



# City Commission Regular Meeting

Tuesday, November 05, 2024 at 6:00 PM  
Commission Chambers, 124 S Bluff, Anthony, KS 67003

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## AGENDA

### OPENING

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

### PUBLIC COMMENT

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

### CONSENT AGENDA

- [1.](#) Approve October 15, 2024 Regular Meeting Minutes
- [2.](#) Ordinance No 3201 \$140,422.56
- [3.](#) Approve 10.22.2024 Payroll \$57,826.60
- [4.](#) Approve 11.05.2024 Payroll \$57,306.49
- [5.](#) Approve Drawdown #1 KDOT Project No. AV-2023-17 \$24,153.69 AWOS/Beacon Project
- [6.](#) Approve Drawdown #2 KDOT Project No. AV-2023-17 \$22,516.30 AWOS/Beacon Project
- [7.](#) Approve Investment Renewal:  
  
Bank of the Plains COD 5000001940-Public Relief \$21,332.27 Reinvestment- 24 months
- [8.](#) Approve Aging Projects (Friendship Meals) Annual Agreement for October 1, 2024, through September 30, 2025
9. Approve Recreation Commission recommendation to reappoint Allen Finley to Anthony Recreation Commission for Term to expire in 2028
10. Appoint Robert Chandler and Randal Wiseley to Planning Commission/Board of Zoning Appeals - Three Year Term to Expire 2027
- [11.](#) Approve October 2024 Court Report

12. Approve to Submit RFP for Contract Services to Construct the KCC-40101d-501 Electric Project

[13.](#) Approve Investment Renewal:

Bank of the Plains COD 5000002278-General Fund \$100,000 Reinvestment- 24 months

**PUBLIC HEARINGS - NONE**

**REGULAR BUSINESS**

14. Bid Opening 2024 Sunrise 2nd Dirt Work

15. Kayak Rental Services at Anthony Lake - Wiseley's

[16.](#) Approve EBH Contract to Reconstruct Asphalt Taxiway from T-Hangars to Apron (180' x 35')  
FAA Project# ANY 3-20-0002-016-2025

[17.](#) Approve Ordinance S-319 - Twp #2 Rural Fire Contract

[18.](#) Approve Ordinance S-320 - Twp. #3 Rural Fire Contract

[19.](#) Approve Ordinance S-321 - Twp. #4 Rural Fire Contract

[20.](#) Review of Anthony City Code Article 2 - Fire Prevention, Section 6-204 Storage Supply Tanks

[21.](#) Approve 5% Match Commitment of \$45,284.78 to US Bureau of Rec WaterSMART Water  
Energy Efficiency Grant Paid from Capital Improvement Electric Meter Funds

**STAFF REPORTS**

[22.](#) Administrator Report

[23.](#) Chief of Police report

[24.](#) Department Reports

**EXECUTIVE SESSION - NONE**

25. Executive Session to Discuss Employment Pursuant to "Personnel Matters of NonElected Personnel, K.S.A. 75-4319 (b) (1)."

**ADJOURNMENT**

Standing Committees:

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



# City Commission Regular Meeting

Tuesday, October 15, 2024 at 6:00 PM  
Commission Chambers, 124 S Bluff, Anthony, KS 67003

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## MINUTES

### OPENING

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

### PRESENT

Mayor Greg Cleveland  
Commissioner Sherrie Eaton  
Commissioner Jan Lanie

City Administrator Cyndra Kastens, Police Chief Kenny Hodson, Deputy City Clerk, Sherri Miller, Power Plant Superintendent Larry Berry, Jacquie & Randy Wiseley, Sheila Adams and Tree Board Chair Bill Moyer.

### ABSENT

Commissioner Eric Smith  
Commissioner Howard Hatfield

- Approval of Agenda

A motion was made to approve the agenda as presented

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

### PUBLIC COMMENT

Randy Wiseley asked the feasibility of a left turn lane at Hwy 14 and Nine Iron Drive. Mr. Wiseley was directed to KDOT.

### CONSENT AGENDA

1. Approve October 1, 2024 Regular Meeting Minutes
2. Special Appropriations
3. Appropriation Ordinance No. 3200 \$ 475,788.46
4. Approve 10.08.2024 Payroll \$61,469.82

5. Approval to Bid Office Copier
6. Approve Investment Renewal: Bank of the Plains COD 5000001528-Water Reserve \$100,000 Reinvestment-24 months

Mayor Cleveland asked if any items should be removed from the consent agenda. 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. Motion Carried.

## **PUBLIC HEARINGS - NONE**

## **REGULAR BUSINESS**

### **7. Request to Waive Hall Rental Fees for Market Fair November 30th - Chamber of Commerce**

A motion was made to approve the request from the Chamber of Commerce to waive hall rental fees for the Market Fair on November 30th.

Motion made by Commissioner Eaton, Seconded by Commissioner Lanie.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie. Motion Carried.

### **8. Approve Submission of Community IRA Forest Grant \$100,000 - Anthony Tree Board**

Bill Moyer, Tree Board Chair, was present to discuss a grant opportunity for aid in the tree canopy by removal of dead trees and planting of new trees. A motion was made to approve the submission of Community IRA Forest Grant for \$100,000.

Motion made by Commissioner Eaton, Seconded by Commissioner Lanie.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie. Motion Carried.

### **9. Award Bids and Approve Funds for CDBG Housing Grant Bid Tour #1**

Contractor bids were received for the following addresses: 311 S. Lincoln, 436 S. Springfield, 216 S. Springfield and 208 S. Springfield. Bids were received from NWFA, S & A, Belmont and Arambula. After review of the bids, a motion was made to award bids and approve funds for CDBG Housing Grant Bid Tour #1 to the following Contractors. S&A: 311 S Lincoln - \$38,727.00 and 216 S Springfield - \$25,911.00. Arambula: 436 S Springfield - \$20,902.00 and 208 S Springfield - \$29,198.00. Bid tabulations are available at the city office.

Motion made by Mayor Cleveland, Seconded by Commissioner Eaton.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie. Motion Carried.

### **10. Approve Transient Guest Tax Committee Recommendation of \$2,500 for Cash Back Christmas Promotion**

A motion was made to approve the Transient Guest Tax Committee recommendation of \$2,500 for Cash Back Christmas Promotion to the Chamber of Commerce.



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

**11. US Bureau of Rec Water Energy Efficiency Grant and Build Kansas Funds - Meter Replacement**

A motion was made to approve to submit the US Bureau of Rec Water Energy Efficiency Grant and Build Kansas Funds Grant Application in partnership with the City of Harper.

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

**12. Community Solar Farm Discussion**

Administrator Kastens and Powerplant Superintendent Berry presented a preliminary solar analysis. After review, a motion was made to approve to go out for bid for a Solar Feasibility Analysis.

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

**13. Approval of IBTS Service Agreement**

Administrator Kastens presented the agreement with the Institute for Building Technology and Safety for inspection services. After review, a motion was made to approve the IBTS Service Agreement.

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

**14. Municipal Hall Rental Deposits**

The Commission discussed the process for renting the Municipal Hall and whether to still require deposits even when rental fees are waived to help address the facility not being cleaned after use. The Commission guided the Administrator to prepare a checklist to aid in an instructional tool for this purpose.

**15. Kayak Rental Services at Anthony Lake**

The Administrator updated the Commission on the progress of the funding initiative to construct a building to house kayak rentals at Anthony Lake.

**16. Lake Economic Development Public Materials**

The Commission guided the Administrator on the data to include in the outreach materials to release for voter information.

## **17. City of Anthony Engineer Agreement**

Administrator Kastens presented the contract for engineering services for EBH Engineering as the City of Anthony Engineer. A motion was made approve the City of Anthony Engineer Agreement with EBH.

Motion made by Mayor Cleveland, Seconded by Commissioner Eaton.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie. Motion Carried.

## **STAFF REPORTS**

### **18. Administrator Report**

The Administrator reported on Kayak Building update, CARE Grant, CDBG Grant, LMI Designation Update, Lake Eco Development, Wrecked Deweze Slope Mower, Airport, 16" Water Main, Sunrise 2nd, Street Rehabilitation Update, Golf Course Bathroom, Solar Billing, Staffing, Annual Water Summit, LKM Annual Conference, Lead Service Inventory, Eco Devo/ID Board.

### **19. Department Reports**

Department update activities were given from Street Dept., Water/Wastewater, Electric Distribution and Electric Production.

### **20. Chief of Police report**

We investigated a theft using a financial card

We investigated a theft in the 400 block of N. Kansas

We investigated a possible child abuse case and had the child interviewed at our CAC

We investigated two accidents, one with minor injuries

We arrested Jerid Wilson on a warrant

Our new officer Tonia Brown started working Monday

We provided security for country music singer Parker McCullum while he was in town shooting a video for his new song. The video should be out in two to three weeks.

We interviewed an applicant for our open position and hired Iansun Hyrst from Texas. He has been in law enforcement before but has been out long enough he will need to attend the academy.

## **EXECUTIVE SESSION – NONE**

## **ADJOURNMENT**

A motion was made to adjourn the meeting.

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

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Gregory Cleveland, Mayor

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Cyndra Kastens, City Clerk/Administrator

**BALANCE SHEET**  
**CALENDAR 11/2024, FISCAL 11/2024**

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL
01-00-0010	GENERAL OPERATING	7,097.50-	1,097,794.21
02-00-0010	WATER	16,432.43-	835,284.47
03-00-0010	ELECTRIC	37,026.60-	1,298,284.15
04-00-0010	SALES TAX & STATE FEES	82.85	41,153.20
05-00-0010	SEWAGE DISPOSAL	6,810.58-	520,529.71
10-00-0010	EMP INSURANCE/BENEFIT	44,390.41-	340,622.98
12-00-0010	AIRPORT	154.38-	171,742.08
14-00-0010	INDUSTRIAL DEVELOPMENT		21,293.85
15-00-0010	ECONOMIC DEVELOPMENT	4,027.08-	108,880.25
16-00-0010	SERVICE DEPOSIT	200.00	85,129.28
17-00-0010	SPECIAL STREETS & HIGHWAY		306,584.96
18-00-0010	PUBLIC RELIEF		24,038.00
19-00-0010	WATER UTILITY RESERVE		244,277.72
21-00-0010	WWTF LOAN 2000		65,559.07
23-00-0010	WATER DEBT SVC RESERVE S2013		116,721.08
24-00-0010	BOND & INTEREST		8,110.34
26-00-0010	RECREATION COMMISSION	526.01-	35,303.36
29-00-0010	RECREATION	243.61	3,805.22
30-00-0010	MUNICIPAL EQUIPMENT RESERVE		145,016.56
32-00-0010	SPECIAL PARKS & RECREATION		37,995.55
34-00-0010	CAPITAL IMPROVEMENT	46,669.99	3,884,903.71
37-00-0010	GO BONDS S2010 POOL		8,240.79
40-00-0010	ELECTRIC UTILITY RESERVE		1,559,835.43
41-00-0010	EL UTIL S2017 REV BOND		2,336,537.13
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		491,849.41
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		12,487.11
81-00-0010	WASTEWATER LAGOON CLEANING		191,600.00
82-00-0010	WATER/EQUIPMENT REPLACEMENT		65,655.86
83-00-0010	ELECTRIC/EQUIP REPLACEMENT		3,852,283.85
85-00-0010	SEWER/EQUIPMENT REPLACEMENT		94,005.71
89-00-0010	TRANS GUEST APPROVED	2,500.00-	8.32
96-00-0010	WAYNE DENNIS FUNDS		13,643.76
97-00-0011	DT REVIT. REVOLVING LOAN		.56
98-00-0010	TRANSIENT GUEST TAX		3,976.83
		=====	=====
	PROOF	71,768.54-	19,342,295.05
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**CLAIMS REPORT**  
 Check Range: 10/17/2024-11/06/2024

#3201

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL OPERATING					
AFLAC	OCT BILL DUE 11/15/24		125.35	12498943	11/05/24
ALERT 360	SURVEILLANCE OF SHOP		14.99	52320	11/06/24
AXON ENTERPRISE, INC	PD BODY CAM		793.35	52321	11/06/24
PATTERSON HEALTH CENTER	OCT DUES		71.08	52323	11/06/24
CITY OF ANTHONY	TRENT RICHARDSON		9.37	52326	11/06/24
ECK AGENCY, INC.	DISHONESTY BOND		80.50	52332	11/06/24
MELINDA EWERTZ	CLERK SCHOOL MILEAGE		20.10	52333	11/06/24
IRS	10/22/24 PR	4,240.31		12498934	10/31/24
IRS	11/05/24 PR	4,714.70	8,955.01	12498940	11/05/24
GALLS INCORPORATED	WEAPON LIGHT		367.80	52335	11/06/24
HUB INTERNATIONAL	NOV BROKER FEE		51.00	52336	11/06/24
KENNY HODSON	EVENT CANDY		61.71	52337	11/06/24
GREAT-WEST FINANCIAL	10/22/24 PR	502.98		12498935	10/31/24
GREAT-WEST FINANCIAL	11/05/24 PR	502.55	1,005.53	12498938	11/05/24
KPERS	10/22/24 PR	3,008.31		12498936	10/31/24
KPERS	11/05/24 PR	3,103.42	6,111.73	12498937	11/05/24
KANSAS PAYMENT CENTER	10/22/24 PR	207.69		12498933	10/31/24
KANSAS PAYMENT CENTER	11/05/24 PR	207.69	415.38	12498939	11/05/24
KANSAS TURNPIKE AUTHORITY	PD TURNPIKE		30.50	52338	11/06/24
KS DEPT OF REV-WITHHOLDING	10/22/24 PR	852.37		12498932	10/31/24
KS DEPT OF REV-WITHHOLDING	11/05/24 PR	936.86	1,789.23	12498941	11/05/24
MANHATTANLIFE ASSURANCE COMP	CANCER INS		6.35	52342	11/06/24
NEW YORK LIFE			6.32-	52343	11/06/24
SOUTH CENTRAL WIRELESS	PHONE/INTERNET FOR NOV		406.99	52346	11/06/24
MAISEY PRO	OCT SVC		25.50	52347	11/06/24
TERMINIX PROCESSING CENTER	OCT HALL PEST CONTROL		92.00	52349	11/06/24
TIDEMANN ASSESMENT & CONS, LLC	PD TESTING		450.00	52350	11/06/24
VERIZON WIRELESS	CELLPHONE 10/15/24-11/14/24		41.51	52352	11/06/24
VISION SERVICE PLAN	NOVEMBER		118.26	12498944	11/05/24
SUSIE YOUNG	TONIA COAT		54.00	52316	10/17/24
<b>01 GENERAL OPERATING TOTAL</b>			<b>21,090.92</b>		

WATER					
AFLAC	OCT BILL DUE 11/15/24		83.01	12498943	11/05/24
ALERT 360	+URVEILLANCE OF SHOP		14.99	52320	11/06/24
PATTERSON HEALTH CENTER	OCT DUES		11.60	52323	11/06/24
CITY OF ANTHONY	ELEC REIM SEPT 2024		1,286.08	52327	11/06/24
CITY OF ANTHONY	REIMB NOV BCBS		5,272.06	52328	11/06/24
GREG CLEVELAND	REIMB LKM CONFERENCE		32.53	52329	11/06/24
CORE & MAIN LP	STOCK METER TILE & LIDS		801.28	52330	11/06/24
ECK AGENCY, INC.	DISHONESTY BOND		40.25	52332	11/06/24
MELINDA EWERTZ	CLERK SCHOOL MILEAGE		20.10	52333	11/06/24
FARM & RANCH INC	BOOTS FOR DORY		74.55	52334	11/06/24
IRS	10/22/24 PR	1,766.73		12498934	10/31/24
IRS	11/05/24 PR	1,844.90	3,611.63	12498940	11/05/24
HUB INTERNATIONAL	NOV BROKER FEE		99.00	52336	11/06/24
GREAT-WEST FINANCIAL	10/22/24 PR	73.62		12498935	10/31/24
GREAT-WEST FINANCIAL	11/05/24 PR	75.35	148.97	12498938	11/05/24
KPERS	10/22/24 PR	1,279.31		12498936	10/31/24
KPERS	11/05/24 PR	1,359.64	2,638.95	12498937	11/05/24
KANSAS PAYMENT CENTER	10/22/24 PR	184.62		12498933	10/31/24
KANSAS PAYMENT CENTER	11/05/24 PR	184.62	369.24	12498939	11/05/24

**CLAIMS REPORT**  
 Check Range: 10/17/2024-11/06/2024

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
KONICA MINOLTA BUSINESS SOLUTI	COPIER CONTRACT		19.95	52340	11/06/24
KS DEPT OF REV-WITHHOLDING	10/22/24 PR	327.93		12498932	10/31/24
KS DEPT OF REV-WITHHOLDING	11/05/24 PR	343.62	671.55	12498941	11/05/24
LEAGUE OF KS MUNICIPALITIES	EWERTZ KOMA/KORA		41.67	52341	11/06/24
MANHATTANLIFE ASSURANCE COMP	CANCER INS		20.30	52342	11/06/24
MUTUAL OF OMAHA	NOV LIFE INS		43.06	12498945	11/05/24
NEW YORK LIFE	EMP LIFE INS		15.47	52343	11/06/24
PITNEY BOWES INC	POSTAGE METER LEASE		92.87	52344	11/06/24
SOUTH CENTRAL WIRELESS	PHONE/INTERNET FOR NOV		265.00	52346	11/06/24
MAISEY PRO	OCT SVC		49.50	52347	11/06/24
GARY TAYLOR	CERT OP FEES OCT 2024		2,422.59	52348	11/06/24
VERIZON WIRELESS	CELLPHONE 10/15/24-11/14/24		106.85	52352	11/06/24
VISION SERVICE PLAN	NOVEMBER		65.73	12498944	11/05/24
WHEATLAND ELECTRIC COOP INC	LAKE LIGHTS/TRANSDUCER		44.00	52353	11/06/24

02 WATER TOTAL 18,362.78

ELECTRIC					
AFLAC	OCT BILL DUE 11/15/24		272.94	12498943	11/05/24
ALERT 360	SURVEILLANCE OF SHOP		14.99	52320	11/06/24
PATTERSON HEALTH CENTER	OCT DUES		25.90	52323	11/06/24
ATMOS ENERGY	NATURAL GAS		67.18	52324	11/06/24
CITY OF ANTHONY	REIMB NOV BCBS		14,527.33	52328	11/06/24
GREG CLEVELAND	REIMB LKM CONFERENCE		32.54	52329	11/06/24
ECK AGENCY, INC.	DISHONESTY BOND		80.50	52332	11/06/24
MELINDA EWERTZ	CLERK SCHOOL MILEAGE		20.10	52333	11/06/24
IRS	10/22/24 PR	5,726.78		12498934	10/31/24
IRS	11/05/24 PR	5,488.68	11,215.46	12498940	11/05/24
HUB INTERNATIONAL	NOV BROKER FEE		99.00	52336	11/06/24
GREAT-WEST FINANCIAL	10/22/24 PR	638.74		12498935	10/31/24
GREAT-WEST FINANCIAL	11/05/24 PR	615.98	1,254.72	12498938	11/05/24
KPERS	10/22/24 PR	3,868.25		12498936	10/31/24
KPERS	11/05/24 PR	3,655.28	7,523.53	12498937	11/05/24
JOSHUA KNOLLA	REFUND ELEC MATERIALS		3,901.55	52339	11/06/24
KS DEPT OF REV-WITHHOLDING	10/22/24 PR	1,195.06		12498932	10/31/24
KS DEPT OF REV-WITHHOLDING	11/05/24 PR	1,146.32	2,341.38	12498941	11/05/24
LEAGUE OF KS MUNICIPALITIES	EWERTZ KOMA/KORA		41.67	52341	11/06/24
LIBERTY NATIONAL	NOV		107.08	12498946	11/05/24
MANHATTANLIFE ASSURANCE COMP	CANCER INS		96.28	52342	11/06/24
MUTUAL OF OMAHA	NOV LIFE INS		73.47	12498945	11/05/24
NEW YORK LIFE	EMP LIFE INS		22.91	52343	11/06/24
PITNEY BOWES INC	POSTAGE METER LEASE		92.87	52344	11/06/24
PROTECTIVE EQUIPMENT TESTING	GLOVES & SLEEVE TESTING		795.54	52345	11/06/24
SOUTH CENTRAL WIRELESS	PHONE/INTERNET FOR NOV		428.28	52346	11/06/24
MAISEY PRO	OCT SVC		49.50	52347	11/06/24
VERIZON WIRELESS	CELLPHONE 10/15/24-11/14/24		55.35	52352	11/06/24
VISION SERVICE PLAN	NOVEMBER		168.16	12498944	11/05/24
WHEATLAND ELECTRIC COOP INC	LAKE LIGHTS/TRANSDUCER		17.80	52353	11/06/24

03 ELECTRIC TOTAL 43,326.03

SEWAGE DISPOSAL					
AFLAC	OCT BILL DUE 11/15/24		37.79	12498943	11/05/24
ALERT 360	SURVEILLANCE OF SHOP		14.98	52320	11/06/24



**CLAIMS REPORT**  
 Check Range: 10/17/2024-11/06/2024

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
PATTERSON HEALTH CENTER	OCT DUES		8.00	52323	11/06/24
CITY OF ANTHONY	ELEC REIM SEPT 2024		227.16	52327	11/06/24
CITY OF ANTHONY	REIMB NOV BCBS		3,356.90	52328	11/06/24
GREG CLEVELAND	REIMB LKM CONFERENCE		32.53	52329	11/06/24
CORE & MAIN LP	PVC 580 SEWER/LAKE		93.60	52330	11/06/24
ECK AGENCY, INC.	DISHONESTY BOND		40.25	52332	11/06/24
MELINDA EWERTZ	CLERK SCHOOL MILEAGE		20.10	52333	11/06/24
FARM & RANCH INC	BOOTS FOR DORY		74.55	52334	11/06/24
IRS	10/22/24 PR	1,377.43		12498934	10/31/24
IRS	11/05/24 PR	867.16	2,244.59	12498940	11/05/24
HUB INTERNATIONAL	NOV BROKER FEE		51.00	52336	11/06/24
GREAT-WEST FINANCIAL	10/22/24 PR	36.90		12498935	10/31/24
GREAT-WEST FINANCIAL	11/05/24 PR	27.62	64.52	12498938	11/05/24
KPERS	10/22/24 PR	961.74		12498936	10/31/24
KPERS	11/05/24 PR	643.82	1,605.56	12498937	11/05/24
KS DEPT OF REV-WITHHOLDING	10/22/24 PR	276.68		12498932	10/31/24
KS DEPT OF REV-WITHHOLDING	11/05/24 PR	175.91	452.59	12498941	11/05/24
LEAGUE OF KS MUNICIPALITIES	EWERTZ KOMA/KORA		41.66	52341	11/06/24
MANHATTANLIFE ASSURANCE COMP	CANCER INS		9.51	52342	11/06/24
MUTUAL OF OMAHA	NOV LIFE INS		11.62	12498945	11/05/24
NEW YORK LIFE	EMP LIFE INS		10.34	52343	11/06/24
PITNEY BOWES INC	POSTAGE METER LEASE		92.87	52344	11/06/24
MAISEY PRO	OCT SVC		25.50	52347	11/06/24
GARY TAYLOR	MONTHLY CONTRACT FEES		459.24	52348	11/06/24
VERIZON WIRELESS	CELLPHONE 10/15/24-11/14/24		13.84	52352	11/06/24
VISION SERVICE PLAN	NOVEMBER		31.50	12498944	11/05/24
<b>05 SEWAGE DISPOSAL TOTAL</b>			<b>9,020.20</b>		
EMPLOYEE BENEFIT					
BCBS OF KANSAS	NOV 2024		32,852.56	12498942	11/05/24
CITY OF ANTHONY	REIMB NOV BCBS		8,530.27	52328	11/06/24
MUTUAL OF OMAHA	NOV LIFE INS		76.84	12498945	11/05/24
<b>10 EMPLOYEE BENEFIT TOTAL</b>			<b>41,459.67</b>		
AIRPORT					
AFLAC	OCT BILL DUE 11/15/24		2.63	12498943	11/05/24
PATTERSON HEALTH CENTER	OCT DUES		1.42	52323	11/06/24
CITY OF ANTHONY	ELEC REIM SEPT 2024		101.83	52327	11/06/24
IRS	10/22/24 PR		82.57	12498934	10/31/24
GREAT-WEST FINANCIAL	10/22/24 PR		7.46	12498935	10/31/24
KPERS	10/22/24 PR		57.41	12498936	10/31/24
KS DEPT OF REV-WITHHOLDING	10/22/24 PR		14.15	12498932	10/31/24
SOUTH CENTRAL WIRELESS	PHONE/INTERNET FOR NOV		46.95	52346	11/06/24
VISION SERVICE PLAN	NOVEMBER		1.55	12498944	11/05/24
<b>12 AIRPORT TOTAL</b>			<b>315.97</b>		
ECONOMIC DEVELOPMENT					
PAT BABCOCK	CARE REIMB-BABCOCK 223 FRANKLI		1,154.16	52325	11/06/24
CHERYL DUNMIRE	CARE REIMB-DUNMIRE		1,372.92	52331	11/06/24
JEFFREY TODD	CARE REIMB-TODD		1,500.00	52351	11/06/24

**CLAIMS REPORT**  
 Check Range: 10/17/2024-11/06/2024

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	15 ECONOMIC DEVELOPMENT TOTAL		4,027.08		
SERVICE DEPOSIT CITY OF ANTHONY	TRENT RICHARDSON		100.00	52326	11/06/24
	16 SERVICE DEPOSIT TOTAL		100.00		
RECREATION COMMISSION CITY OF ANTHONY	ELEC REIM SEPT 2024		50.68	52327	11/06/24
IRS	10/22/24 PR	66.08		12498934	10/31/24
IRS	11/05/24 PR	61.64	127.72	12498940	11/05/24
VERIZON WIRELESS	CELLPHONE 10/15/24-11/14/24		41.51	52352	11/06/24
	26 RECREATION COMMISSION TOTAL		219.91		
TRANSIENT GUEST APPROVED ANTHONY CHAMBER OF COMMERCE	CASHBACK CHRISTMAS PROMO		2,500.00	52322	11/06/24
	89 TRANSIENT GUEST APPROVED TOTAL		2,500.00		
	Accounts Payable Total		140,422.56		



# CLAIMS REPORT CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
01	GENERAL OPERATING	21,090.92
02	WATER	18,362.78
03	ELECTRIC	43,326.03
05	SEWAGE DISPOSAL	9,020.20
10	EMPLOYEE BENEFIT	41,459.67
12	AIRPORT	315.97
15	ECONOMIC DEVELOPMENT	4,027.08
16	SERVICE DEPOSIT	100.00
26	RECREATION COMMISSION	219.91
89	TRANSIENT GUEST APPROVED	2,500.00
-----		
	TOTAL FUNDS	140,422.56

**REVENUE & EXPENSE REPORT**  
**CALENDAR 11/2024, FISCAL 11/2024**

**PCT OF FISCAL YTD 91.6%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	TOTAL REVENUE	15,840.00	1,178,813.79	1,225,439.00	46,625.21
	TOTAL EXPENSES	22,892.94	947,287.60	1,588,880.00	641,592.40
		=====	=====	=====	=====
	GENERAL OPERATING TOTAL	7,052.94-	231,526.19	363,441.00-	594,967.19-
		=====	=====	=====	=====
	TOTAL REVENUE	4,696.08	988,588.54	1,000,500.00	11,911.46
	TOTAL EXPENSES	21,054.40	832,202.49	1,127,552.00	295,349.51
		=====	=====	=====	=====
	WATER TOTAL	16,358.32-	156,386.05	127,052.00-	283,438.05-
		=====	=====	=====	=====
	TOTAL REVENUE	10,992.30	3,503,072.28	6,362,800.00	2,859,727.72
	TOTAL EXPENSES	47,729.09	2,725,077.84	7,358,010.00	4,632,932.16
		=====	=====	=====	=====
	ELECTRIC TOTAL	36,736.79-	777,994.44	995,210.00-	1,773,204.44-
		=====	=====	=====	=====
	TOTAL REVENUE	82.85	95,519.12	.00	95,519.12-
	TOTAL EXPENSES	.00	91,891.29	.00	91,891.29-
		=====	=====	=====	=====
	SALES TAX & STATE FEES TOTAL	82.85	3,627.83	.00	3,627.83-
		=====	=====	=====	=====
	TOTAL REVENUE	2,814.80	496,567.11	559,500.00	62,932.89
	TOTAL EXPENSES	9,579.54	460,180.69	581,945.00	121,764.31
		=====	=====	=====	=====
	SEWAGE DISPOSAL TOTAL	6,764.74-	36,386.42	22,445.00-	58,831.42-
		=====	=====	=====	=====
	TOTAL REVENUE	583.00	555,552.30	676,300.00	120,747.70
	TOTAL EXPENSES	44,973.41	562,821.59	676,300.00	113,478.41
		=====	=====	=====	=====
	EMPLOYEE BENEFIT TOTAL	44,390.41-	7,269.29-	.00	7,269.29
		=====	=====	=====	=====
	TOTAL REVENUE	.00	83,328.80	1,424,494.00	1,341,165.20
	TOTAL EXPENSES	148.78	65,908.36	1,475,700.00	1,409,791.64
		=====	=====	=====	=====
	AIRPORT TOTAL	148.78-	17,420.44	51,206.00-	68,626.44-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	688.50	950.00	261.50
	TOTAL EXPENSES	.00	331.16-	21,522.00	21,853.16
		=====	=====	=====	=====
	INDUSTRIAL DEVELOPMENT TOTAL	.00	1,019.66	20,572.00-	21,591.66-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	140,242.78	.00	140,242.78-
	TOTAL EXPENSES	4,027.08	140,305.21	.00	140,305.21-
		=====	=====	=====	=====

**REVENUE & EXPENSE REPORT**  
**CALENDAR 11/2024, FISCAL 11/2024**

**PCT OF FISCAL YTD 91.6%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	ECONOMIC DEVELOPMENT TOTAL	4,027.08-	62.43-	.00	62.43
	TOTAL REVENUE	300.00	9,900.00	.00	9,900.00-
	TOTAL EXPENSES	100.00	11,500.00	.00	11,500.00-
	SERVICE DEPOSIT TOTAL	200.00	1,600.00-	.00	1,600.00
	TOTAL REVENUE	.00	55,770.22	56,010.00	239.78
	TOTAL EXPENSES	.00	8,877.53	209,730.00	200,852.47
	SPECIAL STREETS & HIGHWAY TOTA	.00	46,892.69	153,720.00-	200,612.69-
	TOTAL REVENUE	.00	1,296.41	.00	1,296.41-
	WATER UTILITY RESERVE TOTAL	.00	1,296.41	.00	1,296.41-
	TOTAL REVENUE	.00	128,846.07	.00	128,846.07-
	TOTAL EXPENSES	.00	171,794.80	.00	171,794.80-
	WWTF LOAN 2000 TOTAL	.00	42,948.73-	.00	42,948.73
	TOTAL REVENUE	.00	149,326.02	.00	149,326.02-
	TOTAL EXPENSES	.00	199,101.35	.00	199,101.35-
	WATER DEBT SERV 2013 TOTAL	.00	49,775.33-	.00	49,775.33
	TOTAL REVENUE	.00	30,521.27	31,471.00	949.73
	TOTAL EXPENSES	.00	31,470.00	31,470.00	.00
	BOND & INTEREST TOTAL	.00	948.73-	1.00	949.73
	TOTAL REVENUE	.00	54,887.43	68,332.00	13,444.57
	TOTAL EXPENSES	.00	54,887.43	68,332.00	13,444.57
	LIBRARY TOTAL	.00	.00	.00	.00
	TOTAL REVENUE	.00	83,685.46	125,453.00	41,767.54
	TOTAL EXPENSES	526.01	100,821.49	162,650.00	61,828.51
	RECREATION COMMISSION TOTAL	526.01-	17,136.03-	37,197.00-	20,060.97-
	TOTAL REVENUE	243.61	89,028.60	104,453.00	15,424.40

**REVENUE & EXPENSE REPORT**  
**CALENDAR 11/2024, FISCAL 11/2024**

**PCT OF FISCAL YTD 91.6%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	TOTAL EXPENSES	.00	85,223.38	104,453.00	19,229.62
	RECREATION CITY TOTAL	243.61	3,805.22	.00	3,805.22-
	TOTAL REVENUE	.00	5,310.95	.00	5,310.95-
	TOTAL EXPENSES	.00	23,417.64	.00	23,417.64-
	MUNICIPAL EQUIPMENT RESER TOTA	.00	18,106.69-	.00	18,106.69
	TOTAL REVENUE	.00	5,998.43	6,017.00	18.57
	TOTAL EXPENSES	.00	706.96	36,892.00	36,185.04
	SPECIAL PARKS & RECREATIO TOTA	.00	5,291.47	30,875.00-	36,166.47-
	TOTAL REVENUE	46,669.99	433,798.99	.00	433,798.99-
	TOTAL EXPENSES	.00	538,344.79	.00	538,344.79-
	CAPITAL IMPROVEMENT FUND TOTA	46,669.99	104,545.80-	.00	104,545.80
	TOTAL REVENUE	.00	20,306.25	.00	20,306.25-
	TOTAL EXPENSES	.00	27,075.00	.00	27,075.00-
	GO BONDS S2010 POOL TOTAL	.00	6,768.75-	.00	6,768.75
	TOTAL REVENUE	.00	108,095.34	.00	108,095.34-
	TOTAL EXPENSES	.00	37,755.00	.00	37,755.00-
	EL UTIL S2017 REV BOND TOTAL	.00	70,340.34	.00	70,340.34-
	TOTAL REVENUE	.00	20,394.30	.00	20,394.30-
	WILDLIFE AND PARKS GRANT TOTA	.00	20,394.30	.00	20,394.30-
	TOTAL REVENUE	.00	14,250.00	.00	14,250.00-
	TOTAL EXPENSES	.00	14,250.00	.00	14,250.00-
	CDBG TOTAL	.00	.00	.00	.00
	TOTAL REVENUE	.00	6,316.07	20,000.00	13,683.93
	TOTAL EXPENSES	.00	.00	25,208.00	25,208.00
	MUNICIP FIGHT ADDICTION TOTAL	.00	6,316.07	5,208.00-	11,524.07-

**REVENUE & EXPENSE REPORT**  
**CALENDAR 11/2024, FISCAL 11/2024**

**PCT OF FISCAL YTD 91.6%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	TOTAL REVENUE	.00	8,100.00	.00	8,100.00-
	=====	=====	=====	=====	=====
	WASTEWATER LAGOON CLEANIN TOTA	.00	8,100.00	.00	8,100.00-
	=====	=====	=====	=====	=====
	TOTAL REVENUE	.00	3,260.91	.00	3,260.91-
	TOTAL EXPENSES	.00	98,567.08	.00	98,567.08-
	=====	=====	=====	=====	=====
	WATER\EQUIPMENT REPLACE TOTAL	.00	95,306.17-	.00	95,306.17
	=====	=====	=====	=====	=====
	TOTAL REVENUE	.00	483,659.13	.00	483,659.13-
	TOTAL EXPENSES	.00	100,962.08	.00	100,962.08-
	=====	=====	=====	=====	=====
	ELECTRIC EQUIPMENT/REPLAC TOTA	.00	382,697.05	.00	382,697.05-
	=====	=====	=====	=====	=====
	TOTAL EXPENSES	.00	7,448.33	.00	7,448.33-
	=====	=====	=====	=====	=====
	SEWER EQUIPMENT/ REPLACE TOTA	.00	7,448.33-	.00	7,448.33
	=====	=====	=====	=====	=====
	TOTAL REVENUE	.00	9,000.00	.00	9,000.00-
	TOTAL EXPENSES	2,500.00	8,991.68	.00	8,991.68-
	=====	=====	=====	=====	=====
	TRANSIENT GUEST APPROVED TOTA	2,500.00-	8.32	.00	8.32-
	=====	=====	=====	=====	=====
	TOTAL EXPENSES	.00	12,674.02	.00	12,674.02-
	=====	=====	=====	=====	=====
	FIRE DEPT CLOSING CK 612 TOTA	.00	12,674.02-	.00	12,674.02
	=====	=====	=====	=====	=====
	TOTAL REVENUE	.00	22,527.33	.00	22,527.33-
	TOTAL EXPENSES	.00	24,500.00	.00	24,500.00-
	=====	=====	=====	=====	=====
	WAYNE DENNIS FUNDS TOTAL	.00	1,972.67-	.00	1,972.67
	=====	=====	=====	=====	=====
	TOTAL REVENUE	.00	10,763.94	.00	10,763.94-
	TOTAL EXPENSES	.00	9,000.00	.00	9,000.00-
	=====	=====	=====	=====	=====
	TRANSIENT GUEST TAX TOTAL	.00	1,763.94	.00	1,763.94-
	=====	=====	=====	=====	=====
	Report Total	71,308.62-	1,404,703.87	1,806,925.00-	3,211,628.87-

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.	17.60	.00	.00	.00	64.60	1176.01	.00	.00	.00	1464.76	139.54
102 POLICE	379.55	.00	.00	.00	403.30	8641.82	.00	.00	.00	9031.77	1253.70
104 STREET	287.75	.00	.00	.00	299.75	5833.17	.00	.00	.00	6147.68	618.32
105 GEN-ZONING	9.60	.00	.00	.00	9.60	428.34	.00	.00	.00	428.34	.00
230 WATER-LAKE	80.00	.00	.00	.00	80.00	1309.60	.00	.00	.00	1309.60	269.83
231 WATER-PRODUCTIO	4.00	.00	.00	.00	4.00	92.60	.00	.00	.00	92.60	.00
232 WATER-DISTRIBUT	238.79	.00	.00	.00	297.44	2605.77	.00	.00	.00	3144.46	632.79
233 WATER-COMM& GEN	91.20	.00	.00	.00	95.20	2748.70	.00	.00	.00	2813.90	.00
331 ELECTRIC-PROD	499.00	.00	.00	.00	579.75	7018.44	.00	.00	.00	8310.07	843.00
332 ELEC-DISTRIBUTI	549.42	.00	.00	.00	684.87	8395.45	.00	.00	.00	10096.19	1372.40
333 ELECTRIC-COMM	135.20	.00	.00	.00	143.20	5034.38	.00	.00	.00	5164.78	213.01
533 SEWER-COMM & GE	37.60	.00	.00	.00	41.60	809.68	.00	.00	.00	874.88	.00
534 SEWER-TREATMENT	329.54	.00	.00	.00	383.69	4258.63	.00	.00	.00	4712.31	.00
1201 AIRPORT	20.00	.00	.00	.00	20.00	345.52	.00	.00	.00	345.52	.00
2601 REC - GEN	24.00	.00	.00	.00	24.00	432.00	.00	.00	.00	432.00	.00
5102 OT GEN POLICE	.00	16.50	.00	.00	16.50	.00	511.66	.00	.00	511.66	.00
5104 OT GEN STREET	.00	20.50	.00	.00	20.50	.00	556.73	.00	.00	556.73	.00
5231 OT WATER PROD	.00	3.00	.00	.00	3.00	.00	104.83	.00	.00	104.83	.00
5232 OT WATER DIST	.00	17.25	.00	.00	17.25	.00	622.57	.00	.00	622.57	.00
5331 OT ELEC PROD	.00	4.00	.00	.00	4.00	.00	192.80	.00	.00	192.80	.00
5332 OT ELEC DIST	.00	8.00	.00	.00	8.00	.00	375.40	.00	.00	375.40	.00
5333 OT ELEC COMM/GN	.00	5.50	.00	.00	5.50	.00	192.35	.00	.00	192.35	.00
5534 OT SEWER TREAT	.00	23.50	.00	.00	23.50	.00	841.77	.00	.00	841.77	.00
6102 SHIFT GEN POLIC	.00	.00	.00	.00	119.25	.00	.00	.00	.00	59.63	.00
99999 DISTRIBUTED	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	418.80
TOTAL	2703.25	98.25	.00	.00	3348.50	49130.11	3398.11	.00	.00	57826.60	5761.39

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.	13.45	.00	.00	.00	14.25	1226.55	.00	.00	.00	1247.14	25.00
102 POLICE	461.25	.00	.00	.00	479.25	11546.75	.00	.00	.00	11985.40	1391.17
104 STREET	306.00	.00	.00	.00	320.00	6208.19	.00	.00	.00	6547.61	584.35
105 GEN-ZONING	7.20	.00	.00	.00	7.20	370.84	.00	.00	.00	370.84	.00
230 WATER-LAKE	81.50	.00	.00	.00	82.50	1338.31	.00	.00	.00	1354.68	269.83
231 WATER-PRODUCTIO	14.50	.00	.00	.00	14.50	312.64	.00	.00	.00	312.64	.00
232 WATER-DISTRIBUT	266.75	.00	.00	.00	289.00	3154.54	.00	.00	.00	3572.77	578.49
233 WATER-COMM& GEN	86.69	.00	.00	.00	97.25	2907.37	.00	.00	.00	3140.38	.00
331 ELECTRIC-PROD	476.50	.00	.00	.00	496.00	7076.35	.00	.00	.00	7675.60	806.28
332 ELEC-DISTRIBUTI	553.25	.00	.00	.00	575.50	8620.26	.00	.00	.00	9194.75	1406.80
333 ELECTRIC-COMM	130.42	.00	.00	.00	141.86	5251.35	.00	.00	.00	5507.02	210.29
533 SEWER-COMM & GE	39.99	.00	.00	.00	41.19	988.86	.00	.00	.00	1019.75	.00
534 SEWER-TREATMENT	244.50	.00	.00	.00	267.00	2644.23	.00	.00	.00	3067.04	.00
2601 REC - GEN	22.75	.00	.00	.00	22.75	403.00	.00	.00	.00	403.00	.00
5102 OT GEN POLICE	.00	8.00	.00	.00	8.00	.00	237.00	.00	.00	237.00	.00
5231 OT WATER PROD	.00	5.00	.00	.00	5.00	.00	208.71	.00	.00	208.71	.00
5232 OT WATER DIST	.00	5.25	.00	.00	5.25	.00	213.66	.00	.00	213.66	.00
5331 OT ELEC PROD	.00	8.00	.00	.00	8.00	.00	366.16	.00	.00	366.16	.00
5332 OT ELEC DIST	.00	8.00	.00	.00	8.00	.00	381.22	.00	.00	381.22	.00
5333 OT ELEC COMM/GN	.00	6.50	.00	.00	6.50	.00	236.51	.00	.00	236.51	.00
5534 OT SEWER TREAT	.00	5.00	.00	.00	5.00	.00	204.98	.00	.00	204.98	.00
6102 SHIFT GEN POLIC	.00	.00	.00	.00	119.25	.00	.00	.00	.00	59.63	.00
99999 DISTRIBUTED	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	421.80
TOTAL	2704.75	45.75	.00	.00	3013.25	52049.24	1848.24	.00	.00	57306.49	5694.01

DATE	VENDOR	AMOUNT PAID			
<b>DRAWDOWN #1</b>					
10/16/2024	Wichita Concrete	70.00			
10/16/2024	Border States	20600.82			
9/18/2024	Rickes Home Center	480.00			
9/4/2024	Border States	1.65			
9/4/2024	Border States	5684.97			
	<b>TOTAL</b>	<b>26837.44</b>	<b>90%</b>	<b>24153.69</b>	
<b>DRAWDOWN #2</b>					
9/4/2024	Border States	501.07			
9/4/2024	Border States	5793.96			
12/6/2023	Rinke Backhoe	13175.00			
12/6/2023	EBH & Associates	1000.00			
12/6/2023	EBH & Associates	3701.40			
10/18/2023	Border States	763.88			
9/20/2023	Anthony Republican	82.80			
	<b>TOTAL</b>	<b>25018.11</b>	<b>90%</b>	<b>22516.30</b>	
	<b>90% TOTAL DRAWDOWN REQUEST</b>			<b>\$46,669.99</b>	



DATE	VENDOR	AMOUNT PAID			
<b>DRAWDOWN #1</b>					
10/16/2024	Wichita Concrete	70.00			
10/16/2024	Border States	20600.82			
9/18/2024	Rickes Home Center	480.00			
9/4/2024	Border States	1.65			
9/4/2024	Border States	5684.97			
	<b>TOTAL</b>	<b>26837.44</b>	<b>90%</b>	<b>24153.69</b>	
<b>DRAWDOWN #2</b>					
9/4/2024	Border States	501.07			
9/4/2024	Border States	5793.96			
12/6/2023	Rinke Backhoe	13175.00			
12/6/2023	EBH & Associates	1000.00			
12/6/2023	EBH & Associates	3701.40			
10/18/2023	Border States	763.88			
9/20/2023	Anthony Republican	82.80			
	<b>TOTAL</b>	<b>25018.11</b>	<b>90%</b>	<b>22516.30</b>	
	<b>90% TOTAL DRAWDOWN REQUEST</b>			<b>\$46,669.99</b>	



# BANK OF THE PLAINS

## IRA/CD Maintenance Form

Last Maturity Date: 10/23/2024

IRA/CD #: 5000001940

Customer: CITY OF ANTHONY

Balance at Renewal: \$ \$21,332.27

Added to CD: \$ \_\_\_\_\_ Total: \$ \$21,332.27

(Note: All IRA Contributions must have the accompanying Contribution form completed through Onboard Tax Plan)

Current Term 12M

Change Term To: 24M

New Maturity Date: 10/23/2026

Current Annual Percentage Yield: 5.42

New APY: 3.94

Interest Disbursement Method REINVEST

Signature  
CYNDRA L KASTENS

Signature  
JAMIE R DEVINEY

Print Name

Print Name

\*\*\*\*\*

Financial Institution Use Only  
Is Customizable CD Flag set to Yes?  If not set, flag to Yes

Date of Maintenance: 10/23/2024

Date Renewal Notice Provided & Scanned: N/A

Employee Initials: ET

Checked by: \_\_\_\_\_

PO Box 38 Plains, KS 67869  
620-563-7242  
  
517 E 30<sup>th</sup> Ave Ste H Hutchinson, KS 67502  
620-860-0722  
  
203 W. Main St. Anthony, KS 67003  
620-842-1000

PO Box 754 Lakin, KS 67860  
620-355-8444  
  
1900 South Ohio St. Salina, KS 67401  
785-825-4321  
  
1021 W 14<sup>th</sup> St. Harper, KS 67058  
620-896-1035

1000 Adams St. Great Bend, KS 67530  
620-796-2370  
  
824 N Kansas Ave. Liberal, KS 67901  
620-482-8460  
  
124 N Broadway Sterling, KS 67579  
620-278-2244

## FACILITY AGREEMENT

Aging Projects, Inc., 112 W Sherman, Hutchinson, Kansas 67501, which sponsors Meals on Wheels/Friendship Meals and the City of Anthony, Kansas, agree to the following:

1. That the kitchen and dining room facilities in the basement of the Anthony Municipal Hall building, 130 East Main, Anthony, Kansas, 67003, are to be used by Meals on Wheels/Friendship Meals each Monday through Friday, 7:30 a.m. to 1:00 p.m. fifty-two (52) weeks per year, October 1, 2024, through September 30, 2025. Excluded days shall be October 14, 2024; November 11, 2024; November 28, 2024; November 29, 2024; December 24, 2024; December 25, 2024; January 1, 2025; January 20, 2025; February 17, 2025; April 18, 2025; May 26, 2025; June 19, 2025; July 04, 2025; September 01, 2025.
2. That the storage area in the basement of the municipal hall is to be used by Meals on Wheels/Friendship Meals to the extent necessary and shall remain locked to the public.
3. Friendship Meals shall be responsible for daily cleaning of the kitchen, dining room, and downstairs bathrooms facility areas during their regular use. In addition, weekly cleaning shall be required by Friendship Meals in the kitchen and dining room facilities to ensure cleanliness of the facility and prevent buildup of dust, grime, food, grease, etc. around the floor of table legs, along back area of countertops, inside cabinets, behind equipment, and other such areas of the kitchen and dining room that are under the regular use of Friendship Meals. The city will require the same cleaning from outside entities that receive approved use of the kitchen and dining facility to prevent Friendship Meals from cleaning after outside uses.
4. That after 2:00 p.m. each serving day, the kitchen and dining room shall revert back to the city for city approved use.
5. That any and all equipment which is under warranty shall be the responsibility of the buyer. Aging Projects, Inc. will be responsible for all equipment purchased for Meals on Wheels/Friendship Meals. The City will be responsible for all other equipment.
6. That all tables and chairs owned by Aging Projects, Inc. will remain in the municipal hall but are available to the city for city approved functions.
7. That all electrical, lighting, sewer, and other building maintenance problems shall be the responsibility of the City.
8. That the city and Aging Projects, Inc. shall not discriminate against anyone on the basis of race, religion, color, sex, disability, national origin, or ancestry.
9. That the State of Kansas Department of Agriculture standards of cleanliness shall be enforced by the city and Aging Projects, Inc. or any individual or group(s) using the kitchen.
10. That this Facility Agreement shall be renegotiated prior to the month of September 2025.

BOTH PARTIES agrees to:

1. This agreement will terminate upon contract expiration, termination by either party with thirty (30) days' notice, the closure of either business or facility or mutual termination by both parties effective at a date agreed upon."

THE CITY OF ANTHONY

\_\_\_\_\_ Date \_\_\_\_\_  
City Administrator

THE CITY OF ANTHONY

\_\_\_\_\_ Date \_\_\_\_\_  
Mayor

AGING PROJECTS INC.

\_\_\_\_\_ Date \_\_\_\_\_  
Executive Director

**COURT REPORTING CASE REPORT**

OFFN DATES: 09/27/2024-10/31/2024

FOR OFFICER CODES: ALEDTTOT

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
202400031	GIESEN, ANDRIA M LEDEZMA ALEX	5097	11/12/24 10/14/24	.00 SPEEDING 12 MPH OVER	.00	.00	.00	.00	.00	.00
202400032	ALDAVA, DEVIN S LEDEZMA ALEX	5099	11/12/24 10/16/24	.00 SPEEDING 10 MPH OVER	.00	.00	.00	.00	.00	.00
REPORT TOTALS								.00	.00	.00



## IRA/CD Maintenance Form

Last Maturity Date: 11/07/2024

IRA/CD #: 5000002278

Customer: CITY OF ANTHONY

Balance at Renewal: \$ \$100,000.00

Added to CD: \$ 0

Total: \$ \$100,000.00

(Note: All IRA Contributions must have the accompanying Contribution form completed through Onboard Tax Plan)

Current Term 12 Months

Change Term To: 24 Months

New Maturity Date: 11/07/2026

Current Annual Percentage Yield: 5.41% APY

New APY: 4.08% APY

Interest Disbursement Method pay interest to dda 52027

\_\_\_\_\_  
Signature  
**CYNDRA L KASTENS**

\_\_\_\_\_  
Signature  
**JAMIE R DEVINEY**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\*\*\*\*\*

Financial Institution Use Only  
Is Customizable CD Flag set to Yes?  If not set, flag to Yes

Date of Maintenance: \_\_\_\_\_

Date Renewal Notice Provided & Scanned: \_\_\_\_\_

Employee Initials: \_\_\_\_\_

Checked by: \_\_\_\_\_

PO Box 38 Plains, KS 67869  
620-563-7242

PO Box 754 Lakin, KS 67860  
620-355-8444

1000 Adams St. Great Bend, KS 67530  
620-796-2370

517 E 30<sup>th</sup> Ave Ste H Hutchinson, KS 67502  
620-860-0722

1900 South Ohio St. Salina, KS 67401  
785-825-4321

824 N Kansas Ave. Liberal, KS 67901  
620-482-8460

203 W. Main St. Anthony, KS 67003  
620-842-1000

1021 W 14<sup>th</sup> St. Harper, KS 67058  
620-896-1035

124 N Broadway Sterling, KS 67579  
620-278-2244

## CONTRACT FOR ENGINEERING SERVICES

*for*  
**ANTHONY MUNICIPAL AIRPORT  
 RECONSTRUCT TAXIWAY 2024  
 AIP #3-20-0002-016-2025**

***This Contract***, made and executed in duplicate this 5<sup>TH</sup> day of November, 2024, by and between the **CITY OF ANTHONY, KANSAS**, hereinafter called **OWNER**, party of the first part, and **EVANS, BIERLY, HUTCHISON & ASSOCIATES, P. A.**, Consulting Engineers, Marion, Kansas, hereinafter called **ENGINEER**, party of the second part.

The Project includes the Design Engineering, Construction Engineering and Project Closeout services to complete the Reconstruction of the Taxiway connecting the Apron to Taxiway A at the Anthony Municipal Airport, Anthony, Kansas.

**WITNESSETH; THAT** in consideration of the mutual covenants herein contained, the **OWNER** hereby agrees to employ the **ENGINEER** to perform Engineering Services herein outlined and to make payment for these services as set forth below.

### **SECTION 1 - ENGINEERING SERVICES:**

#### 1.1 DESIGN ENGINEERING SERVICES

- 1.1.1 Consult with Utility Companies and provide information to them regarding the proposed construction.
- 1.1.2 Conduct Field Design surveys for the Project. Surveys shall locate existing utilities, facilities, and structures on the airport property within 200' of the Project. (to be completed within 30 days of notice to proceed)
- 1.1.3 Conduct Geotechnical Testing to assist in the determination for base and pavement design recommendations.
- 1.1.4 Prepare Design Report in accordance with Federal Aviation Administration (FAA) criteria.
- 1.1.5 Assist the **OWNER** in the preparation and submission of all AIP forms, documents, and reports to comply with all conditions of the FAA grant.
- 1.1.6 Design and prepare working drawings and specifications for the project in accordance with the **OWNER's** FAA grant. (to be completed within 60 days of notice to proceed)
- 1.1.7 Review Preliminary plans with the **OWNER**. Submit two sets of preliminary (90%) plans and specifications for FAA coordination and review of eligibility and allowability. Include Engineer's Design Report to include pavement design, Safety Plan/Requirements for Contractor Safety Plan, Detailed Cost Opinion and description of all modifications to FAA Standard Specifications. (to be completed within 45 days of notice to proceed)
- 1.1.8 Review final plans and specifications with **OWNER**. Submit two sets for FAA review and approval. Include Safety Plan/Requirements for Contractor Safety Plan, and Updated Cost Opinion (if changes occur). (to be completed within 30 days of receipt of 90% review comments from FAA)
- 1.1.9 Assist in advertising the project to contractors. Provide bid documents to those Contractors interested at cost. Attend the bid letting, prepare Engineer's Estimate, assist and advise the **OWNER** in opening bids, awarding construction contract and contract preparation. Furnish Tabulation of Bids to **OWNER** and FAA. (bid opening will be within 45 days for receipt of final review comments from FAA)

#### 1.2 CONSTRUCTION ENGINEERING SERVICES

- 1.2.1 Conduct a preconstruction conference with the **OWNER** and contractor.

- 1.2.2 Review submittals by the construction contractors.
- 1.2.3 Define in the field all Project areas.
- 1.2.4 Prepare change orders for approval by the **OWNER** and the FAA.
- 1.2.5 Review the contractor's monthly and final payment requests and forward payment requests to the **OWNER**.
- 1.2.6 Design Engineer will make periodic and final site inspections and will provide contract document interpretations.
- 1.2.7 The **ENGINEER** will provide a competent Resident Project Representative (RPR) and such assistant RPR's as may be required on the work. The RPR and assistants will observe the work while construction is in progress. Construction services are based on part time 35 working days. The RPR shall not have responsibility for the superintendence of construction site conditions, operation, equipment, or personnel other than employees of the **ENGINEER**. The RPR will maintain a daily log of construction activities. Written construction progress reports will be furnished to the **OWNER** and FAA. Such construction observation does not guarantee the work of the contractor nor provide any control over the contractor's work method. The presence or absence of a construction observer does not relieve the contractor of his responsibility to properly prosecute the work nor does it relieve the contractor of his responsibility to properly prosecute the work nor does it relieve the contractor of his responsibility for safety at the work site.
- 1.2.8 Provide two sets of as-constructed drawings of the completed project to the **OWNER** and one additional set for the FAA.

### 1.3 PROJECT CLOSEOUT

- 1.3.1 To comply with Federal Regulation 49 CFR Part 18, the **OWNER** must submit required close-out documentation within 90 days from the project completion.
- 1.3.2 The **ENGINEER** will complete the closeout documentation for the **OWNER** within the required timeframe. This timeframe will commence on the date the project is accepted from the contractor.
- 1.3.3 The documentation will include the items listed in AIP Sponsor Guide – 1600:
  - 1.3.3.1 Sponsor Certification for Final Acceptance
  - 1.3.3.2 Final Outlay Report SF-271
  - 1.3.3.3 Final Federal Financial Report SF-425
  - 1.3.3.4 Final Project Cost Summary
  - 1.3.3.5 Summary of DBE Utilization
  - 1.3.3.6 Final Construction Report
  - 1.3.3.7 As-built Record Drawings
  - 1.3.3.8 As-built ALP

### 1.4 CHANGES IN SERVICES

- 1.4.1 The **OWNER** may request changes in the scope of the services of the **ENGINEER**. Such changes, including any increase or decrease in the amount of the **ENGINEER'S** compensation, which are mutually agreed upon by and between the **OWNER** and the **ENGINEER**, shall be incorporated in written amendments to this contract.

## **SECTION 2 - OWNER'S RESPONSIBILITIES**

- 2.1 **OWNER** shall provide full information to **ENGINEER** concerning the PROJECT including all available plans, maps, plats, documents, grant conditions, other reports and correspondence, and the **OWNER'S** recommendations.



- 2.2 **OWNER** shall examine and review the plans and inform **ENGINEER** regarding any decision thereto.
- 2.3 **OWNER** shall pay **ENGINEER** at monthly intervals for Engineering Services under this contract based on the percentage of work completed according to the following schedule:

- 2.3.1 For services under paragraphs 1.1  
(Design Engineering Services)

**RECONSTRUCT TAXIWAY**

The **OWNER** agrees to pay the **ENGINEER** a Fixed Lump Sum Payment of **\$ 37,800.00**. The actual costs were estimated in conformity with the cost principles established in the U.S. Department of Transportation, Federal Aviation Administration Advisory Circular No. 150/5100-14e, Part 4-5. This will be the total compensation for the scope of work outlined in this contract except by supplementary contract by the parties hereto with prior approval by the FAA.

- 2.3.2 For services under paragraphs 1.2  
(Construction Services)

**RECONSTRUCT TAXIWAY**

The **OWNER** agrees to pay the **ENGINEER** actual cost, plus a net fee for profit of **\$ 3,500.00**. The actual cost shall be incurred in conformity with the cost principles established in the U.S. Department of Transportation, Federal Aviation Administration Advisory Circular No. 150/5100-14e, Part 4-4. The maximum total compensation for Section 1.2, Construction Services, shall not exceed **\$ 37,500.00** except by supplementary contract by the parties hereto with prior approval by the FAA.

- 2.3.3 For services under paragraphs 1.3  
(Project Closeout Services)

**RECONSTRUCT TAXIWAY**

The **OWNER** agrees to pay the **ENGINEER** a Fixed Lump Sum Payment of **\$ 5,000.00**. The actual costs were estimated in conformity with the cost principles established in the U.S. Department of Transportation, Federal Aviation Administration Advisory Circular No. 150/5100-14e, Part 4-5. This will be the total compensation for the scope of work outlined in this contract except by supplementary contract by the parties hereto with prior approval by the FAA.

- 2.3.4 For services under paragraph 1.4. As set forth in the Contract for additional services.

**SECTION 3 - THE PARTIES HERETO MUTUALLY AGREE:**

- 3.1 The **ENGINEER** agrees to commence work in accordance with the terms of this contract within thirty (10) calendar days from the date of notice to proceed.
- 3.2 The **ENGINEER** agrees to complete the preparation of construction drawings and specifications for the Project improvements as defined by this Contract within One Hundred-Twenty (150) calendar days from the date of notice to proceed.

**SECTION 4 - MUTUAL CONSIDERATIONS:**

- 4.1 This contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and cannot be assigned without written consent of the **OWNER**.
- 4.2 The right is reserved by the **OWNER** to terminate all or part of this Contract at any time upon written notice to the **ENGINEER**. Such notice shall be sent not less than ten (10) days written notice in advance of the effective date of such termination received by all parties to this Contract.

- 4.3 The **ENGINEER** may terminate this Contract, 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 Contract.
- 4.4 In the event the Contract is terminated by the **OWNER** without fault on the part of the **ENGINEER**, the **ENGINEER** shall be paid for the work performed or services rendered under the payment section of this Contract.
- 4.5 In the event the services of the **ENGINEER** are terminated by the **OWNER** for fault including but not limited to: Unreasonable delays in performance; failure to respond to **OWNER** requests; and/or unsatisfactory performance on the part of the **ENGINEER**, the **ENGINEER** shall be paid the reasonable value of the services performed or rendered and delivered to the **OWNER** up to the time of termination. The value of the services performed, rendered and delivered will be determined by a Review Committee comprising of a maximum of two (2) representatives from each of the Contract parties. The **OWNER** and **ENGINEER** shall submit pertinent information to the Review Committee for resolution.
- 4.6 The **OWNER**, the Federal Aviation Administration, the Comptroller General of the United States, or any of the duly authorized representatives shall have access to any books, documents, papers, and records of **ENGINEERS** directly pertinent to a specific grant program, for the purpose of making audits, examinations, excerpts, and transcriptions. The **ENGINEER** shall maintain all required records for three (3) years after the **OWNER** makes final payment and all other pending matters are closed. These records must include construction diaries, official correspondence with the contractor, change orders, test data, weigh tickets, survey data, and all other basis for determining as constructed and pay quantities, notices-to-proceed, stop orders, and specifications compliance data.
- 4.7 In the event of the **ENGINEER'S** noncompliance, violation or breach of contract terms, the **OWNER** may impose such contract sanctions as the **OWNER** may determine to be appropriate, including, but not limited to,
- 4.7.1 Withholding of payments to the **ENGINEER** under the Contract until the **ENGINEER** complies, and/or
- 4.7.2 Cancellation, termination or suspension of the contract, in whole or in part.
- 4.8 During the performance of this contract, the **ENGINEER**, or the **ENGINEER's** assignees and successors in interest (hereinafter referred to as the "**ENGINEER**" or "contractor"), agrees as follows:
- 4.8.1 Compliance with Regulations: The **ENGINEER** will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal regulations, Parts 21, 23 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 4.8.2 Nondiscrimination: The **ENGINEER**, with regard to the work performed by the **ENGINEER** after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The **ENGINEER** will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 4.8.3 The contractor, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirement of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- 4.8.4 The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City of Anthony, Kansas. If the contractor, without reasonable cause, fails to make payment to his or her subcontractors or material suppliers within this thirty (30) days, the contractor shall pay to his or her subcontractors or material suppliers, in addition to the payment then due them, interest in the amount of one and one-half per cent per month, calculated from the expiration of the thirty (30) day period until fully paid. This shall also apply to any payments made by the subcontractors and

material suppliers to their subcontractors and material suppliers and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain. The prime contractor agrees further to return retainage payment to each subcontractor within thirty (30) days after subcontractor's work is satisfactorily completed and approved by the recipient. Any delay or postponement of payment from the above referenced time frames may occur only for good cause following written approval by duly authorized officials of the City of Anthony, Kansas. This cause applies to both DBE and non-DBE subcontractors.


In the event a contractor fails to comply, the City of Anthony, Kansas, may withhold further payments to the contractor and/or determine there is a contract breach and terminate the contract.

If and when any conditions arise giving indication that subcontractors (DBE or non-DBE) are not on tract to fulfill their contractual work obligations, the prime contractor is required to notify the Airport Manager, the City's DBE Liaison Officer, and any engineering firms responsible for construction observation and oversight (the latter pertains to construction related projects). By doing so, the prime contractor will have given advance notification to the City of their prospective need for variance from the above prompt payment requirements. All prime contractors and subcontractors are encouraged to use appropriate alternative dispute resolution mechanisms to resolve payment disputes.

- 4.8.5 Engineer agrees to comply with the attached Required Federal Clauses for Professional Services Contracts, Attachment #2.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed on the date written above.

**ENGINEER**  
**EVANS, BIERLY, HUTCHISON**  
**& ASSOCIATES, P. A.**  
*Consulting Engineers*  
Marion, Kansas

By:   
Vice-President

**OWNER**  
**CITY OF ANTHONY, KANSAS**

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

*Attachment 1*

**STANDARD TERMS AND CONDITIONS**  
**EVANS, BIERLY, HUTCHISON & ASSOCIATES, P.A.**

**SECTION 1: Scope of Work**

Evans, Bierly, Hutchison & Associates, P.A. (hereinafter referred to as **EBH**) shall perform the services defined in the contract for the stated fee arrangement. **Client** may request incidental or additional services not specified in the contract which change the Scope of Work and **EBH** will provide these additional services at the contract fee schedule rate; provided, that if such additional services are beyond the scope of the contract, the fee arrangement will be negotiated at the time such services are requested.

**SECTION 2: Access to Site**

Unless otherwise stated, **EBH** will have access to the site for activities necessary for the performance of the services. **EBH** will take reasonable precautions to minimize damages due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

**SECTION 3: Dispute Resolution**

Claims or disputes between **Client** and **EBH** arising during design, construction, or post-construction shall be submitted to non-binding mediation. **Client** and **EBH** agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

**SECTION 4: Billings and Payments**

Invoices for **EBH**'s services shall be submitted, at **EBH**'s option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. Payment shall not be contingent upon actions or participation of any party other than **Client**. In the event of a disputed or contested invoice, only the portion so contested shall be withheld from payment.

Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on past due amounts starting 60 days after the date of the invoice. Payments will first be credited to interest and then to principal. No interest will accrue on any reasonably contested portion of an invoice until mutually resolved. If **Client** fails to make payment in full within 60 days after the date of an undisputed invoice, **EBH** may, without waiving any claim or right against **Client** and without liability whatsoever to **Client**, terminate the performance of services. In the event any portion of an account remains unpaid 90 days after billing, **Client** shall pay all costs of collection, including reasonable attorney's fees.

**SECTION 5: Ownership of Documents**

All reports, plans, specifications, calculations, estimates, documents, and other work products, including all work products on electronic media, prepared by **EBH** as instruments of service shall remain the property of **EBH**. **Client** agrees to hold harmless, indemnify, and defend **EBH** against all damages, claims, and losses arising out of the reuse of or changes made to plans and specifications without the written authorization of **EBH**.

**SECTION 6: Standard of Care**

Services provided by **EBH** under the contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. No other warranty, express or implied, is made or intended by the contract for services.

**SECTION 7: Construction Methods and Job Site Safety**

**EBH** will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, nor for safety precautions and programs in connection with the work.

**SECTION 8: Certifications, Guarantees, and Warranties**

**EBH** shall not be required to execute any document that would result in **EBH**'s having to certify, guarantee, or warrant the existence of conditions whose existence **EBH** cannot ascertain.

**SECTION 9: Termination of Services**

Either **Client** or **EBH** may terminate the contract at any time with or without cause upon giving the other party 7 days prior written notice. In the event of termination, **Client** shall pay **EBH** for all services rendered and all reimbursable expenses up to the date of termination, plus reasonable termination expenses.

**SECTION 10: Limitation of Liability**

In recognition of the relative risks, rewards, and benefits of the project to both **Client** and **EBH**, the risks have been allocated such that **Client** agrees, to the fullest extent permitted by law, to limit **EBH**'s liability to **Client** and to all construction contractors and subcontractors on the project for any and all claims, losses, expenses, or damages arising out of the contract from any cause or causes, so that the total aggregate liability of **EBH** to all those named shall not exceed \$50,000 or **EBH**'s total fee for services rendered on the project, whichever is greater. Such causes include, but are not limited to **EBH**'s professional negligence, acts, errors, omissions, strict liability, breach of contract or warranty.

# FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO “CONTRACTOR”, “PRIME CONTRACTOR”, “BIDDER”, “OFFEROR”, AND “APPLICANT” SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO “SUBCONTRACTOR”, “SUB-TIER CONTRACTOR” OR “LOWER TIER CONTRACTOR” SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO “SPONSOR” AND “OWNER” SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

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**PROVISIONS APPLICABLE TO ALL CONTRACTS**

**ACCESS TO RECORDS AND REPORTS**

Reference: 2 CFR § 200.334  
2 CFR § 200.337  
FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**CIVIL RIGHTS – GENERAL**

Reference: 49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**CIVIL RIGHTS – TITLE VI ASSURANCES**

Reference: 49 USC § 47123  
FAA Order 1400.11

**Title VI Solicitation Notice**

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

**Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 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 of 1990 (42 USC § 12101, *et seq*) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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 (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 Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (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. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq*).

Nondiscrimination Requirements / Title VI Clauses for Compliance

**Compliance with Nondiscrimination Requirements:**

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 Title VI List of Pertinent Nondiscrimination Acts and Authorities, 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, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 Nondiscrimination Acts and Authorities, 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 Subcontracts, including Procurements of Materials 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 or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities 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 Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities 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 Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration 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 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 Sponsor or the Federal Aviation Administration 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 Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Reference: 2 CFR § 200, Appendix II(K)  
2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

**FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

Reference: 29 USC § 201, et seq  
2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

Reference: 20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**RIGHT TO INVENTIONS**

Reference: 2 CFR Part 200, Appendix II(F)  
37 CFR Part 401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

**SEISMIC SAFETY**

Reference: 49 CFR Part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

**TAX DELINQUENCY AND FELONY CONVICTIONS**

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts  
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The Contractor certifies:

- 1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

**TRADE RESTRICTION CERTIFICATION**

Reference: 49 USC § 50104  
49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

**VETERAN’S PREFERENCE**

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000**

**DISTRACTED DRIVING**

Reference: Executive Order 13513  
DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

Reference: 2 CFR Part 200, Appendix II(C)  
41 CFR § 60-1.4  
41 CFR § 60-4.3  
Executive Order 11246

**Equal Opportunity Clause**

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in

response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**PROHIBITION OF SEGREGATED FACILITIES**

Reference: 2 CFR Part 200, Appendix II(C)  
41 CFR Part 60-1

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact

segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

**TERMINATION OF CONTRACT**

Reference: 2 CFR Part 200, Appendix II(B)  
FAA Advisory Circular 150/5370-10, Section 80-09

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Cause (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
  1. Perform the services within the time specified in this contract or by Owner approved extension;
  2. Make adequate progress so as to endanger satisfactory performance of the Project; or
  3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant



must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner’s breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000**

**DEBARMENT AND SUSPENSION**

- Reference:
- 2 CFR Part 180 (Subpart B)
  - 2 CFR Part 200, Appendix II(H)
  - 2 CFR Part 1200
  - DOT Order 4200.5
  - Executive Orders 12549 and 12689

*Certification of Offeror/Bidder Regarding Debarment*

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.



Certification of Lower Tier Contractors Regarding Debarment

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000**

**CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

Reference: 2 CFR Part 200, Appendix II(E)  
 2 CFR § 5.5(b)  
 40 USC § 3702  
 40 USC § 3704

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any

such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

**LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment  
2 CFR Part 200, Appendix II(I)  
49 CFR Part 20, Appendix A

Certification Regarding Lobbying

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000**

**CLEAN AIR AND WATER POLLUTION CONTROL**

References: 2 CFR Part 200, Appendix II(G)  
42 USC § 7401, et seq  
33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

The Contractor must include this requirement in all subcontracts that exceed \$150,000.

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000**

**BREACH OF CONTRACT TERMS**

Reference: 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner’s notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner’s notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

**DISADVANTAGED BUSINESS ENTERPRISE**

Reference: 49 CFR Part 26

**Solicitation Language (Solicitations that include a Contract Goal)**

**Bid Information Submitted as a matter of responsiveness:**

The Owner’s award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner’s project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

**Bid Information submitted as a matter of bidder responsibility:**

The Owner’s award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner’s project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

**Solicitation Language (Race/Gender Neutral Means)**

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

**Prime Contracts (Contracts Covered by a DBE Program)**

**Contract Assurance (49 CFR § 26.13)**

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may

result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the above *Solicitation Language (Solicitations that include a Contract Goal)* section (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless the Owner’s consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Owner and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

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**ORDINANCE NO. S-319**

**AN ORDINANCE AUTHORIZING FIRE FIGHTING SERVICE BY THE ANTHONY FIRE DEPARTMENT IN A CERTAIN TOWNSHIP IN HARPER COUNTY, KANSAS, AND ENTERING INTO A CONTRACT BETWEEN THE CITY OF ANTHONY AND TOWNSHIP #2 FOR SAID SERVICE AND CAPITAL IMPROVEMENTS.**

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

Section 1. That the following contract be and the same is hereby approved, and the Mayor and the City Clerk of Anthony are authorized and directed to execute said contract and agreement for and on behalf of said City.

**AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_ day of November, 2024, by and between the City of Anthony, Kansas, Party of the First Part and Township #2, Harper County, Kansas, Party of the Second Part,

Witnesseth:

WHEREAS, Party of the First Part is a municipal corporation duly organized and existing under and by virtue of the laws of the State of Kansas, being located in Harper County, Kansas, and having a duly organized and established fire department with various firefighting equipment; and,

WHEREAS, Party of the Second Part is a public corporation duly organized and existing under and by virtue of the laws of the State of Kansas, having no organized and established fire department or firefighting service within said township;

WHEREAS, it is the desire of the parties hereto that Party of the First Part shall furnish to Party of the Second Part, firefighting services for which Second Party will pay a charge and assist First Party with certain capital improvements upon the terms and conditions hereinafter set forth;

That the Fire Chief of the said city of Anthony or any person acting in his stead shall have the right in every case to determine whether the said City of Anthony can spare all or any portion of its fire equipment and firemen at the particular time when a call is received for firefighting service to be rendered on any property located within said township #2.

That the said City of Anthony shall not be liable in any way for failure of the fire department to attend a fire, or to put out a fire, or for any other reason, but the department, subject to K.S.A. 80-1502 et seq, shall make a reasonable effort (road and weather conditions permitting) to attend such fire. The road and weather conditions may be such that the fire run can be made with reasonable safety and the judgment of the Fire Chief of said City of Anthony, shall be final in such matter.

NOW, THEREFORE, in consideration of Party of the Second Part paying to Party of the first Part, the sum of \$9,702.00 by November 1 of each year, at the office of the Anthony City Clerk, Anthony, Kansas, said party of the First Part agrees to furnish firefighting services to said Party of the Second Part and the occupants and property located therein pursuant to the provisions of K.S.A. 80-1502 et seq, which is by reference made a part hereof as though specifically written in full herein. This contract shall be for a term of three (3) years

and said payment for firefighting services shall be negotiated by the parties herein on an annual basis during the three (3) year term of this contract. In the event that over 20 fire runs are made during any one year of this contract, Party of the Second Party agrees to pay for any additional runs, the amount of \$250.00 per run. Party of the First Part agrees to defer payment on any additional runs until funds are legally available by levy to the Party of the Second Part.

As a further consideration herein, and to help provide more extensive fire protection for Township #2, Party of the Second part agrees to furnish funds for certain capital improvements to the firefighting equipment and fire station improvement of Party of the first Part, pursuant to K.S.A. 80-1502 et seq, for a period of three (3) years at the rate of \$4,158.00 payable each year on or before November 1 at the office of the Anthony City Clerk, Anthony, Kansas.

It is specifically understood and agreed that Party of the First Part agrees to furnish and Party of the Second Part is contracting for improved firefighting service only, and Second Party shall have no right, title or interest in and to any of the firefighting equipment now owned, or hereafter acquired, by said First Party.

This Ordinance repeals Ordinance NO. S-303. This Ordinance takes affect after publication in the Official City of Anthony paper and on January 1, 2025.

IN WITNESS WHEREOF, The Governing Body of the City of Anthony, has by ordinance authorized this agreement to be signed by its Mayor and attested by its City Clerk and Township Board, of Township #2, has by resolution authorized this agreement to be signed by its Township Trustee and attested by its Township Treasurer, we have hereunto subscribed our names the day and year first above written.

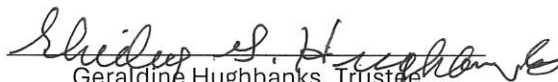
THE CITY OF ANTHONY, KANSAS

\_\_\_\_\_  
Greg Cleveland, Mayor


ATTEST:

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

TOWNSHIP #2, HARPER COUNTY, KANSAS

  
Geraldine Hughbanks, Trustee

ATTEST:

  
\_\_\_\_\_  
LeAnn Koblitz, Township Treasurer

SEAL



**ORDINANCE NO. S-320**

**AN ORDINANCE AUTHORIZING FIRE FIGHTING SERVICE BY THE ANTHONY FIRE DEPARTMENT IN A CERTAIN TOWNSHIP IN HARPER COUNTY, KANSAS, AND ENTERING INTO A CONTRACT BETWEEN THE CITY OF ANTHONY AND TOWNSHIP #3 FOR SAID SERVICE AND CAPITAL IMPROVEMENTS.**

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

Section 1. That the following contract be and the same is hereby approved, and the Mayor and the City Clerk of Anthony are authorized and directed to execute said contract and agreement for and on behalf of said City.

**AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_day of November, 2024 by and between the City of Anthony, Kansas, Party of the First Part and Township #3, Harper County, Kansas, Party of the Second Part,

Witnesseth:

WHEREAS, Party of the First Part is a municipal corporation duly organized and existing under and by virtue of the laws of the State of Kansas, being located in Harper County, Kansas, and having a duly organized and established fire department with various firefighting equipment; and ,

WHEREAS, Party of the Second Part is a public corporation duly organized and existing under and by virtue of the laws of the State of Kansas, being located in Harper County, Kansas, and having a duly organized and established fire department of firefighting service within said township;

WHEREAS, It is the desire of the parties here to that Party of the First Part shall furnish to Party of the Second Part, firefighting services for which Second Party will pay a charge and assist First Party with certain capital improvements upon the terms and conditions hereinafter set forth;

That the Fire Chief of the said City of Anthony or any person acting in his stead shall have the right in every case to determine whether the said City of Anthony can spare all or any portion of its fire equipment and firemen at the particular time when a call is received for firefighting service to be rendered on any property located within said Township #3.

That the said City of Anthony shall not be liable in any way for failure of the fire department to attend a fire, or to put out a fire, or for any other reason, but the department, subject to K.S.A. 90-1502 et seq, shall make a reasonable effort (road and weather conditions permitting) to attend such fire. The road and weather conditions may be such that the fire run can be made with reasonable safety and the judgment of the Fire Chief of said City of Anthony, shall be final in such matter.

NOW, THEREFORE, in consideration of Party of the Second Part paying to Party of the First Part, the sum of \$11,088.00 by November 1 of each year, at the office of the Anthony City Clerk, Anthony, Kansas said Party of the First Part agrees to furnish firefighting services to said Party of the Second Part and the occupants and property located therein pursuant to the provisions of K.S.A. 80-1502 et seq, which is by reference made a part hereof as though specifically written in full herein. This contract shall be negotiated by the parties herein on an annual basis during the three (3) year term of this contract. In the event that over 40

fire runs are made during any one year of this contract, Party of the Second Part agrees to pay for any additional runs, the amount of \$250.00 per run. Party of the first Part agrees to defer payment on any additional runs until funds are legally available by levy to the Party of the Second Part.

As a further consideration herein, and to help provide more extensive fire protection for Township #3, Party of the Second Part agrees to furnish funds for certain capital improvements to the firefighting equipment and fire station improvement of Party of the First Part, pursuant to K.S.A, 80-1502 et seq, for a period of three (3) years at the rate of \$4,752.00 payable each year on or before November 1 at the office of the Anthony City Clerk, Anthony, Kansas.

It is specifically understood and agreed that Party of the First Part agrees to furnish and Party of the Second Part is contracting for improved firefighting service only, and Second Party shall have no right, title or interest in and to any of the firefighting equipment now owned, or hereafter acquired, by said first Party.

This Ordinance repeals Ordinance NO. S-304. This Ordinance takes affect after publication in the Official City of Anthony paper and on January 1, 2025.

IN WITNESS WHEREOF, the Governing Body of the City of Anthony, has by ordinance authorized this agreement to be signed by its Mayor and attested by its City Clerk and Township Board, of Township #3, has by resolution authorized this agreement to be signed by its Township Trustee and attested by its Township Treasurer, we have hereunto subscribed our names the day and year first above written.

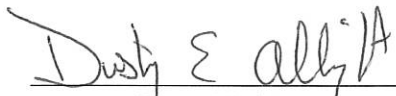
THE CITY OF ANTHONY, KANSAS

\_\_\_\_\_  
Greg Cleveland, Mayor

ATTEST:

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

TOWNSHIP #3, HARPER COUNTY, KANSAS

  
\_\_\_\_\_  
Dusty Albright, Trustee

ATTEST:

  
\_\_\_\_\_  
Joel Walker, Township Treasurer

SEAL:

**ORDINANCE NO. S-321**

**AN ORDINANCE AUTHORIZING FIRE FIGHTING SERVICE BY THE ANTHONY FIRE DEPARTMENT IN A CERTAIN TOWNSHIP IN HARPER COUNTY, KANSAS, AND ENTERING INTO A CONTRACT BETWEEN THE CITY OF ANTHONY AND TOWNSHIP #4 FOR SAID SERVICE AND CAPITAL IMPROVEMENTS.**

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

Section 1. That the following contract be and the same is hereby approved and the Mayor and the City Clerk of Anthony are authorized and directed to execute said contract and agreement for and on behalf of said City.

**AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_ day of November 2024 by and between the City of Anthony, Kansas, Party of the First Part and Township #4, Harper County, Kansas, Party of the Second Part,

Witnesseth:

WHEREAS, Party of the First Part is a municipal corporation duly organized and existing under and by virtue of the laws of the State of Kansas, being located in Harper County, Kansas, and having a duly organized and established fire department with various firefighting equipment; and,

WHEREAS, Party of the Second Part is a public corporation duly organized and existing under and by virtue of the laws of the State of Kansas, having no organized and established fire department of firefighting service within said township;

WHEREAS, it is the desire of the parties hereto that Party of the First Part shall furnish to Party of the Second Part, firefighting services for which Second Part will pay a charge and assist First Party with certain capital improvements upon the terms and conditions hereinafter set forth;

That the Fire Chief of the said City of Anthony or any person acting in his stead shall have the right in every case to determine whether the said City of Anthony can spare all or any portion of its fire equipment and firemen at the particular time when a call is received for firefighting service to be rendered on any property located within said Township #4.

That the said City of Anthony shall not be liable in any way for failure of the fire department to attend a fire, or to put out a fire, or for any other reason, but the department, subject to K.S.A. 80-1502 et seq, shall make a reasonable effort (road and weather conditions permitting) to attend such fire. The road and weather conditions may be such that the fire run can be made with reasonable safety and the judgment of the Fire Chief of said City of Anthony, shall be final in such matter.

NOW, THEREFORE, in consideration of Party of the Second Part paying to Party of the First Part, the sum of \$6,930.00 by November 1 of each year, at the office of the Anthony City Clerk, Anthony, Kansas, said Party of the First Part agrees to furnish firefighting services to said Party of the Second Part and the occupants and property located therein pursuant to the provisions of K.S.A. 80-1502 et seq, which is by reference made a part hereof as though specifically written in full herein. This contract shall be for a term of three (3) years and said payment for firefighting services shall be negotiated by the parties herein on an annual basis during the 3- year term of the contract. In the event that over 10 fire runs are made during any one year of this contract, Party of the Second Part agrees to pay for any additional runs, the amount of \$250.00 per run. Party of the First Part agrees to defer payment on any additional runs until funds are legally available by levy to the Party of the Second Part.

As a further consideration herein, and to help provide more extensive fire protection for Township #4, Party of the Second Part agrees to furnish funds for certain capital improvements to the firefighting equipment and fire station improvement of Party of the First Part, pursuant to K.S.A. 80-1502 et seq, for a period of three (3) years at the rate of \$2,970.00 payable each year on or before November 1<sup>st</sup> at the office of the Anthony City Clerk, Anthony, Kansas.

It is specifically understood and agreed that Party of the First Part agrees to furnish and Party of the Second Part is contracting for improved firefighting service only, and Second Party shall have no right, title or interest in and to any of the firefighting equipment now owned, or hereafter acquired, by said First Party.

This Ordinance repeals Ordinance NO. S-305. This Ordinance takes affect after publication in the Official City of Anthony paper and on January 1, 2025.

IN WHITNESS WHEREOF, the Governing Body of the City of Anthony, has by ordinance authorized this agreement to be assigned by its Mayor and attested by its City Clerk and Township Board, of Township #4, has by resolution authorized this agreement to be signed by its Township Trustee and attested by its Township Treasurer, we have hereunto subscribed our names the day and year first above written.

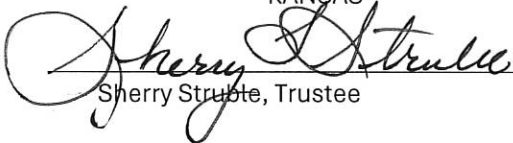
THE CITY OF ANTHONY, KANSAS

\_\_\_\_\_  
Greg Cleveland, Mayor

ATTEST:

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

TOWNSHIP #4, HARPER COUNTY,  
KANSAS

  
\_\_\_\_\_  
Sherry Strubbe, Trustee

ATTEST:

  
\_\_\_\_\_  
Carol Peterson, Township Treasurer

SEAL:

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

**Re: City Clerk/Administrator Report**  
**11/5/24**

**PUBLIC COMMENT –**

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

**CONSENT AGENDA**

1. Approve October 15, 2024 Regular Meeting Minutes
2. Ordinance No 3201 \$140,422.56
3. Approve 10.22.2024 Payroll \$57,826.60
4. Approve 11.05.2024 Payroll \$57,306.49
5. Approve Drawdown #1 KDOT Project No. AV-2023-17 \$24,153.69 AWOS/Beacon Project
6. Approve Drawdown #2 KDOT Project No. AV-2023-17 \$22,516.30 AWOS/Beacon Project
7. Approve Investment Renewal:
  - Bank of the Plains COD 5000001940-Public Relief \$21,332.27 Reinvestment- 24 months
  - This is the one I emailed about, this formally takes the action to renew.*
8. Approve Aging Projects (Friendship Meals) Annual Agreement for October 1, 2024, through September 30, 2025
9. Approve Recreation Commission recommendation to reappoint Allen Finley to Anthony Recreation Commission for Term to expire in 2028
10. Approve Planning Commission recommendation to appoint Robert Chandler and Randal Wiseley to Planning Commission/Board of Zoning Appeals - Three Year Term to Expire 2027
11. Approve October 2024 Court Report
12. Approve to Submit RFP for Contract Services to Construct the KCC-40101d-501 Electric Project
  - See Report Below*
13. Approve Investment Renewal:
  - Bank of the Plains COD 5000002278-General Fund \$100,000 Reinvestment- 24 months
  - This is another standard renewal for a general fund CD.*

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

**Re: City Clerk/Administrator Report**  
**11/5/24**

**PUBLIC HEARINGS - NONE**

**REGULAR BUSINESS**

14. Bid Opening 2024 Sunrise 2nd Dirt Work

*Notes in Admin report below and attachments in packet.*

15. Kayak Rental Services at Anthony Lake - Wiseley's

*Randy has requested to be on the agenda. He said he has an alternate funding idea that he wants to share in the meeting with the Commission. The next Lake Board meeting is scheduled for Monday November 11<sup>th</sup>. They plan to make a recommendation to the Commission about funding so I will not have that information by this meeting on the 5<sup>th</sup>. City staff has been working on location recommendations (considering access to power, public parking, launch suitability, and minimal to no impacts to existing recreational amenities). I will have their final thoughts that I also plan to show the Lake Board for input at their meeting on the 11<sup>th</sup>. After that I will present all recommendations to the Commission for review. FYI*

16. Approve EBH Contract to Reconstruct Asphalt Taxiway from T-Hangars to Apron (180' x 35') FAA Project# ANY 3-20-0002-016-2025

*This motion needs to be contingent upon FAA approval.*

17. Approve Ordinance S-319 - Twp #2 Rural Fire Contract

18. Approve Ordinance S-320 - Twp. #3 Rural Fire Contract

19. Approve Ordinance S-321 - Twp. #4 Rural Fire Contract

**Admin Report:**

1. Airport Reconstruct Taxiway – The official kick-off meeting was held with EBH, FAA, and the City of Anthony. The following is the project timeline:
  - a. Schedule of Design
  - b. Contract 11-5-24
  - c. Survey 11-25-24
  - d. Design Report to FAA 12-16-24
  - e. Final Plans/Specs to FAA 1-20-25
  - f. Out to Bid 2-27-25
  - g. Bid Opening 3-27-25
  - h. Grant Application to FAA 3-31-25

The last item is a hard deadline in order to submit the grant application to FAA by the April 1<sup>st</sup> deadline and commit the BIL funding, which we do not want to lose. We will spend the next few months working toward that initiative. Progress updates to the Commission will be provided in my admin report. Likely you will not see anything official on the agenda of

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

**Re: City Clerk/Administrator Report**  
**11/5/24**

this project until it is time to submit the FAA application in the spring, but we will continue to keep it moving. Additionally, just FYI: when the project is under construction, the apron will be closed. This means the fuel station and pilots lounge will be closed. We expect the closure to last about a month. Tracy will still be able to access fuel if he needs it but the public will not. This will be posted to pilots via FAA like we normally do so they will be aware.

On the consent agenda this week is the contract with EBH Engineering. I have worked through the FAA required Independent Fee Estimate to verify that the engineering fees are appropriate based upon other engineering fee averages, as required per FAA guidelines.

2. KCC-40101d Grant – I finalized the grant forms to officially award the project and reviewed the mountainous Terms and Conditions. A kick-off meeting was conducted on October 31<sup>st</sup> to review the project requirements. We have tentatively established the following timeline:
  - a) January 2025 – Project Start Date
  - b) March 2025 (or sooner) – Bid Letting
  - c) April 1, 2025 (or sooner)– Execute Contract with Winning Bidder
  - d) The rest of the timeline will be completely dependent upon the contractor’s schedule for availability and lead times on electrical materials.
  - e) Project completion by December 31, 2026

We will be required to track metrics for this grant to submit monthly, and financial and progress reports quarterly and annually. The metrics should be fairly minor dealing with recording outage events and the cause, hours to repair, etc. I am reaching out to KMEA to see if they can assist with preparing the RFP to solicit contracting services for project construction, just help save me some time. For now, I will include the permission to go out to bid on this project on this consent agenda. I will likely not submit this until January but the sooner the better, so I am getting this formality out of the way now so we can proceed as soon as we have it prepared.

Build Kansas Fund - I completed the document submission requirements for the Build Kansas Fund which is the grant that will pay the city’s match portion of the 40101d grant. Once these have been approved, they should generate an actual agreement. Once I receive it, I will place it on a consent agenda for formal approval.

3. Water Sustainability Study – I have reinitiated conversations with the hydrogeologist the city hired to aid in verifying my research data on the sustainability of Anthony’s water supply. To refresh your memory (since it has been a year since we hired him), we wanted to make sure with all the drought affects in Kansas causing cities to lose depth of saturated thickness in their aquifers (and causing severe concerns for the future of their town water supplies), that Anthony’s water supply was not showing signs of concern which would cause the city to manage usage or future availability differently. This research was also spurred by the request from the Golf Board to want water from the city’s water supply to meet their increasing irrigation needs and the request from Rural Water District #2 of potentially increasing their water contract. The city needed to make certain that we have sustainable supply for the city and how to then prioritize (if needed) additional output for

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

**Re: City Clerk/Administrator Report**  
**11/5/24**

other services. We spent quite a bit of time in early 2024 updating our logs of data to chart our static water and nitrate levels. This would show a trend of how our water table has been impacted since the wells were drilled. We provided this data plus any historical records we had on the wells, construction, drilling logs, etc. to the hydrogeologist for his review and report of findings. We also tasked him with any recommended options to supply the golf course. He will have his final report of findings ready to be presented in November or December at a Commission Meeting. Keep in mind, this was a very small fee we paid for a check and balance on our data. I do expect that there will be a point where additional data is needed to make determinations for the golf course and at that point the commission will need to decide if we want to pay for additional exploratory options. We can decide that when we get the presentation of report and recommendations. I just wanted you to have a heads up of what this report is and what it is not.

4. **KMU Insurance Pool** – KMU has finally received the final quotes from BCBS for the potential pooled insurance plan. Here are their findings:

We appreciate your interest in participating in a KMU Association Health Insurance Program. First, I would like to apologize for the unexpected lengthy time this process has taken. There have been steps to this process that extended the length to get premium quotes from Blue Cross Blue Shield of Kansas (BCBS).

To review, there were four primary goals in establishing an association health coverage program. The goals were:

- Initial year premium savings of 7% - 10%
- Centralized enrollment platform
- Long-term premium stabilization and premium enhancement
- Blue Cross Blue Shield of Kansas be the health insurance provider

BCBS provided quotes on three different coverage programs;

- 1000/2000 deductible, 1000/2000 coinsurance at 80/20, with a combined health/drug maximum out of pocket of 5000/10000
- 1500/3000 deductible, 1000/2000 coinsurance at 80/20, with a combined health/drug maximum out of pocket of 5000/10000
- 5000/10000 deductible, coinsurance at 100%, with a combined health/drug maximum out of pocket of 6350/12700

The analysis of the BCBS proposal included comparing your current health insurance coverage and premium to the proposal from BCBS. Below are those findings:

- Initial year premium savings - The best-case scenario was a 1%-2% savings over current premiums versus the initial year savings goal of 7%-10%. Additionally, to achieve the 1%-2% savings, the overall health insurance benefit coverages would decrease compared to what many of the interested participants currently offer their employees due to higher deductibles and higher out of pocket expenses.
- Centralized enrollment platform - The goals of a centralized enrollment platform could be met.



To: City Commissioners  
From: Cyndra Kastens

Re: City Clerk/Administrator Report  
11/5/24

- Long-term premium stabilization - We believe there would be premium stabilization over the long-term.
- Blue Cross and Blue Shield of Kansas would have remained as health insurance provider.

Overall, due to the minimal BCBS plan savings (1%-2%) and a reduction in coverage for many, the decision has been made **to not move forward** with the establishment of a KMU Association Health Insurance Pool.

5. Lake Eco Development – I have reached out on several occasions to the appraiser (the only appraiser) that was willing to take this job. She had agreed to have an appraisal before the election, that did not occur. She is also not returning emails or phone calls presently. I will not proceed any further with this until we know the results of the election. As you are aware, election data was posted in the newspaper, on the website, and on facebook for the upcoming vote; and I did complete the interview for KSN. Now it is in the hands of the people.
6. Wrecked Deweze Slope Mower – Still no final information. We are still not allowed to touch or evaluate the mower.
7. Sunrise 2<sup>nd</sup> – You are opening bids at this commission meeting to contract the grading work. This bid out has been a bit of a nightmare because we are not doing ALL the grading work within the scope of this project, we are constructing the drainage ways and leveling enough dirt work to keep the property draining properly but we are NOT intending to complete the construction of each of the house pads in this work. The reason for this is because of the volume of dirt that would be needed to construct the pads (18,000+ CY) and the fact that if a house is going to build a basement, you would likely not need to bring in that much dirt so we would therefore be wasting time and money to haul the dirt to the site to construct them now. The build out of the house pads will be the responsibility of the builder. In my report, I am attaching two drainage plans: 1. The first one is the actual drainage plan for the Sunrise 2<sup>nd</sup> Addition, and it includes construction of the house pads (you will see the squares denoted 50' back from the property lines for the house pads). 2. The 2<sup>nd</sup> attachment is an amended drainage plan with the house pads removed for the ease of bidding this current project scope. Bidders are allowed to provide a separate (ad alternate) bid price if they want to bid the construction of the house pads (which could be used at a later date or by the builder) but the main bidding and scope for the bids you will open at this meeting do not include that house pad price in the not to exceed cost. FYI. Reminder, this is paid for with BASE grant dollars and one of the two reasons we got an extension on the BASE grant. The work, however, must be completed, paid for, and all final approvals obtained prior to December 31<sup>st</sup> so the required construction completion date for this bid is December 15<sup>th</sup>.

We also had to submit a request to modify our KDHE NOI stormwater permit for Sunrise to include this dirt work. This normally takes 60 days to approve but KDHE is trying to work with us to get it done sooner. Finger crossed.

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

**Re: City Clerk/Administrator Report**  
**11/5/24**

8. EPA Water Technical Assistance – I had a meeting with KMU staff on October 23<sup>rd</sup> to explain the history and share the data we have so far on the water main breaks. This was a pre-discussion with some of KMU’s staff to determine if they could conclude any findings for the cause of the breaks. At the conclusion of the meetings, they like us, could not be definitive, and they reported their findings to EPA in consideration of the TA funding.

Then on City of Anthony has received approval from the EPA for engineering assistance to prepare a Preliminary Engineering Report for corrective solutions for the water main breaks. This is great news, kind of. Reminder, I applied at two sources: EPA and KWO HB2302 grants. We have not heard from the 2<sup>nd</sup> source yet. The only issue with the first source is that they pick the engineer and the timeline to work under. We do not have as much control over the process. We do have control and input on the project of course. I have included a document in the packet that you can use to review the roles of each entity involved in the project. Read it if you would like. It’s still wonderful news to have some engineering to come on board and help us, at no cost to the city. So, this is good. And if we get the other grant, we will have a decision to make. For now, we will be thankful we will have some kind of help on this major issue so we can get a PER and make some kind of progress closer to solving the problem.

9. Golf Course Bathroom – I completed the soil profile on November 1<sup>st</sup> and will prepare sewer system options for the golf course to utilize to obtain bids from plumbers to proceed with their bathroom project on the south end of the golf course.
10. Solar Billing – The company came and programmed the meters so they now appear to be recording data accurately.
11. Community Solar Project – The land around the 138kV Sub sold October 25<sup>th</sup>. Larry will be reaching out to the buyer to make them aware of the city’s potential interest in the 15 acres around our sub. We will keep you posted on the reception of that communication.
12. Staffing – Melinda has started work officially. Sierra Hall, the new Recreation Director has also started. Melinda was able to start early and attend the Clerk School this year completing the first part of the 4-year program. Interviews for other positions are scheduled for this week.
13. County Road Vacate – I attended a hearing at the County Commission meeting in regards to a proposed vacation of SE 80 Ave between SE 10 Road and SE 20 Rd. I represented the City’s interest in requesting the ability to secure utility and access easements prior to approval of a vacate, since we have utility infrastructure along this road. Others speakers were in attendance representing different interests on the topic. After the hearing the County Commission voted not to vacate the road.

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

**Re: City Clerk/Administrator Report**  
**11/5/24**

14. Continuing Ed – I am attending several zoom classes this month and in December to make up the 16 hours required for my CFM since I did not attend the annual conference this year. I have 13 completed so far.
15. Roof Repair Update – The following is an update from Chris who has had the lead on the roof repairs from the hail storm in April:

8 roofs were involved in the insurance claim from Hail on April 30, Roofmasters of Hays, KS was selected to repair.

4 shingled roofs have been replaced. (3 power plant houses and the Police Dept)

The Powerplant is complete.

The Fire Department has been cleaned, patched and primed – final coat is not complete – waiting for weather to cooperate.

The Municipal Hall has a special coating on it (silicone) that requires a special primer – EMC insurance has been contacted to renegotiate the settlement. Nothing has happened yet but should very soon.

The small pumphouse roof received a small damage claim – the city is using those funds to improve it to a metal roof (instead of asphalt shingle) – the preliminary work has been completed by the city crews, roofmasters agreed to install the metal for free – it is also waiting on the weather to clear. Should be done by mid November.

Summary: Everything except Municipal Hall was scheduled to be done by now – weather delayed, should still get completed very soon. Municipal Hall should get approved this week and Roofmasters is ready to move to it next.

16. KMEA Annual Conference – I did attend the conference this year and have provided some notes if you want to read them. A quick summation for you is that we can expect an increase in transmission (largely due to upcoming capital projects on the grid side). They do expect an increase in power usage (supply boom) and attribute this to data centers and the growing use of artificial intelligence. There were a few bills that would have interested us, but they died in committee (like not being able to obtain land by imminent domain for solar utilities). Again, read them if you would like or just know I will keep you posted on these topics.

KMEA Annual Conference 2024:

Presentor: Chris McCarthy – Nextera Energy - “State of US Power markets” (*Nextera is who we have our large power contract with*).

Gas demand is due to selling to other countries? That source is slowing down which is slowing down gas prices. They are projecting a lot more solar in their portfolio by 2030.

Even accounting for load growth, gas generation is expected to decline.

Capacity price increases reflect retirements, capacity accreditation changes, market reforms, and accelerating demand growth.

SUPPLY: last five years, demand has been steady. We see half of the coal retirements by 2034. Driven by planned retirements (large plants like Independence, White Bluff, Arkansas...). EPA 111D and 111B will limit

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

**Re: City Clerk/Administrator Report**  
**11/5/24**

the operation of coal plants (retire by 2032 or plan to put on a clean carbon equipment). We are in the first real demand of supply boom since the last one in 1989-2007. This is largely due to data centers, i.e. AI. Though you see the renewables coming online more, there is also a small returning tick of gas generation being built.

NERC Summer assessment shows high risk of insufficient operating reserves.

To manage this reliability planning: they will increase reserves, add new ancillary products, update renewable accreditation, update fossil accreditation, seasonal reliability markets, publicly acknowledge need for increased reliability incentives.

Presenter: Tantalus Willy Nixon and Andrew Mitchell – “AMI Metering Presentation” (*I left this in since we will be dealing with AMI metering next year, AI is really changing what all the metering can do for you besides just the basic real time reading for customers and the prevention of water loss*).

Tantalus has arrangement with KMEA where there is a cost share agreement. The more that come online the cheaper it is. Tantalus can read your ertz.

Some AMI programs have a TRUSense Gateway. If you have an issue on a specific feeder, this device can talk to your substation or computer and see the issue in real time. Prior could not see what was happening behind the meter. You can go from monthly reads and turn them into daily and hourly reads. If they grab all that data using AI, using the meters you currently have, they can tell us if we have a hot socket, or know if it is burning or pitting before it fails. Can also tell when something has gotten nicked or is going to start to fail. Can start to pinpoint vegetation issue (trees coming over the line and touching those faults) you can use this to build out your trimming plan.

AMI and AI data can tell you the health of every transformer. If it is overloaded or overheating etc.. with the AMI analytics calculations. You can see exactly what’s happening at the transformer. If you’re seeing revers power flow you can make operational adjustments on how to protect the system and the customer. Can see if a transformer is not reading correctly or under load/over load/sitting idle etc.. This can help with mechanical safety and billing issue corrections.

Pilot programs are something each city is doing to try out the system at no cost.

Presenter: Brad Meers and Kimberly Svaty KMU – “Legislative Updates”

Legislative update: HB2527 Introduced by Evergy to allow them to change regulatory structure for economic development updates.

HB2588 Net Metering (IOU’s only) increases the system size threshold and cap on enrolled customers. Did not require municipalities to follow this.

SB455 & 456 No utility may use eminent domain to construct an energy facility (solar). Died in Committee. (*But be aware that it is a topic that could resurface which means we need to really lock in our solar land before laws become effective, not that we are considering eminent domain but just wanted to make you all aware*).

HB2589 law enforcement using utility poles any pole anywhere on the pole. Did not become law. Will be revisited later with better clarifications.

## WaterTA Engineering Support Expectations Anthony, KS

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EPA's Water Technical Assistance (WaterTA) Engineering Support provides communities with the engineering expertise needed to apply for EPA funding for water infrastructure projects. WaterTA Engineering Support sets communities on the path to apply for, access, and/or implement Drinking Water or Clean Water State Revolving Fund (SRF) funding. Kansas Municipal Utilities (KMU) and EPA are coordinating to provide TA to address the City of Anthony's water infrastructure needs and support them in preparing an application for federal infrastructure funding.

This document provides information on the scope of EPA's WaterTA Engineering Support, delineates the roles and responsibilities of the various parties involved in providing TA to the City of Anthony and establishes clear lines for communication. Aligning expectations at the outset of this TA effort will ensure that the engineering support will lead to efficient and effective outcomes for the community and provide for funding applications that minimize risk and delays and comply with all state funding requirements.

### WaterTA Engineering Support Contractor Scope

Based on initial discussions with KMU, EPA has directed its WaterTA engineering contractor, Cadmus and Cadmus' Subcontractor, Jacobs, to provide the following services in support of the City of Anthony's access to the DWSRF.

1. A preliminary engineering report (PER) is needed to inform the SRF application for improvements to the water distribution system. The PWS operates 5 active wells that are treated at an Ion Exchange Resin Nitrate Plant constructed in 2012, with a finished water transmission main that carries the treated water from the treatment plant to the city. The finished water transmission main began failing in 2017 and there are now recurring failures approximately every eight weeks which force shutdown of this transmission main, resulting in loss of water to the local hospital (including a dialysis center) and regional school.

### Roles and Responsibilities

1. **EPA Contract Officer's Representative (COR)**—Provides technical direction to the WaterTA engineering contractor on scope of work and provides surveillance of the contractor's work to assure compliance with contract terms and conditions. The EPA COR must be copied on all communication regarding scope of work, including those from the contractor, TA provider, funding agency, or community. Only the EPA COR can approve scope changes and provide technical direction to the WaterTA engineering contractor.
2. **EPA Technical Project Lead**—EPA lead responsible for the day-to-day interactions of the project and ensures that contractor support is timely, coordinated, remains on scope, and is on target with project objectives. The EPA Technical Project Lead facilitates discussions with the TA provider, community, funding agency, and other stakeholders and relays project updates and any needed scope changes to the EPA COR. The EPA Technical Project Lead should be copied on all correspondence regarding the project.
3. **EPA Regional TA Coordinator**—Can help facilitate coordination and engagement with States, primary TA provider, and other stakeholders.
4. **Contractor's Project Manager**—Lead contractor project engineer assigned at the outset of the project that directs engineering support and ensures that project deliverables meet community needs and funding agency requirements and schedules. Coordinates closely with the EPA Technical Project Lead. Facilitates coordination with the TA provider, funding agency, and community when directed.
5. **Contractor Staff and Subcontractors**—Work under the direction of and support the contractor project manager in providing engineering support. Contractor staff and subcontractors may have direct interaction with the TA provider, funding agency, or community, but must report back to the engineering contractor project manager on issues and progress.

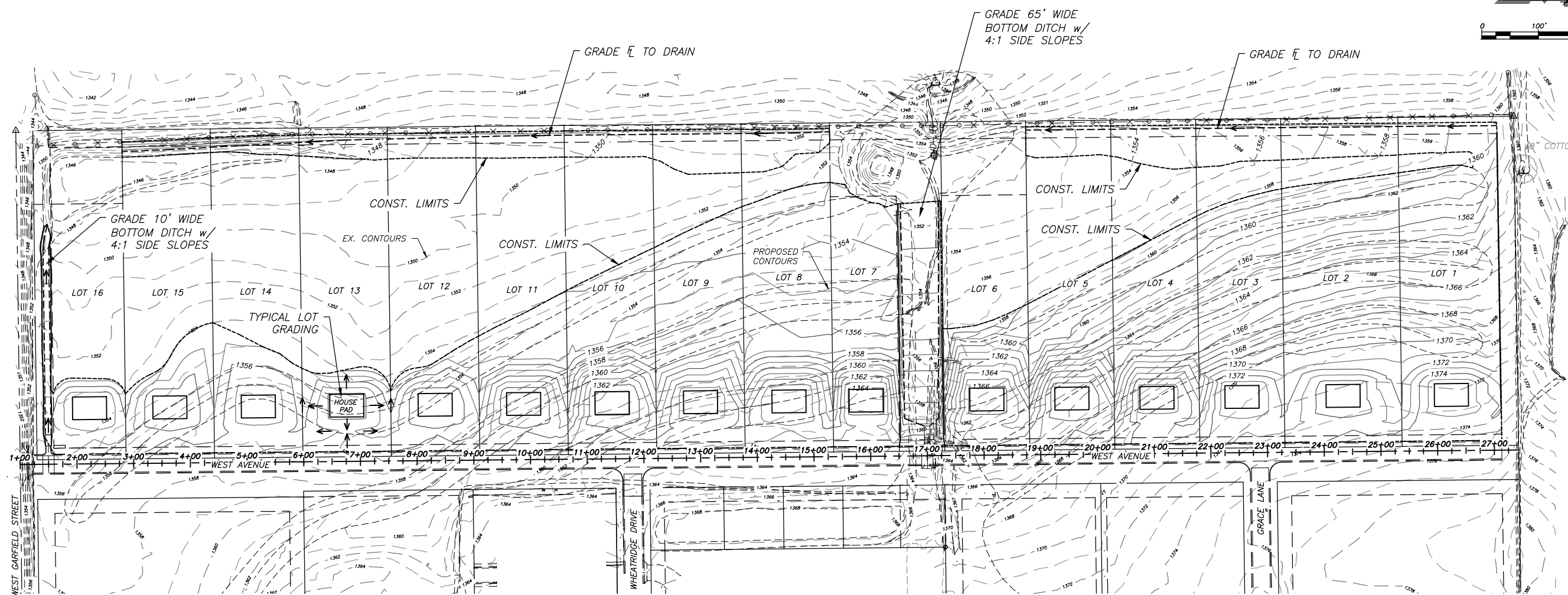
- 6. **WaterTA Provider**—Serves as a liaison for the City of Anthony and coordinates with EPA and its contractors providing WaterTA Engineering Support. Helps to set up meetings with the community and facilitates/coordinates contractor information requests and site visits. Provides feedback on final (and interim, as needed) engineering support deliverables to ensure they meet the community’s needs.
- 7. **Community Point of Contact**—Most often represents the project/system owner or borrowing entity for potential federal infrastructure funding. Serves as the liaison with the community, coordinating meetings between the appropriate community representatives, the TA provider, EPA and its contractors, and funding agencies. In coordination with the TA provider, provides EPA and its contractors with access to needed information/project area to support engineering analyses. Coordinates community feedback on major engineering deliverables.

**Contact Information:**

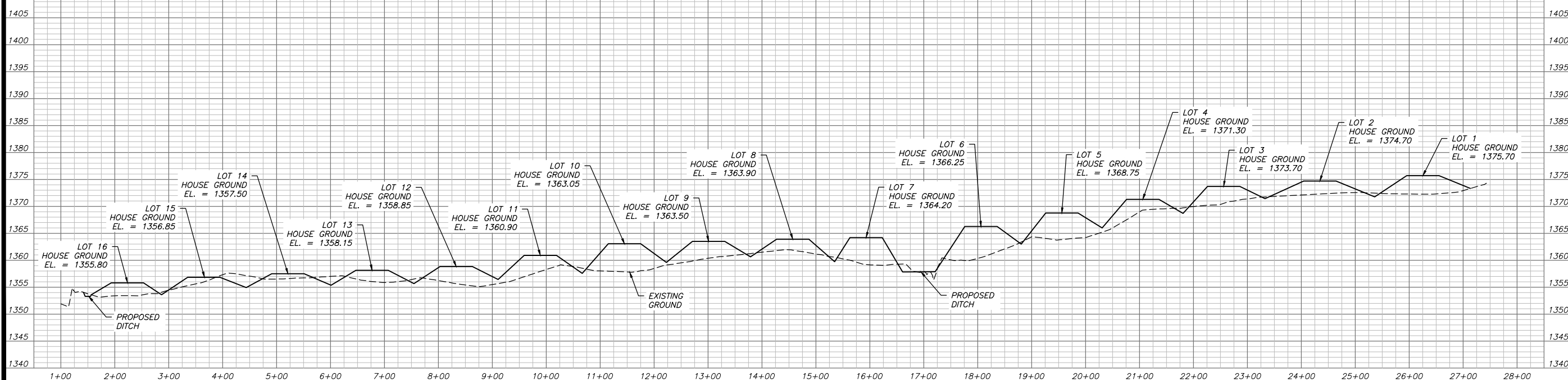
Role	Name	Email	Phone Number
EPA COR	Tyler Barber	<a href="mailto:Barber.tyler@epa.gov">Barber.tyler@epa.gov</a>	202-564-1670
EPA Technical Project Lead	Katherine Conti	<a href="mailto:Conti.katherine@epa.gov">Conti.katherine@epa.gov</a>	202-564-2919
EPA Regional TA Coordinator	Lisa Montgomery	<a href="mailto:Montgomery.lisa@epa.gov">Montgomery.lisa@epa.gov</a>	913-551-7252
Contractor’s Project Manager	Corey Godfrey (Cadmus)	<a href="mailto:corey.godfrey@cadmusgroup.com">corey.godfrey@cadmusgroup.com</a>	703-516-7719
	Julie McNiff (Jacobs)	<a href="mailto:julie.mcniff@jacobs.com">julie.mcniff@jacobs.com</a>	816-533-7308
WaterTA Provider	Beth Warren	<a href="mailto:bwarren@kmunet.org">bwarren@kmunet.org</a>	316-214-2432
Community Point of Contact	Cyndra Kastens	<a href="mailto:ckastens@anthonykansas.org">ckastens@anthonykansas.org</a>	620-842-5434



EBH Engineering.com



CUT FROM SITE = 11,750 C.Y.  
 FILL NEEDED FOR HOUSE PADS = 23,840 C.Y.  
 ADDITIONAL OFFSITE MATERIAL NEEDED = 18,820 C.Y. (0.78 COMPACTION FACTOR)



Description

Date

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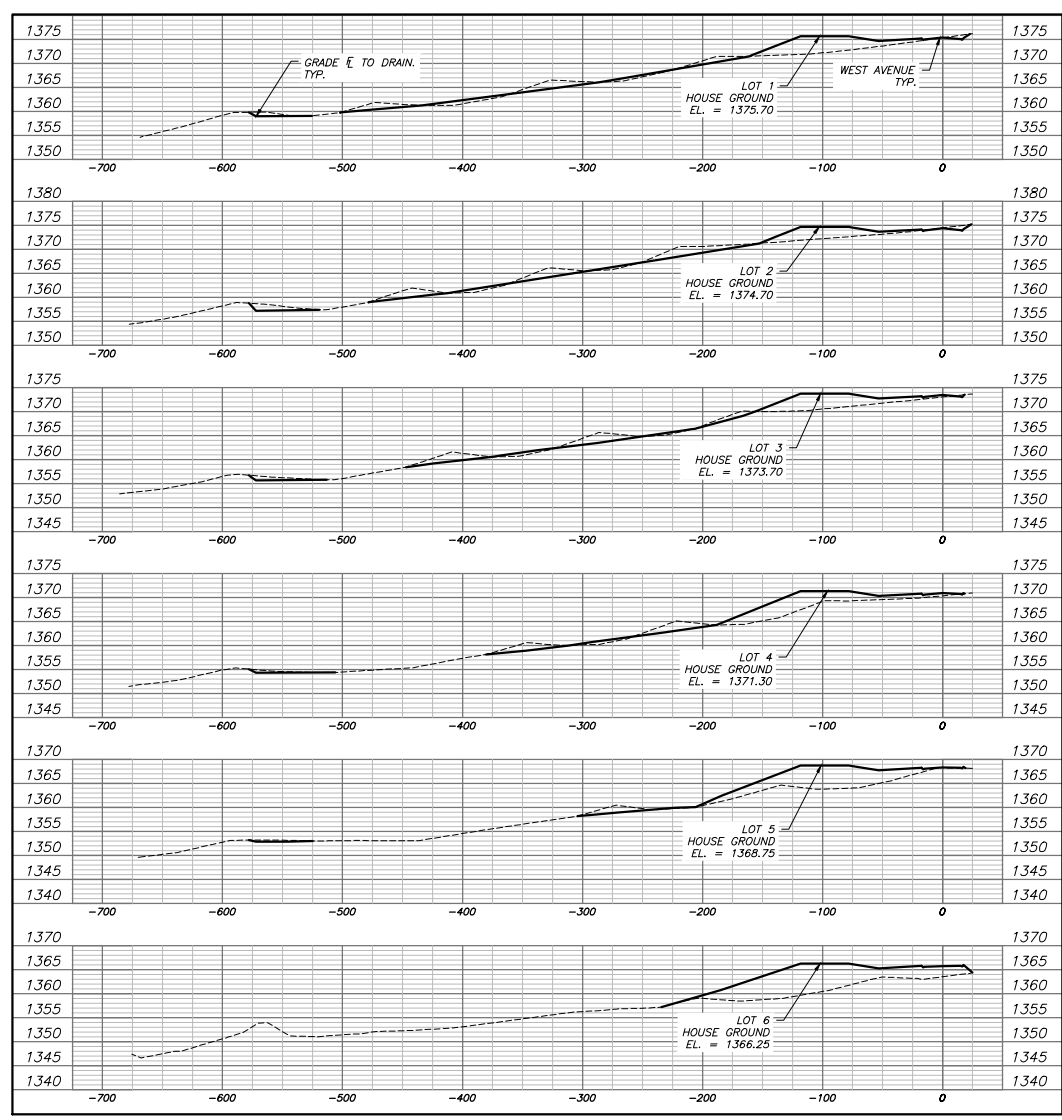
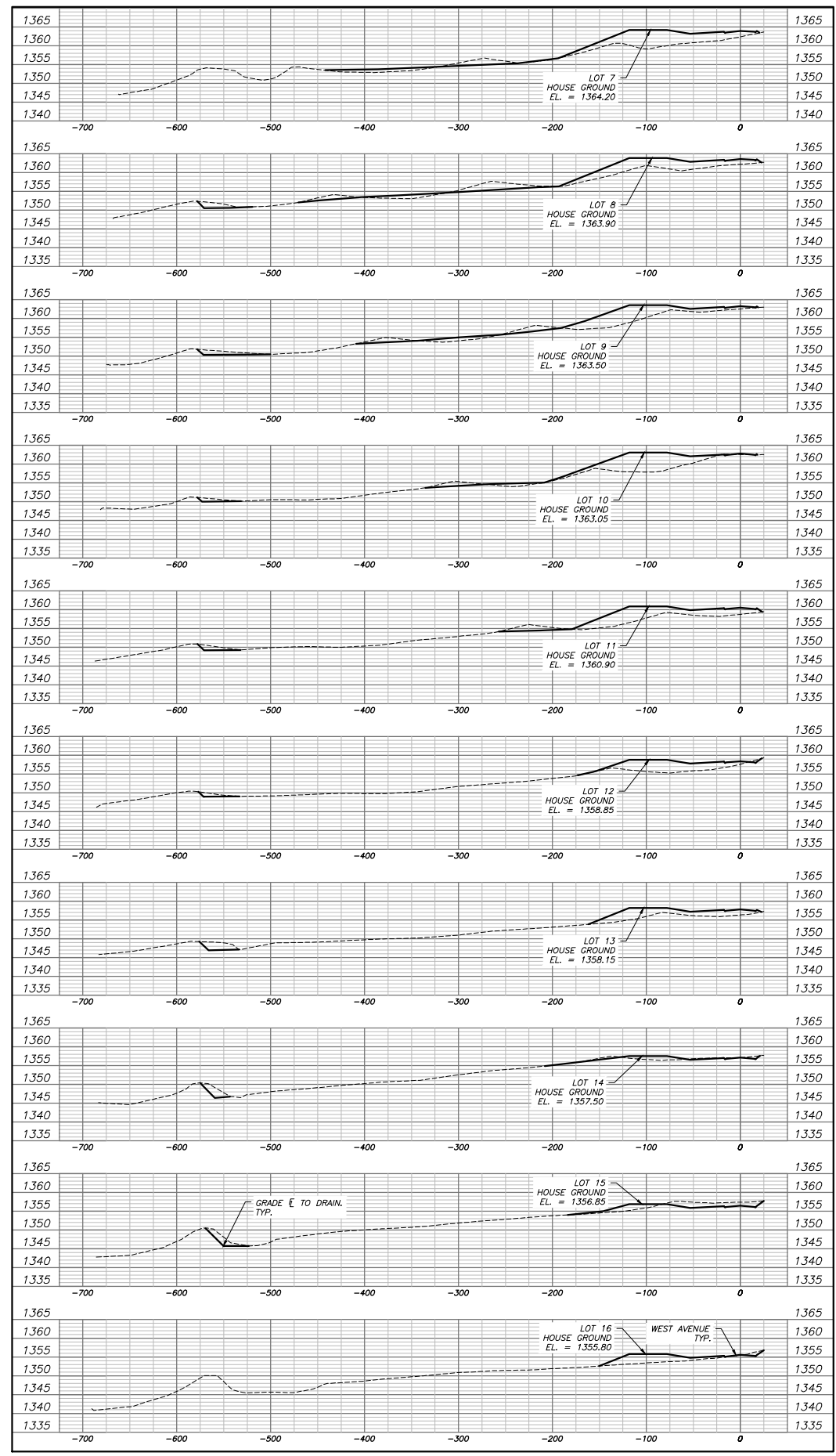
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Sheet: C-101





**HARPER COUNTY  
GROWTH INITIATIVE**  
HARPER COUNTY, KANSAS  
2022 BASE GRANT PROJECT



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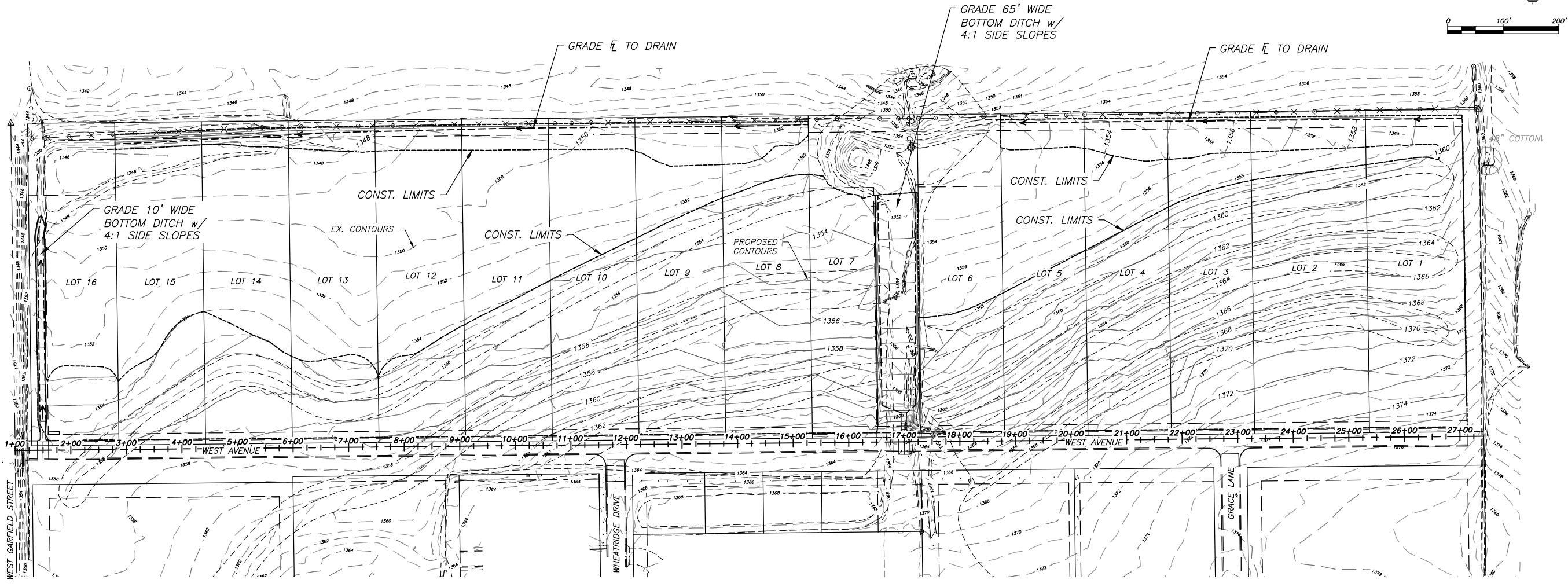
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CROSS SECTIONS**

Sheet:  
**C-102**

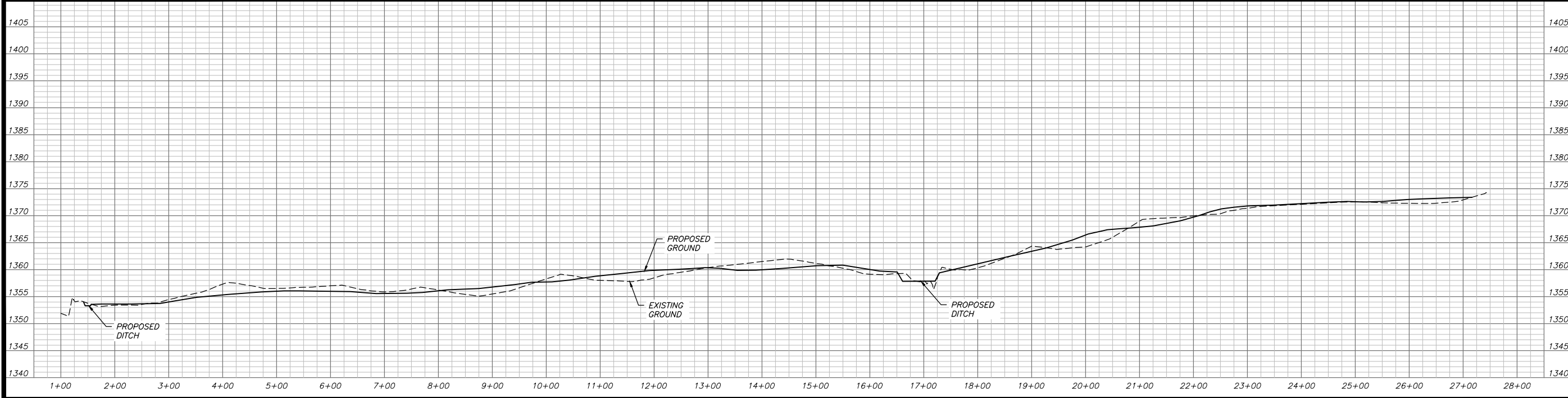




**HARPER COUNTY  
GROWTH INITIATIVE**  
HARPER COUNTY, KANSAS  
2022 BASE GRANT PROJECT



14,140 C.Y. OF COMMON EXCAVATION FOR  
PRELIMINARY SITE GRADING

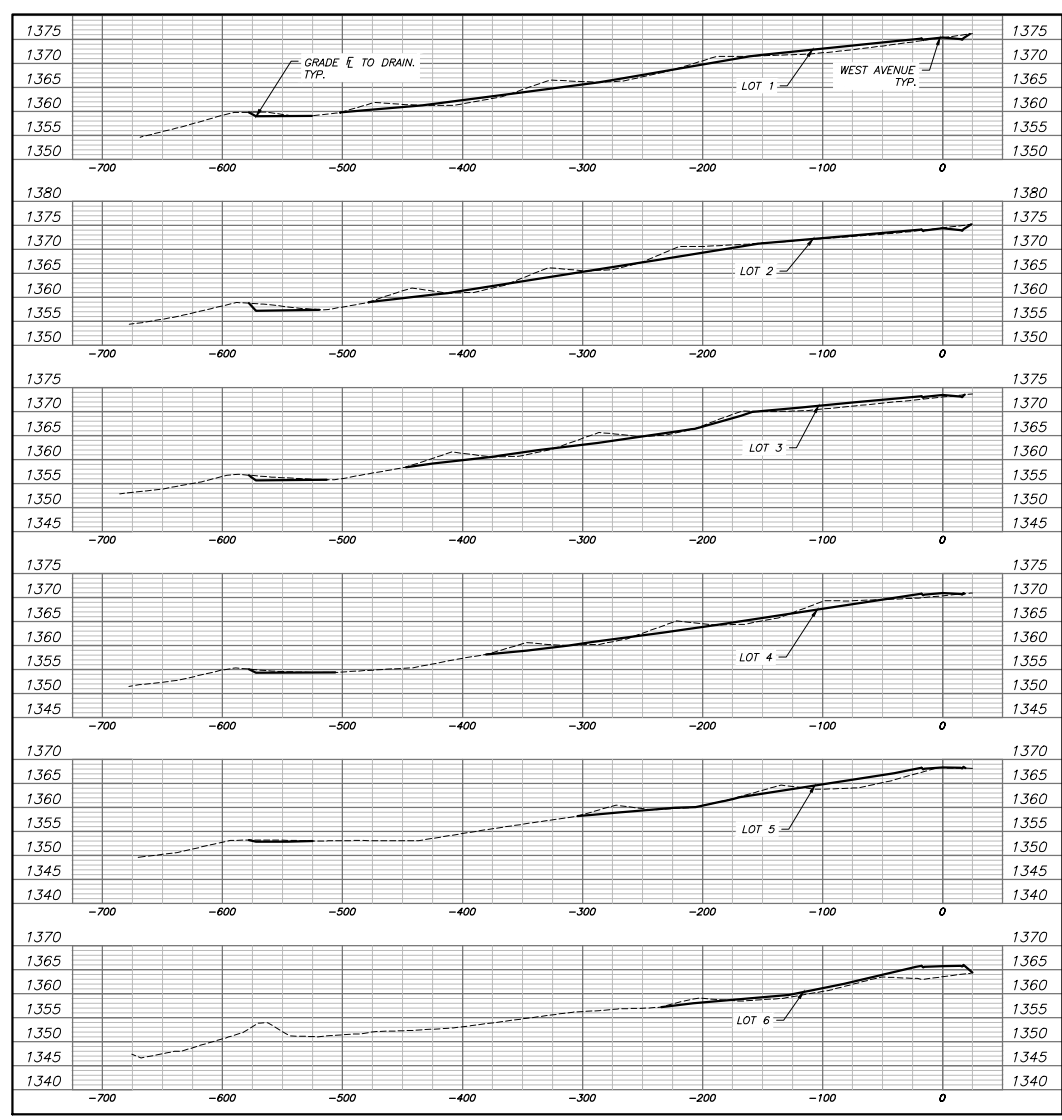
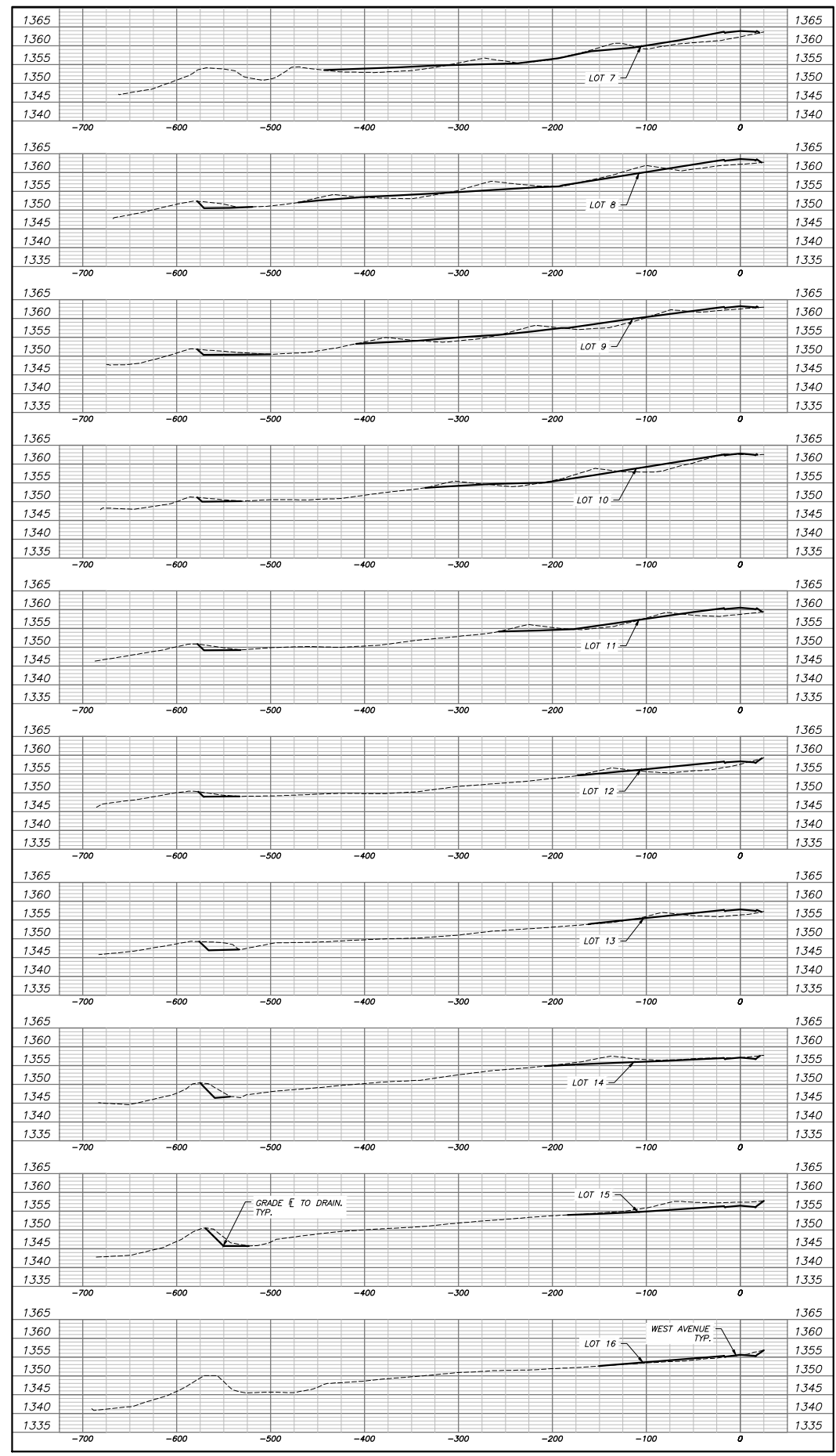


Date	Description

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HARPER COUNTY  
GROWTH INITIATIVE  
HARPER COUNTY, KANSAS  
2022 BASE GRANT PROJECT



Date	Description

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 SUNRISE GRADING  
 CROSS SECTIONS

Sheet:  
**C-102**

To: Anthony City Commission

Re: Chief of Police report

From: Kenny Hodson

Date: 11-05-2024

We are investigating a fraud report that happened in the 400 block of N. Jefferson

We arrested Jarid Wilson on drug charges

We investigated a criminal damage to property case in the 300 block of S. Lincoln and turned the case over to the CA for possible charges

We investigated a domestic disturbance in the 800 block of N. Jennings and turned the case over to the CA for possible charges

I had the city mow some properties on N. LL&G

We helped with the Halloween parade

## DEPARTMENT REPORTS

November 5, 2024

### Electric Production

At the lake we have been picking up a lot of tree limbs and trash from all the wind lately, been trying to get the lake mowed all the way around one last time for the year so we can start on some off season projects.

At the power plant we have been working on cleaning up some areas that don't get much attention and doing our final yard work/ mowing.

NC & TM finished out the month meter reading and getting all the no reads gathered up.

LB hosted a virtual EMP-2 meeting for the month on the outlook of current and future power supply and projects in our energy group. Lots of good information was shared.

Been working on getting us back our fourth personnel at the power plant and many other things.

### Water/Wastewater

10/14 Rounds, winterized the restrooms, cleaned out the lake restrooms, worked on clearing weeds out of the sewer ponds.

10/21 Rounds, leak repair 216 S. Springfield, leak repair 131 N. 5<sup>th</sup>, pulled one fountain from water plant for trouble shooting.

10/28 Rounds, trouble shot fountain, rebuilt a lift station pump, cleaned the shop, worked on removing weeds from sewer plant.

### Street

Regular grading Town and Lake

Finished Mowing for the year

Cleaned and serviced mowers

Hauled tree limbs for line crew

Removed fallen tree east Summit

Continue to clean and lock Hall

Took down fence, bleachers and cleaned out field house at warrior field.

### Electric Distribution

Fixed pole top pin in rural.  
Had 9 non-pay turnoffs.  
Had an outage at 845 N. Springfield. Cause from wildlife.  
Removed power from Warrior Field.  
Report of lights blinking at 541 S Anthony. Unknown Cause.  
Replaced 50 Amp fuse holder at the Airport.  
Hung a dusk to dawn light at 449 W. Hwy2  
Replaced bad transformer and meter loop at 781 SE 10 Ave.  
Programed Celco electric meters for Delivered and Received KWH.  
Replaced broken jumper wire at Prairie Belting.  
Replaced A5 power pole at 461 N. W. 60 Ave.  
Took down Summer Banners and put up Veteran Banners.  
Replaced 4 pressure gauges on Truck #9.  
Serviced Truck #9.  
Replaced rear brake caliper on Truck #1.  
Turn On/Off Orders  
Just Read Orders  
Locates