



City Commission Regular Meeting

Tuesday, July 01, 2025 at 6:00 PM
Commission Chambers, 124 S Bluff, Anthony, KS 67003

AGENDA

OPENING

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

PUBLIC COMMENT

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

1. Introduction of New Employee - Bridget Mattingly, Utility Billing Clerk

CONSENT AGENDA

- [2.](#) Approve Regular Meeting Minutes of June 17, 2025
- [3.](#) Approve Special Meeting Minutes of June 19, 2025
- [4.](#) Special Appropriations

Fund #34 Street Improvements - EBH \$659.18 -Engineering CCLIP KA-6909-01

- [5.](#) Appropriation Ordinance No 3217 \$119,148.68
- [6.](#) Approve 07.01.2025 Payroll \$71,302.46
- [7.](#) Approve KDOT Grant Agreement No. AV-2026-02 \$153,000 for JetA Fuel System - Match Commitment \$17,000
8. Reappoint Larry Berry KMGA Director for 2-Year Term to Expire 8/31/27
9. Approve to Bid Stock Electrical Wire
 - 500' #2 THHN Copper Wire
 - 500' 1/0 THHN Copper Wire
 - 500' 2/0 THHN Copper Wire
- [10.](#) Approve June 2025 Court Report

- [11.](#) Approve Pay Request #14 KDOT Project No. KA-6909-01 \$659.18 EBH Engineering to EBH for FY25 CCLIP Main & Anthony

PUBLIC HEARINGS - NONE

REGULAR BUSINESS

- [12.](#) 2E Violation Notification Extension Request
13. Bid Opening Water Storage Maintenance RFQ
14. Bid Opening Garfield & LLG Farmland Lease
15. Bid Opening Airport Farmland Lease
- [16.](#) Approve Construction Bid CCLIP Project# 039 KA-6909-01 Main and Anthony
17. Appoint Land Bank Board of Trustees
- [18.](#) Approve Lot Purchase Applications and Lot Conveyance Agreements for Lots 1, 2, 8, and 9, Block 5 Sunrise 2nd Addition to Klausmeyer Construction
19. Pelican Street Sweeper Extended Warranty
20. Damage to Anthony Ball Fields
- [21.](#) Health Nuisance 463 S LL&G Jackson 2025
- [22.](#) Inoperable Vehicle 463 S LL&G Jackson 2025
- [23.](#) Health 536 S Kansas Foss II 2025
- [24.](#) Inoperable Vehicle 536 S Kansas Foss II 2025
- [25.](#) Health 311 N Franklin Stierwalt 2025
- [26.](#) Inoperable Vehicle 311 N Franklin Stierwalt 2025
27. **Discuss Concerns Regarding County Attorney**

STAFF REPORTS

- [28.](#) Administrator Report
- [29.](#) Chief of Police report
- [30.](#) Department Reports

EXECUTIVE SESSION - NONE

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, June 17, 2025 at 6:00 PM
Commission Chambers, 124 S Bluff, Anthony, KS 67003

MINUTES

OPENING

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

PRESENT

Mayor Greg Cleveland
Commissioner Sherrie Eaton
Commissioner Jan Lanie
Commissioner Eric Smith
Commissioner Howard Hatfield

City Administrator Cyndra Kastens, Police Chief Kenny Hodson, Deputy City Clerk Melinda Ewertz, Deputy Police Chief Nate Houston, Peter Bartley, Randy and Jacquie Wiseley

- Approval of Agenda

A motion was made to approve the agenda as presented.

Motion made by Acting Mayor Lanie, Seconded by Commissioner Smith.

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

PUBLIC COMMENT - None

CONSENT AGENDA

2. Approve Regular Meeting Minutes of June 3, 2025
3. Appropriations Requiring Special Approval Within App. Ord. 3216:
Fund #34 Capital Tree Board - Ron's Garden Center \$229.98 - Tree Purchase for IRA Grant
4. Appropriation Ordinance No 3216 \$581,258.60
5. Approve 6.17.2025 Payroll \$75,677.73

6. Approve FAA Asphalt Taxiway Grant Agreement No. 3-20-0002-016-2025 \$260,945 and Appoint City Administrator as the Authorized Representative to Execute the Documents
7. Approve to Include Treasurer Floor Repair and Office Kitchen Sink/Cabinet in Rehab Bid
8. Approve to Surplus Fire Department Equipment as Presented and Submit to Online Auction Services
9. Approve Renewal Investments:
 - Bank of the Plains-General-Renewal CD 32721 to CDAR \$25,000-24 months @ 3.99%
 - Bank of the Plains-Wayne Dennis-Renewal CD 32721 to CDAR \$50,000-24 months @ 3.99%
10. Approve New Investments:
 - Peoples Bank & Trust-General-CD 32703 \$70,000-24 months @ 4.15%
 - Peoples Bank & Trust-Street Capital Improvement-New investment \$250,000-6 months @ 4.15%

Acting Mayor Lanie asked if any items should be removed from the consent agenda. Hearing none, a motion was made to approve the consent agenda as presented.

Motion made by Commissioner Smith, Seconded by Commissioner Hatfield.

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

PUBLIC HEARINGS - NONE

REGULAR BUSINESS

11. Approve Engineering Plan for Anthony Lake Trail - Andrew Brunner, EBH Engineering

Andrew Brunner with EBH Engineering presented the draft engineering plan for the Anthony Lake Trail.

12. Commission Supports Harper County Drug Task Force

Deputy Chief Houston sought approval for participation in the legal formation of a County Wide Drug Task Force in partnership with the City of Attica, City of Harper, and Harper County to join forces in the fight against drugs for our communities. The Commission strongly supported this effort and guided the Deputy Chief to continue to work with the partnering entities to pursue steps toward legal formation.

13. Approve Ordinance No. G-2876 An Ordinance Establishing a City Land Bank

Administrator Kastens presented the ordinance to establish a Land Bank for the City of Anthony. After discussion, a motion was made to table Ordinance G-2876.

Motion made by Commissioner Hatfield, Seconded by Commissioner Smith.
 Voting Yea: Acting Mayor Lanie, Commissioner Smith, Commissioner Hatfield
 Voting Nay: Mayor Cleveland, Commissioner Eaton

A special meeting is set for June 19th, 2025, at 6:00 p.m. on the matter.

14. **Discussion on Vacant Property Registration Program**

Administrator Kastens sought guidance from the Commission as to whether they wanted the creation of a vacant property registration program to remain on her task list. After discussion, the Commission guided the Administrator to remove the task from the housing objectives list.

15. **Discussion on Grass Clippings Blown into the Street from Private Property**

The Commission discussed the on-going problem with property owners mowing and blowing their grass clipping into the public streets. The continued issue is causing a buildup of debris in the gutter area. This buildup is promoting overgrowth of weeds and grass in the gutters which can cause drainage issues and is unsightly community wide. After discussion, the Commission guided the Administrator to prepare an ordinance establishing a city code prohibiting this conduct.

16. **Marketing and Development Anthony, KS**

The Administrator informed the Commission of a potential marketing project with KWCH and sought guidance on participation. The Commission guided the Administrator to continue with the project to determine the proposed outline to evaluate further.

17. **Lake West Sewer System**

Administrator Kastens revisited the incomplete West Lake Cluster Sewer System at Anthony Lake explaining concern at the remaining cost and time commitment necessary to complete the project. After discussion, a motion was made to go out to bid. The bid would be for remaining materials and labor to complete the system, bidding by first half and second half of the system.

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

18. **Health Resolution No. 1153 526 S Lincoln Smith 2025**

RESOLUTION NO. 1153

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

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

WHEREAS, that a health nuisance has developed in Lot Thirteen (13) in Block Eight (8) of Meig's Addition, in the City of Anthony, Harper County, Kansas; as shown by the recorded Plat thereof, 526 S. Lincoln Ave, Anthony, Kansas.

WHEREAS, Notice of Violations was served in person to the property owner of record Chance Smith, on 05/28/2025 by Officer Hyrst.

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

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

BE IT RESOLVED BY THE CITY COMMISSION that the Public Officers and other Agents of the City of Anthony are authorized to abate the conditions causing the violations at the end of June 27, 2025, and;

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

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

ADOPTED at Anthony, Kansas, this 17th day of June, 2025.

A motion was made to approve Resolution No. 1153.

Motion made by Mayor Cleveland, Seconded by Acting Mayor Lanie.

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

19. **Health Resolution No. 1154 512 S Lincoln Turner 2025**

RESOLUTION NO. 1154

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

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

WHEREAS, that a health nuisance has developed in Lot Five (5) in Block Eight (8) in Meig's Addition in the City of Anthony, Harper County, Kansas, 512 S. Lincoln, Anthony, Kansas 67003.

WHEREAS, Notice of Violations has been served to the property owner of record, Daniel A. & David E. Turner, 534 S Bluff, Anthony, KS 67003;

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

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

BE IT RESOLVED BY THE CITY COMMISSION that the Public Officers and other Agents of the City of Anthony are authorized to abate the conditions causing the violations at the end of June 27, 2025; and

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

If any assessments levied pursuant to unpaid costs remain for a period of one year or more after their initial levy the City may collect the amount due in the same manner as a personal debt of the property owner to the City by bringing an action in District Court. Interest will accrue from and after the date a delinquency occurs. The City may pursue collection by levying a special assessment in addition to any other manner provided by law.

ADOPTED at Anthony, Kansas, this 17th day of June 2025.

A motion was made to approve Resolution No. 1154.

Motion made by Commissioner Smith, Seconded by Commissioner Hatfield.

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

20. **Inoperable Vehicle Resolution No. 1155 311 N Franklin Stierwalt 2025**

RESOLUTION NO. 1155

A RESOLUTION AUTHORIZING THE PUBLIC OFFICERS OR OTHER AGENTS OF THE CITY TO ABATE INOPERABLE VEHICLES AS AUTHORIZED BY ARTICLE 3 OF CHAPTER VII OF THE CITY OF ANTHONY CITY CODE.

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

WHEREAS, that a vehicle nuisance has developed in ANTHONY AKA OUTBKS , BLOCK 03 , Lot 006. , in the City of Anthony, Harper County, Kansas, as shown by the recorded plat thereof, 311 N Franklin, Anthony, KS 67003.

WHEREAS, Notice of Violations has been mailed to the property owner of record by certified mail, Greg & Marla Stierwalt 1202 West 8th St Harper, Ks 67058. Notice was returned unclaimed to the City of Anthony.

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

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

BE IT RESOLVED BY THE CITY COMMISSION that the Public Officers and other Agents of the City of Anthony are authorized to abate the conditions causing the violations at the end of June 27, 2025; and

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

If any assessments levied pursuant to unpaid costs remain for a period of one year or more after their initial levy the City may collect the amount due in the same manner as a personal debt of the property owner to the City by bringing an action in District Court. Interest will accrue from and after the date a delinquency occurs. The City may pursue collection by levying a special assessment in addition to any other manner provided by law.

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

ADOPTED at Anthony, Kansas, this 17th day of June 2025.

A motion was made to approve inoperable vehicle Resolution No. 1155.

Motion made by Commissioner Eaton, Seconded by Acting Mayor Lanie.

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

21. Health Resolution No. 1156 311 N Franklin Stierwalt 2025

RESOLUTION NO. 1156

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

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

WHEREAS, that a health nuisance has developed in ANTHONY AKA OUTBKS , BLOCK 03 , Lot 006., in the City of Anthony, Harper County, Kansas; as shown by the recorded Plat thereof, 311 N Franklin, Anthony, Kansas.

WHEREAS, Notice of Violations have been mailed to the property owner of record by certified mail to Gregory & Marla Stierwalt 1202 West 8th St Harper, Ks 67058; Notice was returned unclaimed to the City of Anthony.

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

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

BE IT RESOLVED BY THE CITY COMMISSION that the Public Officers and other Agents of the City of Anthony are authorized to abate the conditions causing the violations at the end of June 27, 2025; and

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

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

ADOPTED at Anthony, Kansas, this 17th day of June, 2025.

A motion was made to approve Resolution No. 1156.

Motion made by Commissioner Eaton, Seconded by Acting Mayor Lanie.

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

22. **Health Resolution No. 1157 301 S Bluff Fuqua 2025**

RESOLUTION NO. 1157

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

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

WHEREAS, that a health nuisance has developed in Lots Seventeen (17) and Eighteen (18) in Block Seventy-seven (77) in the City of Anthony, Harper County, Kansas; as shown by the recorded Plat thereof, 301 S. Bluff, Anthony, Kansas.

WHEREAS, Notice of Violations has been served to the property owner of record, Bryan Fuqua 502 E Main Anthony, KS 67003-0121;

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

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

BE IT RESOLVED BY THE CITY COMMISSION that the Public Officers and other Agents of the City of Anthony are authorized to abate the conditions causing the violations at the end of June 27, 2025; and

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

If any assessments levied pursuant to unpaid costs remain for a period of one year or more after their initial levy the City may collect the amount due in the same manner as a personal debt of the property owner to the City by bringing an action in District Court. Interest will accrue from and after the date a delinquency occurs. The City may pursue collection by levying a special assessment in addition to any other manner provided by law.

ADOPTED at Anthony, Kansas, this 17th day of June 2025.

A motion was made to approve Resolution No. 1157.

Motion made by Commissioner Smith, Seconded by Commissioner Hatfield.

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

23. **Health Resolution No. 1158 219 S Bluff Delgado 2025**

RESOLUTION NO. 1158

A RESOLUTION AUTHORIZING THE PUBLIC OFFICERS

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

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

WHEREAS, that a health nuisance has developed in ANTHONY , BLOCK 64 , Lot 013 14, in the City of Anthony, Harper County, Kansas; as shown by the recorded Plat thereof, 219 S Bluff, Anthony, Kansas.

WHEREAS, Notice of Violations have been served in person to the property owner of record Hermelinda & Byron Delgado 423 S Springfield, Anthony, KS 67003 on 05/08/2025 by Officer Brown.

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

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

BE IT RESOLVED BY THE CITY COMMISSION that the Public Officers and other Agents of the City of Anthony are authorized to abate the conditions causing the violations at the end of June 27, 2025; and

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

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

ADOPTED at Anthony, Kansas, this 17th day of June 2025.

A motion was made to approve Resolution No. 1158.

Motion made by Acting Mayor Lanie, Seconded by Commissioner Eaton.

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

24. Approval to make Emergency Purchase for Pool Diving Board

Administrator Kastens revisited the June 3rd approval to replace the diving board at the swimming pool with Pool Capital Funds. Quotes are exceeding the Administrator spending authority. Due to the time involved in the sealed bid process and the condition of the current board, a motion was made to make it an emergency purchase and buy the board.

Motion made by Commissioner Hatfield, Seconded by Acting Mayor Lanie.

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

STAFF REPORTS

25. Administrator Report

The Administrator provided a written report on EPA Tech Assistance, FAA Entitlement Dollars, CDBG Housing Grant, Municipal Hall Donation, Friendship Meals Update, Annual KDHE Water Inspection, City Software Transition, Budget, Farmland Leases, IRA Tree Grant, Airport AWOS, Airport Eco Devo Webinar, Tornado Drill, Anthony Community Care Center, Sunrise 2nd, Street Sealing, Main Street Weeds, Anthony Lake, and Kayaking.

26. Chief of Police report

We sent out several weed notices.

We inspected several properties for health code violations.

Re-inspected some properties from previous notices.

I went to the County Commission meeting and got permission to put the Narcan dispenser in the Health Department.

I talked to the contractor and cabin owner about putting two large trees into the lake.

Officer Ianson Hurst last day was 06-12-25.

We investigated one minor traffic accident.

We investigated a verbal disturbance in the 300 block N. Jennings

27. Department Reports

Department activity updates were provided for Electric Distribution, Power Plant/Lake, Street, Water/Wastewater and Mechanic.

EXECUTIVE SESSION

28. Executive Session to Discuss Staffing Pursuant to “Personnel Matters of NonElected Personnel, K.S.A. 75-4319 (b) (1).”

At 7:50 p.m. Acting Mayor Lanie made a motion to go into Executive Session for 10 minutes until 8:00 p.m. to discuss Staffing Pursuant to “Personnel Matters of Nonelected Personnel, K.S.A. 75-4319 (b) (1).” Commissioner Hatfield Seconded the motion. Motion Carried. The commission chambers were cleared with the Commissioners and City Administrator remaining present.

At 8:00 p.m. Commissioner Eaton made a motion to extend for 5 minutes until 8:05 p.m. Acting Mayor Lanie seconded. Motion carried.

At 8:05 p.m. Commissioner Eaton made a motion to extend for 5 minutes until 8:10 p.m. Acting Mayor Lanie seconded. Motion carried.

At 8:10 p.m. Acting Mayor Lanie called the regular meeting back to order. No binding action was taken.

ADJOURNMENT

A motion was made to adjourn the meeting.

Motion made by Acting Mayor Lanie, Seconded by Commissioner Hatfield.

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

Greg Cleveland, Mayor

Cyndra Kastens, City Clerk/Administrator



City Commission Special Meeting

Thursday, June 19, 2025 at 6:00 PM
Commission Chambers, 124 S Bluff, Anthony, KS 67003

MINUTES

CALL TO ORDER

Mayor Cleveland called the Special Meeting to Order at 6:00 p.m.

ROLL CALL

PRESENT

Mayor Greg Cleveland
Commissioner Jan Lanie
Commissioner Eric Smith
Commissioner Howard Hatfield

City Administrator Cyndra Kastens, Deputy City Clerk Melinda Ewertz, Eco/Devo Chairperson Curt Miller, Peter Bartley

ABSENT

Commissioner Sherrie Eaton

PUBLIC COMMENT - None

ITEMS OF BUSINESS

1. **Un-table Ordinance No. G-2876**

A motion was made to untable Ordinance No. G-2876 Land Bank.

Motion made by Mayor Cleveland, Seconded by Commissioner Smith.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Smith, Commissioner Hatfield. Motion Carried.

2. **Approved Ordinance No. G-2876 an Ordinance Establishing a City Land Bank**

A motion was made to approve Ordinance No. G-2876.

Motion made by Commissioner Lanie, Seconded by Commissioner Hatfield.

A roll call vote was taken Mayor Cleveland-Yea, Commissioner Lanie-Yea, Commissioner Smith-Yea, Commissioner Hatfield-Yea. Motion Carried.

ADJOURNMENT

A motion was made to adjourn the meeting.

Motion made by Mayor Cleveland, Seconded by Commissioner Hatfield.

Voting Yea: Mayor Cleveland, Commissioner Lanie, Commissioner Smith, Commissioner Hatfield.

Motion Carried.

Greg Cleveland, Mayor

Cyndra Kastens, City Clerk/Administrator



Evans, Bierly, Hutchison & Associates, P.A.
 1105 Williams Great Bend, KS 67530
 620.793.8411

Cyndra Kastens
 City Clerk
 124 S Bluff Ave
 Anthony, KS 67003

Date 24-Jun-25
Project No. 39 KA-6909-01
CMS No. 17232154
KDOT Agreement No. 490-23
For Services from 5/25/2025 through 6/21/2025
Billing Statement No. Fourteen (14)

Direct Payroll

Labor	Title	Hours	Rate	Extension	Totals
J. Krossschell***	Project Engineer	3	\$48.25	\$144.75	
J. Krossschell	Project Engineer O/T		\$72.38	\$0.00	
T. McCann***	Engineering Technician		\$31.50	\$0.00	
D. Hall	Survey Technician		\$35.75	\$0.00	
F. Feemster	Survey Technician		\$29.75	\$0.00	
F. Feemster	Survey Technician O/T		\$44.63	\$0.00	
C. Feemster	Survey Technician		\$17.50	\$0.00	
C. Feemster	Survey Technician O/T		\$26.25	\$0.00	
D. Abbott	Engineering Technician		\$30.50	\$0.00	

Direct Salaries	\$144.75	
General Overhead 148.14% of Labor	\$214.43	
Net Fee This Statement:	\$300.00	
Total Direct Payroll, Overhead & Net Fee		\$659.18

Direct Expenses:

Per Diem & Subsistence

Mileage

Motel

Equipment Rental

Total Direct Expenses

Total Cost Claimed **\$659.18**

Signature



Company Representative Name

6-24-25

Date

*** Pay Increase

BALANCE SHEET
CALENDAR 7/2025, FISCAL 7/2025

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL
01-00-0010	GENERAL OPERATING	26,122.90-	1,039,906.37
02-00-0010	WATER	18,670.58-	840,097.68
03-00-0010	ELECTRIC	47,645.52-	983,088.43
04-00-0010	SALES TAX & STATE FEES		40,726.07
05-00-0010	SEWAGE DISPOSAL	9,634.32-	507,148.03
10-00-0010	EMP INSURANCE/BENEFIT	52,984.28-	382,458.71
12-00-0010	AIRPORT	39.04-	77,648.41
14-00-0010	INDUSTRIAL DEVELOPMENT		20,694.36
15-00-0010	ECONOMIC DEVELOPMENT	157.79-	136,678.70
16-00-0010	SERVICE DEPOSIT		93,139.28
17-00-0010	SPECIAL STREETS & HIGHWAY		301,350.20
18-00-0010	PUBLIC RELIEF		24,647.02
19-00-0010	WATER UTILITY RESERVE		244,277.72
21-00-0010	WWTF LOAN 2000		94,191.51
23-00-0010	WATER DEBT SVC RESERVE S2013		50,353.97
24-00-0010	BOND & INTEREST		20,020.00
26-00-0010	RECREATION COMMISSION	6,783.35-	48,046.78
29-00-0010	RECREATION		3,459.41
30-00-0010	MUNICIPAL EQUIPMENT RESERVE		192,098.57
32-00-0010	SPECIAL PARKS & RECREATION		39,203.71
34-00-0010	CAPITAL IMPROVEMENT	5,263.66-	4,261,691.88
37-00-0010	GO BONDS S2010 POOL		21,383.29
40-00-0010	ELECTRIC UTILITY RESERVE		1,559,835.43
41-00-0010	EL UTIL S2017 REV BOND		198,679.63
45-00-0010	SEWER RESERVE		155,000.00
47-00-0010	WILDLIFE AND PARKS GRANT		446,849.41
50-00-0010	WAYNE DENNIS INVESTMENT FUND		1,000,141.35
54-00-0010	DEBT RES. WATER 2013		199,101.69
58-00-0014	CDBG		43,895.00-
61-00-0010	MUNICIPALITIES FIGHT ADDICTION	2,045.14-	8,471.09
62-00-0010	PUBLIC PURPOSES FUND	250.86-	2,369.14
81-00-0010	WASTEWATER LAGOON CLEANING		198,800.00
82-00-0010	WATER/EQUIPMENT REPLACEMENT		105,655.86
83-00-0010	ELECTRIC/EQUIP REPLACEMENT		4,274,246.08
85-00-0010	SEWER/EQUIPMENT REPLACEMENT		114,005.71
89-00-0010	TRANS GUEST APPROVED		11.50
96-00-0010	WAYNE DENNIS FUNDS		40,235.21
97-00-0011	DT REVIT. REVOLVING LOAN		.56
98-00-0010	TRANSIENT GUEST TAX		8,061.86
		=====	=====
	PROOF	169,597.44-	17,689,879.62
		=====	=====

CLAIMS REPORT

Check Range: 6/19/2025- 7/02/2025

#3217

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL OPERATING					
ANTHONY REPUBLICAN	1 YEAR SUBSCRIPTION	119.40	60397	7/02/25	
PATTERSON HEALTH CENTER	JUNE DUES	38.59	60398	7/02/25	
BOMGAARS SUPPLY, INC	TRASHBAGS	14.99	60400	7/02/25	
CITY OF ANTHONY	PD POSTAGE	521.57	12499151	6/24/25	
IRS	7/1/25 PR	5,218.38	12499155	7/01/25	
FOLEY INDUSTRIES	#46 GRADER BLADES	1,424.16	60404	7/02/25	
GALLS INCORPORATED	PD NATE PANTS	90.99	60405	7/02/25	
HARPER INDUSTRIES, INC	#75 DEWEZE DECK MOTOR	1,187.43	60407	7/02/25	
HAZEL'S SHEET METAL INC	WEST PARK TOILET REPAIR	11.93	60408	7/02/25	
GREAT-WEST FINANCIAL	7/1/25 PR	494.26	12499152	7/01/25	
KPERS	7/1/25 PR	3,514.49	12499153	7/01/25	
KANSAS PAYMENT CENTER	7/1/25 PR	310.29	12499154	7/01/25	
MATTHEW W RICKE ATTY AT LAW LL	COURT	80.00	60413	7/02/25	
MOTOROLA SOLUTIONS,, INC	PD BATTERY CHARGER	157.25	60414	7/02/25	
SALINA SUPPLY CO.	EAST PARK TOILET	482.78	60417	7/02/25	
SURVEYING & MAPPING, LLC	ZONING PERMITS GIS UPDATE LAYE	625.00	60418	7/02/25	
TERMINIX PROCESSING CENTER	HALL PEST CONTROL	92.00	60420	7/02/25	
VISION SERVICE PLAN	JULY	175.99	12499157	7/01/25	

01 GENERAL OPERATING TOTAL 14,559.50

WATER					
AJ REPAIR	#20 RELEARN/REPROGRAM COMPUTER	123.05	60396	7/02/25	
ANTHONY REPUBLICAN	W/WW HELP WANTED	26.50	60397	7/02/25	
PATTERSON HEALTH CENTER	JUNE DUES	6.12	60398	7/02/25	
THE ATTICA INDEPENDENT	HELP WANTED W/WW	14.00	60399	7/02/25	
BOMGAARS SUPPLY, INC	#11 FUEL TREATMENT/OIL	9.74	60400	7/02/25	
MARIEA BRIGGS	JULY CAMP HOST FUEL	200.00	60401	7/02/25	
CITY OF ANTHONY	OFFICE MAILINGS	15.54	12499151	6/24/25	
CITY OF ANTHONY	REIMB JULY BCBS	5,313.19	60402	7/02/25	
IRS	7/1/25 PR	2,312.36	12499155	7/01/25	
THE HARPER ADVOCATE	W/WW HELP WANTED	35.00	60406	7/02/25	
GREAT-WEST FINANCIAL	7/1/25 PR	53.14	12499152	7/01/25	
KPERS	7/1/25 PR	1,530.01	12499153	7/01/25	
KANSAS PAYMENT CENTER	7/1/25 PR	84.24	12499154	7/01/25	
KINGMAN LEADER-COURIER	W/WW HELP WANTED	30.63	60410	7/02/25	
LIBERTY NATIONAL		5.25-	12499158	7/01/25	
MUTUAL OF OMAHA	JULY'S LIFE INS	38.41	12499156	7/01/25	
SURVEYING & MAPPING, LLC	ZONING PERMITS GIS UPDATE LAYE	625.00	60418	7/02/25	
TERMINIX PROCESSING CENTER	OFFICE PEST CONTROL	45.67	60420	7/02/25	
VISION SERVICE PLAN	JULY	58.09	12499157	7/01/25	
WHEATLAND ELECTRIC COOP INC	LAKE LIGHTS/TRANSDUCER	46.10	60422	7/02/25	

02 WATER TOTAL 10,561.54

ELECTRIC					
PATTERSON HEALTH CENTER	JUNE DUES	14.85	60398	7/02/25	
BOMGAARS SUPPLY, INC	#11 FUEL/OIL/NUTS/BOLTS/FILTER	108.00	60400	7/02/25	
CITY OF ANTHONY	OFFICE MAILINGS	15.54	12499151	6/24/25	
CITY OF ANTHONY	REIMB JULY BCBS	15,342.49	60402	7/02/25	
IRS	7/1/25 PR	6,244.99	12499155	7/01/25	
GREAT-WEST FINANCIAL	7/1/25 PR	695.71	12499152	7/01/25	
KPERS	7/1/25 PR	4,186.84	12499153	7/01/25	

CLAIMS REPORT

Check Range: 6/19/2025- 7/02/2025

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
KANSAS PAYMENT CENTER	7/1/25 PR		86.15	12499154	7/01/25
LIBERTY NATIONAL	JULY		112.33	12499158	7/01/25
MANHATTANLIFE ASSURANCE COMP	CANCER INS		66.22	60412	7/02/25
MUTUAL OF OMAHA	JULY'S LIFE INS		84.50	12499156	7/01/25
SURVEYING & MAPPING, LLC	ZONING PERMITS GIS UPDATE LAYE		625.00	60418	7/02/25
SMC TECHNOLOGIES	COOLING TOWER CHEM		1,553.53	60419	7/02/25
TERMINIX PROCESSING CENTER	OFFICE PEST CONTROL		45.67	60420	7/02/25
VISION SERVICE PLAN	JULY		191.87	12499157	7/01/25
WAXIE SANITARY SUPPLY	PLANT DUST MOPS		85.82	60421	7/02/25
WHEATLAND ELECTRIC COOP INC	LAKE LIGHTS/TRANSDUCER		18.08	60422	7/02/25
03 ELECTRIC TOTAL			29,477.59		
SEWAGE DISPOSAL					
ANTHONY REPUBLICAN	W/WW HELP WANTED		26.50	60397	7/02/25
PATTERSON HEALTH CENTER	JUNE DUES		26.44	60398	7/02/25
THE ATTICA INDEPENDENT	HELP WANTED W/WW		14.00	60399	7/02/25
CITY OF ANTHONY	OFFICE MAILINGS		15.54	12499151	6/24/25
CITY OF ANTHONY	REIMB JULY BCBS		2,830.23	60402	7/02/25
IRS	7/1/25 PR		1,080.36	12499155	7/01/25
THE HARPER ADVOCATE	W/WW HELP WANTED		35.00	60406	7/02/25
HAZEL'S SHEET METAL INC	RV DUMP VACUUM BREAKER		65.71	60408	7/02/25
GREAT-WEST FINANCIAL	7/1/25 PR		19.03	12499152	7/01/25
KPERS	7/1/25 PR		794.90	12499153	7/01/25
KANSAS PAYMENT CENTER	7/1/25 PR		47.58	12499154	7/01/25
KINGMAN LEADER-COURIER	W/WW HELP WANTED		30.62	60410	7/02/25
MUTUAL OF OMAHA	JULY'S LIFE INS		11.68	12499156	7/01/25
SURVEYING & MAPPING, LLC	ZONING PERMITS GIS UPDATE LAYE		625.00	60418	7/02/25
TERMINIX PROCESSING CENTER	OFFICE PEST CONTROL		45.66	60420	7/02/25
VISION SERVICE PLAN	JULY		6.89	12499157	7/01/25
05 SEWAGE DISPOSAL TOTAL			5,675.14		
EMPLOYEE BENEFIT					
BCBS OF KANSAS	JULY 2025		36,504.94	12499159	7/01/25
CITY OF ANTHONY	REIMB JULY BCBS		12,406.96	60402	7/02/25
MUTUAL OF OMAHA	JULY'S LIFE INS		88.61	12499156	7/01/25
10 EMPLOYEE BENEFIT TOTAL			49,000.51		
AIRPORT					
IRS	7/1/25 PR		5.52	12499155	7/01/25
HEARTLAND MERCHANT	AIRPORT CC MACHINE		141.31	12499150	6/24/25
KPERS	7/1/25 PR		5.98	12499153	7/01/25
KANSAS PAYMENT CENTER	7/1/25 PR		2.51	12499154	7/01/25
VISION SERVICE PLAN	JULY		.07	12499157	7/01/25
12 AIRPORT TOTAL			155.39		
ECONOMIC DEVELOPMENT					
ANTHONY REPUBLICAN	SUNRISE 2ND GROUND BREAKING		140.80	60397	7/02/25
BOMGAARS SUPPLY, INC	SUNRISE 2ND POTTING SOIL		16.99	60400	7/02/25
CITY OF ANTHONY	SUNRISE 2ND EASMENT		182.00	12499151	6/24/25

CLAIMS REPORT

Check Range: 6/19/2025- 7/02/2025

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
15 ECONOMIC DEVELOPMENT TOTAL			339.79		
SPECIAL STREETS & HIGHWAY HCCF	BASE GRANT MATCH SUNRISE 2ND		831.47	60386	6/19/25
17 SPECIAL STREETS & HIGHWAY TOTAL			831.47		
RECREATION COMMISSION IRS	7/1/25 PR		988.09	12499155	7/01/25
26 RECREATION COMMISSION TOTAL			988.09		
CAPITAL IMPROVEMENT FUND EVANS-BIERLY-HUTCHISON & ASSOC FY25 CCLIP ANTHONY & K44 LITTLE RICHARD'S POOL & SPA, I DIVING BOARD			659.18 4,604.48	60403 60411	7/02/25 7/02/25
34 CAPITAL IMPROVEMENT FUND TOTAL			5,263.66		
MUNICIP FIGHT ADDICTION ILLINOIS SUPPLY COMPANY NIMCO, INC	NARCAN DISPENSER FAIR EDUCATION SUPPLIES		1,014.00 1,031.14	60409 60415	7/02/25 7/02/25
61 MUNICIP FIGHT ADDICTION TOTAL			2,045.14		
PUBLIC PURPOSES FUND RON'S GARDEN CENTER	SUE MOYER MEM-TREES		250.86	60416	7/02/25
62 PUBLIC PURPOSES FUND TOTAL			250.86		
Accounts Payable Total			119,148.68		

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

FUND	NAME	AMOUNT
01	GENERAL OPERATING	14,559.50
02	WATER	10,561.54
03	ELECTRIC	29,477.59
05	SEWAGE DISPOSAL	5,675.14
10	EMPLOYEE BENEFIT	49,000.51
12	AIRPORT	155.39
15	ECONOMIC DEVELOPMENT	339.79
17	SPECIAL STREETS & HIGHWAY	831.47
26	RECREATION COMMISSION	988.09
34	CAPITAL IMPROVEMENT FUND	5,263.66
61	MUNICIP FIGHT ADDICTION	2,045.14
62	PUBLIC PURPOSES FUND	250.86

	TOTAL FUNDS	119,148.68

REVENUE & EXPENSE REPORT

CALENDAR 7/2025, FISCAL 7/2025

PCT OF FISCAL YTD **58.3%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	TOTAL REVENUE	.00	810,294.43	1,222,716.00	412,421.57
	TOTAL EXPENSES	27,070.07	589,517.55	1,465,958.00	876,440.45
		=====	=====	=====	=====
	GENERAL OPERATING TOTAL	27,070.07-	220,776.88	243,242.00-	464,018.88-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	508,683.09	998,950.00	490,266.91
	TOTAL EXPENSES	19,100.51	420,211.24	1,164,701.00	744,489.76
		=====	=====	=====	=====
	WATER TOTAL	19,100.51-	88,471.85	165,751.00-	254,222.85-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	1,859,470.28	5,168,000.00	3,308,529.72
	TOTAL EXPENSES	48,677.76	1,418,665.10	5,169,268.00	3,750,602.90
		=====	=====	=====	=====
	ELECTRIC TOTAL	48,677.76-	440,805.18	1,268.00-	442,073.18-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	57,280.86	.00	57,280.86-
	TOTAL EXPENSES	.00	57,760.41	.00	57,760.41-
		=====	=====	=====	=====
	SALES TAX & STATE FEES TOTAL	.00	479.55-	.00	479.55
		=====	=====	=====	=====
	TOTAL REVENUE	.00	276,656.48	554,500.00	277,843.52
	TOTAL EXPENSES	9,812.74	246,407.70	582,745.00	336,337.30
		=====	=====	=====	=====
	SEWAGE DISPOSAL TOTAL	9,812.74-	30,248.78	28,245.00-	58,493.78-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	435,373.45	735,488.00	300,114.55
	TOTAL EXPENSES	52,984.28	409,017.43	785,200.00	376,182.57
		=====	=====	=====	=====
	EMPLOYEE BENEFIT TOTAL	52,984.28-	26,356.02	49,712.00-	76,068.02-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	40,404.80	1,399,887.00	1,359,482.20
	TOTAL EXPENSES	42.42	86,634.32	1,406,051.00	1,319,416.68
		=====	=====	=====	=====
	AIRPORT TOTAL	42.42-	46,229.52-	6,164.00-	40,065.52
		=====	=====	=====	=====
	TOTAL REVENUE	.00	.00	1,000.00	1,000.00
	TOTAL EXPENSES	.00	293.74	21,824.00	21,530.26
		=====	=====	=====	=====
	INDUSTRIAL DEVELOPMENT TOTAL	.00	293.74-	20,824.00-	20,530.26-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	60.00	42,500.00	42,440.00
	TOTAL EXPENSES	157.79	2,070.08	193,509.00	191,438.92
		=====	=====	=====	=====

REVENUE & EXPENSE REPORT

CALENDAR 7/2025, FISCAL 7/2025

PCT OF FISCAL YTD 58.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	ECONOMIC DEVELOPMENT TOTAL	157.79-	2,010.08-	151,009.00-	148,998.92-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	6,410.00	.00	6,410.00-
	TOTAL EXPENSES	.00	100.00	.00	100.00-
		=====	=====	=====	=====
	SERVICE DEPOSIT TOTAL	.00	6,310.00	.00	6,310.00-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	26,618.51	56,010.00	29,391.49
	TOTAL EXPENSES	.00	10,051.23	264,472.00	254,420.77
		=====	=====	=====	=====
	SPECIAL STREETS & HIGHWAY TOTA	.00	16,567.28	208,462.00-	225,029.28-
		=====	=====	=====	=====
	TOTAL EXPENSES	.00	102.17	.00	102.17-
		=====	=====	=====	=====
	PUBLIC RELIEF TOTAL	.00	102.17-	.00	102.17
		=====	=====	=====	=====
	TOTAL REVENUE	.00	71,581.15	.00	71,581.15-
	TOTAL EXPENSES	.00	85,897.40	.00	85,897.40-
		=====	=====	=====	=====
	WWTF LOAN 2000 TOTAL	.00	14,316.25-	.00	14,316.25
		=====	=====	=====	=====
	TOTAL REVENUE	.00	82,958.90	.00	82,958.90-
	TOTAL EXPENSES	.00	199,101.35	.00	199,101.35-
		=====	=====	=====	=====
	WATER DEBT SERV 2013 TOTAL	.00	116,142.45-	.00	116,142.45
		=====	=====	=====	=====
	TOTAL REVENUE	.00	9,556.27	2,456.00	7,100.27-
	TOTAL EXPENSES	.00	.00	11,515.00	11,515.00
		=====	=====	=====	=====
	BOND & INTEREST TOTAL	.00	9,556.27	9,059.00-	18,615.27-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	53,831.38	68,977.00	15,145.62
	TOTAL EXPENSES	.00	53,831.38	68,977.00	15,145.62
		=====	=====	=====	=====
	LIBRARY TOTAL	.00	.00	.00	.00
		=====	=====	=====	=====
	TOTAL REVENUE	.00	69,157.86	128,963.00	59,805.14
	TOTAL EXPENSES	6,793.31	55,512.62	145,100.00	89,587.38
		=====	=====	=====	=====
	RECREATION COMMISSION TOTAL	6,793.31-	13,645.24	16,137.00-	29,782.24-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	65,939.71	106,463.00	40,523.29

REVENUE & EXPENSE REPORT

CALENDAR 7/2025, FISCAL 7/2025

PCT OF FISCAL YTD 58.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	TOTAL EXPENSES	.00	62,480.30	106,463.00	43,982.70
		=====	=====	=====	=====
	RECREATION CITY TOTAL	.00	3,459.41	.00	3,459.41-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	1,240.88	.00	1,240.88-
	TOTAL EXPENSES	.00	2,869.00	.00	2,869.00-
		=====	=====	=====	=====
	MUNICIPAL EQUIPMENT RESER TOTA	.00	1,628.12-	.00	1,628.12
		=====	=====	=====	=====
	TOTAL REVENUE	.00	5,244.76	7,152.00	1,907.24
	TOTAL EXPENSES	.00	5,995.09	45,173.00	39,177.91
		=====	=====	=====	=====
	SPECIAL PARKS & RECREATIO TOTA	.00	750.33-	38,021.00-	37,270.67-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	173,318.70	.00	173,318.70-
	TOTAL EXPENSES	5,263.66	346,756.76	.00	346,756.76-
		=====	=====	=====	=====
	CAPITAL IMPROVEMENT FUND TOTA	5,263.66-	173,438.06-	.00	173,438.06
		=====	=====	=====	=====
	TOTAL REVENUE	.00	6,892.50	.00	6,892.50-
	TOTAL EXPENSES	.00	518.75	.00	518.75-
		=====	=====	=====	=====
	GO BONDS S2010 POOL TOTAL	.00	6,373.75	.00	6,373.75-
		=====	=====	=====	=====
	TOTAL EXPENSES	.00	45,000.00	.00	45,000.00-
		=====	=====	=====	=====
	WILDLIFE AND PARKS GRANT TOTA	.00	45,000.00-	.00	45,000.00
		=====	=====	=====	=====
	TOTAL REVENUE	.00	250,000.00	.00	250,000.00-
		=====	=====	=====	=====
	WAYNE DENNIS INVESTMENT F TOTA	.00	250,000.00	.00	250,000.00-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	39,910.00	.00	39,910.00-
	TOTAL EXPENSES	.00	65,752.00	.00	65,752.00-
		=====	=====	=====	=====
	CDBG TOTAL	.00	25,842.00-	.00	25,842.00
		=====	=====	=====	=====
	TOTAL REVENUE	.00	1,059.52	10,000.00	8,940.48
	TOTAL EXPENSES	2,045.14	5,075.54	26,171.00	21,095.46
		=====	=====	=====	=====
	MUNICIP FIGHT ADDICTION TOTAL	2,045.14-	4,016.02-	16,171.00-	12,154.98-
		=====	=====	=====	=====

REVENUE & EXPENSE REPORT

CALENDAR 7/2025, FISCAL 7/2025

PCT OF FISCAL YTD **58.3%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	TOTAL REVENUE	.00	2,620.00	.00	2,620.00-
	TOTAL EXPENSES	250.86	250.86	.00	250.86-
		=====	=====	=====	=====
	PUBLIC PURPOSES FUND TOTAL	250.86-	2,369.14	.00	2,369.14-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	4,500.00	.00	4,500.00-
		=====	=====	=====	=====
	WASTEWATER LAGOON CLEANIN TOTA	.00	4,500.00	.00	4,500.00-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	3,137.95	.00	3,137.95-
	TOTAL EXPENSES	.00	11,576.43	.00	11,576.43-
		=====	=====	=====	=====
	ELECTRIC EQUIPMENT/REPLAC TOTA	.00	8,438.48-	.00	8,438.48
		=====	=====	=====	=====
	TOTAL REVENUE	.00	3,500.00	.00	3,500.00-
	TOTAL EXPENSES	.00	3,488.50	.00	3,488.50-
		=====	=====	=====	=====
	TRANSIENT GUEST APPROVED TOTA	.00	11.50	.00	11.50-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	36,181.24	.00	36,181.24-
	TOTAL EXPENSES	.00	16,540.00	.00	16,540.00-
		=====	=====	=====	=====
	WAYNE DENNIS FUNDS TOTAL	.00	19,641.24	.00	19,641.24-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	7,576.71	.00	7,576.71-
	TOTAL EXPENSES	.00	3,500.00	.00	3,500.00-
		=====	=====	=====	=====
	TRANSIENT GUEST TAX TOTAL	.00	4,076.71	.00	4,076.71-
		=====	=====	=====	=====
	Report Total	172,198.54-	704,482.48	954,065.00-	1,658,547.48-

PRUPDT00
07.14.22

Mon Jun 23, 2025 4:57 PM
PAID THROUGH 6/22/2025
CALENDAR 7/2025, FISCAL 7/2025 DATES 6/22/2025 -- 7/01/2025

City of Anthony KS
COST CENTER REPORT
FIRST PAY OF MONTH

OPER: JD
JRNL 4385
FIRST PAY OF MONTH

PAGE Item 6.

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.	31.88	.00	.00	.00	32.11	1531.97	.00	.00	.00	1537.11	310.54
102 POLICE	530.67	.00	.00	.00	558.92	11191.89	.00	.00	.00	11978.94	1435.55
103 FIRE	.57	.00	.00	.00	.57	16.68	.00	.00	.00	16.68	.00
104 STREET	339.79	.00	.00	.00	351.54	7409.67	.00	.00	.00	7652.96	627.67
105 GEN-ZONING	7.35	.00	.00	.00	7.35	380.62	.00	.00	.00	380.62	.00
107 PARK	53.50	.00	.00	.00	53.50	802.50	.00	.00	.00	802.50	.00
230 WATER-LAKE	133.17	.00	.00	.00	133.17	2240.08	.00	.00	.00	2240.08	.00
231 WATER-PRODUCTIO	4.00	.00	.00	.00	4.00	84.36	.00	.00	.00	84.36	.00
232 WATER-DISTRIBUT	280.25	.00	.00	.00	317.75	3475.63	.00	.00	.00	4297.45	485.39
233 WATER-COMM& GEN	97.48	.00	.00	.00	102.20	3104.58	.00	.00	.00	3214.96	.00
331 ELECTRIC-PROD	459.50	.00	.00	.00	545.00	6557.60	.00	.00	.00	8736.04	937.73
332 ELEC-DISTRIBUTI	630.65	.00	.00	.00	653.65	10419.67	.00	.00	.00	11041.43	1455.54
333 ELECTRIC-COMM	143.36	.00	.00	.00	148.32	5486.85	.00	.00	.00	5602.89	226.98
533 SEWER-COMM & GE	42.93	.50	.00	.00	43.77	982.52	13.50	.00	.00	1003.74	.00
534 SEWER-TREATMENT	221.65	.00	.00	.00	259.15	2263.53	.00	.00	.00	3085.35	.00
1201 AIRPORT	1.50	.00	.00	.00	1.50	36.00	.00	.00	.00	36.00	.00
2601 REC - GEN	5.75	.00	.00	.00	5.75	92.00	.00	.00	.00	92.00	.00
2621 REC - POOL	535.50	9.25	.00	.00	544.75	5568.51	165.75	.00	.00	5734.26	.00
2622 REC - BALL	18.00	11.00	.00	.00	29.00	288.00	198.00	.00	.00	486.00	.00
5102 OT GEN POLICE	.00	9.00	.00	.00	9.00	.00	315.70	.00	.00	315.70	.00
5232 OT WATER DIST	.00	27.00	.00	.00	27.00	.00	957.03	.00	.00	957.03	.00
5331 OT ELEC PROD	.00	4.00	.00	.00	4.00	.00	308.40	.00	.00	308.40	.00
5332 OT ELEC DIST	.00	10.00	.00	.00	10.00	.00	466.09	.00	.00	466.09	.00
5533 OT SEWER CM/GEN	.00	19.50	.00	.00	19.50	.00	674.17	.00	.00	674.17	.00
5534 OT SEWER TREAT	.00	12.00	.00	.00	12.00	.00	458.07	.00	.00	458.07	.00
6102 SHIFT GEN POLIC	.00	.00	.00	.00	199.25	.00	.00	.00	.00	99.63	.00
99999 DISTRIBUTED	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	785.76
TOTAL	3537.50	102.25	.00	.00	4072.75	61932.66	3556.71	.00	.00	71302.46	6265.16

KAIP
 CITY OF ANTHONY, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Anthony, Kansas** (the “Recipient”), collectively, the “Parties.”

RECITALS:

- A.** The Recipient has applied for, and the Secretary has approved, a Kansas Airport Improvement Program (KAIP) project to improve the Jet A Fuel System for the Anthony Municipal Airport, a Public Use General Aviation Airport as defined by K.S.A 75-5061(e).
- B.** The Secretary has approved the use of KAIP funds from the State’s General Aviation Airport Development Fund for this purpose, limited to the scope of the Project, as further described below.
- C.** The Secretary and the Recipient are empowered by the laws of Kansas to enter into agreements for the construction, planning, and maintenance of the Airport.
- D.** The Secretary and the Recipient desire to enter into this Agreement to participate in the cost of the Project through the use of state and local funds.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I: DEFINITIONS

The capitalized terms below have the following meanings when used in this Agreement:

1. **“Agreement”** means this written document, including all attachments and exhibits, both attached and incorporated by reference, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **“Airport”** means Anthony Municipal Airport, a Public Use General Aviation Airport, located at 15 NW 20th Avenue, Anthony, KS 67003.
3. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building, or pavement; and/or any drainage, dredging, excavation, grading, or similar work upon real property.

4. **“Construction Contingency Items”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, and/or demolishing any structure, building, or pavement; and/or any drainage, dredging, excavation, grading, or similar work upon real property.
5. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation, and other reengineering activities required during Construction of the Project.
6. **“Consultant”** means any engineering firm or other entity retained to perform consulting or design services for the Project.
7. **“Contractor”** means the entity awarded the Construction contract for the Project, and any subcontractors working for the Contractor or the Recipient with respect to the Project.
8. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement and as approved by the FAA.
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Expiration Date”** means one hundred twenty (120) days after the date the grant offer letter is mailed by the Secretary.
11. **“FAA”** means the Federal Aviation Administration, a federal agency of the United States.
12. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261, *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280, *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. § 65-3430, *et seq.*, Hazardous Waste.

13. **“KAIP”** means the Kansas Airport Improvement Program, administered by KDOT’s Division of Aviation.
14. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS 66603-3745.
15. **“Letting” or “Let”** means the process of receiving bids prior to an award of a Construction contract for any portion of the Project.
16. **“National Plan of Integrated Airport Systems (NPIAS) Airport”** as defined and designated by the FAA; the current list of which may be found at https://www.faa.gov/airports/planning_capacity/npias/current/.
17. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, reasonably determines are not Participating Costs.
18. **“Participating Costs”** means expenditures for items or services for the construction, planning, and maintenance of the Airport which are an integral part of the Project, as reasonably determined by the Secretary.
19. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the Recipient.
20. **“Preliminary Engineering” or “PE”** means pre-construction activities including, but not limited to, design work, generally performed by a consulting engineering firm that takes place before Letting.
21. **“Project”** means all phases and aspects of the endeavor that is the subject of this Agreement to be undertaken by the Recipient, being: Jet A Fuel System Improvements. The Recipient’s application for the Project is attached hereto and is incorporated into this Agreement by this reference.
22. **“Project Limits”** means that area of the Project, including all areas between and within the Right of Way boundaries as shown on the final Design Plans.
23. **“Public Use General Aviation Airport”** means any airport, as defined in K.S.A. § 75-5061(e), available for use by the general public for the landing and taking off of aircraft but shall not include any airport classified as a primary airport by the Federal Aviation Administration (FAA).
24. **“Recipient”** means the City of Anthony, Kansas, a public agency that is authorized to own and operate the airport, with its place of business at PO Box 504, 124 S Bluff, Anthony, KS 67003.

25. **“Right of Way”** means the real property and interests therein necessary for construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the final Design Plans.

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

27. **“Useful Life Period”** means a sufficient period of time, as specifically designated in this Agreement in Article IV to secure the investment of KAIP funds in the Project based on the nature and magnitude of Project costs and generally accepted economic or useful life cycle norms for the type of Construction involved in the Project.

ARTICLE II: FUNDING

1. **Funding.** The table below reflects the funding commitments of each Party. The Participating Costs of Construction include all unforeseeable elements of cost within the defined project scope identified after the Construction phase commences (“Construction Contingency Items”). The Parties agree costs and contributions reflected below are for encumbrance purposes and may be subject to change.

Party	Responsibility
Secretary	90% of Participating Costs of the Project, not to exceed \$153,000.00.
Recipient	10% of Participating Costs of the Project until Secretary’s funding limit is reached
	100% of Costs of the Project after Secretary’s funding limit is reached
	100% of Costs of Non-Participating Costs

ARTICLE III: SECRETARY RESPONSIBILITIES

1. **Reimbursement Payments.** The Secretary agrees to make such payment to the Recipient as soon as reasonably possible after the Project is completed and after receipt of proper billing and certification by the Recipient that the Project was constructed within substantial compliance of the approved plans and specifications. The Secretary reserves the right to retain up to five percent (5%) of the Secretary’s maximum participation until the Recipient completes its obligations under this Agreement to the satisfaction of the Secretary.

2. **Verification of Project Start.** The Secretary shall not reimburse the Recipient until the Secretary receives verification from the Recipient that the Project is underway. Verification for the Project may consist of evidence of construction, proof of hiring any Consultant or Contractor for the Project, or other method deemed acceptable by the Secretary's authorized representative. Failure to submit verification that the Project has been started within two (2) years of the effective date shall result in the Secretary cancelling the Project. Permission to delay the Project start must be approved by the Secretary and evidenced by a supplemental agreement executed by both Parties.

ARTICLE IV: RECIPIENT RESPONSIBILITIES

1. **Accounting.** Upon request by the Secretary, the Recipient will provide the Secretary an accounting of all actual Non-Participating Costs associated with the Project which are paid directly by the Recipient to any party outside of the Secretary and costs incurred by the Recipient not to be reimbursed by the Secretary. This will enable the Secretary to report all costs of the Project to the legislature.

2. **Audit.** The Recipient will participate and cooperate with the Secretary in an annual audit of the Project. The Recipient shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments that have been made with state funds by the Recipient for items considered Non-Participating Costs, the Recipient shall promptly reimburse the Secretary for such items upon notification by the Secretary.

3. **Conformity with Federal Requirements.** The Recipient shall design, or contract to have designed, the Project in conformity with the current Federal Aviation Administration (FAA) airport design standards and the rules and regulations of the FAA pertaining thereto. The Recipient agrees that all airport planning and environmental activities associated with this grant shall be conducted in accordance with FAA written policy or policies governing the Recipient's airport projects and the sequence thereof, including those that govern projects for a National Plan of Integrated Airport Systems (NPIAS) airport, where applicable.

4. **Consultant Contract Language.** The Recipient shall include language requiring conformity with Article IV, paragraph 3 above, in all contracts between the Recipient and any Consultant with whom the Recipient has contracted to perform services for the Project. In addition, any contract between the Recipient and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article IV, paragraph 3 above. In addition, any contract between the Recipient and any Consultant with whom the Recipient has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

a. Completion of Design. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.

b. Progress Reports. Language requiring the Consultant to submit to the Recipient (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

c. Third-Party Beneficiary. Language making the Secretary a third-party beneficiary in the agreement between the Recipient and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the Recipient and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the Recipient or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the Recipient from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

5. Design and Specifications. The Recipient will prepare, or contract to have prepared, Design Plans for the Project, Let the contract, construct the Project in accordance with the final Design Plans, inspect the Construction, and administer both the Project and the payments due the Contractor, including the portion of cost borne by the Secretary. The Recipient shall separate and list apart the Participating Cost bid items from Non-Participating Cost bid items on both the final Design Plans and the bid documents.

6. Final Acceptance. The Recipient shall obtain final acceptance and certification of the Project through KDOT’s Division of Aviation.

7. General Indemnification. To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Recipient will defend, indemnify, hold harmless, and save the Secretary and the Secretary’s authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Recipient, the Recipient’s employees, agents, subcontractors, or its consultants. The Recipient shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary’s authorized representatives or employees.

8. **Hazardous Waste.** The Recipient agrees to the following with regard to Hazardous Waste:

a. **Removal of Hazardous Waste.** The Recipient shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The Recipient shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The Recipient will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency (EPA), State of Kansas environmental laws and regulations, and local agency standards where the Hazardous Waste is located.

b. **Responsibility for Hazardous Waste Remediation Costs.** The Recipient shall be responsible for all damages, fines or penalties, expenses, fees, claims, and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

c. **Hazardous Waste Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Recipient shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the Recipient in undertaking cleanup or remediation for any Hazardous Waste.

d. **No Waiver.** By signing this Agreement, the Recipient has not repudiated, abandoned, surrendered, waived, or forfeited its right to bring any action, seek indemnification, or seek any other form of recovery or remedy against any third-party responsible for any Hazardous Waste on any Right of Way within the Project limits. The Recipient reserves the right to bring any action against any third-party for any Hazardous Waste on any Right of Way within the Project limits.

9. **Indemnification by Contractors.** The Recipient agrees to require any Contractor to indemnify, hold harmless, and save the Secretary and the Recipient from personal injury and property damage claims arising out of the act or omission of any Contractor, any Contractor's agent, subcontractors, or suppliers. If the Secretary or the Recipient defends a third-party's claim against any Contractor, said Contractor shall indemnify the Secretary and the Recipient for damages paid to the third-party and all related expenses either the Secretary or the Recipient or both incur in defending the claim.

10. **Inspection of Records.** During Project execution, representatives of the Secretary may make periodic inspection of the Project and the records of the Recipient as may be deemed

necessary or desirable. The Recipient will direct or cause its Contractor to accomplish any corrective action or work required by the Secretary's representative as necessary to the performance of this Agreement.

11. **Legal Authority.** By signature on this Agreement, the signatory certifies they have legal and actual authority as representative and agent for the Recipient to enter into this Agreement on its behalf. The Recipient agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.

12. **Maintenance.** When the Project is completed and final acceptance is issued the Recipient will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by KDOT's Division of Aviation of any unsatisfactory maintenance condition, the Recipient will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is completed to the Secretary's satisfaction.

13. **Performance Bond.** The Recipient has the discretion to require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

14. **Prevailing Wages.** The Recipient will require the Contractor to pay prevailing wages. The Recipient will incorporate into the Construction contract the current general wage decision for the county in which the Project is being constructed. The Recipient can obtain the current wage decision from KDOT's Bureau of Construction and Materials website.

15. **Preventive Maintenance.** The Recipient agrees to implement, or work with the Airport to implement, an airport pavement management program which assures preventive maintenance for construction, reconstruction, replacement, and maintenance for projects which utilize KAIP funds.

16. **Project Administration.** The Recipient shall be responsible for undertaking and completion of the Project. Immediately after the Project is Let, the Recipient shall notify KDOT's Division of Aviation of the Letting date, the total contract amount, and any other requested information related to the Project.

17. **Project Modification.** Any of the following Project changes require the Recipient to send a formal notice to the Secretary for approval:

- a. Fiscal year the Project is to be Let
- b. Project description
- c. Project scope

During Construction, the Recipient shall notify the Secretary of any changes in the plans and specifications, which will require the written approval of the Secretary.

18. **Responsibility for Adequacy of Design.** The Recipient shall be responsible for, and require any Consultant retained by it to be responsible for, the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the Recipient's and its Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, any construction Contractor, the Recipient, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the Recipient.

19. **Submission of Design Plans to Secretary.** If requested, the Recipient will furnish to KDOT's Division of Aviation one (1) set of final Design Plans.

20. **Useful Life.**

a. **Assurance Clause.** At any time that the public is not allowed access to the Airport, the Recipient shall reimburse the Secretary a prorated amount based on a ten (10) year Useful Life of the Project. This assurance clause shall be valid and enforceable for ten (10) years from the date that the final payment is authorized. This provision shall only apply to closure for non-airport purposes.

b. **Useful Life Period.** The Parties agree the Useful Life Period of the Project is ten (10) years, commencing on the date the Secretary gives notice of final acceptance of the Project.

c. **Change in Public Use.** After the Project is completed and during the entire Useful Life Period, the Airport shall remain open for public use. Any change in the public use of the real property for the Project will require written approval from the Secretary.

d. **Recapture of State Investment.**

(i) During the first five (5) years of the Useful Life Period, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary under subparagraph (c) above, then the Recipient shall pay to the Secretary one hundred percent (100%) of the funds invested in the Project.

(ii) Following the first five (5) years of the Useful Life Period and until the Useful Life Period expires, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary under subparagraph (c) above, then the Recipient shall pay to the Secretary as

recapture of funds invested in the Project an amount, which will be determined according to the following formula:

$$\frac{\text{\textit{Total Amount of State and/or Federal Funds Invested in the Project}}}{\text{\textit{Entire Useful Life Period for the Project}}} \times \frac{\text{\textit{Number of Full Years Remaining in the Useful Life Period at the Time of unauthorized change in use}}}{\text{\textit{}}} = \text{\textit{Recapture Amount}}$$

(iii) Any payments due to the Secretary pursuant to this subparagraph (d) shall be made within ninety (90) days after receipt of billing from the Secretary’s Chief of Fiscal Services unless an extension is granted by the Secretary.

21. **Utilities.** The Recipient will move or adjust, or cause to be moved or adjusted, all Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented. The expense of such removal or adjustment shall be borne by the owner or the Recipient.

ARTICLE V: GENERAL PROVISIONS

- 1. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Recipient and their successors in office.
- 2. **Certification of Compliance.** The Recipient agrees to certify that it is in compliance with K.S.A. 46-239(c) by signing the Certificate of Compliance Attachment, which is attached hereto and made a part of this Agreement.
- 3. **Certification Regarding No Boycott of Israel.** The Recipient agrees to certify that it is in compliance with K.S.A. §§75-3740e and 3740f, by signing the Certification of Company Not Engaged in a Boycott of Goods or Services from Israel Attachment, which is attached to and made a part of this Agreement.
- 4. **Certification Regarding Sexual Harassment.** The Recipient agrees to comply with Executive Order 18-04 (February 5, 2018), by signing the Policy Regarding Sexual Harassment Attachment, which is attached to and made a part of this Agreement.

5. **Civil Rights Act.** The Civil Rights Act Attachment, pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
6. **Compliance with Federal and State Laws.** The Parties agree to comply with all appropriate state and federal laws and regulations applicable to the Project.
7. **Contractual Provisions.** The provisions found in the Contractual Provisions Attachment (Form DA-146a), which is attached hereto, are incorporated into, and made a part of this Agreement.
8. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.
9. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not deemed to control or affect the meaning or construction or the provisions herein.
10. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.
11. **No Assignment.** The Recipient shall not transfer or assign all or any rights or obligations existing under this Agreement without the prior written approval of the Secretary.
12. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
13. **Offer Expiration.** The Secretary's offer to fund the Project, subject to the terms of this Agreement, is contingent upon the Recipient executing this Agreement on or before the Expiration Date. In the event the Recipient fails to execute this Agreement on or before the Expiration Date, the Secretary will not be obligated to fund the Project and the Secretary may cancel the Project. If the Recipient wishes to extend the Expiration Date, the Recipient must submit a written extension request to the Secretary at least forty-five (45) days prior to the Expiration Date. After receiving the request, the Secretary may extend the Expiration Date by providing written notice to the Recipient.
14. **Project Limits.** It is mutually agreed the Project will be constructed within the limits of the Airport.
15. **Severability.** If any provision of this Agreement, including any attachments hereto, is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

Agreement No. 398-25
 Project No. AV-2026-02
 Division of Aviation

16. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

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

Recipient

Kansas Department of Transportation

 (Signature) (Date)

 Calvin E. Reed, P.E. (Date)
 Secretary of Transportation

 (Print Name)

 (Title)

Approved as to form:

1. Select airport:

Anthony Municipal Airport - ANY ▼

2. Enter airport sponsor's name (name of the entity or governing body that owns and operates the airport):

City of Anthony

3. Enter sponsor's mailing address (legal address for the governing body or entity that owns and operates the airport) :

PO Box 504, 124 S Bluff Anthony, KS 67003

4. Enter sponsor's point of contact (last name, first name):

Kastens, Cyndra

5. Enter sponsor's point of contact title:

City Administrator

6. Enter sponsor's point of contact email address:

Ckastens@AnthonyKansas.org

7. Enter sponsor's point of contact phone number:

620-842-5960

8. Name and title of individual completing this grant application - must be sponsor or sponsor's employee with consent of the sponsor (last name, first name, title):

Kastens, Cyndra

9. Select grant type:

- ☒ System preservation, modernization, or design/planning projects: (90/10)
- ☐ Equipment and hangar/building projects: (50/50)
- ☐ State participation in local match to Federally-funded preservation, modernization, or design/planning project (50/50)

10. Total project cost:

170,000

11. Federal contribution (if applicable) :

0

12. Requested KDOT contribution:

153,000

13. Sponsor contribution:

17,000

14. Project title:

Please use the following naming conventions:

- designate runway and taxiway names (*Ex: resurface Runway 17/35*)
- designate areas of related projects (*Ex: replace lights on west side of runway, replace lights on south 1500' of runway*)
- if the project has two parts, use the same title with the tags attached (*Ex: (DESIGN) Pave Taxiway A, (CONSTRUCTION) Pave Taxiway A*)
- rank multiple applications from the same airport in order of need following this example: *(1) resurface Runway 17/35, (2) (DESIGN) Pave Taxiway A, (3) (CONSTRUCTION) Pave Taxiway A*. Please submit a single project per application.

JetA Fuel System Improvements

15. Project narrative description. Include as much detail about the project. You may also attach a narrative document later in this survey.

This project will add a 10,000 gallon JetA tank and dispensing system. We will tie into and use the existing credit card system. In 2011, the City added a 5,000 gallon 100LL AvGas fuel tank and dispensing system. At that time they also added a controller and credit card system. The tank location shown on the layouts have paved access for refueling as well as fuel delivery. The tanks are located outside of both the TSA as well as the entire airport pci at ANY is 72.0. A short taxiway is the only pavement on the runway below 65. It has a 50.5 pci. With their AIP and BIL funding this year, this taxiway is being replaced. Because this degraded pavement need is being addressed by federal funding, the City is looking to KDOT funding to assist in the ancillary, but very necessary fueling project.

Item 7.

16. Upload any additional media or documentation supporting project narrative such as a detailed narrative, engineer's estimate, contractor estimate, airport layout drawings, letters of support, airport diagrams illustrating improvement areas (one file per question, additional upload opportunities available below):

[Narrative.pdf](#)

424.6KB

application/pdf

17 Project Info. Does the airport have a noted pavement deficiency (such as aircraft movement areas with a pavement condition index below 65 as listed on the airport's pavement management plan located at <https://bikdotaviation.azurewebsites.net/>) and does the project address the deficiency?

- ☐ Yes, the airport has pavement that is 65 pci or lower and the project does address a pavement deficiency
- ☐ Yes, the airport has pavement that is 65 pci or lower but the project does not address a pavement deficiency
- ☐ Yes, the airport has pavement that is 65 pci or lower and the deficiency is being addressed by the airport sponsor.
This project is another high priority project for the sponsor (provide details in narrative).
- ☐ Yes, the airport has pavement that is 65 pci or lower that is not being addressed by this or any other project.
- ☒ No, the airport does not have pavement that is 65 pci or lower.
- ☐ N/A, airport is unpaved

18 GRANT SUPPORT. Number of new jobs created as a direct result of this airport improvement (Note: if using this box, a letter of agreement from company of employment will be required to be uploaded on a later page or the answer will be discarded):

0

19. Upload any additional media or documentation supporting new jobs discussed above (one file per question):

20 Outreach . Describe any aviation education, outreach, or community engagement conducted by the airport within the previous 12 months (Note: you may upload a document containing pictures of the outreach events to the next question).

21. Upload any additional media, photos, or documentation showing airport's outreach and community engagement efforts (one file per question):

22. Upload any additional media or supporting documentation. Ex: photos, airport layout drawings, letters of support, airport diagrams illustrating improvement areas (one file per question):

23. Upload any additional media or supporting documentation. Ex: photos, airport layout drawings, letters of support, airport diagrams illustrating improvement areas (one file per question):

ACKNOWLEDGEMENT 1: It is understood that if this project is approved, the Kansas Department of Transportation will participate in the project cost at the rate identified in the KAIP Program Guidelines as published on the KDOT Aviation website (<https://aviation.ks.gov>). The Sponsor will be responsible for letting the contract for bids and supervising construction. The Sponsor is also responsible for all maintenance and sustainment of this airport improvement throughout the duration of grant assurances prescribed by contract.

☒ Yes

☐ No

ACKNOWLEDGEMENT 2. By completing this grant application, the sponsor acknowledges having sufficient local funds and local support to use those funds to meet the minimum local match responsibility outlined

above for the project scope as submitted.

Sponsor acknowledges being able to start the project within two (2) years of grant award and completing the project within one (1) year of starting the project. Sponsor also acknowledges that if the application is for a phased project, that selection of any phase of the project does not in any way guarantee funding of future phases for that project.

Item 7.

☒ Yes

☐ No

CERTIFICATION. I hereby certify that the information contained in this grant application is true, complete, and correct to the best of my knowledge and belief. I certify that I have the authority to act on behalf of the airport sponsor with respect to completing this grant application. I acknowledge that any misrepresentation or omission of a material fact with respect to the grant application may void this grant application and may impact future applications depending on severity.

Signed (Last name, first name) :

Kastens, Cyndra

This concludes the application process.

Please click "Next" to submit this form.

Location Data

Location: [\(38.3573, -97.0201\)](#)

Source: GeoIP Estimation



° **Fuel Systems Improvements**

1/20/2025

10,000 gallon JetA Tank	\$ 65,000.00
Base for JetA Tank	\$ 15,000.00
Piping, Electrical and Remote Fill for AvGas	\$ 25,000.00
Dispensor with hose reel, grounding and fueling nozzles	\$ 35,000.00
Design Engineering	\$ 15,000.00
Construction Engineering	\$ 15,000.00

Total Project	\$ 170,000.00
---------------	---------------

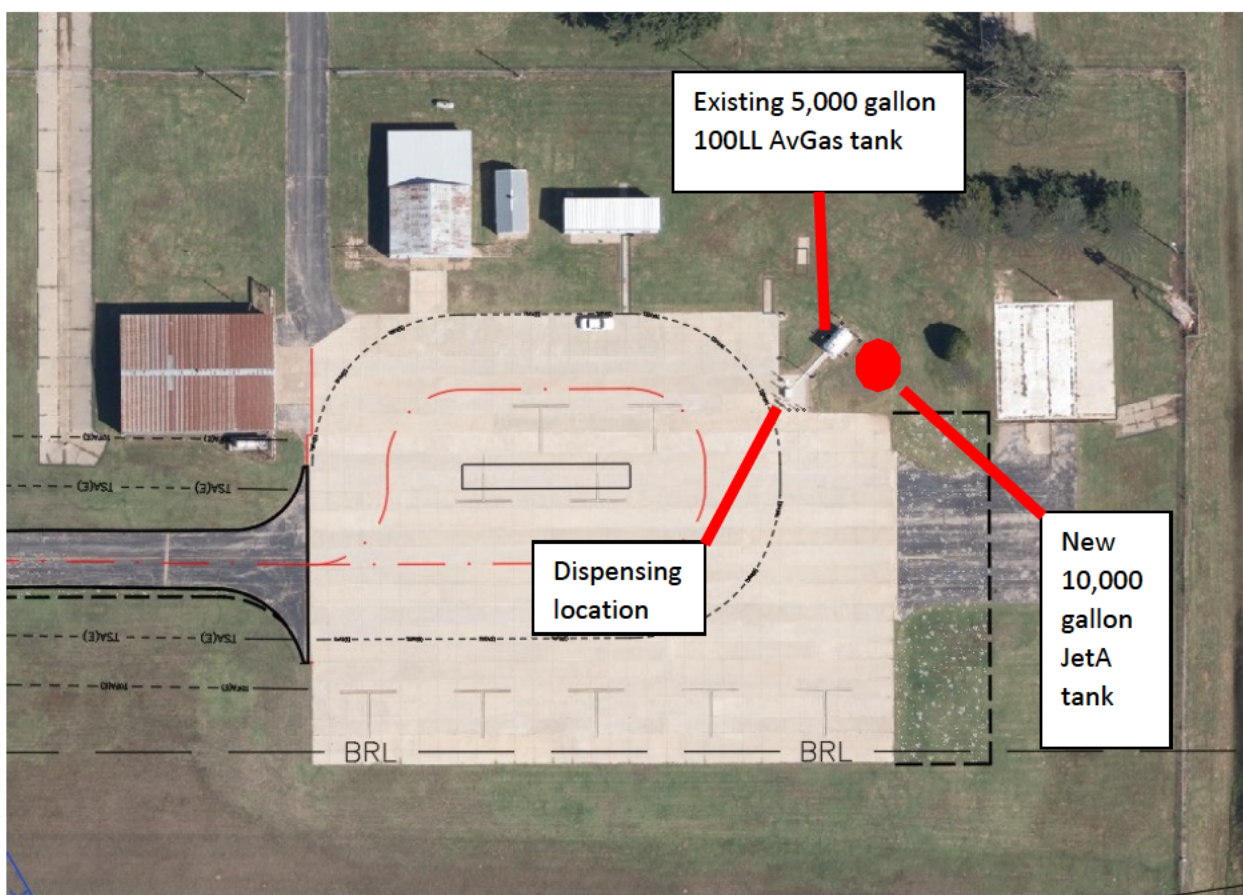
KDOT Grant Request (90%)	\$ 153,000.00
Local match	\$ 17,000.00

This project will add a 10,000 gallon JetA tank and dispensing system. We will tie into and use the existing credit card system.

In 2011, the City added a 5,000 gallon 100LL AvGas fuel tank and dispensing system. At that time they also added a controller and credit card system.

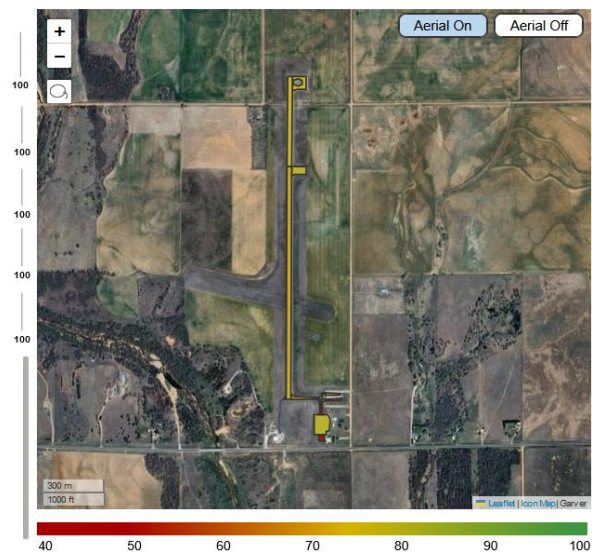
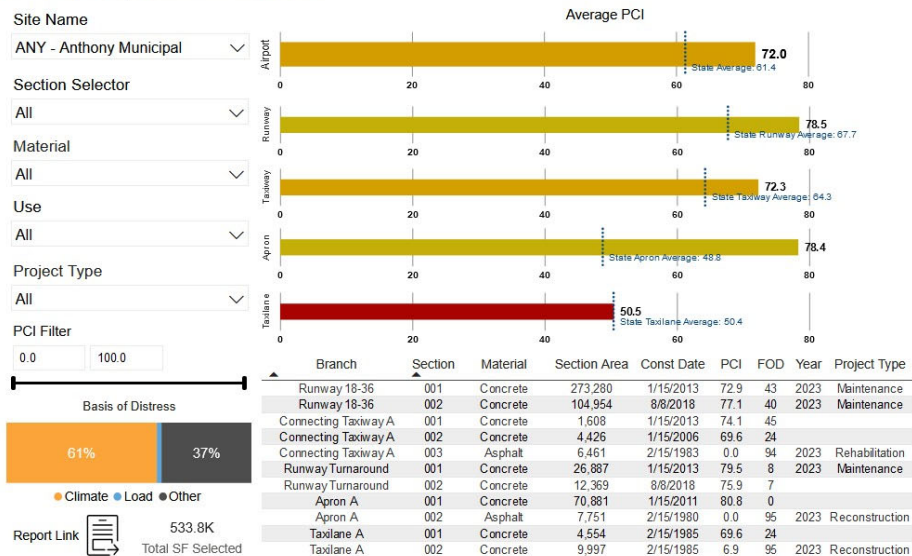
The tank locations as shown on the layouts have paved access for refueling as well as fuel delivery. The tanks are located outside of both the TSA as well as the TOFA.

The entire airport pci at ANY is 72.0. A short taxiway is the only pavement on the runway below 65. It has a 50.5 pci. With their AIP and BIL funding this year, this taxiway is being replaced. Because this degraded pavement need is being addressed by federal funding, the City is looking to KDOT funding to assist in the ancillary, but very necessary fueling project.



ANYT Terminal Area, Highlighting Fuel Station Location

NPIAS Airport Conditions



KDOT PCI for ANY

KANSAS DEPARTMENT OF TRANSPORTATION

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

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

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

Legislator name _____

Business phone _____

Address (Street, City, State, Zip Code)

Purpose of Employment: _____

Method of determining compensation: _____

or

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

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

By: _____

Date: _____

Contract/

Project No: _____
(if applicable)

County: _____
(if applicable)

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

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

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

Signature, Title of Contractor

Date

Printed

Name of Company

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

Signature and Date

Printed Name

KANSAS DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS ACT ATTACHMENT

PREAMBLE

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

CLARIFICATION

The term “Contractor” is understood to include the Contractor, the Contractor’s assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

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

6. **Incorporation of Provisions:** The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

State of Kansas
 Department of Administration DA-146a
 (Rev. 05-25)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the non-State Agency Contracting Party's standard contract form, that form must be altered to contain the following provision:

The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 05-25), which is attached hereto, are hereby incorporated in this Contract and made a part thereof.

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This Contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this Contract shall reside only in courts located in the State of Kansas.
3. **Termination Due to Lack of Funding Appropriation or Funding Source:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated or no longer exist to continue the function performed in this Contract and for the payment of the charges hereunder due to the loss of the funding source, the Contracting State Agency may terminate this Contract immediately or at the end of its current fiscal year. The Contracting State Agency agrees to give written notice of termination to the non-State Agency Contracting Party at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this Contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. The non-State Agency Contracting Party shall have the right, at the end of such fiscal year, to take possession of any equipment provided to the Contracting State Agency under the contract. The Contracting State Agency will pay to the non-State Agency Contracting Party all regular contractual payments incurred prior to the period of notification or through the end of the fiscal year as determined by period of notification given by the Contracting State Agency, plus contractual charges incidental to the return of any such equipment. Upon termination of the Contract by the Contracting State Agency, title to any such equipment shall revert to the non-State Agency Contracting Party at the end of the Contracting State Agency's current fiscal year. The termination of the Contract pursuant to this paragraph shall not cause any penalty to be charged to the Parties.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the Contracting State Agency to defend, hold harmless, or indemnify any non-State Agency Contracting Party or third party for any acts or omissions. The liability of the Contracting State Agency is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).

5. **Anti-Discrimination Clause:** The non-State Agency Contracting Party agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the non-State Agency Contracting Party is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Contract may be cancelled, terminated or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration; (f) the non-State Agency Contracting Party agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) the non-State Agency Contracting Party agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the non-State Agency Contracting Party has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the Contract may be canceled, terminated, or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration.
6. **Acceptance of Contract:** This Contract shall not be considered accepted, approved, or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this Contract shall find that the Contracting State Agency has agreed to binding arbitration, or the payment of damages or penalties. Further, the Contracting State Agency does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the Contracting State Agency at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the non-State Agency Contracting Party thereby represents that such person is duly authorized by the non-State Agency Contracting Party to execute this Contract on behalf of the non-State Agency Contracting Party and that the non-State Agency Contracting Party agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The Contracting State Agency shall not be responsible for, nor indemnify a contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Contract.
10. **Insurance:** The Contracting State Agency shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this Contract, nor shall this Contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the non-State Agency Contracting Party shall bear the risk of any loss or damage to any property in which the non-State Agency Contracting Party holds title.

11. **Information:** No provision of this Contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the Contracting State Agency to reiterate that nothing related to this Contract shall be deemed a waiver of the Eleventh Amendment.
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
14. **Restricted Funding Source:** The non-State Agency Contracting Party acknowledges and understands the Contracting State Agency's share of the Contract's total, actual, and eligible costs may be funded through the receipt of or reimbursement through federal funds. The Contracting State Agency does not assume any liability in connection with the Contract's total, actual, and eligible costs which may be paid through the receipt of or reimbursement through federal funds. The non-State Agency Contracting Party shall reimburse the Contracting State Agency for any funds approved for this Contract and expended by the Contracting State Agency for which the Contracting State Agency is not reimbursed by the Federal Government or for which such funds are determined by the Federal Government to no longer be available to be used by the Contracting State Agency for said Contract.

COURT REPORTING CASE REPORT

OFFN DATES: 05/30/2025-06/26/2025

FOR OFFICER CODES: ALED-TPOT

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
202500014	KAUP, JOYCE E LEDEZMA ALEX	5116	6/24/25 6/01/25	75.00 FTY AT STOP OR YIELD SIGN	74.50	23.50	.00	173.00	173.00 6/23/25	.00
202500015	ZAHRADNIK, JASON LEDEZMA ALEX	5117	7/08/25 6/05/25	.00 ILLEGAL TAG/NO TAG	.00	.00	.00	.00	.00	.00
202500016	TOBIN, LAWRENCE D LEDEZMA ALEX	4976	7/22/25 6/13/25	.00 FTY AT STOP OR YIELD SIGN	.00	.00	.00	.00	.00	.00
REPORT TOTALS								173.00	173.00	.00

PAYMENT VOUCHER

DATE: June 24, 2025

Cyndra Kastens
City Clerk
124 S Bluff Ave
Anthony, KS 67003

E-Mail: Ckastens@anthonykansas.org

VENDOR INFORMATION

FIRM NAME: EBH Engineers
ADDRESS: 1105 Williams Street
City: Great Bend

State: KS

Electronic Deposit: NO
No/SFX
Zip: 67530

Final Billing

Contract No: 017232154
KDOT Project No: 39 KA-6909-01
Work Type: Engineering Design
Invoice No:

County: Harper
City: Anthony

COMPUTATION OF PAYMENT DUE

Payment No: 14		Paid to Date:	\$	47,282.35
Total Cost Claimed:	\$			47,941.53
Less Prepaid Amount:	\$			-
Less Previous Payments:	\$			(47,282.35)
Amount Due Vendor:	\$			659.18

	Contract Amount	Previously Billed	Total This Bill	Total To Date
Payroll:	\$ 19,495.00	\$ 15,802.32	\$ 144.75	\$ 15,947.07
Overhead:	\$ 26,842.67	\$ 25,987.32	\$ 214.43	\$ 26,201.75
Net Fee:	\$ 5,000.00	\$ 4,700.00	\$ 300.00	\$ 5,000.00
Direct Expenses:	\$ 2,037.30	\$ 792.71	\$ -	\$ 792.71
Total:	\$ 53,374.97	\$ 47,282.35	\$ 659.18	\$ 47,941.53

I do hereby certify that the above bill is just, correct and remains due and unpaid and that the amount claimed is actually due according to the law.

PAYMENT VOUCHER

STATE OF KANSAS
DEPARTMENT OF ADMINISTRATION
DIVISION OF ACCOUNTS & REPORTS
DA-120 DOT-2 (Rev. 11-91)

Warrant No.		
Agency No. 276	Div. No.	Current Document Number V

Document Date:	Effective Date:	Due Date:
----------------	-----------------	-----------

Vendor Information		Paying Agency Name & Address
No./Sfx	Electronic Deposit	KANSAS DEPARTMENT OF TRANSPORTATION
Name:	Cyndra Kastens City Clerk	TOD SALFRANK, P. E., CHIEF BUREAU OF LOCAL PROJECTS
Street:	124 S Bluff Ave	700 SW HARRISON ST., 3rd FL. West, ESOB
City, State, Zip:	Anthony, KS 67003	TOPEKA, KANSAS 66603-3745

Date & Inv. No.	Quantity	Unit	Description	Unit Price	Amount
			Project No. 39 KA-6909-01 CMS Contract No. 0172321543 Engineering Agreement Date: September 19, 2023 Payment No. 14 Total compensation not to exceed Previous earned by City from KDOT Previous payments to City by KDOT Total claimed to date by Consultant Less City share (0 %) Subtotal Less retainage (Final Invoice) Subtotal Less previous payments to City by KDOT Amount due vendor		\$53,374.97 47,282.35 47,282.35 47,941.53 0.00 47,941.53 0.00 47,941.53 47,282.35 659.18
				Document Total	

	Audited:	Coded:	Approved:	Approved:	Approved:
			Office in charge	Bureau Chief/Dist. Eng.	State Transportation Controller
I do hereby certify that the above bill is just, correct, and remains due and unpaid, and that the amount claimed therein is actually due according to the law. (Claimant sign here) _____ (City Name) _____ By _____ Date _____			I do hereby certify that the within was contracted for the State, under authority of law, and that the amount therein claimed is correct according to such contract and is unpaid. _____		

Request for Payments

Federal Audit n/a - State funds

Project: **CCLIP KDOT Project No. 39 KA-6909-01** (Estimated project cost \$900,000 - Grant amount \$900,000.00)**City of Anthony****Engineering Contract - \$53,374.97** (Payment to EBH cannot exceed 95% until after award of construction contract, then full amount -\$500 retainage, unless 6 mo, then full amount once agreement audited by sec**Construction Contract - \$Not yet bid.**

Date: July 1, 2025

Payment Request Number: 14

Fund Paying Drawdowns: Capital Improvement Street 34-04-0001

	Date	Invoice#	Vendor:	Service:	Engineering	Construction	State Reimb	City's Share
1.	4/2/2024	1	EBH	Preliminary Engineering	\$3,323.23			
2.	4/2/2024	2	EBH	Preliminary Engineering	\$10,916.82			
3.	4/2/2024	3	EBH	Preliminary Engineering	\$4,242.58			
4.	4/2/2024	4	EBH	Preliminary Engineering	\$4,209.38			
5.	4/9/24		State of KS	Grant Reimbursement			\$22,692.01	
6.	6/4/24	5	EBH	Preliminary Engineering	\$4,473.06			
7.	6/4/24	6	EBH	Preliminary Engineering	\$3,728.09			
8.	6/12/24		State of KS	Grant Reimbursement			\$8,201.15	
9.	7/2/24	7	EBH	Preliminary Engineering	\$1,275.88			
10.	7/16/24		State of KS	Grant Reimbursement			\$1,275.88	
11.	8/1/24	8	EBH	Preliminary Engineering	\$4,386.64			
12.	9/3/24	9	EBH	Preliminary Engineering	\$1,688.35			
13.	10/1/24	10	EBH	Preliminary Engineering	\$1,542.34			
14.	10.4.24		State of KS	Grant Reimbursement			\$4,386.64	
15.	10.4.24		State of KS	Grant Reimbursement			\$1,688.35	
16.	11.19.24		Security First	O&E Report for Easement	\$195.00			
17.	12.3.24	11	EBH	Preliminary Engineering	\$1,321.81			
18.	3/3/25	12	EBH	Preliminary Engineering	\$2,770.64			
19.	6/3/25	13	EBH	Preliminary Engineering	\$3,403.53			
20.	7/1/25	14	EBH	Preliminary Engineering	\$659.18			
21.								
22.								

			DRAWDOWN TOTALS:	\$48,136.53	\$0.00	\$38,244.03	\$0.00
--	--	--	-------------------------	--------------------	---------------	--------------------	---------------

Total This Payment Request:	\$659.18		
Total Billing to Date:	\$48,136.53	Total City Paid for Project:	\$0.00
Total Reimbursement/Payment:	\$38,244.03	Portion of Project Complete:	0.05
		Approved by: _____	
			Greg Cleveland, Mayor



THE CITY OF ANTHONY

124 S. Bluff / P. O. Box 504
ANTHONY, KANSAS 67003

(620) 842-5434
FAX (620) 842-5753
www.anthonykansas.org

James Stuhlsatz Revocable Trust
2E Cattail Cove Circle
Anthony, KS 67003

June 13, 2025



Legal Description: 2E Spring Creek Addition

OFFICIAL NOTIFICATION OF VIOLATION

Mr. Stuhlsatz,

Upon inspection of your property on June 12th, 2025, I did witness a contractor at the above reference property pushing privately owned trees from the property at 2E Cattail Cove Circle into Anthony Lake without authorization or approval from the City of Anthony. On such date, I approached the contractor and informed them that this act was not legal in the City limits of Anthony. I further provided verbal notification to you as the property owner on June 13th, 2025. This correspondence shall serve as an official written notification of violation of Section Seventeen, Article Five of the Anthony City Codes as follows:

17-508 (b). PROHIBITED PRACTICES. It shall be unlawful for any person to:

(b) Dispose of solid waste within the corporate limits of the city or upon any city property except at sites approved therefore by the governing body.

Be advised that in this classification, the definition of solid waste does include rubbish and trash: lawn and tree trimmings, tree branches, limbs, tree trunks, and stumps.

It is hereby ordered for said trees to be removed from city property within ten (10) days of the date of serving of this notice and city property to be restored to the same condition prior to the violation. Be advised that any damage caused to city property in the course of remediation shall be the responsibility of the property owner at 2E Cattail Cove Circle. Be further advised that it is unlawful to remove soil from the Anthony Lake without prior authorization from the city and the State of Kansas.


Failure to complete the remediation of this violation within the time specified can result in general penalties being assessed as follows:

1-119. GENERAL PENALTY. Whenever any offense is declared by any provision of this code, absent a specific or unique punishment prescribed, the offender shall be punished in accordance with this section.

- (a) A fine of not more than \$1,000; or,
- (b) Imprisonment in jail for not more than 179 days; or,
- (c) Both such fine and imprisonment not to exceed (a) and (b) above.

An inspection will be performed on the property within ten (10) days to assess remediation compliance.

Please contact the Anthony Police Department if you should have any questions.



Chief Kenny Hodson
Anthony Police Department

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



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

Calvin E. Reed, P.E., Secretary
Dawn M. Hueske, P.E., Bureau Chief

Laura Kelly, Governor

June 20, 2025

Project Number: 039 KA-6909-01
ACSTP-A690(901)

City of Anthony
Ms. Cyndra Kastens
City Clerk
P.O. Box 504
Anthony, KS 67003-0504

Dear Ms. Kastens:

We are listing below the bidder and the low bid received at Topeka, KS on 6/18/2025 for the above numbered project.

CONTRACTOR	TYPE OF WORK	AMOUNT
VOGTS-PARGA CONSTRUCTION LLC	Anthony: Pavement Restoration on K-44	\$521,766
MOUNDRIDGE, KS		

This is considered satisfactory when compared with the engineer's estimate, and we believe that contracts should be awarded to the low bidder. If this bid is acceptable to the City, please sign the enclosed resolution and return it to this office. In order to guarantee the low bid, we must receive the expected resolution on or before 7/11/2025. Upon receipt of the signed resolution and approval by the Secretary of Transportation the contract will be awarded.

A combination of bid items and construction engineering less a maximum of \$900,000 State funds will require City matching funds in the amount of \$0. The City remittance should be made on or before 8/7/2025.

Sincerely,

Cara Hodges

Digitally signed by Cara Hodges
DN: C=US,
E=cara.hodges@ks.gov,
O=Kansas Department of
Transportation, OU=Bureau of
Local Projects, CN=Cara Hodges
Date: 2025.06.20 11:57:14-05'00'

for Dawn M. Hueske, P.E., Bureau Chief
Bureau of Local Projects

dmh/cch
Enclosures
c Mayor/City Manager
Ms. Ami Fulghum, Chief of Fiscal Services
Mr. Nick Squires, P.E., District Five Engineer

**AUTHORITY TO AWARD CONTRACT
COMMITMENT OF CITY FUNDS**
6/20/2025

2 Copies to City
Project Number: 039 KA-6909-01
ACSTP-A690(901)

WHEREAS bids were received at Topeka, KS on 6/18/2025 for the performance of work covered by plans on the above numbered project, and

WHEREAS the bidder and the low bid or bids on work covered by this project were:

CONTRACTOR	TYPE OF WORK	AMOUNT
VOGTS-PARGA CONSTRUCTION LLC	Anthony: Pavement Restoration on K-44	\$521,766
MOUNDRIDGE, KS		

WHEREAS bids are considered satisfactory and have been recommended by the Secretary of Transportation of the State of Kansas, hereinafter referred to as the SECRETARY, for consideration and acceptance of the work on this project as covered by such bid or bids.

**A combination of bid items and construction engineering less a maximum of \$900,000
State funds will require City matching funds in the amount of \$0.**

BE IT FURTHER RESOLVED that City funds in the amount of \$0 which are required for the matching of Maximum State funds are hereby pledged by the City to be remitted to the Chief of Fiscal Services of the Department of Transportation of the State of Kansas on or before 8/7/2025 for use by the SECRETARY in making payments for construction work and engineering on the above designated project with final cost being determined upon completion and audit of the project.

The City certifies that no known or foreseeable legal impediments exist that would prohibit completion of the project and that the project complies with all applicable codes, standards and/or regulations required for completion.

Adopted this _____ day of _____, 20_____, at _____, Kansas.

Recommended for Approval:

City Engineer/Road Supervisor

_____, Mayor

Attest:

(Seal)

_____, Member

_____, Member

City Clerk

INVOICE***Keep for your Records*****Due on or before 8/7/2025**

PRELIMINARY STATEMENT OF COSTS

039 KA-6909-01

ACSTP-A690(901)

Anthony: Pavement Restoration on K-44

Please Remit Payment to:
Kansas Department of Transportation
Bureau of Fiscal Services
700 SW Harrison Street, 3rd Floor West
Topeka, KS 66603

Construction and CE Breakdown	
Actual Bid	\$521,766
Water (for grading)	\$0
Sub-Total Actual Bid Amount	\$521,766
LPA CE Contract	\$109,170
Sub-Total Construction and CE	\$630,936
State-aid Non-Participating Const. Costs	\$0
State-aid Non-Participating CE	\$0
Participating PE Costs	\$53,375
Participating Railroad Costs	\$0
Participating ROW Costs	\$0
Participating Utility Costs	\$0
State Participating Project Costs	\$684,311
Total Project Costs	\$684,311

CE Breakdown	
Total LPA CE	\$109,170
State Non-Participating CE	\$0
State Participating CE	\$109,170

State/City Funding Summary	
Total Project Costs	\$684,311
100% City Funds Due to Non-Participating	\$0
State Participating Project Costs	\$684,311
Fund 1- Available Funding	\$684,311
100% State Funds	\$684,311
0% City Funds	\$0
100% City Funds Due to Max Funding	\$0

Fund 1- Maximum State Funds 100/0	\$900,000
--	------------------

Key	
KDOT	Kansas Department of Transportation
LPA	Local Public Authority
CE	Construction Engineering (Inspection)
Const.	Construction

Totals				
	City Funds	Federal Funds	State Funds	Total Funds
State Non-Participating Construction	\$0			\$0
State Non-Participating CE	\$0			\$0
Fund 1- 100% State Funds			\$684,311	\$684,311
Fund 1- 0% City Funds	\$0			\$0
City Funds Due to Max Funding	\$0			\$0
Total	\$0	\$0	\$684,311	\$684,311

Amount to Bill City (Rounded Up)	\$0
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BUREAU OF CONSTRUCTION & MATERIALS

As Read By Project (Bidders List by Individual Project)

Date: 06/18/2025

Contract Number: 525062565

Project Number: K044-039 KA 6909-01

Federal Number: ACSTP-A690(901)

Description: GRADING AND SURFACING

County: HARPER

State Ties: --

Total Records: 7

[Helpful Definitions](#)

Contractor Name	Bid Amount
VOGTS-PARGA CONSTRUCTION LLC	\$521,766.00
PRADO CONSTRUCTION LLC	\$523,281.00
APAC-KANSAS INC SHEARS DIVISION	\$584,908.00
CONSPEC INC DBA KANSAS PAVING	\$587,090.00
ANDALE CONSTRUCTION INC	\$610,000.00
BARKLEY CONSTRUCTION LLC	\$626,398.00

SMOKY HILL LLC	\$733,144.00
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Sunrise 2nd Addition Lot Purchase Offer and Application

This Lot Purchase Application, if signed and submitted to the City of Anthony, Kansas (City), constitutes an offer to purchase a lot in the Sunrise 2nd Addition in Anthony, Kansas, for the purpose of constructing a single-family home pursuant to the terms and conditions of the City's Sunrise 2nd Conveyance Agreement, and in accordance with the Declaration of Covenants, Conditions, and Restrictions of Sunrise 2nd Addition. If more than one lot is requested to be purchased, a separate application should be submitted for each lot. Submitting an application does not commit the City to sell or transfer the subject lot.

1. Name of Applicant(s): DON Klausmeyer Construction LLC
 A. Address: 10008 W YORK ST. WICHITA, KS 67215
 B. Telephone: 316-554-0001
 C. Email: donk@Klausmeyer.com

2. Legal Description of the Lot Applying to Purchase:

LOT # 2, BIK 5

3. General Contractor/Builder: DON Klausmeyer Construction LLC
 A. Address: 10008 W. YORK ST. WICHITA KS 67215
 B. Telephone: 316-554-0001
 C. Email: donk@Klausmeyer.com

4. Subcontractor(s) (if known): TBD

5. If Applicant's offer to purchase a lot is accepted by the City, Applicant represents that Applicant will construct a single-family residential dwelling on the purchased lot. Copies of the following documents must be attached to this application:

Applicant Initials

1. Proof of Financing/Commitment from Financial Institution
2. Site Plan Showing all Proposed Improvements
3. Executed Conveyance Agreement

6. BK (Initials required.) Applicant represents that Applicant has adequate funding and financial ability and capacity to undertake and finance the proposed construction of the single-family dwelling and hereby agrees to dedicate said funds for this purpose. Applicant further gives authorization for City staff to contact financial institution and discuss this project with financial representative.
 Financial institution contact:

- A. Name: MARCUS Houghton
 B. Address: 11858 W. 21st WICHITA KS 67205
 C. Telephone: 316-469-6860
 D. Email: mh@peoples.bank

7. BK (Initials required.) Applicant represents that Applicant does not own or have any interest in other property located in Harper County, Kansas that has delinquent taxes, unpaid special assessments, or un-remediated code violations.

8. BK (Initials required.) Applicant represents that, if Applicant enters into a Conveyance Agreement with the City, Applicant shall have six (6) months from the date of closing to obtain all required permits and commence construction.

9. BK (Initials Required) Applicant understands that if Applicant enters into a Conveyance Agreement with the City, Applicant shall have 365 days from the date of approval of the City building permit to complete the construction of a single-family residential dwelling.

10. Complete this section if Applicant is not utilizing Klausmeyer Construction as Builder. Additional references will be required prior to approval of Builder Contract. Project Bond will be required prior to permit approval. Builder subject to approval by City Special Housing Committee. The Builder shall provide any other such information as required by the City Special Housing Committee. Include three references with contact information and addresses of work similar in scope performed by General Contractor/Builder in the previous five years.

- A. _____
- B. _____
- C. _____

I certify that I am authorized to execute this Application and any subsequent agreement and agree to all terms stated therein. I further understand that if there are material omissions of information requested by this Application and Conveyance Agreement or deliberately false answers, the City may revoke any permit it has granted in reliance on the answers provided by this Application and/or terminate any Conveyance Agreement entered into with Applicant.

Signature of Applicant(s): Bill Knowles Date: 6-27-25

Signature of Co-Applicant: _____ Date: _____

Title(s) (if applicant is an entity)

Sunrise 2nd Addition

Lot Purchase Offer and Application

This Lot Purchase Application, if signed and submitted to the City of Anthony, Kansas (City), constitutes an offer to purchase a lot in the Sunrise 2nd Addition in Anthony, Kansas, for the purpose of constructing a single-family home pursuant to the terms and conditions of the City's Sunrise 2nd Conveyance Agreement, and in accordance with the Declaration of Covenants, Conditions, and Restrictions of Sunrise 2nd Addition. If more than one lot is requested to be purchased, a separate application should be submitted for each lot. Submitting an application does not commit the City to sell or transfer the subject lot.

1. Name of Applicant(s): Don Klausmeyer Construction LLC
 A. Address: 10008 W. YORK ST. WICHITA, KS 67215
 B. Telephone: 316-554-0001
 C. Email: donk@klausmeyer.com

2. Legal Description of the Lot Applying to Purchase:

LOT #1, BIK 5

3. General Contractor/Builder: Don Klausmeyer Construction LLC
 A. Address: 10008 W. YORK ST. WICHITA, KS 67215
 B. Telephone: 316-554-0001
 C. Email: donk@klausmeyer.com

4. Subcontractor(s) (if known): TBD

5. If Applicant's offer to purchase a lot is accepted by the City, Applicant represents that Applicant will construct a single-family residential dwelling on the purchased lot. Copies of the following documents must be attached to this application:

Applicant Initials

1. Proof of Financing/Commitment from Financial Institution _____
2. Site Plan Showing all Proposed Improvements _____
3. Executed Conveyance Agreement _____

6. BK (initials required.) Applicant represents that Applicant has adequate funding and financial ability and capacity to undertake and finance the proposed construction of the single-family dwelling and hereby agrees to dedicate said funds for this purpose. Applicant further gives authorization for City staff to contact financial institution and discuss this project with financial representative.
 Financial institution contact:

- A. Name: MARCUS Houghton
 B. Address: 11858 W. 21st WICHITA, KS 67205
 C. Telephone: 316-469-6860
 D. Email: Mh@peoples.bank

7. BK (Initials required.) Applicant represents that Applicant does not own or have any interest in other property located in Harper County, Kansas that has delinquent taxes, unpaid special assessments, or un-remediated code violations.
8. BK (Initials required.) Applicant represents that, if Applicant enters into a Conveyance Agreement with the City, Applicant shall have six (6) months from the date of closing to obtain all required permits and commence construction.
9. BK (Initials Required) Applicant understands that if Applicant enters into a Conveyance Agreement with the City, Applicant shall have 365 days from the date of approval of the City building permit to complete the construction of a single-family residential dwelling.
10. Complete this section if Applicant is not utilizing Klausmeyer Construction as Builder. Additional references will be required prior to approval of Builder Contract. Project Bond will be required prior to permit approval. Builder subject to approval by City Special Housing Committee. The Builder shall provide any other such information as required by the City Special Housing Committee. Include three references with contact information and addresses of work similar in scope performed by General Contractor/Builder in the previous five years.
- A. _____
- B. _____
- C. _____

I certify that I am authorized to execute this Application and any subsequent agreement and agree to all terms stated therein. I further understand that if there are material omissions of information requested by this Application and Conveyance Agreement or deliberately false answers, the City may revoke any permit it has granted in reliance on the answers provided by this Application and/or terminate any Conveyance Agreement entered into with Applicant.

Signature of Applicant(s): Bill Knowles Date: 6-27-25

Signature of Co-Applicant: _____ Date: _____

Title(s) (if applicant is an entity)

Sunrise 2nd Addition Lot Purchase Offer and Application

This Lot Purchase Application, if signed and submitted to the City of Anthony, Kansas (City), constitutes an offer to purchase a lot in the Sunrise 2nd Addition in Anthony, Kansas, for the purpose of constructing a single-family home pursuant to the terms and conditions of the City's Sunrise 2nd Conveyance Agreement, and in accordance with the Declaration of Covenants, Conditions, and Restrictions of Sunrise 2nd Addition. If more than one lot is requested to be purchased, a separate application should be submitted for each lot. Submitting an application does not commit the City to sell or transfer the subject lot.

1. Name of Applicant(s): DON Klausmeyer Construction L.L.C
 A. Address: 10008 W. YORK ST. WICHITA KS 67215
 B. Telephone: 316-554-0001
 C. Email: donk@Klausmeyer.com

2. Legal Description of the Lot Applying to Purchase:

lot # 8, BIKS

3. General Contractor/Builder: DON Klausmeyer Construction LLC
 A. Address: 10008 W YORK ST WICHITA KS 67215
 B. Telephone: 316-554-0001
 C. Email: donk@Klausmeyer.com

4. Subcontractor(s) (if known): TBD

5. If Applicant's offer to purchase a lot is accepted by the City, Applicant represents that Applicant will construct a single-family residential dwelling on the purchased lot. Copies of the following documents must be attached to this application:

Applicant Initials

1. Proof of Financing/Commitment from Financial Institution _____
2. Site Plan Showing all Proposed Improvements _____
3. Executed Conveyance Agreement _____

6. BK (Initials required.) Applicant represents that Applicant has adequate funding and financial ability and capacity to undertake and finance the proposed construction of the single-family dwelling and hereby agrees to dedicate said funds for this purpose. Applicant further gives authorization for City staff to contact financial institution and discuss this project with financial representative.
 Financial institution contact:

- A. Name: MARCUS Houghton
 B. Address: 11858 W 21st WICHITA KS 67205
 C. Telephone: 316-469-6860
 D. Email: mh@peoples.bank

7. BK (Initials required.) Applicant represents that Applicant does not own or have any interest in other property located in Harper County, Kansas that has delinquent taxes, unpaid special assessments, or un-remediated code violations.

8. BK (Initials required.) Applicant represents that, if Applicant enters into a Conveyance Agreement with the City, Applicant shall have six (6) months from the date of closing to obtain all required permits and commence construction.

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10. Complete this section if Applicant is not utilizing Klausmeyer Construction as Builder. Additional references will be required prior to approval of Builder Contract. Project Bond will be required prior to permit approval. Builder subject to approval by City Special Housing Committee. The Builder shall provide any other such information as required by the City Special Housing Committee. Include three references with contact information and addresses of work similar in scope performed by General Contractor/Builder in the previous five years.

- A. _____
- B. _____
- C. _____

I certify that I am authorized to execute this Application and any subsequent agreement and agree to all terms stated therein. I further understand that if there are material omissions of information requested by this Application and Conveyance Agreement or deliberately false answers, the City may revoke any permit it has granted in reliance on the answers provided by this Application and/or terminate any Conveyance Agreement entered into with Applicant.

Signature of Applicant(s): Bill Knowles Date: 6-27-25

Signature of Co-Applicant: _____ Date: _____

Title(s) (if applicant is an entity)

Sunrise 2nd Addition

Lot Purchase Offer and Application

This Lot Purchase Application, if signed and submitted to the City of Anthony, Kansas (City), constitutes an offer to purchase a lot in the Sunrise 2nd Addition in Anthony, Kansas, for the purpose of constructing a single-family home pursuant to the terms and conditions of the City's Sunrise 2nd Conveyance Agreement, and in accordance with the Declaration of Covenants, Conditions, and Restrictions of Sunrise 2nd Addition. If more than one lot is requested to be purchased, a separate application should be submitted for each lot. Submitting an application does not commit the City to sell or transfer the subject lot.

1. Name of Applicant(s): DON Klausmeyer Construction LLC
 A. Address: 10008 W YORK ST WICHITA KS 67215
 B. Telephone: 316-534-0001
 C. Email: donk@Klausmeyer.com

2. Legal Description of the Lot Applying to Purchase:

LOT # 9 BIK 5

3. General Contractor/Builder: DON Klausmeyer Construction LLC
 A. Address: 10008 W YORK ST WICHITA KS 67215
 B. Telephone: 316-534-0001
 C. Email: donk@Klausmeyer.com

4. Subcontractor(s) (if known): TBD

5. If Applicant's offer to purchase a lot is accepted by the City, Applicant represents that Applicant will construct a single-family residential dwelling on the purchased lot. Copies of the following documents must be attached to this application:

Applicant Initials

1. Proof of Financing/Commitment from Financial Institution _____
2. Site Plan Showing all Proposed Improvements _____
3. Executed Conveyance Agreement _____

6. BK (Initials required.) Applicant represents that Applicant has adequate funding and financial ability and capacity to undertake and finance the proposed construction of the single-family dwelling and hereby agrees to dedicate said funds for this purpose. Applicant further gives authorization for City staff to contact financial institution and discuss this project with financial representative.
 Financial institution contact:

- A. Name: Marcus Houghton
 B. Address: 1858 W. 21ST WICHITA KS 67205
 C. Telephone: 316-469-6860
 D. Email: mh@peoples.bank

7. BK (Initials required.) Applicant represents that Applicant does not own or have any interest in other property located in Harper County, Kansas that has delinquent taxes, unpaid special assessments, or un-remediated code violations.

8. BK (Initials required.) Applicant represents that, if Applicant enters into a Conveyance Agreement with the City, Applicant shall have six (6) months from the date of closing to obtain all required permits and commence construction.

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- A. _____
- B. _____
- C. _____

I certify that I am authorized to execute this Application and any subsequent agreement and agree to all terms stated therein. I further understand that if there are material omissions of information requested by this Application and Conveyance Agreement or deliberately false answers, the City may revoke any permit it has granted in reliance on the answers provided by this Application and/or terminate any Conveyance Agreement entered into with Applicant.

Signature of Applicant(s): Bill Knowles Date: 6-27-25

Signature of Co-Applicant: _____ Date: _____

Title(s) (if applicant is an entity)

**STATEMENT OF ACTION TAKEN BY ALL OF THE MEMBERS/UNITHOLDERS
AND MANAGING MEMBER OF DON KLAUSMEYER CONSTRUCTION, L.L.C.**

The undersigned, being all of the Members/Unitholders and the managing member of Don Klausmeyer Construction, L.L.C., a Kansas Limited Liability Company, hereinafter referred to as the "Company", and the Company itself, do hereby unanimously consent to William C. Knowles being promoted to President of the Company, authorized to act on behalf of the Company as set forth below.

All of the Members/Unitholders and the Managing Member, and the Company itself also unanimously consent to the adoption of the following resolution:

Be it resolved that all of the Unit Holders/Members of the Company hereby consent to William C. Knowles being promoted to President of the Company. As President of the Company, William C. Knowles is authorized and empowered to perform on the following:

1. Sign deeds;
2. Sign lien affidavits; and
3. Sign mortgages and mortgage modifications.

There being no further business, the meeting thereupon adjourned.

Dated this 14 day of November, 2003.

DON KLAUSMEYER
CONSTRUCTION, L.L.C.

By: Don Klausmeyer
Don Klausmeyer, Managing Member

Don Klausmeyer
Don Klausmeyer

William C. Knowles
William C. Knowles

12/19/2024

CONVEYANCE AGREEMENT
(Sunrise 2nd Addition to the City of Anthony, Kansas)

This Conveyance Agreement ("Agreement") is entered into this 25 day of June, 2025, by and between CITY OF ANTHONY, KANSAS (the "City") and the undersigned (whether one or more, "Grantee"). The City and Grantee are sometimes referred to herein individually as "Party" and collectively as "Parties."

Recitals

A. The City is owner of that certain real property legally described as Sunrise 2nd Addition, an addition to the City of Anthony, Harper County, Kansas, as shown on recorded plat thereof ("Sunrise 2nd Addition").

B. The City acquired Lots 1-16, Block 5, Sunrise 2nd Addition in order to facilitate residential development of Sunrise 2nd Addition, and in furtherance of such purpose desires to convey individual lots located in Lots 1-16, Block 5, Sunrise 2nd Addition to persons who desire and agree to construct a single family home thereon, all in accordance with that certain Declaration of Covenants, Conditions, and Restrictions of Sunrise 2nd Addition dated October 1, 2024, executed by City and recorded on December 3, 2024 in Book M40 at Page 1493 in the office of the Register of Deeds of Harper County, Kansas (the "Declaration").

Agreement

1. **Conveyance by the City.** Subject to the terms of this Agreement, the City hereby agrees to convey to Grantee the lot in Sunrise 2nd Addition set opposite Grantee's signature below, as shown on the recorded plat of Sunrise 2nd Addition (the "Lot"), reserving the mineral rights in the Lot to the City, with such conveyance being made expressly subject to the City's right to reconveyance set forth in Section 7 below. Such conveyance shall be made without consideration to the City, other than Grantee's fulfillment of Grantee's obligations hereunder. By entering into this Agreement, Grantee agrees to accept the conveyance of the Lot and any improvements thereon "as is" and City makes no representations or warranties concerning the characteristics or condition of the Lot and any improvements located thereon.

2. **Title Evidence.** Grantee shall have twenty (20) days from the date of this Agreement in which to obtain, at Grantee's sole expense, a title commitment to insure Grantee's title to the Lot issued by Security 1st Title, LLC ("Security 1st"). Grantee shall have ten (10) days from Grantee's receipt of such title commitment in which to furnish the City in writing any objections to title. Upon receipt of such written objections, the City shall have ten (10) days to respond to such objections, notifying Grantee whether it intends to cure such objections. In the event the City elects not to cure any such objection, Grantee may either terminate this Agreement in writing, in which case the Escrow Agent shall return the Warranty Deed to the City and neither Party will have any further obligations hereunder, or Grantee may waive such objection and proceed to closing of this Agreement.

3. **Closing.** Closing of this Agreement shall occur as soon as is practicable, and in no event more than Forty (40) days after execution of this Agreement. Security 1st shall serve as the closing agent. At closing, the City shall execute and deliver to Security 1st its Warranty Deed conveying the Lot to Grantee, reserving the mineral rights in the City, and subject to the City's right to reconveyance as provided in Section 7 below. Each Party agrees to execute and deliver to the other Party such other documents as required by Security 1st or as reasonably necessary to carry out the provisions of this Agreement. Grantee shall pay for all costs of closing and title/deed services including Security 1st's closing fee, the recording the transfer deed, and preparation filing of any other document to pass good title.

4. **Possession.** The City shall deliver possession of the Lot to Grantee at closing of this Agreement, and risk of loss shall pass to Grantee at closing.

5. **Construction of Residence.** Grantee shall be responsible for the costs of all improvements on the Lot. Grantee shall:

a. No later than forty-five (45) days after closing – deliver to the City and obtain approval of an executed contract between Grantee and a builder approved by the City for the construction of the single-family residence and other improvements on the Lot (the "Construction Contract").

b. No later than ninety (90) days after closing - deliver to the City construction drawings. The drawings should include a final site layout of the location of all structural and surface improvements and compliance with the Sunrise 2nd Grading/Drainage Plan. All construction must comply with the following code standards: 2018 ICC, 2017 NEC, and the Unified Development Zoning Code of the City. The City may require any other such drawings required for permit approval.

c. No later than six (6) months after closing – have successfully obtained approved City permit(s) and commence construction of the Residential Dwelling. The City Administrator shall submit construction plans to the City's Special Housing Committee (the "Committee") for review and approval in accordance with the Declaration of Covenants, Conditions, and Restrictions of Sunrise 2nd Addition adopted by the Anthony City Commission ("Guidelines"). Upon approval of the Construction Contract and all required city permits, Grantee may begin commencement of construction which must occur within six (6) months of closing. If not utilizing Klausmeyer Construction a project bond shall be required to be filed with the Harper County District Court Clerk prior to permit approval being issued. Grantee shall be deemed to have commenced construction on the date on which the building inspector retained by the City certifies that the breaking of ground on the Lot sufficient to constitute commencement of construction has occurred. Grantee shall cause construction to proceed in a diligent manner through completion and the issuance of a Certificate of Occupancy, which shall occur in accordance with the construction schedule set forth in the Construction Contract, and in no event later than 365 days after the issuance of the building permit to the Grantee ; provided, however, that the City may in its discretion grant up to two (2) 45-day extensions of such deadline.

6. **Default.** The Grantee shall be in default under the terms of this Agreement upon failure to comply with the provisions herein and the occurrence of any of the following events (each an "Event of Default"):

A. Grantee fails to obtain approval of a Construction Contract within forty-five (45) days of the closing of this Agreement.

- B. Grantee fails to submit all required construction drawings within ninety (90) days of the closing of this Agreement.
- C. Grantee fails to diligently pursue the issuance of and obtain approval of the required permits for the construction of the single-family residence on the Lot.
- D. Grantee fails to commence construction within six (6) months after the closing of this Agreement.
- E. Grantee fails to complete construction and obtain a Certificate of Occupancy within 365 days after issuance of the building permit.
- F. Any mechanic's lien is filed against the Lot and is not resolved within sixty (60) days after its filing; *provided, however*, that in the event Grantee or Grantee's builder files suit against the mechanic's lien claimant within such sixty (60) day period, no default shall occur unless and until the validity and enforceability of such mechanic's lien is adjudicated in the lien claimant's favor.

The City may in its sole discretion waive an Event of Default, grant Grantee additional time to cure an Event of Default, or otherwise forbear from enforcing its rights and remedies hereunder to allow Grantee to cure an Event of Default.

7. **Right to Reconveyance of Lot.** Upon the occurrence of an Event of Default, the City shall have the right to compel Grantee to reconvey the Lot to the City in its then "as is" condition at the time of default, on the terms set forth in this Section 7. If the City elects to enforce its right to reconveyance upon the occurrence of an Event of Default, the City shall not be required to pay any consideration for such reconveyance. In the event the City elects to proceed with such reconveyance, closing shall occur within thirty (30) days after such election. Any property remaining on the Lot after said closing shall become property of the City.

8. **Mortgage Protection.** The City acknowledges that Grantee may finance construction of the residence on the Lot through a construction loan secured by a construction mortgage thereon (the "Mortgage"). Subject to any restrictive covenants, the City agrees that its right to reconveyance under Section 7 above is subject and subordinate to the rights of the mortgagee under the Mortgage.

9. **Real Estate Tax.** Real estate taxes for the year immediately preceding the closing date, and all prior years, are the responsibility of City. Real estate taxes for the year of the closing and all subsequent years shall be the responsibility of Grantee. City hereby discloses to Grantee that the Lot is not subject to special assessments and is not located in an improvement district created pursuant to K.S.A. 12-601 *et seq.* or K.S.A. 12-6a01 *et seq.* The Lot is included in a Reinvestment Housing Incentive District pursuant to K.S.A. 12-5241 *et seq.*

10. **Inspection.** Buyer acknowledges and agrees that the dwelling and all other improvements constructed on the Lot shall be subject to inspection by a qualified inspector of City's

choosing and must pass such inspection. In the event any such improvements do not pass such an inspection, Grantee shall be obligated to make such repairs and improvements as necessary to pass inspection. All costs of inspection shall be paid by Grantee.

11. **Megan's Law Disclosure.** Kansas law requires persons who are convicted of certain crimes, including sexually violent crimes, to register with the sheriff of the county in which they reside. If the Grantee desires information regarding those registrants, information can be found on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local sheriff's office.

12. **Agency Disclosure.** City and Grantee represent and warrant to the other that they have not engaged a real estate broker or finder in connection with the purchase of the Lot.

13. **Designated Builder.** Grantee acknowledges that City encourages Grantee to consider Don Klausmeyer Construction, LLC ("Builder") as Grantee's builder to construct a single-family residence on the Lot, and Grantee agrees to give Builder the first opportunity to negotiate a Construction Contract with Grantee for the construction of the residence. City makes no representation or warranties regarding the quality of Builder's work, or regarding Builder's finances or ability, and Grantee hereby releases and holds City harmless from any claims of Grantee arising from or related to Builder's performance or the quality of the Builder's work. If Grantee desires to select a builder other than Builder, Grantee shall furnish the Committee the basis for Grantee's selection of such other builder, and the selection of such other builder shall be subject to the approval of the Committee, which shall not be unreasonably withheld so long as such other builder's qualifications are at least equal to Builder's qualifications

14. **Kansas Housing Investment Tax Credits.** If the Lot is benefited by Kansas Housing Investment Tax Credits, Grantee hereby agrees to pay ten percent (10%) of the net value of any such tax credits received by Grantee to Heartland Housing Partners pursuant to its agreement with City.

15. **Nonassignable.** This agreement may not be assigned by Grantee.

16. **Notices.** Any notices required or necessary between the parties shall be in writing and given to the City of Anthony, c/o City Administrator, 124 S Bluff, Anthony, KS 67003, and to the Grantee at the address shown under Grantee's signature on this Agreement. Grantee shall notify the City within 30 days of notification address change.

17. **Representations of Grantee.** Grantee represents and warrants to City that (a) Grantee has adequate funding available and the financial ability to complete and pay for the construction of a single-family residence on the Lot, and (b) Grantee owns no real estate in Harper County, Kansas that, as of the date of this Agreement, has unpaid and delinquent real estate taxes or special assessments against it, or has un-remediated code violations.

18. **Entire Agreement.** This Agreement shall be binding upon the Parties and their respective heirs, successors and assigns. This Agreement constitutes the entire agreement between the Parties and may not be contradicted by any prior or contemporaneous oral agreements between the Parties.

19. **Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by the law of the State of Kansas, without regard to conflict of laws. Grantee agrees that the District Court sitting in Harper County, Kansas shall have exclusive jurisdiction of any action arising from a dispute or claim under this Agreement, and Grantee submits to jurisdiction and venue in such District Court.

20. **Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which is identical, all of which shall be deemed to be an original, and all of which shall be construed together as a single agreement, and all signature pages may be collected into a single counterpart for record-keeping purposes. Electronic or other facsimile signatures may be exchanged and shall be binding on the parties as though they were original signatures. Notwithstanding the execution of this Agreement, this Agreement shall not be effective with respect to or binding upon any party hereto until all of the parties to this Agreement have executed at least one counterpart of this Agreement.

21. **Contingency.** The City's obligations hereunder are contingent upon the approval of the transaction contemplated hereby by the Anthony City Commission, and City as has executed this Agreement conditioned upon such approval. Upon approval by the Anthony City Commission, the Anthony City Administrator shall have the authority to execute all documents at closing to complete this transaction.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above written.

CITY:

CITY OF ANTHONY, KANSAS

Gregory Cleveland, Mayor

ATTEST:

Cyndra Kastens, City Clerk

GRANTEE:

LOT: Block 5Lot 1

Sunrise 2nd Addition

Doni Klausmeyer Construction LLC
Name:

Address: 10008 W. YORKCity, State, Zip: Wichita, KS 67215

STATE OF KANSAS)
)SS.
COUNTY OF HARPER)

The foregoing instrument was acknowledged before me this 25 day of June,
2024, by mb.

(SEAL)



Michelle Gardner
Notary Public

Name:
Address: _____
City, State, Zip: _____

STATE OF KANSAS)
)SS.
COUNTY OF HARPER)

The foregoing instrument was acknowledged before me this ____ day of _____,
2024, by _____.

(SEAL)

Notary Public

12/19/2024

CONVEYANCE AGREEMENT
(Sunrise 2nd Addition to the City of Anthony, Kansas)

This Conveyance Agreement ("Agreement") is entered into this 25 day of June, 2024, by and between CITY OF ANTHONY, KANSAS (the "City") and the undersigned (whether one or more, "Grantee"). The City and Grantee are sometimes referred to herein individually as "Party" and collectively as "Parties."

Recitals

A. The City is owner of that certain real property legally described as Sunrise 2nd Addition, an addition to the City of Anthony, Harper County, Kansas, as shown on recorded plat thereof ("Sunrise 2nd Addition").

B. The City acquired Lots 1-16, Block 5, Sunrise 2nd Addition in order to facilitate residential development of Sunrise 2nd Addition, and in furtherance of such purpose desires to convey individual lots located in Lots 1-16, Block 5, Sunrise 2nd Addition to persons who desire and agree to construct a single family home thereon, all in accordance with that certain Declaration of Covenants, Conditions, and Restrictions of Sunrise 2nd Addition dated October 1, 2024, executed by City and recorded on December 3, 2024 in Book M40 at Page 1493 in the office of the Register of Deeds of Harper County, Kansas (the "Declaration").

Agreement

1. **Conveyance by the City.** Subject to the terms of this Agreement, the City hereby agrees to convey to Grantee the lot in Sunrise 2nd Addition set opposite Grantee's signature below, as shown on the recorded plat of Sunrise 2nd Addition (the "Lot"), reserving the mineral rights in the Lot to the City, with such conveyance being made expressly subject to the City's right to reconveyance set forth in Section 7 below. Such conveyance shall be made without consideration to the City, other than Grantee's fulfillment of Grantee's obligations hereunder. By entering into this Agreement, Grantee agrees to accept the conveyance of the Lot and any improvements thereon "as is" and City makes no representations or warranties concerning the characteristics or condition of the Lot and any improvements located thereon.

2. **Title Evidence.** Grantee shall have twenty (20) days from the date of this Agreement in which to obtain, at Grantee's sole expense, a title commitment to insure Grantee's title to the Lot issued by Security 1st Title, LLC ("Security 1st"). Grantee shall have ten (10) days from Grantee's receipt of such title commitment in which to furnish the City in writing any objections to title. Upon receipt of such written objections, the City shall have ten (10) days to respond to such objections, notifying Grantee whether it intends to cure such objections. In the event the City elects not to cure any such objection, Grantee may either terminate this Agreement in writing, in which case the Escrow Agent shall return the Warranty Deed to the City and neither Party will have any further obligations hereunder, or Grantee may waive such objection and proceed to closing of this Agreement.

3. **Closing.** Closing of this Agreement shall occur as soon as is practicable, and in no event more than Forty (40) days after execution of this Agreement. Security 1st shall serve as the closing agent. At closing, the City shall execute and deliver to Security 1st its Warranty Deed conveying the Lot to Grantee, reserving the mineral rights in the City, and subject to the City's right to reconveyance as provided in Section 7 below. Each Party agrees to execute and deliver to the other Party such other documents as required by Security 1st or as reasonably necessary to carry out the provisions of this Agreement. Grantee shall pay for all costs of closing and title/deed services including Security 1st's closing fee, the recording the transfer deed, and preparation filing of any other document to pass good title.

4. **Possession.** The City shall deliver possession of the Lot to Grantee at closing of this Agreement, and risk of loss shall pass to Grantee at closing.

5. **Construction of Residence.** Grantee shall be responsible for the costs of all improvements on the Lot. Grantee shall:

a. No later than forty-five (45) days after closing – deliver to the City and obtain approval of an executed contract between Grantee and a builder approved by the City for the construction of the single-family residence and other improvements on the Lot (the "Construction Contract").

b. No later than ninety (90) days after closing - deliver to the City construction drawings. The drawings should include a final site layout of the location of all structural and surface improvements and compliance with the Sunrise 2nd Grading/Drainage Plan. All construction must comply with the following code standards: 2018 ICC, 2017 NEC, and the Unified Development Zoning Code of the City. The City may require any other such drawings required for permit approval.

c. No later than six (6) months after closing – have successfully obtained approved City permit(s) and commence construction of the Residential Dwelling. The City Administrator shall submit construction plans to the City's Special Housing Committee (the "Committee") for review and approval in accordance with the Declaration of Covenants, Conditions, and Restrictions of Sunrise 2nd Addition adopted by the Anthony City Commission ("Guidelines"). Upon approval of the Construction Contract and all required city permits, Grantee may begin commencement of construction which must occur within six (6) months of closing. If not utilizing Klausmeyer Construction a project bond shall be required to be filed with the Harper County District Court Clerk prior to permit approval being issued. Grantee shall be deemed to have commenced construction on the date on which the building inspector retained by the City certifies that the breaking of ground on the Lot sufficient to constitute commencement of construction has occurred. Grantee shall cause construction to proceed in a diligent manner through completion and the issuance of a Certificate of Occupancy, which shall occur in accordance with the construction schedule set forth in the Construction Contract, and in no event later than 365 days after the issuance of the building permit to the Grantee ; provided, however, that the City may in its discretion grant up to two (2) 45-day extensions of such deadline.

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- F. Any mechanic's lien is filed against the Lot and is not resolved within sixty (60) days after its filing; *provided, however*, that in the event Grantee or Grantee's builder files suit against the mechanic's lien claimant within such sixty (60) day period, no default shall occur unless and until the validity and enforceability of such mechanic's lien is adjudicated in the lien claimant's favor.

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IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above written.

CITY:

CITY OF ANTHONY, KANSAS

Gregory Cleveland, Mayor

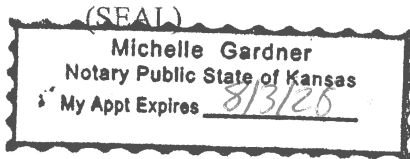
ATTEST:

Cyndra Kastens, City Clerk

GRANTEE:

LOT: Block 5Lot 8

Sunrise 2nd Addition

Don Klausmeyer Construction, L.L.C
Name:Address: 10008 W. York StCity, State, Zip: Wichita, KS 67215STATE OF KANSAS)
)SS.
COUNTY OF HARPER)The foregoing instrument was acknowledged before me this 25 day of June,
2024, by _____,
mbMichelle Gardner
Notary Public_____
Name:
Address: _____
City, State, Zip: _____STATE OF KANSAS)
)SS.
COUNTY OF HARPER)The foregoing instrument was acknowledged before me this ____ day of _____,
2024, by _____.

(SEAL)

Notary Public

12/19/2024

CONVEYANCE AGREEMENT
(Sunrise 2nd Addition to the City of Anthony, Kansas)

This Conveyance Agreement ("Agreement") is entered into this 25 day of June, 2025, by and between CITY OF ANTHONY, KANSAS (the "City") and the undersigned (whether one or more, "Grantee"). The City and Grantee are sometimes referred to herein individually as "Party" and collectively as "Parties."

Recitals

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B. The City acquired Lots 1-16, Block 5, Sunrise 2nd Addition in order to facilitate residential development of Sunrise 2nd Addition, and in furtherance of such purpose desires to convey individual lots located in Lots 1-16, Block 5, Sunrise 2nd Addition to persons who desire and agree to construct a single family home thereon, all in accordance with that certain Declaration of Covenants, Conditions, and Restrictions of Sunrise 2nd Addition dated October 1, 2024, executed by City and recorded on December 3, 2024 in Book M40 at Page 1493 in the office of the Register of Deeds of Harper County, Kansas (the "Declaration").

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2. **Title Evidence.** Grantee shall have twenty (20) days from the date of this Agreement in which to obtain, at Grantee's sole expense, a title commitment to insure Grantee's title to the Lot issued by Security 1st Title, LLC ("Security 1st"). Grantee shall have ten (10) days from Grantee's receipt of such title commitment in which to furnish the City in writing any objections to title. Upon receipt of such written objections, the City shall have ten (10) days to respond to such objections, notifying Grantee whether it intends to cure such objections. In the event the City elects not to cure any such objection, Grantee may either terminate this Agreement in writing, in which case the Escrow Agent shall return the Warranty Deed to the City and neither Party will have any further obligations hereunder, or Grantee may waive such objection and proceed to closing of this Agreement.

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11. **Megan's Law Disclosure.** Kansas law requires persons who are convicted of certain crimes, including sexually violent crimes, to register with the sheriff of the county in which they reside. If the Grantee desires information regarding those registrants, information can be found on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local sheriff's office.

12. **Agency Disclosure.** City and Grantee represent and warrant to the other that they have not engaged a real estate broker or finder in connection with the purchase of the Lot.

13. **Designated Builder.** Grantee acknowledges that City encourages Grantee to consider Don Klausmeyer Construction, LLC ("Builder") as Grantee's builder to construct a single-family residence on the Lot, and Grantee agrees to give Builder the first opportunity to negotiate a Construction Contract with Grantee for the construction of the residence. City makes no representation or warranties regarding the quality of Builder's work, or regarding Builder's finances or ability, and Grantee hereby releases and holds City harmless from any claims of Grantee arising from or related to Builder's performance or the quality of the Builder's work. If Grantee desires to select a builder other than Builder, Grantee shall furnish the Committee the basis for Grantee's selection of such other builder, and the selection of such other builder shall be subject to the approval of the Committee, which shall not be unreasonably withheld so long as such other builder's qualifications are at least equal to Builder's qualifications

14. **Kansas Housing Investment Tax Credits.** If the Lot is benefited by Kansas Housing Investment Tax Credits, Grantee hereby agrees to pay ten percent (10%) of the net value of any such tax credits received by Grantee to Heartland Housing Partners pursuant to its agreement with City.

15. **Nonassignable.** This agreement may not be assigned by Grantee.

16. **Notices.** Any notices required or necessary between the parties shall be in writing and given to the City of Anthony, c/o City Administrator, 124 S Bluff, Anthony, KS 67003, and to the Grantee at the address shown under Grantee's signature on this Agreement. Grantee shall notify the City within 30 days of notification address change.

17. **Representations of Grantee.** Grantee represents and warrants to City that (a) Grantee has adequate funding available and the financial ability to complete and pay for the construction of a single-family residence on the Lot, and (b) Grantee owns no real estate in Harper County, Kansas that, as of the date of this Agreement, has unpaid and delinquent real estate taxes or special assessments against it, or has un-remediated code violations.

18. **Entire Agreement.** This Agreement shall be binding upon the Parties and their respective heirs, successors and assigns. This Agreement constitutes the entire agreement between the Parties and may not be contradicted by any prior or contemporaneous oral agreements between the Parties.

19. **Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by the law of the State of Kansas, without regard to conflict of laws. Grantee agrees that the District Court sitting in Harper County, Kansas shall have exclusive jurisdiction of any action arising from a dispute or claim under this Agreement, and Grantee submits to jurisdiction and venue in such District Court.

20. **Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which is identical, all of which shall be deemed to be an original, and all of which shall be construed together as a single agreement, and all signature pages may be collected into a single counterpart for record-keeping purposes. Electronic or other facsimile signatures may be exchanged and shall be binding on the parties as though they were original signatures. Notwithstanding the execution of this Agreement, this Agreement shall not be effective with respect to or binding upon any party hereto until all of the parties to this Agreement have executed at least one counterpart of this Agreement.

21. **Contingency.** The City's obligations hereunder are contingent upon the approval of the transaction contemplated hereby by the Anthony City Commission, and City as has executed this Agreement conditioned upon such approval. Upon approval by the Anthony City Commission, the Anthony City Administrator shall have the authority to execute all documents at closing to complete this transaction.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above written.

CITY:

CITY OF ANTHONY, KANSAS

Gregory Cleveland, Mayor

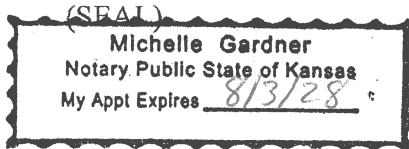
ATTEST:

Cyndra Kastens, City Clerk

GRANTEE:

 LOT: Block 5
 Lot 2
 Sunrise 2nd Addition

Don Klausmeyer Construction, L.L.C.
 Name:
Address: 10008 W. YORK STCity, State, Zip: Wichita KS 67215
 STATE OF KANSAS)
)SS.
 COUNTY OF HARPER)

 The foregoing instrument was acknowledged before me this 25 day of June,
 2024, by _____
 mb

Michelle Gardner
 Notary Public

 Name:
 Address: _____
 City, State, Zip: _____

 STATE OF KANSAS)
)SS.
 COUNTY OF HARPER)

 The foregoing instrument was acknowledged before me this _____ day of _____,
 2024, by _____.

(SEAL)

 Notary Public

12/19/2024

CONVEYANCE AGREEMENT
(Sunrise 2nd Addition to the City of Anthony, Kansas)

This Conveyance Agreement ("Agreement") is entered into this 25 day of June, 2025, by and between CITY OF ANTHONY, KANSAS (the "City") and the undersigned (whether one or more, "Grantee"). The City and Grantee are sometimes referred to herein individually as "Party" and collectively as "Parties."

Recitals

A. The City is owner of that certain real property legally described as Sunrise 2nd Addition, an addition to the City of Anthony, Harper County, Kansas, as shown on recorded plat thereof ("Sunrise 2nd Addition").

B. The City acquired Lots 1-16, Block 5, Sunrise 2nd Addition in order to facilitate residential development of Sunrise 2nd Addition, and in furtherance of such purpose desires to convey individual lots located in Lots 1-16, Block 5, Sunrise 2nd Addition to persons who desire and agree to construct a single family home thereon, all in accordance with that certain Declaration of Covenants, Conditions, and Restrictions of Sunrise 2nd Addition dated October 1, 2024, executed by City and recorded on December 3, 2024 in Book M40 at Page 1493 in the office of the Register of Deeds of Harper County, Kansas (the "Declaration").

Agreement

1. **Conveyance by the City.** Subject to the terms of this Agreement, the City hereby agrees to convey to Grantee the lot in Sunrise 2nd Addition set opposite Grantee's signature below, as shown on the recorded plat of Sunrise 2nd Addition (the "Lot"), reserving the mineral rights in the Lot to the City, with such conveyance being made expressly subject to the City's right to reconveyance set forth in Section 7 below. Such conveyance shall be made without consideration to the City, other than Grantee's fulfillment of Grantee's obligations hereunder. By entering into this Agreement, Grantee agrees to accept the conveyance of the Lot and any improvements thereon "as is" and City makes no representations or warranties concerning the characteristics or condition of the Lot and any improvements located thereon.

2. **Title Evidence.** Grantee shall have twenty (20) days from the date of this Agreement in which to obtain, at Grantee's sole expense, a title commitment to insure Grantee's title to the Lot issued by Security 1st Title, LLC ("Security 1st"). Grantee shall have ten (10) days from Grantee's receipt of such title commitment in which to furnish the City in writing any objections to title. Upon receipt of such written objections, the City shall have ten (10) days to respond to such objections, notifying Grantee whether it intends to cure such objections. In the event the City elects not to cure any such objection, Grantee may either terminate this Agreement in writing, in which case the Escrow Agent shall return the Warranty Deed to the City and neither Party will have any further obligations hereunder, or Grantee may waive such objection and proceed to closing of this Agreement.

3. **Closing.** Closing of this Agreement shall occur as soon as is practicable, and in no event more than Forty (40) days after execution of this Agreement. Security 1st shall serve as the closing agent. At closing, the City shall execute and deliver to Security 1st its Warranty Deed conveying the Lot to Grantee, reserving the mineral rights in the City, and subject to the City's right to reconveyance as provided in Section 7 below. Each Party agrees to execute and deliver to the other Party such other documents as required by Security 1st or as reasonably necessary to carry out the provisions of this Agreement. Grantee shall pay for all costs of closing and title/deed services including Security 1st's closing fee, the recording the transfer deed, and preparation filing of any other document to pass good title.

4. **Possession.** The City shall deliver possession of the Lot to Grantee at closing of this Agreement, and risk of loss shall pass to Grantee at closing.

5. **Construction of Residence.** Grantee shall be responsible for the costs of all improvements on the Lot. Grantee shall:

a. No later than forty-five (45) days after closing – deliver to the City and obtain approval of an executed contract between Grantee and a builder approved by the City for the construction of the single-family residence and other improvements on the Lot (the "Construction Contract").

b. No later than ninety (90) days after closing - deliver to the City construction drawings. The drawings should include a final site layout of the location of all structural and surface improvements and compliance with the Sunrise 2nd Grading/Drainage Plan. All construction must comply with the following code standards: 2018 ICC, 2017 NEC, and the Unified Development Zoning Code of the City. The City may require any other such drawings required for permit approval.

c. No later than six (6) months after closing – have successfully obtained approved City permit(s) and commence construction of the Residential Dwelling. The City Administrator shall submit construction plans to the City's Special Housing Committee (the "Committee") for review and approval in accordance with the Declaration of Covenants, Conditions, and Restrictions of Sunrise 2nd Addition adopted by the Anthony City Commission ("Guidelines"). Upon approval of the Construction Contract and all required city permits, Grantee may begin commencement of construction which must occur within six (6) months of closing. If not utilizing Klausmeyer Construction a project bond shall be required to be filed with the Harper County District Court Clerk prior to permit approval being issued. Grantee shall be deemed to have commenced construction on the date on which the building inspector retained by the City certifies that the breaking of ground on the Lot sufficient to constitute commencement of construction has occurred. Grantee shall cause construction to proceed in a diligent manner through completion and the issuance of a Certificate of Occupancy, which shall occur in accordance with the construction schedule set forth in the Construction Contract, and in no event later than 365 days after the issuance of the building permit to the Grantee ; provided, however, that the City may in its discretion grant up to two (2) 45-day extensions of such deadline.

6. **Default.** The Grantee shall be in default under the terms of this Agreement upon failure to comply with the provisions herein and the occurrence of any of the following events (each an "Event of Default"):

- A. Grantee fails to obtain approval of a Construction Contract within forty-five (45) days of the closing of this Agreement.

- B. Grantee fails to submit all required construction drawings within ninety (90) days of the closing of this Agreement.
- C. Grantee fails to diligently pursue the issuance of and obtain approval of the required permits for the construction of the single-family residence on the Lot.
- D. Grantee fails to commence construction within six (6) months after the closing of this Agreement.
- E. Grantee fails to complete construction and obtain a Certificate of Occupancy within 365 days after issuance of the building permit.
- F. Any mechanic's lien is filed against the Lot and is not resolved within sixty (60) days after its filing; *provided, however*, that in the event Grantee or Grantee's builder files suit against the mechanic's lien claimant within such sixty (60) day period, no default shall occur unless and until the validity and enforceability of such mechanic's lien is adjudicated in the lien claimant's favor.

The City may in its sole discretion waive an Event of Default, grant Grantee additional time to cure an Event of Default, or otherwise forbear from enforcing its rights and remedies hereunder to allow Grantee to cure an Event of Default.

7. **Right to Reconveyance of Lot.** Upon the occurrence of an Event of Default, the City shall have the right to compel Grantee to reconvey the Lot to the City in its then "as is" condition at the time of default, on the terms set forth in this Section 7. If the City elects to enforce its right to reconveyance upon the occurrence of an Event of Default, the City shall not be required to pay any consideration for such reconveyance. In the event the City elects to proceed with such reconveyance, closing shall occur within thirty (30) days after such election. Any property remaining on the Lot after said closing shall become property of the City.

8. **Mortgage Protection.** The City acknowledges that Grantee may finance construction of the residence on the Lot through a construction loan secured by a construction mortgage thereon (the "Mortgage"). Subject to any restrictive covenants, the City agrees that its right to reconveyance under Section 7 above is subject and subordinate to the rights of the mortgagee under the Mortgage.

9. **Real Estate Tax.** Real estate taxes for the year immediately preceding the closing date, and all prior years, are the responsibility of City. Real estate taxes for the year of the closing and all subsequent years shall be the responsibility of Grantee. City hereby discloses to Grantee that the Lot is not subject to special assessments and is not located in an improvement district created pursuant to K.S.A. 12-601 *et seq.* or K.S.A. 12-6a01 *et seq.* The Lot is included in a Reinvestment Housing Incentive District pursuant to K.S.A. 12-5241 *et seq.*

10. **Inspection.** Buyer acknowledges and agrees that the dwelling and all other improvements constructed on the Lot shall be subject to inspection by a qualified inspector of City's

choosing and must pass such inspection. In the event any such improvements do not pass such an inspection, Grantee shall be obligated to make such repairs and improvements as necessary to pass inspection. All costs of inspection shall be paid by Grantee.

11. **Megan's Law Disclosure.** Kansas law requires persons who are convicted of certain crimes, including sexually violent crimes, to register with the sheriff of the county in which they reside. If the Grantee desires information regarding those registrants, information can be found on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local sheriff's office.

12. **Agency Disclosure.** City and Grantee represent and warrant to the other that they have not engaged a real estate broker or finder in connection with the purchase of the Lot.

13. **Designated Builder.** Grantee acknowledges that City encourages Grantee to consider Don Klausmeyer Construction, LLC ("Builder") as Grantee's builder to construct a single-family residence on the Lot, and Grantee agrees to give Builder the first opportunity to negotiate a Construction Contract with Grantee for the construction of the residence. City makes no representation or warranties regarding the quality of Builder's work, or regarding Builder's finances or ability, and Grantee hereby releases and holds City harmless from any claims of Grantee arising from or related to Builder's performance or the quality of the Builder's work. If Grantee desires to select a builder other than Builder, Grantee shall furnish the Committee the basis for Grantee's selection of such other builder, and the selection of such other builder shall be subject to the approval of the Committee, which shall not be unreasonably withheld so long as such other builder's qualifications are at least equal to Builder's qualifications

14. **Kansas Housing Investment Tax Credits.** If the Lot is benefited by Kansas Housing Investment Tax Credits, Grantee hereby agrees to pay ten percent (10%) of the net value of any such tax credits received by Grantee to Heartland Housing Partners pursuant to its agreement with City.

15. **Nonassignable.** This agreement may not be assigned by Grantee.

16. **Notices.** Any notices required or necessary between the parties shall be in writing and given to the City of Anthony, c/o City Administrator, 124 S Bluff, Anthony, KS 67003, and to the Grantee at the address shown under Grantee's signature on this Agreement. Grantee shall notify the City within 30 days of notification address change.

17. **Representations of Grantee.** Grantee represents and warrants to City that (a) Grantee has adequate funding available and the financial ability to complete and pay for the construction of a single-family residence on the Lot, and (b) Grantee owns no real estate in Harper County, Kansas that, as of the date of this Agreement, has unpaid and delinquent real estate taxes or special assessments against it, or has un-remediated code violations.

18. **Entire Agreement.** This Agreement shall be binding upon the Parties and their respective heirs, successors and assigns. This Agreement constitutes the entire agreement between the Parties and may not be contradicted by any prior or contemporaneous oral agreements between the Parties.

19. **Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by the law of the State of Kansas, without regard to conflict of laws. Grantee agrees that the District Court sitting in Harper County, Kansas shall have exclusive jurisdiction of any action arising from a dispute or claim under this Agreement, and Grantee submits to jurisdiction and venue in such District Court.

20. **Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which is identical, all of which shall be deemed to be an original, and all of which shall be construed together as a single agreement, and all signature pages may be collected into a single counterpart for record-keeping purposes. Electronic or other facsimile signatures may be exchanged and shall be binding on the parties as though they were original signatures. Notwithstanding the execution of this Agreement, this Agreement shall not be effective with respect to or binding upon any party hereto until all of the parties to this Agreement have executed at least one counterpart of this Agreement.

21. **Contingency.** The City's obligations hereunder are contingent upon the approval of the transaction contemplated hereby by the Anthony City Commission, and City as has executed this Agreement conditioned upon such approval. Upon approval by the Anthony City Commission, the Anthony City Administrator shall have the authority to execute all documents at closing to complete this transaction.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above written.

CITY:

CITY OF ANTHONY, KANSAS

Gregory Cleveland, Mayor

ATTEST:

Cyndra Kastens, City Clerk

GRANTEE:

LOT: Block 5Lot 9

Sunrise 2nd Addition

Doni Klausmeyer Construction, L.C.C

Name:

Address: 10008 W York StCity, State, Zip: Wichita, KS 67215STATE OF KANSAS)
)SS.
COUNTY OF HARPER)The foregoing instrument was acknowledged before me this 25 day of June,
2024, by _____,
M⁶

Michelle Gardner
Notary Public

Name:
Address: _____
City, State, Zip: _____

STATE OF KANSAS)
)SS.
COUNTY OF HARPER)The foregoing instrument was acknowledged before me this ____ day of _____,
2024, by _____.

(SEAL)

Notary Public

ORDER

DATE: 07/01/2025

TO: Joey Jackson & Katie Owenby
 463 S LL & G
 Anthony, Ks 67003

RE: 463 S LL & G
 Anthony, KS 67003

LEGAL: GOGGIN & HOLDRIDGE'S ADD , BLOCK 02 , Lot 031 - 34.
 in the City of Anthony, Harper County, Kansas.

You are hereby notified that Chapter VII, Article 2, of the Anthony City Code provides for the abatement of Health Nuisance and the assessing of the expense thereof. Enclosed is a copy of the City Code for **Health Nuisance**.

FINDINGS OF FACT

X **Joey Jackson & Katie Owenby** are in violation of Chapter VII, Article 2, of Anthony City Code.

X **Joey Jackson & Katie Owenby** are ordered to abate the health nuisance within 10 Days of the receipt of this order.

X **Joey Jackson & Katie Owenby**, you have 10 days from date of receipt of the Order to request a hearing before the Governing Body.

This is to notify you that you are ordered to clear the property of all health nuisances, including but not limited to: **Lumber, scrap, loose metal fencing, buckets, containers, plastic piping, bricks, water containment cubicles, foam, coffee tables, tarps, tires, burn barrels, vehicle toppers, loose wooden fencing, loose vehicle mechanical equipment, boxes of clothing material, indoor vacuums, and any other violation under this ordinance.**

Failure to abate the condition(s) or to request a Hearing, within the time allowed may result in prosecution or subject to procedure as provided in Section 7-207 and/or abatement of the condition(s). In the event the City abates or removes the health nuisance, said costs shall be paid by: **Joey Jackson & Katie Owenby 463 S LL & G Anthony, Ks 67003**

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

 Gregory L. Cleveland, Mayor
 City of Anthony

 Date

463 S. LL&G- 06/26/2025**Ordinance violation 7-201 (Health nuisance)**

On 06/26/2025 I Deputy Chief Houston with the Anthony Police Department inspected 463 S. LL&G, Anthony, Harper County Kansas for local city ordinance violations. Upon inspection I viewed multiple violations of 7-201 (Health Nuisances). Summary- Lumber, scrap, loose metal fencing, buckets, containers, plastic piping, bricks, water containments cubicles, foam, coffee tables, tarps, tires, burn barrels, vehicles toppers, loose wooden fencing, loose vehicle mechanical equipment, boxes of clothing material, indoor vacuums, and any other violation under this ordinance.

A handwritten signature in black ink, appearing to read "JTH".

463 S. LUG

NSH

6/20/25

Item 21.



403 S. LUG NJH 6/26/25

Item 21.



463 S. 2226

NTH

6/26/25

Item 21.



463 S. LLaG WTH 6/26/25

Item 21.





463 S. LUG WITH 6/26/25

Item 21.



463 S. LL & 6 NTH 4/21/25

Item 21.



ORDER

DATE: 07/01/2025

TO: Joey Jackson & Katie Owenby
463 S LL & G
Anthony, Ks 67003

RE: 463 S LL & G, Anthony, KS 67003

Legal: GOGGIN & HOLDRIDGE'S ADD , BLOCK 02 , Lot 031 - 34., in the City of Anthony,
Harper County, Kansas

You are hereby notified that Chapter VII, Article 3, of the Anthony City Code provides for the abatement of Inoperable Vehicle Nuisance and the assessing of the expense thereof. Enclosed is a copy of the City Code for **Inoperable Vehicle**.

FINDINGS OF FACT

X **Joey Jackson & Katie Owenby** are in violation of Chapter VII, Article 3, of Anthony City Code.

X **Joey Jackson & Katie Owenby** are ordered to abate the Inoperable Vehicle nuisance within 10 days of the receipt of this order.

X **Joey Jackson & Katie Owenby**, you have 10 days from date of receipt of the Order to request a hearing before the Governing Body.

This is to notify you that you are ordered to clear the property of all inoperable vehicle nuisances, including but not limited to: **A White and brown in color Winnebago with model # D 29, Serial partial # SD22 S705, an orange in color Chevrolet Silverado with VIN # 1GCEC14W0YZ299322, a gray and maroon in color Chevrolet Silverado with no unique identifier due to the destruction of the vehicle, a green in color Ford F100 flatbed with warranty # F10GK361157, a white in color Ford F150 VIN # 1FTRF18L22NB49400.**

Failure to abate the condition(s) or to request a Hearing, within the time allowed may result in prosecution or subject to procedure as provided in Section 7-307 and/or abatement of the condition(s). In the event the City abates or removes the health nuisance said costs shall be paid by **Joey Jackson & Katie Owenby 463 S LL & G Anthony, Ks 67003.**

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

Gregory L Cleveland, Mayor
City of Anthony

Enclosures:

Date

463 S. LL&G- 06/26/2025

Ordinance violation 7-303 (Junk motor vehicle on property)

On 06/26/2025 I Deputy Chief Houston with the Anthony Police Department inspected 463 S. LL&G, Anthony, Harper County Kansas. While inspecting the property an inoperable junk motor vehicle defined as a white and brown in color Winnebago with model # D 29, Serial partial # SD22 S705, an orange in color Chevrolet Silverado with VIN# 1GCEC14W0YZ299322, a gray and maroon in color Chevrolet Silverado with no unique identifier due to the destruction of the vehicle, a green in color Ford F100 flatbed with warranty # F10GK361157, a white in color Ford F150 VIN# 1FTRF18L22NB49400 was located on property.

A handwritten signature in black ink, appearing to be 'MA JTH'.

463 S. LUG NJH C/26/25

Winnabago



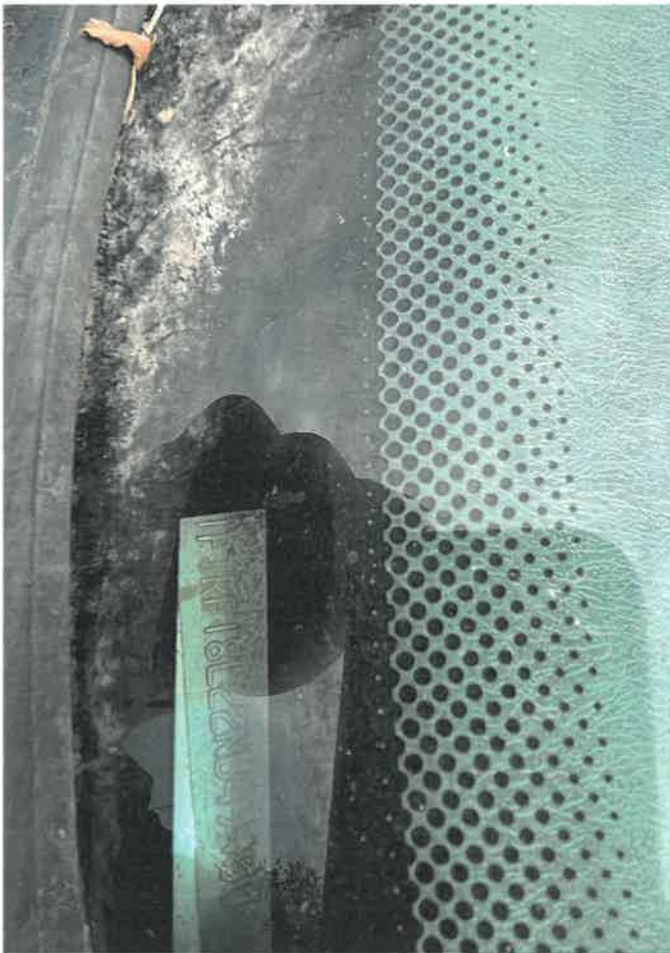
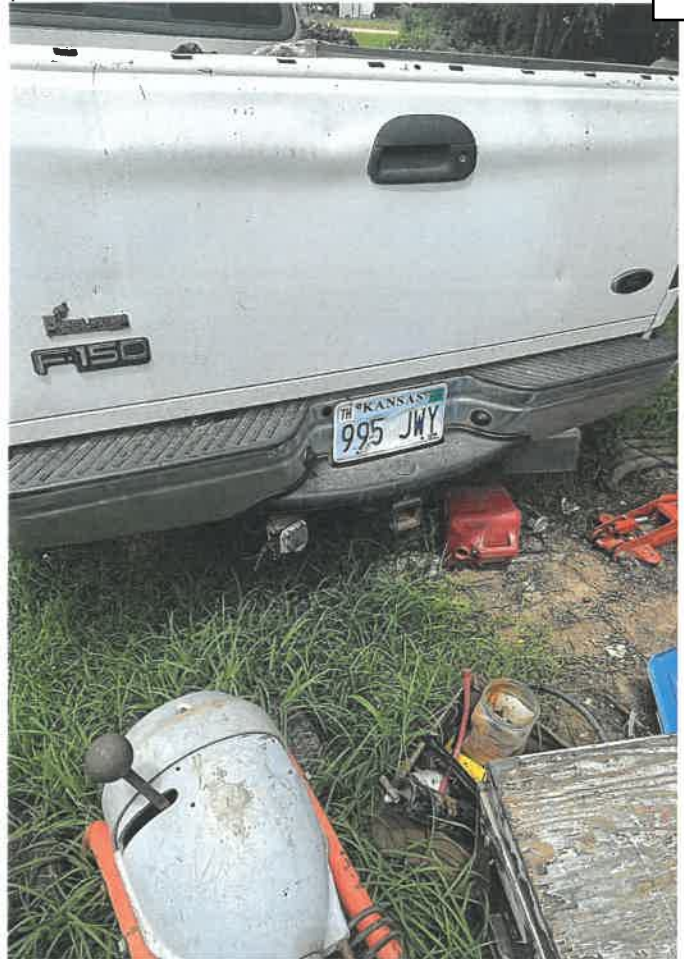
463 S. LL & G WJH 6/26/25

Item 22.



403 S. LL26 25H 6/26/25

Item 22.



463 S. 46+6 NTH 6/26/25

Item 22.



ORDER

DATE: 07/01/2025

TO: William Leonard Foss II
536 S Kansas
Anthony, Ks 67003

RE: 536 S Kansas, Anthony, KS 67003

LEGAL: Lot Seventeen (17) in Block Six (6) of Cade's Addition in the City of
Anthony, Harper County, Kansas.

You are hereby notified that Chapter VII, Article 2, of the Anthony City Code provides for the abatement of Health Nuisance and the assessing of the expense thereof. Enclosed is a copy of the City Code for **Health Nuisance**.

FINDINGS OF FACT

X **William Leonard Foss II, 536 S Kansas** is in violation of Chapter VII, Article 2, of Anthony City Code.

X **William Leonard Foss II, 536 S Kansas** is ordered to abate the health nuisance within 10 Days of the receipt of this order.

X **William Leonard Foss II, 536 S Kansas** has 10 days from date of receipt of the Order to request a hearing before the Governing Body.

This is to notify you that you are ordered to clear the property of all health nuisances, including but not limited to: **Buckets of scrap, buckets of miscellaneous, refrigerator, toilet, tires, lumber, hoses, shopping cart, old lawn engines, utility dolly, mattress and box springs, freezer, pumps, modified trailer, burn barrels, wire scrap, and any other item in violation of this code.**

Failure to abate the condition(s) or to request a Hearing, within the time allowed may result in prosecution or subject to procedure as provided in Section 7-207 and/or abatement of the condition(s). In the event the City abates or removes the health nuisance, said costs shall be paid by: **William Leonard Foss II, 536 S Kansas**

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

Gregory L Cleveland, Mayor
City of Anthony

Date

Enclosures:

536 S. Kansas- 06/26/2025**Ordinance violation 7-201 (Health nuisance)**

On 06/26/2025 I Deputy Chief Houston with the Anthony Police Department inspected 536 S. Kansas, Anthony, Harper County Kansas for local city ordinance violations. Upon inspection I viewed multiple violations of 7-201 (Health Nuisances). Summary- buckets of scrap, buckets of miscellaneous, refrigerator, toilet, tires, lumber, hoses, shopping cart, old lawn engines, utility dolly, mattress and box springs, freezer, pumps, modified trailer, burn barrels, wire scrap, and any other item in violation of this code.





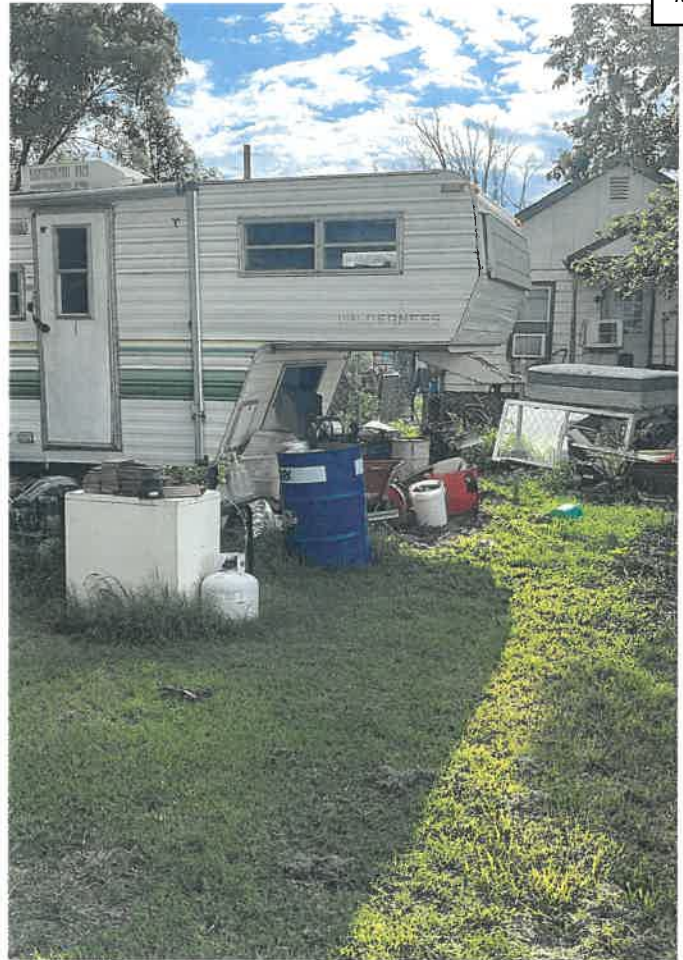
536 S. Wiggins NJH 6/26/25

Item 23.









ORDER

DATE: 07/01/2025

TO: William Leonard Foss II
536 S. Kansas
Anthony, KS 67003

RE: 536 S. Kansas, Anthony, KS 67003

Legal: Lot Seventeen (17) in Block Six (6) of Cade's Addition, in the City of
Anthony, Harper County, Kansas.

You are hereby notified that Chapter VII, Article 3, of the Anthony City Code provides for the abatement of Inoperable Vehicle Nuisance and the assessing of the expense thereof. Enclosed is a copy of the City Code for **Inoperable Vehicle**.

FINDINGS OF FACT

- X William Leonard Foss II is in violation of Chapter VII, Article 3, of Anthony City Code.
- X William Leonard Foss II is ordered to abate the Inoperable Vehicle nuisance within 10 days of the receipt of this order.
- X You have 10 days from date of receipt of the Order to request a hearing before the Governing Body.

This is to notify you that you are ordered to clear the property of all inoperable vehicle nuisances, including but not limited to: a **Camouflage in color Chevrolet Blazer VIN #: 1G8CT18RXG8132556 bearing Kansas Antique Plate #: 326109.**

Failure to abate the condition(s) or to request a Hearing, within the time allowed may result in prosecution or subject to procedure as provided in Section 7-307 and/or abatement of the condition(s). In the event the City abates or removes the health nuisance said costs shall be paid by: **William Leonard Foss II, 536 S. Kansas, Anthony, KS 67003.**

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

Gregory L Cleveland, Mayor
City of Anthony

Enclosures:

Date

536 S. Kansas- 06/26/2025

Ordinance violation 7-303 (Junk motor vehicle on property)

On 06/26/2025 I Deputy Chief Houston with the Anthony Police Department inspected 536 S. Kansas, Anthony, Harper County Kansas. While inspecting the property an inoperable junk motor vehicle defined as a camouflage in color Chevrolet Blazer VIN# 1G8CT18RXG8132556 bearing Kansas Antique 326109 was located on property.

A handwritten signature in black ink, appearing to be "H. J. H.", is located below the text.

536 S, K6-505 NTH 6/26/25

Item 24.



536 S. Kansas WTH C/26/25

Item 24.



ORDER

DATE: 07/01/2025

TO: Gregory W. & Marla R. Stierwalt
13896 Hickory Dr
Neosho, Mo. 64850

RE: 311 N Franklin Anthony, KS 67003

LEGAL: ANTHONY AKA OUTBKS, BLOCK 03, Lot 006. in the City of Anthony, Harper County, Kansas.

You are hereby notified that Chapter VII, Article 2, of the Anthony City Code provides for the abatement of Health Nuisance and the assessing of the expense thereof. Enclosed is a copy of the City Code for **Health Nuisance**.

FINDINGS OF FACT

X **Gregory W. & Marla R. Stierwalt** are in violation of Chapter VII, Article 2, of Anthony City Code.

X **Gregory W. & Marla R. Stierwalt** are ordered to abate the health nuisance within 10 days of the receipt of this order.

X **Gregory W. & Marla R. Stierwalt** have 10 days from date of receipt of the Order to request a hearing before the Governing Body.

This is to notify you that you are ordered to clear the property of all health nuisances, including but not limited to: **Lumber piles scattered throughout the property, old lawn equipment, wooden pallets, chairs, stoves, scattered aluminum, tires, buckets, refrigerator, trash bags, plastic tubs, water heater, laid over fencing, 4-wheeler, shopping carts, freezer, water holding plastic containers and all other Trash, Metal, Wood, Rock, etc. debris.**

Failure to abate the condition(s) or to request a Hearing, within the time allowed may result in prosecution or subject to procedure as provided in Section 7-207 and/or abatement of the condition(s). In the event the City abates or removes the health nuisance, said costs shall be paid by: **Gregory W. & Marla R. Stierwalt 13896 Hickory Dr Neosho, Mo. 64850**

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

Gregory L Cleveland, Mayor
City of Anthony

Date

Enclosures:

ORDER

DATE: 07/01/2025

TO: Gregory W. & Marla R. Stierwalt
13896 Hickory Dr
Neosho, Mo. 64850

RE: 311 N Franklin Anthony, KS 67003

Legal: ANTHONY AKA OUTBKS , BLOCK 03 , Lot 006. in the City of Anthony, Harper
County, Kansas

You are hereby notified that Chapter VII, Article 3, of the Anthony City Code provides for the abatement of Inoperable Vehicle Nuisance and the assessing of the expense thereof. Enclosed is a copy of the City Code for **Inoperable Vehicle**.

FINDINGS OF FACT

- X Gregory W. & Marla R. Stierwalt are in violation of Chapter VII, Article 3, of Anthony City Code.
- X Gregory W. & Marla R. Stierwalt are ordered to abate the Inoperable Vehicle nuisance within 10 days of the receipt of this order.
- X Gregory W. & Marla R. Stierwalt have 10 days from date of receipt of the Order to request a hearing before the Governing Body.

This is to notify you that you are ordered to clear the property of all inoperable vehicle nuisances, including but not limited to: **a white in color Chevrolet Deluxe Flatbed with no unique identifier, a 1988 Chevrolet pickup with VIN #: 1GCGK34K1JE173309, and a 1991 Chevrolet pickup with VIN #: 1GCCS14A0M8301679.**

Failure to abate the condition(s) or to request a Hearing, within the time allowed may result in prosecution or subject to procedure as provided in Section 7-307 and/or abatement of the condition(s). In the event the City abates or removes the Inoperable vehicle nuisance said costs shall be paid by: **Gregory W. & Marla R. Stierwalt 13896 Hickory Dr Neosho, Mo. 64850**

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

Gregory L Cleveland, Mayor
City of Anthony

Date

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
7/1/25

PUBLIC COMMENT

1. Introduction of New Employee - Bridget Mattingly, Utility Billing Clerk

CONSENT AGENDA

2. Approve Regular Meeting Minutes of June 17, 2025
3. Approve Special Meeting Minutes of June 19, 2025
4. Special Appropriations
 Fund #34 Street Improvements - EBH \$659.18 -Engineering CCLIP KA-6909-01
5. Appropriation Ordinance No 3217 \$119,148.68
6. Approve 07.01.2025 Payroll \$71,302.46
7. Approve KDOT Grant Agreement No. AV-2026-02 \$153,000 for JetA Fuel System - Match Commitment \$17,000
8. Reappoint Larry Berry KMGGA Director for 2-Year Term to Expire 8/31/27
9. Approve to Bid Stock Electrical Wire
 500' #2 THHN Copper Wire
 500' 1/0 THHN Copper Wire
 500' 2/0 THHN Copper Wire
10. Approve June 2025 Court Report
11. Approve Pay Request #14 KDOT Project No. KA-6909-01 \$659.18 EBH Engineering to EBH for FY25 CCLIP Main & Anthony

PUBLIC HEARINGS - NONE

REGULAR BUSINESS

12. 2E Violation Notification Extension Request

This landowner wants to be on the agenda to ask the Commission to allow him to leave the trees or give him more time on the violation he was served to remove the large trees he had his contractor dump into the lake.

13. Bid Opening Water Storage Maintenance RFQ

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
7/1/25

This is one of the many bid openings you will start to see that was approved some time ago to go out to bid and now that Chris is back, we are finally getting some of them out. This is to contract with a company to get on a three-year cycle to do water tank cleaning on the large water tank in town, the tower, and the tanks up at the water plant – 3 locations of tank cleaning. This would be to meet KDHE's sanitary requirements. We would secure a three-year contract to inspect one location each year and therefore, each tank would be inspected and cleaned every three years. Likely, you will open these and just kick them back for staff and water operator review depending on how many bids we get.

14. Bid Opening Garfield & LLG Farmland Lease

We have a small problem with this lease this time. The county has changed the tax category for most of Sunrise and the Garfield land development. I do not know why they did it to some of these lots, this one in particular that has had no development, and have a call into them in regard to this concern. It did, however, drastically raise the property taxes. Reminder, the city only pays property taxes because it is leased. If it was not, it would be tax exempt. Because it is we pay the taxes. Usually, it is around \$150 per year. And the lease payment covers that and the insurance. Not much else but at least that and then we don't have to mow it. But now, the taxes are estimated to cost about \$3,300. The lease payment last year was only \$688. So, just a heads up that I do have a small issue here that is not fully resolved. I have made the current tenant aware. We are proceeding with the bidding, hoping the County can rectify the problem. If they cannot, we can always let them out of the lease and return their payment.

15. Bid Opening Airport Farmland Lease

16. Approve Construction Bid CCLIP Project# 039 KA-6909-01 Main and Anthony

Attached to this agenda item are the bids received and award approval documents for the CCLIP project at Main and Anthony. Vogts Parga is the lowest bidder at \$521,766. This is approximately \$100K cheaper than what we estimated in 2022 when we applied for the grant. A bid coming in cheaper than projected.... I haven't seen that happen since COVID. This means the city's match commitment is now officially \$0 and we can release the match we were holding to go toward the match on the new CCLIP application, as we budgeted to do in the 2025 street operations/capital plan. The bid has been reviewed and approved by KDOT and EBH. This contract will need to be approved by the city and will need the mayor and two additional commissioners to sign. I will then return it to KDOT, and they will award the bid to Vogts.

17. Appoint Land Bank Board of Trustees

We have had even more interest. We now have 7 names who would like to be considered to serve on the Board. The names listed in the order they were received: Jessica Graves, Pam Giesen, Diana Schmidt, Sheila Adams, Peter Bartley, Connie Jacobs, Charlie Gipple, Lee Cox. Reminder that there is a Board of Trustees that will hold a lot of authority but there is also just members that can serve to help the Land Bank. Therefore, those that are not appointed as Trustees can still help with the Land Bank.

18. Approve Lot Purchase Applications and Lot Conveyance Agreements for Lots 1, 2, 8, and 9, Block 5 Sunrise 2nd Addition to Klausmeyer Construction

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
7/1/25

We finally have paperwork. This motion will need to include authorizing the City Administrator to execute all documents at closing to complete the transaction.

19. Pelican Street Sweeper Extended Warranty

It's that time. We had pushed off the discussion on whether to get the extended warranty on the street sweeper until it was closer to being delivered and if you can believe it, it's almost July already. The current warranty is a one-year and covers Electrical, hydraulics, hoses, heat/ac system. Extended options include:

PELICAN NP 2ND YEAR PARTS/LABOR \$5,180

PELICAN NP 3RD YEAR PARTS/LABOR \$7,125

PELICAN NP 4TH YEAR PARTS/LABOR \$11,025

PELICAN NP 5TH YEAR PARTS/LABOR \$15,385

20. Damage to Anthony Ball Fields

Mayor Cleveland asked for this to be on the agenda. The street department repaired the damage and turned the costs into the PD. If the CA decides there is enough evidence to press charges, the damage will be considered for restitution if it is applicable to a charge.

- 21. Health Nuisance 463 S LL&G Jackson 2025
- 22. Inoperable Vehicle 463 S LL&G Jackson 2025
- 23. Health 536 S Kansas Foss II 2025
- 24. Inoperable Vehicle 536 S Kansas Foss II 2025
- 25. Health 311 N Franklin Stierwalt 2025
- 26. Inoperable Vehicle 311 N Franklin Stierwalt 2025

Admin Report:

- 1. EPA Tech Assistance: As of today's date, we do not have the Geotech results, but we do have the CCTV data and as we suspected, it did not reveal any issues. We had another Team meeting on June 26th and did discuss some potential directions if the soil test also shows no abnormalities or issues that could point to the cause of the failures. We also discussed the elephant in the room once more as to what the city's choices will be if we are looking at a complete replacement, which clearly, we cannot financially afford. We are waiting for Geotech before taking additional steps. More to come on that.

One note in regard to the KDHE loan preapplication that KMU helped prepare and submit on behalf of the city to see if we would qualify: We did receive word from KDHE that the city will not be considered to move onto the next round for the actual application because we did not have a Water Conservation Plan on file with them. Ask me at the meeting if you have more questions on this topic.

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
7/1/25

2. Friendship Meals Update – The following is the latest update from Jennifer Wolff:

“FYI - next week since their state health license isn't in SCKAAA name yet Anthony Friendship Meals will be distributing "Moms Meals" that SCKAAA has ordered & delivered to Muni Hall. Congregate meals will be heated up, delivered meals will need to be microwaved. We expect the updated health license to be received next week. www.momsmeals.com

July 7-11: the kitchen will be cooking/serving food they have in storage to use it up before the new menu's & supplies come into effect.

July 14-18: IF new menus & food are still not arranged & the kitchen supplies are used up, Country Girl Bakery will cater meals as ordered by Emily. Same menu as Harper & Attica Senior Meals.

By July 21 - SCKAAA should have new menus, contracts with Sysco Foods & back to normal.

Jodi Whitmore & Lois met with Emily & her staff last week to give them job applications & go over plans. Everfull has one piece of equipment they have on their list to pick up tomorrow...a convection oven. Everything else remains.

Onward & upward!!”

3. IRA Tree Grant – The Kansas Forest Service Rep was in Anthony to inspect our first reimbursement claim on June 26th. All went well. He requested that one tree be taken down to a shorter stump (which the street crew took care of right away), other than that, it appeared that all of the data and supporting documents to request the reimbursement was satisfactory.
4. Airport AWOS – The commissioning of the AWOS is happening July 1st. The contractor came on Monday to get everything ready for the FAA inspector to be there on the 1st. I will be onsite off and on during the 1st to try to learn the system and meet with FAA rep while they inspect the work of the contractor. The FAA rep recommended that the airport manager be present. I will try to balance this with the next item listed in my report happening the same day.
5. Airport Economic Development – I met with Michelle Sullivan, USD361 Transition to Career Specialist, to discuss the possibilities of CHS incorporating a CTE certificate program for aviation training. This was just a seed planting discussion, but she was very interested in working together to pursue possibilities. I gave her the contacts I had gathered for the curriculum and the programs. She is going to review them with CHS staff and get back with me. Again, we do not know where this might go. Just checking into it.
6. KDEM Storm Reimbursement – I will be meeting with Ken Steadman, KDEM, on July 1st so he can review the photos, tree piles, and documentation we compiled from the last large storm event to see if we can qualify for reimbursement along with the county.

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
7/1/25

7. Main Street Weeds – Well they were treated. The guys are going to start doing more street sweeping after hours. I will be drafting the grass clippings ordinance for review. We will see if we can get some traction and start turning this issue around.
8. Tree Board – Enclosed is a final report Bill Moyer prepared as required for the Wayne Dennis funds. He also addressed it to the Commission, and it is a nice summary of the Tree Planter Project on Main, so I attached it to my report for you to see.
9. USD361 – The letter regarding the tennis court concern was sent to the school district.
10. HCHF County Trail Project – The Harper County Health Foundation is continuing the effort to pursue a possible large scale trail project with Anthony, Harper, and Attica. Reminder that this doesn't change Anthony's long-term trail vision of the 3-phase trail system connecting the town to the lake, all the way around the lake, and the lake to CHS/Patterson. The last phase is one that Patterson Health Center knows about, but we have not chosen to pursue at present. This project just adds to our existing vision by connecting the other two communities to the lake and PHC as well. It's a very large project and would require a lot more discussion and evaluations but for now, it is just a project of great interest. HCHF had the opportunity to submit an LOI to the Patterson Family Foundation grant for the large-scale project. I informed HCHF that Anthony could not make any financial commitments at this time, as much more information would be necessary, but supports the interest level to continue to pursue what is possible. The project will be spearheaded by the Harper County Strong Committee as supported by the HCHF. More to come.

May 8, 2025

To: Anthony City Council Members and Wayne Dennis Grant Committee

From: Anthony Tree Board

Reference: Wayne Dennis Grant Final Report with Attachment

As you are aware, The Anthony Tree Board received two (2) financial grants in 2024 and 2025 calendar years for the placement of "tree planter boxes" within the downtown area of Anthony. The purpose of the project is to reestablish trees in the downtown area for environmental aspects for residents and visitors to Anthony.

Grant #1, received in 2024 established eleven (11) planter boxes and trees. A total on \$13,899.29 was expended. Funding source included \$8,000 of Wayne Dennis award, \$3,000 of Tree Board budget, and \$2,899.29 of private donation.

Grant #2, received in 2025 established ten (10) additional planter boxes and trees. A total of \$10,201.04 was expended. Funding source included \$6,500 of Wayne Dennis grant, \$2,999.12 of Tree Board budget, and \$701.92 from a private donation.

Survival rate of the first eleven plantings in 2024 would be considered normal. Late freezes of flowering trees can impact newly planted trees as that have not built up adequate reserves for second budding or leaf push. Overall I am satisfied that the tree planter box program will be effective in future years.

The Tree Board wishes to express their thankfulness to the Wayne Dennis Grant Committee in providing monetary support for this program.

Sincerely,



Anthony Tree Board

Bill Moyer, Chairperson

Anthony Tree Board Project 2024/2025

City Planter Boxes

Location	Year Planted	Scientific Name	Common Name
Municipal Hall	2025	Tilia Americana (Redman)	Linden
John Deere/Co-op	2025	Tilia Cordata (Greenspire)	Linden
City Hall	2025	Ginkgo Biloba	Ginkgo
Country at Heart	2025	Ginkgo Biloba	Ginkgo
H&R Block	2025	Quercus Bicolor	Swamp White Oak
Irwin Potter	2025	Quercus Bicolor	Swamp White Oak
Greene Vision	2024	Cercis Canadensis	Oklahoma Redbud
Wellness Center	2024	Cercis Canadensis	Oklahoma Redbud
People Bank and Trust*	2024	Cercis Canadensis	Oklahoma Redbud
Bank of Commerce*	2024	Cercis Canadensis	Oklahoma Redbud
Thrift Shop	2025	Quercus Rubra	Northern Red Oak
Hal's Photography	2025	Quercus Rubra	Northern Red Oak
American Family Ins.	2024	Quercus Macrocarpa	Bur Oak
Life Church	2025	Quercus Coccinea	Scarlet Oak
Gene's Heartland	2025	Quercus Coccinea	Scarlet Oak
Obadiah's Pantry**	2025	Tilia Cordata (Greenspire)	Linden
Petunia's	2024	Pinus Nigra	Austrian Pine
Bank of the Plains	2024	Truncaturn	Crimson Sunset Maple
Hazel's	2024	Rubrum	Red Point Maple
State Farm	2024	Truncaturn	Crimson Sunset Maple
Mary Ewertz	2024	Syringa Reticulata	Japanese Silk Tree

* Denotes trees planted in 2024 and have not releafed as of 5/1/25 due to late freeze, and may need to be replaced.

** Tree replaced in 2025 due to winter kill.

To: Anthony City Commission

Re: Chief of Police report

From: Kenny Hodson

Date: 07-01-2025

We sent out several weed notices.

We served resolutions for the health code violations.

Re-inspected some properties from previous notices.

I went to the County Commission meeting again about the County Attorney.

I talked to the owner of cabin 2E about the trees in the lake. We mailed a letter to the owner and the contractor.

We investigated a case of criminal damage to property on N. 2nd.

We investigated a disturbance in the 600 block of N. Lincoln and arrested Robert Henry for domestic battery.

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

We investigated a hit and run accident to one of the city's street signs and turned the case over to the CA for possible charges.

We investigated damage done at the ballfields by a motor vehicle and we turned the case over to the CA for possible charges.

Department Reports 6/27/2025

ELECTRIC DISTRIBUTION

Tickets, locates
Replaced triplex at 425 N Mass
Non-pay turn off orders
Fixed cross arms in west rural
Trimmed tree limbs in triplex services in town and rural
Performed pole top rescue and bucket rescue training
Had power blink on feeder 4 caused by wildlife
Report of outage on S LL&G, unknown cause

POWER PLANT

Rounds

STREET

Regular grading lake & town
Mowing – town, airport & east burn site
Worked on alley north of Gene's Heartland Foods parking lot
Picked up tree limbs left over from wind storm
Weed spraying

WATER/WASTEWATER

Rounds, tickets, locates
Replace east park toilet
Install pig tail at 118 W Washington
Replaced Police Department toilet
Met with Haynes Equipment for lift stations
Fixed water plant aerator
Poured concrete on East Main Street
Redid pool plumbing
Fixed ladder
Mowed the water plant
Mowed the sewer plant
Weed eat lift stations
Repaired McDonalds lift station
Cut meter can on south Franklin

Department Reports 6.20.25

ELECTRIC DISTRIBUTION

Tickets, locates
 Set 5 single phase poles in east rural
 Straightened 2 metal and 3 phase poles in east rural
 Replaced 3 light globes at the lake
 Took down American Flags
 Report of outages in East rural caused by high wind
 Delivered 38 door knockers
 Trimmed limbs around services in town
 Had service reconnect at 202 W Grant

POWER PLANT

Rounds

STREET

Regular mowing
 Grading lake & town
 Finished tree clean up from storm
 Cleaned gutters downtown for weed spraying by Paul Jefferis
 Regular weed spraying

WATER/WASTEWATER

Rounds, tickets, locates

MECHANIC

#11 PWE 2005 F150 FINISHED INSTALLING NEW ABS SENSOR CONNECTOR PLUG ENDS WHERE THE OLD ONES WERE MISSING OR WIRES PULLED OUT OF PLUG ON MAIN WIRING HARNESS FOR DRIVER FRONT WHEEL AND REAR AXLE SPEED SENSOR. CLEARED COMPUTER. WASHED MUD FROM UNDER SIDE, WASHED TRUCK. TEST DRIVE GOOD.

#80 W 2006 F150 TEST DRIVE TRUCK, LOUD NOISE COMING FROM ENGINE BAY UNDER MED-HEAVY ACCELERATION, FOUND FAN CLUTCH TO BE STUCK ON ALL THE TIME NOT RELEASING. ORDERED PART, REMOVE AND REPLACED FAN CLUTCH.

WORKED ON UPDATING PREVENTIVE MAINTENANCE SHEET & EQUIPMENT LIST SHEET. FILING WORK ORDERS. CLEAN SWEEP SHOP PUT TOOLS AWAY

#66 EWS BOBCAT MAKING LOCK RING SPANNER WRENCH TOOL TO BE ABLE TO REMOVE LOCK RING COLLAR ON GRAPPLE BUCKET HYD. CYLINDERS TO BE ABLE TO TAKE APART TO INSTALL REBUILD SEAL KIT WHEN IT ARRIVES IN

MAIL FROM WHITE STAR.THEY SENT WRONG KIT BY A MISS TYPE ON THEIR END, WAITING FOR NEW SEAL KIT TO GET HERE SO I GET REBUILD THE TWO CYLINDERS.SENT BACK WRONG SEAL KIT

#75 S DEWEZE MOWER BAD HYD FLUID LEAK COMING FROM UNDER LEFT DECK BLADE AREA. FOUND DECK MOTOR TO BE BAD WORN OUT NOT REBUILDABLE. REMOVE AND REPLACE DECK MOTOR WITH REPLACEMENT UNIT FROM HARPER INDUSTRIES. ADDED AROUND 4 GALLONS OF 15W40 HYD FLUID. REPLACED BLADE TO MOTOR BOLT. OIL PRESSURE GAUGE NOT READING CORRECTLY. REPLACED GAUGE AND SENDING UNIT TO FIX PROBLEM. NOW READS OIL PRESSURE WHEN ENGINE IS ON. REPLACED HYD SPIN ON FILTER WHILE COVERS WAS OFF FOR EASY ACCESS TO BE ABLE TO GET TO IT.

#70 S JOHN DEERE TRACTOR COOLANT TANK HAS A LEAK SPRAYING COOLANT OUT A HOLE OR CRACK IN PLASTIC TANK WHEN ENGINE IS WARMED UP. ORDERED TANK FROM JOHN DEERE, REMOVE AND REPLACED TANK. ADDED 2 GALLONS OF JD COOL GUARD COOLANT.

#20 LW 2008 F350 PICKED UP TRUCK FROM AJ REPAIR FOR THE COMPUTER REPROGRAM/RELEARN NEW THROTTLE BODY REPAIR. AC DON'T ALWAYS COOL BUT FULL OF FREON. ELECTRICAL ISSUE, REPLACED CLIMATE CONTROL SELECTOR SWITCH AND AC CLUTCH RELAY AS THEY ARE THE MOST COMMON PROBLEMS WITH THIS ISSUE. TEST DRIVE GOOD.FILLED TRUCK WITH FUEL, WASHED MUD OUT FROM UNDER BOTTOM SIDE, WASHED OUTSIDE OF TRUCK.

#49 A AIRPORT CAR STARTED AND LET RUN TO ENSURE BATTERY IS CHARGED, CHECKED FUEL LEVEL.

#80 W 2006 F150 WORKING ON INOP 4X4, REPLACED TRANSFER CASE SHIFT MOTOR AS TEST ON WIRES SHOW A SHORT TO GROUND ,REPLACED SHIFT ENGAGE SOLENOID BUT STILL NO 4X4 WHEN SELECTOR SWITCH IS ENGAGED. WORKING ON WIRING TRYING TO FIGURE OUT ISSUE

#82 PD 2019 RAM REMOVE AND REPLACE WIPER BLADES