



City Commission Regular Meeting

Tuesday, October 17, 2023 at 6:00 PM
Commission Chambers, 124 S Bluff, Anthony, KS 67003

AGENDA

OPENING

- Welcome / Call to Order
- Invocation / Pledge of Allegiance
- Roll Call
- Approval of Agenda

PUBLIC COMMENT

Public Comment allows the public an opportunity to address the City Commission. There is a five minute per person limit on public comments.

CONSENT AGENDA

1. Approve October 3, 2023 Regular Meeting Minutes
2. Special Appropriations:

Fund #83-Electric Equip Replacement-Border States \$1,698.35-Sunrise 2nd bracket/cut outs/mounts/cross arms

Fund #34-Airport Capital Improvements-Border States \$763.88-AWOS/Beacon Conduit
3. Appropriation Ordinance No. 3176 \$289,364.52
4. Approve 10.10.2023 Payroll \$56,109.88
5. Approval to Submit Bid for Sunrise 2nd Electrical Materials
6. Bank of the Plains Resolution COD 5000001940

PUBLIC HEARINGS - NONE

REGULAR BUSINESS

7. Approve Mendoza Municipal Hall CMB Application
8. McDonalds Fire Discussion

[9.](#) Approve KDWP Recreational Trail Grant Project# NRT2023-1 for Anthony Lake Trail
\$535,150.00

10. LKM Conference Update

STAFF REPORTS

[11.](#) Administrator Report

[12.](#) Chief of Police report

EXECUTIVE SESSION - NONE

ADJOURNMENT

Standing Committees:

- | | |
|---|--------------------------------------|
| a. Commissioner of Finance: | Jan Lanie – Sherrie Eaton (Vice) |
| b. Commissioner of Utilities Depts.: | Kenny Hodson Jr. – Jan Lanie (Vice) |
| c. Commissioner of Parks, Police, Fire Dept.: | Sherrie Eaton – Eric Smith (Vice) |
| d. Commissioner of Street Dept., Airport: | Eric Smith – Kenny Hodson Jr. (Vice) |



City Commission Regular Meeting

Tuesday, October 03, 2023 at 6:00 PM
Commission Chambers, 124 S Bluff, Anthony, KS 67003

MINUTES

OPENING

- Welcome / Call to Order
- Invocation / Pledge of Allegiance
- Roll Call

PRESENT

Mayor Greg Cleveland
Commissioner Sherrie Eaton
Commissioner Jan Lanie
Commissioner Kenny Hodson Jr.
Commissioner Eric Smith

City Administrator Cyndra Kastens, Deputy City Clerk Sherri Miller, Police Chief Kenny Hodson, Superintendent Randy Moore and Street Dept Head Bryan Struble

- Approval of Agenda

A motion was made to approve the agenda.

Motion made by Mayor Cleveland, Seconded by Commissioner Lanie.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie, Commissioner Hodson Jr., Commissioner Smith

PUBLIC COMMENT

CONSENT AGENDA

1. Approve September 19, 2023 Regular Meeting Minutes
2. Appropriation Ordinance No 3175 \$273,548.95
3. Approve 09.26.2023 Payroll \$57,452.95
4. Sunrise 2nd BASE Grant - Mies Construction Pay Estimate #2 - \$298,271.70
5. Bank of the Plains Resolution COD 5000001528
6. Approval to Bid Out Boat Ramp Repair

7. Approve up to \$7,000 to Air Capital Recycling for Crushed Rock for Street Stock to be paid from Street Capital

Mayor Cleveland asked if any items should be pulled from the consent agenda for further review. Hearing none, a motion was made to approve the consent agenda.

Motion made by Mayor Cleveland, Seconded by Commissioner Smith.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie, Commissioner Hodson Jr., Commissioner Smith

PUBLIC HEARINGS - NONE

REGULAR BUSINESS

8. Approve Bids for City Mower

Mayor Cleveland opened the bids for replacement of the 2008 John Deere tractor mower. The Commission authorized trading in the existing mower. Two bids were received from Prairie Land Partners in the amount of \$22,345 (included is \$8,000 trade value) and \$21,691 (\$8,000 trade value). A motion was made to accept the bid from Prairieland Partners for \$22,345 for a Commercial 15' Wing fold rotary mower to be delivered no later than May 1, 2024, to be paid out of Equipment Replacement Fund.

Motion made by Commissioner Eaton, Seconded by Commissioner Hodson Jr..

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie, Commissioner Hodson Jr., Commissioner Smith

9. Approve Ordinance No. G-2870 Amending Behind the Meter Generation Policy & Procedures and Interconnection Standards for Installation of Customer-Owned Renewable Energy Generation Facilities

A motion was made to approve Ordinance No. G-2870 as amended amending Behind the Meter Generation Policy & Procedures and Interconnection Standards for installation of Customer-Owned Renewable Energy Generation Facilities.

Motion made by Mayor Cleveland, Seconded by Commissioner Smith.

A roll call vote was taken: Mayor Cleveland-yea, Commissioner Eaton - yea, Commissioner Lanie - yea Commissioner Hodson Jr. - yea, Commissioner Smith – yea

10. Wayne Dennis Committee recommendation to award \$3450 to the Anthony Chamber to Replace 100 Welcome Flags.

A motion was made to approve the Wayne Dennis Committee recommendation to award \$3450 to the Anthony Chamber to replace 100 Welcome Flags.

Motion made by Commissioner Smith, Seconded by Commissioner Hodson.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie, Commissioner Hodson Jr., Commissioner Smith

11. Non-City EIN Accounts

The Commission gave the City Administrator directions to close Non-City EIN banking accounts per recommendation of the auditor.

12. Development Consulting Agreement

A motion was made to approve the Development Consulting Agreement with Heartland Housing Partners as amended and approved by the City Attorney and authorize the Administrator to execute documents.

Motion made by Commissioner Lanie, Seconded by Mayor Cleveland.
Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie, Commissioner Hodson Jr., Commissioner Smith

13. Employee Residence and Response Time Requirements

The Commission gave the Administrator direction to allow the option for on-call/back-up employees who are not a resident of Anthony, authority to obtain/retain employment with the City of Anthony without enforcing the residency requirement; provided the employees are required to stay within the city limits of Anthony during the full duration of their regular shift hours plus on-call/back-up hours to ensure response times can still be met safely.

14. Approve Municipal Court Report September 2023

A motion was made to approve the September 2023 Municipal Court Report.

Motion made by Mayor Cleveland, Seconded by Commissioner Lanie.
Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie, Commissioner Hodson Jr., Commissioner Smith

STAFF REPORTS

15. Superintendent Report

The Superintendent reported on attending a Planning Commission Meeting, Contacted other cities for sign regulations, research for lawn irrigation systems, boat ramp, demo permits and other department activities.

16. Chief of Police report

- We inspected some properties to be cleaned up
- We served several weed notices
- We arrested Jamaica Dunn on a warrant
- We arrested Christopher Babbington on a warrant
- We investigated one minor traffic accident
- We investigated two unattended deaths
- We had the City crew clean up the property at 611 N Jennings

EXECUTIVE SESSION - NONE

ADJOURNMENT

A motion was made to adjourn the meeting.

Motion made by Mayor Cleveland, Seconded by Commissioner Lanie.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie, Commissioner Hodson Jr.,
Commissioner Smith

Gregory Cleveland, Mayor

Cyndra Kastens, City Clerk/Administrator



INVOICE

BSE Invoice: 927106602
 Cust Acct#: 209607
 P.O.#: 964
 Sales Order#: 38626163
 Sales Doc Type: Sales Order
 Packing Slip#: 8037210263
 Payment Terms: Net 25th prox

Date: 09/29/2023

Border States Electric - WIC
 3800 W Dora St
 Wichita KS 67213-1211
 Phone: 316-945-1313

CITY OF ANTHONY KS
 PO Box 504
 ANTHONY KS 67003-0504

Please remit to:
 Border States Industries Inc
 NW 7235
 PO Box 1450
 Minneapolis MN 55485-1450

Ship to:
 CITY OF ANTHONY KS
 124 S LAWRENCE AVE
 ANTHONY KS 67003

| Cust Item | BSE Item | Material MFG - Description | Order Qty | Ship Qty | Back Ordered | Price | Per | UoM | Total Value |
|-----------|----------------|---|-----------|----------|--------------|-----------|-----|-----|-------------|
| SUNRISE | J.A. 000020 | 748100 ALU - W3CA-35 35IN ARRESTER BRACKET WOOD | 1 EA | 1 | | 261.85 /1 | | EA | 261.85 |
| | | | | | | | | | |
| SUNRISE | J.A. 000030 | 2274694 CPR - S4B1P1A 15KV 100A W/PAR GR POLY CUTOUT | 1 EA | 1 | | 102.50 /1 | | EA | 102.50 |

| | | |
|---|------------------------------|---------------|
| Total due by 10/25/2023 | Shipping and Handling \$ | 0.00 |
| Mail at least 7 business days before due date. | Total \$ | 364.35 |
| | State Tax \$ 6.500 % | 23.68 |
| | County Tax \$ 0.000 % | 0.00 |
| | Local Tax \$ 0.500 % | 1.82 |
| | Other Tax1 \$ 0.000 % | 0.00 |
| | Other Tax2 \$ 0.000 % | 0.00 |
| | Other Tax3 \$ 0.000 % | 0.00 |
| | Tax Subtotal \$ | 25.50 |
| | Net Invoice Amount \$ | 389.85 |

A finance charge of 1.5% per month or the maximum allowable by law whichever is greater, will be assessed if payment is not received by invoice due date.

To access BSE's Terms and Conditions of Sale, please go to <https://www.borderstates.com/termsAndConditions#>

Delivery: 8037210263 Received by:

Terry
 NCD
 09/29/2023 10:02:55

RECEIVED
 OCT 02 2023
 By _____



INVOICE

BSE Invoice: 927106616
 Cust Acct#: 209607
 P.O.#: 965
 Sales Order#: 38628069
 Sales Doc Type: Sales Order
 Packing Slip#: 8037213111
 Payment Terms: Net 25th prox

Date: 09/29/2023

Border States Electric - WIC
 3800 W Dora St
 Wichita KS 67213-1211
 Phone: 316-945-1313

CITY OF ANTHONY KS
 PO Box 504
 ANTHONY KS 67003-0504

Please remit to:
 Border States Industries Inc
 NW 7235
 PO Box 1450
 Minneapolis MN 55485-1450

Ship to:
 CITY OF ANTHONY KS
 124 S LAWRENCE AVE
 ANTHONY KS 67003

AWKSP

J.A.

| Cust Item | BSE Item | Material MFG - Description | Order Qty | Ship Qty | Back Ordered | Price | Per | UoM | Total Value |
|-----------|----------|--|-----------|------------------------|--------------|-------------|-----|-----|-------------|
| | | | | <i>300' 2" CONDUIT</i> | | | | | |
| | 000010 | 2243873 EPVC - SCH40-2IN-10FT-PVC-CONDUIT Cust Material #: 10200 | 300 FT | 300 | | 237.97 /100 | | FT | 713.91 |

| | | |
|---|------------------------------|---------------|
| Total due by 10/25/2023 | Shipping and Handling \$ | 0.00 |
| Mail at least 7 business days before due date. | Total \$ | 713.91 |
| | State Tax \$ 6.500 % | 46.40 |
| | County Tax \$ 0.000 % | 0.00 |
| | Local Tax \$ 0.500 % | 3.57 |
| | Other Tax1 \$ 0.000 % | 0.00 |
| | Other Tax2 \$ 0.000 % | 0.00 |
| | Other Tax3 \$ 0.000 % | 0.00 |
| | Tax Subtotal \$ | 49.97 |
| | Net Invoice Amount \$ | 763.88 |

A finance charge of 1.5% per month or the maximum allowable by law whichever is greater, will be assessed if payment is not received by invoice due date.

To access BSE's Terms and Conditions of Sale, please go to <https://www.borderstates.com/termsAndConditions#>

Delivery: 8037213111 Received by:

RECEIVED

09/29/2023

By _____

Terry

NCD
 09/29/2023 10:02:55



INVOICE

BSE Invoice#: 927106579
 Cust Acct#: 209607
 P.O.#: 963
 Sales Order#: 38624024
 Sales Doc Type: Sales Order
 Packing Slip#: 8037205336
 Payment Terms: Net 25th prox

Date: 09/29/2023

Border States Electric - WIC
 3800 W Dora St
 Wichita KS 67213-1211
 Phone: 316-945-1313

CITY OF ANTHONY KS
 PO Box 504
 ANTHONY KS 67003-0504

Please remit to:
 Border States Industries Inc
 NW 7235
 PO Box 1450
 Minneapolis MN 55485-1450

Ship to:
 CITY OF ANTHONY KS
 124 S LAWRENCE AVE
 ANTHONY KS 67003

| Cust Item | BSE Item | Material MFG - Description | Order Qty | Ship Qty | Back Ordered | Price | Per | UoM | Total Value |
|----------------|-----------------------|--|-----------|----------|--------------|-----------------|-----|-----|-------------|
| <i>INVOICE</i> | <i>J.A.</i> 000010 | 3384883 ALU - FDA30-3-96-EB-IP-FG FBRGLS 8 FT ARM | 3 EA | 3 | | 319.61 /1 | | EA | 958.83 |
| <i>INVOICE</i> | <i>J.A.</i> 000030 | 151329 ALU - 3MW-24-M-L WING CLUSTER W/HDW 3 | 1 EA | 1 | | 349.67 /1 | | EA | 349.67 |
| <i>STOCK</i> | <i>J.A.</i> 000040 | 2251519 THHN - SS-THHN-2-BLK-19STR-CU-500R Batch: R500 | 500 | 500 | | 1,612.59 | | | |
| | | Batch Total: | 500 FT | 500 | | 1,612.59 /1,000 | | FT | 806.30 |

| | | |
|---|------------------------------|-----------------|
| Total due by 10/25/2023 | Shipping and Handling \$ | 0.00 |
| Mail at least 7 business days before due date. | Total \$ | 2,114.80 |
| | State Tax \$ 6.500 % | 137.46 |
| | County Tax \$ 0.000 % | 0.00 |
| | Local Tax \$ 0.500 % | 10.57 |
| | Other Tax1 \$ 0.000 % | 0.00 |
| | Other Tax2 \$ 0.000 % | 0.00 |
| | Other Tax3 \$ 0.000 % | 0.00 |
| | Tax Subtotal \$ | 148.03 |
| | Net Invoice Amount \$ | 2,262.83 |

A finance charge of 1.5% per month or the maximum allowable by law whichever is greater, will be assessed if payment is not received by Invoice due date.

To access BSE's Terms and Conditions of Sale, please go to <https://www.borderstates.com/termsAndConditions#>

Delivery: 8037205336 Received by:

Teeny

NCD
09/29/2023 10:02:55

RECEIVED

09 29 2023

By _____

BALANCE SHEET
CALENDAR 10/2023, FISCAL 10/2023

| ACCOUNT NUMBER | ACCOUNT TITLE | PTD BAL. | YTD BAL |
|----------------|--------------------------------|-------------|---------------|
| 01-00-0010 | GENERAL OPERATING | 15,988.93- | 805,377.34 |
| 02-00-0010 | WATER | 39,853.31 | 755,122.25 |
| 03-00-0010 | ELECTRIC | 156,510.04 | 2,319,418.89 |
| 04-00-0010 | SALES TAX & STATE FEES | 12.92- | 38,628.34 |
| 05-00-0010 | SEWAGE DISPOSAL | 24,014.72 | 554,263.90 |
| 10-00-0010 | EMP INSURANCE/BENEFIT | 34,460.84- | 354,279.19 |
| 12-00-0010 | AIRPORT | 11,059.76- | 167,410.59 |
| 14-00-0010 | INDUSTRIAL DEVELOPMENT | | 20,625.49 |
| 16-00-0010 | SERVICE DEPOSIT | 2,278.95- | 83,629.28 |
| 17-00-0010 | SPECIAL STREETS & HIGHWAY | 7,365.04 | 253,053.63 |
| 18-00-0010 | PUBLIC RELIEF | | 24,012.51 |
| 19-00-0010 | WATER UTILITY RESERVE | | 242,981.31 |
| 20-00-0010 | GENERAL RESERVE FUND | | 285,287.00 |
| 21-00-0010 | WWTF LOAN 2000 | | 69,858.53 |
| 23-00-0010 | WATER DEBT SVC RESERVE S2013 | | 116,721.13 |
| 24-00-0010 | BOND & INTEREST | | 8,471.36 |
| 25-00-0010 | LIBRARY | 5,654.89- | |
| 26-00-0010 | RECREATION COMMISSION | 702.36- | 44,221.91 |
| 29-00-0010 | RECREATION | 3,067.02 | 3,067.02 |
| 30-00-0010 | MUNICIPAL EQUIPMENT RESERVE | | 117,802.00 |
| 32-00-0010 | SPECIAL PARKS & RECREATION | 23.10- | 31,167.50 |
| 34-00-0010 | CAPITAL IMPROVEMENT | 3,818.60- | 3,656,137.99 |
| 37-00-0010 | GO BONDS S2010 POOL | | 9,283.29 |
| 40-00-0010 | ELECTRIC UTILITY RESERVE | | 1,559,835.43 |
| 41-00-0010 | EL UTIL S2017 REV BOND | 174,948.75- | 2,266,196.79 |
| 43-00-0010 | EL UTIL S2017 BOND RESERVE | | 214,897.50 |
| 45-00-0010 | SEWER RESERVE | | 155,000.00 |
| 47-00-0010 | WILDLIFE AND PARKS GRANT | | 471,455.11 |
| 50-00-0010 | WAYNE DENNIS INVESTMENT FUND | | 750,141.35 |
| 54-00-0010 | DEBT RES. WATER 2013 | | 199,101.69 |
| 61-00-0010 | MUNICIPALITIES FIGHT ADDICTION | 962.34 | 6,171.04 |
| 71-00-0010 | ARPA | | 315,900.96 |
| 81-00-0010 | WASTEWATER LAGOON CLEANING | | 180,800.00 |
| 82-00-0010 | WATER/EQUIPMENT REPLACEMENT | | 120,962.03 |
| 83-00-0010 | ELECTRIC/EQUIP REPLACEMENT | 5,033.27- | 2,139,695.35 |
| 85-00-0010 | SEWER/EQUIPMENT REPLACEMENT | | 81,454.04 |
| 89-00-0010 | TRANS GUEST APPROVED | 2,000.00- | .27 |
| 95-00-0010 | FIRE DEPT CLOSING CK 612 | | 12,674.02 |
| 96-00-0010 | WAYNE DENNIS FUNDS | | 15,414.75 |
| 97-00-0011 | DT REVIT. REVOLVING LOAN | | .56 |
| 98-00-0010 | TRANSIENT GUEST TAX | | 323.71 |
| | | ===== | ===== |
| | PROOF | 24,209.90- | 18,450,845.05 |
| | | ===== | ===== |

CLAIMS REPORT
 Check Range: 10/05/2023-10/18/2023

#3176

| VENDOR NAME | REFERENCE | AMOUNT | VENDOR TOTAL | CHECK# | CHECK DATE |
|--------------------------------|--------------------------------|--------|--------------|----------|------------|
| GENERAL OPERATING | | | | | |
| ADVANCED COMPUTERS | GINA DOCUWARE | | 85.00 | 50848 | 10/18/23 |
| AFLAC | SEPT'S BILL DUE IN OCT | | 69.22 | 12498612 | 10/17/23 |
| AMAZON CAPITAL SERVICES | JUDGE LKM AWARD | | 19.98 | 50851 | 10/18/23 |
| ANTHONY FARMERS COOP | STREET DIESEL | | 324.70 | 50855 | 10/18/23 |
| ANTHONY REPUBLICAN | SPECIAL FUND/ECO DEV S-316 | | 261.22 | 50856 | 10/18/23 |
| AT&T | HALL WIFI | | 74.90 | 50847 | 10/18/23 |
| ATMOS ENERGY | 4033846667 MUN HALL NAT GAS | | 329.92 | 50857 | 10/18/23 |
| COMPLIANCE ONE | SEPT MONTHLY COST/PRE EMPLOY | | 91.62 | 50902 | 10/18/23 |
| ECOWATER SYSTEMS | PD WATER | | 9.00 | 50866 | 10/18/23 |
| GENE'S HEARTLAND GOODS | SOAP/BATTERIES/SUPPLIES | | 34.97 | 50868 | 10/18/23 |
| GREAT-WEST FINANCIAL | 10/10/23 PR | | 488.64 | 12498617 | 10/17/23 |
| GWORKS | G-WORKS LICENSE & SUPPORT FEE | | 1,797.00 | 50871 | 10/18/23 |
| HAZEL'S SHEET METAL INC | FILTERS/LIQUID ALIVE | | 153.61 | 50874 | 10/18/23 |
| HOME LUMBER & SUPPLY INC | GAS VALVE/PAINT ROLLERS | | 49.94 | 50875 | 10/18/23 |
| HOSPITAL DIST 6 OF HARPER CO | LABS FOR PREEMPLOYMENT/RANDOM | | 45.00 | 50876 | 10/18/23 |
| HUB INTERNATIONAL | OCTOER BROKER FEE | | 51.00 | 50870 | 10/18/23 |
| IRS | 10/10/23 PR | | 4,216.13 | 12498616 | 10/17/23 |
| JOHN DEERE FINANCIAL | #70 MOWER DIPSTICK & ADAPTOR | | 91.60 | 50897 | 10/18/23 |
| JUSTICE BATTERY CO. | WEEDEATER LINE | | 18.00 | 50877 | 10/18/23 |
| KANSAS MUNICIPAL UTILITIES | 2023 4TH QTR DUES | | 339.01 | 50881 | 10/18/23 |
| KANSAS PAYMENT CENTER | 10/10/23 PR | | 207.69 | 12498613 | 10/17/23 |
| KANSAS STATE TREASURER | SEPTEMBER COURT FEE | | 481.00 | 50883 | 10/18/23 |
| KANZA BANK | SEPT DURANGO | | 698.13 | 50878 | 10/18/23 |
| KONICA MINOLTA BUSINESS SOLUTI | PD SUPPORT SVC | | 92.00 | 50885 | 10/18/23 |
| KPERS | 10/10/23 PR | | 2,755.92 | 12498614 | 10/17/23 |
| KS DEPT OF REV-WITHHOLDING | 10/10/23 PR | | 733.74 | 12498615 | 10/17/23 |
| LARRY'S HOMETOWN MKT. | HALL-TP/WATER/CLEANING SUPPLIE | | 102.81 | 50888 | 10/18/23 |
| NAPA AUTO PARTS ANTHONY | #58 BATTERY/#56 COMPRESSOR/AIR | | 2,384.26 | 50891 | 10/18/23 |
| OFFICE PLUS OF KANSAS | BATTERIES/PADS/HIGHLIGHTER/NOT | | 79.52 | 50892 | 10/18/23 |
| BRYCE OSBORN | TREEES | | 1,875.00 | 50845 | 10/06/23 |
| PHIL'S REPAIR | #21 RADIATOR REPAIR | | 258.07 | 50893 | 10/18/23 |
| POSITIVE PROMOTIONS, INC | FIRE WEEK PROMO | | 444.87 | 50895 | 10/18/23 |
| SOUTH CENTRAL WIRELESS | PD PHONE | | 417.07 | 50899 | 10/18/23 |
| SUPERIOR EMERGENCY RESPONSE | GUNRACK INSTALL/SVC 23 DURANGO | | 2,651.50 | 50901 | 10/18/23 |
| TERMINIX PROCESSING CENTER | OFFICE LIQUID DEFEND PLAN | | 353.00 | 50904 | 10/18/23 |
| US BANK VOYAGER FLEET SYS | PD GAS | | 2,619.06 | 50905 | 10/18/23 |
| VISA | KAFM CONF/KASTENS | 187.30 | | 1249856 | 10/17/23 |
| VISA | #81 SEAT COVERS | 348.00 | 535.30 | 12498611 | 10/17/23 |
| WYATT TRASH SERVICE INC | MUNICIPAL HALL | | 276.00 | 50906 | 10/18/23 |

01 GENERAL OPERATING TOTAL 25,515.40

| | | | | | |
|---------------------------|-------------------------------|--|----------|----------|----------|
| WATER | | | | | |
| ADVANCED COMPUTERS | DOCUWARE V2 UPDATE/EMAIL/M365 | | 425.00 | 50848 | 10/18/23 |
| AFLAC | SEPT'S BILL DUE IN OCT | | 134.16 | 12498612 | 10/17/23 |
| AIR CAPITAL RECYCLING LLC | COMM FH WATER METER DP REFUND | | 935.00 | 50849 | 10/18/23 |
| AMAZON CAPITAL SERVICES | SEALANT FOR POSTAGE MACHINE | | 10.65 | 50851 | 10/18/23 |
| ANSWER PRO | SEP-OCT ANSWERING SERVICE | | 95.00 | 50853 | 10/18/23 |
| ANTHONY FARMERS COOP | LAKE DIESEL | | 1,104.18 | 50855 | 10/18/23 |
| ANTHONY REPUBLICAN | RNR HEARING | | 60.89 | 50856 | 10/18/23 |
| ATMOS ENERGY | 4014536644 WATER PROD NAT GAS | | 135.62 | 50857 | 10/18/23 |
| BILL'S GENERAL REPAIR LLC | #64 CLUTH | | 513.00 | 50858 | 10/18/23 |
| CAMPSPOT | MARKETPLACE | | 293.16 | 50859 | 10/18/23 |

CLAIMS REPORT
 Check Range: 10/05/2023-10/18/2023

| VENDOR NAME | REFERENCE | AMOUNT | VENDOR TOTAL | CHECK# | CHECK DATE |
|-------------------------------|--------------------------------|--------|--------------|----------|------------|
| CITY OF ANTHONY | MEL CUSICK | | 79.72 | 50863 | 10/18/23 |
| CITY OF ANTHONY | REIMB OCT BCBS | | 3,454.21 | 50864 | 10/18/23 |
| COMPLIANCE ONE | SEPT MONTHLY COST/PRE EMPLOY | | 125.31 | 50902 | 10/18/23 |
| DUTTON-LAINSON | METER READING TRAINING | | 481.50 | 50865 | 10/18/23 |
| GENE'S HEARTLAND GOODS | PLANT CLEANING SUPPLIES | | 42.29 | 50868 | 10/18/23 |
| GRAINGER | SOFT COPPER | | 712.14 | 50869 | 10/18/23 |
| GREAT-WEST FINANCIAL | 10/10/23 PR | | 75.35 | 12498617 | 10/17/23 |
| GWORKS | G-WORKS LICENSE & SUPPORT FEE | | 2,612.00 | 50871 | 10/18/23 |
| H2O DRILLING LLC | INSTALL VFD HI SVC 2 | | 10,180.00 | 50872 | 10/18/23 |
| HAZEL'S SHEET METAL INC | NIPPLE AND BALL VALVE | | 138.76 | 50874 | 10/18/23 |
| HOME LUMBER & SUPPLY INC | #22 SAWZALL/#22&5 FLASHER LGHT | | 265.68 | 50875 | 10/18/23 |
| HOSPITAL DIST 6 OF HARPER CO | LABS FOR PREEEMPLOYMENT/RANDOM | | 45.00 | 50876 | 10/18/23 |
| HUB INTERNATIONAL | OCTOER BROKER FEE | | 99.00 | 50870 | 10/18/23 |
| IRS | 10/10/23 PR | | 1,859.47 | 12498616 | 10/17/23 |
| JUSTICE BATTERY CO. | PARTS TO SVC HOTSAW | | 96.00 | 50877 | 10/18/23 |
| KANSAS MUNICIPAL UTILITIES | 2023 4TH QTR DUES | | 678.04 | 50881 | 10/18/23 |
| KANSAS ONE-CALL SYSTEM, INC. | SEPTEMBER LOCATES | | 29.40 | 50882 | 10/18/23 |
| CYNDRA KASTENS | LKM CONF & WATER RATE WORKSHOP | | 299.54 | 50880 | 10/18/23 |
| KPERS | 10/10/23 PR | | 1,196.83 | 12498614 | 10/17/23 |
| KANSAS DEPT OF HEALTH & ENVIR | 3RD QT TESTING | | 247.00 | 50887 | 10/18/23 |
| KS DEPT OF REV-WITHHOLDING | 10/10/23 PR | | 311.29 | 12498615 | 10/17/23 |
| LARRY'S HOMETOWN MKT. | BOWELS/SPOONS/KLENNOX/TP | | 39.83 | 50888 | 10/18/23 |
| MUNICIPAL SUPPLY, INC | 16" MAIN PIPE | | 2,737.20 | 50890 | 10/18/23 |
| NAPA AUTO PARTS ANTHONY | #22 WATER PUMP & BATTERY/SHOP | | 265.67 | 50891 | 10/18/23 |
| NUVEI | OFFICE CC FEES | | 65.26 | 1249858 | 10/17/23 |
| OFFICE PLUS OF KANSAS | OFFICE-RBBRBND\$/PAPER/PENS | | 101.94 | 50892 | 10/18/23 |
| PHIL'S REPAIR | #21 RADIATOR REPAIR | | 106.66 | 50893 | 10/18/23 |
| POSTMASTER | POSTAGE FOR BILLS DUE 11/10/23 | | 137.50 | 50894 | 10/18/23 |
| RICKE'S HOME CENTER, LLC | SPRAYER BACKPACK | | 129.99 | 50898 | 10/18/23 |
| RURAL WATER DISTRICT #2 | SPILLWAY LAKE | | 545.00 | 1249857 | 10/17/23 |
| SALINA SUPPLY CO. | STOCK COUPLERS/MTR SWIVEL | | 394.02 | 50900 | 10/18/23 |
| SOUTH CENTRAL WIRELESS | SHOP LINES | | 264.75 | 50899 | 10/18/23 |
| GARY TAYLOR | CERT OPO FEES SEPT 2023 | | 715.09 | 50903 | 10/18/23 |
| US BANK VOYAGER FLEET SYS | WATER GAS | | 496.14 | 50905 | 10/18/23 |
| VISA | MEAL FOR WATER LINE BREAK | 65.04 | | 1249856 | 10/17/23 |
| VISA | ZOOM | 8.56 | 73.60 | 12498611 | 10/17/23 |
| WYATT TRASH SERVICE INC | LAKE | | 212.50 | 50906 | 10/18/23 |

02 WATER TOTAL 33,020.34

| ELECTRIC | | | | | |
|-------------------------------|--------------------------------|--|----------|----------|----------|
| ADVANCED COMPUTERS | DOCUWARE V2 UPDATE/EMAIL/M365 | | 425.00 | 50848 | 10/18/23 |
| AFLAC | SEPT'S BILL DUE IN OCT | | 320.30 | 12498612 | 10/17/23 |
| ALTEC INDUSTRIES, INC. | #14 ACTUATOR PART | | 2,942.89 | 50850 | 10/18/23 |
| AMAZON CAPITAL SERVICES | SEALANT FOR POSTAGE MACHINE | | 10.65 | 50851 | 10/18/23 |
| ANDERSON WELDING | #2 ENGINE FUEL LINE | | 100.00 | 50852 | 10/18/23 |
| ANSWER PRO | SEP-OCT ANSWERING SERVICE | | 95.00 | 50853 | 10/18/23 |
| ANTHONY FARMERS COOP | WATER DIESEL | | 681.73 | 50855 | 10/18/23 |
| ANTHONY REPUBLICAN | RNR HEARING | | 25.02 | 50856 | 10/18/23 |
| ATMOS ENERGY | 3018386827 SHOP NAT GAS | | 46.84 | 50857 | 10/18/23 |
| BORDER STATES INDUSTRIES, INC | STOCK-EYE BOLT/GRND ROD/CLAMPS | | 4,447.95 | 50886 | 10/18/23 |
| CARBANC AUTO SALES, INC | 10/10/23 PR CASE#22 LM 05471 | | 348.19 | 50879 | 10/18/23 |
| CITY OF ANTHONY | AMY HEMPHILL | | 132.76 | 50863 | 10/18/23 |
| CITY OF ANTHONY | REIMB OCT BCBS | | 9,745.43 | 50864 | 10/18/23 |

CLAIMS REPORT
Check Range: 10/05/2023-10/18/2023

| VENDOR NAME | REFERENCE | AMOUNT | VENDOR TOTAL | CHECK# | CHECK DATE |
|------------------------------|---------------------------------|--------|--------------|----------|------------|
| COMPLIANCE ONE | SEPT MONTHLY COST/PRE EMPLOY | | 6.06 | 50902 | 10/18/23 |
| DUTTON-LAINSON | METER READING TRAINING | | 481.50 | 50865 | 10/18/23 |
| GENE'S HEARTLAND GOODS | WATER/CLEANING SUPPLIES/PLATES | | 51.84 | 50868 | 10/18/23 |
| GREAT-WEST FINANCIAL | 10/10/23 PR | | 475.53 | 12498617 | 10/17/23 |
| GWORKS | G-WORKS LICENSE & SUPPORT FEE | | 5,224.00 | 50871 | 10/18/23 |
| HAZEL'S SHEET METAL INC | BUSHINGS | | 90.31 | 50874 | 10/18/23 |
| HOME LUMBER & SUPPLY INC | TAPE | | 96.74 | 50875 | 10/18/23 |
| HUB INTERNATIONAL | OCTOER BROKER FEE | | 99.00 | 50870 | 10/18/23 |
| IRS | 10/10/23 PR | | 5,819.66 | 12498616 | 10/17/23 |
| JUSTICE BATTERY CO. | TRIM LINE/BLADES | | 92.54 | 50877 | 10/18/23 |
| KANSAS MUNICIPAL UTILITIES | 2023 4TH QTR DUES | | 678.06 | 50881 | 10/18/23 |
| KANSAS ONE-CALL SYSTEM, INC. | SEPTEMBER LOCATES | | 29.40 | 50882 | 10/18/23 |
| CYNDRA KASTENS | LKM CONF | | 61.14 | 50880 | 10/18/23 |
| KMEA EMP2 OPERATING ACCOUNT | SEPT PURCHASED POWER | | 128,735.65 | 50884 | 10/18/23 |
| KPERS | 10/10/23 PR | | 3,764.12 | 12498614 | 10/17/23 |
| KS DEPT OF REV-WITHHOLDING | 10/10/23 PR | | 1,052.21 | 12498615 | 10/17/23 |
| LARRY'S HOMETOWN MKT. | BOWELS/SPOONS/KLENNOX/TP | | 32.85 | 50888 | 10/18/23 |
| NAPA AUTO PARTS ANTHONY | SILCONE/THREAD ROD/CATALYST WO | | 355.69 | 50891 | 10/18/23 |
| NUVEI | OFFICE CC FEES | | 65.26 | 1249858 | 10/17/23 |
| OFFICE PLUS OF KANSAS | OFFICE-RBBRBND/PAPER/PENS | | 101.95 | 50892 | 10/18/23 |
| PHIL'S REPAIR | #21 RADIATOR REPAIR | | 118.42 | 50893 | 10/18/23 |
| POSTMASTER | POSTAGE FOR BILLS DUE 11/10/23 | | 275.00 | 50894 | 10/18/23 |
| POWER PLANT COMPLIANCE | PLANT COMPLIANCE TESTING | | 13,300.00 | 50896 | 10/18/23 |
| SOUTH CENTRAL WIRELESS | OFFICE LINE | | 419.64 | 50899 | 10/18/23 |
| US BANK VOYAGER FLEET SYS | ELE DIESEL | | 2,110.88 | 50905 | 10/18/23 |
| VISA | LAKE WALKING PATH LIGHTS | 682.57 | | 1249856 | 10/17/23 |
| VISA | #2 DRIVE SHAFT | 446.53 | 1,129.10 | 12498611 | 10/17/23 |
| WYATT TRASH SERVICE INC | POWER PLANT | | 132.50 | 50906 | 10/18/23 |
| | | | ----- | | |
| 03 | ELECTRIC TOTAL | | 184,120.81 | | |
| | | | | | |
| SALES TAX & STATE FEES | | | | | |
| DIRECTOR OF TAXATION | SEPT 2023 | | 9,471.78 | 1249860 | 10/17/23 |
| | | | ----- | | |
| 04 | SALES TAX & STATE FEES TOTAL | | 9,471.78 | | |
| | | | | | |
| SEWAGE DISPOSAL | | | | | |
| ADVANCED COMPUTERS | DOCUWARE V2 UPDATE/EMAIL/M365 | | 403.75 | 50848 | 10/18/23 |
| AFLAC | SEPT'S BILL DUE IN OCT | | 38.60 | 12498612 | 10/17/23 |
| AMAZON CAPITAL SERVICES | SEALANT FOR POSTAGE MACHINE | | 10.64 | 50851 | 10/18/23 |
| ANTHONY FARMERS COOP | CHEMICAL | | 65.00 | 50855 | 10/18/23 |
| ANTHONY REPUBLICAN | RNR HEARING | | 36.97 | 50856 | 10/18/23 |
| ATMOS ENERGY | 4024346189 SEWER NAT GAS | | 282.38 | 50857 | 10/18/23 |
| CITY OF ANTHONY | REIMB OCT BCBS | | 2,023.10 | 50864 | 10/18/23 |
| COMPLIANCE ONE | SEPT MONTHLY COST/PRE EMPLOY | | 45.81 | 50902 | 10/18/23 |
| GENE'S HEARTLAND GOODS | LIFT STATION CLEANING | | 28.39 | 50868 | 10/18/23 |
| GRAINGER | STOCK GASKET MCDONALDS LIFT STA | | 121.52 | 50869 | 10/18/23 |
| GREAT-WEST FINANCIAL | 10/10/23 PR | | 32.42 | 12498617 | 10/17/23 |
| GWORKS | G-WORKS LICENSE & SUPPORT FEE | | 2,612.00 | 50871 | 10/18/23 |
| HARPER COUNTY HEALTH DEPT | DORY HEP B | | 68.00 | 50873 | 10/18/23 |
| HAZEL'S SHEET METAL INC | SEWER PLANT PIPE & COUPLINGS | | 243.60 | 50874 | 10/18/23 |
| HOME LUMBER & SUPPLY INC | #22&5 FLASHER LGHT/#22 SAWZALL | | 210.94 | 50875 | 10/18/23 |
| HUB INTERNATIONAL | OCTOER BROKER FEE | | 51.00 | 50870 | 10/18/23 |
| IRS | 10/10/23 PR | | 1,064.61 | 12498616 | 10/17/23 |

CLAIMS REPORT
Check Range: 10/05/2023-10/18/2023

| VENDOR NAME | REFERENCE | AMOUNT | VENDOR TOTAL | CHECK# | CHECK DATE |
|---|--------------------------------|--------|------------------|----------|------------|
| KANSAS MUNICIPAL UTILITIES | 2023 4TH QTR DUES | | 339.03 | 50881 | 10/18/23 |
| CYNDRA KASTENS | LKM CONF | | 61.14 | 50880 | 10/18/23 |
| KPERS | 10/10/23 PR | | 708.19 | 12498614 | 10/17/23 |
| KS DEPT OF REV-WITHHOLDING | 10/10/23 PR | | 167.33 | 12498615 | 10/17/23 |
| LARRY'S HOMETOWN MKT. | BOWELS/SPOONS/KLENNOX/TP | | 25.07 | 50888 | 10/18/23 |
| MERIDIAN ANALYTICAL LABS, LLC | DISCHARGE TESTING FEES | | 282.50 | 50889 | 10/18/23 |
| NAPA AUTO PARTS ANTHONY | #22 WATER PUMP & BATTERY/VAC T | | 193.26 | 50891 | 10/18/23 |
| NUVEI | OFFICE CC FEES | | 65.25 | 1249858 | 10/17/23 |
| OFFICE PLUS OF KANSAS | OFFICE-RBBRBND/PAPER/PENS | | 101.95 | 50892 | 10/18/23 |
| PHIL'S REPAIR | #21 RADIATOR REPAIR | | 103.67 | 50893 | 10/18/23 |
| POSTMASTER | POSTAGE FOR BILLS DUE 11/10/23 | | 137.50 | 50894 | 10/18/23 |
| GARY TAYLOR | CERT OPO FEES SEPT 2023 | | 502.55 | 50903 | 10/18/23 |
| US BANK VOYAGER FLEET SYS | SEWER GAS | | 493.55 | 50905 | 10/18/23 |
| VISA | LIFT STATIONS REPAIR KIT | | 204.52 | 1249856 | 10/17/23 |
| WYATT TRASH SERVICE INC | SEWER PLANT | | 60.00 | 50906 | 10/18/23 |
| 05 SEWAGE DISPOSAL TOTAL | | | 10,784.24 | | |
| EMPLOYEE BENEFIT | | | | | |
| CITY OF ANTHONY | REIMB OCT BCBS | | 7,623.21 | 50864 | 10/18/23 |
| 10 EMPLOYEE BENEFIT TOTAL | | | 7,623.21 | | |
| AIRPORT | | | | | |
| EVANS-BIERLY-HUTCHISON & ASSOC | TURF RWY REHAB | | 7,147.31 | 50867 | 10/18/23 |
| HEARTLAND MERCHANT | AIRPORT CC MACHINE | | 99.69 | 1249859 | 10/17/23 |
| SOUTH CENTRAL WIRELESS | AIRPORT LINE | | 46.86 | 50899 | 10/18/23 |
| WYATT TRASH SERVICE INC | AIRPORT | | 30.00 | 50906 | 10/18/23 |
| 12 AIRPORT TOTAL | | | 7,323.86 | | |
| SERVICE DEPOSIT | | | | | |
| CITY OF ANTHONY | REBECCA HURST | | 2,578.95 | 50863 | 10/18/23 |
| 16 SERVICE DEPOSIT TOTAL | | | 2,578.95 | | |
| RECREATION COMMISSION | | | | | |
| IRS | 10/10/23 PR | | 50.96 | 12498616 | 10/17/23 |
| 26 RECREATION COMMISSION TOTAL | | | 50.96 | | |
| SPECIAL PARKS & RECREATIO | | | | | |
| WYATT TRASH SERVICE INC | TENNIS COURT | | 23.10 | 50906 | 10/18/23 |
| 32 SPECIAL PARKS & RECREATIO TOTAL | | | 23.10 | | |
| CAPITAL IMPROVEMENT FUND | | | | | |
| AIR CAPITAL RECYCLING LLC | STOCK CRUSHED ROCK(HOSP) | | 3,033.75 | 50849 | 10/18/23 |
| BORDER STATES INDUSTRIES, INC | AWOS/BEACON AV-2023-17 2'CONDU | | 763.88 | 50886 | 10/18/23 |
| HOME LUMBER & SUPPLY INC | LAKE BOARD APPROVED FIRE RINGS | | 20.97 | 50875 | 10/18/23 |
| 34 CAPITAL IMPROVEMENT FUND TOTAL | | | 3,818.60 | | |

CLAIMS REPORT
Check Range: 10/05/2023-10/18/2023

| VENDOR NAME | REFERENCE | AMOUNT | VENDOR TOTAL | CHECK# | CHECK DATE |
|-------------------------------|------------------------------------|--------|--------------|--------|------------|
| ELECTRIC EQUIPMENT/REPLAC | | | | | |
| BORDER STATES INDUSTRIES, INC | SUNRISE 2ND CROSS ARMS/MOUNTS | | 1,698.35 | 50886 | 10/18/23 |
| DUTTON-LAINSON | ITRON METER READER | | 3,334.92 | 50865 | 10/18/23 |
| | 83 ELECTRIC EQUIPMENT/REPLAC TOTAL | | 5,033.27 | | |
| | Accounts Payable Total | | 289,364.52 | | |

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

| FUND | NAME | AMOUNT |
|-------|---------------------------|------------|
| 01 | GENERAL OPERATING | 25,515.40 |
| 02 | WATER | 33,020.34 |
| 03 | ELECTRIC | 184,120.81 |
| 04 | SALES TAX & STATE FEES | 9,471.78 |
| 05 | SEWAGE DISPOSAL | 10,784.24 |
| 10 | EMPLOYEE BENEFIT | 7,623.21 |
| 12 | AIRPORT | 7,323.86 |
| 16 | SERVICE DEPOSIT | 2,578.95 |
| 26 | RECREATION COMMISSION | 50.96 |
| 32 | SPECIAL PARKS & RECREATIO | 23.10 |
| 34 | CAPITAL IMPROVEMENT FUND | 3,818.60 |
| 83 | ELECTRIC EQUIPMENT/REPLAC | 5,033.27 |
| ----- | | |
| | TOTAL FUNDS | 289,364.52 |

| C CTR DESCRIPTION | REG HRS | OT HRS | VAC HRS | SCK HRS | TOT HRS | REG AMT | OT AMT | VAC AMT | SCK AMT | TOT AMT | DEDUCTIONS |
|----------------------|----------------|---------------|------------|------------|----------------|-----------------|----------------|------------|------------|-----------------|----------------|
| 101 GEN. - ADM. | 21.20 | .00 | .00 | .00 | 22.00 | 1461.97 | .00 | .00 | .00 | 1481.49 | 330.86 |
| 102 POLICE | 487.00 | .00 | .00 | .00 | 499.00 | 9915.07 | .00 | .00 | .00 | 10216.27 | 1381.36 |
| 104 STREET | 285.75 | .00 | .00 | .00 | 295.00 | 5595.00 | .00 | .00 | .00 | 5757.33 | 506.64 |
| 105 GEN-ZONING | .00 | .00 | .00 | .00 | .00 | 481.02 | .00 | .00 | .00 | 481.02 | .00 |
| 230 WATER-LAKE | 3.00 | .00 | .00 | .00 | 3.00 | 78.00 | .00 | .00 | .00 | 78.00 | .00 |
| 232 WATER-DISTRIBUT | 264.50 | .00 | .00 | .00 | 275.00 | 3098.31 | .00 | .00 | .00 | 3276.49 | 503.53 |
| 233 WATER-COMM& GEN | 80.23 | .00 | .00 | .00 | 85.60 | 2925.71 | .00 | .00 | .00 | 3032.47 | .00 |
| 331 ELECTRIC-PROD | 583.00 | .00 | .00 | .00 | 589.50 | 8771.09 | .00 | .00 | .00 | 8905.97 | 925.53 |
| 332 ELEC-DISTRIBUTI | 558.25 | .00 | .00 | .00 | 597.50 | 8127.17 | .00 | .00 | .00 | 9037.16 | 1520.78 |
| 333 ELECTRIC-COMM | 105.34 | .00 | .00 | .00 | 114.41 | 5342.80 | .00 | .00 | .00 | 5515.34 | 200.51 |
| 533 SEWER-COMM & GE | 27.98 | .00 | .00 | .00 | 31.99 | 993.97 | .00 | .00 | .00 | 1067.54 | .00 |
| 534 SEWER-TREATMENT | 274.00 | .00 | .00 | .00 | 280.50 | 3163.40 | .00 | .00 | .00 | 3280.58 | .00 |
| 2601 REC - GEN | 18.50 | .00 | .00 | .00 | 18.50 | 333.00 | .00 | .00 | .00 | 333.00 | .00 |
| 5102 OT GEN POLICE | .00 | 9.50 | .00 | .00 | 9.50 | .00 | 265.57 | .00 | .00 | 265.57 | .00 |
| 5231 OT WATER PROD | .00 | 2.00 | .00 | .00 | 2.00 | .00 | 71.08 | .00 | .00 | 71.08 | .00 |
| 5232 OT WATER DIST | .00 | 44.00 | .00 | .00 | 44.00 | .00 | 1404.36 | .00 | .00 | 1404.36 | .00 |
| 5233 OT WA COMM/GEN | .00 | 5.00 | .00 | .00 | 5.00 | .00 | 155.33 | .00 | .00 | 155.33 | .00 |
| 5331 OT ELEC PROD | .00 | 33.00 | .00 | .00 | 33.00 | .00 | 1277.40 | .00 | .00 | 1277.40 | .00 |
| 5534 OT SEWER TREAT | .00 | 11.00 | .00 | .00 | 11.00 | .00 | 393.48 | .00 | .00 | 393.48 | .00 |
| 6102 SHIFT GEN POLIC | .00 | .00 | .00 | .00 | 160.00 | .00 | .00 | .00 | .00 | 80.00 | .00 |
| 99999 DISTRIBUTED | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 403.11 |
| TOTAL | 2708.75 | 104.50 | .00 | .00 | 3076.50 | 50286.51 | 3567.22 | .00 | .00 | 56109.88 | 5772.32 |

RFQ for the City of Anthony Sunrise 2 Material

Please quote the following as line items and availability. Please include sales tax and delivery fee.

| <u>QTY</u> | <u>MATERIAL</u> |
|------------|--|
| 1 | R3CA-C 3 Phase Equipment Mount |
| 3 | CP730143PB 200 Amp Load Break Cut Out |
| 3 | 7642-S-2-1/0 Termination Kit |
| 20 | 162LRJS-B5220 #2 AWG Elbow Connector |
| 50 | 161LR-B5240 1/0 Elbow Connector |
| 10 | 167ESA-10 Arrester Elbow |
| 40 | G-5 Ground Rod Clamp |
| 20 | 615883 Ground Rod 5/8"x8' |
| 160 | 50x200 HEBolt Bronze Bolt |
| 160 | 50C Hen Box Bronze Nut |
| 160 | 50 SW Box Bronze Split Lockwasher |
| 320 | 50 FW Box Bronze Flat Washer |
| 30 | KK4A36U-4N Universal Terminal |
| 12 | CST2 2"Conduit Strap |
| 300' | 2" Sch. 40 PVC Conduit |
| 20 | 2" Sch. 40 PVC 90 Elbow |
| 20 | 2" Sch.40 PVC Coupling |
| 30' | 2" GRC |
| 3 | CV 20 Conduit Ventalating Cable Support |
| 4 | C6CS024 24" Conduit Standoff Bracket |
| 250' | #2 THHN Copper |
| 17,000' | 1/0 AL-STR EPR 220mil URD 15kv 16#14 neutral (must be in duct) |
| 5,000' | 2 AWG AL-STR EPR 220mil URD 15kv 10#14 neutral (must be in duct) |
| 500' | 4/0 4/0 4/0 Monmouth URD Triplex |
| 18 | U3849-0-2/200 Milbank Pedestal 400 Amp |
| 8 | AM306015 3 phase Cabinet with (3) 4 way modules and steel ground sleeve |
| 10 | CBP-37-24A-MG-22x24 Transformer Pad |
| 10 | 50 KVA Pad Mount Transformer 1 Phase 7200/12470Y Primary 120/240 Secondary |



**RESOLUTION
GOVERNMENTAL ENTITY**



GOVERNMENTAL ENTITY NAME AND ADDRESS

CITY OF ANTHONY
124 S BLUFF
ANTHONY, KS 67003-0000

Initial Resolution.

| DATE OF RESOLUTION | ACCOUNT NUMBER | Tax Identification Number |
|--------------------|------------------------------------|---------------------------|
| October 23, 2023 | Certificate of Deposit #5000001940 | 48-6005261 |

By signing below, I certify to Bank of the Plains ("Financial Institution") that: I am the ADMINISTRATOR of the above named Governmental Entity ("Entity"), validly chartered and operating under the laws of the State of Kansas; the following is a true and complete copy of the Resolution, properly adopted at a duly called open legal meeting of the officers of the Entity held on October 17, 2023 in accordance with the charter of the Entity, if any; this Resolution is contained in the minutes of that meeting and that such Resolution is still in force and effect and has not been amended or rescinded, and was and still is in accordance with the charter of the Entity, if any; the Financial Institution has been provided a true and complete copy of the charter of the Entity, if any, as in effect as of the date of this Resolution; provided below are the correct names, titles, and genuine signatures of the persons authorized to exercise the powers provided in the Resolution ("Authorized Signers"); and the Financial Institution may rely upon my certification as to my authority to execute this Resolution and to make the representations in this Resolution.

IT IS RESOLVED:

The Authorized Signers shall possess the powers indicated as contained in this Resolution.

DEPOSITORY ACCOUNT. Perform the following activities in regards to the depository account(s) indicated above in the name of the Entity, subject to any terms and conditions governing the account(s), including:

- **Account Opening and Maintenance.** Open and maintain the Entity account(s).
Number of signers required: 1
- **Make Deposits.** Make deposits to the Entity account(s).
Number of signers required: 1
- **Endorsements.** Endorse for negotiation, negotiate, and receive the proceeds of any negotiable instrument, check, draft, or order for the payment of money payable to or belonging to the Entity, by writing, stamp, or other means permitted by this Resolution without the designation of the person endorsing.
Number of signers required: 1
- **Make withdrawals.** Make withdrawals from the Entity account(s) in any manner permitted by the account(s) regardless whether such action will create or increase an overdraft of the involved account.
Number of signers required: 1
- **Transfer Funds.** Transfer funds from the Entity account(s) in Financial Institution to any account whether or not held at this Financial Institution and whether or not held by this Entity and execute any agreements related to such transfers.
Number of signers required: 1
- **Approve, Endorse, Guarantee and Identify Payees.** Approve, endorse, guarantee, and identify the endorsement of any payee or any endorser of any negotiable instrument, check, draft, or order for the payment of money whether drawn by the Entity or anyone else and guarantee the payment of any negotiable instrument, check, draft, or order for the payment of money.
Number of signers required: 1
- **Delegate Authority.** Delegate to others the authority to approve, endorse, guarantee, and identify the endorsement of any payee or endorser on any negotiable instrument, check, draft, or order for the payment of money and to guarantee the payment of any such negotiable instrument, check, draft, or order for the payment of money.
Number of signers required: 1

CASH MANAGEMENT. Enter into a cash management agreement or applicable agreement(s) with Financial Institution and exercise all rights and be subject to all responsibilities under the agreement(s).

Number of signers required: 1

IT IS FURTHER RESOLVED THAT:

DESIGNATED DEPOSITORY. Financial Institution is designated as a depository for the funds of the Entity and to provide other financial accommodations indicated in this Resolution.

AUTHORIZED SIGNER'S POWERS. Authorized Signers are authorized to make any and all other contracts, agreements, stipulations, and orders which the Authorized Signers may deem advisable for the effective exercise of their powers.

SIGNATURES. The Financial Institution shall be indemnified and held harmless by the Entity for any claims, expenses, damages, or attorney fees resulting from the honoring of any signature, authorized by this Resolution, or refusing to honor any signature not so authorized, regardless of whether or not such signature was genuine, if such signature reasonably resembles the specimen provided to the Financial Institution. The Financial Institution shall also be permitted to rely upon non-signature security and verification codes which it provides to or receives from an Authorized Signer and shall be indemnified and held harmless by the Entity for any claims, expenses, damages, or attorney fees resulting from their use.

IMPROPER ENDORSEMENT. Any negotiable instrument, check, draft, or order for the payment of moneys not clearly endorsed by an Authorized Signer may be returned to the Entity by the Financial Institution. The Financial Institution, in its sole discretion, alternatively may endorse on behalf of the Entity any negotiable instrument, check, draft, or order for the payment of money not clearly endorsed in order to facilitate collection. Financial Institution shall have no liability for any delay in the presentment or return of any negotiable instrument, check, draft, or order for the payment of money which is not properly endorsed.

DISPOSITION OF FUNDS. When withdrawal or transfer powers are granted to an Authorized Signer, the Financial Institution is directed and authorized to act upon and honor withdrawal or transfer instructions issued and to honor, pay, transfer from, and charge to any depository account(s) of the Entity, all negotiable instruments, checks, drafts, or orders for the payment of money so drawn when signed consistent with the Resolution without inquiring as to the disposition of the proceeds or the circumstances surrounding the issuance of the negotiable instrument, check, or order for the payment of money involved, whether such negotiable instruments, checks, drafts, or orders for the payment of money are payable to the order of, or endorsed or negotiated by any Authorized Signer signing them or any Authorized Signer in their individual capacities or not, and whether they are deposited to the individual credit of or tendered in payment of the individual obligation or account of any Authorized Signer signing them or of any other Authorized Signer.

PRIOR ENDORSEMENTS. All negotiable instruments, checks, drafts, or orders for the payment of money deposited with prior endorsements are guaranteed by the Entity.

PRE-RESOLUTION TRANSACTIONS. All actions by Authorized Signers in accordance with this Resolution but before the adoption of this Resolution are approved, ratified, adopted, and confirmed by the Entity.

WARRANTY. That the Financial Institution may rely upon the certification as to the Entity authority to execute this Resolution and make the representations in this Resolution.

NOTIFICATION OF CHANGES. The Entity shall notify Financial Institution in writing at its address shown above in advance of any changes which would affect the validity of any matter certified in this Resolution.

REVOCAION AND MODIFICATION. An act ("Act") to modify, terminate, amend or replace this Resolution will not immediately affect the ability of the Financial Institution to rely upon this Resolution. The Act shall not affect any action by the Financial Institution in reliance on this Resolution before the date the Act becomes effective as set forth in the next sentence. An Act will not become effective until all of the following occur: (a) Financial Institution receives written notification of the Act in a form and substance satisfactory to the Financial Institution and (b) the Financial Institution has had a reasonable period of time to act upon such notification. Until the Act is effective, this Resolution shall remain in full force and bind the Entity, its legal representatives, heirs, successors and assigns.

DESIGNATION OF AUTHORIZED SIGNERS

| NAME/TITLE | SIGNATURE | AUTHORITY CODE/LIMITATIONS |
|-----------------------------------|-----------|--|
| CYNDRA L KASTENS ADMINISTRATOR | | Account Opening and Maintenance; Cash Management; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees; Delegate Authority |
| JAMIE R DEVINEY TREASURER | | Account Opening and Maintenance; Cash Management; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees; Delegate Authority |

By signing this Resolution, I acknowledge reading, understanding, and agreeing to all of its provisions and certify, personally and on behalf of the Entity, that all statements made in this Resolution are true and correct.

CYNDRA L KASTENS
ADMINISTRATOR

Date

CEREAL MALT BEVERAGE/ALCOHOL AT
MUNICIPAL HALL APPLICATION
FEE \$75.00

APPLICANT INFORMATION:

Name of Applicant: Joe Mendoza DOB: 8-16-01
Address: 902 N. Springfield Ave City/State/Zip: Anthony, KS 67003
Phone: 620-778-0465 Email: ~~joethomas@mendoza.com~~
joethomas@mendoza.com

EVENT INFORMATION:

Type of Event: Wedding Reception
Event Date: 8-21-23 Event Time: 6 a.m./p.m. to 10 a.m./p.m.
10
Hours when alcohol will be served: 6 a.m./p.m. to 10 a.m./p.m.

Event Details:

Is this event: Private By invitation only Public
Is the event organizer: Individual For-profit Non-profit
Will there be any charges for your event or for drinks? Yes No

List charges (including admission, tickets, etc...) NA

Type of alcohol to be served (or sold): Beer, Wine, Champagne

Will you be using a bartender or professional in the distribution of alcoholic beverages: Yes No


Estimated number of attendees/invitees: 120

Please list specific food to be served during the event: Tacos, chips & queso, rice & beans

By signing below, the applicant agrees:

1. To provide proof that they are 21 years of age or older.
2. To be responsible for violations of all laws, state and local, concerning possession and/or consumption of alcohol by minors.
3. To defend, indemnify, and hold harmless the City of Anthony, its employees and agents, for all liability claims arising out of this event.
4. To provide, if required, a valid Certificate of Insurance with event liability insurance that includes liquor liability naming the City of Anthony as an additional insured in the amount of \$1,000,000.00 at least seven (7) days prior to the start of the event.

- 5. To provide separate and in addition to the above, if applicant is using a bartender or professional, an additional liquor liability policy naming the City of Anthony as an additional insured in the amount of not less than \$500,000.00 at least seven (7) days prior to the start of the event.
- 6. To be personally responsible for any repairs and costs associated with such repairs necessary as a result of the event.

Signature:  Date: 10-12-23

Approval:

The following is hereby approved: _____ Consumption on Premises _____ Sale on Premises

A Temporary Permit is required and must be sent to the Alcoholic Beverage Control not less than 14 days before the event. _____ Yes _____ No

Event Insurance, that includes liquor liability, is required (with the City of Anthony listed as additional insured) _____ Yes _____ No

Additional Liquor Liability Insurance is required for Bartender or Professional (\$500,000.00) (with the City of Anthony listed as additional insured) _____ Yes _____ No

Received by/date/time: 1:30 pm 10/12/23 SM

Date reviewed by City Commission: _____ Approved _____ Disapproved

Mayor Signature: _____

Anthony Lake Trail Budget Notes

The top budget is the proposed total project budget as of November 2022, indicating a projected \$960,125 project.

Budget

| OPINION OF PROBABLE COST | | | | |
|---|----------|------|--------------|---------------------|
| KANSAS DEPARTMENT OF WILDLIFE & PARKS RECREATIONAL TRAILS | | | | |
| CITY OF ANTHONY - TOWN/LAKE TRAIL | | | | |
| EBH ENGINEERS | | | | 11/11/2022 |
| ITEM | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 1 Mobilization | 1 | L.S. | \$60,000.00 | \$60,000.00 |
| 2 Clearing and Grubbing | 1 | L.S. | \$15,000.00 | \$15,000.00 |
| 3 Common Excavation | 2000 | C.Y. | \$30.00 | \$60,000.00 |
| 4 Sidewalk Construction (4")(AE) | 4550 | S.Y. | \$75.00 | \$341,250.00 |
| 5 Sidewalk Construction (6")(AE) | 75 | S.Y. | \$105.00 | \$7,875.00 |
| 6 Drainage Piping | 300 | L.F. | \$130.00 | \$39,000.00 |
| 7 Kiosk | 2 | Each | \$5,000.00 | \$10,000.00 |
| 8 Pedestrian Bridge | 1 | L.S. | \$85,000.00 | \$85,000.00 |
| 9 Lighting & Electrical | 1 | L.S. | \$110,000.00 | \$110,000.00 |
| 10 Fencing | 1 | L.S. | \$23,000.00 | \$23,000.00 |
| TOTAL CONSTRUCTION COSTS | | | | \$751,125.00 |
| PLUS 10% CONTINGENCIES | | | | \$76,000.00 |
| OPINION OF PROBABLE COST | | | | \$827,125.00 |

| | |
|--|--------------|
| PRELIMINARY ENGINEERING/DESIGN | \$56,000.00 |
| CONSTRUCTION ENGINEERING/INSPECTION | \$77,000.00 |
| TOTAL ESTIMATED COST (Design, Construction & Inspection) | \$960,125.00 |
| LOCAL MATCH (47%) | \$451,367.14 |
| TOTAL REQUESTED AMOUNT FROM KDWP | \$508,757.86 |

Note: The two sizes of sidewalk thickness (4" and 6") is due to approximately 75 S.Y.'s of the trail that will need to be driven over with vehicular traffic south of the spillway near the City Maintenance shop.

The following is the amended Grant Budget. KDWP changed the budget and removed the items listed below. This was to achieve the 80/20 funding of the grant but DOES NOT represent total project costs. Estimated actual project costs are still real expenses that will have to be paid as projected above. Meaning, you will see two budgets, one for the grant and one that is actual for the project. The remaining funds (the city's 20% match on the grant budget, and all the expenses removed such as the Kiosk, fencing, lighting, electrical, design, and inspection, still have to be paid for. They will be funded with the monies from the private benefactor). A donation of \$471,455.11 was received from a private benefactor and is currently invested in a 6-month CD that matures in January 2024 at 5.42%.

City of Anthony

| Item | Cost |
|----------------------------|---------------------|
| Mobilization | \$60,000.00 |
| Clearing and Grubbing | \$15,000.00 |
| Common Excavation | \$60,000.00 |
| Sidewalk Construction (4") | \$341,250.00 |
| Sidewalk Construction (6") | \$7,875.00 |
| Drainage Piping | \$39,000.00 |
| Pedestrian Bridge | \$85,000.00 |
| Total | \$608,125.00 |
| Total with 10% Contingency | \$668,937.50 |
| 80% | \$535,150.00 |
| 20% | \$133,787.50 |

- *Removed Kiosk, Fencing, Lighting and Electrical
- *Removed Engineering/Design
- *Removed Construction Engineering/inspection

Project Summary:

Grant Agreement Notes: Grant amount \$535,150.00. Grant Adjusted Project Total: \$668,937.50

Actual Project Total \$960,125

Project must be completed by September 30,2026

Project must start within one year of signed agreement date.

Rough Outline of Action items:

1. Prepare Press Release announcing the grant and the upcoming Lake Trail Project.
2. Go out for bid for engineering.
3. Secure easement for land:
 - a. Approve request for 2 permanent RV hook ups in lieu of cash payment for easement.
 - b. Consult with engineer to determine the best way to tie in their sewer. Determine cost for connection.
 - c. Pay for surveying, draft easement. File.
4. Prepare engineering design for approval with Commission.
5. Bid out construction for the path itself. Concurrently City of Anthony will need to install electricity and lights.
6. Still need to work on the aesthetics of the project: landscaping, benches, etc. I have talked to Bill Moyer with the Tree Board to determine landscaping. I'm hoping there will be a club, association, or student project that might have an interest in providing or constructing benches. If not, the hope is that there are funds left to purchase some.
7. Finally, I have spoken to the benefactor about coming up with a name for the trail in honor of the donor. This would of course be approved by the Commission, but I wanted to make sure you were ok with this direction. Once constructed, there would also be signage indicating who the funding partners were. Let me know if you would prefer, I change course on that.

State of Kansas
 Department of Administration DA-146a
 (Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Operations Office
512 SE 25th Ave.
Pratt, KS 67124-8174



Phone: (620) 672-5911
Fax: (620) 672-6020
www.ksoutdoors.com

Brad Loveless, Secretary

Laura Kelly, Governor

**KANSAS DEPARTMENT OF WILDLIFE AND PARKS
RECREATIONAL TRAIL PROGRAM NRT2023
LOCAL PROJECT AGREEMENT**

PROJECT SPONSOR: City of Anthony PROJECT #: NRT2023-1
PROJECT NAME: Anthony Lake Trail
PROJECT PERIOD: Date of Last Execution, to September 30, 2026
PROJECT SCOPE: AS DETAILED IN PROJECT APPLICATION AND ATTACHED BUDGET
TOTAL APPROVED PROJECT COST: \$668,937.50
MAXIMUM REIMBURSEMENT TO PROJECT SPONSOR: \$535,150.00

The Kansas Department of Wildlife and Parks (KDWP) and the (Project Sponsor) mutually agree to perform this agreement in accordance with the Fixing America's Surface Transportation Act, Recreational Trails Program, and the following conditions:

1. The trail will be designed, constructed, and maintained to comply with Architectural Barriers Act of 1968 and Section 504, Rehabilitation Act of 1973 and 1978, and the Americans with Disabilities Act (ADA) of 1990.
2. The trail will be constructed and maintained in accordance with all applicable Federal, State, and local laws and regulations, **including but not limited to all provisions of 2 CFR 200** <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>, **Federal Highway Form 1273 Required Contract Provisions Federal-Aid Construction Contracts (attached), and Kansas form DA-146 Contractual Provisions Attachment (attached).**
3. The trail project will be completed, maintained, and open to the public as specified in the project application.
4. The Project Sponsor will comply with Section 106 of the National Historic Preservation Act of 1966 as amended.
5. The Project Sponsor will comply with Executive Order 12432, "Minority Business Enterprise Development" in the purchase of materials and/or labor.
6. The Project Sponsor will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's list of Violating Facilities and agrees to comply with the Clean Air Act of 1970.
7. The Project Sponsor will retain and allow the department and the Federal Highway Administration

reasonable access to any books, documents, papers, or other records pertinent to the grant project for a period of ten (10) years of the Project Sponsor's agreement.

8. The Project Sponsor certifies it will comply with the Drug-Free Workplace Act of 1988.

9. The Project Sponsor certifies it is in compliance with Federal Lobbying Regulations, Section 1352, Title 31, U.S. Code.

10. The Project Sponsor will comply with Title VI and the Civil Rights Act of 1964 and regulations promulgated pursuant to the Civil rights Act of 1964.

11. The Project Sponsor certifies it will comply with the Buy America provisions of the Federal Highway Administration's 23 U.S.C. § 313.

12. The Project Sponsor certifies that it will comply with Build America, Buy America Act as required by Section 70914 of the Bipartisan Infrastructure Law.

a) For project sponsors whose total project amount (including any phasing) is less than \$500,000.00, a waiver now exists.

<https://www.federalregister.gov/documents/2023/08/16/2023-17602/waiver-of-buy-america-requirements-for-de-minimis-costs-and-small-grants> (also attached)

b) **Please contact KDWP if you think your project fits these criteria.**

13. The Department may terminate this grant at any time if any of the above conditions are not met and cause the Project Sponsor to bring the trail to a point of recreational usefulness at the Project Sponsor's expense.

The KDWP promises, in consideration of the promises made by the Project Sponsor herein, to obligate and pay to the Project Sponsor a sum of money not to exceed **\$535,150.00**. The Project Sponsor promises to execute the project described in accordance with the terms of this agreement as described in the grant application.

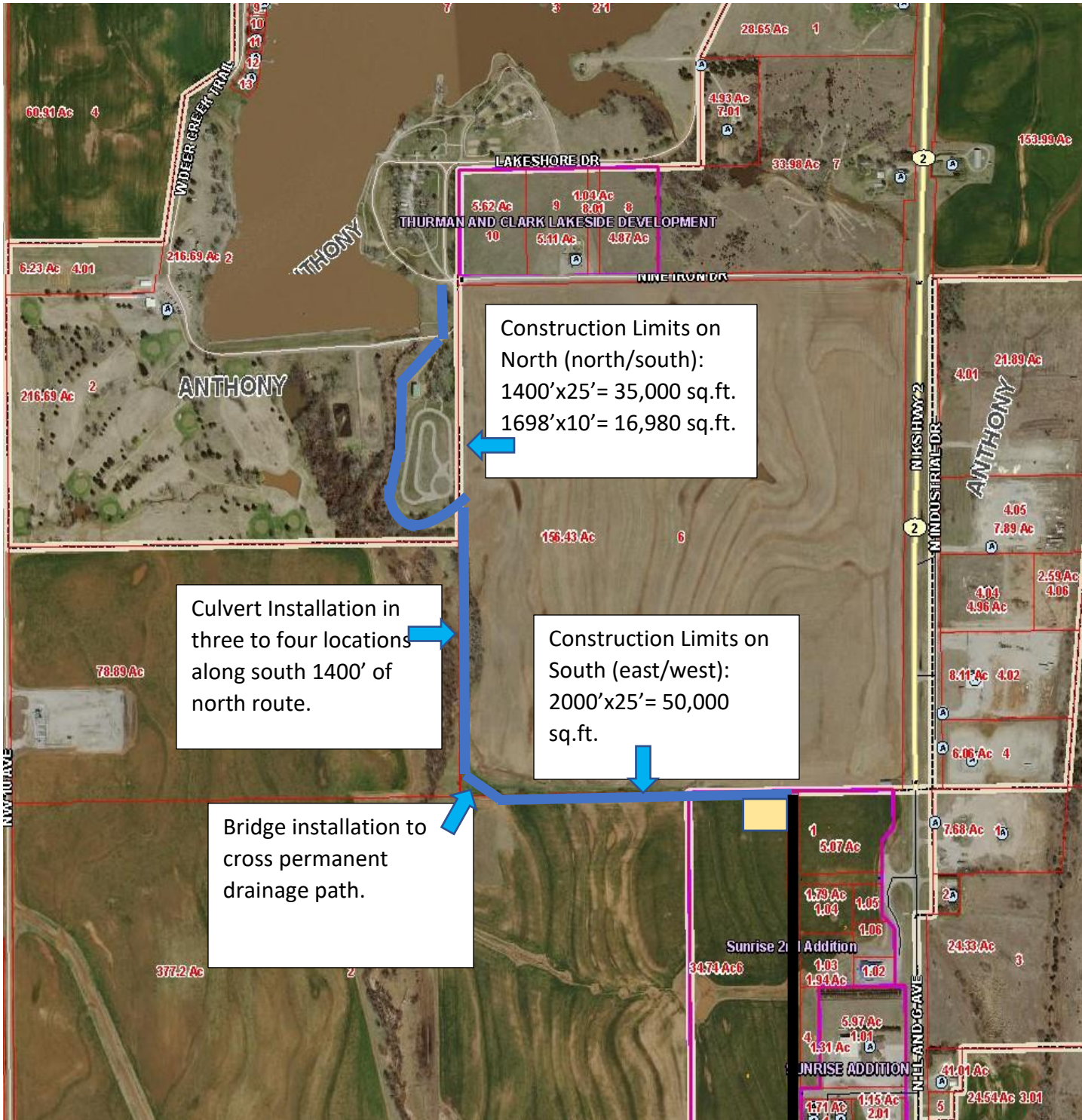
By: _____

Linda Lanterman, KDWP

Date: _____

By: _____

Date: _____



- Construction Details:
1. This portion of the trail is located atop an abandoned elevated drainage path. Remove drainage structures on east/west route. Rework ground to establish path.
 2. Install bridge in southwest trail corner to adequately cross current drainage path and protect integrity of trail in rain events.
 3. Remove only enough trees on first 1400' of north/south trail to establish path within tree row (while maintaining most trees for atmosphere).
 4. Install culverts as needed in south 1400' of north/south trail to protect trail and allow trail use in rain events.
 5. Determine any applicable flood plain requirements for the 400' of the trail that sits adjacent (and partially in) the edge of the 100-year flood plain.
 6. Install five-wire permanent fencing on the outermost parameter of the easement that sits adjacent any farm ground.

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
10/17/23

NO Special Meeting for Boat Ramp Monday October 30th, bids will be opened Nov. 7th.
Notice: I will not be at the November 7th City Commission meeting. Sherri will cover.

PUBLIC COMMENT – Recognition of Promotion of Bryan Struble to Street Department Head

Public Comment allows the public an opportunity to address the City Commission. There is a five minute per person limit on public comments.

CONSENT AGENDA

1. Approve October 3, 2023 Regular Meeting Minutes
2. Special Appropriations:
 - Fund #83-Electric Equip Replacement-Border States \$1,698.35-Sunrise 2nd bracket/cut outs/mounts/cross arms
 - Fund #34-Airport Capital Improvements-Border States \$763.88-AWOS/Beacon Conduit
3. Appropriation Ordinance No. 3176 \$289,364.52
4. Approve 10.10.2023 Payroll \$56,109.88
5. Approval to Submit Bid for Sunrise 2nd Electrical Materials
6. Bank of the Plains Resolution COD 5000001940

PUBLIC HEARINGS - NONE

REGULAR BUSINESS

7. Approve Mendoza Municipal Hall CMB Application
8. McDonalds Fire Discussion
9. Approve KDWP Recreational Trail Grant Project# NRT2023-1 for Anthony Lake Trail \$535,150.00
10. LKM Conference Update

Admin Report:

1. Pending Demolitions – The Notice to Proceed was issued on the 27th. The contractor has the south Anthony and north Kansas properties completed and will be starting work on Massachusetts.

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
10/17/23

2. Turf Runway Rehab – Dirt work officially began on September 25th for the turf runway rehab. Efforts have been coordinated with the tenant (though we have not met on site yet, we have been communicating), the FBO (Tracy), and Salt Plains Outfitters. The project wrapped up last week with the seeding portion and is now done. The main runway was closed weekdays, sunup to sundown, but is open now. The turf runway will remain closed for a few weeks to allow settling and seeding to not be destroyed since the dirt work is freshly finished. Trident is the company that performed the seeding and they have also agreed to come back in the Spring to touch up any seeding that is blowing out right now. I expect the contract with Rinke to be signed this week and then he can start the dirt work for the AWOS. I do not know his timeline just yet.
3. BASE Grant – Roadwork is underway. The base has been built and compaction tested. The temporary road has been constructed so NAPA customers can continue to access the store with no interruptions. We used the rock that was on the road (NAPA had just paid for some of that within the last year or two) to build the temporary road and when that is no longer needed, Mies has agreed to relay their rock in their parking lot, so their expenses are not lost. There has been a complication with NAPA's fiber optic line, but it has been moved for now. This line is a private service line that was laid in the public right of way. We are working through responsibility of cost on that issue now but at present, the priority goal was to get it relocated so it does not hold up construction at greater costs. This project is moving much more rapidly than we anticipated. As you can see below, the curb and gutter is in, we are starting on concrete for the streets.



4. Cold Weather Rule – The discussion as to whether the City of Anthony wants to continue to voluntarily follow the Cold Weather Rule or not was discussed this last Spring and no decision was made. I told the Commission I would bring it back up on a later agenda if you

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
10/17/23

wanted to discuss it. Please let me know if you want this added to the agenda as the Rule goes into effect on November 1st. Reminder, we are no longer required to follow the rule as per KCC guidelines.

5. Anthony Lake Boat Ramp – The bids are out but did not get out when I had hoped therefore, there will not be a Special Meeting to open them. The bid opening will be at the regular meeting on November 7th.
6. Housing – This task takes a full-time employee all on its own at this point. Here is a quick summary of action items to date:
 - a. Builder - By the end of this week I will have met with two potential builders. At this point, I am just meeting with interested parties, explaining the packages and development incentives we have, and then waiting to see if anyone comes back with any form of dedicated interest. At that point, I would bring it to the Commission to discuss specific details.
 - b. Incentives (MIH and RHITC)– We already have free land, HRP, and No Specials Payments (hopefully, we are still waiting to hear from Atmos. If anyone has pull there, feel free to jump in, I just have not had anything from them.). We are also working on the MIH and Tax Incentive programs. The applications for the RHITC are being prepared now in draft form and I am trying to get figures together to present to you so I can determine if you want to go for an MIH or not. We are working with Ross Vogel to assist us in this application process.
 - c. Land Agreement - I am also working on a draft land agreement for the Commission to review in regard to the legalities of title transfer, ownership, and requirements in Sunrise 2nd. This will be a draft for the Commission to work from. The City of Harper is leading on this, and I plan to take their draft work and customize it for the direction Anthony Commission has given me. I believe when we tackle this discussion it will naturally lead to our final discussions on housing standards for this.
 - d. RHID – I am drafting the RHID plan which is the next step required in the RHID process. This is a tight deadline because we have several more hoops to get through prior to December 31st. Working with Kevin Cowan at Gilmore Bell to accomplish this. We will still have to go back to the County at some point to see what their final verdict is on approving the RHID but having the plan developed will provide some of the final information the County may want to see for final decisions.
 - e. CDBG Housing Grant – This is the funding pool that would help people that already own properties in Anthony that may need renovation or demolition. This funding pool can provide up to \$300,000 for this purpose. The properties have to be inspected and there is a local match, however, SCKEDD can provide the inspections and their services (free to us) can count as match dollars. In addition, SCKEDD is usually willing to help write the grant and administer the program (being paid the 10% admin fee on the grant if awarded). Mayor Cleveland and Chief Hodson drove the community and provided a potential neighborhood

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
10/17/23

suggestion to apply for. We will continue to investigate the location options. For now, I have a meeting with SCKEDD on Wednesday to see if they will consider working with us on this project.

- f. Banners – The design committee (Juliana Whisman, Amy Wells, and Commissioner Smith) continues to work on the banner prototype. Members met last week to review the first draft presented by the Banner Company and have another meeting this week on Wednesday to provide comments to send back to the company. We are hoping for a draft at that time to show the Commission for input. In addition, thanks to Commissioner Smith’s engineering, we may have the black HPCO metal pole sign attachments figured out. I did relay that Anthony was interested in not producing these, but the other cities wanted to continue with production since it was part of the grant application and the unifying piece. That does not mean Anthony will have to participate but I will need to complete the grant objectives as they were applied for so we will need to complete this piece for at least 60 of the signs for the other communities, even if Anthony does not participate at production time. I will be looking for that final guidance very soon.
- g. Staffing – We have two new employees with the city: John Calhoun in the water/wastewater department and David Bradley as the Lake Caretaker. Welcome John and Dave!
- h. Current Projects – Just for fun (and because there are so many, I cannot always keep track) I just wanted to summarize a list of all the grant type projects we currently have underway:
- a. Grants Awarded:
 - Recreational Trails Grant
 - BASE Grant
 - SEED Grant
 - Rural Champion Grant Mini Grants
 - Rural Champion Housing Specialist (Tentative Award)
 - KDOT Aviation Beacon and AWOS
 - CCLIP Main and Anthony
 - b. Grants Applying for or Monitoring for Potential Application:
 - FAA CIP – T-Hangars Next with BIL \$
 - CDBG Housing
 - KDOT Cost-Share/TEAP Sidewalk and Crosswalk on LL&G
 - Solar Farm
 - Lake Dredging
 - BIRC for Bathroom/Shelter Campsite A
 - Pool House Renovation
 - Splash Pad
 -

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
10/17/23

c. Projects Other than Grants:

- Land Bank
- RHID
- Lead & Copper Rule
- Many more...see below

The above list does not even include ANY of my day-to-day regular workload as the Administrator. In the next two weeks I hope to prepare a list for you of all the activities pending under my regular workload. Again, mostly for myself because it's very hard to keep it all straight at the moment but also to present to the Commission to keep you informed of my performance, activities, and duties.

To: Anthony City Commission

Re: Chief of Police report

From: Kenny Hodson

Date: 10-17-2023

We investigated a disturbance in the 300 block of N. Kansas and the 200 Block of W. Main and arrested Chad Deffenbaugh for criminal damage to property and battery on a Law Enforcement officer. Officer Manning was injured during the incident and will be off for a while.

We arrested Chyenne Murphy for possession of marijuana after a traffic stop.

We investigated a case of identity theft.

We investigated one minor traffic accident.

The houses at 324 S. Anthony and 301 N. Kansas have been removed and the properties cleaned up.