



# City Commission Regular Meeting

Tuesday, September 05, 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 August 15, 2023 Regular Meeting Minutes
2. Approve August 22, 2023 Special Meeting Minutes
3. Special Appropriations:  
  
Fund #34 Street Improvements-Pavement Maintenance-\$2,137.89-Street Paint, Cold Patch, & Filter  
  
Fund #95 Fire - Anderson Welding - \$5,474.93 - #53 Grass Truck Grill Guard  
  
Fund #95 Fire - K&S Tire - \$1,196.00 - #50 Aerial 2 Rims Blown Tire 2/23  
  
Split Funds Approve \$263.90 over the Pre-Approved \$2000 Donation for Pioneer Feed
4. Appropriation Ordinance No 3173 \$267,821.21
5. Approve 08.29.2023 Payroll \$62,584.41
6. Approve to Pay up to \$170 of Lake Board Capital to Complete Purchase of Two More Fire Rings for the Lake
7. Approve Reappointment to Lake Board for Dick Aldis and Andi Giesen - Terms to expire 2027
8. Ordinance No. S-316 Creation of Economic Development Fund
9. Sunrise 2nd BASE Grant - Mies Construction Pay Estimate #1 - \$313,016.40

- [10.](#) Approve Consultant Preliminary Engineering Services Agreement with EBH Engineering for Project No. 39 KA-6909-01 (CCLIP Main & Anthony)

**PUBLIC HEARINGS - NONE**

**REGULAR BUSINESS**

- 11. Request from County to Purchase Available lots (South half of 3, and all of 6, 7, and 10) in Block 23 in Anthony - HP CO Commission
- [12.](#) PRIDE Trivia Fundraiser Use of Municipal Hall and Waiver of Fees Nov 4th
- 13. PRIDE - Approve to add Flyer to Utility Bills
- [14.](#) Approve Special Event Retailers' Permit Application - Chamber of Commerce
- [15.](#) Approve Street Sign Proof
- [16.](#) Planning Commission Recommendation for Approval of Ordinance S-315 Rezone Sunrise 2nd Addition
- 17. Banner Update
- [18.](#) HPCO Community Flag Mural for Anthony
- 19. Fire Department Request to Bid Electronic Nozzle for #53 Grass Truck to be Paid from Fund#95 .
- [20.](#) Approve Municipal Court Report August 2023
- [21.](#) Health Resolution No. 1134 611 N. Jennings Cherry 2023

**STAFF REPORTS**

- [22.](#) Administrator 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, August 15, 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.

### ABSENT

Commissioner Eric Smith

Administrator Cyndra Kastens, Deputy City Clerk Sherri Miller, Superintendent Randy Moore, Police Chief Kenny Hodson, Street Dept Head Bryan Struble, Electric Distribution Dept Head Jerry Angle, Police Officer Nate Houston and Creighton Cullop

- 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.

### **1. Employee Promotion Recognition - Bryan Struble promoted to Street Department Head**

Recognition was given to Bryan Struble who has been promoted to the Street Department Head.

### PUBLIC COMMENT - NONE

### CONSENT AGENDA

2. Approve August 1, 2023 Regular Meeting Minutes
3. Appropriation Ordinance No 3172 \$348,158.65
4. Approve 08.15.2023 Payroll \$83,966.16

5. Request to Obtain Bids for Class 3 Wood Electric Poles: 10 - 30', 39 - 35', and 31 - 40'
6. Approve FAA Grant Agreement ANY-CEG-3-20-0002-015-2023 Turf Runway and Direct City Administrator to Execute all Project Documents

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 Eaton.

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

## **PUBLIC HEARINGS - NONE**

## **REGULAR BUSINESS**

### **7. Bid Opening Demolition Bids**

Mayor Cleveland opened the four bids received for Demolition of 301 N Kansas, 422 N Massachusetts and 432 S Anthony. The following bids were received: DLS Underground \$32,000.00, G & G Dozer \$29,000.00, Barker Sand & Gravel \$24,100.00, and Skidsteer Services \$23,000.00. A motion was made by Commissioner Hodson to approve the bid from Skidsteer Services for \$23,000.00. Further discussion took place. Commissioner Hodson then amended his motion to approve the bid from Skidsteer Services for \$23,000.00 less bid cost for 422 N. Massachusetts, contingent upon the property owner's demolition and removal at 422 N. Massachusetts. Mayor Cleveland seconded the motion. Further discussion took place again and the Mayor placed this agenda item on hold for the City Administrator to contact the bidder and verify the cost per property bid.

After discussion with the bidder and verification of the per price property of 301 N. Kansas - \$5000, 422 N Massachusetts - \$10,000, 432 S Anthony - \$8,000., the motion was amended again to approve Skidsteer Services for \$23,000.00 contingent that if any properties are voluntarily torn down prior to the demolition date, that property price would be excluded from the bid.

Motion made by Commissioner Hodson Jr., Seconded by Mayor Cleveland.

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

### **8. Untable Bid Opening Street Signs**

A motion was made to untable the Bid Opening for Street Signs.

Motion made by Commissioner Lanie, Seconded by Mayor Cleveland.

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

Two bids were received. Welborn Sales \$17,346.78 and National Sign Company \$19,453.12. After discussion and an update on vetting the bids from Street Department Head Bryan Struble, a motion was made to approve the bid from National Sign Company for \$16,790.40

for the signs. The hardware portion of the bid will be subject to further investigation and approval will fall under the City Administrator’s purchasing authority.

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

The Commission verified guidance to the Administrator that the signs will be blue background with white lettering.

**9. CT Calibration Tester - Jerry Angle**

Jerry Angle discussed options to complete necessary auditing on the city’s CT electric meters. An estimate to contract the work would be \$22,000 each year to test 85 meters. To purchase a CT Tester (to test in-house regularly) the price is \$34,055. Department Head Angle was given direction to submit for bids to purchase a CT Tester to perform these tests annually in-house.

**10. Interconnection Standards**

Administrator Kastens updated the Commission on the City Attorney's advice to not process any solar applications until the city’s current Behind the Meter Generation and Interconnection Standard policies are updated for statutory compliance. The Commission guided the Administrator to provide notification to current applicants of this required delay in processing applications and work toward a goal to prepare an updated policy for presentation at the September 19, 2023, meeting.

**11. Approve Banner Bids**

Administrator Kastens presented the bids for city banners as follows: Anthony Republican \$43,015, Britten, Inc. \$26,399, and Display Sales \$14,800. Electric Department Head Jerry Angle presented his review of the attachment hardware with the recommendation of the heavy-duty hardware. A motion was made to approve Banner Bids from Britten Inc for \$26,399.00 for 100 Banners.

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

**12. Approve Transient Guest Tax Committee Recommendation to Anthony Disc Golf Club - \$500**

A motion was made to approve the Transient Guest Tax Committee recommendation to the Anthony Disc Golf Club for \$500.00.

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

**13. 2024 Budget Review**

The City Administrator presented the second draft of the 2024 budget.

**STAFF REPORTS**

**14. Administrator Report**

The Administrator provided a written report on BASE Grant, HCCF, RNR Rate, Banners and JD Rhea's Retirement Party.

**15. Superintendent Report**

The Superintendent provided a written report on mowing needs at the lake, morning shop meetings, RFP water tank cleaning, disc golf, KDHE, met with Gary Taylor, billboard request, curb cut, working in front office, zoning and other department activities.

**16. Chief of Police report**

- We inspected some properties to be cleaned up
- We served several weed notices
- We investigated a burglary/theft in the 500 block of N Anthony
- We investigated a domestic disturbance in the 500 block of S. Anthony and turned the case over to the C.A. for possible charges
- We investigated an attempted theft in the 500 block of N. LL&G
- We are investigating a possible aggravated indecent liberties with a minor case

**EXECUTIVE SESSION - NONE**

**ADJOURNMENT**

A motion was made to adjourn the meeting.

Motion made by Mayor Cleveland, Seconded by Commissioner Hodson Jr..

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

\_\_\_\_\_  
Gregory Cleveland, Mayor

\_\_\_\_\_  
Cyndra Kastens, City Clerk/Administrator



## City Commission Special Meeting

Tuesday, August 22, 2023 at 7:00 PM  
Commission Chambers, 124 S Bluff, Anthony, KS 67003

---

### MINUTES

#### CALL TO ORDER

At 7:00 p.m. Mayor Cleveland called the Special Meeting to order.

#### ROLL CALL

##### PRESENT

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

City Clerk/Administrator Cyndra Kastens (by phone), Police Chief Kenny Hodson, Police Officer Nathan Houston

##### ABSENT

Commissioner Jan Lanie

#### ITEMS OF BUSINESS

##### 1. Bid Opening for Police Cruiser

Bids were opened to replace the 2017 Police Cruiser. Two bids were received: (1) Allen Samuels CDJR for \$40,000.00 plus \$7367.90 for Upfitting with a \$4500 Trade Allowance for a total bid of \$42, 867.90. (2) Newberry Family Auto (two bids). Bid 1: 2023 Durango \$42,334.00 with a \$1000 Trade Allowance with no Upfitting bid for a Total bid of \$41,334.00. Bid 2: 2024 Durango \$40,467.00 with a \$1000 Trade Allowance with no Upfitting bid for a Total bid of \$39,467.00.

A motion was made to trade the existing 2017 Ford Explorer toward the purchase and approve the bid from Allen Samuels CDJR for the 2023 Dodge Durango with full upfitting for the total bid of \$42,867.90 to be paid \$15,000 from Police Capital, \$20,000 from Police Municipal Equipment and the remaining amount to complete the bid plus equipment transfer expenses paid out of the General fund.

Motion made by Mayor Cleveland, Seconded by Commissioner Hodson Jr..

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

**ADJOURNMENT**

A motion was made to adjourn the meeting.

Motion made by Mayor Cleveland, Seconded by Commissioner Smith.

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

---

Gregory Cleveland, Mayor

---

Cyndra Kastens, City Clerk/Administrator





Pavement Maintenance Products  
1912 W. Harry Court  
Wichita, KS 67213

Office: (316) 264-1180  
Fax: (316) 264-1183  
www.MAC52.com

160141  
"street paint,  
Cold patch,  
filter"

CUSTOMER COPY



INVOICE

2308-082333 PAGE 1 OF 1

SOLD TO

CITY OF ANTHONY  
PO BOX 504  
Anthony KS 67003

RECEIVED

AUG 27 2023

By *[Signature]*

DELIVER

CITY OF ANTHONY  
PO BOX 504  
Anthony KS 67003

34-04-0001

ACCOUNT	JOB
ANTHONY	0
SOLD ON	8/18/2023 9:41:52 AM
CUST PICKUP	
BRANCH	4000
CUSTOMER PO#	
STATION	M5
CASHIER	DR
SALESPERSON	
ORDER ENTRY	

Thank you for your business!

Quantity	UM	Item	Description	D	T	Price	Per	Amount
10	EA	4111	SW Latex-Fast Dry-White, 5 gal. pail		Y	129.9900	EA	1,299.90
1	EA	4418	Graco Filter #224459		Y	25.9900	EA	25.99
56	BG	1104	UPM Cold Patch, 50 lb. bag S/F		Y	14.5000	BG	812.00

Payment Method(s)

Charge to Acct 2,137.89

KEXEMP 0.00% EXE: GOVERNMENT	SubTotal	2,137.89
	Sales Tax	0.00
	Deposit	
<b>Please Pay This Amount</b>		<b>2,137.89</b>

Remit Payment to:

McConnell & Associates  
1225 Iron Street  
North Kansas City, MO 64116

Invoices due Net 30. A Finance Charge of 1.5% per month, or any part thereof, will be charged on all past due invoices.

*[Signature]*

Signature

52190

"2023 Pioneer Feed"

Item 3.

INVOICE

DATE 08/29/23  
 City of Harper  
 201 W. Main St  
 Harper, KS 67058  
 (620)896-2511

INVOICE TO  
 City of Anthony  
 P.O. Box 504  
 Anthony, KS 67003

02-33-3080-614.30  
 03-33-3080-614.30  
 05-33-3080-614.30

Supplies (silverware, napkins, plates, tickets, ice, water)	\$365.79
Krazyhorse	\$1312.50
Kristy's Kafe	\$418.00
Sporting Zone	\$1225.00
Mi Casita	\$1606.50

TOTAL \$4927.79

Paid by Attica ----- - \$400.00  
 Balance ----- \$4527.79

Split for Harper / Anthony - \$2263.90  
 Paid by Anthony (pizza) - \$418.00

TOTAL NOW DUE - \$1845.90

\*\*Jamie- tickets for ice and water came in after I invoiced you so they have been included in the revised invoice.

Thanks,  
 Karen

KRISTY'S KAFE  
110 W MAIN ST  
ANTHONY, KS 67003  
(620)342 3722

Ref #: 0063

Clerk ID: 11

### Sale

XXXXXXXXXXXX2092

VISA Entry Method: Chip

Amount: \$ 410.00

Tip:

Total: -----

=====

*Kristy Moore*

08/10/23 17:33:06

Inv #: 000046 Appr Code: 630706

Transaction ID: 583222811860275

Apprvd: Online Batch#: 000293

VISA CREDIT

AID: A0000000031010

TSI: 6800

TVR: 8000008000

*Pinpoint Feed*  
CUSTOMER COPY

*HP Co Fair*

**CLAIMS REPORT**  
 Check Range: 8/17/2023- 9/06/2023

# 3173

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL OPERATING					
AFLAC	AUGUST'S BILL DUE IN SEPT		64.24	1249828	9/05/23
ALLEN SAMUELS	2023 DODGE DURANGO		7,867.90	50678	8/25/23
AT&T	HALL WIFI		74.90	50677	8/25/23
BRITTEN, INC	SEED-BANNER 1/2 HALF PAYMENT		13,199.50	50687	9/06/23
CENTRAL KEY & SAFE COMPANY, INC	BURNSITE KEYS		111.00	50688	9/06/23
CITY OF HARPER	2023 HOUSING CONF-KASTENS ROOM		373.56	50690	9/06/23
FIRST BANK	SEPT GRADER		2,963.50	1249830	9/05/23
GALAXIE BUSINESS EQUIPMENT INC	COPIER CONTRACT		86.69	50693	9/06/23
GREAT-WEST FINANCIAL	8/29/23 PR		492.33	1249820	8/29/23
HAZEL'S SHEET METAL INC	PD AC REAPIR		1,901.54	50696	9/06/23
HUB INTERNATIONAL	SEPT BROKER FEE		51.00	50694	9/06/23
IRS	8/29/23 PR		4,828.44	1249824	8/29/23
KHP TROOP F HEADQUARTERS	MVE FORMS		100.00	50701	9/06/23
KANSAS PAYMENT CENTER	8/29/23 PR		207.69	1249818	8/29/23
KANSAS STATE TREASURER	AUGUST COURT FEE		403.00	50702	9/06/23
KPERS	8/29/23 PR	3,123.19		1249822	8/29/23
KPERS	8/15/23 PR	4,294.68	7,417.87	1249823	8/29/23
KS DEPT OF REV-WITHHOLDING	8/29/23 PR		859.40	1249821	8/29/23
LEAGUE OF KS MUNICIPALITIES	STO & UPC BOOKS		245.42	50705	9/06/23
M & S TRUCKS INC	STOCK ROAD ROCK		586.04	50706	9/06/23
MAISEY PRO	AUGUST SVC		33.00	50719	9/06/23
MANHATTANLIFE ASSURANCE COMP	CANCER INS		72.59	50707	9/06/23
MATTHEW W RICKE ATTY AT LAW LL	DEFERRED PROSECUTION AGREEMENT		175.00	50708	9/06/23
NEW YORK LIFE	EMP LIFE INS		4.85	50712	9/06/23
SOUTH CENTRAL WIRELESS	PD PHONES		417.07	50718	9/06/23
TERMINIX PROCESSING CENTER	AUGUST PD PEST CONTROL		229.73	50721	9/06/23
KEITH UNGER	SEED-AWNING DOWN PAYMENT		1,652.13	50674	8/22/23
UNITED STATES TREASURY	HRA FEDERAL EXCISE TAX		11.16	50722	9/06/23
VERIZON WIRELESS	842-2081		41.35	50723	9/06/23
VISION SERVICE PLAN	SEPTEMBER		150.57	1249827	9/05/23
WAXIE SANITARY SUPPLY	HALL PAPER TOWELS/MOPS		423.81	50725	9/06/23
WELBORN SALES, INC	ST SIGN PROOF		25.00	50726	9/06/23

01 GENERAL OPERATING TOTAL 45,070.28

WATER					
AFLAC	AUGUST'S BILL DUE IN SEPT		160.93	1249828	9/05/23
AMAZON CAPITAL SERVICES	TIMECARDS		12.27	50680	9/06/23
ANTHONY AUTOMOTIVE LLC	#20 THROTTLE BODY ACC PED		564.61	50682	9/06/23
CITY OF ANTHONY	REIMB SEPT BCBS		3,454.21	50689	9/06/23
CITY OF HARPER	2023 PIONEER FEED		614.30	50690	9/06/23
GALAXIE BUSINESS EQUIPMENT INC	COPIER CONTRACT		86.71	50693	9/06/23
GREAT-WEST FINANCIAL	8/29/23 PR		70.96	1249820	8/29/23
PAYTON HORN	CAMP HOST FUEL		200.00	50698	9/06/23
HUB INTERNATIONAL	SEPT BROKER FEE		99.00	50694	9/06/23
IRS	8/29/23 PR		2,207.86	1249824	8/29/23
KPERS	8/29/23 PR	1,457.57		1249822	8/29/23
KPERS	8/15/23 PR	893.75	2,351.32	1249823	8/29/23
KS DEPT OF REV-WITHHOLDING	8/29/23 PR		368.90	1249821	8/29/23
LD ENTERPRISES INC	UB ENVELOPES		91.67	50704	9/06/23
LIBERTY NATIONAL	SEPTEMBER		8.76	1249825	9/05/23
MAISEY PRO	AUGUST SVC		33.00	50719	9/06/23
MANHATTANLIFE ASSURANCE COMP	CANCER INS		27.79	50707	9/06/23

**CLAIMS REPORT**  
 Check Range: 8/17/2023- 9/06/2023

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
MATTHEW W RICKE ATTY AT LAW LL	REVIEW OF RETIREMENT HEALTH IN		11.67	50708	9/06/23
MICROSOFT AZURE	USAGE CHARGE		7.32	50709	9/06/23
MUNICIPAL SUPPLY, INC	40' STOCK 16" MAIN		2,737.20	50711	9/06/23
MUTUAL OF OMAHA	SEPT LIFE INS		35.36	1249826	9/05/23
NEW YORK LIFE	EMP LIFE INS		16.23	50712	9/06/23
PITNEY BOWES INC	POSTAGE METER LEASE	92.87		50714	9/06/23
PITNEY BOWES INC	POSTAGE MACHINE	125.00	217.87	1249817	8/29/23
SOUTH CENTRAL WIRELESS	SHOP LINES/EMERGENCY LINE		264.75	50718	9/06/23
GARY TAYLOR	CERT OP FEES AUGUST 2023		740.58	50720	9/06/23
THE HARPER ADVOCATE	YERALLY SUBSCRIPTION		14.00	50695	9/06/23
UNITED STATES TREASURY	HRA FEDERAL EXCISE TAX		13.95	50722	9/06/23
VERIZON WIRELESS	842-2321		106.48	50723	9/06/23
VISION SERVICE PLAN	SEPTEMBER		72.36	1249827	9/05/23
WATER WISE ENTERPRISES	SODIUM HYPOCHLORITE		1,640.00	50724	9/06/23

02 WATER TOTAL 16,230.06

ELECTRIC					
AFLAC	AUGUST'S BILL DUE IN SEPT		305.17	1249828	9/05/23
ALTEC INDUSTRIES, INC.	#6 BUCKET TRUCK PARTS		1,256.70	50679	9/06/23
AMAZON CAPITAL SERVICES	TIMECARDS		12.27	50680	9/06/23
ANDERSON WELDING	FUEL TANK DECK SCREWS		39.00	50681	9/06/23
ATMOS ENERGY	JULY POW PLANT GAS		586.78	50685	9/06/23
CARBANC AUTO SALES, INC	8/29/23 PR		446.33	50699	9/06/23
CITY OF ANTHONY	REIMB SEPT BCBS		9,745.43	50689	9/06/23
CITY OF HARPER	2023 PIONEER FEED		614.30	50690	9/06/23
GALAXIE BUSINESS EQUIPMENT INC	COPIER CONTRACT		86.71	50693	9/06/23
GREAT-WEST FINANCIAL	8/29/23 PR		454.11	1249820	8/29/23
HUB INTERNATIONAL	SEPT BROKER FEE		99.00	50694	9/06/23
IRS	8/29/23 PR		6,191.26	1249824	8/29/23
KANSAS MUNICIPAL GAS AGENCY	NATURAL GAS		218.51	50703	9/06/23
KPERS	8/29/23 PR	3,821.16		1249822	8/29/23
KPERS	8/15/23 PR	1,099.99	4,921.15	1249823	8/29/23
KS DEPT OF REV-WITHHOLDING	8/29/23 PR		1,125.15	1249821	8/29/23
LD ENTERPRISES INC	UB ENVELOPES		91.67	50704	9/06/23
LIBERTY NATIONAL	SEPTEMBER		98.32	1249825	9/05/23
MAISEY PRO	AUGUST SVC		51.00	50719	9/06/23
MANHATTANLIFE ASSURANCE COMP	CANCER INS		88.73	50707	9/06/23
MATTHEW W RICKE ATTY AT LAW LL	REVIEW OF RETIREMENT HEALTH IN		11.67	50708	9/06/23
MICROSOFT AZURE	USAGE CHARGE		14.64	50709	9/06/23
MID-AMERICAN RESEARCH CHEMICAL	MOSQUITO REPEL/DISINF WIPES		433.72	50710	9/06/23
MUTUAL OF OMAHA	SEPT LIFE INS		88.96	1249826	9/05/23
NEW YORK LIFE	EMP LIFE INS		22.10	50712	9/06/23
PITNEY BOWES INC	POSTAGE METER LEASE	92.87		50714	9/06/23
PITNEY BOWES INC	POSTAGE MACHINE	250.00	342.87	1249817	8/29/23
QLT	OUTDOOR GONG		10.39	50715	9/06/23
SOUTH CENTRAL WIRELESS	OFFICE PHONES		482.80	50718	9/06/23
THE HARPER ADVOCATE	YERALLY SUBSCRIPTION		14.00	50695	9/06/23
UNITED STATES TREASURY	HRA FEDERAL EXCISE TAX		13.95	50722	9/06/23
VERIZON WIRELESS	842-7801		55.14	50723	9/06/23
VISION SERVICE PLAN	SEPTEMBER		179.84	1249827	9/05/23
WHEATLAND ELECTRIC COOP INC	LAKE LIGHTS		15.54	50727	9/06/23

**CLAIMS REPORT**  
 Check Range: 8/17/2023- 9/06/2023

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
<b>03 ELECTRIC TOTAL</b>			<b>28,117.21</b>		
SEWAGE DISPOSAL					
AFLAC	AUGUST'S BILL DUE IN SEPT		31.94	1249828	9/05/23
AMAZON CAPITAL SERVICES	TIMECARDS		12.28	50680	9/06/23
CITY OF ANTHONY	REIMB SEPT BCBS		2,023.10	50689	9/06/23
CITY OF HARPER	2023 PIONEER FEED		617.30	50690	9/06/23
GALAXIE BUSINESS EQUIPMENT INC	COPIER CONTRACT		86.71	50693	9/06/23
GREAT-WEST FINANCIAL	8/29/23 PR		17.24	1249820	8/29/23
HUB INTERNATIONAL	SEPT BROKER FEE		51.00	50694	9/06/23
IRS	8/29/23 PR		793.32	1249824	8/29/23
KPERS	8/29/23 PR	532.49		1249822	8/29/23
KPERS	8/15/23 PR	391.22	923.71	1249823	8/29/23
KS DEPT OF REV-WITHHOLDING	8/29/23 PR		128.71	1249821	8/29/23
LD ENTERPRISES INC	UB ENVELOPES		91.66	50704	9/06/23
MAISEY PRO	AUGUST SVC		33.00	50719	9/06/23
MANHATTANLIFE ASSURANCE COMP	CANCER INS		9.55	50707	9/06/23
MATTHEW W RICKE ATTY AT LAW LL	REVIEW OF RETIREMENT HEALTH IN		11.66	50708	9/06/23
MICROSOFT AZURE	USAGE CHARGE		7.31	50709	9/06/23
MUTUAL OF OMAHA	SEPT LIFE INS		10.39	1249826	9/05/23
NEW YORK LIFE	EMP LIFE INS		7.28	50712	9/06/23
PITNEY BOWES INC	POSTAGE METER LEASE	92.87		50714	9/06/23
PITNEY BOWES INC	POSTAGE MACHINE	125.00	217.87	1249817	8/29/23
RED EQUIPMENT, LLC	VAC TRUCK SPRAY NOZZLE		1,145.88	50716	9/06/23
GARY TAYLOR	CERT OP FEES AUGUST 2023		620.59	50720	9/06/23
THE HARPER ADVOCATE	YERALLY SUBSCRIPTION		14.00	50695	9/06/23
UNITED STATES TREASURY	HRA FEDERAL EXCISE TAX		8.37	50722	9/06/23
VERIZON WIRELESS	491-3968		13.78	50723	9/06/23
VISION SERVICE PLAN	SEPTEMBER		31.65	1249827	9/05/23
<b>05 SEWAGE DISPOSAL TOTAL</b>			<b>6,908.30</b>		
EMPLOYEE BENEFIT					
BCBS OF KANSAS	SEPTEMBER 2023		24,516.62	1249829	9/05/23
CITY OF ANTHONY	REIMB SEPT BCBS		8,949.60	50689	9/06/23
KENNY HODSON	HRA PAYOUT 23/24 DEDUCTIBLE		750.00	50697	9/06/23
MUTUAL OF OMAHA	SEPT LIFE INS		95.54	1249826	9/05/23
UNITED STATES TREASURY	HRA FEDERAL EXCISE TAX		22.32	50722	9/06/23
<b>10 EMPLOYEE BENEFIT TOTAL</b>			<b>34,334.08</b>		
AIRPORT					
KPERS	8/15/23 PR		1.49	1249823	8/29/23
SOUTH CENTRAL WIRELESS	AIRPORT LINE		46.86	50718	9/06/23
VISION SERVICE PLAN	SEPTEMBER		6.89	1249827	9/05/23
<b>12 AIRPORT TOTAL</b>			<b>55.24</b>		
BOND & INTEREST					
KANSAS STATE TREASURER	WHEATRIDGE		31,470.00	1249831	9/05/23
<b>24 BOND &amp; INTEREST TOTAL</b>			<b>31,470.00</b>		

**CLAIMS REPORT**  
Check Range: 8/17/2023- 9/06/2023

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
RECREATION COMMISSION					
ANTHONY FARMERS COOP	FUEL		173.37	50668	8/18/23
SPENCER BECK	UMPIRE		35.00	1249812	8/17/23
GUICHUM DAMASIO	SOCCER REF		180.00	1249807	8/17/23
BRAXTIN FRANCES	UMPIRE		260.00	1249809	8/17/23
JUSTIN FRANCIS	UMPIRE		125.00	1249810	8/17/23
GENE'S HEARTLAND GOODS	POOL CON & CLEANING SUPPLIES		1,198.09	50669	8/18/23
PAKE D GREEN	UMPIRE		50.00	1249816	8/17/23
JOSCELYN HAZEL	UMPIRE		70.00	1249808	8/17/23
HOME LUMBER & SUPPLY INC	POOL PAINT		820.18	50670	8/18/23
ALEXANDER DRAKE HOSTETLER	UMPIRE		205.00	1249811	8/17/23
IRS	8/29/23 PR		460.98	1249824	8/29/23
JULIANI GARRIAL	SOCCER REF		100.00	1249803	8/17/23
GUSTAVO JULIANI	SOCCER REF		125.00	1249806	8/17/23
KS DEPT OF REV-WITHHOLDING	8/29/23 PR		26.73	1249821	8/29/23
LARRY'S HOMETOWN MKT.	POOL CON & SUPPLIES		164.51	50671	8/18/23
LD ENTERPRISES INC	TITAN SWIM LEAGUE CARDS		90.00	50672	8/18/23
GOEBEL LEXI	UMPIRE		300.00	1249814	8/17/23
PEDRO MATTASO	SOCCER REF		100.00	1249804	8/17/23
ANNAMAY NICOLE PATTERSON	UMPIRE		185.00	1249813	8/17/23
QUINTON PFAFF	UMPIRE		285.00	1249815	8/17/23
YURI RIBRIO	SOCCER REF		125.00	1249805	8/17/23
SOUTH CENTRAL WIRELESS	POOL PHONE		39.93	50718	9/06/23
VERIZON WIRELESS	842-7466		41.35	50723	9/06/23
<b>26 RECREATION COMMISSION TOTAL</b>			<b>5,160.14</b>		
MUNICIPAL EQUIPMENT RESER					
ALLEN SAMUELS	2023 DODGE DURANGO		20,000.00	50678	8/25/23
<b>30 MUNICIPAL EQUIPMENT RESER TOTAL</b>			<b>20,000.00</b>		
CAPITAL IMPROVEMENT FUND					
ALLEN SAMUELS	2023 DODGE DURANGO		15,000.00	50678	8/25/23
PAVEMENT MAINTENANCE PRODUCTS	STREET PAINT/COLD PATCH/FILTER		2,137.89	50713	9/06/23
SOUTH CENTRAL WIRELESS	LAKE WIFI		112.44	50718	9/06/23
<b>34 CAPITAL IMPROVEMENT FUND TOTAL</b>			<b>17,250.33</b>		
GO BONDS S2010 POOL					
KANSAS STATE TREASURER	POOL IMPROVEMENT BOND		21,452.50	1249832	9/05/23
<b>37 GO BONDS S2010 POOL TOTAL</b>			<b>21,452.50</b>		
ELECTRIC EQUIPMENT/REPLAC					
BILL'S GENERAL REPAIR LLC	#52 GRASSHOPPER REPLACING #37		12,161.90	50686	9/06/23
DUTTON-LAINSON	REPLACE METER READING EQUIPMEN		20,784.76	50692	9/06/23
<b>83 ELECTRIC EQUIPMENT/REPLAC TOTAL</b>			<b>32,946.66</b>		
TRANSIENT GUEST APPROVED					
ANTHONY CAR SHOW	CAR SHOW PORT O POTS/EVENT INS		1,414.78	50683	9/06/23
ANTHONY DISC GOLF CLUB	TGT APPROVED DISC GOLF TOURNEY		500.00	50684	9/06/23
TROY LANKTON	CAR SHOW MAILING		240.70	50691	9/06/23

# CLAIMS REPORT

Check Range: 8/17/2023- 9/06/2023

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
		-----			
	<del>89 TRANSIENT GUEST APPROVED TOTAL</del>		<del>2,155.48</del>		
FIRE DEPT CLOSING CK 612					
ANDERSON WELDING	#53 GRASS TRUCK GRILL GUARD		5,474.93	50681	9/06/23
K & S TIRE	#50 RIMS FROM 2/14/23		1,196.00	50700	9/06/23
		-----			
	<del>95 FIRE DEPT CLOSING CK 612 TOTAL</del>		<del>6,670.93</del>		
		=====			
	Accounts Payable Total		267,821.21		



# CLAIMS REPORT CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
01	GENERAL OPERATING	45,070.28
02	WATER	16,230.06
03	ELECTRIC	28,117.21
05	SEWAGE DISPOSAL	6,908.30
10	EMPLOYEE BENEFIT	34,334.08
12	AIRPORT	55.24
24	BOND & INTEREST	31,470.00
26	RECREATION COMMISSION	5,160.14
30	MUNICIPAL EQUIPMENT RESER	20,000.00
34	CAPITAL IMPROVEMENT FUND	17,250.33
37	GO BONDS S2010 POOL	21,452.50
83	ELECTRIC EQUIPMENT/REPLAC	32,946.66
89	TRANSIENT GUEST APPROVED	2,155.48
95	FIRE DEPT CLOSING CK 612	6,670.93
-----		
	TOTAL FUNDS	267,821.21

**BALANCE SHEET**  
**CALENDAR 9/2023, FISCAL 9/2023**

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL
01-00-0010	GENERAL OPERATING	21,669.62-	775,383.11
02-00-0010	WATER	11,106.02-	697,498.93
03-00-0010	ELECTRIC	15,175.54-	2,070,721.04
04-00-0010	SALES TAX & STATE FEES		36,980.41
05-00-0010	SEWAGE DISPOSAL	4,920.32-	527,350.60
10-00-0010	EMP INSURANCE/BENEFIT	34,334.08-	351,850.06
12-00-0010	AIRPORT	53.75-	170,483.50
14-00-0010	INDUSTRIAL DEVELOPMENT		20,625.49
16-00-0010	SERVICE DEPOSIT		87,683.23
17-00-0010	SPECIAL STREETS & HIGHWAY		245,688.59
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		44,092.35
23-00-0010	WATER DEBT SVC RESERVE S2013		83,537.61
24-00-0010	BOND & INTEREST	31,470.00-	4,660.88
26-00-0010	RECREATION COMMISSION	81.28-	43,668.62
29-00-0010	RECREATION		3,300.31
30-00-0010	MUNICIPAL EQUIPMENT RESERVE		116,452.19
32-00-0010	SPECIAL PARKS & RECREATION		29,620.56
34-00-0010	CAPITAL IMPROVEMENT	2,250.33-	3,617,562.70
37-00-0010	GO BONDS S2010 POOL	21,452.50-	5,465.79
40-00-0010	ELECTRIC UTILITY RESERVE		1,559,835.43
41-00-0010	EL UTIL S2017 REV BOND		2,424,721.38
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		5,208.70
71-00-0010	ARPA		315,900.96
81-00-0010	WASTEWATER LAGOON CLEANING		179,000.00
82-00-0010	WATER/EQUIPMENT REPLACEMENT		120,962.03
83-00-0010	ELECTRIC/EQUIP REPLACEMENT	32,946.66-	2,098,330.62
85-00-0010	SEWER/EQUIPMENT REPLACEMENT		81,454.04
89-00-0010	TRANS GUEST APPROVED	2,155.48-	.27
95-00-0010	FIRE DEPT CLOSING CK 612	6,670.93-	12,674.02
96-00-0010	WAYNE DENNIS FUNDS		13,507.14
97-00-0011	DT REVIT. REVOLVING LOAN		.56
98-00-0010	TRANSIENT GUEST TAX		2,323.71
		=====	=====
	PROOF	184,286.51-	18,089,421.30
		=====	=====

PRUPDT00  
07.14.22

Wed Aug 23, 2023 2:44 PM  
PAID THROUGH 8/20/2023  
CALENDAR 8/2023, FISCAL 8/2023 DATES

City of Anthony KS  
COST CENTER REPORT  
8/20/2023 -- 8/29/2023

OPER: JD  
JRNL 4032  
3RD PAY OF MONTH

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.	19.80	.00	.00	.00	24.00	1290.56	.00	.00	.00	1379.52	251.07
102 POLICE	653.55	.00	.00	.00	690.00	10878.20	.00	.00	.00	11562.96	1347.13
104 STREET	271.50	.00	.00	.00	305.00	5259.00	.00	.00	.00	5900.16	467.52
105 GEN-ZONING	.00	.00	.00	.00	.00	478.52	.00	.00	.00	478.52	.00
107 PARK	40.00	.00	.00	.00	40.00	440.00	.00	.00	.00	440.00	.00
230 WATER-LAKE	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
232 WATER-DISTRIBUT	297.74	.00	.00	.00	307.95	3463.22	.00	.00	.00	3651.73	407.54
233 WATER-COMM& GEN	75.67	.00	.00	.00	85.60	2521.88	.00	.00	.00	2745.72	.00
331 ELECTRIC-PROD	557.50	.00	.00	.00	576.00	8147.85	.00	.00	.00	8544.00	683.65
332 ELEC-DISTRIBUTI	682.27	.00	.00	.00	725.60	9991.27	.00	.00	.00	11175.94	1466.17
333 ELECTRIC-COMM	99.83	.00	.00	.00	114.40	4805.32	.00	.00	.00	5125.08	190.64
533 SEWER-COMM & GE	26.40	.00	.00	.00	32.00	788.46	.00	.00	.00	907.80	.00
534 SEWER-TREATMENT	208.74	.00	.00	.00	218.45	1922.08	.00	.00	.00	2102.96	.00
2601 REC - GEN	3.00	.00	.00	.00	3.00	54.00	.00	.00	.00	54.00	.00
2621 REC - POOL	215.00	.00	.00	.00	215.00	2449.57	.00	.00	.00	2449.57	.00
2622 REC - BALL	21.00	.00	.00	.00	21.00	378.00	.00	.00	.00	378.00	.00
5102 OT GEN POLICE	.00	23.75	.00	.00	23.75	.00	752.47	.00	.00	752.47	.00
5104 OT GEN STREET	.00	3.00	.00	.00	3.00	.00	91.12	.00	.00	91.12	.00
5231 OT WATER PROD	.00	7.00	.00	.00	7.00	.00	253.95	.00	.00	253.95	.00
5232 OT WATER DIST	.00	91.00	.00	.00	91.00	.00	2611.86	.00	.00	2611.86	.00
5233 OT WA COMM/GEN	.00	5.75	.00	.00	5.75	.00	183.00	.00	.00	183.00	.00
5331 OT ELEC PROD	.00	6.75	.00	.00	6.75	.00	350.22	.00	.00	350.22	.00
5332 OT ELEC DIST	.00	23.50	.00	.00	23.50	.00	929.39	.00	.00	929.39	.00
5534 OT SEWER TREAT	.00	13.00	.00	.00	13.00	.00	440.44	.00	.00	440.44	.00
6102 SHIFT GEN POLIC	.00	.00	.00	.00	152.00	.00	.00	.00	.00	76.00	.00
99999 DISTRIBUTED	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	314.22
TOTAL	3172.00	173.75	.00	.00	3683.75	52867.93	5612.45	.00	.00	62584.41	5127.94

PAYMENT ESTIMATE NO. 1  
 Harper County, Kansas  
 2022 BASE GRANT PROJECT

HARPER COUNTY COMMUNITY FOUNDATION

28-Aug-2023

The following is an estimate of quantities of work completed in the construction of the 2022 Base Grant Project for the Harper County Community Foundation by Mies Construction, Inc. from August 7, 2023 to August 26, 2023.

ITEM NO.	DESCRIPTION	UNIT	QYT	UNIT PRICE	EXTENSION	
1	Mobilization	Sunrise 2nd Addition	L.S.	1.0	\$37,605.00	\$37,605.00
		Sycamore Addition	L.S.	0.0	\$29,163.00	\$0.00
		Airport Industrial	L.S.	0.0	\$2,648.00	\$0.00
		Harper Business Park	L.S.	0.0	\$23,654.00	\$0.00
2	Erosion Control	Sunrise 2nd Addition	L.S.	0.0	\$6,500.00	\$0.00
		Sycamore Addition	L.S.	0.0	\$13,400.00	\$0.00
		Airport Industrial	L.S.	0.0	\$250.00	\$0.00
		Harper Business Park	L.S.	0.0	\$4,849.92	\$0.00
3	Traffic Control	Sunrise 2nd Addition	L.S.	0.5	\$3,800.00	\$1,900.00
		Sycamore Addition	L.S.	0.0	\$3,800.00	\$0.00
		Airport Industrial	L.S.	0.0	\$3,800.00	\$0.00
		Harper Business Park	L.S.	0.0	\$3,800.00	\$0.00
4	Construction Staking	Sunrise 2nd Addition	L.S.	0.5	\$10,290.00	\$5,145.00
		Sycamore Addition	L.S.	0.0	\$10,290.00	\$0.00
		Airport Industrial	L.S.	0.0	\$5,880.00	\$0.00
		Harper Business Park	L.S.	0.0	\$2,940.00	\$0.00
5	Sanitary Sewer Connection	Each	2	\$1,900.00	\$3,800.00	
6	8" SDR 35 Sanitary Sewer Pipe	L.F.	1,356	\$38.00	\$51,528.00	
7	Trench & Backfill	L.F.	1,356	\$13.00	\$17,628.00	
8	Standard Manhole (0-6') w/ Std. Ring & Cover	Each	3	\$3,500.00	\$10,500.00	
9	Manhole (Extra Depth)	L.F.	19	\$250.00	\$4,750.00	
10	Service Wye (with Connection)	Each	10	\$150.00	\$1,500.00	
11	4" Schedule 40 Service Line (includes fittings)	L.F.	300	\$32.00	\$9,600.00	
12	Encase Sewer Line	L.F.	20	\$125.00	\$2,500.00	
13	Encase Service Line	L.F.	0	\$125.00	\$0.00	
14	Wet Well & Pump Station (includes electrical) (Sunrise)	L.S.	0.5	\$104,000.00	\$52,000.00	
15	SCADA System Integration (Sunrise)	L.S.	0	\$17,500.00	\$0.00	
16	2" IPS SDR11 HDPE (Force Main)	L.F.	376	\$14.00	\$5,264.00	
17	Wet Well & Pump Station (includes electrical) (Airport)	L.S.	0	\$195,000.00	\$0.00	
18	SCADA System Integration (Airport)	L.S.	0	\$19,000.00	\$0.00	
19	4" DR18 PVC (Force Main)	L.F.	0	\$29.00	\$0.00	
20	Monitoring Station for Tracer Wire	Each	0	\$100.00	\$0.00	
21	Waterline Connection	Each	2	\$1,500.00	\$3,000.00	
22	6" PVC Pipe (C900)	L.F.	3,027	\$32.00	\$96,864.00	
23	6" Waterline Bore & Encase	L.F.	0	\$86.00	\$0.00	
24	6" Waterline Bore	L.F.	0	\$85.00	\$0.00	
25	6" Gate Valve w/ Valve Box	Each	7	\$1,800.00	\$12,600.00	
26	Fire Hydrant Assembly (3-way)	Each	6	\$4,500.00	\$27,000.00	
27	Monitoring Station for Tracer Wire	Each	7	\$100.00	\$700.00	
28	1" Service Connection (incl. Saddle, Corp. Stop & Fittings)	Each	0	\$550.00	\$0.00	
29	1" Polyethylene Tubing	L.F.	0	\$6.00	\$0.00	
30	Common Excavation	C.Y.	0	\$18.00	\$0.00	
31	Rock Excavation	C.Y.	0	\$75.00	\$0.00	
32	Granular Base (4")	S.Y.	0	\$11.50	\$0.00	
33	Curb & Gutter, Combined (AE)	L.F.	0	\$12.36	\$0.00	
34	Concrete Pavement (6") (AE) (Reinforced)	S.Y.	0	\$55.88	\$0.00	
35	Pavement (6")	S.Y.	0	\$55.88	\$0.00	
36	Concrete Pavement (8") (AE) (Reinforced)	S.Y.	0	\$63.86	\$0.00	
37	Pavement (8")	S.Y.	0	\$61.80	\$0.00	
38	Concrete Slope Drain	L.F.	0	\$97.85	\$0.00	
39	Concrete Flume	Each	0	\$2,575.00	\$0.00	
40	Rip Rap Slope Protection	S.Y.	0	\$125.00	\$0.00	
41	Cross Road Pipe (12") (RCP)	L.F.	60	\$47.00	\$2,820.00	
42	End Section (12") (RC)	Each	2	\$546.00	\$1,092.00	
43	Concrete Spillway	Each	0	\$4,120.00	\$0.00	
44	Seeding	Acre	0	\$4,100.00	\$0.00	
45	Trench & Backfill	L.F.	0	\$5.00	\$0.00	

Total Price \$347,796.00  
 Retainage of 10% \$34,779.60  
 Previous Payments \$0.00  
**Amount Due Contractor \$313,016.40**

Mies Construction, Inc.  
 Wichita, Kansas

  
 Earl Mies, President

EBH & Associates  
 Cimarron, Kansas



Harper County Community Foundation  
 Anthony, Kansas

Dwight D. Eisenhower State Office Building  
700 S.W. Harrison Street  
Topeka, KS 66603-3745

Calvin E. Reed, P.E., Secretary  
Tod L. Salfrank, Chief



Phone: 785-296-3861  
Fax: 785-296-6946  
kdot#publicinfo@ks.gov  
http://www.ksdot.gov  
Laura Kelly, Governor

August 29, 2023

Project # 39 KA-6909-01  
City of Anthony  
Harper County

Kathy Vopat  
Evans, Bierly, Hutchison & Assoc., P.A.  
1105 Williams Street  
Great Bend, KS 67530-4487

Dear Ms. Vopat :

Attached is the Cost Plus Net Fee Agreement for Engineering Services (Preliminary Engineering) on the above noted project that were prepared from your submitted proposal. Please review the entire nineteen - (19) page document with the twelve (12) special attachments. Specifically note the compensation to the Consultant (Article III) and reimbursement to the LPA by the Secretary (Article IV, paragraph 4). The Agreement and special attachments should then be completed, signed and/or attested as follows:

1. Agreement - Page 18 - signed and attested by the City.
2. Agreement - Page 18 - signed and attested the Consultant.
3. Certification Regarding Debarment & Suspension (Certification) – Anthony signs and dates the form designated for the City.
4. Certification Regarding Debarment & Suspension (Certification) – Consultant signs and dates the form designated for the Consultant.
5. Attachment – Certification of Contractor – signed and dated by Consultant.
6. Attachment – Certificate of Compliance with K.S.A. §46-239(c) - Consultant signs and dates.
7. Attachment – Policy Regarding Sexual Harassment (Certification) - Consultant answers questions, signs, and dates.

The Consultant, after executing the Agreement should immediately forward the signed Agreement to the City. The Anthony should execute the Agreement and email the digital copy to **Jen Brendel** at [Jennifer.m.brendel@ks.gov](mailto:Jennifer.m.brendel@ks.gov) in Bureau of Local Projects and Kansas Department of Transportation Legal Department at [KDOT#OCC.Contracts@ks.gov](mailto:KDOT#OCC.Contracts@ks.gov) as soon as possible. **At each stage, the agreement should be kept intact as a complete document. Signature pages must be kept with the agreement and not forwarded to KDOT separately.** Processing of the Agreement will continue as noted in federal regulations 23 C.F.R.172.

When the Agreement has been fully signed and executed a copy the Agreement will be scanned and emailed to City and the Consultant for your records.

Sincerely,

Tod L. Salfrank, Chief  
Bureau of Local Projects

TLS:jmb  
Enclosures

Agreement No. 490-23  
Project No. 39 KA-6909-01  
Bureau of Local Projects

**AGREEMENT FOR  
PRELIMINARY ENGINEERING (PE) DESIGN SERVICES  
BY CONSULTANT  
(COST PLUS NET FEE AGREEMENT)**

**CMS CONTRACT NO.** \_\_\_\_\_

**PROJECT NO. 39 KA-6909-01  
CITY OF ANTHONY, KANSAS HARPER COUNTY, KANSAS**

**THIS AGREEMENT** is by and among **City of Anthony, Kansas**, (the “LPA” or “Local Public Authority”), as principal, and the consulting engineering firm of **Evans, Bierly, Hutchison and Assoc., P.A.** (the “Consultant”), and the Secretary of Transportation of the State of Kansas acting by and through the **Kansas Department of Transportation (KDOT)** (the “Secretary”). The Secretary will act as agent for the LPA pursuant to authority set forth in K.S.A. § 68-169, *et seq.* The LPA, Consultant, and Secretary are collectively referred to as the “Parties.”

**RECITALS:**

- A. The Secretary and the LPA previously executed an agreement (Agreement No. 77-23) related to this Project dated April 10, 2023, which is incorporated by this reference as if set out in its entirety herein, including, but not limited to, any funding maximums established by the Secretary for the Project in its entirety. The final design Plans and specifications for said Project are available in the KDOT Headquarters in Topeka.
- B. The LPA has submitted an official request to the Secretary stating the LPA desires participation in the cost of the Preliminary Engineering (PE) services, as well as the construction cost for the Project. The Project will be financed with the aid of Federal and/or State and LPA funds. The Project will be developed following the rules and regulations promulgated by the U.S. Department of Transportation in the Federal-Aid Policy Guide.
- C. The LPA’s engineering forces will be unable to handle the work involved within the desired completion date and consequently, the LPA desires to utilize the PE services of the Consultant, as further described in this Agreement.

**NOW, THEREFORE**, the Parties agree as follows:

**ARTICLE I**

**DEFINITIONS:** The following terms as used in this Agreement have the designated meanings:

- 1. “**Agreement**” means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.

Agreement No. 490-23  
Project No. 39 KA-6909-01  
Bureau of Local Projects

2. **“Consultant”** means the consulting engineering firm of Evans, Bierly, Hutchison & Assoc., P.A., a Kansas professional association, with its place of business at 1105 Williams Street, Great Bend, KS 67530-4487.
3. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
4. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
5. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
6. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
7. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
8. **“Local Public Authority” or “LPA”** means the City of Anthony, Kansas, with its place of business located at 124 S. Bluff Avenue, P.O. Box 504, Anthony, KS 67003-0504.
9. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.
10. **“Notice to Proceed”** means the written notice from the Secretary or designee authorizing the Consultant to begin performance of services.
11. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.
12. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, the LPA, and the Consultant.
13. **“Preliminary Engineering” or “PE”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
14. **“Project”** means Project No. 39 KA-6909-01 located at the intersection of K-44 and Anthony Avenue and consists of 0.010 miles of pavement reconstruction, replacing the curb and gutter, sidewalks, ramps and entrances, and is the subject of this Agreement.

Agreement No. 490-23  
Project No. 39 KA-6909-01  
Bureau of Local Projects

15. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and the Secretary’s successors and assigns.



**ARTICLE II**

**SCOPE OF PE DESIGN SERVICES:**

- 1. Phase I: Design and plan preparation of grading and surfacing for the above-described Project, including Special Specifications as required.

Phase II: The review and recommendations for approval of all shop drawings and drawings for falsework as may be required, except for items designed by others.

- 2. The LPA requested and has received a proposal for Phases I and II (PE services for plan preparation) from the Consultant for the following proposed construction improvements:

Grading : 0.05 Miles Surfacing: 0.05Miles

- 3. The LPA requires that the scope of PE services to be provided by the Consultant be in accordance with the Consultant’s proposal and regulations prescribed by the Federal Highway Administration (FHWA) and the Secretary.

- 4. The PE services to be performed by the Consultant for Phase I and II\* will include, but not necessarily be limited to, the following as indicated thusly (+):

Surveys

- Topographical Survey
- Geological Survey
- Relocation Survey
- Bridge Soundings
- Normal Field Survey
- R/W Survey

Plans, Specifications & Estimates

1) Road

2) Bridges

- Balanced Grading Plan
- Contour Maps
- Pavement Design
- Bridge Layout Cost
- Culvert Designs
- Cost Completion
- R/W Descriptions
- Bridge (Superstructure)
- R/W Strip Map
- Bridge (Substructure)
- Surfacing Plans
- Detailed Bridge Plans
- Storm Sewers
- Special Provisions
- Special Provisions
- \*Review Shop Drawings
- Construction Cost Estimate
- \*Review Falsework Drawings
- R/W Staking
- Construction Cost Estimate
- Traffic Control Plan
- Other \_\_
- Other phases if involved: \_\_

Agreement No. 490-23  
Project No. 39 KA-6909-01  
Bureau of Local Projects

5. The proposed Project will be constructed on said route to equal or exceed the Secretary's approved design guidelines for the following:
- (a) Average Annual Daily Traffic (AADT) = 785 for Design Year (2023) Traffic.
  - (b) Minimum Design Speed equal to or greater than posted speed.
  - (c) **Current Design Criteria Attachment.**

### ARTICLE III

#### **LPA RESPONSIBILITIES:**

1. Secretary Authorization. The Secretary is authorized by the LPA to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.
2. Use of Consultant. The LPA will employ the Consultant to perform the PE described in Phases I and II of this Agreement for the fee, and in the manner stipulated in this Article III and in general accordance with the Consultant's proposal.
3. Progress Review. The LPA will review the Consultant's schedule, preliminary concepts and/or layouts prior to detailed progress of the work and will monitor the Consultant's actual progress throughout the period of this Agreement.
4. Compensation. The LPA will compensate the Consultant for the PE services for Phases I and II described in Article II and Article V of this Agreement as follows:
  - (a) Total Compensation. Total compensation for Phases I and II of the PE services may not exceed \$53,374.97. Compensation will be made based on a net fee amount of \$5,000 and the Consultant's reimbursable actual costs. The actual costs must be incurred in conformity with the cost principles established in the Federal-Aid Policy Guide and 48 C.F.R. Part 31, *et seq.*
  - (b) Reimbursement by the Secretary. The LPA will administer payments to the Consultant, including any portions borne by the Secretary. The Secretary will reimburse the LPA up to one hundred percent (100%) of the Participating Costs of PE, or \$53,374.97, whichever is less.
  - (c) LPA's Contribution. The LPA is responsible for zero (0%) of the total actual costs of PE for Phases I and II (PE services for plan preparation of the Project) up to the total compensation limit. The LPA will be responsible for any costs which may occur above the total compensation limit of \$53,374.97(overages).

Agreement No. 490-23  
Project No. 39 KA-6909-01  
Bureau of Local Projects

5. Progressive Payments.

- (a) Partial Payment. During the progress of work covered by this Agreement, partial payments for Phases I and II may be made to the Consultant from the LPA within thirty (30) days of receipt of proper billing, but at intervals of not less than one calendar month. Progress billing must be supported by a progress schedule acceptable to the LPA and Secretary, which includes a statement of the percentage of work completed and the actual costs incurred during the billing period.
- (b) Retainage. The LPA will pay one hundred percent (100%) of all partial billings up to ninety-five percent (95%) of the upper limit of compensation. Any further amount due, including the voucher for final payment for Phase I under provisions of this Agreement, may be submitted by the Consultant to the LPA after the Secretary's award of the construction contract(s) for the LPA. After award of the construction contract(s), the Consultant may request any remainder due minus a \$500.00 retainage or the amount earned in excess of ninety-five percent (95%) of the upper limit, whichever is less. When partial payments do not reach ninety-five percent (95%) of the upper limit, the Consultant may request payment of one hundred percent (100%) of the amount earned minus a \$500.00 retainage. The retainage amount will be released to the Consultant when the Agreement has been audited by the Secretary.

6. Final Payment.

- (a) Voucher-Phase II. The voucher for final payment from the LPA for Phase II due under provisions of this Agreement may be submitted after the acceptance and approval of the work by the LPA and the Secretary.
- (b) Voucher-Phase I. In the event a construction contract has not been awarded for any Project segment within six (6) months from the date of approval of construction plans, the voucher for final payment of Phase I may be submitted without further delay.
- (c) Final Audit. Final payments for Phases I and II due under provisions of this Agreement will be made within ninety (90) days after completion of a final audit of the Consultant by representatives of the Secretary.

7. Hold Harmless Clause. To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the LPA shall indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, and damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the LPA, its agents, employees, or subcontractors

Agreement No. 490-23  
Project No. 39 KA-6909-01  
Bureau of Local Projects

resulting from negligent acts, errors, or omissions from the LPA's operation in connection with the PE services to be performed under this Agreement.

8. System for Award Management. The LPA agrees it shall maintain current registrations in the System for Award Management (<http://www.sam.gov>) at all times during which it has active federal awards.
9. Lobbying. If the total value of this agreement exceeds \$100,000.00, a **Certification for Federal Aid Contracts and accompanying Disclosure of Lobbying Activities Attachment** will be attached to and made a part of this Agreement. Such certification must state the LPA, as a recipient of Federal aid, will not and has not used Federally-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. 2 C.F.R. § Pt. 200, App. II.
10. Suspension and Debarment. If the total value of this Agreement exceeds \$25,000.00, this Agreement is a covered transaction for purposes of 2 C.F.R. Parts 180 and 1200. Therefore, both the LPA and Consultant are required to verify that neither they nor their principals or agents is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any federal department or agency. A **Certification as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments Attachment** for both the Consultant and LPA will be attached to and made a part of this Agreement. 2 C.F.R. § 200.213.

#### ARTICLE IV

##### SECRETARY RESPONSIBILITIES:

1. Notice to Proceed. The Secretary will issue a written Notice to Proceed to the LPA and the Consultant regarding the approved date for the Consultant to begin work.
2. Available Drawings. Upon request, the Secretary will furnish to the Consultant any available design standard drawings or other plan sheets at actual cost.
3. Status Notification. The Secretary will notify the LPA and the Consultant of receipt and review status of received plans and documents.
4. Reimbursement to the LPA. The Secretary will reimburse the LPA for one hundred percent (100%) of the total contract compensation limit of 53,374.97 for Participating Costs of PE for Phases I and II (PE services for plan preparation of the Project) up to the compensation

Agreement No. 490-23  
Project No. 39 KA-6909-01  
Bureau of Local Projects

maximum of \$53,374.97 including the net fee. The LPA will be responsible for the remaining zero percent (0%) and any overages.

5. Progressive Payments.

- (a) Partial Payment. During the process of work covered by this Agreement, partial payments may be made to the LPA after receipt of proper billing indicating payments to the Consultant and supported by a progress schedule all found acceptable to the Secretary.
- (b) Retainage. The Secretary will pay one hundred percent (100%) of all partial billings up to ninety-five percent (95%) of the upper limit of compensation after the LPA's share (if any) has been deducted. Any further amount due, including the voucher for final payment for Phase I under provisions of this Agreement, may be submitted by the LPA to the Secretary after the Secretary's award of the construction contract(s) for the LPA. After award of the construction contract(s), the LPA may request any remainder due minus a \$500.00 retainage or the amount earned in excess of ninety-five percent (95%) of the upper limit, whichever is less. When partial payments do not reach ninety-five percent (95%) of the upper limit, the LPA may request payment of one hundred percent (100%) of the amount earned minus a \$500.00 retainage. The retainage amount will be released to the LPA when the agreement has been audited by the Secretary.

6. Final Payment to the LPA.

- (a) Final payment to the LPA will be made within ninety (90) days after receipt of proper billing and final approvals, utilizing an accounting procedure similar to that as outlined in Article III, paragraph 6 provided all administrative audits and other procedures in connection therewith have been completed. If such procedures have not been completed within ninety (90) days, then payment will be made upon completion thereof.
- (b) It is the policy of the Secretary to make any final payments to the LPA for PE services related to the Project in a timely manner. The Single Audit Standards set forth in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, *et seq.*
- (c) The Secretary may pay any final amount due for the authorized work performed based upon the LPA's most recent Single Audit Report available

Agreement No. 490-23  
Project No. 39 KA-6909-01  
Bureau of Local Projects

and a desk review of the claim by the Contract Audit Section of KDOT’s Bureau of Fiscal Services. The LPA, by acceptance of this Agreement, acknowledges the final payment is subject to all single audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree as the Single Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Single Audit Report for items which are declared as not eligible for reimbursement. The LPA agrees to refund payment made by the Secretary to the LPA for items subsequently found to be Non-Participating or not eligible for reimbursement by audit.

**ARTICLE V**

**CONSULTANT RESPONSIBILITIES:**

- 1. PE Services. The Consultant agrees to perform the scope of PE services as indicated in Article II of this Agreement. More specifically, the Consultant agrees to design the Project as follows:
  - (a) The Consultant will prepare detailed design plans and construction drawings in conformity with the state and federal design criteria appropriate for the Project, in accordance with either the current version of the American Association of State Highway and Transportation Officials (AASHTO) “Green Book,” A Policy on Geometric Design of Highways and Streets, or the current version of the KDOT Local Projects LPA Project Development Manual, the Bureau of Local Projects Memorandums (BLP Memos), the KDOT Design Manual, the Geotechnical Bridge Foundation Investigation Guidelines, the current version of the Bureau of Traffic Engineering’s Traffic Engineering Guidelines, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the Bureau of Road Design’s Road Memorandums, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and Project Special Provisions, and with the rules and regulations of FHWA pertaining to the Project.
  - (b) Upon their completion, the Consultant will submit the Design Plans to the Secretary by a licensed professional engineer attesting to the conformity of the design plans with the items in paragraph 1(a) above. The Design Plans must be signed and sealed by a licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer, who is responsible for the preparation of the geological investigations or studies. Rights of way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the rights of way descriptions. All technical professionals

Agreement No. 490-23  
Project No. 39 KA-6909-01  
Bureau of Local Projects

involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

- (c) The Consultant will prepare revised Design Plans, as requested by representatives of the LPA or the Secretary, made necessary by field check and/or office check review recommendations, errors, omissions, or negligence of the Consultant, at any time prior to the completion and final acceptance of the construction contract(s) covering the Project. Such revised Design Plans will be made by the Secretary or the LPA at the Consultant's expense.
- (d) The Consultant will prepare the Design Plans for the Project for such parts or sections, and in such order of completion, as designated by the LPA and in conformance with the Project's current official schedule as issued by the Secretary. Further, the Consultant agrees to complete all Design Plan development stages no later than the due dates on the Project's current official schedule as issued by the Secretary, exclusive of delays beyond the Consultant's control.
- (e) The Consultant will make the necessary field surveys to determine horizontal and vertical alignment for the proposed Project.
- (f) The Consultant will prepare and furnish one (1) set of plans (white background) of preliminary Design Plans for field check and review to the LPA and the Secretary. These preliminary Design Plans must, at a minimum, contain the plan sheets and information thereon as required in the KDOT Design Manual and contain such other special plan sheets as the Consultant and/or the Secretary deem necessary.
- (g) The Consultant will attend the field check of the Project with representatives of the Secretary and the LPA.
- (h) The Consultant will complete the Design Plans incorporating changes which may have been agreed to during the field check, and include with such Design Plans estimates of quantities, special provisions, supplemental specifications, and an updated estimate of cost.
- (i) The Consultant will submit one (1) complete set of plans (white background) to the LPA and the Secretary for office check review along with copies of special provisions, supplemental specifications, and the updated cost estimate.
- (j) The Consultant will submit one (1) set of final plans and copies of the updated construction cost estimate, special provisions, and supplemental specifications to the LPA and the Secretary.

Agreement No. 490-23  
Project No. 39 KA-6909-01  
Bureau of Local Projects

- (k) Upon request, the Consultant will furnish one (1) copy of all design calculations to the Secretary.
- (l) The Consultant will prepare and furnish to the LPA preliminary plans, plats and descriptions of right-of-way required, (this item is optional but is included if so noted in Article II, paragraph 4 of this Agreement) or furnish preliminary design plans to the LPA sufficiently complete for the LPA's use in preparing descriptions for rights-of-way required.
- (m) The Consultant will provide staking of the rights-of-way boundary lines for use by the LPA in rights-of-way acquisition (this item is optional but is included if so noted in Article II, paragraph 4 of this Agreement).
- (n) The Consultant will furnish final and complete Design Plans to the LPA and the Secretary for final review no later than the due date in the Project's current official schedule as issued by the Secretary, exclusive of time required for reviews by the reviewing parties and delays beyond the Consultant's control.
- (o) The Consultant will prepare and furnish the Secretary with supplemental specifications covering all special fabrication or construction features not covered by the KDOT "Standard Specifications for State Road and Bridge Construction," except for items designed by others.
- (p) The Consultant will review shop drawings and falsework drawings, as may be required for the Project (if indicated in the scope of PE services in Article II, paragraph 4 of this Agreement).
- (q) The Consultant will have available at the Consultant's office all plans being prepared and supporting information for review by the LPA and the Secretary.
- (r) The Consultant will provide all plans, drawings, and documents pertaining to the Project to the LPA, prepared in accordance with the Secretary's standard practice. All such plans, drawings, and documents will become the property of the LPA upon their completion in accordance with the terms of this Agreement, without restrictions as to their future use.
- (s) The Consultant will provide traffic control signing on or along any road, street, or highway where the Consultant has crews working. The size, shape, color, and placement of all signs must comply with the current version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, as adopted by the Secretary.



Agreement No. 490-23  
Project No. 39 KA-6909-01  
Bureau of Local Projects

- (t) The Consultant, the LPA, and Secretary may arrange for such conferences as may be deemed necessary or desirable and that work in progress may be viewed at the Consultant's offices.
  - (u) An extension of time shall be granted the Consultant for delays recognized by the LPA and Secretary as unavoidable; provided however, such extension of time must be requested by the Consultant in writing, stating the reasons for such delays.
2. Additional Obligations. In addition to the scope of PE services, the Consultant will assume the following obligations:
- (a) The Consultant will furnish two (2) copies of each proper billing to the LPA.
  - (b) The Consultant will accept compensation for the performance of PE services described in such amounts and at such intervals as indicated in Article III, paragraphs 4-6.
  - (c) In the event the scope of the Project changes to a point where, with the Secretary's concurrence, the Consultant and the LPA mutually agree a supplemental agreement to this Agreement is necessary to provide for authorized extras, all payments for work performed to that date will be due and payable within ninety (90) days after the date of the supplemental agreement, provided, however, a proper billing has been received from the Consultant.
  - (d) The Consultant will prepare an estimated schedule, if different from the official KDOT schedule, for performance of PE services (forward the schedule to the LPA and the Secretary) identified in Article V, paragraph 1, of this Agreement (may be bar chart or other acceptable method) and report to the LPA (and the Secretary upon request) actual progress at monthly intervals or at a mutually agreeable interval approved by the LPA and Secretary.
  - (e) The Consultant will not, without prior written approval from the Secretary, exceed the upper limit of the PE services fee described and agreed to by the Parties herein. Failure to receive written approval will result in loss of compensation for this work by the Consultant.
  - (f) The Consultant will make all documents and accounting records pertaining to the work covered by this Agreement available at the Consultant's office to representatives of the LPA and the Secretary for audit for a period of three (3) years after the date of final payment.

Agreement No. 490-23  
Project No. 39 KA-6909-01  
Bureau of Local Projects

- (g) The Consultant will accept full responsibility for payment of Unemployment Insurance, Workers' Compensation and Social Security as well as income tax deductions and any other taxes or payroll deductions required by State and Federal Law for the Consultant's employees engaged in work authorized by this Agreement.
- (h) The Consultant will become familiar with, and shall at all times observe and comply with, all applicable federal, state, and local laws, ordinances, and regulations.
- (i) The Consultant will be responsible for any and all damages to property or persons arising out of negligent acts, errors or omissions in the Consultant's performance of PE services under this Agreement.

3. Responsibility for Adequacy of Design. The Consultant shall have the sole responsibility for the adequacy and accuracy of the Design Plans. Any review of these items performed by the LPA or the Secretary or their representatives is not intended to and shall not be construed to be an undertaking of the Consultant's duty to provide adequate and accurate Design Plans. Reviews by the Secretary are not done for the benefit of the Consultant, the construction contractor, the LPA, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans, or any other work performed by the Consultant or the LPA.
4. Use Restricted Documents (23 U.S.C. § 409). This Agreement may result in the Consultant using the reports, surveys, schedules, lists, or data compiled or collected by the Secretary that are use restricted pursuant to 23 U.S.C. § 409. Such reports, surveys, schedules, lists, or data are watermarked "Use Restricted 23 U.S.C. § 409" which provides the Secretary with an evidentiary privilege that may only be asserted by counsel for KDOT as to evidence against KDOT in litigation. The Secretary requires any documents the Consultant receives which are watermarked "Use Restricted 23 U.S.C. § 409" shall only be used for this Agreement. Further, the Consultant must maintain and not remove the **23 U.S.C. § 409 Watermark Attachment**.
5. General Indemnification. To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Consultant shall indemnify, hold harmless, and save the LPA, the Secretary, and their authorized representatives harmless from any and all costs, liabilities, expenses, suits, judgments, and damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Consultant, its agents, employees, or subcontractors resulting from the Consultant's negligent acts, errors, mistakes, or omissions in performing the PE services under this Agreement.
6. Certification Against Contingent Fees: The Consultant warrants they have not employed or retained any firm or person, other than a bonafide employee working solely for the

Agreement No. 490-23  
Project No. 39 KA-6909-01  
Bureau of Local Projects

Consultant to secure this Agreement, and they have not paid or agreed to pay any company or person, any fee, commission, percentage, brokerage fees, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, KDOT, in consultation with the LPA, shall have the right to annul this Agreement without liability. See **Certification Against Contingent Fees Attachment**.

7. Certificate of Compliance with K.S.A. § 46-239(c). The Consultant certifies it is in compliance with K.S.A. § 46-239(c) Disclosure Statements by signing the **Certificate of Compliance Attachment**, which is attached to and made a part of this Agreement.
8. Certification Regarding Sexual Harassment. The Consultant agrees to comply with Executive Order 18-04 (February 5, 2018), by signing the **Policy Regarding Sexual Harassment Attachment**, which is attached to and made a part of this Agreement.
9. Certification Regarding No Boycott of Israel. If the total value of this Agreement exceeds \$100,000.00, a **Certification of Company Not Currently Engaged in a Boycott of Goods or Services from Israel Attachment** will be included with this Agreement and made a part thereof.

## ARTICLE VI

### GENERAL PROVISIONS:

1. No Assignment without Prior Consent. The PE services to be performed by the Consultant under the terms of this Agreement are personal and the Consultant shall not sublet or assign all or any part of the PE services under this Agreement without the prior written consent of the LPA and the Secretary. Consent by the LPA and the Secretary to assign, sublet or otherwise dispose of any portion of the Agreement shall not be construed to relieve the Consultant of any responsibility for the fulfillment of the Agreement. All the applicable terms of this Agreement remain in force and are a condition to any PE services approved to be sublet or assigned. Specific reference is made to Nondiscrimination and Equal Employment Opportunity, as applicable to the subcontract.
2. Termination by the LPA. The LPA reserves the right with the Secretary's approval to terminate all or part of this Agreement at any time upon written notice to the Consultant. Such notice will be sent not less than ten (10) days in advance of the termination date stated in the notice.
3. Termination by the Consultant. The Consultant may terminate this Agreement, in the event of substantial failure of other parties to perform in accordance with the terms hereof, upon ten (10) days written notice in advance of the effective date of such termination received by all parties to this Agreement.

Agreement No. 490-23  
 Project No. 39 KA-6909-01  
 Bureau of Local Projects

4. Effect of Termination.
- (a) In the event the Agreement is terminated by the LPA and the Secretary without fault on the part of the Consultant, the Consultant shall be paid for the work performed or PE services rendered before the termination date as Article III provides.
  - (b) In the event the PE services of the Consultant are terminated by the LPA and the Secretary for fault including, but not limited to: unreasonable delays in performance; failure to respond to LPA or the Secretary's requests; and/or unsatisfactory performance on the part of the Consultant, the Consultant shall be paid the reasonable value of the PE services performed or rendered and delivered to the Secretary up to the time of termination. The value of the PE services performed, rendered, and delivered will be determined by the Secretary in consultation with the LPA. The Consultant may appeal the determination to the Deputy Secretary of Transportation/State Transportation Engineer. The State Transportation Engineer's decision represents KDOT final agency action under the Kansas Judicial Review Act (KJRA), K.S.A. § 77-601, *et seq.*
5. Continuation of Services. In the event of the death of any member or partner of the Consultant's firm, the surviving member shall complete the PE services, unless otherwise mutually agreed upon by the LPA and the Secretary and the survivors, in which case the Consultant shall be paid as set forth in paragraph 4(b) above.
6. Employees of LPA and the Secretary. The Consultant will not, without written permission from the Secretary, engage the services of any person or persons in the employment of the LPA or the Secretary for any work required by the terms of this Agreement.
7. Audit. The Secretary may require the Consultant and subcontractors to be available for audit at the Secretary's discretion. Accounting methods, cost documentation, and books of said parties will be maintained in accordance with generally accepted accounting principles and will conform to the appropriate provisions of 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
8. Overhead Rate Audit. The overhead rate will be submitted by the Consultant for audit within seventy-five (75) days after the completion of the Consultant's fiscal year. The Consultant will assemble work papers for audit at its normal place of business. The overhead rate may be audited on a yearly basis and adjusted at the time of the audit review. If the overhead rate increases or decreases, previous payments may be adjusted so the Consultant is reimbursed for the actual cost for that fiscal year.

Agreement No. 490-23  
Project No. 39 KA-6909-01  
Bureau of Local Projects

9. Binding Agreement. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary, the LPA, the Consultant, and their successors and assigns.
10. No Third-Party Beneficiaries. No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
11. Buy America Compliance. The Parties agree to comply with the Buy America requirements of 23 CFR § 635.410, as applicable, when purchasing items using Federal funds under this Agreement. Buy America requires the Parties to purchase only steel and iron produced in the United States unless a waiver has been granted by FHWA or the product is subject to a general waiver. Costs for applicable materials which are not certified either compliant or under waiver will not be reimbursed. Buy America requirements apply to all contractors/subcontractors and should be incorporated through appropriate contract provisions as needed.
12. Prohibited Use of Certain Technologies. All Parties agree that they will comply with 2 CFR § 200.216 and 2 CFR § 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds, if any, to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services, or systems are unallowable costs and will not be reimbursed.
13. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.
14. Severability. If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
15. Civil Rights Act. The **Civil Rights Attachment** pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
16. Incorporation of documents. The correlation, interpretation, and intent of the Agreement documents, including the Agreement and attachments thereto, shall be as follows:
  - a. All Attachments listed and checked on the Index of Attachments are made a part of and incorporated into this Agreement.

Agreement No. 490-23  
Project No. 39 KA-6909-01  
Bureau of Local Projects

- b. The Agreement, the Notice to Proceed, and all supplemental agreements shall be included as the Agreement documents.
  - c. The Agreement documents comprise the entire Agreement between the Secretary, the Consultant, and the LPA; they may be altered only by supplemental agreement.
  - d. The Agreement documents are complimentary; that is, what is called for by one is binding as if called for by all. If the Consultant or the LPA finds a conflict, error, or discrepancy in the Agreement documents, the Consultant or the LPA will call it to the Secretary's attention before proceeding with the work affected thereby. In resolving such conflicts, errors, and discrepancies, the documents shall be given precedence in the following order: Supplemental Agreement, this Agreement, and Notice to Proceed.
17. Contractual Provisions. The provisions found in the current version of the **Contractual Provisions Attachment (Form DA-146a)**, which is attached, are hereby incorporated into, and made a part of this Agreement.

**(This space is intentionally left blank)**

Agreement No. 490-23  
Project No. 39 KA-6909-01  
Bureau of Local Projects

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

RECOMMEND FOR APPROVAL:

CITY OF ANTHONY, KANSAS:

\_\_\_\_\_  
City Engineer (Date)

\_\_\_\_\_  
Mayor of Anthony (Date)

ATTEST:

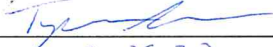
\_\_\_\_\_  
City Council Member


\_\_\_\_\_  
City Clerk (Date)

\_\_\_\_\_  
City Council Member

ATTEST:

**Evans, Bierly, Hutchison & Assoc., P.A.:**

BY   
Name 8-29-23

  
Name 8-29-23 (Date)

TITLE Eng. Tech.

TITLE President

Agreement No. 490-23  
Project No. 39 KA-6909-01  
Bureau of Local Projects

Kansas Department of Transportation  
Secretary of Transportation

\_\_\_\_\_  
Greg M. Schieber, P.E. (Date)  
Deputy Secretary and  
State Transportation Engineer

Approved as to form:

**INDEX OF ATTACHMENTS**

- Current Design Criteria
- Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities
- Certification as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments
- 23 U.S.C. § 409 Watermark
- Certification Against Contingent Fees
- Certificate of Compliance with K.S.A. § 46-239(c)
- Policy Regarding Sexual Harassment
- Certification of Company Not Currently Engaged in a Boycott of Goods or Services from Israel
- Civil Rights Act
- Supporting Engineering Fee Data Sheet
- Example Voucher for LPA to voucher KDOT
- Certification of Final Indirect Cost
- Certificate of Tax Clearance
- Contractual Provisions Attachment (DA-146a)

\*Note – If left unchecked, then inapplicable.



**CURRENT DESIGN CRITERIA**

1. All projects shall comply with either the current version of the American Association of State Highway and Transportation Officials (AASHTO) "Green Book", A Policy on Geometric Design of Highways and Streets, or the current version of the KDOT Project Development Manual for Non-National Highway System (NHS) Local Government Road and Street Projects, Volume. I, the Bureau of Local Projects Memorandums (BLP Memos), the KDOT Design Manual, the Geotechnical Bridge Foundation Investigation Guidelines, the current version of the Bureau of Traffic Engineering's Traffic Engineering Guidelines, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the Bureau of Design Road Memorandums, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and Project Special Provisions, and with the rules and regulations of the Federal Highway Administration pertaining thereto.
2. All efforts necessary to perform the preliminary engineering (PE) design services, including appropriate pavement design, etc., will be performed by the consultant. Projects developed will be processed through the Bureau of Local Projects (BLP) following procedures and items noted in the attachments that were sent to the Local Public Authority (LPA) at the time that consultant selection was initiated.
3. If right of way is required, the procedures shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act. These procedures will be discussed at the Field Check.
4. The project plans format should follow that used by the KDOT and described in the KDOT Design Manual.
5. The "Kansas" title sheet shall be used unless there is Federal-Aid in the project.
6. Each sheet shall have a sheet and project number box in the upper right hand corner. When a title block is used, it shall be located in the lower right hand corner.
7. When plans are designed by a consulting engineer, the firm's name should not be presented unless in an unobtrusive manner.
8. For full size sheets, the border size shall be 21 inches x 33.5 inches and the trim size shall be 22 inches x 36 inches.
9. All quantities shall be compiled using the proper KDOT bid item and shall be recapitulated on a separate summary of quantities sheet.
10. KDOT will retain the original plans or a complete set of reproducible.

11. Adjustment of utilities, when required, shall comply with the KDOT Utility Accommodation Policy and certification of the completed adjustments must be made prior to the plans, specifications and estimates (PS&E) approval of the project.
12. KDOT will perform the appropriate environmental studies on the projects and will provide clearance on the projects that qualify as categorical exclusions. Should any project require further environmental action or public involvement, it will be the responsibility of those performing the PE design services.
13. An official field check involving affected parties will be held for each project.
14. The BLP will develop a city/county/state agreement addressing financial arrangements and City/County and State responsibilities.

**For LPA Signature:**

Sheet 1 of 1

**Certification by Prospective Participants as to current history regarding debarment, eligibility, indictments, convictions, or civil judgments**

\_\_\_\_\_  
*President, Chairman, or Authorized Official*

being duly sworn (or under penalty of perjury under the laws of the United States), certifies that, except as noted below, \_\_\_\_\_

\_\_\_\_\_  
*Agency or Company*

or any person associated therewith in the capacity of \_\_\_\_\_

\_\_\_\_\_  
*Owner, partner, director, officer, principal investigator, project director, manager, auditor, or any other position involving the administration of federal funds*

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years;

Exceptions \_\_\_\_\_

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder or respondent responsibility. For any exceptions noted, indicate below to whom it applies, initiating agency, and dates of action.

\_\_\_\_\_  
\_\_\_\_\_

Providing false information may result in criminal prosecution or administrative sanctions.

\_\_\_\_\_  
Signature

Sworn to before me, a Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

**For Consultant Signature:**

**Certification by Prospective Participants as to current history regarding debarment, eligibility, indictments, convictions, or civil judgments**

Joel Krosschell  
*President, Chairman, or Authorized Official*

being duly sworn (or under penalty of perjury under the laws of the United States), certifies that, except as noted below, ESH Engineering, P.A.

*Agency or Company*

or any person associated therewith in the capacity of \_\_\_\_\_

*Owner, partner, director, officer, principal investigator, project director, manager, auditor, or any other position involving the administration of federal funds*

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

does not have a proposed debarment pending; and

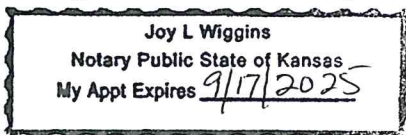
has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years;

Exceptions \_\_\_\_\_

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder or respondent responsibility. For any exceptions noted, indicate below to whom it applies, initiating agency, and dates of action.

\_\_\_\_\_

Providing false information may result in criminal prosecution or administrative sanctions.



[Signature]  
Signature

Sworn to before me, a Notary Public in and for the County of Cherokee, State of Kansas this 29th day of August, 2023.

[Signature]  
Notary Public

My Commission expires 9/17/2025

USE RESTRICTED 23 U.S.C. § 407

CERTIFICATION OF CONTRACTOR

I hereby certify that I am President and duly authorized representative of ESB Engineering P.A. (CONTRACTOR) and that neither I nor the above agency I here represent has:

- (a) employed or retained for the payment of a commission, percentage, brokerage, contingent fee, or other consideration, any person (other than a bona fide employee working solely for me or the CONTRACTOR) to solicit or secure this Agreement,
- (b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization of persons (other than a bona fide employee working solely for me or the CONTRACTOR) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the Agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Secretary of Transportation of the State of Kansas in connection with this Agreement and is subject to applicable State and Federal laws, both criminal and civil.

8-29-23  
(Date)

Joe Crosschell  
Name: Joe Crosschell  
Title: President

# KANSAS DEPARTMENT OF TRANSPORTATION

## SPECIAL ATTACHMENT

### CERTIFICATE OF COMPLIANCE WITH K.S.A. 46-239(c)

Kansas law (K.S.A. 46-239(c)) requires the Kansas Department of Transportation to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. The following certification must be filled in by the signator of this contract:

\_\_\_\_\_ Yes, this contract is with a legislator or a firm in which a legislator is a member.

Legislator name \_\_\_\_\_

Business phone \_\_\_\_\_

Address (Street, City, State, Zip Code)  
\_\_\_\_\_  
\_\_\_\_\_

**Purpose of Employment:** \_\_\_\_\_

**Method of determining compensation:** \_\_\_\_\_

or

X\_\_\_\_\_ No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

The signer understands that this certification is factual and reliable and is part of this transaction.

By:                     *Joe Anderson*                    

Date:                     8-29-23                    

Contract/  
Project No: \_\_\_\_\_  
(if applicable)

County: \_\_\_\_\_  
(if applicable)

**CERTIFICATION OF COMPANY  
NOT CURRENTLY ENGAGED IN A BOYCOTT OF GOODS or SERVICES FROM ISRAEL**

In accordance with K.S.A. 75-3740f, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than \$100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

As a Contractor entering into a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in K.S.A. 75-3740e and 75-3740f.

Joe Quinn                      President  
Signature, Title of Contractor

8-29-23  
Date

Joel Krosschell  
Printed

ET&H Engineering, P.A.  
Name of Company



## SUPPORTING DATA SHEET FOR ESTIMATE OF PRELIMINARY ENGINEERING FEE

PROJECT NUMBER: 39 KA-6909-01	COUNTY/CITY: City of Anthony
LOCATION: K 44 Highway at the intersection of Anthony Avenue	
WORK ITEM: Preliminary Engineering	DATE: 7-3-2023

1. DIRECT PAYROLL	RATE	ESTIMATED HOURS	AMOUNT	TOTAL
POSITION/TITLE				
Project Manager	45.25	180.00	8,145.00	
Survey Lead	35.00	50.00	1,750.00	
Survey Technician	30.00	70.00	2,100.00	
CADD Technician	30.00	250.00	7,500.00	
			0.00	
			0.00	
			0.00	
SUBTOTAL LINE 1		550.00		19,495.00
<b>2. SALARY RELATED AND GENERAL OVERHEAD (137.69%)</b>				26,842.67
<b>3. SUBTOTAL (LINES 1 &amp; 2)</b>				46,337.67
<b>4. NET FEE</b>			10.79	5,000.00
<b>5. DIRECT EXPENSES (TRAVEL, MATERIAL, SUB-CONSULTANT, ETC.) (BE DETAILED)</b>				
ITEM	RATE	DAYS, MILES OTHER	AMOUNT	
Mileage (miles)	0.585	1,380.00	807.30	
Meals (days)	40.00	12.00	480.00	
Motel (days)	75.00	10.00	750.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
SUBTOTAL LINE 5				2,037.30
<b>TOTAL (LINES 3, 4 &amp; 5)</b>				53,374.97

**"Example Billing - Cost Plus Net Fee Agreement"  
Preliminary Engineering by Consultant**

Detailed Itemized Statement of Amount being Claimed by Consultant

Date 09-30-2001  
Project No. 109 C-0000-01  
For services from August 1, 2001 through August 31, 2001.  
Billing Statement No. 1

**A. Direct Payroll**

Employee	Title	Hours	Rate	Extension	Totals
Ron Roads	Engineer	20	\$18.00	\$ 360.00	
Bill Bridges	Technician	100	\$15.00	\$1,500.00	
Carla Curbs	Technician	30	\$12.00	\$ 360.00	
Mary Median	Clerical	10	\$ 9.00	\$ 90.00	
				<u>\$2,310.00</u>	

Sub-Total = **\$2,310.00**

**B. Salary Related and General Overhead @ 100.00 % = \$2,310.00**

**C. Total Payroll plus Overhead (A + B) \$4,620.00**

**D. Net Fee \$460.00**

**E. Total Direct Payroll, Overhead and Net Fee (C + D) \$5,080.00**

**F. Direct Expenses**

Per Diem & Subsistence

Bill Bridges	10 days @ \$50/Day	\$500.00
Carla Curbs	3 days @ \$50/Day	<u>\$150.00</u>
		\$650.00

Mileage

Auto	500 miles @ \$0.20/mile	\$100.00
Pickup	500 miles @ \$0.20/mile	<u>\$100.00</u>
		\$200.00

Equipment Rental

Nuclear Density Meter	15 hours @ \$20/hour	\$300.00
-----------------------	----------------------	----------

Testing Laboratory (Rockshaker Testing Co., Inc.)

See Attachment with hours and costs	\$420.00
-------------------------------------	----------

Total Direct Expenses **\$1,570.00**

**G. TOTAL COST CLAIMED (E + F) \$6,650.00**

**SIGNATURE:**

\_\_\_\_\_  
Company Representatives Name

\_\_\_\_\_  
Date

**Certification of Final Indirect Costs**

Firm Name: EBH Engineering, P.A.

Indirect Cost Rate Proposal: 137.69%

Date of Proposal Preparation (mm/dd/yyyy): 07/03/23

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/10/2023 to 12/30/2023

*I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:*

- 1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- 2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

*All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.*



Signature: \_\_\_\_\_

Name of Certifying Official (Print): Joel Krosschell, PE

Title: President

Date of Certification (mm/dd/yyyy): 03/03/2023



Laura Kelly, Governor  
Mark A. Burghart, Secretary  
[www.ksrevenue.org](http://www.ksrevenue.org)

# CERTIFICATE OF TAX CLEARANCE

Evans, Bierly, Hutchison & Associates, P  
DBA as Evans, Bierly, Hutchison & Associates, P

**ISSUE DATE**  
05/24/2023

**TRANSACTION ID**  
TXBT-K587-5XNH

**CONFIRMATION NUMBER**  
C33X-GKFR-7RXC

**TAX CLEARANCE VALID THROUGH 08/22/2023**

*Verification of this certificate can be obtained on our website, [www.ksrevenue.org](http://www.ksrevenue.org),  
or by calling the Kansas Department of Revenue at 785-296-3199*

**KANSAS DEPARTMENT OF TRANSPORTATION  
CIVIL RIGHTS ATTACHMENT**

**PREAMBLE**

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (“LEP”).

**CLARIFICATION**

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

**ASSURANCE APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (“FTA”) or the Federal Aviation Administration (“FAA”) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

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.



# CITY OF ANTHONY, KANSAS MUNICIPAL HALL RENTAL CONTRACT

I, Anthony Pride, request to rent the following areas and equipment at the Municipal Hall, 130 E. Main, for the purpose of having a Trivia Game Night Fund raiser for the public on 11 month, 4 day, 2023 year

I will need the doors opened at: 9 a.m./p.m. and closed at: 11 a.m./p.m.

Main Floor (gym floor) purpose Public Entertainment - Game

Main Floor for 14 hours @ \$20.00 per hr. Requesting No Chg \$ 0

Basement for \_\_\_\_\_ hours @ \$20.00 per hr. = \$ \_\_\_\_\_

On-Site Custodian (after-hours only) for \_\_\_\_\_ hours @ \$25.00 per hr. = \$ \_\_\_\_\_  
(Subject to Availability: The City Custodian will be present for events occurring during normal City business hours, free of charge to the renter.)

Dance or Other Event Potentially Injurious to Floors = \$250.00 per event = \$ \_\_\_\_\_  
(This fee is determined by the City and is non-refundable. It is in lieu of the hourly rental fee.)

Police Protection Fee (if required by the City or if requested by the renter) is as follows:  
\_\_\_\_\_ (#) of officers @ \_\_\_\_\_ per hr. for \_\_\_\_\_ hours = \$ \_\_\_\_\_  
(If Police Protection is required by the City, this rental agreement shall not be approved or the rental date reserved, until it is first signed by the Chief of Police or his/her designated assistant. It is the responsibility of the Renter to contact the Chief of Police and make arrangements for the Police Protection, whether the protection is required or requested.)

Alcoholic/Cereal Malt Beverage Flat-Rate Fee (if served) = \$75.00 per event = \$ \_\_\_\_\_  
(The Consumption Exemption Application must be approved by the City Commission or the Chief of Police prior to the event.)

The City REQUIRES a Cash Deposit (Refundable LESS Damages). Deposit amount depends upon Rental Use:

Refundable Cash Deposit for Non-Dance Event = \$100.00 per event = \$ \_\_\_\_\_

Refundable Cash Deposit for Dance, Etc. Event = \$200.00 per event = \$ \_\_\_\_\_

TOTAL FOR ALL FEES = Requesting \$ No Chg

RENTAL SPACE NEEDS: *We will set up & pot away from upstairs tables & chairs*

I will need (how many) 20? tables, 100? chairs on the Main Floor.

I will need the stage (circle one): yes no

I will need basketball goals (circle one): yes no

I will need volleyball nets (circle one): yes no

I will need the elevator (circle one): yes no *Maybe*

I will need the kitchen for \_\_\_\_\_ hours.

I will need (how many) \_\_\_\_\_ tables, \_\_\_\_\_ chairs on the Basement Floor.

\*\* THE BALCONY IS NOT AVAILABLE FOR RENT.

The City CANNOT guarantee the reservation date of the event until after this completed Rental Agreement is returned to the City, approved by all appropriate City representatives, and the deposit is paid in full.

Renter agrees that if the cash deposit paid prior to the rental of the Municipal Hall is determined by the City to not be sufficient to pay for all damages that occurred during the Renter's event (even if the damage was not caused by Renter), he or she will be charged for all damages in excess of the cash deposit paid. Any deposit in excess of damage will be returned to the Renter following the conclusion of the event, within a reasonable time.

Renter agrees to indemnify and save harmless the City of Anthony from all claims, liabilities and obligations by reason of Renter's use of, operations or conduct on and/or occupancy of the premises herein rented and that in the event a judgment is entered against it, the City of Anthony is entitled in that amount from Renter, in addition to reasonable attorney fees.

AS THE RENTER I AGREE TO ASSUME THE FINANCIAL RESPONSIBILITY OF THE AFORE-DESIGNATED FUNCTION AND TO PROTECT THE RENTED CITY PROPERTY TO THE BEST OF MY ABILITY AND I CERTIFY THAT I AM AT LEAST 18 YEARS OR OLDER.

*Anthony Pride by Shenii Enter, secretary* 8-29-23 6208423575  
Renter's Signature Date Phone Number

P.O. Box 2 Anthony KS 67003  
Renter's Address City State Zip Code

Please Return Completed Contract To: City of Anthony, P.O. Box 504, Anthony, Kansas 67003

Contact Information: 620-842-5960 (phone) 620-842-5753 (fax)

\_\_\_\_\_ has personally appeared before me and has made arrangements for Police officers to be on duty at the function afore mentioned.

\_\_\_\_\_  
Police Chief/Designated Assistant

Rental approved by \_\_\_\_\_ on \_\_\_\_\_  
(City Representative) (Date)

CITY OF ANTHONY  
Special Event Retailers' Permit

Name of Special Event: The Muddy Water Obstacle Course Race

Date and Time of Event: September 30, 2023 12-10 pm

Organization(s) Sponsoring Event: Anthony Chamber of Commerce

Location of Event: Anthony Lake Stage Area

Cannot be within 200' of any school, church, nursing home, library, or hospital without a waiver from the City Commission following a public hearing of the community.

Is this event open to the public? (circle one)                      Yes                      No

How many times per year is this event held?              1              2              3              4              5 times/year

Name of Applicant (Contact Person): Eric Gates

Phone # of Applicant (Contact Person): 620-842-2543

Name and address of person(s) having supervision or management duties for the sale or service of cereal malt beverages at the special event (must be 21 years of age or older):

Name: Shiela Adams                      Address: 622 N Franklin, Anthony                      Phone: 620-842-2547

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Please indicate your plan or include a diagram with the application for adequate roping/fencing off of the area where cereal malt beverages are to be sold and consumed: \_\_\_\_\_

Roped off Area North of the Anthony Lake Stage

Please state any anticipated need for police, fire, or other municipal services: \_\_\_\_\_

none

It shall be unlawful for any person to conduct an event where cereal malt beverages are sold or served, without first applying for a special event retailers' permit at least 10 days before the event. Permits must be approved by the Anthony City Commission before they are valid. Commission meetings are held on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesdays of each month. Please allow for these time frames in the planning of your event.

\*By signing below, applicant acknowledges that he/she has read City Ordinance No. G-2793, Section 5 and other restrictions noted on the back side of this document and agrees to abide by all its terms.

Applicant Signature & Date: [Signature] 8-23-23

CITY ORDINANCE NO. G-2793, SECTION 5

SECTION 5. PERMIT REGULATIONS. In addition to and consistent with the requirements of K.S.A. 41-2701 *et seq.*, and amendments thereto, and the provisions and regulations found within Chapter 3, Article 1 of the Code of the City of Anthony, Kansas, applicable to the sale of cereal malt beverages which are not inconsistent with this ordinance, the following permit regulations shall apply:

(a) No temporary permit holder shall allow the serving or sale of cereal malt beverages between the hours of 12:00 a.m. and 10:00 a.m., or consumed and no public occupancy between the hours of 12:30 a.m. and 10:00 a.m. at any event location for which a special event retailers' permit has been issued.

(b) No cereal malt beverage shall be given, sold or traded to any person under 21 years of age.

(c) No more than four special event retailers' permits may be issued to any one applicant in a calendar year.

(d) The person(s) having management or supervisory duties for the sale or service of cereal malt beverages shall be present at the permitted location during the sale or service of cereal malt beverages;

(e) No cereal malt beverages may be taken from the permitted location for consumption elsewhere;

(f) A special event retailers' permit holder shall not be transferable or assignable.

(g) A special event retailers' permit holder shall not be subject to the provisions of the beer and cereal malt beverage registration act, K.S.A. 41-2901 *et seq.*, and amendments thereto.

No permit will be approved if there are conflicts with other city ordinances. This permit is for the sale of cereal malt beverage only, not alcoholic beverages or alcoholic liquor.

Penalties: Any person violating any provision of ordinance no. G-2793 shall be punished by: a fine of not more than \$1,000; or imprisonment in jail for not more than 90 days; or both.

**IF APPROVED, EVERY PERMIT HOLDER SHALL CAUSE THE SPECIAL EVENT RETAILERS' PERMIT AND RECEIPT TO BE PLACED IN PLAIN VIEW ON ANY PREMISES WITHIN THE CITY WHERE THE HOLDER OF THE PERMIT IS SERVING CEREAL MALT BEVERAGE FOR CONSUMPTION ON THE PREMISES.**

.....  
*For Official Use Only*

Fee: \$50.00 per day. Paid: Date \_\_\_\_\_ Cash / Check# \_\_\_\_\_

THIS PERMIT WAS: APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_

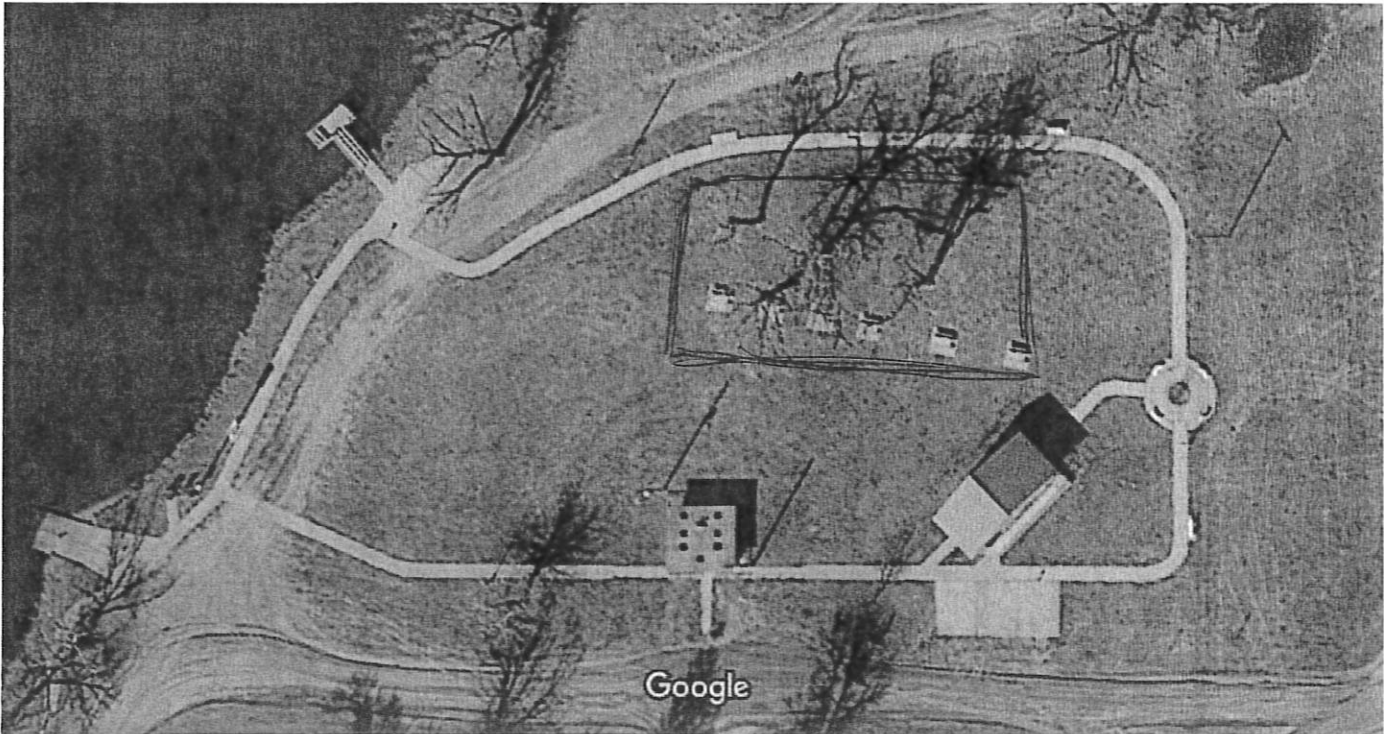
\_\_\_\_\_  
Gregory Cleveland, Mayor Date: \_\_\_\_\_

\_\_\_\_\_  
Cyndra Kastens, City Clerk Date: \_\_\_\_\_

*City Clerk shall notify city law enforcement and forward a copy of the permit to the Harper County Sheriff's Office.*

*Rev. 9/2018*

Google Maps



Map data ©2022, Map data ©2022 20 ft

150' x 75'

# For Your Approval

## 9" FLAT STREET NAMES - 1" CORNERS

42"  
A



36"  
B



**JULY2023/STNAME/ANTHONY KS FL-9**

WORDING COLOR                      **WHITE**

BACKGROUND COLOR                      **BLUE**

**PLEASE READ THIS PROOF CAREFULLY**  
 There will not be another opportunity to review copy or art prior to printing. Please indicate approval and confirm with signature and date.

- OK AS IS**
- OK WITH CORRECTION**
- NEW PROOF REQUIRED**

Rev. 9/2017

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

(Published in The Anthony Republican, September 13, 2023) 1t

**ORDINANCE No. S-315**

**AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OF CERTAIN REAL ESTATE LOCATED WITHIN THE JURISDICTION OF THE CITY OF ANTHONY, KANSAS LOCATED ON NORTH WEST AVE IN SUNRISE 2<sup>ND</sup> ADDITION AND VARIANCES THEREOF**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ANTHONY, KANSAS:**

Section 1: That pursuant to Chapter XVIII, Zoning and Planning (Ordinance No. G-2718), of the City Code of the City of Anthony, Kansas, the following real estate affected by this ordinance is described as: Lots 1 & 2, Block 5, Sunrise 2<sup>nd</sup> Addition, City of Anthony, Harper County, Kansas.

Section 2: The classification of the said real estate shall be changed from B-2 Service Business to R-1 Residential District.

Section 3: This ordinance shall take effect from and after its publication in the Anthony Republican, the official City newspaper as provided by law.

Passed, approved, and adopted this 5<sup>th</sup> day of September, 2023

\_\_\_\_\_  
Gregory Cleveland, Mayor  
City of Anthony

ATTEST:

\_\_\_\_\_  
Cyndra Kastens, City Clerk/Administrator

**PLANNING COMMISSION REPORT  
CASE PC 23-01  
CITY OF ANTHONY  
Sunrise 2<sup>nd</sup> Addition**

The Anthony City Planning Commission met on August 22, 2023 to review a request from the City of Anthony for a rezone of Lots 1 and 2 in Block 5 of Sunrise 2<sup>nd</sup> Addition from B-2 Service Business to R-1 Residential located on North West Ave., Anthony, Ks.

After conducting a public hearing, the Planning Commission reviewed the case and based their decision on the following criteria.

**Criteria for Review**

- A. The general character and location of the neighborhood.

**This property is located in the Sunrise 2<sup>nd</sup> Addition to the City of Anthony. In Block 5 of this addition (located on the west side of the proposed new West Street), lots 1-2 are zoned commercial and lots 3-16 are zoned residential. Therefore, there is a mixed zoning condition that exists side by side in Block 5. The area is surrounded by farm ground on the north and west, and various developments of the City of Anthony on the east and south. The City is in the development stages of developing the west side of the platted area into a single-family residential housing community.**

- B. The current zoning and use of nearby properties.

**Directly across the street east from lots 1-16 in Block 5 are undeveloped commercial and multi-family residentially zoned lots. Further east across the proposed new West Street is a commercial Building (NAPA), a church, and R-2 Multi-Family Residence properties. There is a mix of residential and commercial properties neighboring this platted area.**

- C. Suitability of the subject property for the uses to which it has been restricted.

**The property can be suited to either residential or commercial zoning with the neighboring uses. Leaving the zoning as is or approving the zoning change, both will create a mixed zoning scenario since there is mixed uses in this addition. Approving the zoning change will align all of the residential lots along the west side of the new West Street and leave the commercial zoning grouped on the northeast. It does not completely remove the mixed zoning scenario since commercial and residential would be across the street from each other.**

- D. Extent to which the proposed use will detrimentally affect nearby property.

**Since mixed zoning will exist either way, whether approving the zoning change request or not, the Planning Commission should consider which**



**zoning designation of Lots 1 & 2 in Block 5 would provide the best suitability to the area and the least detrimental effect to the properties nearby.**

- E. The length of time the subject property has remained vacant as zoned.

**The subject property is undeveloped and had remained vacant since platted.**

- F. The relative gain to public health, safety and welfare due to the denial of the application as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

**There is no foreseeable gain to public health, safety and welfare due the denial of this re-zone, unless the Planning Commission believes it is not beneficial to public welfare and safety to have residential zoning across the street from commercial. A possible hardship imposed to the landowners of lots 3-16 in Block 5, and the multi-family lots in Block 4 if the application is denied could be increased noise and commercial traffic traversing on the proposed new West Street if a business developed on the north on lots 1 & 2 in Block 5. Of course, even if the application is approved, depending on the development of the commercial lots on the east of West Street (specifically Lot 1 Block 1, and Lots 4 & 5 Block 2) there could still be some commercial traffic. Future development of the commercial lots may warrant some consideration to keep the access on the east instead of West Street. This would need further review for Lot 5 Block 2. All other commercial lots could access and front Grace Lane and Serenity Lane creating a safer separation between residential development on the west and commercial development on the east.**

- G. Recommendation of the city staff.

**City staff recognizes the need for additional residential housing lots and the time and financial investment already underway to develop the west side of the proposed West Street to meet this need and dedicate it to residential housing. Approval of this zoning change would also create uniformity for the development of housing on the west and commercial on the northeast. This is favorable to city staff with the understanding that additional requirements may need to be considered for east side access or screening requirements for the commercial developments in Blocks 1 and 2 to provide even more satisfactory separation between the two zoning uses. The Zoning Administrator would recommend approval of said zoning change request if no concerns are received.**

- H. Conformance of the requested change to the adopted or recognized comprehensive plan, or other planning policies and documents of the City to guide its growth and development.

**The requested change conforms to the City of Anthony Comprehensive Plan**

- I. The availability and adequacy of required utilities and services to serve the proposed use. These utilities and services include, but are not limited to, sanitary and storm sewers, water and electrical service, police and fire protection, schools, parks and recreation facilities.

**Their proposed use will have adequate access to all required utilities, police and fire services once the construction is complete at Sunrise 2<sup>nd</sup>. Construction began in August 2023 and is expected to be completed by February 2024, weather and material dependent.**

- J. The extent to which the proposed use will adversely affect the capacity or safety of the street or road network influenced by the use. Or if the proposed uses provide adequate access roads or ingress and egress to prevent traffic hazards.

**If this property is left as zoned it could create extra noise, traffic hazards and extra wear and tear on the streets.**

- K. The environmental impacts generated by the proposed use including, but not limited to, loss of prime farmland, flooding problems, excessive storm water runoff, soil erosion and sedimentation, reduction of water supplies, including surface and ground waters, air pollution, noise pollution, excessive nighttime lighting or other environmental harm.

**There does not appear to be any adverse environmental impact that would be generated by this proposed use at this location.**

- L. The extent to which the proposed use will result in the destruction, loss, or damage of any natural, scenic or historic feature of significant importance.


**The proposed use should have no adverse effects on such features.**

- M. The ability of the applicant to satisfy any requirement (e.g. site plan, etc.) applicable to the specific use imposed pursuant to the zoning regulations in the Unified Development Code and other applicable ordinances.

**Applicant can provide any required documentation or site plans necessary to satisfy zoning requirements.**

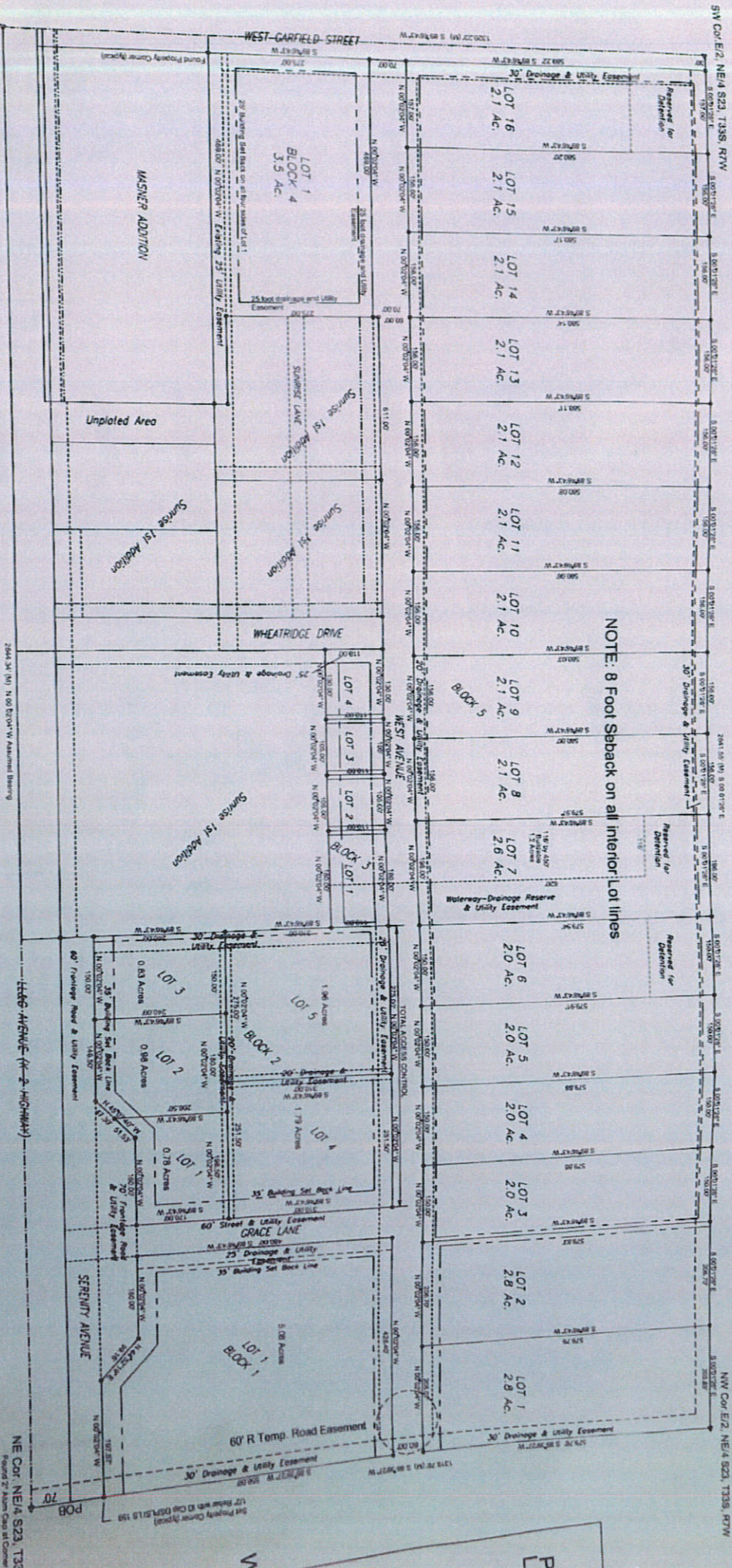
The Planning Commission therefore recommends to the Anthony City Commission, by a 6-0 vote, that Lots 1 and 2 in Block 5 of Sunrise 2<sup>nd</sup> Addition located on North West Ave., Anthony, Ks be rezoned from B-2 Service Business to R-1 Residential.

The Planning Commission also recommends to the Anthony City Commission, by a 6-0 vote that *in Sunrise 2nd Addition* there will be no commercial access on West Avenue. A variance will be considered for landowners of Lot 4, Block 2 to access Lot 5 of Block 2. Also, to implement screening standards for the west side of Lot 1, Block 1 and Lots 4 & 5 of Block 2 as stated in the Commercial Appearance Code of the UDC, Article 11, Section 11-1, E-1.

Blake LePard   
 Planning Commission Chairman

# SUNRISE 2ND ADDITION

to the City of Anthony, Kansas  
FINAL PLAT



**SURVEYORS CERTIFICATION AND DESCRIPTION.**  
 I, Michael F. Aldritt, Licensed Professional Land Surveyor of the State of Kansas, do hereby certify that the following described tract of land was surveyed for the City of Anthony, Kansas, on the 12th day of April, 2014, and the accompanying plat was prepared and that all the requirements herein are met and that the positions are correctly shown to the best of my knowledge and belief.  
 Signed this 12th day of April, 2014.

**Legal Description:**  
 Commencing at the Northeast Corner of the Northeast Quarter of Section 23, Township 33 South, Range 7 West of the 6th P.M. in Harper County, Kansas. Thence West, along the North line of said Northeast Quarter and on an assumed bearing of South 89 degrees 39 minutes 27 seconds West a distance of 70 feet to the Point of Beginning; Thence continuing West on a bearing of South 89 degrees 39 minutes 27 seconds West a distance of 1249.75 feet to a point; Thence South on a bearing of South 00 degrees 01 minutes 26 seconds East a distance of 2641.55 feet to a point on the South line of said Northeast Quarter; Thence East on a bearing of North 89 degrees 46 minutes 43 seconds East a distance of 950.23 feet to a point; Thence North on a bearing of North 00 degrees 02 minutes 43 seconds West a distance of 660.00 feet to a point; Thence West on a bearing of South 89 degrees 46 minutes 43 seconds West a distance of 28.00 feet to a point; Thence North on a bearing of North 89 degrees 46 minutes 43 seconds East a distance of 181.00 feet to the Point of Beginning.



**PLANNING COMMISSION CERTIFICATE**  
 STATE OF KANSAS  
 COUNTY OF HARPER, SS  
 This plat was approved by the City of Anthony Planning Commission on the 12th day of April, 2014.  
 Signed this 12th day of April, 2014.  
 Jamie Rabeau, Chairman  
 Sheri Miller, Secretary

**GOVERNING BODY CERTIFICATE**  
 STATE OF KANSAS  
 COUNTY OF HARPER, SS  
 Dedications shown on this plat are hereby accepted by the Governing Body by the City of Anthony, Kansas.  
 Signed this 12th day of April, 2014.

**APPOINTED PLAT REVIEW**  
 STATE OF KANSAS  
 COUNTY OF HARPER  
 This plat is certified as correct and true to the original of K.S.A. 58-2005.  
 Signed this 12th day of April, 2014.

Michael F. Aldritt, Licensed Professional Land Surveyor

2014

# SUNRISE 2ND ADDITION

to the City of Anthony, Kansas  
FINAL PLAT



**SURVEYOR'S CERTIFICATION AND DESCRIPTION.**  
 I, Michael F. Aldritt, Licensed Professional Land Surveyor of the State of Kansas, do hereby certify that the following described tract of land was surveyed on the 22nd day of April, 2014, and the accompanying plat was prepared and that all the requirements herein actually exist and their positions are correctly shown to the best of my knowledge and belief.  
 Signed this 22nd day of April, 2014.

### Legal Description:

Commencing at the Northeast Corner of the Northeast Quarter of Section 23, Township 33 South, Range 7 West of the 6th P.M. in Harper County, Kansas, Thence West along the North line of said Northeast Quarter and on an assumed bearing of South 89 degrees 39 minutes 27 seconds West a distance of 70 feet to the Point of Beginning; Thence continuing West along a bearing of South 89 degrees 39 minutes 27 seconds West a distance of 1249.78 feet to a point; Thence South along a bearing of South 00 degrees 01 minutes 28 seconds East a distance of 241.55 feet to a point on the South line of said Northeast Quarter; Thence East along said South line on a bearing of North 89 degrees 46 minutes 43 seconds East a distance of 950.23 feet to a point; Thence North on a bearing of North 00 degrees 02 minutes 04 seconds West a distance of 600.00 feet to a point; Thence West along a bearing of South 89 degrees 46 minutes 43 seconds West a distance of 25.00 feet to a bearing of South 89 degrees 46 minutes 43 seconds East a distance of 161.00



**PLANNING COMMISSION CERTIFICATE.**  
 STATE OF KANSAS  
 COUNTY OF HARPER, SS  
 This plat was approved by the City of Anthony Planning Commission on the 22nd day of April, 2014.  
 Signed this 22nd day of April, 2014.  
 Jamie Robreau, Chairman  
 Sherri Miller, Secretary

### GOVERNING BODY CERTIFICATE

STATE OF KANSAS  
 COUNTY OF HARPER, SS  
 Dedications shown on this plat are hereby accepted by the Governing Body by the City of Anthony, Kansas.  
 Signed this 22nd day of April, 2014.

**APPOINTED PLAT REVIEW**  
 STATE OF KANSAS  
 COUNTY OF HARPER  
 This plat is certified as correct by the State of Kansas.  
 Signed this 22nd day of April, 2014.

Michael F. Aldritt  
 Due South Professional Land Surveyors, Inc.

## Harper County Flag Mural in Anthony



The Arts Center is partnering with local service organizations and local municipalities to put the Harper County flag on blank walls. (The picture to the right is the mural we helped with last year, on the bathroom shelter in the City of Harper park, with the help of their K-Kids group from Harper Elementary School.)

This project beautifies public spaces, involves our community in having a hand in creating a more beautiful place for us all to live in (and for others to visit), all while unifying the county with a simple, bold design.

Financial details: The Arts Center received a grant earlier this year from the Kansas Department of Commerce: Office of Rural Prosperity to fund 4 murals, including 2 Harper County flag murals (one in Anthony, the other in Attica). The project has been fully funded, so there is no financial obligation for the City.

Volunteers: The Arts Center would be overseeing the project from start to finish (Director Juliana Whisman is the contact for this project.) The Anthony Elementary School K-Kids group (a young form of the Kiwanis Organization) is excited to help with the painting of this project.

Timeline: The grant specifies that these murals must be completed by December 31, 2023. As far as the project is concerned, the painting time would be approximately 8 hours, done over the course of one weekend. (This would include 2 hours of prep time, 4 hours of painting time with students, and 2 hours of touch-up to make the mural look fantastic!)

### Possible locations:

–the West-facing wall of the Anthony Lake bathroom shelter

–the East-facing wall of the Memorial Park bathroom shelter



**COURT REPORTING CASE REPORT**

OFFN DATES: 07/28/2023-08/31/2023

FOR OFFICER CODES: ALL

CASE NO	DEFENDANT'S NAME OFFICER'S NAME	TICKET NO	CRT DATE OFN DATE	FINE OFFENSE DESC	CRT COST	OFFN FEE	ACTN FEE	CASE TOTL	AMT PAID LST PYDT	AMT DUE
202300103	ALANIS, MARIA F. LUCK BAILEY	4763	8/22/23 7/28/23	42.00 SPEEDING 12 MPH OVER	74.50	23.50	20.00	160.00	160.00 8/25/23	.00
202300104	FISCHER, PERRY A. LUCK BAILEY	4764	8/22/23 7/31/23	75.00 FTY AT STOP OR YIELD SIGN	74.50	23.50	.00	173.00	173.00 8/21/23	.00
202300105	MAZANEC, DUSTIN R. MANNING HERMAN	4964	8/22/23 8/01/23	30.00 SPEEDING 10 MPH OVER	74.50	23.50	.00	128.00	128.00 8/18/23	.00
202300106	WINGARD, DALLAS J. MANNING HERMAN	4787	8/22/23 8/04/23	30.00 SPEEDING 10 MPH OVER	74.50	23.50	.00	128.00	128.00 8/16/23	.00
202300107	HARBIN, ALI M. HOUSTON NATHAN	1415	10/10/23 8/08/23	.00 DOG AT LARGE VICIOUS DOG DOG AT LARGE VICIOUS DOG	.00	.00	.00	.00	.00	.00
202300108	PATTERSON, LAURI L. LUCK BAILEY	4777	9/26/23 8/19/23	48.00 SPEEDING 13 MPH OVER	74.50	23.50	.00	146.00	146.00 8/24/23	.00
202300109	LANDIN, ANGEL D. MANNING HERMAN	4788	9/26/23 8/18/23	.00 SPEEDING 10 MPH OVER	.00	.00	.00	.00	.00	.00
202300110	MORECI, NICOLE M. LUCK BAILEY	4776	9/26/23 8/19/23	.00 SPEEDING 11 MPH OVER	.00	.00	.00	.00	.00	.00
202300111	IRWIN, SIERRA D. LUCK BAILEY	4778	9/26/23 8/19/23	.00 SPEEDING 12 MPH OVER	.00	.00	.00	.00	.00	.00
202300112	MILLARD, BRADY T. MANNING HERMAN	4789	9/26/23 8/19/23	30.00 SPEEDING 10 MPH OVER	74.50	23.50	.00	128.00	128.00 8/31/23	.00
202300113	WELLS, SCOTT I. MANNING HERMAN	4790	9/26/23 8/19/23	.00 SPEEDING 15 MPH OVER	.00	.00	.00	.00	.00	.00

**COURT REPORTING CASE REPORT**

OFFN DATES: 07/28/2023-08/31/2023

FOR OFFICER CODES: ALL

CASE NO	DEFENDANT'S NAME OFFICER'S NAME	TICKET NO	CRT DATE OFN DATE	FINE OFFENSE DESC	CRT COST	OFFN FEE	ACTN FEE	CASE TOTL	AMT PAID LST PYDT	AMT DUE
202300114	MANGUS, KASH G. MANNING HERMAN	4791	9/26/23 8/19/23	.00 SPEEDING 15 MPH OVER	.00	.00	.00	.00	.00	.00
202300115	ADAMS, SHEILA R. MANNING HERMAN	4793	9/26/23 8/20/23	.00 SPEEDING 11 MPH OVER	.00	.00	.00	.00	.00	.00
202300116	ALVARADO, MAXIMUS LUCK BAILEY	4779	9/26/23 8/21/23	.00 FTY AT STOP OR YIELD SIGN	.00	.00	.00	.00	.00	.00
202300117	YAISEL, LOPEZ W. LUCK BAILEY	4780	9/26/23 8/21/23	.00 SPEEDING 20 MPH OVER	.00	.00	.00	.00	.00	.00
202300118	ZIA, BENJAMEN LEDEZMA ALEX	4781	9/26/23 8/21/23	84.00 SPEEDING 19 MPH OVER	74.50	23.50	.00	182.00	182.00 8/28/23	.00
202300119	OLIVER, LAURENCE A. LEDEZMA ALEX	XAVIER 5090	9/26/23 8/27/23	.00 SPEEDING 12 MPH OVER	.00	.00	.00	.00	.00	.00
202300120	GRAVES, MACKENZIE B. MANNING HERMAN	4794	10/10/23 8/29/23	.00 FTY AT STOP OR YIELD SIGN	.00	.00	.00	.00	.00	.00
202300121	WARD, ROBERT E. LEDEZMA ALEX	5091	9/26/23 8/31/23	.00 SPEEDING 12 MPH OVER	.00	.00	.00	.00	.00	.00
REPORT TOTALS								1,045.00	1,045.00	.00

RESOLUTION NO. 1134

A RESOLUTION AUTHORIZING THE PUBLIC OFFICERS OR OTHER AGENTS OF THE CITY TO ABATE HEALTH NUISANCES AS AUTHORIZED BY ARTICLE 2 OF CHAPTER VII OF THE CITY OF ANTHONY CITY CODE.

WHEREAS, it is in the interest of the City Commission that the health, safety, and general welfare of the citizens of the City of Anthony be maintained;

WHEREAS, that a health nuisance has developed in The North Sixty (60) ft. & the South One-hundred Forty-Two (142) ft. of Block Three (3), in East Highland Addition, in the City of Anthony, Harper County, Kansas; as shown by the recorded Plat thereof, 611 N. Jennings, Anthony, Kansas.

WHEREAS, Notice of Violations have been mailed to the property owner of record by certified mail to David G. Cherry EST & Carole A. Cherry, 1216 N. IMO RD, Enid, OK 73703; Notice was never picked up by property owner.

WHEREAS, the property owner has not alleviated the alleged violations nor requested a hearing before the City Commission within the time periods specified;

WHEREAS, the public officer and other agents of the City of Anthony presents this Resolution to the City Commission;

BE IT RESOLVED BY THE CITY COMMISSION that the Public Officers and other Agents of the City of Anthony are authorized to abate the conditions causing the violations at the end of September 15, 2023; and

BE IT FURTHER RESOLVED that the cost incurred by the City shall be charged against the Lot or Lots or parcel of ground on which the nuisance or nuisances were located. The City Clerk shall, at the time of certifying other taxes to the County Clerk certify the cost as provided and the County Clerk shall extend the same on the tax roll and it shall be collected by the County Treasurer and paid to the City as other City taxes are collected and paid.

Amount is due from property owner(s) for services rendered by the City of Anthony upon presentation of bill. Failure of property owner(s) to pay amount due may result in the City bringing an action in district court, or causing a special assessment to be levied on the property, or any other manner of collection provided by law.

ADOPTED at Anthony, Kansas, this 5th day of September, 2023.

\_\_\_\_\_  
Gregory L. Cleveland, Mayor

SEAL  
ATTEST:

\_\_\_\_\_  
Cyndra Kastens, City Clerk



To: City Commissioners  
From: Cyndra Kastens

Re: City Clerk/Administrator Report  
9/5/23

There will be 2 items on the agenda for the PRIDE Committee therefore, if Commissioners Hodson, Lanie, or Smith will not be in attendance please let me know since that would not leave a voting quorum with the two PRIDE members abstaining. FYI

**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 August 15, 2023 Regular Meeting Minutes
2. Approve August 22, 2023 Special Meeting Minutes
3. Special Appropriations:

Fund #34 Street Improvements-Pavement Maintenance-\$2,137.89-Street Paint, Cold Patch, & Filter

Fund #95 Fire - Anderson Welding - \$5,474.93 - #53 Grass Truck Grill Guard

Fund #95 Fire - K&S Tire - \$1,196.00 - #50 Aerial 2 Rims Blown Tire 2/23

*Note: Special Appropriation Request Fund #95 – Fire Chief Hodson has asked to pay the Grill Guard and the rims (the rims are from the blow out last February; the bill just came) from this fund. This is the fund that was moved over from the Fire Department into the city. The auditor recommended these funds be allocated and the fund closed. Since the fire department operational fund is getting low this year, the Chief has asked to pay these two bills and the request to buy a spray nozzle (a separate agenda item) out of these funds.*

Split Funds Approve \$263.90 over the Pre-Approved \$2000 Donation for Pioneer Feed

*Note: The Pioneer Feed total went over the \$2,000 by \$263.90. Reminder, the City of Attica pays \$400 and the Cities of Harper and Anthony split the difference.*

4. Appropriation Ordinance No 3173 \$267,821.21  
*Note: Fund #83 – \$20,784.76 This was an approval from last year that we waited one-year lead times to finally get in stock. This was to replace the obsolete meter reader equipment.*
5. Approve 08.29.2023 Payroll \$62,584.41
6. Approve to Pay up to \$170 of Lake Board Capital to Complete Purchase of Two More Fire Rings for the Lake

*Reminder, I emailed the Commission to get permission to proceed on this and indicated I would add it to the next consent agenda.*

**To: City Commissioners**  
**From: Cyndra Kastens**

**Re: City Clerk/Administrator Report**  
**9/5/23**

7. Approve Reappointment to Lake Board for Dick Aldis and Andi Giesen - Terms to expire 2027
8. Ordinance No. S-316 Creation of Economic Development Fund

*As of the date of this report I am still waiting to hear from the state on the type of fund. If I get this info in time, I will email the ordinance so everyone can review it prior to the meeting. If not, we can table it.*

9. Sunrise 2nd BASE Grant - Mies Construction Pay Estimate #1 - \$313,016.40

*This is the first contractor pay request for the BASE grant. All of these are paid for direct through HCCF, we just approve them for payment. I will catch up a project tracker to include this plus any engineering payments that have been issued and start submitting that with the following pay requests.*

10. Approve Consultant Preliminary Engineering Services Agreement with EBH Engineering for Project No. 39 KA-6909-01 (CCLIP Main & Anthony)

**PUBLIC HEARINGS - NONE**

**REGULAR BUSINESS**

11. Request from County to Purchase Available lots (South half of 3, and all of 6, 7, and 10) in Block 23 in Anthony - HP CO Commission

*The County Commission will be coming to ask the city if they can purchase the remaining lots at the old high school. We are working with a person now that is moving back to Anthony to build a house on the north, and I did make the County aware that we were hoping to utilize the remaining lots as incentives for others to build homes on (especially people that want to construct a 3-D or Modular home) but of course, if they do have a need that outweighs that, it is good for the two jurisdictions to talk together. Please also note, if the County wants the land to construct the new jail, I probably need to reach out to the person wanting to move the modular home in on the north to give them the chance to reconsider as they may not want their home to be built beside that. Also, I will need to check zoning, I just haven't yet because I'm not sure what the County would like to use the land for, so I have not proceeded until the county has had a chance to fill you in.*

12. PRIDE Trivia Fundraiser Use of Municipal Hall and Waiver of Fees Nov 4th
13. PRIDE - Approve to add Flyer to Utility Bills
14. Approve Special Event Retailers' Permit Application - Chamber of Commerce
15. Approve Street Sign Proof
16. Planning Commission Recommendation for Approval of Ordinance S-315 Rezone Sunrise 2nd Addition
17. Banner Update
18. HPCO Community Flag Mural for Anthony

**To: City Commissioners**  
**From: Cyndra Kastens**

**Re: City Clerk/Administrator Report**  
**9/5/23**

19. Fire Department Request to Bid Electronic Nozzle for #53 Grass Truck to be Paid from Fund#95 .
20. Approve Municipal Court Report August 2023
21. Health Resolution No. 1134 611 N. Jennings Cherry 2023

**Admin Report:**

1. BASE Grant/HCCF – The water line is installed (the connection to the existing line is not complete until it passes labs). This equates to around 2,965’ of pipe installed. Mies is finishing the work on the sewer line installation at present and the water taps are not in yet. I have included a photo in my report packet to show you what has been done to date. The yellow highlights are the new lines completed. Once the crew is done with all the water and sewer, they will move to Harper to work on water and sewer. We do not have a definitive date for starting the street work, but the break will give us time to finalize our electric installation plans and place some conduit before roadwork begins. Jerry will be finalizing a plan and numbers to present soon.
2. I attended the Housing Conference in Overland Park August 22<sup>nd</sup> – 24<sup>th</sup>. I attended the following sessions:
  - a. Kansas Development Challenges. Interestingly though material supplies were of course a large factor, this room full of developers mostly cited cities and counties as the problem, meaning how hard it is to get land, and how hard it is to get zoning done etc.. I made clear we have land and zoning completed. ☺
  - b. 3-D Concrete Printed Homes. Printed on-site. Total home (interior and exterior) can be completed on a 1,000 square foot home in 3 weeks.
  - c. CrossMod New Modular home designs. Average cost \$130,000 – \$185,000
  - d. “When Everyone Leads”. This session really helped enforce for me the need to create another housing group locally because local buy in, support, financial commitment etc.. all of the housing efforts just cannot be accomplished by the City Administrator. We need a local team to really be successful in these housing efforts.
  - e. Pittsburgh Landbank. I think it’s probably time for us to go ahead and get this started. Interesting point: the city gave the Pittsburgh landbank \$90,000 to get started in 2018. They still have about \$20,000 today. They have been able to complete 55 houses. We don’t have to have seed money to start one, but we will need some kind of money to be able to really do anything. We will talk more.
  - f. Collaboration, County, and Community. They said the secret sauce to moving housing initiatives forward is getting as many people with as many backgrounds/representations at the table.

We also heard from the Governor, the head of HUD, and the head of USDA. I met with a few developers but there were not hardly any builders here, which is what we are needing. I have some contacts to try though. We will see.

To: City Commissioners  
From: Cyndra Kastens

Re: City Clerk/Administrator Report  
9/5/23

3. Anthony Lake Trail – I received word from Kansas Department of Wildlife and Parks that most of the SHPO and Environmental Reviews are complete, but they still have not sent out agreements yet because they are working out some final clarifications on Buy America requirements. Once they have final conclusions on those requirements, we should be able to expect grant agreements to come our way for execution.
  
4. Banners – No bids were received for the metal art to sit on top of the Banners. We have made contact with the Cox Machine who created the prototype and they said they would be willing to do the metal and powder coat but would not be interested in designing any attachment assembly. We are going to have to revisit this issue before we go much further. Will keep you posted on that. Let us know if you have ideas. Just so you are also aware, I had to have a meeting with the Department of Commerce August 28<sup>th</sup> because I was late on the quarterly report. The information is turned in now, but I was late. Making you aware. I have this item on the agenda to discuss the possibility of adding to the order and how to proceed with design. I have a meeting on Wednesday September 6<sup>th</sup> at 9:00 a.m. to start brainstorming design. Juliana Whisman said she would be happy to sit in on the meeting and was going to come up with some sketches over the weekend prior to just do some brainstorming. If a commissioner is interested in sitting in for the design phase, please let me know that at the meeting so the Commission can appoint someone to do that. For now, here are some random examples from the company (Not necessarily of patterns or colors, I'm not a fan of these but this can get you brainstorming on what to say on the banner.):

To: City Commissioners  
From: Cyndra Kastens

Re: City Clerk/Administrator Report  
9/5/23



To: City Commissioners  
From: Cyndra Kastens

Re: City Clerk/Administrator Report  
9/5/23



To: City Commissioners  
From: Cyndra Kastens

Re: City Clerk/Administrator Report  
9/5/23



To: City Commissioners  
From: Cyndra Kastens

Re: City Clerk/Administrator Report  
9/5/23



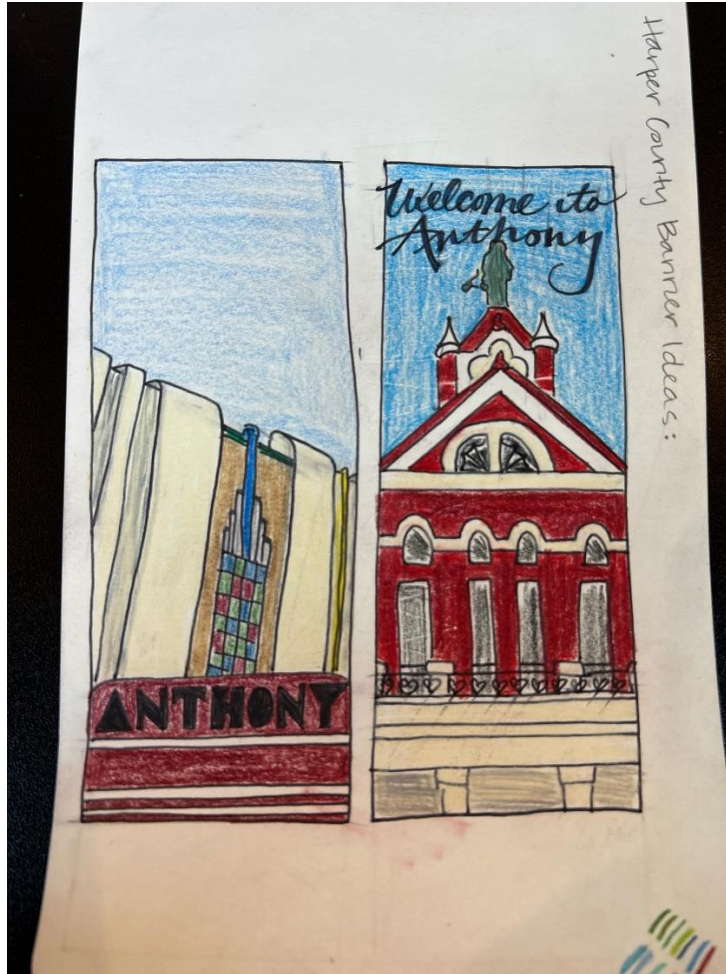
I kind of liked “ Discover Anthony” or “Shop and Explore Anthony”. Even if you do not sit in on the design (as all drafts will come to the Commission for review anyway), please let me know before the meeting on Wednesday if you can think of any other catchy ideas.



To: City Commissioners  
From: Cyndra Kastens

Re: City Clerk/Administrator Report  
9/5/23

The following is a few rough sketch ideas from Julianna for banner ideas as well:



5. Electric Internship – CHS has 2 seniors that would like to intern for the school year. Pending the final comment from our insurance carrier (since one of the boys is under 18), we plan to host one student per semester during this school year. Update on this topic, this has been delayed and the student has not been able to start due to hold ups on final determinations from EMC.
6. Transient Guest Tax – Just as an informational piece to the Commission, we have received the invoicing for the previously awarded Show & Shine Car Show for both the original date and then the rescheduled date. It does appear that flyers, posters, marketing, and insurance had to be paid for twice due to the unforeseen need to reschedule the event. The additional cost of repeating those purchases was around \$900, however, they were still able to stay under the original award amount. I have attached copies of the receipts for both the

To: City Commissioners  
From: Cyndra Kastens

Re: City Clerk/Administrator Report  
9/5/23

1<sup>st</sup> date and the rescheduled date to my report packet. I do not think anything needs to be done but did need to disclose that some expenses were paid twice with the TGT money.

7. Department Operations – I have restructured some of the operations of the city to better accommodate the current staffing. The water department head used to be over the water, wastewater, lake, municipal hall, and helped with some of the maintenance items at the airport (with the exception of mowing, street does this). Due to the new water department head needing dedicated time to learn and catch up all of the water and wastewater operational needs, I have restructured the lake temporarily under Larry Berry's supervision, municipal hall under the superintendent, and the airport will stay under my direction with duties being split depending on the need between department heads. This is set up for a one-year operation change to be re-evaluated at that time. FYI
8. I attended the Kansas Floodplain Managers meeting to obtain my required continuing education requirements on August 30<sup>th</sup> and 31<sup>st</sup>.





"Car Show Banner"

- INVOICE -

89-01-3095

120701

# LD'S PRINTING

P.O. Box 31 • 121 E.Main • Anthony, KS 67003 • 620-842-5129

A Division of LD Enterprises

Date: 5/19/23

City of Anthony

Transient Guest Tax

Qty.	Description	Amount
1	Banner - Show & Shine Car Show Sponsors	
	4'x5' - Full Color - 1 Sided - Grommets	\$150.00
<b>Sub Total</b>		
<b>Sales Tax</b>		
<b>TOTAL</b>		\$150.00

In Compliance with the truth in lending law, all accounts over 30 days will have 1½% added to the balance which equals 18% per year.









"Car Show Event Ins"

89-01-3095

### Anthony Car Show

From Anthony Car Show  
105 W. Main St.  
Anthony, Ks. 67003  
620-501-3150

Invoice For Transient Guest Tax Funding  
Anthony Car Show

Invoice ID 0024  
Issue Date 08/15/2023  
PO Number  
Due Date

Subject 24th Show and Shine Car Show

Description	Quantity	Unit Price	Amount
Event Insurance for May 20 (Cancellation Not Allowed)	1	477.50	477.50
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
<b>Subtotal</b>			<b>477.50</b>
<b>Discount (0.25 = 25%)</b>			<b>0%</b>
<b>Amount Due</b>			<b>477.50</b>

Notes