



City Commission Regular Meeting

Tuesday, April 16, 2024 at 6:00 PM
Commission Chambers, 124 S Bluff, Anthony, KS 67003

AGENDA

OPENING

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

PUBLIC COMMENT

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

CONSENT AGENDA

- [1.](#) Approve April 2, 2024 Regular Meeting Minutes
- [2.](#) Appropriation Ordinance No. 3188 \$261,722.90
- [3.](#) Approve 04.09.2024 Payroll \$62,773.83
- [4.](#) Appoint Rebecca New to Housing Authority to fill Unexpired Term of Connie Copenhaver 2025
- [5.](#) Appoint Mary Julana Hall & Nina Levens to Anthony Public Library Board Term Ending 2028
- [6.](#) Approve Appointment to Fill Vacancy for Ryan Cashier to Wayne Dennis Committee - Term to Expire 2027

PUBLIC HEARINGS - NONE

EXECUTIVE SESSION -

7. Executive Session for Consultation with the City Attorney Pursuant to "Consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship, K.S.A. 75-4319 (b) (2)."

REGULAR BUSINESS

- [8.](#) Request to Waive Hall Rental Fees - Jennifer Wolff, The Arts Center
9. Harper Co Community Foundation Grant - Bill Moyer, Tree Board

- [10.](#) 2024 Sunflower Balloon Fest Requests - Anthony Chamber
- [11.](#) Request from County to Purchase Available lots in Block 23 in Anthony (211 N Anthony) - Commissioner Struble, Josh Teel, Jennifer Wolff
- [12.](#) Request to Transfer Lake Lease 5E Cattail Cove Circle - David & Kenetha Lingle
- [13.](#) Approve Contract for Sale of 5 E Cattail Cove Circle to David and Kenetha Lingle
14. Open Bids for ID Farmland Lease
15. ID/Eco Devo Board Request – Curt Miller, Chairperson
16. On-Call/Back-Up Employee Housing
17. SEED Grant Banner Metal Art
18. Harper County Community Impact Meeting
- [19.](#) Approve Grant Agreement No. 23-HR-003 CDBG Housing Grant \$300,000
- [20.](#) Approve Contract with SCKEDD for Administrative Services for the 2023 CDBG Housing Grant
- [21.](#) Approve Contract with SCKEDD for Housing Inspection/Risk Assessment Services - 2023 CDBG Housing Grant
- [22.](#) Approve City of Anthony 2024 Community Development Block Grant Housing Rehabilitation Plan and Demolition Plan
23. Curb Appeal for Residential Enhancement Program (CARE)
- [24.](#) Inoperable Vehicle Nuisance 401 S. Jennings Gilchrist 2024
- [25.](#) Health Nuisance 401 S. Jennings Gilchrist 2024
- [26.](#) Health Nuisance 308 S Madison DAVIS 2024
27. Approve Purchase of 2,500 Gallon of AV Gas

STAFF REPORTS

- [28.](#) Administrator Report
- [29.](#) Chief of Police Report

ADJOURNMENT

Standing Committees:

a. Commissioner of Finance:

Jan Lanie – Sherrie Eaton (Vice)

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- 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, April 02, 2024 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, Superintendent Randy Moore, Deputy City Clerk Sherri Miller and Ashley Twyman, Police Chief Kenny Hodson, Randy & Jacquie Wiseley, Creighton & Teresa Cullop, Joe Luna, Mark & Judy Kelley, Tony Kastens, Karen Ryan, Priscilla Goucher, Joyce Kaup, Bryan Hilgemann, T.M. Strong and Barbara Thomas.

- Approval of Agenda

A motion was made to approve the agenda.

Motion made by Commissioner Hatfield, Seconded by Commissioner Smith.

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

PUBLIC COMMENT - NONE

CONSENT AGENDA

1. Approve Regular Meeting Minutes for March 19, 2024
2. Special Appropriations:
 - Fund #34 Street Improvements-EBH-\$22,692.01-Engineering FY25 CCLIP ANTHONY K44
3. Appropriation Ordinance No. 3187 \$257,887.33
4. Approve 03.26.2024 Payroll \$66,955.76

5. Approve March 2024 Court Report
6. Approve Library Board Appointments - Mary Julana Hall and Nina Levens - Terms to expire 2028
7. Approve Pay Request #1-4 KDOT Project No. KA-6909-01 \$22,692.01 Engineering to EBH for FY25 CCLIP Main & Anthony

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

Motion made by Mayor Cleveland, Seconded by Commissioner Lanie.

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

PUBLIC HEARINGS - NONE

REGULAR BUSINESS

8. Anthony Lake Economic Development Draft Counter Proposal

The City Commission reviewed their discussion points in response to Salt Plain's Outfitter's Economic Development Proposal. The Commission's next step would be to hold a town hall meeting before any commitment or formal counter proposal is drafted. However, the Commission does not want to dedicate time to hosting a town hall meeting if Salt Plain's is not interested in continuing the process. Therefore, the Commission guided the Administrator to review the current discussion points with Salt Plain's to determine their interest level in continuing.

9. Anthony American Legion Auxiliary - Hometown Heroes Veterans Banner Project

Joyce Kaup representing the American Legion Auxiliary presented a proposal for the Hometown Heroes Veterans Banner Project. The Commission committed to the project by agreeing to hang the banners for Memorial Day and Veterans Day. The American Legion will manage the banners either directly or via another party such as the Chamber.

10. Summer 2024 City of Anthony Internships

A motion was made to approve the Summer 2024 City of Anthony Internship for the office.

Motion made by Commissioner Eaton, Seconded by Commissioner Lanie.

Voting Yea: Mayor Cleveland, Commissioner Smith

Voting Nay: Commissioner Hatfield

11. Approve to Submit KHITC Application

Administrator Kastens sought direction as to whether to apply again for the tax credits for the Sunrise 2nd Housing Development. A motion was made to submit the KHITC Application.

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

12. 2024 EMC Insurance Renewal

The city's property/liability insurance renewed April 1st. After review, a motion was made to approve the Cyber Security quote for \$8,451.00 with the 2024 EMC Insurance Renewal.

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

13. Airport Closing During Community Events

The City Administrator discussed the airport closing procedure during the Balloon Fest and received direction from the Commission to consent to allowing Anthony FBO’s flight time when possible each year.

EXECUTIVE SESSION - NONE

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

At 7:00 p.m., Mayor Cleveland made a motion to go into Executive Session for ten minutes until 7:10 p.m. to discuss Staffing Pursuant to “Personnel Matters of Non Elected Personnel, K.S.A. 75-4319 (b) (1).” Commissioner Smith seconded the motion. Motion carried 5-0. The Commission chambers were cleared with the Commissioners and City Administrator remaining present.

At 7:10 p.m., Mayor Cleveland made a motion to extend the Executive Session fifteen minutes until 7:25 p.m. Commissioner Hatfield seconded the motion. Motion carried 5-0.

At 7:25 p.m., Mayor Cleveland made a motion to extend the Executive Session ten minutes until 7:35 p.m. Commissioner Lanie seconded the motion. Motion carried 5-0.

At 7:35 p.m., Mayor Cleveland made a motion to extend the Executive Session five minutes until 7:40 p.m. Commissioner Lanie seconded the motion. Motion carried 5-0.

At 7:40 p.m., Mayor Cleveland called the regular meeting back to order. No binding action was taken.

STAFF REPORTS

15. Administrator Report

The Admin reported on Lake Development Proposal, Metal Art in Right of Way, Soil Contamination Power Plant, BASE Grant, KCC 40101(d) Grid Resilience Grant, Billboard/Off-Site Sign Text Amendments, End of Year Financials/Audit and KDOT Cost-Share Grant.

16. Superintendent Report

The Superintendent reported on laws on elevators, signage, zoning, traveled to Wichita & Hutchinson to pick up oil & a motor, worked with radio repeater and other department activities.

17. Chief of Police Report

Served an ordinance to Josh Rathgeber.

Served a search warrant with the Sheriff's department at 602 N Franklin and arrested Nicholas Arnett on drug charges

Served a search warrant with the Sheriff's office at 401 S Jennings and arrested Jerad Wilson on drug charges.

Talked to several kids about riding bikes on the Main Street sidewalks.

Investigated two minor traffic accidents.

Assisted the Sheriff's department with a domestic disturbance.

ADJOURNMENT

A motion was made to adjourn the meeting.

Motion made by Mayor Cleveland, Seconded by Commissioner Smith.

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

Gregory Cleveland, Mayor

Cyndra Kastens, City Clerk/Administrator

BALANCE SHEET
CALENDAR 4/2024, FISCAL 4/2024

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL
01-00-0010	GENERAL OPERATING	33,952.23-	1,013,292.22
02-00-0010	WATER	10,537.53	760,849.08
03-00-0010	ELECTRIC	89,787.86	989,935.55
04-00-0010	SALES TAX & STATE FEES	802.01-	38,314.32
05-00-0010	SEWAGE DISPOSAL	20,759.18	518,025.57
10-00-0010	EMP INSURANCE/BENEFIT	14,672.94-	413,370.07
12-00-0010	AIRPORT	1,407.13-	174,899.60
14-00-0010	INDUSTRIAL DEVELOPMENT	55.20-	20,718.99
15-00-0010	ECONOMIC DEVELOPMENT	87.50-	108,802.68
16-00-0010	SERVICE DEPOSIT	700.00	78,829.28
17-00-0010	SPECIAL STREETS & HIGHWAY		271,386.97
18-00-0010	PUBLIC RELIEF		24,038.00
19-00-0010	WATER UTILITY RESERVE		244,277.72
21-00-0010	WWTF LOAN 2000		65,559.09
23-00-0010	WATER DEBT SVC RESERVE S2013		17,170.40
24-00-0010	BOND & INTEREST		30,033.95
25-00-0010	LIBRARY	1,606.35-	
26-00-0010	RECREATION COMMISSION	2,028.81-	69,406.89
29-00-0010	RECREATION	2,927.98	2,927.98
30-00-0010	MUNICIPAL EQUIPMENT RESERVE	11,540.50-	151,078.10
32-00-0010	SPECIAL PARKS & RECREATION		34,628.59
34-00-0010	CAPITAL IMPROVEMENT	36,955.00-	4,080,258.47
37-00-0010	GO BONDS S2010 POOL		20,740.79
40-00-0010	ELECTRIC UTILITY RESERVE		1,559,835.43
41-00-0010	EL UTIL S2017 REV BOND	37,755.00-	2,228,441.79
43-00-0010	EL UTIL S2017 BOND RESERVE		214,897.50
45-00-0010	SEWER RESERVE		155,000.00
47-00-0010	WILDLIFE AND PARKS GRANT		484,265.25
50-00-0010	WAYNE DENNIS INVESTMENT FUND		750,141.35
54-00-0010	DEBT RES. WATER 2013		199,101.69
61-00-0010	MUNICIPALITIES FIGHT ADDICTION		6,845.35
81-00-0010	WASTEWATER LAGOON CLEANING		186,200.00
82-00-0010	WATER/EQUIPMENT REPLACEMENT		160,962.03
83-00-0010	ELECTRIC/EQUIP REPLACEMENT	55,432.01-	3,462,231.22
85-00-0010	SEWER/EQUIPMENT REPLACEMENT		101,454.04
89-00-0010	TRANS GUEST APPROVED	168.75-	3,331.25
95-00-0010	FIRE DEPT CLOSING CK 612	9,786.55-	
96-00-0010	WAYNE DENNIS FUNDS		18,801.69
97-00-0011	DT REVIT. REVOLVING LOAN		.56
98-00-0010	TRANSIENT GUEST TAX		866.30
	PROOF	=====	=====
		81,537.43-	18,660,919.76
		=====	=====

CLAIMS REPORT
 Check Range: 4/04/2024- 4/17/2024

#3188

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL OPERATING					
ADVANCED COMPUTERS	KENNY'S COMPUTER/GINA FILE SYN		270.00	51534	4/17/24
ALERT 360	SURVEILLANCE AT SHOP		14.99	51535	4/17/24
AMAZON CAPITAL SERVICES	BASKETBALL NETS		74.75	51536	4/17/24
ANTHONY FARMERS COOP	#81S TIRE REPAIR/DOG FOOD		121.10	51538	4/17/24
ANTHONY REPUBLICAN	DEMO S-317 GRANT & MASS		295.40	51539	4/17/24
AT&T	HALL WIFI		74.90	51533	4/17/24
ATMOS ENERGY	4033846667 MUN HALL		795.27	51540	4/17/24
AUSTIN HOSE	NIPPLE/CLAMP/HOSE		143.28	51541	4/17/24
BAUGHMAN CO	CONSULTING BILLBOARD		125.00	51543	4/17/24
BIG SKY PARTY RENTAL LLC	DUNK TANK PR		650.00	51544	4/17/24
BORDER STATES INDUSTRIES, INC	T12 LIGHT BULBS/MUNICIPAL HALL		286.01	51566	4/17/24
COMPLIANCE ONE	MARCH MONTHLY CHARGES		12.12	51584	4/17/24
CHRIS COX	COX BOOT REIMBURSMENT		150.00	51550	4/17/24
EMERGENCY FIRE EQUIPMENT CO	#52 VALVE HANDLE		539.61	51551	4/17/24
FELD EQUIPMENT COMPANY, INC	FLASHLIGHTS		463.30	51552	4/17/24
FIRST WIRELESS INC	RADIO REPEATER & HDWE		494.71	51553	4/17/24
GENE'S HEARTLAND GOODS	TIOLET PAPER/LAWN & LEAF BAGS		75.29	51554	4/17/24
GREAT-WEST FINANCIAL	4/9/24 PR		515.33	12498761	4/16/24
HARPER COUNTY SOLID WASTE	STREET DEPT WASTE		24.40	51556	4/17/24
HARPER COUNTY ZONING	HWY MURAL ZONING PERMIT		50.00	51522	4/04/24
HOME LUMBER & SUPPLY INC	TREATED YELLOW PINE		59.36	51557	4/17/24
HUB INTERNATIONAL	APRIL BROKER FEE		51.00	51555	4/17/24
IRS	4/9/24 PR		4,583.47	12498762	4/16/24
JUSTICE BATTERY CO.	STIHL CHAIN SAW 25"		1,473.00	51558	4/17/24
KANSAS MUNICIPAL UTILITIES	2ND QT DUES		357.66	51562	4/17/24
KANSAS PAYMENT CENTER	4/09/24 PR		207.69	12498764	4/16/24
KANSAS STATE TREASURER	MARCH COURT FEES		94.00	12498760	4/16/24
KANZA BANK	APRIL DURANGO		698.13	51560	4/17/24
KONICA MINOLTA BUSINESS SOLUTI	PD SUPPORT		92.00	51565	4/17/24
KPERS	4/9/24 PR		3,162.97	12498765	4/16/24
KS DEPT OF REV-WITHHOLDING	4/9/24 PR		801.52	12498763	4/16/24
LARRY'S HOMETOWN MKT.	BLEACH/LYSOL/WATER		51.46	51568	4/17/24
ALEJANDRO LEDEZMA	DOG PICK UP		10.00	51570	4/17/24
MATTHEW W RICKE ATTY AT LAW LL	PROSECUTIOIN AGREEMENTS		52.50	51571	4/17/24
NAPA AUTO PARTS ANTHONY	#33 HYROLIC HOSE/FITTINGS/DEWE		254.21	51573	4/17/24
OFFICE PLUS OF KANSAS	PENS/PENCILS/ERASER/PAPER TOW		140.68	51575	4/17/24
PHIL'S REPAIR	CAR WASH		27.50	51576	4/17/24
SOUTH CENTRAL WIRELESS	PD PHONE		421.26	51580	4/17/24
STRONG'S INSURANCE, INC.	BUSINES AUTO		7,126.00	51583	4/17/24
UNIFIRST CORPORATION	EMPLOYEE UNIFORMS		413.26	51586	4/17/24
US BANK VOYAGER FLEET SYS	STREET DIESEL		1,890.91	51587	4/17/24
VISA	GINA HOTEL	353.27		12498755	4/16/24
VISA	ALEX SHOES	69.54	422.81	12498756	4/16/24

01 GENERAL OPERATING TOTAL 27,566.85

WATER					
ADVANCED COMPUTERS	JAMIE'S MONITORS/TV MOUNT/NEW		180.00	51534	4/17/24
ALERT 360	SURVEILLANCE AT SHOP		14.99	51535	4/17/24
AMAZON CAPITAL SERVICES	REED TOOLS		389.39	51536	4/17/24
ANTHONY FARMERS COOP	DIESEL		811.34	51538	4/17/24
ANTHONY REPUBLICAN	4TH QT TREASURER REPORT		204.00	51539	4/17/24
ATMOS ENERGY	3018386827 SHOP		403.76	51540	4/17/24

CLAIMS REPORT
Check Range: 4/04/2024- 4/17/2024

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
CAMPSPOT	MARKET PLACE		316.18	51546	4/17/24
CITY OF ANTHONY	ELECTRIC REIMB FEB 2024		1,406.40	51547	4/17/24
GREG CLEVELAND	REIMBURSE KRWA		159.46	51548	4/17/24
COMPLIANCE ONE	MARCH MONTHLY CHARGES		6.06	51584	4/17/24
CORE & MAIN LP	STOCK COUPLINGS, PARTS ETC.		5,011.94	51549	4/17/24
NELAN EARL	5E CATTAIL COVE LEASE REIMB		562.50	51574	4/17/24
FIRST WIRELESS INC	RADIO REPEATER & HDWE		1,622.98	51553	4/17/24
GENE'S HEARTLAND GOODS	OFFICE WATER		13.30	51554	4/17/24
GREAT-WEST FINANCIAL	4/9/24 PR		89.61	12498761	4/16/24
HOME LUMBER & SUPPLY INC	SAW BLADES/ZIP TIES		122.81	51557	4/17/24
HUB INTERNATIONAL	APRIL BROKER FEE		99.00	51555	4/17/24
IRS	4/9/24 PR		2,613.79	12498762	4/16/24
JUSTICE BATTERY CO.	CART FOR STIHL DEMO SAW		705.00	51558	4/17/24
KANSAS MUNICIPAL UTILITIES	2ND QT DUES		1,073.00	51562	4/17/24
KANSAS ONE-CALL SYSTEM, INC.	MARCH LOCATES		27.60	51563	4/17/24
KONICA MINOLTA BUSINESS SOLUTI	COPIER CONTRACT		19.95	51565	4/17/24
KPERS	4/9/24 PR		1,901.07	12498765	4/16/24
KRWA	MATT CC & BACKFLOW CERT		225.00	51559	4/17/24
KANSAS DEPT OF HEALTH & ENVIR	1ST QT TESTING		386.00	51567	4/17/24
KS DEPT OF REV-WITHHOLDING	4/9/24 PR		425.02	12498763	4/16/24
LARRY'S HOMETOWN MKT.	DRINKS FOR WATER MAIN BREAK		57.14	51568	4/17/24
MUNICIPAL SUPPLY, INC	MAIN BREAK STOCK		4,081.35	51572	4/17/24
NAPA AUTO PARTS ANTHONY	FUEL PUMP HIGH SVC, RST PREVEN		666.79	51573	4/17/24
NUVEI	OFFICE CC FEES		67.69	12498759	4/16/24
OFFICE PLUS OF KANSAS	CHAIR		364.00	51575	4/17/24
PHIL'S REPAIR	CAR WASH		43.75	51576	4/17/24
POSTMASTER	POSTAGE FOR BILLS DUE FOR 5/10		150.00	51577	4/17/24
RICKE'S HOME CENTER, LLC	SQUEEGEE & POLE FOR WATER DEPT		48.98	51579	4/17/24
RURAL WATER DISTRICT #2	CAMPGROUNDS LAKE		205.22	12498758	4/16/24
SOUTH CENTRAL WIRELESS	SHOP LINES/EMERGENCY LING		283.60	51580	4/17/24
GARY TAYLOR	CERT OP FEES MARCH 2024		1,502.56	51585	4/17/24
UNIFIRST CORPORATION	EMPLOYEE UNIFORMS		134.40	51586	4/17/24
US BANK VOYAGER FLEET SYS	WATER GAS		925.15	51587	4/17/24
VISA	KRISTY'S KAFE-WATER LEAK	106.44		12498755	4/16/24
VISA	ZOOM	10.21	116.65	12498756	4/16/24

02 WATER TOTAL 27,437.43

ELECTRIC					
ADVANCED COMPUTERS	JAMIE'S MONITORS/TV MOUNT/NEW		180.00	51534	4/17/24
ALERT 360	SURVEILLANCE AT SHOP		14.99	51535	4/17/24
AMAZON CAPITAL SERVICES	FILE FOLDERS		11.46	51536	4/17/24
JERRY ANGLE	HRA PAYOUT 23/24 DEDUCTIBLE		750.00	51537	4/17/24
ANTHONY FARMERS COOP	TIRE REPAIR/CONSTRUCTION		166.19	51538	4/17/24
ANTHONY REPUBLICAN	4TH QT TREASURER REPORT		87.40	51539	4/17/24
ATMOS ENERGY	3063464792 POWER PLANT		863.72	51540	4/17/24
BORDER STATES INDUSTRIES, INC	STOCK GUY WIRE/EMT CONDUIT.ANC		2,179.51	51566	4/17/24
COMPLIANCE ONE	MARCH MONTHLY CHARGES		6.06	51584	4/17/24
FIRST WIRELESS INC	RADIO REPEATER & HDWE		1,734.62	51553	4/17/24
GENE'S HEARTLAND GOODS	OFFICE WATER		25.28	51554	4/17/24
GREAT-WEST FINANCIAL	4/9/24 PR		554.52	12498761	4/16/24
HOME LUMBER & SUPPLY INC	VINYL, ZIP TIES/LADDER HOOKS		28.99	51557	4/17/24
HUB INTERNATIONAL	APRIL BROKER FEE		99.00	51555	4/17/24
IRS	4/9/24 PR		6,298.21	12498762	4/16/24

CLAIMS REPORT
Check Range: 4/04/2024- 4/17/2024

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
KANSAS ELECTRIC COOPERATIVES	APRIL SAFETY MEETING		2,450.00	51561	4/17/24
KANSAS MUNICIPAL UTILITIES	2ND QT DUES		357.67	51562	4/17/24
KANSAS ONE-CALL SYSTEM, INC.	MARCH LOCATES		27.60	51563	4/17/24
KMEA EMP2 OPERATING ACCOUNT	MARCH PURCHASED POWER		103,356.00	51564	4/17/24
KPERS	4/9/24 PR		4,281.09	12498765	4/16/24
KS DEPT OF REV-WITHHOLDING	4/9/24 PR		1,164.01	12498763	4/16/24
LARRY'S HOMETOWN MKT.	TP/AIR FRESHNER/WATER		68.52	51568	4/17/24
NAPA AUTO PARTS ANTHONY	AIR HOSE/WIND SHIELD FLUID.SEA		90.17	51573	4/17/24
NUVEI	OFFICE CC FEES		67.69	12498759	4/16/24
OFFICE PLUS OF KANSAS	CHAIR		364.00	51575	4/17/24
PHIL'S REPAIR	CAR WASH		14.25	51576	4/17/24
POSTMASTER	POSTAGE FOR BILLS DUE FOR 5/10		300.00	51577	4/17/24
RAMSEY OIL	#1,6,7,9,14,16 HYDRAULIC OIL		595.44	51578	4/17/24
SOUTH CENTRAL WIRELESS	OFFICE LINES		442.43	51580	4/17/24
UNIFIRST CORPORATION	EMPLOYEE UNIFORMS		763.54	51586	4/17/24
US BANK VOYAGER FLEET SYS	PLANT GAS		1,494.26	51587	4/17/24
VISA	MITCHELL TOOL	51.97		12498755	4/16/24
VISA	ZOOM	10.23	62.20	12498756	4/16/24
03 ELECTRIC TOTAL			128,898.82		
SALES TAX & STATE FEES					
DIRECTOR OF TAXATION	MARCH 2024		8,558.54	12498757	4/16/24
04 SALES TAX & STATE FEES TOTAL			8,558.54		
SEWAGE DISPOSAL					
ADVANCED COMPUTERS	JAMIE'S MONITORS/TV MOUNT/NEW		180.00	51534	4/17/24
ALERT 360	SURVEILLANCE AT SHOP		14.98	51535	4/17/24
ANTHONY FARMERS COOP	LAKE SEPTIC SUPPLIES/SHOP SUPP		276.36	51538	4/17/24
ANTHONY REPUBLICAN	4TH QT TREASURER REPORT		87.40	51539	4/17/24
ATMOS ENERGY	3018972372 SEWER		347.65	51540	4/17/24
B&B ELECTRIC MOTOR CO	SEWER LAGOON TRANSFER PUMP		3,121.00	51542	4/17/24
CITY OF ANTHONY	ELECTRIC REIMB FEB 2024		489.14	51547	4/17/24
COMPLIANCE ONE	MARCH MONTHLY CHARGES		6.06	51584	4/17/24
CORE & MAIN LP	INSULATOR/PAINT/FLAGS		580.84	51549	4/17/24
FIRST WIRELESS INC	RADIO REPEATER & HDWE		816.42	51553	4/17/24
GENE'S HEARTLAND GOODS	BATTERIES/KABOO/GLADE/PINESOL		105.74	51554	4/17/24
GREAT-WEST FINANCIAL	4/9/24 PR		33.89	12498761	4/16/24
HOME LUMBER & SUPPLY INC	STOCK/PVC/VLAVE/WATER HOSE		119.96	51557	4/17/24
HUB INTERNATIONAL	APRIL BROKER FEE		51.00	51555	4/17/24
IRS	4/9/24 PR		814.27	12498762	4/16/24
KANSAS MUNICIPAL UTILITIES	2ND QT DUES		357.67	51562	4/17/24
KPERS	4/9/24 PR		596.19	12498765	4/16/24
KS DEPT OF REV-WITHHOLDING	4/9/24 PR		125.74	12498763	4/16/24
NAPA AUTO PARTS ANTHONY	POLISH/WAX/CARBUEATOR CLEANER		47.81	51573	4/17/24
NUVEI	OFFICE CC FEES		67.69	12498759	4/16/24
POSTMASTER	POSTAGE FOR BILLS DUE FOR 5/10		150.00	51577	4/17/24
GARY TAYLOR	CERT OP FEES MARCH 2024		686.79	51585	4/17/24
UNIFIRST CORPORATION	EMPLOYEE UNIFORMS		42.80	51586	4/17/24
US BANK VOYAGER FLEET SYS	SEWER GAS		722.09	51587	4/17/24
VISA	AUTHORIZE.NET		1.67	12498756	4/16/24

CLAIMS REPORT
 Check Range: 4/04/2024- 4/17/2024

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
05 SEWAGE DISPOSAL TOTAL			9,843.16		
AIRPORT					
CITY OF ANTHONY	ELECTRIC REIMB FEB 2024		152.03	51547	4/17/24
SOUTH CENTRAL WIRELESS	AIRPORT LINE		40.10	51580	4/17/24
STRUHEL ELECTRIC INC	REPAIR PAPI'S		1,215.00	51581	4/17/24
12 AIRPORT TOTAL			1,407.13		
INDUSTRIAL DEVELOPMENT					
ANTHONY REPUBLICAN	LAND FOR LEASE		55.20	51539	4/17/24
14 INDUSTRIAL DEVELOPMENT TOTAL			55.20		
ECONOMIC DEVELOPMENT					
MATTHEW W RICKE ATTY AT LAW LL LAKE ECO DEV			87.50	51571	4/17/24
15 ECONOMIC DEVELOPMENT TOTAL			87.50		
RECREATION COMMISSION					
ACROSS THE HALL BOUTIQUE	TRACK JERSEYS		308.00	51524	4/11/24
AMAZON CAPITAL SERVICES	BASE PLUG		90.48	51525	4/11/24
ANTHONY FARMERS COOP	FUEL		51.32	51526	4/11/24
BRENNTAG SOUTHWEST, INC.	CHLORINE GAS		1,263.32	51545	4/17/24
CITY OF ANTHONY	ELECTRIC REIMB FEB 2024		13.36	51547	4/17/24
EPIC SPORTS	TRACK & FIELD SUPPLIES		359.19	51527	4/11/24
FACTORY 233	TRACK SHIRTS		415.40	51528	4/11/24
GENE'S HEARTLAND GOODS	MOTHER/SON MOVIE NIGHT		101.27	51529	4/11/24
HOME LUMBER & SUPPLY INC	PAINT/CHIP BRUSH, PAINTERS TAP		76.74	51557	4/17/24
IRS	4/9/24 PR		70.24	12498762	4/16/24
LARRY'S HOMETOWN MKT.	MOTHER/SON MOVIE NIGHT		43.22	51530	4/11/24
NBCRC	BASKETBALL TROPHIES		115.92	51531	4/11/24
SUPERIOR ATHLETIC FIELDS	BALLFIELD-AERATE/VAC/VERTI-CUT		1,425.00	51532	4/11/24
26 RECREATION COMMISSION TOTAL			4,333.46		
MUNICIPAL EQUIPMENT RESER					
NAPA AUTO PARTS ANTHONY	JUMPSTARTE APPROVED BY COMMIS		2,499.00	51573	4/17/24
30 MUNICIPAL EQUIPMENT RESER TOTAL			2,499.00		
CAPITAL IMPROVEMENT FUND					
SILVER STARR MANAGEMENT	LAKE BOAT RAMP REPAIR		36,955.00	51523	4/04/24
34 CAPITAL IMPROVEMENT FUND TOTAL			36,955.00		
ELECTRIC EQUIPMENT/REPLAC					
BORDER STATES INDUSTRIES, INC	SUNRISE 2ND ELECT MATERIAL		3,863.27	51566	4/17/24
STANION WHOLESALE ELECTRIC CO	SUNRISE 2ND ELECT MATERIAL		262.24	51582	4/17/24
83 ELECTRIC EQUIPMENT/REPLAC TOTAL			4,125.51		

CLAIMS REPORT
Check Range: 4/04/2024- 4/17/2024

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
TRANSIENT GUEST APPROVED LD ENTERPRISES INC	CAR SHOW FLYERS		168.75	51569	4/17/24
	89 TRANSIENT GUEST APPROVED TOTAL		168.75		
FIRE DEPT CLOSING CK 612 FELD EQUIPMENT COMPANY, INC	#53 VALVE REPLACEMENT		9,786.55	51552	4/17/24
	95 FIRE DEPT CLOSING CK 612 TOTAL		9,786.55		
	Accounts Payable Total		261,722.90		

CLAIMS REPORT CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
01	GENERAL OPERATING	27,566.85
02	WATER	27,437.43
03	ELECTRIC	128,898.82
04	SALES TAX & STATE FEES	8,558.54
05	SEWAGE DISPOSAL	9,843.16
12	AIRPORT	1,407.13
14	INDUSTRIAL DEVELOPMENT	55.20
15	ECONOMIC DEVELOPMENT	87.50
26	RECREATION COMMISSION	4,333.46
30	MUNICIPAL EQUIPMENT RESER	2,499.00
34	CAPITAL IMPROVEMENT FUND	36,955.00
83	ELECTRIC EQUIPMENT/REPLAC	4,125.51
89	TRANSIENT GUEST APPROVED	168.75
95	FIRE DEPT CLOSING CK 612	9,786.55

	TOTAL FUNDS	261,722.90

PRUPDT00
07.14.22

Thu Apr 4, 2024 8:51 AM
PAID THROUGH 3/31/2024
CALENDAR 4/2024, FISCAL 4/2024 DATES 3/31/2024 -- 4/09/2024

City of Anthony KS
COST CENTER REPORT

OPER: JD
JRNL 4145
FIRST PAY OF MONTH

C CTR DESCRIPTION	REG HRS	OT HRS	VAC HRS	SCK HRS	TOT HRS	REG AMT	OT AMT	VAC AMT	SCK AMT	TOT AMT	DEDUCTIONS
101 GEN. - ADM.	30.18	.00	.00	.00	31.21	1715.26	.00	.00	.00	1740.50	348.09
102 POLICE	457.49	.00	.00	.00	460.00	10583.03	.00	.00	.00	10624.13	1411.45
104 STREET	300.00	.00	.00	.00	320.00	6066.35	.00	.00	.00	6547.61	584.35
105 GEN-ZONING	.00	.00	.00	.00	.00	501.34	.00	.00	.00	501.34	.00
230 WATER-LAKE	86.50	.00	.00	.00	90.00	1444.57	.00	.00	.00	1501.87	78.58
231 WATER-PRODUCTIO	9.25	.00	.00	.00	9.25	166.78	.00	.00	.00	166.78	.00
232 WATER-DISTRIBUT	393.15	.00	.00	.00	397.20	5504.99	.00	.00	.00	5586.03	618.97
233 WATER-COMM& GEN	99.96	.00	.00	.00	108.02	3491.61	.00	.00	.00	3656.34	.00
331 ELECTRIC-PROD	540.00	.00	.00	.00	576.00	8021.96	.00	.00	.00	9026.80	905.48
332 ELEC-DISTRIBUTI	631.51	.00	.00	.00	645.60	9997.89	.00	.00	.00	10339.63	1502.50
333 ELECTRIC-COMM	131.41	.00	.00	.00	144.10	6162.20	.00	.00	.00	6411.80	205.87
533 SEWER-COMM & GE	37.15	.00	.00	.00	42.17	1232.54	.00	.00	.00	1327.14	.00
534 SEWER-TREATMENT	225.90	.00	.00	.00	229.95	2204.47	.00	.00	.00	2285.51	.00
2601 REC - GEN	22.00	.00	.00	.00	22.00	396.00	.00	.00	.00	396.00	.00
2622 REC - BALL	3.50	.00	.00	.00	3.50	63.00	.00	.00	.00	63.00	.00
5102 OT GEN POLICE	.00	12.00	.00	.00	12.00	.00	389.51	.00	.00	389.51	.00
5232 OT WATER DIST	.00	29.25	.00	.00	29.25	.00	1041.60	.00	.00	1041.60	.00
5331 OT ELEC PROD	.00	11.00	.00	.00	11.00	.00	508.86	.00	.00	508.86	.00
5332 OT ELEC DIST	.00	4.00	.00	.00	4.00	.00	187.04	.00	.00	187.04	.00
5333 OT ELEC COMM/GN	.00	5.75	.00	.00	5.75	.00	196.04	.00	.00	196.04	.00
5534 OT SEWER TREAT	.00	5.00	.00	.00	5.00	.00	206.30	.00	.00	206.30	.00
6102 SHIFT GEN POLIC	.00	.00	.00	.00	140.00	.00	.00	.00	.00	70.00	.00
99999 DISTRIBUTED	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	421.80
TOTAL	2968.00	67.00	.00	.00	3286.00	57551.99	2529.35	.00	.00	62773.83	6077.09

HOUSING AUTHORITY OF THE CITY OF ANTHONY
Box 288
Anthony, Kansas

924 E Spring
Anthony, Kansas

620 842 5331
Fax 620 842 5676

**CERTIFICATE OF APPOINTMENT
BOARD OF THE COMMISSIONERS OF THE
HOUSING AUTHORITY OF THE
CITY OF ANTHONY, KANSAS**

I hereby appoint the one (1) person hereinafter named to serve as commissioner of the Housing Authority of the City of Anthony, Kansas from the 1st day of January 2024 until expiration date as indicated below:

Rebecca New 8/1/2025
(to succeed Connie Copenhaver)

I hereby certify that the above designated Commissioner is not an officer or employee of the City of Anthony, Kansas.

I Witness whereof, I have hereunto signed by name as Mayor of the City of Anthony, Kansas and caused the official seal of City to be affixed this _____ day of _____.

City Administrator

**Mayor of the City of Anthony,
Kansas**

CC: Dept of HUD

ANTHONY PUBLIC LIBRARY

624 East Main
Anthony, Kansas 67003

March 21, 2024

Mr. Greg Cleveland, Mayor
City of Anthony
124 S. Bluff, P.O. Box 504
Anthony, KS 67003

Dear Mr. Cleveland:

Re: Nominees for the Anthony Public Library Board

On May 1, 2024, two library trustee positions will become vacant. One trustee cannot succeed herself because of a two term limit. The second trustee has asked not to be re-appointed.

Therefore, the Board of Trustees of the Anthony Public Library requests that Mary Julana Hall and Nina Levens be appointed to those positions. Both ladies have graciously agreed to accept appointment to the Library Board.

According to State Statutes, these terms will be for four years, beginning on May 1, 2024 and ending on April 30, 2028.

Thank you for your consideration.

Respectfully submitted by the Anthony Public Library Board.



Rebecca New,
Library Board, Chair

fill vacanay
Term Expires 2027

April 3, 2024

Cyndra Kastens
City Clerk/Administrator

The Wayne Dennis Committee would like to submit the name of Ryan Cashier for your consideration as a new member on our committee.

Ryan and his wife Jana (Hamilton) grew up in Anthony both graduating from Chaparral High School. After continuing their education they settled in Topeka and had two boys.

It was their wish that the boys be raised in the same small community that they were raised in and returned to Anthony.

We think Ryan would be a good asset to the committee.

Alfreda Myers
Chairperson
Wayne Dennis Committee

CITY OF ANTHONY, KANSAS MUNICIPAL HALL RENTAL CONTRACT

I, Jennifer Wolf ^{the Arts Center}, request to rent the following areas and equipment at the Municipal Hall, 130 E. Main, for the purpose of having a Picture Painting Fundraiser w/ guest Artist: Tipsy Artist on Aug, 4, 2024.
Tiffany Bohner month day year

I will need the doors opened at: 11 (a.m./p.m.) and closed at: 7 a.m./p.m.

Main Floor (gym floor) purpose Art instruction in painting class (3-6p.)

Main Floor for 8 hours @ \$20.00 per hr. = \$ 160

Basement for 0 hours @ \$20.00 per hr. = \$ _____

On-Site Custodian (after-hours only) for 0 hours @ \$25.00 per hr. = \$ _____
(Subject to Availability: The City Custodian will be present for events occurring during normal City business hours, free of charge to the renter.)

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

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

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

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

Refundable Cash Deposit for Non-Dance Event = \$100.00 per event = \$ 100

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

TOTAL FOR ALL FEES = \$ 260

RENTAL SPACE NEEDS:

I will need (how many) 14 tables, 80 chairs on the Main Floor.

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

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

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

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

I will need the kitchen for 0 hours.

I will need (how many) 0 tables, _____ chairs on the Basement Floor.

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

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

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

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

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

[Signature] _____ 4-2-24 _____ 620-842-2363
Renter's Signature Date Phone Number

77 NEWDAVE Anthony Ks 67003
Renter's Address City State Zip Code

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

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

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

Police Chief/Designated Assistant

Rental approved by _____ on _____
(City Representative) (Date)

2024 Sunflower Balloon Fest
May 17-19, 2024
Chamber of Commerce Requests

- Use of the airport from May 17th – 19th
- Police assistance at the parade and parking
- Municipal Hall – Mixer May 17th 2-8pm – waive fee request
- Close Bluff the half blocks North and South – Main South to alley, North to alley
- Close N Jennings past Larry’s Driveway to Steadman (food court)

From Josh Teel:

I have attached the layout for the East side courthouse lots and a rough drawing of the DOA shop.

The parking lot would add 25 spaces (24+1 ADA). It sits roughly where our current lot (11) is but would also take about half of lot (10). There are currently 65 official parking spaces (not including street parking) around the courthouse, adding 25 would be a significant improvement to help with events like jury trials and tennis tournaments. This would help with the parking taken away by the idle hour, back side of main street businesses, and our health department. I have attached a few pictures from a jury trial this week of the parking around the courthouse.

The DOA bus barn is 86'x40' with six 14' garage doors, three exterior walk doors, and a small storage room. It would have basic utilities, water, power and sewer. It would house the four department on aging/transportation buses, the emergency management trailer and pickup, and lawn/courthouse maintenance equipment (mower, snow bush, ice melt, etc.).

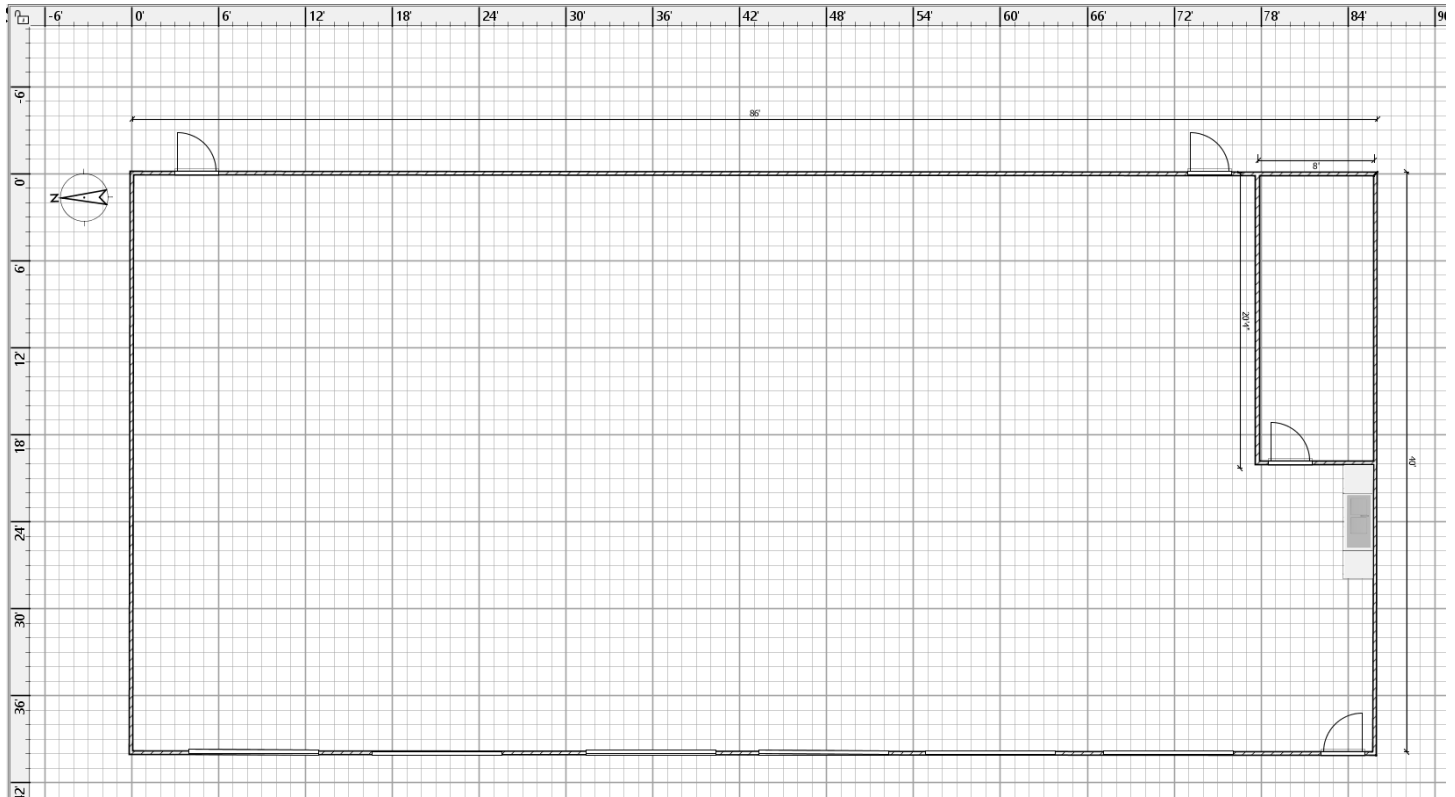
We have developed plans for the southern lots, but continue to inquire about purchasing all 5 lots together for future development.

Lastly, I asked Jennifer Wolfe to reach out about the grant for the DOA bus barn. The funding window has closed, and may not have a good chance of reopening. We will most likely need to look at other grants and funding sources for this specific plan.

Jury Trial Parking Pictures:



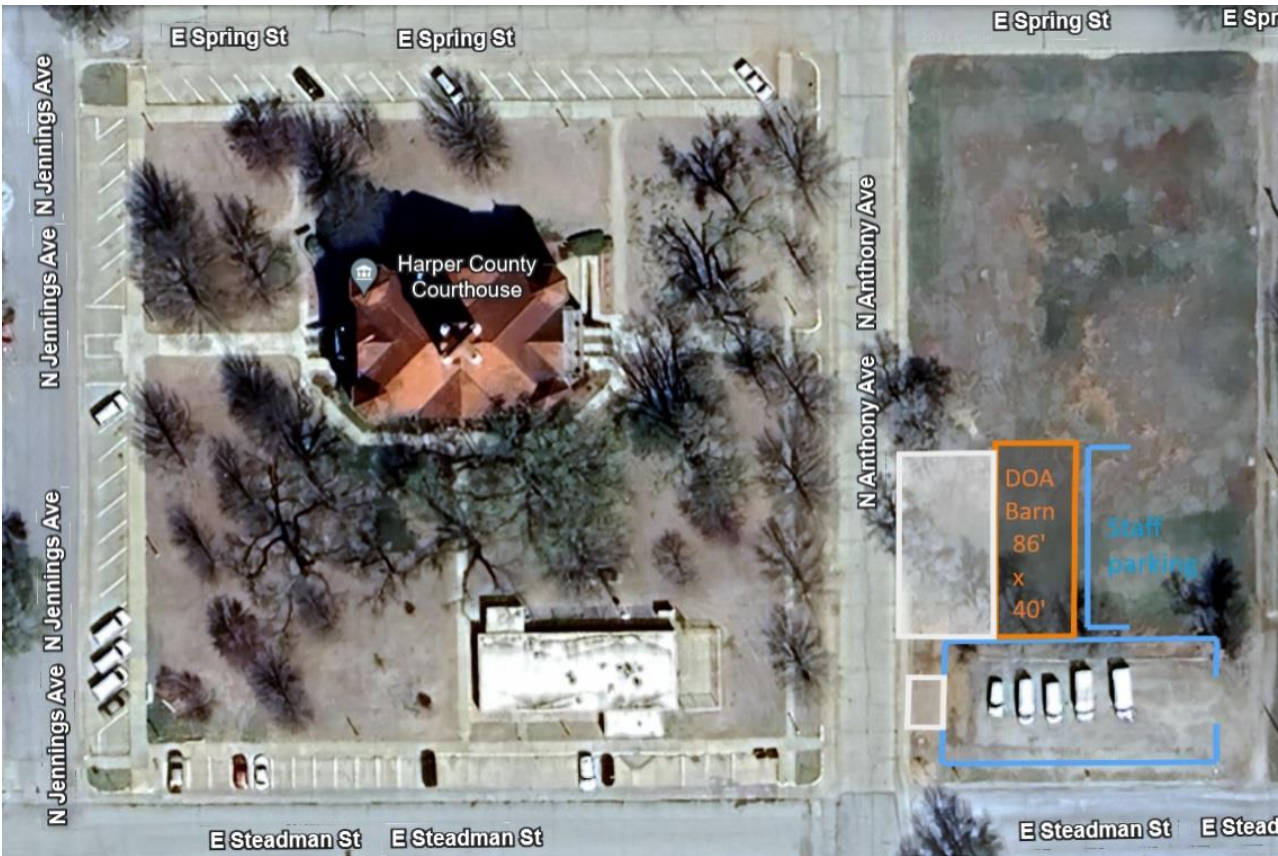
DOA Barn Plan:



Name	Width	Depth	Height	Visible
Exit North	3'	0'5 ⁷ / ₈ "	6'10"	x
Exit South	3'	0'5 ⁷ / ₈ "	6'10"	x
Garage door #1	9'	0'3"	14'	x
Garage door #2	9'	0'3"	14'	x
Garage door #3	9'	0'3"	14'	x
Garage door #4	9'	0'3"	14'	x
Garage door #5	9'	0'3"	14'	x
Garage door #6	9'	0'3"	14'	x
Exit West	3'	0'5 ⁷ / ₈ "	6'10"	x
Door	3'	0'5 ⁷ / ₈ "	6'10"	x
Kitchen cabinet	1'11 ¹ / ₂ "	2'1"	2'9 ¹ / ₂ "	x
Kitchen cabinet	1'11 ¹ / ₂ "	2'1"	2'9 ¹ / ₂ "	x
Sink	3'11 ¹ / ₄ "	2'1"	3'5 ³ / ₄ "	x



DOA Bus Barn & Parking Lot



DOA Bus Barn and Parking Lot Zoomed In:



LEASE

This lease is made and entered into on this 2 day of April, 2024 by and between the City of Anthony, Kansas, a Municipal Corporation, hereinafter referred to as the 'Lessor' and David Lingle and Kenetha Lingle hereinafter referred to as the Lessee'.

1. The Lessor is the owner of real estate described as **Lot #** 5 E. Cattail Cove Anthony City Lake, Harper County, Kansas (hereinafter 'Lake').
2. The Lessor hereby leases to the Lessee a cabin site (or sites) described as **Lot #** 5 E. Cattail Cove.
3. This Lease is for a period of Ninety-Nine (99) years. The Lessee agrees to pay a license fee, also referred to herein as a lot fee or rental fee, for each lot leased in the amounts as set forth herein.

4. The lot lease fees for the term of this Lease are as follows:

<u>Year</u>	<u>Maximum Lease Fee Per Lot</u>
2011	\$425.00
2012	\$450.00
2013	\$475.00
2014	\$500.00
2015	\$525.00
2016	\$550.00
2017	\$575.00
2018	\$600.00
2019	\$625.00
2020	\$650.00
2021	\$675.00
2022	\$700.00
2023	\$725.00
2024	\$750.00
2025	\$775.00

5. The Lessee agrees and understands that should the Lessor not raise the lot lease fees to the maximum amount in any one year, it is not waiving its right to raise the lot lease fees for any subsequent year or years. If the lot lease fees are raised, it shall be by resolution, but the resolution cannot violate the terms of this Lease. Lot lease fees after 2025 will be determined by the Lessor.

6. It is hereby understood and agreed that \$50.00 of this lease fee shall be placed in the Lake Capital Improvement Fund to be used for Anthony Lake improvements and \$75.00 of this lease shall be placed in a Lake Maintenance and Improvement Fund. Lessee shall be responsible for ad valorem taxes assessed by Harper County on the lease premises. The Lessee agrees to adhere to all City Ordinances and State Laws as they pertain to the Lake and Lake Lease sites. Whereby Lessor agrees that if Lessee conforms to all the terms, conditions and regulations set forth in this lease, this lease shall be renewable from at the end of the term.
7. Lot lease payment and ad valorem real property tax fees are to be paid in full to the City Clerk of the City of Anthony by March 1 of each year. If the Lessee fails to make these payments, plus \$50.00 penalty, by April 1 of the same year, the lease is hereby cancelled and all improvements on the property are to be removed from the premises within 90 days, and if improvements are not removed from the premises, the improvements shall become the sole property of the City of Anthony.
8. This Lease cannot be sold, traded, granted, or assigned (hereinafter transferred and its conjugations), without the approval of the Lessor. Lessor shall not withhold approval of such transfer without good cause. This is not intended to prohibit any lender from taking a bill of sale for security, however, should any lender become an owner due to a default, the lease ownership of the lender must be approved by the City Commission. A new lease term must be approved by the City Commission.
9. The transferee of any Lease must pay to the Lessor a lease assignment fee of \$25.00 before the assignment shall be approved by the Lessor. However, if the Lessee has not paid the year's lease in full, the remaining amount of that year's lot lease fee, and any other fees and bills in arrears owed to the City, must be paid in full before assignment will be approved by the Lessor.
10. All personal property taxes assessed and levied against tangible property located on this lease shall be paid to Harper County as due, and in no event shall the Anthony City Commissioners approve a transfer of this lease until all such taxes are prorated and paid.

11. The Lessor has the power and authority to make rules and regulations concerning disposal of solid or liquid waste of the Lessee located upon the property. Any septic system that may be placed upon the property by the Lessee is to meet the requirements of any federal or state laws, rules or regulations, as well as any regulations adopted by the City of Anthony. The City also has a right and authority to make rules and regulations as to the size, location and materials to be used in construction of any septic system.
12. All Lessees, including the use of recreational vehicles placed on an improved or unimproved Lake lot, shall abide by the City and State regulations for the proper disposal of waste.
13. All cabins, homes, residences or dwellings located upon the leased lot are to have the lot number on both the front and the back of each such building and the same are to be visible to the public and the numbers and letters must be at least three inches in size.
14. The Lessee is not permitted or authorized to put any chemical in the Lake, or any chemical upon any premises surrounding the Lake, that may cause said chemical to be blown or washed into the Lake.
15. All Lessees shall abide by the City building codes and obtain a building permit from the City of Anthony before any structure is placed upon the property being leased herein.
16. No roads or ways of access shall be made in, upon or across the Lake or any part thereof, without the written approval of the Lessor.
17. If the Lessee violates any law, rule or regulation of the State of Kansas, Ordinances of the City of Anthony, or regulations set forth by this Lease, or if the Lessee knowingly permits another or others to violate said laws, ordinances, rules or regulations, the Lessor may cancel and terminate the Lease. Upon termination of any Lease, the Lessee shall remove all of his property from the leased premises, and such property not removed there from within 90 days after the termination of such Lease shall, ipso facto, be forfeited to and shall become the property of the Lessor.
18. Any new Lake lots established after 2005 shall not be transferred or sold to another party if the lot is unimproved and has no living quarters. If Lessee no longer wishes to continue the lease, such lots shall be surrendered to the Lessor to be leased to another party by the governing body (Lessor).

19. This Lease may pass by Will, or by the laws of descent and distribution or inheritance under the laws of Kansas, for the remaining balance of the term of the Lease.
20. It shall be the responsibility of the Lessee to provide his own water supply, sewage disposal and solid waste disposal, and this is to be paid and provided at the cost and expense of the Lessee. The Lessee agrees and acknowledges that the Lessor is not in any way liable or responsible for any violation of any of the rules or regulations by any of the Lessees, if any.
21. This Lease shall be subject to such further rules, regulations and ordinances, as may be prescribed by the Lessor, however the lessor may not change the lease term or maximum lot lease fees as established herein as stated in paragraph 4.
22. Any burning or disposal of solid waste is governed by the laws of Kansas and violations of such acts are unlawful and subject to the penalties as provided by law.
23. When the term "Lessee or Lessees" appears herein the same shall apply to one and the same person where applicable.
24. The Lessor shall review the lot lease fees each year and if the lot lease fees are changed, shall publish a resolution setting forth the lease fee, however such fee shall not exceed the limitations as set forth in this Lease.
25. Upon the expiration of this Lease, the Lessor will review and may change any or all of the terms and conditions of any new or renewal Lease.

CITY OF ANTHONY, LESSOR

ATTEST:

City Clerk/Administrator or Mayor
Assistant City Clerk

David Lingle
David Lingle

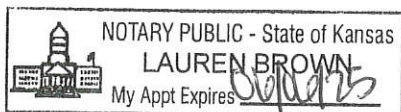
Kenetha Lingle
Kenetha Lingle Lessees

NOTARY CERTIFICATIONS

County of Harper
State of KANSAS

On this day appeared before me said David & Kenetha Lingle to me personally known to be the individual (s) described in and who executed the foregoing statement, duly acknowledged to me that the individual (s) executed the same.

Sworn to and subscribed before me this 3 day of April, 2024



Lauren Brown
(Signature of Notary Public)

My Commission expires:
(SEAL) 06/06/2025

LEASEHOLDER RELINQUISHMENT

Regarding leased property at 5 E. Cattail Cove Anthony, KS

I, Earl Nelan, Leaseholder (s) of the property herein described, hereby relinquish all rights and privileges to the within described lease. I understand and agree that I am still responsible for all dues, such as lease payments, all taxes, and any other fees for said property up to the date this relinquishment is made effective by the Anthony City Commission. All such dues shall be prorated and paid in full prior to Commission approval of this document.

Signed this 2 day of April, 2024.

Earl Nelan

Present Leaseholder

NOTARY CERTIFICATIONS

County of Hawper
State of Kansas

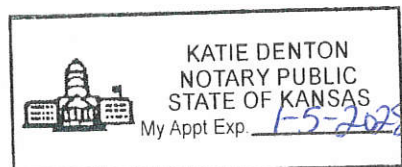
On this day appeared before me said Earl Nelan to me personally known to be the individual (s) described in and who executed the foregoing statement, duly acknowledged to me that the individual (s) executed the same.

Sworn to and subscribed before me this 2 day of April, 2024

Katie Denton

(Signature of Notary Public)

My Commission expires:
(SEAL) 1-5-2028



City Council of Anthony Kansas,

I David Lingle would like your approval to purchase the land at 5e Cattail Cove at Anthony City Lake for the appraised value of \$9,500 contingent we close on the House we are currently under contract on. The date of closing would be around April 30 2024. I have already assumed the Lease and would really appreciate your approval.

Thanks,
David and Kenetha Lingle

APPRAISAL OF REAL PROPERTY



LOCATED AT

5 E Cattail Cove Cir
Anthony, KS 67003
SPRING CREEK ADDITION, Sec 14-T33-R7W LOT 5 EAST

FOR

David Lingle
5 E Cattail Cove Cir, Anthony, KS 67003

OPINION OF VALUE

9,500

AS OF

4/11/2024

BY

Nancy Milford
Milford Appraisal Services
4878 NW 100th Ave
Cunningham, KS 67035
620-491-0774
milfordappraisal@gmail.com

Nancy Milford
Serial# 43DC013B

Milford Appraisal Services
4878 NVV 100th Ave
Cunningham, KS 67035
620-491-0774

04/12/2024

David Lingle
5 E Cattail Cove Cir, Anthony, KS 67003

Re: Property: 5 E Cattail Cove Cir
Anthony, KS 67003
Borrower: David Lingle
File No.: 24-106

Opinion of Value: \$ 9,500
Effective Date: 4/11/2024

In accordance with your request, I have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me if I can be of additional service to you.

Sincerely,  Serial: 43DC013B



Nancy Milford
Certified General Real Property Appraiser
License or Certification #: G-2970
State: KS Expires: 06/30/2024
milfordappraisal@gmail.com


Serial#: 43DC013B

Borrower	David Lingle	File No.	24-106				
Property Address	5 E Cattail Cove Cir						
City	Anthony	County	Harper	State	KS	Zip Code	67003
Lender/Client	David Lingle						

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Haney M. Ford

Serial# 43DC013B

SUMMARY OF SALIENT FEATURES

SUBJECT INFORMATION	Subject Address	5 E Cattail Cove Cir
	Legal Description	SPRING CREEK ADDITION, Sec 14-T33-R7W LOT 5 EAST
	City	Anthony
	County	Harper
	State	KS
	Zip Code	67003
	Census Tract	9618.00
	Map Reference	County 136
PRICE & DATE	Contract Price	\$
	Date of Contract	
PARTIES	Borrower	David Lingle
	Lender/Client	David Lingle
DESCRIPTION OF IMPROVEMENTS	Size (Square Feet)	
	Price per Square Foot	\$
	Location	Lake
	Age	
	Condition	
	Total Rooms	
	Bedrooms	
	Baths	
APPRAISER	Appraiser	Nancy Milford
	Effective Date of Appraisal	4/11/2024
VALUE	Opinion of Value	\$ 9,500

Nancy Milford

Serial# 43DC013B

LAND APPRAISAL REPORT

File No. 24-106

Item 13.

SUBJECT

Borrower David Lingle Census Tract 9618.00 Map Reference County 136
 Property Address 5 E Cattail Cove Cir
 City Anthony County Harper State KS Zip Code 67003
 Legal Description SPRING CREEK ADDITION, Sec 14-T33-R7W LOT 5 EAST
 Sale Price \$ _____ Date of Sale _____ Loan Term _____ yrs. Property Rights Appraised Fee Leasehold De Minimis PUD
 Actual Real Estate Taxes \$ 0 (yr) Loan charges to be paid by seller \$ _____ Other sales concessions _____
 Lender/Client David Lingle Address 5 E Cattail Cove Cir, Anthony, KS 67003
 Occupant Vacant Appraiser Nancy Milford Instructions to Appraiser Develop Market Value for Possible Sale

NEIGHBORHOOD

Location Urban Suburban Rural
 Built Up Over 75% 25% to 75% Under 25%
 Growth Rate Fully Dev. Rapid Steady Slow
 Property Values Increasing Stable Declining
 Demand/Supply Shortage In Balance Oversupply
 Marketing Time Under 3 Mos. 4-6 Mos. Over 6 Mos.
 Present 50 % One-Unit 50 % Vacant _____ % Apts. _____ % Condo _____ % Commercial
 Land Use _____ % Industrial _____ % Vacant _____ %
 Change in Present Land Use Not Likely Likely (*) Taking Place (*)
 Predominant Occupancy Owner Tenant 15 % Vacant
 One-Unit Price Range \$ 45,000 to \$ 250,000 Predominant Value \$ 85,000
 One-Unit Age Range 10 yrs. to 125 yrs. Predominant Age 55 yrs.
 Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) _____
 The subject property is located at Anthony Lake, which is located in Harper County between the two communities of Harper and Anthony. The lot is located on the east side of the lake that is approximately 215 acres. The lake provides wildlife and recreation. This area is convenient to shopping, schools and employment to both Harper and Anthony.

SITE

Dimensions 34,413 sf = 34,413 sf Corner Lot
 Zoning Classification R-1/Residential Present Improvements Do Do Not Conform to Zoning Regulations
 Highest and Best Use Present Use Other (specify) _____
 Public Other (Describe) _____
 Elec. Gas Water San. Sewer Underground Elect. & Tel.
 OFF SITE IMPROVEMENTS
 Street Access Public Private
 Surface DIRT Maintenance Public Private
 Storm Sewer Sidewalk Curb/Gutter Street Lights
 Topo Basically level Size 34,413 sf
 Shape Irregular View Lake
 Drainage Appears Acceptable
 Is the property located in a FEMA Special Flood Hazard Area? Yes No
 Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions) _____
 The property is located on the eastern side of the lake with access from Cattail Cove. The property does adjoin the lake on the south side.

The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	5 E Cattail Cove Cir Anthony, KS 67003	10 W Deer Creek Trl Anthony, KS 67003	31 W Deer Run Anthony, KS 67003	29 E Quail Creek Trl Anthony, KS 67003
Proximity to Subject		0.70 miles NW	0.87 miles NW	0.75 miles NW
Sales Price	\$	\$ 8,000	\$ 10,500	\$ 10,500
Price \$/Sq. Ft.	\$	\$.49	\$.29	\$.57
Data Source(s)		County Appraiser	County Appraiser	County Appraiser
ITEM	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Date of Sale/Time Adj.	0	10/2021	03/2021	8/18/2020
Location	Lake	Lake	Lake	Lake
Site/View	34,413 sf	16,184 sf	36,044 sf	18,350 sf
Improvements	Yes	Yes	None	None
Sales or Financing Concessions	0	0	0	ArmLth
Net Adj. (Total)		Cash:0	Cash:0	Cash:0
Indicated Value of Subject		\$ 8,000	\$ 10,500	\$ 10,500

Comments on Market Data A search of vacant lot sales at the Anthony Lake was completed over the last four years. There is very limited vacant lot sales along the lake with most of the leasehold improved sales occurring in 2015-2016. The three sales found and used are the most recent sales found. SEE SUPPLEMENTAL ADDENDUM FOR FURTHER DISCUSSION

Comments and Conditions of Appraisal The subject property was viewed as of the effective date of appraisal. All sales were reviewed from data received from the County Appraiser's office.

esign.alameda.com/verify Serial: 43DC013B

RECONCILIATION

Final Reconciliation The Sales Comparison Approach is the only effective approach as it reflects the actions of the typical buyer and seller in the market place. The Income Approach would not be effective as the lots do not provide any income. SEE SUPPLEMENT ADDENDUM FOR FURTHER DISCUSSION
 I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF 4/11/2024 TO BE \$ 9,500
 Appraiser Nancy Milford Supervisory Appraiser (if applicable) _____
 Date of Signature and Report 04/12/2024 Date of Signature _____
 Title Certified General Real Property Appraiser Title _____
 State Certification # G-2970 ST KS State Certification # _____ ST _____
 Or State License # _____ ST _____
 Expiration Date of State Certification or License 06/30/2024 Expiration Date of State Certification or License _____
 Date of Inspection (if applicable) 04/11/2024 Did Did Not Inspect Property Date of _____
 Serial# 43DC013B

Borrower	David Lingle					
Property Address	5 E Cattail Cove Cir					
City	Anthony	County	Harper	State	KS	Zip Code 67003
Lender/Client	David Lingle					

Item 13.

MARKET DATA ANALYSIS COMMENTS: Prior to 2015 all of the lots located at Anthony Lake were owned by the City of Anthony and contained a leasehold for any improvements (like the subject). In 2015 the city offered these lots to the leaseholders for purchase. Most of these were purchased in 2015/2016 with 13 improved lots still leasehold properties as of the end of 2023. These lots that were purchased since 2015 range from \$0.20 - \$1.24 with an average sale price of \$.043/sf for improved lots. It does appear that both of the vacant lot sales does have electricity to the lots with the water and sewer unknown.

RECONCILIATION: A review of the local MLS and internet didn't indicate any current vacant lot listings. The sales of the leasehold lot in 2015/2016 were more in demand by the leaseholders but does appear that these sales or price per square foot over the years are lower than those of vacant lots. The overall market in Harper County and Anthony did see an increase over 2022-2023. The overall indicate value give the most weight to sale one (as it is improved) with an increase looking at the overall market. With the range of these sales from \$8,000 - \$10,500 the subject would fall in the middle.

Subject Photo Page

Item 13.

Borrower	David Lingle				
Property Address	5 E Cattail Cove Cir				
City	Anthony	County	Harper	State	KS Zip Code 67003
Lender/Client	David Lingle				



Subject Front

5 E Cattail Cove Cir
Sales Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Lake
View 34,413 sf
Site
Quality
Age



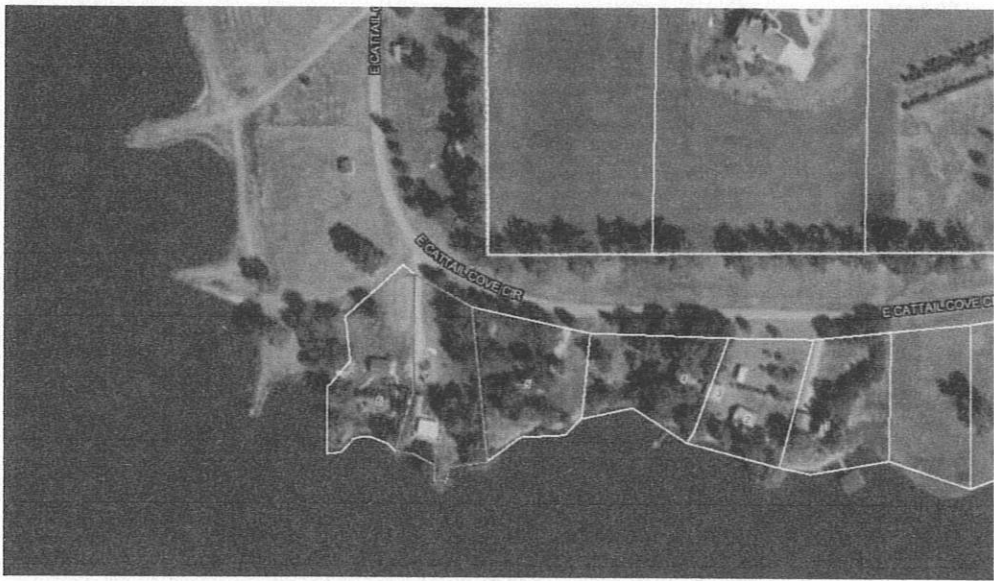
Subject Rear



Subject Street

Henry A. Ford

Serial# 43DC013B



Aerial

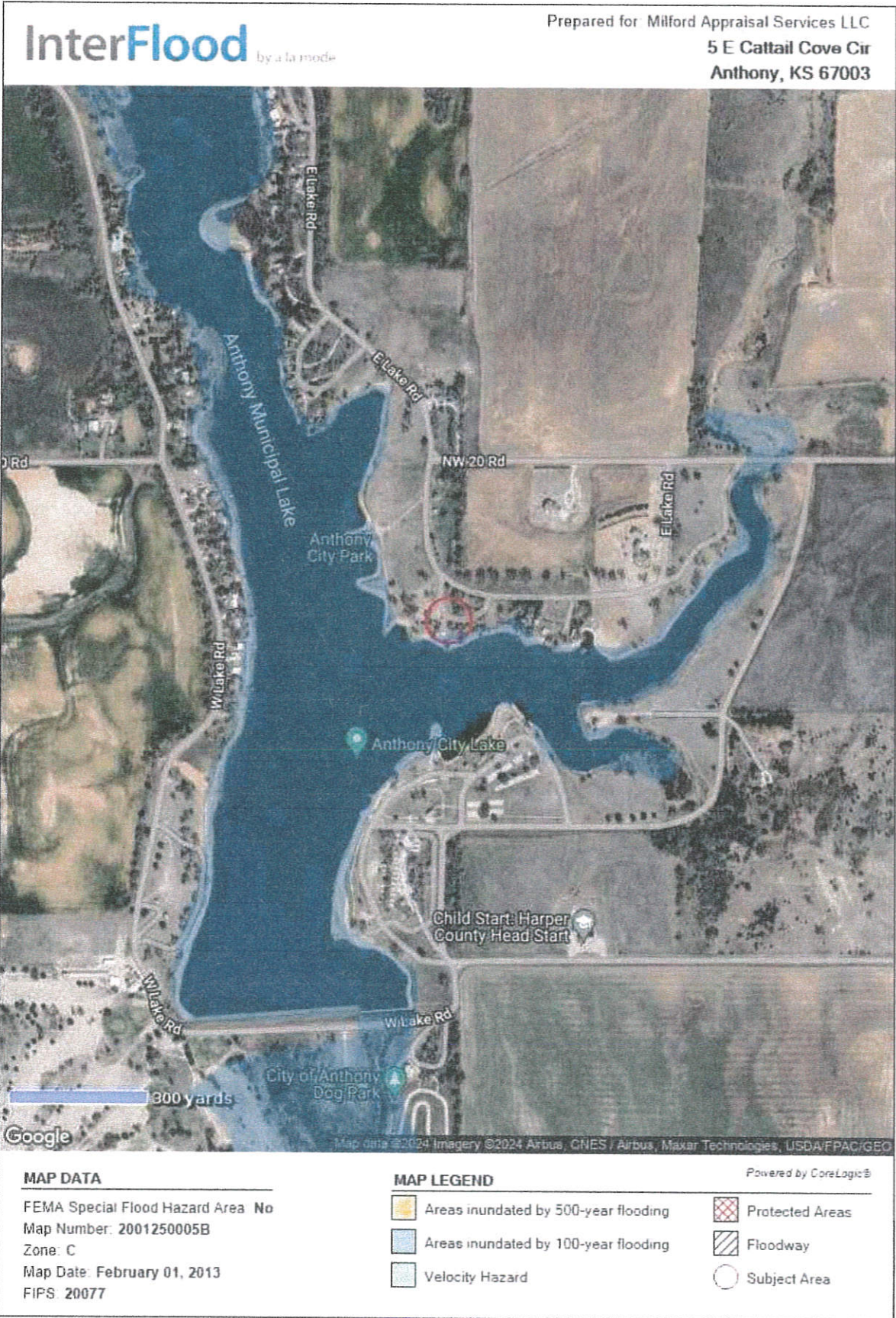
Nancy K. Milford

Serial# 43DC013B
esign.alamode.com/verify

Flood Map

Item 13.

Borrower	David Lingle				
Property Address	5 E Cattail Cove Cir				
City	Anthony	County	Harper	State	KS
Lender/Client	David Lingle	Zip Code	67003		



Location Map

Item 13.

Borrower	David Lingle				
Property Address	5 E Cattail Cove Cir				
City	Anthony	County	Harper	State	KS Zip Code 67003
Lender/Client	David Lingle				



Google

Map data ©2024 Imagery ©2024 Airbus, CNES / Airbus, Maxar Technologies, USDA, FPAC, GEO 500 ft

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal assignment, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
5. If the appraiser has based his or her appraisal report and valuation conclusion for an appraisal subject to certain conditions, it is assumed that the conditions will be met in a satisfactory manner.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject property. I reported the site characteristics in factual, specific terms.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
10. I have knowledge and experience in appraising this type of property in this market area.
11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
19. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
20. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

Hancyk R. J. Ford

Serial# 43DC013B

Certifications

File# 24-106

Item 13.

21. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

22. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

23. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

- 1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRaiser section containing signature of Nancy Milford, name, company name (Milford Appraisal Services), address (4878 NW 100th Ave, Cunningham, KS 67035), telephone number (620-491-0774), email address (milfordappraisal@gmail.com), date of signature and report (04/12/2024), effective date of appraisal (4/11/2024), state certification # (G-2970), state (KS), expiration date of certification or license (06/30/2024), address of property appraised (5 E Cattail Cove Cir, Anthony, KS 67003), appraised value of subject property (\$9,500), lender/client name (David Lingle), company name, address, and email address.

SUPERVISORY APPRAISER (ONLY IF REQUIRED) section with fields for signature, name, company name, company address, telephone number, email address, date of signature, state certification #, or state license #, state, and expiration date of certification or license.

SUBJECT PROPERTY section with checkboxes for inspection status: Did not inspect subject property, Did inspect exterior of subject property from street, Did inspect interior and exterior of subject property, and fields for date of inspection.

COMPARABLE SALES section with checkboxes for inspection status: Did not inspect exterior of comparable sales from street, Did inspect exterior of comparable sales from street, and field for date of inspection.

Signature of Nancy Milford and Serial# 43DC013B

Qualification

NANCY K MILFORD GENERAL

Milford Appraisal Services, LLC – January 1/2015 – Current
 - Owner/ Appraiser
 Appraiser in Training with Cannon, Lechtenberg & Assoc: January 2013- December 2014
 - Appraisal work with provisional license
 The American Society of Farm Managers and Rural Appraisers (Associate Member) 2013 -
 Current
 Salesperson with Kingman Real Estate, Kingman, KS 2005 – Current
 Appraiser in Training with Scott Sparks, Kingman Real Estate, Kingman, KS 2005-2012
 Licensed Real Estate Salesperson, State of Kansas 2005 - Current
 Appraiser II with Riley County Appraisers Office 1994 – 2004

EDUCATIONAL ACTIVITIES

Attended Washburn University 1991 – 1993
 Attended Kansas State University 1994 – 1995
 Principles of Appraiser, Part 1 – 2005
 Appraisal Process & Data Collection – 2005
 The Cost & Income Approaches – 2005
 Sales Comparison Approach & Reconciliation – 2006
 USPAP Course – 2006
 USPAP update class – 2008, 2010, 2012, 2014, 2016, 2018, 2020, 2022
 Residential Report Writing – 2006
 Fundamentals of Ag Appraisal – 2006
 Report Writing & Valuation – 2006
 Advance Ag Appraisal – 2007
 Intro into FHA Appraising – 2008
 Market Conditions Addendum 1004MC w/ Case Study – 2009
 UAD Seminar – 2010
 General Report Writing – 2013
 Sales Comparison Approach for General Appraisers – 2013
 Yellow Book – 2017
 Continuing Education Requirements for Certified General Real Property Appraiser

EXPERIENCE

I have been working in the appraisal business since 1994 when I first started with the Riley County Appraisers Office as a field appraiser. I started training for my General Certified Appraisal License in April of 2005, attending classes and gathering my experience. After receiving my Certified General Real Property Appraisers license in the State of Kansas, I went out on my own and started Milford Appraisal Services, LLC in 2015 and have been appraising residential real estate along with agriculture both improved and unimproved.

Nancy K. Milford

License

State of Kansas



Real Estate Appraisal Board

This is to certify that

Nancy K. Milford

has complied with the provisions of the Kansas State Certified and Licensed Real Property Appraisers Act to transact business as a

Certified General Real Property Appraiser

in the State of Kansas

License #: G-2970
Effective Date: 07/01/2023
Expiration Date: 06/30/2024

KREAB Chairman

Nancy K. Milford

STATE OF KANSAS
GRANT AGREEMENT NO. 23-HR-003
between the

STATE OF KANSAS
DEPARTMENT OF COMMERCE

and the

City of Anthony

I. Grant Agreement

A. This Grant Agreement, hereinafter called “Agreement,” is between the State of Kansas, Department of Commerce, and its representative, hereinafter called “Department” and the **City of Anthony**, Kansas, hereinafter called the “Grantee.” This Agreement consists of the body and the following: CONDITION LETTER (attached hereto as Attachment A), SPECIAL CONDITIONS (attached hereto as Attachment B), and the Grantee’s APPROVED PROJECT APPLICATION dated **MARCH 5, 2024**, (attached and incorporated by reference as Attachment C, a copy of which shall be maintained and available in the Department’s files) and the GRANTEE HANDBOOK (which is attached and incorporated by reference as Attachment D).

II. Authority

- A. This Agreement is financed in part through a grant provided to the Department by the United States Department of Housing and Urban Development (HUD) under Title I of the Federal Housing and Community Development Act of 1974, as amended (42 USC 5301 et. seq.), hereinafter called “the Federal Act.” As provided in the Federal Act, the State of Kansas, through the Department, has elected to administer the federal program of Small Cities Community Development Block Grants.
- B. The Department, in accordance with the provisions of K.S.A. 74-5001 et. seq., hereinafter called “the State Act,” has approved the application of the Grantee and awarded funds for the purpose of supporting the Grantee’s Community Development Program.
- C. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.
- D. Federal Program – Community Development Block Grant Cluster (CDBG) (CFDA No. 14.228).

III. Description of Activities

Grantee agrees to perform, or cause to be performed, the work specified in the APPROVED PROJECT APPLICATION.

IV. Period of Performance

The period of performance for all activities assisted by this Agreement shall commence on **APRIL 15, 2024**, hereinafter called the “Commencement Date,” and shall be complete on **April 14, 2026**, hereinafter called the “Completion Date,” except those activities required for close-out and final audit.

V. Compensation

- A. In consideration of the Grantee’s satisfactory performance of the work required under this Agreement and the Grantee’s compliance with the terms of this Agreement, the Department shall provide the Grantee the total sum of **\$300,000** in Community Development Block Grant funds. Such funds shall be used by the Grantee in accordance with the Activities listed and budgeted on the APPROVED PROJECT APPLICATION and the CONTRACT PROJECT BUDGET FORM.
- B. In addition, the Grantee shall provide **\$30,000** in other sources of funds to this Community Development Program and such funds shall be used by the Grantee in accordance with the Activities and budget on the APPROVED PROJECT APPLICATION.
- C. It is expressly understood and agreed that in no event will the total program funds provided by the Department exceed the sum of **\$300,000**. Any additional funds required to complete the program activities set forth in this Agreement will be the sole responsibility of the Grantee, and not the responsibility of the Department.

- D. The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Department may terminate or amend this Agreement and will not be obligated to pay the Grantee from State revenues.
- E. It is hereby agreed that funds committed to be provided by the Department are conditioned upon the availability and use of funds to be provided by the Grantee from other sources. In the event any portion of the funds required to be provided by the Grantee pursuant to subsection (B) of paragraph V. are not made available or used for activities as listed and budgeted, the Department may, in its discretion, withdraw or reduce proportionately the funds to be provided to the Grantee pursuant to subsection (A) of paragraph V.
- F. The Grantee shall not anticipate future funding from the Department beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the Department to expend funds beyond the termination of this Agreement.

VI. Indemnification

The Grantee shall indemnify, defend, and hold harmless the State and its officers and employees from any liabilities, claims, suits, judgments, and damages arising as a result of the performance of the obligations under this Agreement by the Grantee or any subgrantee, contractor, subcontractor, or person. The liability of the Grantee under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments, and damages resulting from acts occurring prior to termination of this Agreement.

VII. Obligations of Grantee

- A. All of the activities required by this Agreement shall be performed by personnel of the Grantee or by third parties (subgrantees, contractors, or subcontractors) under the direct supervision of the Grantee and in accordance with the terms of written contracts. Any such contracts may be made subject to approval by the Department.
- B. Except as may otherwise be provided in the SPECIAL CONDITIONS, the Grantee may subgrant, contract, or subcontract any of the work or services covered by this Agreement.
- C. The Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any of the program being assisted under this grant.
- D. The Grantee shall require any third party to comply with all lawful requirements necessary to ensure that the program is carried out in accordance with this Agreement.
- E. The Grantee shall comply with all timelines for completion of Grantee’s Environmental Review and contracting responsibilities as established by the Department in the CONDITION LETTER.

VIII. Environmental Review Compliance

- A. The obligation and utilization of the funding assistance is subject to the requirements for a release of funds by the State under the Environmental Review procedures at 24 CFR Part 58 for any activities requiring such release.
- B. The Grantee agrees to assume all of the responsibilities for Environmental Review, decision making and action, as specified and required in Section 104(g) of Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended. The Grantee shall not allow any subrecipient to assume the grantee’s Environmental Review responsibilities.

IX. Program Costs

- A. The Grantee may only incur such costs as are reasonable and necessary to the Grantee’s Program and as are allowable under the Department’s Procedures (2 CFR Part 200). Cost items not specifically authorized may only be incurred after written approval by the Department.
- B. Cash and in-kind contributions made by the Grantee shall follow the criteria established by the Department’s Procedures.

- C. The total “Small Cities CDBG Funds” expended for “Administration” shown in the Contract Project Budget Form shall not exceed the approved amount unless amended by all parties to this contract.
- D. The Grantee shall not incur costs on any program activity until the Environmental Review required by 24 CFR 58 has been completed and the Department has issued the “Notice of Release of Funds.”
- E. Any program activities performed by the Grantee in the period between notification of award and execution of this Agreement shall be performed at the sole risk of the Grantee. In the event this agreement should not become effective, the Department shall be under no obligation to pay the Grantee for any costs incurred or monies spent in connection with program activities, or to otherwise pay for any activities performed during such period. However, upon execution of this Agreement, all Program Costs incurred in connection with approved activities performed during this period shall be reimbursed in accordance with the terms and conditions of this Agreement.
- F. Grant funds may not, without advance written approval by the Department, be obligated after the Completion Date except for those activities required for close-out. Obligations incurred prior to and still outstanding as of the Completion Date shall be liquidated within ninety (90) days.
- G. At any time during the period of performance under this Agreement, and upon receipt of the progress and financial reports, Final Program Report or Final Audit Report, the Department may review all Program Costs incurred by the Grantee and all payments made to date. Upon such review the Department shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of approved expenditures; and shall, by written notice specifying the disallowed expenditures, inform the Grantee of any such disallowance.
- H. If the Department disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, the Department may deduct the amount of disallowed costs from any future payments under this Agreement or require that the Grantee refund the amount of the disallowed costs.

X. Requisition of Grant Funds

- A. Requisitions for cash advances shall be made on the established forms and shall not ordinarily be made more frequently than twice a month or in amounts less than \$3,000 and in no cases more than \$200,000.
- B. The Grantee shall establish procedures to ensure that any amounts of cash in excess of the limits set forth in (A) above shall be expended within three (3) days of receipt of the funds in the depository account.
- C. Cash advances made by the Grantee to subgrantees shall conform substantially to the same standards of timing and amount as apply to the Grantee under this Agreement.
- D. Amounts withheld from contractor to assure satisfactory completion of work shall not be paid until the Grantee has received a final payment request from the contractor and has certified the work is complete and satisfactory.
- E. The Department may terminate advance financing and require the Grantee to finance its operations with its own working capital should it be determined that the Grantee is unwilling or unable to establish procedures to minimize the time lapsing between cash advances and disbursement. Payments to the Grantee would then be made only as reimbursement for actual cash disbursements.

XI. Depositories for Program Funds

- A. The Grantee shall maintain a separate record for money received under the Community Development Program. Into this fund shall be deposited:
 - 1. Moneys received from the Department.
 - 2. Program income earned through program activities.
- B. Any interest earned, prior to disbursement, on advances of grant funds shall be remitted to the State for subsequent return to the United States Treasury.

XII. Financial Management

- A. Grantees shall establish and maintain a system which assures effective control over and accountability for all funds, property and other assets used in the Community Development Program.
- B. Grantees shall either adopt the system recommended by the Department or certify to the Department, in writing, prior to making the first requisition of funds that the alternative system proposed for use shall meet the following standards:
 - 1. Maintenance of separate accounting records and source documentation for the Community Development Program;
 - 2. Provision for accurate, current and complete disclosure of the financial status of the Program;
 - 3. Establishment of records of budgets and expenditures for each approved activity;
 - 4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;
 - 5. Provision of financial status reports in the form specified by the Department;
 - 6. Compliance with the Department’s audit requirements (2 CFR Part 200); and
 - 7. Consistency with generally accepted accounting principles as specified by the Kansas Department of Administration, unless a waiver of GAAP has been received by the Grantee from the Kansas Director of Accounts and Reports.

XIII. Monitoring and Reporting

- A. The Grantee shall monitor the activities of the Community Development Program, including those of contractors and subcontractors, to assure that all program requirements are being met.
- B. The Grantee shall submit progress and financial reports to the Department in accordance with the schedule set forth in the SPECIAL CONDITIONS. These reports shall be in a format prescribed by the Department.
- C. The Grantee shall submit a Final Program Report with the close-out no later than ninety (90) days following the Completion Date.
- D. From time to time, as requested in writing by the Department, the Grantee shall submit such data and other information as the Department may require.
- E. Failure to report as required or respond to requests for data or information in a timely manner may be grounds for suspension or termination of the Grant.

XIV. Procurement Procedures

- A. The Grantee shall use established procurement procedures which reflect applicable State and local laws and regulations and the Department’s Procedures for the establishment of procurement systems.
- B. These standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered into support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.

XV. Bonding Requirements

- A. When administering federal grants and subgrants, a Grantee may follow its own requirements and practices with respect to: (1) bonding of employees and contractors, and (2) insurance. Federal grantor agencies are not permitted to impose requirements beyond those listed below. The government-wide grants management common rule, “Uniform Administrative Requirements for Grants to State and Local Governments,” contains bonding requirements only for circumstances when a grantee contracts for construction or facility improvement (including alteration and renovation) and the bids and contracts exceed \$25,000. The following types of bonds are required in the “Procurement” section of the common rule:

- A 100 percent “performance bond” on the part of the contractor to secure fulfillment of all the contractor’s obligations under the contract; and
 - A 100 percent “payment bond” on the part of the contractor to assure payment, as required by law, of all persons supplying labor and materials as part of work provided under the contract.
- B. The Department reserves the right to promulgate and enforce bonding procedures and requirements applicable to any project.
- C. All bonds shall be procured from a surety company registered and licensed to do business in the State of Kansas and countersigned by its Kansas resident agent.

XVI. Program Income

- A. Program Income, as defined in the Final Statement, means gross income earned by the Grantee from activities supported by grants made by the Department under the provisions of the Federal Act, or as otherwise defined by the Department.
- B. All Program Income from a project funded by this Agreement may be retained by the Grantee (unless specified as a Special Condition to this agreement) and shall be added to funds committed to the support of the program established by this Agreement or for such eligible program activities as may be authorized by the Department. This income shall be disbursed to the maximum extent feasible prior to requisitioning additional funds under this agreement.

XVII. Program Close-out Procedures

- A. Program close-out is the process by which the Department determines that all applicable administrative and financial actions and all required work of the program including audit and resolution of audit findings have been completed or that there are no additional benefits likely to occur by continuation of program activities or costs. All findings from Department monitoring visits must be cleared prior to close-out.
- B. The Completion Date is the date specified in Section IV., Period of Performance, of this Agreement or amendment thereto, on which assistance ends for all program activities except those required to complete the close-out or the date on which the grant is suspended or terminated.
- C. The Grantee shall submit to the Department close-out documents covering the entire program within ninety (90) days of completion date. Additionally, one copy must be placed where other program documents are available for public review, and at least one copy must remain in the Grantee’s files. The Department may grant extensions to the time for submission of these documents when so requested by the Grantee in writing.
- D. The Department retains the right to recover any appropriate amount of unobligated program funds.
- E. The Grantee shall account for any property acquired with grant funds, or received from the federal or state government in accordance with the Department’s property management procedures.

XVIII. Termination for Convenience

- A. The Department or Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the program would not produce beneficial results commensurate with the further expenditure of funds.
- B. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
- C. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Grantee shall be allowed full credit for noncancelable obligations, property incurred prior to termination.

XIX. Suspension or Termination-for-Cause

- A. The Department may suspend the grant, in whole or in part, at any time during the Grant Period, and upon reasonable notice to the Grantee withhold further payments or prohibit the Grantee from incurring additional obligations of grant funds when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Grantee or a decision by the Department to terminate the grant. The Department shall allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.
- B. The Department, after reasonable notice following procedures pursuant to Final Statement may terminate the grant, in whole or in part, at any time during the Grant Period when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. The Department shall promptly notify the Grantee in writing, of the determination and the reasons for the termination, together with the effective date and may initiate procedures to recapture all funds advanced to Grantee.
- C. Payments made to the Grantee or recoveries by the Department under grants which have been suspended or terminated for cause shall be in accord with the legal rights and liabilities of the parties.

XX. Audit Requirements

- A. The Grantee shall arrange for the performance of annual financial/compliance audits of the grant project. All audits must be performed by an independent qualified auditor. The audit period is identical with the Grantee’s regular fiscal year. The audit(s) will be conducted in accordance with the requirements set forth in the audit section of the Kansas CDBG Handbook, which are based on 2 CFR Part 200.
 - 1. If the local government expends \$750,000 or more of Federal grant assistance from all programs, it must have an annual audit performed in accordance with 2 CFR Part 200. An audit is a financial and compliance audit that covers the entire operations of the local government, rather than being limited to the CDBG project or other Federal grants.
 - 2. If the local government expends less than \$750,000 in a fiscal year, it will be the option of the Department of Commerce to determine if a project specific audit will be required. If such audit is required, it will be procured and paid for by the Department.
 - 3. Grantee’s will be required to submit the “audit information form” to the Department of Commerce each fiscal year. This form must be submitted to the Department by or before May 15th of each fiscal year.
- B. Grantees are required to submit one copy of a fiscal year audit report covering the program. The audit reports shall be sent within 30 days after the completion of the audit, but no later than the nine months after the end of the audit period unless agreed to by the Department.
- C. If any expenditures are disallowed as a result of the Final Audit Report, the obligation for reimbursement to the Kansas Small Cities Community Development Block Grant Program shall rest with the Grantee.

XXI. Retention of and Access to Records

- A. Financial records, supporting documents, statistical records, and all other records pertinent to this program shall be retained in accordance with the Department’s Procedures.
- B. Authorized representatives of the Department, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of these grants and the receipt of assistance under the Small Cities CDBG program as may be necessary to make audits, examinations, excerpts, and transcripts for a period of three years after the entire State CDBG grant year you were awarded from has been closed out by HUD.
- C. Any contract or agreement entered into by the Grantee shall contain language comparable to subsection (B) so as to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.

XXII. Conflict of Interest

- A. In the procurement of supplies, equipment, construction and services by Grantees and subgrantees, the conflict of interest provisions of the Kansas Department of Commerce as provided at 2 CFR Part 200 shall apply.
- B. No member of the Governing Body, officer or employee of the Grantee, or its designees or agents, or any other person who exercises any functions or responsibilities with respect to the program assisted by this Agreement during his tenure or for one year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the program.
- C. The Grantee shall incorporate, or cause to be incorporated, in all third party agreements, a provision prohibiting such interest pursuant to the purpose of this Section.
- D. The Grantee shall not employ, nor shall permit any third party to employ any employee of the Department.

XXIII. Equal Opportunity

In addition to all equal opportunity provisions and the Assurances incorporated by reference herein, the Grantee agrees to comply with all of the requirements of the Kansas Acts Against Discrimination relating to fair employment practices, to the extent applicable and shall cause the foregoing provisions to be inserted in all contracts with third parties for any work covered by this Agreement so that such provisions will be binding upon such third parties.

Grantee will conduct and administer the grant in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq., as amended) and the Fair Housing Act (42 USC 3601-20) and will affirmatively further fair housing.

XXIV. Waiver of Enforcement

A waiver by the Department of the right to enforce any provision of this Agreement shall not be deemed a waiver of the right to enforce each and all of the provisions herein.

XXV. Reversion of Assets

- A. Consistent with the provisions at 24 CFR 570.703, the Grantee shall transfer any CDBG funds on hand at the time of expiration of the Agreement and any accounts receivable attributable to the use of CDBG funds to the Department.
- B. Any real property under the Grantee’s control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be used for its original intended purpose for five years after expiration of the agreement. Should the Grantee fail to utilize said property for its intended purpose, the Grantee shall pay the Department an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

XXVI. Budget Amendments and Other Changes

- A. During the implementation of the grant project, the Grantee may revise the CDBG activities amounts in the CONTRACT PROJECT BUDGET FORM; provided that:
 - 1. The cumulative effect of the revision is to not make line item budget transfers which exceed ten percent of the total grant or \$10,000 cumulative of CDBG monies, whichever is less.
 - 2. The change does not increase any professional services of the CDBG approved budget;
 - 3. The change will not significantly change the scope, location or objectives of the approved activities; and
 - 4. The change does not add or eliminate any activity.
- B. Any such changes to this Agreement shall constitute an amendment, including time extension of the completion date.

- C. The Grantee shall notify the Department if, through the use of other funds, there is an intention to expand, enhance or add to the scope of the program covered by the Agreement, or there is a proposal to undertake activities that will have an impact upon the buildings, areas or activities of this program. The Department reserves the right to require an amendment to this Agreement if such is deemed necessary.
- D. Amendments to the terms and conditions of this Agreement shall not become effective unless reduced to writing, applicable standard forms submitted in duplicate, passed by Resolution of the governing body, and signed by the duly authorized representative of the Grantee, and signed by the Department.
- E. **I hereby certify that I have knowledge of all activities in the above-referenced grant. I also certify that I am aware that the regulations of the CDBG program prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the conduct of official business. By accepting the above-referenced grant award, I certify that no portion of the above grant award violates this regulation.**

Copies or originals of all CDBG recipient files and documentation must be maintained at the recipient's principal place of business.

We, the undersigned, have read and understood the above document and hereby agree to the terms and conditions contained herein.

DATED BY THE DEPARTMENT OF COMMERCE THIS _____ DAY OF _____, 20____.

STATE OF KANSAS
DEPARTMENT OF COMMERCE

By: _____
CDBG Program
Kansas Department of Commerce

By: _____
Notary Public, State of Kansas

City of Anthony Kansas
(Grantee)

By: _____
(Name) (Title)

(SEAL)

ATTEST: _____
(For the Grantee)

SPECIAL CONDITIONS

In addition to the general terms and conditions of this Agreement, the Grantee and the Department hereby agree to the following Special Conditions:

1. As provided in Section IX., Program Costs, F., the Notification of Award for the grant under this Agreement is dated **MARCH 5, 2024**.
2. As provided in Section XIII., Monitoring and Reporting, B., the Grantee shall submit Quarterly Progress Reports to the Department. The reporting periods consist of January/February/March, April/May/June, July/August/September and October/November/December. Quarterly Progress Reports are to be submitted to the Department on or before ten (10) days after the end of each quarter. A Quarterly Progress Report shall be submitted for each quarter, or portion thereof, during the Period of Performance as provided in Section IV. Any extension of time approved by the Department will require additional Quarterly Progress and Financial Reports to be submitted in accordance with the above-referenced schedule.
3. As provided in Section IV., Period of Performance, all activities assisted by this Agreement shall be completed on **APRIL 14, 2026**, except for those activities required to close out the program, such as the Final Program Report and the Final Audit Report.
4. As provided in Section XIII., Monitoring and Reporting, C., the Grantee shall submit a Final Program Report to the Department on or before **JULY 15, 2026**.
5. The Grantee shall not use funds that have been granted by HUD under the Federal Act, or which may have been accrued as a consequence of activities supported with such grant funds (program income), in whole or in part for the support of the Activities covered by this Grant Agreement without first having secured the express written approval of HUD.
6. The Grantee shall be permitted to satisfy the program audit requirements of Section XX., Audit Requirements, by conducting a single municipal government-wide financial audit at the time of an annual audit provided for by Kansas law. Said audit will be completed on or before September 30 of each year the grant is open and one year after the grant is closed. Grantees receiving federal assistance in any fiscal year must have an audit made in accordance with 2 CFR Part 200 for such fiscal year unless exempted under 2 CFR Part 200. Those Grantees having expended \$750,000 or more of total federal funds from all sources must have an annual audit.
7. Will require each unit of local government to be distributed Title I funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act) and prohibiting the barring of entrance or exit to any facility or location which is the subject of such demonstration (Cranston-Gonzales National Affordable Housing Act).
8. In addition to the above certifications, the undersigned also makes the certification required which is attached regarding Lobbying.
9. The Grantee shall adhere to the Build America Buy America Act, as codified in 41 U.S.C. § 8301, 2 C.F.R. Part 184, and any applicable guidance issued by HUD, and require all iron and steel, construction materials, and manufactured products that are incorporated into the work and activities described in the Approved Project Application are produced in the United States.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Date

Official

Grantees are required to keep records until three years after the entire CDBG grant year from HUD has been closed out.

CONTRACT FOR ADMINISTRATIVE SERVICES
CITY OF ANTHONY, KANSAS
CDBG HOUSING REHABILITATION

THIS CONTRACT is entered into this ____ day of _____, 2024 by and between City of Anthony, Kansas, Party of the First Part, hereinafter referred to as “City” and the South-Central Kansas Economic Development District, Inc. (SCKEDD) a non-profit Kansas corporation under the laws of the State of Kansas, Party of the Second Part, hereinafter called “SCKEDD”.

This contract is contingent upon award of a current Small Cities Community Development Block Grant (CDBG) application from the State of Kansas Department of Commerce. If the application is not successful and the grant not funded, this contract will be declared null and void.

SCKEDD hereby agrees to provide grant administration services to the City in the administration of the CDBG which may be awarded by the Kansas Department of Commerce to the City for a community facility. The services to be provided are outlined in the attached Exhibit “A” and hereby incorporated into this contract and made a part hereof. SCKEDD’s official agent for this contract is its Executive Director.

SCKEDD further agrees to the following:

1. SCKEDD will provide the City, the Kansas Department of Commerce, or the Comptroller General through any authorized representative, the access to, and the right to examine, SCKEDD’s records, books, papers, or documents related to the contract.
2. SCKEDD will provide safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves, or others, particularly those with whom they have family, business, or other ties.

SCKEDD further agrees to abide by the following State and Federal Regulations:

1. Title VI of the Civil Rights Act of 1964;
2. Title VIII of the Civil Rights Act of 1968, as amended by the Housing Act of 1974;
3. Section 109, Housing and Community Development (HCD) Act of 1974, as amended;
4. Section 3 of the Housing and Urban Development Act of 1968, as amended through 1994, and implemented by 24 CFR 135;
5. Section 503 of Rehabilitation Act of 1973, as amended;
6. Section 504 of the Rehabilitation Act of 1973, as amended;
7. Age Discrimination Act of 1975, as amended;
8. Executive Order 11063 (1962);
9. Executive Order 11246 (1965), as amended;
10. 24 CFR 85, as modified by CFR 570, Subpart J;
11. Title I of the Housing and Community Development Act of 1974, as amended;
12. Section 519, Public Law 101-144 (1990 HUD Appropriation Act);
13. Cranston-Gonzales National Affordable Housing Act (Sections 906 and 912);

CONTRACT FOR ADMINISTRATIVE SERVICES
CITY OF ANTHONY, KANSAS
CDBG HOUSING REHABILITATION

- 14. Kansas Act Against Discrimination; and
- 15. Fair Housing Amendment Act of 1988.

These items are described in more detail in Section 10, Appendix “B” of the Kansas Small Cities Community Development Block Grant Program Grantee Handbook. These pages are attached hereto as Exhibit “B” and hereby incorporated into this contract and made a part hereof.

The City agrees, as related to this contract, to assume the following duties and obligations:

- 1. To pay SCKEDD **\$25,000.00** for the administration of this contract. Payments are due to SCKEDD as follows for administrative duties:

\$6,250.00 at the completion of the environmental assessment;

\$12,500.00 after the first group of three (3) homes are completed;

\$3,125.00 when the grant is ready for closeout, and clearance of all monitoring findings is received; and

\$3,125.00 when the final closeout paperwork (with the exception of audit) is submitted to KDOC.

3. Grant Extension Clause:

In the event that the grant awarded by the Kansas Department of Commerce is extended beyond its original two-year contract period, SCKEDD agrees to provide a 30-day grace period for administrative service fees. During this grace period, no additional administrative fees beyond the aforementioned Section 1 Billings Schedule will accrue.

Upon the conclusion of the 30-day grace period, if additional time extensions are needed, the City agrees to compensate SCKEDD from non-grant-derived funds. The compensation will amount to \$500 for each subsequent 30-day extension period throughout the extended grant term to cover administrative services. This compensation will commence at the end of the 30-day grace period and will continue until completion of the extended grant period and associated closeout procedures.

The City commits to making these additional payments promptly, within 30 days of receipt. Failure to adhere to these payment timelines may lead to renegotiation or termination of this contract.

- 4. During the course of, and for all activities relating to this contract, the City is to appoint an authorized grant liaison with whom SCKEDD is to work.

CONTRACT FOR ADMINISTRATIVE SERVICES
CITY OF ANTHONY, KANSAS
CDBG HOUSING REHABILITATION

It is further agreed that at any time during the contract, should either party to this contract become dissatisfied with the provisions of the contract, or the execution of duties as set forth herein, they may request from, and will be granted by, the other party a renegotiation of terms. This request must take the form of a written notification detailing the reasons for complaint. If thirty (30) days after the receipt of the request for renegotiations, the renegotiations have not been resolved, this contract will be declared null and void from that date, subject to the payment of SCKEDD's expenses to date by the City. Additional terms and conditions are outlined in the attached Exhibit "C" and hereby incorporated into this contract and made a part hereof.

It is further agreed that in the event the grant is not forthcoming, SCKEDD will be paid by the City for its time and expenses up to the date the grant is canceled.

It is further agreed that no provision herein set forth shall be construed to mean that SCKEDD shall assume from the City any direct responsibility to the Kansas Department of Commerce as detailed in the City's Grant Agreement for the above-referenced grant, other than that of an agent of the City.

This contract will be in effect until grant closeout procedures, except the audit, have been completed.

SCKEDD and the City have agreed to the terms of this contract executed this _____ day of _____, 2024, as evidenced by the following affixed signatures.

CITY OF ANTHONY, KANSAS

SOUTH CENTRAL KANSAS ECONOMIC
DEVELOPMENT DISTRICT, INC.

Gregory L. Cleveland
Mayor, City of Anthony

Bill Lampe
Executive Director

CONTRACT FOR ADMINISTRATIVE SERVICES
CITY OF ANTHONY, KANSAS
CDBG HOUSING REHABILITATION

EXHIBIT A
ADMINISTRATIVE SERVICES

1. Update Procurement Procedures, as needed.
2. Assist the City in “Furthering Fair Housing” and “Civil Rights” compliance by arranging to publish the proper notices in the official newspaper for the City, or by performing specific activities, and documenting them.
3. Complete the notices and prepare the publications required to complete the Environmental Review process.
4. Prepare all newspaper advertisements that are needed to inform the public about the project and to solicit construction contractors. The City will pay for all newspaper advertisements.
5. Perform the required notification to Minority-Owned Business Enterprises and Women-Owned Business Enterprises.
6. Attend the meeting during which the construction bids are opened.
7. Verify the contractor's eligibility with KDOC.
8. Assist the City in setting up and maintaining the required records, including:
 - a. Prepare signature forms.
 - b. Establish accounting procedures and books.
 - c. Provide a ledger for the City to track expenses for the overall project.
 - d. Prepare every Request for Payment form (used to draw down grant funds).
 - e. Prepare each Estimated Cash Disbursement Report.
 - f. File all Quarterly Progress Reports.
 - g. Provide yearly Audit Information Form to City for completion.
9. These are the Labor Standards activities that will be handled by the administrator:
 - a. Conduct Pre-Construction Conference.
 - b. Prepare the Notice of Start of Construction.
10. Participate in on-site monitoring visits by KDOC staff.
11. Correct any monitor’s findings.
12. Close out the grant, through:
 - a. Preparation of all grant closeout documents.
 - b. Preparation for the Public Hearing for Citizen Participation.
13. Provide other assistance as needed to see that the grant complies with KDOC requirements.

SCKEDD understands that the above is not an all-inclusive list. SCKEDD assures that all items required by the Kansas Department of Commerce, to comply with their CDBG Program for grant administration services, will be provided and completed by SCKEDD to KDOC’s satisfaction.

CONTRACT FOR ADMINISTRATIVE SERVICES
CITY OF ANTHONY, KANSAS
CDBG HOUSING REHABILITATION

EXHIBIT B
CDBG STATE AND FEDERAL REGULATIONS

SECTION 10, APPENDIX B

SUMMARY OF CIVIL RIGHTS LAWS, EXECUTIVE ORDERS, AND REGULATIONS
(Applicable to construction)

CDBG grantees must ensure all project activities will be administered in compliance with all civil rights laws and regulations. The following are summaries of those parts of the civil rights laws and regulations applicable to CDBG activities.

Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 109, Housing and Community Development (HCD) Act of 1974, as amended, provides that no person in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act of 1974.

Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or subjected to discrimination under, and program or activity receiving federal financial assistance.

Fair Housing Amendments of 1988 added handicapped (disabled) individuals and families with children to the list of protected status categories.

Executive Order 11063, as amended, directs all departments and agencies to take all action necessary and appropriate to prevent discrimination in housing and related facilities owned or operated by the federal government or provided with federal financial assistance and in the lending practices with respect to residential property and related facilities (including land to be developed for residential use) of lending institutions, insofar as such practices relate to loans insured or guaranteed by the federal government.

Kansas Act Against Discrimination. It is a policy of the State of Kansas that requires all employers, labor organizations, employment agencies, realtor, financial institutions, or other persons covered by this Act to assure equal opportunities and encourage every citizen regardless of race, religion, color, sex, age, physical disability, national origin, or ancestry, to secure and

CONTRACT FOR ADMINISTRATIVE SERVICES
CITY OF ANTHONY, KANSAS
CDBG HOUSING REHABILITATION

hold – without discrimination, segregation, or separation – employment in any field of work or labor for which they are properly qualified, the opportunity for full and equal public accommodations, and to assure full and equal opportunities in housing.

Executive Order 11246, as amended, provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in any phase of employment during the performance of federal or federally assisted construction contracts in excess of \$10,000. The following civil rights requirements also apply to CDBG grantee performance: grantees shall comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60) which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally-assisted construction contracts. As specified in Executive Order 11246 and the implementing regulations, contractors and subcontractors on federal or federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or retirement advertising, layoff or termination, rates of pay, or other forms of compensation and selection or training and apprenticeship.

Section 503 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination in contractor employment. All recipients of federal funds must certify to the following through all contracts issued:

Affirmative Action for Handicapped Workers

1. The contractor will not discriminate against any employee regarding any position for which the employee or applicant for employment is qualified. The contractor agrees to make affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships.
2. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the contractor’s noncompliance with the requirements of this clause, action for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in the form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor’s obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
5. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is

CONTRACT FOR ADMINISTRATIVE SERVICES
CITY OF ANTHONY, KANSAS
CDBG HOUSING REHABILITATION

bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

6. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

Section 912 of the Cranston-Gonzales National Affordable Housing Act, as amended, Section 109 (a) of the HCD Act prohibits discrimination on the basis of religion.

CONTRACT FOR ADMINISTRATIVE SERVICES
CITY OF ANTHONY, KANSAS
CDBG HOUSING REHABILITATION

EXHIBIT C
TERMS AND CONDITIONS

1. Termination of Contract for Cause: If, through any cause, SCKEDD shall fail to fulfill in a timely manner his/her obligations under this contract, or if SCKEDD shall violate any of the covenants, agreements or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to SCKEDD of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by SCKEDD under this Contract shall, at the option of the City, become its property and SCKEDD shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, SCKEDD shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by SCKEDD, and the City may withhold any payments to SCKEDD for the purpose of set-off until such time as the exact amount of damages due the City from SCKEDD is determined.

2. Termination for the Convenience of the City: The City may terminate this contract at any time by giving at least thirty (30) days' notice in writing to SCKEDD. If the Contract is terminated by the City as provided herein, SCKEDD will be paid for the time provided and expenses incurred up to the termination date. If this contract is terminated due to the fault of SCKEDD, Paragraph 1 hereof relative to termination shall apply.
3. Changes: The City may, from time to time, request changes in the scope of services of SCKEDD to be performed hereunder. Such changes, including any increase or decrease in the amount of SCKEDD's compensation, which are mutually agreed upon by and between the City and SCKEDD, shall be incorporated in written amendments to this Contract.
4. Personnel:
 - a. SCKEDD represents that he/she has, or will secure at his/her own expense, all personnel required to perform the services under this contract. Such personnel shall not be employees of, or have any contractual relationship with, the City.
 - b. All the services required hereunder will be performed by SCKEDD or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
 - c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

CONTRACT FOR ADMINISTRATIVE SERVICES
CITY OF ANTHONY, KANSAS
CDBG HOUSING REHABILITATION

5. Assignability: SCKEDD shall not assign any interest on this contract, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto; provided, however, that claims for money by SCKEDD from the City under this contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
6. Reports and Information: SCKEDD, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this contract.
7. Records and Audits: SCKEDD shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for four years after the expiration of this contract unless permission to destroy them is granted by the City.
8. Findings Confidential: All of the reports, information, data, etc., prepared or assembled by SCKEDD under this contract are confidential and SCKEDD agrees that they shall not be made available to any individual or organization without prior written approval by the City.
9. Copyright: No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of SCKEDD.
10. Compliance with Local Laws: SCKEDD shall comply with all applicable laws, ordinances and codes of the state and local governments, and SCKEDD shall hold the City harmless with respect to any damages arising from tort done in performing any of the work embraced by this contract.
11. Equal Employment Opportunity: During the performance of this contract, SCKEDD agrees as follows:
 - a. SCKEDD will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. SCKEDD will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation;

CONTRACT FOR ADMINISTRATIVE SERVICES
CITY OF ANTHONY, KANSAS
CDBG HOUSING REHABILITATION

and selection for training, including apprenticeship. SCKEDD agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

- b. SCKEDD will, in all solicitation or advertisements for employees placed by or on behalf of SCKEDD, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
 - c. SCKEDD will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - d. SCKEDD will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.
 - e. SCKEDD will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the City's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain with such rules, regulations and orders.
 - f. In the event of the SCKEDD's non-compliance with the non-compliance clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and SCKEDD may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.
 - g. SCKEDD will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. SCKEDD will take such action with respect to any subcontract or purchase order as the City's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event SCKEDD becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City's Department of Housing and Community Development, SCKEDD may request the United States to enter into such litigation to protect the interests of the United States.
12. Civil Rights Act of 1964: Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin be excluded from participation in, be

CONTRACT FOR ADMINISTRATIVE SERVICES
CITY OF ANTHONY, KANSAS
CDBG HOUSING REHABILITATION

denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

13. Section 109 of the Housing and Community Development Act of 1974:

- a. a. No person in the United States shall, on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. Interest of Members of a City: No member of the governing body of the City and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and SCKEDD shall take appropriate steps to assure compliance.

15. Interest of Other Local Public Officials: No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and SCKEDD shall take appropriate steps to assure compliance.

16. Interest of Consultant (SCKEDD) and Employees: SCKEDD covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder.

SCKEDD further covenants that in the performance of this contract, no person having any such interest shall be employed.

CONTRACT FOR HOUSING INSPECTION/RISK ASSESSMENT SERVICES
CITY OF ANTHONY
2023 CDBG HOUSING REHABILITATION GRANT

THIS CONTRACT is entered into this ____ day of _____, 2024 by and between The City of Anthony, Kansas, Party of the First Part, hereinafter referred to as “City” and the South Central Kansas Economic Development District, Inc. (SCKEDD) a non-profit Kansas corporation under the laws of the State of Kansas, Party of the Second Part, hereinafter called “SCKEDD”.

SCKEDD hereby agrees to provide Professional Housing Inspection/Risk Assessment services to the City under the City’s proposed 2023 Community Development Block Grant (CDBG) Application for Housing Rehabilitation and Reconstruction, to be funded by a grant from the Kansas Department of Commerce (KDOC) to the City. The services to be provided are outlined in the attached Exhibit “A” and hereby incorporated into this contract and made a part hereof. SCKEDD’s official agent for this contract is its Executive Director.

SCKEDD further agrees to the following:

1. SCKEDD will provide the City, the Kansas Department of Commerce, or the Comptroller General through any authorized representative, the access to, and the right to examine, SCKEDD’s records, books, papers, or documents related to the contract.
2. SCKEDD will provide safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves, or others, particularly those with whom they have family, business, or other ties.

SCKEDD further agrees to abide by the following State and Federal Regulations:

1. Title VI of the Civil Rights Act of 1964.
2. Title VIII of the Civil Rights Act of 1968, as amended by the Housing Act of 1974.
3. Section 109, Housing and Community Development (HCD) Act of 1974, as amended.
4. Section 3 of the Housing and Urban Development Act of 1968, as amended through 1994, and implemented by 24 CFR 135.
5. Section 503 of Rehabilitation Act of 1973, as amended.
6. Section 504 of the Rehabilitation Act of 1973, as amended.
7. Age Discrimination Act of 1975, as amended.
8. Executive Order 11063 (1962).
9. Executive Order 11246 (1965), as amended.
10. 24 CFR 85, as modified by CFR 570, Subpart J.
11. Title I of the Housing and Community Development Act of 1974, as amended.
12. Section 519, Public Law 101-144 (1990 HUD Appropriation Act).
13. Cranston-Gonzales National Affordable Housing Act (Sections 906 and 912).
14. Kansas Act Against Discrimination; and
15. Fair Housing Amendment Act of 1988.

CONTRACT FOR HOUSING INSPECTION/RISK ASSESSMENT SERVICES
CITY OF ANTHONY
2023 CDBG HOUSING REHABILITATION GRANT

These items are described in more detail in Section 10, Appendix “B” of the Kansas Small Cities Community Development Block Grant Program Grantee Handbook. These pages are attached hereto as Exhibit “B” and hereby incorporated into this contract and made a part hereof.

The City agrees, as related to this contract, to assume the following duties and obligations:

1. To pay SCKEDD according to the following fee schedule for services:
 - A. Housing Quality Standards Inspections, per dwelling..... \$800.00
(This price includes all written reports, cost estimates, interim inspections, and final inspections per rehabilitated house.)
 - B. Lead-Based Paint Risk Assessments, per dwelling..... \$1,000.00
(This price includes all written reports per rehabilitated house, as well as any charges for scientific analysis.)
 - C. Lead-Based Paint Clearance, per dwelling..... \$300.00
(This price includes all written reports per rehabilitated house, as well as any charges for scientific analysis.)
 - D. Demolition inspection, per dwelling (if required) \$500.00
(This price includes all written reports, cost estimates, interim inspections, and final inspections per dwelling unit to be demolished.)

- Unit prices (if needed)
 1. Additional site visits, per visit: \$50.00
 2. Additional paint, soil, dust, or water samples: \$250.00
 3. Additional XRF paint testing, per structure: \$100.00

2. During the course of, and for all activities relating to this contract, to appoint an authorized grant liaison with whom SCKEDD is to work.

It is further agreed that at any time during the contract, should either party to this contract become dissatisfied with the provisions of the contract, or the execution of duties as set forth herein, they may request from, and will be granted by, the other party a renegotiation of terms. This request must take the form of a written notification detailing the reasons for complaint. If thirty (30) days after the receipt of the request for renegotiations, the renegotiations have not been resolved, this contract will be declared null and void from that date, subject to the payment of SCKEDD's expenses to date by the City.

It is further agreed that in the event the grant is not forthcoming, SCKEDD will be paid by the Kansas Department of Commerce for its time and expenses up to the date the grant is canceled.

CONTRACT FOR HOUSING INSPECTION/RISK ASSESSMENT SERVICES
CITY OF ANTHONY
2023 CDBG HOUSING REHABILITATION GRANT

It is further agreed that no provision herein set forth shall be construed to mean that SCKEDD shall assume from the City any direct responsibility to the Kansas Department of Commerce as detailed in the City’s Grant Agreement for the above-referenced grant, other than that of an agent of the City.

This contract will be in effect until grant closeout procedures, except the audit, have been completed.

SCKEDD and the City have agreed to the terms of this contract executed this ____ day of _____, 2024, as evidenced by the following affixed signatures.

CITY OF ANTHONY, KANSAS

SOUTH CENTRAL KANSAS ECONOMIC
DEVELOPMENT DISTRICT, INC.

Gregory L. Cleveland
Mayor, City of Anthony

Bill Lampe
Executive Director

CONTRACT FOR HOUSING INSPECTION/RISK ASSESSMENT SERVICES
CITY OF ANTHONY
2023 CDBG HOUSING REHABILITATION GRANT

EXHIBIT A
HOUSING INSPECTION AND RISK ASSESSMENT SERVICES

**SCOPE OF HOUSING INSPECTOR/RISK ASSESSOR REPONSIBLITIES FOR
CDBG HOUSING REHABILITATION AND RECONSTRUCTION GRANT
CITY OF ANTHONY**

1. Conduct initial inspections of each unit using the HUD Section 8 form, the Housing Quality Standards, and the local building code.
2. Provide a written Lead Paint Risk Assessment in conformance with HUD and the KDHE standards.
3. Prepare a line-item bid sheet for each unit that will be rehabilitated with detailed specifications for all needed repairs. This written report will include a sub-section that will list all interim control measures needed to comply with all regulations governing lead-based paint interim controls and paint stabilization.
4. Work with the Project Administrator to schedule a walk through/bid tour for all interested contractors.
5. Work closely with the Project Administrator and the City of Anthony to assure a smooth bid process and to evaluate all the bids received.
6. Perform regular interim inspections of all work sites.
7. Prepare written change orders when needed during the construction phase.
8. Conduct Final Inspections of each unit to assure compliance with all work specifications and the corresponding requirements of each agency. The property owner will be encouraged to participate in each Final Inspection. In the event that any work has to be corrected, or changed, another Final Inspection visit will take place.
9. Clearance testing of each unit will be performed in conjunction with the Final Inspection. In the event that any work has to be corrected, or changed, another clearance test will be performed.

SCKEDD understands that the above is not an all-inclusive list. SCKEDD assures that all items required by the Kansas Department of Commerce, to comply with their CDBG Program for housing inspection/risk assessor services will be provided and completed by SCKEDD to KDOC's satisfaction.

CONTRACT FOR HOUSING INSPECTION/RISK ASSESSMENT SERVICES
CITY OF ANTHONY
2023 CDBG HOUSING REHABILITATION GRANT

EXHIBIT B
CDBG STATE AND FEDERAL REGULATIONS

SECTION 10, APPENDIX B

SUMMARY OF CIVIL RIGHTS LAWS, EXECUTIVE ORDERS, AND REGULATIONS
(Applicable to construction)

CDBG grantees must ensure all project activities will be administered in compliance with all civil rights laws and regulations. The following are summaries of those parts of the civil rights laws and regulations applicable to CDBG activities.

Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Title VIII of Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental and financing of dwellings based on race color, religion, sex or national origin. Title VIII was amended in 1988 (effective March 12, 1989) by the Fair Housing Amendment Act, which: expanded the coverage of the Fair Housing Act to prohibit discrimination based on disability or on familial status (presence of child under age of 18, and pregnant women); established new administrative enforcement mechanisms with HUD attorneys bringing actions before administrative law judges on behalf of victims of housing discrimination; and revised and expanded Justice Department jurisdiction to bring suit on behalf of victims in Federal district courts.

Section 109, Housing and Community Development (HCD) Act of 1974, as amended, provides that no person in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act of 1974.

Section 504 of the Rehabilitation Act of 1973, as amended provides for nondiscrimination of an otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or subjected to discrimination under, and program or activity receiving federal financial assistance.

Executive Order 11063, as amended, directs all departments and agencies to take all action necessary and appropriate to prevent discrimination in housing and related facilities owned or operated by the federal government or provided with federal financial assistance and in the lending practices with respect to residential property and related facilities (including land to be

CONTRACT FOR HOUSING INSPECTION/RISK ASSESSMENT SERVICES
CITY OF ANTHONY
2023 CDBG HOUSING REHABILITATION GRANT

developed for residential use) of lending institutions, insofar as such practices relate to loans insured or guaranteed by the federal government.

Kansas Act Against Discrimination. It is a policy of the State of Kansas that requires all employers, labor organizations, employment agencies, realtor, financial institutions, or other persons covered by this Act to assure equal opportunities and encourage every citizen regardless of race, religion, color, sex, age, physical disability, national origin, or ancestry, to secure and hold – without discrimination, segregation, or separation – employment in any field of work or labor for which they are properly qualified, the opportunity for full and equal public accommodations, and to assure full and equal opportunities in housing.

Section 3 of the Housing and Urban Development Act of 1968, as amended, provides that, to the greatest extent feasible, opportunities for training and employment shall be given to recipients of public housing and lower income residents of the unit of local government or the metropolitan area (or non-metropolitan City) in which the project is located, contract work in connection with such projects shall be awarded to business concerns which are owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan City) as the project, employ Section 3 residents in full-time positions, or subcontract with businesses which provide economic opportunities to lower income persons.

Executive Order 11246, as amended, provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in any phase of employment during the performance of federal or federally assisted construction contracts in excess of \$10,000. The following civil rights requirements also apply to CDBG grantee performance: grantees shall comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60) which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally-assisted construction contracts. As specified in Executive Order 11246 and the implementing regulations, contractors and subcontractors on federal or federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or retirement advertising, layoff or termination, rates of pay, or other forms of compensation and selection or training and apprenticeship.

Section 503 of the Rehabilitation Act of 1973, as amended, provides for the nondiscrimination in contractor employment. All recipients of federal funds must certify to the following through all contracts issued:

Affirmative Action for Handicapped Workers

1. The contractor will not discriminate against any employee in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to make affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental

CONTRACT FOR HOUSING INSPECTION/RISK ASSESSMENT SERVICES
CITY OF ANTHONY
2023 CDBG HOUSING REHABILITATION GRANT

handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships.

2. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the contractor's noncompliance with the requirements of this clause, action for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in the form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
5. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

Section 912 of the Cranston-Gonzales National Affordable Housing Act, as amended, Section 109 (a) of the HCD Act prohibits discrimination on the basis of religion.

Demolition Plan

City of Anthony, Kansas

1. Targe Area Location: CDBG funds are targeted within an area in the city, target area is defined as: *E. Main Street to the North, the alley on the west side of S. Springfield Ave. to the west, the alley on the east side of S. Lincoln Ave. to the East, and E. Ironton Street to the South.*
2. See attached map. The City of Anthony has funds available for the removal of two (2) residential structures in within the target area.
3. Structure Eligibility: Upon request to demolish an unsafe, dangerous, or blighted structure, the City inspection staff shall certify that the structure to be demolished is in condemnable condition and present a hazard to public health and safety. A structure not deemed condemnable by the City inspection staff shall not be eligible for this program.
4. Eligible Activities: Structures that are condemnable condition would be removed under this plan, in accordance with a first-come, first-serve base. Structures to be removed using CDBG funds would need to be in the targeted area and comply with the City Voluntary Demolition program. These activities would result in the improvements of the health and safety of area residents.
5. Ineligible Activities: Any activity that does not result in the removal of a blighting influence or improving the health and safety of residents. Properties that have not been vacant for more than three (3) months.
6. Expenditure Limits: Cost must be reasonable
7. Application Procedures: The City is only completing two (2) demolitions and will be first-come, first-served bases.
8. Role of Property Owner: Property owners agree to allow the demolition work and to provide access to the property by demolition personnel. Access will be required for preliminary inspections, pre-bid conference inspections, demolition, and ongoing inspection of work. A waiver of liability must be completed for each property, which is included in the application.
9. Complaint Procedures: The City of Anthony Uniform Building Code Board of Appeals will serve as an appeal board to hear grievances of individuals regarding the administration and demolition. All grievance shall be answered in writing within fifteen (15) working days of receipt of the grievance. The decision of the Board of Appeals shall be final.
10. Demolition Contract Procedures: Procurement procedures of the CDBG program must be used for procurement of services, materials, and products. Competitive sealed bids for demolition will be taken for individual property.

Bids will be solicited from known contractors and notices to bidders will be publicly advertised. All parties interested in bidding will be provided with a clear and accurate description of the technical requirements of the service to be procured. Information will also be provided to detail any other requirements that bids must fulfill, and all factors used in evaluation of bids or proposals.

In the event that an insufficient number of bids are received, or the bids are unacceptable, the work may be rebid, or alternative procurement procedures may be used, such as the Small Purchases Procedures or Non-Competitive Negotiations.

Award shall be made only to responsible contractors who possess the potential ability to perform successfully under the term and conditions of a proposed procurement. Consideration shall be given to price, as well as such matters as contractor integrity,

compliance with public policy, record of past performance, and financial and technical resources.

Bids will be reviewed and approved by the Housing Rehabilitation Staff composed of the City Inspector, Deputy Inspector, or contracted staff inspector.

- 11. Amendments to Demolition Plan: Provisions of the Demolition Plan may be amended by the City Commission and Commerce.

This Demolition Plan and all related attachments was approved and adopted by the City Council of the City of Anthony on the ____ day of _____ 20XX.

City of Anthony

By: _____
Gregory L. Cleveland, Mayor

Attest: _____
Cyndra Kastens, City Clerk

City of Anthony 2024 Community Development Block Grant Housing Rehabilitation Plan

The United States Department of Housing & Urban Development (HUD) allocates funds used by the Kansas Department of Commerce for the Community Development Block Grant (CDBG) Housing Rehabilitation program. The City of Anthony has been awarded a CDBG grant from Commerce for the purpose of housing rehabilitation within the target area. The maximum amount of CDBG federal grant funds to be spent on rehabilitation is \$25,000 per unit. Private match is encouraged to fill the gap in financing if a rehabilitation will exceed this threshold. This program is designed to provide housing rehabilitation for low- to-moderate income individuals who own (or rent) a housing unit within the target area.

Applicants will be screened and rated in accordance with eligibility criteria as set out in this Housing Rehabilitation Plan.

The target area is defined as: **E. Main Street to the North, the alley on the west side of S. Springfield Ave. to the west, the alley on the east side of S. Lincoln Ave. to the East, and E. Ironton Street to the South.**

ELIGIBILITY REQUIREMENTS

Only property located within the target area is eligible for rehabilitation. To qualify, total household income for all individuals 18 years or older living in the home must be less than the low- to moderate income guidelines set by HUD for Harper County, Kansas. The eligible home must be the primary residence of the applicant for owner-occupied units. For rental units, the renter must be income qualified. If the owner of the rental unit is income-qualified, the city will pay 85 percent of the rehabilitation and the Owner will be responsible for 15 percent. If the owner is above income guidelines, he/she must contribute 25 percent of the rehabilitation cost. The owner of the unit must also sign a rent-freeze agreement for a three-year period.

The total household income (income from all sources of family members over 18 years of age) must be less than the following income limitations:

No. In Household	LMI Income
1	\$43,200
2	\$49,350
3	\$55,500
4	\$61,650
5	\$66,600
6	\$71,550
7	\$76,450
8	\$81,400

Note: The LMI income limits will always use the most current income requirements as established by HUD.

1. The real property taxes and utilities must be current for all properties.
2. Hazard insurance naming the City as an additional insured in at least the amount of the rehabilitation contract will be required. If repairs are necessary to obtain the hazard insurance, then evidence is required showing that coverage will be provided upon completion of the rehabilitation.

VERIFICATION OF ELIGIBILITY

All income information will be kept confidential. Applicants must qualify as low- to-moderate income (LMI) prior to the time the inspection for rehabilitation is conducted. Re-verification will be required if a new income tax return has been filed prior to inspection. Also, re-verification will be required if 6 months have lapsed, and rehabilitation has not yet begun.

Adjusted Gross Income from the latest years IRS 1040 will be used for income verification. All income tax returns will need to be included for anyone in the household over 18 that are not attending school. The most recent tax return must be used – NO EXCEPTIONS.

TYPES OF FINANCIAL ASSISTANCE

1. Households who income-qualify will be awarded CDBG Housing Rehabilitation funds in the form of a soft or deferred loan for the full amount of the rehabilitation costs or the maximum allowed under CDBG guidelines, whichever is less, for a three-year period.
2. A soft loan may be forgiven and considered a grant if all contractual agreements are followed.
3. The homeowners are required under CDBG guidelines to enter into a contractual agreement with the City, which will place a lien against the rehabilitated property for a three-year period to meet the guidelines as set out by the Housing Rehabilitation Plan.
4. The agreement will also stipulate that the unit must be the homeowners' primary residence (unless a rental agreement has been signed), kept and maintained in a standard condition.
5. If within the three-year lien period the homeowner should move from the housing unit, it's allowable to sell to a low- to-moderate income person, who will occupy the unit as the primary residence and will assume the balance of the prorated lien. The city must verify the income of the person intending to purchase the home, or if the home is sold to someone other than a low- to-moderate income individual, the cost of the rehabilitation will be prorated and must be paid back into the City's Housing program by the homeowner. Proration example is shown below.
6. If a homeowner dies within the three-year lien period and has no spouse, the home may be sold or rented to a low- to-moderate income household. If sold or rented to a non-LMI family, the homeowner's estate must pay back the prorated amount on the lien. For example, if the home is sold in the 13th month following completion of the rehabilitation, then 12/36 or 1/3 of the loan would be forgiven and the homeowner's estate would repay 2/3 of the original amount.

APPLICATION SELECTION CRITERIA

First-Come/First-Served

A public meeting will be held to review and explain the application and grant program. Applications must be turned in to City Hall during business hours or by mail or will be taken at City Hall Monday through Friday between 8 a.m. and 5 p.m. Applications will be accepted on a first-come/first served basis with priority being given to applications received on or before **Month Date, Year** and applicants who submitted pre-applications. Applications received after this date will be processed only if grant funds are still available and will be selected by the following ranking system. If more applications are received than can be served, they will also be determined by the following ranking system. Individuals having received a Housing Rehabilitation grant in the past are not eligible.

Ranking System

Applicants receiving the highest number of points receive first consideration and then in descending order. In the case of equal points, the earliest application filing date will serve as the tiebreaker. Points will be awarded as follows:

	Household Characteristics	Points
1	Less than 70% of the maximum income limit	5
2	Submitted a Pre-Application	5
3	Handicapped/disabled person in the household	5
4	Elderly, 62 years of age or older person in the household	5
5	Single Head of Household with dependent children	5
6	Each dependent in household under 18	2 each

STANDARDS FOR IMPROVEMENTS

This program does not consist of remodeling or cosmetic repairs. The goal of the Housing Rehabilitation program is to add twenty years to the useful life of the housing unit. Housing rehabilitation activities will include only the repairs necessary to meet the Housing Quality Standards (HQS) defined by the Housing Rehabilitation program as determined by the Housing Inspector. Housing units considered for rehabilitation must meet the definitions of a substandard unit and must be suitable for rehabilitation.

“Substandard” is defined as a housing unit that does not adequately meet Housing Quality Standards criteria set for the following: Building Exterior (foundation, roof, gutters, doors, windows, and insulation), Heating System, Plumbing System, Electrical Systems/Appliances or Building Interior (ceilings, walls, floors, doors, ventilation, smoke detectors)

“Suitable for Rehabilitation” is defined as a substandard house for which it is technically and financially feasible to restore it to a standard condition, given the funding limits of the program.

Emergency repairs and handicapped accessibility items may be addressed on a case-by-case basis at the discretion of the Housing Board and City Commission following the CDBG guidelines. Emergency repairs must be verified by the City’s Housing Inspector and must cause an immediate and overwhelming threat to the home’s occupant. The emergency repair must be brought to code standards.

Only one grant per house may be awarded.

LIMITED/INELIGIBLE ACTIVITIES

The following activities are limited to the identified restrictions:

1. Mobile Homes.

Mobile homes will not be considered for rehabilitation under this program.

2. Rental Units.

Rental units are eligible if:

- a. Tenant is documented to be LMI.
- b. If homeowner is documented to be LMI, an 85 percent grant may be allowed.
- c. If homeowner is documented to be non-LMI, homeowner must provide at least 25 percent matching funds.
- d. The homeowner must sign an agreement that all tenants renting this property within the three (3) years from the date of this agreement will have an income that does not exceed the most recently published Department of Housing and Urban Development (HUD) Section 8 LMI guidelines.
- e. The homeowner of the unit must also sign an agreement indicating that the monthly rental payment will not exceed the current monthly, or the Fair Market Rents (FMR) as published annually by HUD or a three-year period after the rehabilitation is complete.
- f. The homeowner of any rental unit receiving CDBG grant funds for rehabilitation also agrees to allow the City of Anthony or its appointed representative access to the property to perform an annual HQS inspection, for a minimum of the 3 years after the rehab work is finished. Any HQS deficiencies discovered during the annual inspection will need to be brought into compliance at the landlord's expense.

3. Self-Help.

- a. The city will not allow self-help projects. In the event that the inspector determines the home cannot be rehabilitated for the CDBG Housing Rehabilitation Limits and/or all bids on a home are above the maximum, the applicant would be permitted to accomplish part of the work, and then the property may be re-evaluated/re-bid after the applicant's work was finished if funding is still available.

4. Living Trust

- a. Applicants meeting all other eligible criteria, and who currently reside on a property with a title held by a Living Trust, are eligible for a rehabilitation soft or forgivable loan.
- b. Income eligibility is determined by the income of the person residing at the property.
- c. The holder of the deed will be required to sign all grant documents.
- d. A property held as a Living Trust must be considered as a tenant and handled as such.

5. Land Contracts

Land Contracts are not eligible, or:

- a. Any seller must be unable to use the property as collateral and must be unable to convey title to the property unless such transaction is subject to the land sale contract; legally accepted limitation of the conveyance must exist in record form.
- b. The contract or ownership interest must be recorded.

- c. The seller must be obligated to deliver to the buyer a free simple title to the property on full payment of the contract price, without qualification.
- d. The purchaser must have:
 - 1. Full use, possession and quite enjoyment of the property.
 - 2. Equitable title to the property; and
 - 3. Full rights of redemption for a period of not less than 90 days unless such rights are afforded by local law.
- e. The purchaser and seller jointly sign the repayment agreement. The repayment agreement resolves the following:
 - 1. If the buyer moves from the unit prior to the expiration of the repayment agreement, the seller must do one of the following:
 - a. Rent or sell the dwelling to a LMI person; or
 - b. Repay a prorated portion of the housing rehabilitation cost.
 - 2. If the seller is not willing to enter into the repayment agreement, the dwelling will not be eligible for rehabilitation.

Without these minimum provisions in a contract, the grantee should assume that the seller has ownership interest in the property and should be treated as such regard to state rehabilitation provision, i.e., treated as a rental.

The following activities are considered ineligible:

- 6. Homes located in a flood plain are not eligible.
- 7. Homes being purchased under a contract for deed are not eligible.
- 8. Homes held in life estates are not eligible.
- 9. Remodeling or work not required to meet CDBG standards.

“WALK-AWAY” POLICY

If the initial inspection and cost estimate for bringing the home up to Housing Quality Standards indicates that the cost of rehabilitation is expected to exceed the maximum allowable, the homeowner will be notified. The application will be considered a “walk away” until:

- 1. The homeowner has completed some of the repairs on their own and the estimate of the remaining work would be at or below the maximum allowable. The homeowner is responsible to notify the City when they have the work completed so the property can be re-inspected. All work must be approved by the Housing Inspector.
- 2. If the homeowner is unable to make repairs, they may provide the necessary additional funds within 45days after they are notified. If the funds have not been deposited at the City within the allotted time, the City will cancel the application, close the file and “walk away” from the property.

If the original cost estimate is below the maximum allowable, the property will be included in the next bidding process. Homeowners will be notified within 15 days after the bid opening if the lowest contractor bid for their home exceeds the maximum allowable. In that event, the applicant will have the option to supply the additional funds. The applicant will be given 45 days to satisfy the requirements for all necessary additional funding. Additional funds must be received in full by the City prior to the execution of the construction contract. If the homeowner cannot provide the additional funds, the City may “walk away” from that home. If

the applicant does not respond in 30 days, the City will cancel the application, close the file and “walk away” from the property.

Lead-based paint risk assessment inspections will be completed after the Housing Quality Standards inspection and if the estimated cost for repairs is below \$25,000. If the lead-based paint risk assessment shows lead and repairs cannot be done with containment, which allows a family use of restroom, cooking and sleeping facilities, and the family must relocate to a lead safe housing unit for the duration of the rehabilitation and until the dwelling passes the clearance test. Refusal to relocate will be grounds to “walk away”.

Children, age six or younger, will be required to relocate if lead activity is necessary, even if containment is possible. Refusal to relocate will be grounds to “walk away”.

LEAD-BASED PAINT REQUIREMENTS

The homeowner, contractor, City, Housing Board, Grant Administrator, and Housing Inspector will be required to follow all regulations of all state and federal regulations regarding lead-based paint hazards. The appropriate regulations are hereby made a part of this plan.

Participation in the Housing Rehabilitation program is voluntary for all parties. All property proposed for rehabilitation, and built prior to 1978, will be inspected for lead-based paint.

The city will require that children younger than 6 years of age living in a house built prior to 1978 be tested for an elevated blood lead level. If an applicant refuses to allow the child’s blood to be tested, the city may elect not to rehabilitate the home.

The city is not required to pay any expenses for relocation of the household that may be required by lead-based paint activities during construction. However, the city recognizes that if relocation is required, it could produce a degree of hardship on the household. It will be the policy of the program to provide the household with \$ 150 per day relocation expense allowance for a household of two persons, plus \$ 30.00 per day for each additional household member. This allowance will be paid for the actual days the members are required to be out of the home. If a family voluntarily relocates during rehabilitation, when relocation is not required, it will be the policy of the City to not pay any relocation expenses.

LEAD-BASED PAINT PRECAUTIONS

All occupants of property to be rehabilitated will be notified of the following:

1. All households will receive both the “Protect Your Family from Lead in Your Home” and “Renovation Right” brochures.
2. All households will receive a copy of the risk assessment report to sign within 15 days after the risk assessment is completed.
3. If lead-based paint is discovered in the assessment, households will receive a “Lead Hazard Reduction Notice” within 15 days after work is completed.

4. All households, which have been identified as having lead-based paint, will receive a copy of the “Lead Hazard Clearance Notice”.
5. Require any individual 6 years of age or younger, residing in the home, to have a blood test for elevated levels of lead.
6. Homeowners may sign a waiver to remain in their home if no child six or under lives in the house and the repairs can be completed with self-containment; and restroom, cooking and sleeping facilities are available.
7. Relocation costs to a lead-free dwelling may be paid to a homeowner or tenant when the risk assessment shows elevated levels of lead in areas where repairs will be done with or without containment and a restroom, cooking, and sleeping facilities are not available.
8. Participation in the Housing Rehabilitation program is voluntary; therefore, temporary relocation expenses are not required.

ROLES AND RESPONSIBILITIES

Homeowner/Tenant

The homeowner/tenant must agree to abide by all the rules and regulations of the Housing Rehabilitation program and allow the rehabilitation work to be performed on his/her home in accordance with the Housing and Lead Hazard Control Plans, the Material Application Manual, procurement requirements, and/or the CDBG Housing Standards guidelines.

The homeowner/tenant must:

1. Complete a Property Owners’ Soft Loan Agreement (Attachment A and, if applicable, Attachment B).
2. Remove all obstacles from inside and outside of the house in order to view and subsequently work on the dwelling. This may include removing any stored items from areas and cutting any weeds or saplings that may obscure the foundation or hauling away items stacked in or around the house, or homeowner/tenant must agree to allow debris to be removed from the premises by the contractor or City.
3. Grant access to the dwelling for additional inspections, pre-bid conference inspections, rehabilitation work, ongoing inspections of work, and state monitoring visit.
4. Provide electricity and water to the contractor at no cost.
5. Sign a waiver of liability for the property identified in the application.
6. Provide proof of property insurance and must keep the dwelling insured for the three-year soft loan period.

7. Shall provide documentation of lead blood level for every child aged six (6) and under if the home was constructed prior to 1978, prior to rehabilitation work proceeding.
8. Must agree to relocate should it become necessary in order to perform the lead hazard work.
9. Maintain the rehabilitated property in good condition and repair so it will not become a substandard property.
10. Must fill out an application and supply income documentation for the Weatherization program.
11. **The homeowner will be required to attend the final inspection and sign the final inspection certificate.** If the homeowner has questions or comments on any of the rehabilitation work it should be mentioned at this time and resolution agreed upon, prior to signing the certificate of completion.
12. If requested, the homeowner must make the home available at a CDBG monitoring visit.

GRIEVANCE POLICY

All grievances or concerns regarding civil rights, fair housing, the City Commission, the Grant Administrator, City Manager, the Housing Inspector, the contractor(s), the contractor's workmanship, the bid procedure(s), the awarding of the contracts etc. shall follow the grievance policy included in this application. All grievances and concerns should first be made in writing to the City Clerk/Assistant City Administrator. The City Clerk/Assistant City Manager will then observe the following procedure:

Level 1

The City Manager receives a written complaint.

The City Manager contacts the Grant Administrator if the controversy is regarding workmanship, client treatment or contractor misunderstandings. The Grant Administrator will contact the Housing Inspector and contractor to meet on site and address the client or contractor concerns. A written resolution will be made to the complainant and a copy of the resolution will be forwarded to the City Administrator.

The City Manager will immediately advance the complaint to level 2 if the complaint is on fair housing, civil rights, procurement, or an environmental issue.

The complainant has the right to appeal the decision and must do so in writing to the City Manager within five days from the date of the written resolution.

Level 2

The written complaint concerning fair housing, civil rights, procurement, the environment or an appeal of a previous decision will be reviewed by the Mayor, City Manager and City Clerk, with the assistance of the Grant Administrator and the City Attorney. If the complaint is a fair housing or civil rights concern, the City may submit the complaint to the Kansas Human Rights Commission, 130 South Market, Suite 7050, Wichita, Kansas, 67202, for investigation and resolution. After review, a written decision will be made to the complainant and the City Commission.

The complainant has the right to appeal the decision and must do so in writing to the City Manager within five days from the date of the written resolution.

Level 3

The City Manager receives a written appeal from the complainant.

The City Commission will review the appeal with assistance from the City Attorney and Grant Administrator.

All written evidence will be made available to the City Commission for their deliberation.

The City Commission shall present a written resolution to the complainant within 15 days of the date the appeal was received.

All grievances/concerns regarding this project should first be made in writing. The letter must be submitted to the City Administrator. The City Manager will then refer the complaint to the appropriate party(ies) to resolve the dispute.

Written notice will be given to the complainant within 15 days. If the grievance remains unsolved after this action, the Grant Administrator, Housing Inspector, contractor and the homeowner will review the situation. Subsequently, a written recommendation of resolution will be forwarded to the City Commission.

If this problem still cannot be resolved, the City Commission will make disposition of the complaint from documentation that the complainant, Housing Inspector, contractor and/or Grant Administrator have submitted. Any of the involved parties may be called to appear before the City Commission for clarification of the matter.

The City Commission will then review the complaint at the next City Commission meeting. The City Commission will determine at that meeting if the decision is acceptable or unacceptable. If it is unacceptable, the City Commission has the right to overturn the decision. At that time the final disposition will be made in writing to the complainant.

Final responsibility for the Housing Rehabilitation program rests with the City. The City will be involved with the Housing Rehabilitation program, perform duties as necessary and will have the final decision in local matters involving this grant.

CONFLICT OF INTEREST POLICY

The State of Kansas agreed, when it accepted the CDBG program in 1983, to abide by 24 CFR 570.611 of the Federal regulations (conflict of interest) for the program. The Kansas Department of Commerce developed a conflict-of-interest policy on April 22, 1994, relating to housing. This policy has been broadened to cover all areas of participation in all programs funded by CDBG monies. To clarify this issue for the State's program, the State has adopted, as of July 1, 1996, the following position on conflict of interest, incorporating the April 22, 1994, policy and extending the policy further to address other areas as provided in 24 CFR 570.611.

Standard of Conduct Involving Conflict of Interest

- I. Persons Covered: The conflict-of-interest provision of this policy shall apply to any person who is an employee, elected or appointed official, agent, consultant, officer, or any immediate family member or business partner of the above, of the recipient, or of any designated public agencies, or subrecipients which are receiving funds from the Kansas Community Development block grant Program.
- II. Applicability:
- A. In the area of procurement of supplies, equipment, construction, and services by recipients, subrecipients, or designated public agencies, the conflict-of-interest provisions in public Law 103-355 or OMB Circular A- 110, as applicable, shall apply.
- B. In all cases not governed by PL 103-355, the provisions of this policy shall apply. Such cases include the acquisition and disposition of real property and the provisions of assistance by the recipient or subrecipients to individuals, businesses and other private entities in the form of grants, loans, or other assistance through eligible activities of the program which authorize assistance.
- III. Conflicts Prohibited: Except for approved administrative or personnel cost, no persons described in I. above who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under the State program or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. For the State CDBG Economic Development program, the above restrictions shall apply to all activities that are a part of the funding approval for all projects, and shall cover any such interest or benefit during, or at any time after, such person's tenure.
- A. An exception may be considered only after the grant applicant has provided the following:
1. A disclosure of the nature of the conflict accompanied by an assurance that there has been a public disclosure of the conflict and a description of how the public disclosure was made;
 2. Whether an opportunity was provided for competitive bidding or negotiation;
 3. Whether the person affected is a member of a group or class of low-or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
 4. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
 5. Whether the interest or benefit was present before the affected person was in a position as described in Section III;
 6. Whether undue hardship will result either to the recipient or the person affected when weighted against the public interest served by avoiding the prohibited conflict; and
 7. Any other relevant considerations.

If after all considerations, determination is made to grant an exception, the State shall issue a waiver noting such exception and the conditions and the basis for the issuance of the same.

It is the policy of the CDBG program that no waiver will be issued concerning benefit to the chief elected official or governing body members of the grantee, except in dire circumstances affecting performance.

**City of Anthony
Repayment Agreement**

THIS AGREEMENT made this _____ day of _____, _____ by and between the CITY OF ANTHONY (hereinafter the "CITY") and

(Hereinafter referred to as HOMEOWNER (S),

WHEREAS, the CITY is authorized to administer CDBG rehabilitation grants utilizing dollars authorized and provided through the State of Kansas and the Department of Housing and Urban Development; and

WHEREAS, the HOMEOWNER(s) has applied to the CITY to be provided funding through the CDBG grant program; and

WHEREAS, the CITY has determined that the HOMEOWNER(s) qualified for receipt of a homeowner rehabilitation grant in accordance with all program rules; and

WHEREAS, the CITY has the responsibility as the disbursing agent for the proper expenditure of certain federal dollars; and

WHEREAS, the HOMEOWNER(s) desire that the CITY disburse CDBG grant dollars in accordance with the grant application; and

WHEREAS, the CITY has disbursed \$ _____ in CDBG rehabilitation dollars on behalf of HOMEOWNER(s), the HOMEOWNER(s) agree:

1. That the correct legal description for the real property is as follows:
2. To continue to own, occupy and maintain insurance on the structure repaired with CDBG funds for a period of three (3) years after the issuance of a Certificate of Completion; and
3. To maintain the rehabilitated property in a "standard condition" so as to prevent substantial destruction of the improvements due to the negligence of the HOMEOWNER(s); and upon breach of any of the aforesaid covenants, the HOMEOWNER(s) agrees to repay the CITY, 1/36 of the rehabilitation cost for every month prior to the expiration of the repayment agreement
4. The HOMEOWNER(s) further covenants and agrees that if the structure is totally destroyed by fire, natural disaster, public condemnation or through other causes within three (3) years after the issuance of a Certificate of Completion, the HOMEOWNER(s) should repay to the CITY, out of any insurance proceeds or other compensation received, a sum of money to be computed according to the schedule set forth above; provided, however, if the HOMEOWNER(s) received insurance proceeds or other compensation in an amount less than the fair market value of the structure after CDBG funded improvements, then the amount to be repaid shall be limited to the total insurance proceeds or other compensation received which is in excess of the fair market value of the structure prior to the CDBG funded improvements.

5. That in the event the HOMEOWNER(s) reside in and retain the real property for three (3) years from the date of the signed Certificate of Completion, this agreement shall expire and become null and void.

WHEREAS; the CITY and HOMEOWNER(s) agree and acknowledge this agreement will be filed as a public record with the Register of Deeds in the County where the real property is located and is intended to provide full public notice of the existence of this security instrument.

IT IS SO AGREED
City of Anthony

By: _____ Date: _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, _____.

Notary Public: _____

My appointment expires: _____

HOMEOWNER(s)

_____ Date: _____

Signed:

_____ Date: _____

Signed:

SUBSCRIBED AND SWORN TO before me this _____ day of _____, _____.

Notary Public: _____

My appointment expires: _____

City of Anthony
Property Owner Rental Agreement

THIS AGREEMENT, entered into on this _____ day of _____, 20____, by and between the City of Anthony (hereinafter referred to as the Local Public Body) and _____ Landlord/Owner (hereinafter referred to as the Owner),

WITNESSETH:

WHEREAS, the Local Public Body has provided the Owner financial assistance for the repair and rehabilitation of property located at _____; and

WHEREAS, the Owner, at the time of receipt of financial assistance from the Local Public Body was renting or had plans to rent the aforementioned property to persons of low- and moderate- income, as defined by the Local Public Body on data from the U.S. Department of Housing & Urban Development.

NOW THEREFORE, the parties hereto do mutually agree as follows:

TERM: This Agreement shall be in effect for a period of three (3) years after the issuance of a Certificate of Completion.

In the event the property is sold during the term of this Agreement, the Owner shall compensate the Local Public Body in an amount as set forth in the Repayment Agreement dated _____. Provided, however, that should the purchaser agree, in writing, to all of the terms and conditions herein, the City Commission may allow the purchaser to assume the obligations set forth herein and defer payment.

1. Whereas, the Owner further agrees that any subsequent tenants renting this property within three (3) years from the date of this agreement will have an income that does not exceed the most recently published Department of Housing & Urban Development Section 8 low- to moderate-income guidelines. Also, the monthly rental payment may not exceed the current monthly payment of \$_____ (an annual Federal cost of living increase is allowed), or the Fair Market Rents (FMR) as published annually by HUD, for the county where the real property is located, whichever is less.
2. The homeowner of any rental unit receiving CDBG grant funds for rehabilitation also agrees to allow the City of Anthony or its appointed representative access to the property to perform an annual HQS inspection, for a minimum of the 3 years after the rehab work is finished. Any HQS deficiencies discovered during the annual inspection will need to be brought into compliance at the landlord's expense.
4. The Owner shall not discriminate against a person or persons on the basis of race, creed, color, sex, age, or national origin in the renting or leasing of property repaired with financial assistance provided by the Local Public Body.

Further, any default by the Owner on the above conditions will result in the Owner repaying the grant according to the Repayment Agreement dated _____.

IN WITNESS WHEREOF, the Local Public Body and Owner have executed this Agreement as of the date first above written.

City of Anthony

By: _____ Date: _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, _____.

Notary Public: _____

My appointment expires: _____

Owner(s)

_____ Date: _____

Signed:

_____ Date: _____

Signed:

SUBSCRIBED AND SWORN TO before me this _____ day of _____, _____.

Notary Public: _____

My appointment expires: _____

Adoption of the Housing Rehabilitation Plan

This Housing Rehabilitation Plan was approved and adopted by the City of Anthony on _____, 2024.

City of Anthony, Kansas

BY: _____

Gregory L. Cleveland, Mayor

ATTEST: _____

Cyndra Kastens, City Clerk

ORDER

DATE: April 16, 2024

TO: George W. Gilchrist, Jr.
36867 CR 880
Wakita, OK 73771

RE: 401 S. Jennings Ave, Anthony, KS 67003

Legal: Lot Two (2) and the North Half (N/2) of Lot Three (3) in Block Twenty-six (26) Fractional, 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 Vehicles)**.

FINDINGS OF FACT

- George W. Gilchrist, Jr. is in violation of Chapter VII, Article 3, of Anthony City Code.
- George W. Gilchrist, Jr. is ordered to abate the Inoperable Vehicle nuisance within 10 days of the receipt of this order.
- 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: **1996 Honda Civic 4D, Silver in Color, No Tag, VIN No: 2HGEJ6678TH545505.**

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: **George W. Gilchrist, Jr., 36867 CR 880, Walita, OK 73771.**

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









ORDER

DATE: April 16, 2024

TO: George W. Gilchrist, Jr.
36867 CR 880
Wakita, OK 73771

RE: 401 S. Jennings Ave, Anthony, KS 67003

LEGAL: Lot Two (2) and the North Half (N/2) of Lot Three (3) in Block Twenty-six (26) Fractional, 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

- George W. Gilchrist, Jr. is in violation of Chapter VII, Article 2, of Anthony City Code.
- George W. Gilchrist, Jr. is ordered to abate the health nuisance within 10 Days of the receipt of this order.
- 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: **Storm Door Frames, Plastic Totes, Multiple Lawnmowers (both Push and Riders), Weed Eaters, Several Old Tires, Couple Piles of Tree Branches, Firewood Scattered Throughout the Property, Miscellaneous Lumber in Different Locations, Cooler, Propane Bottle, Old Metal Fireplace Insert, Ladders, Several Yard/Gardening Tools, Fuel Cans, Air Compressor, Shopping Cart, Old Bicycle Parts, Miscellaneous Items on the Northeast Part of the Property, 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: **George W. Gilchrist, Jr., 36867 CR 880, Wakita, OK 73771.**

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:



























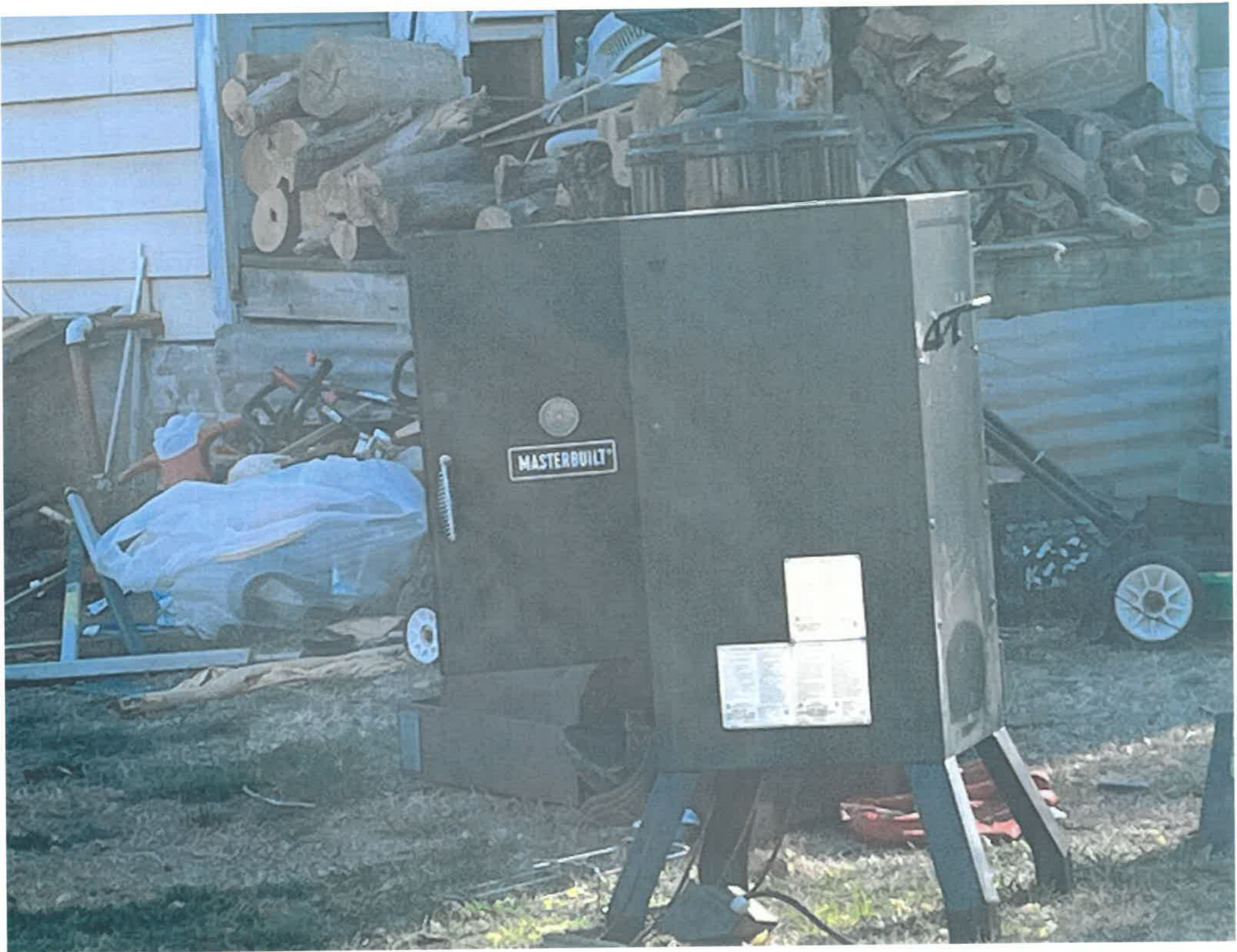










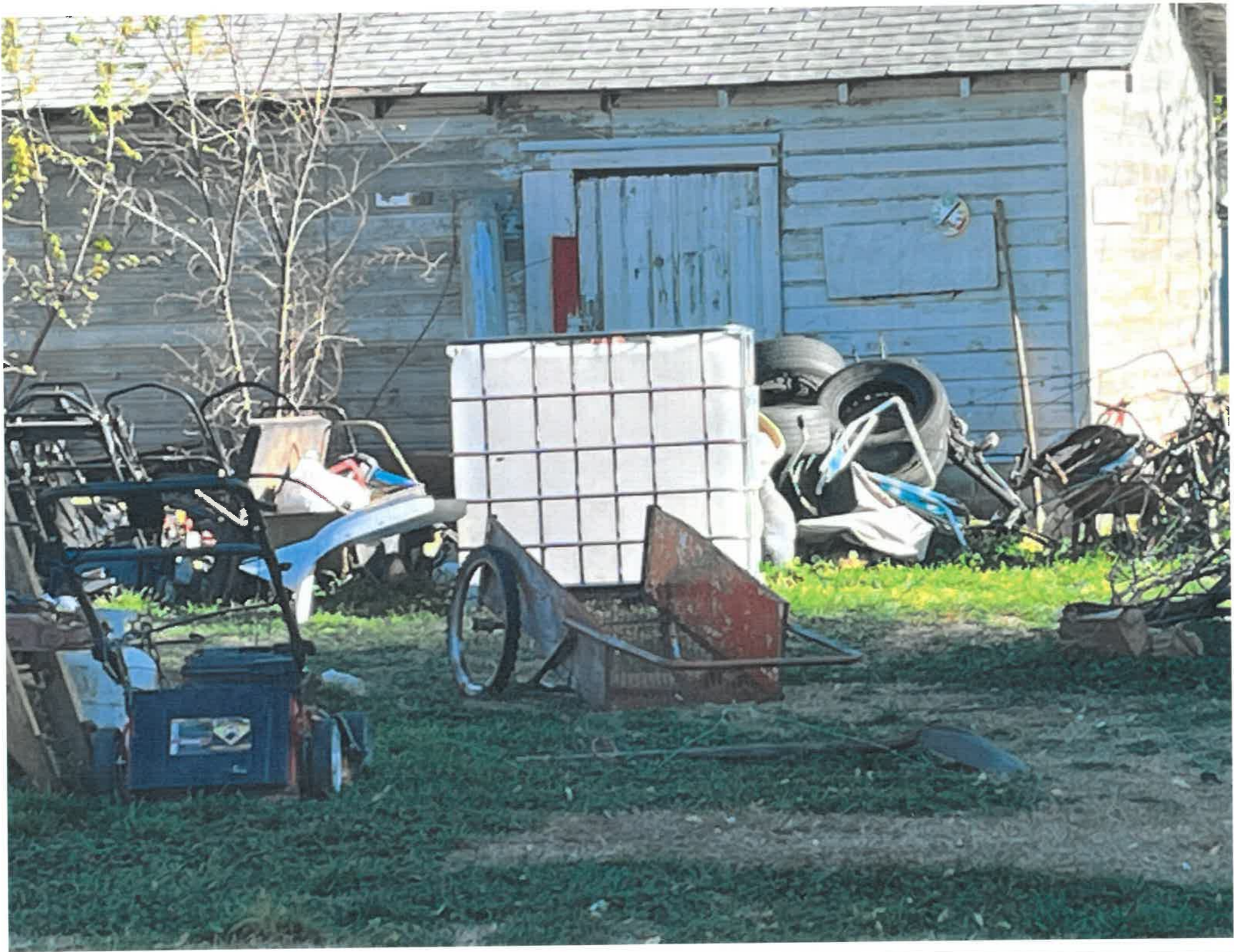
















ORDER

DATE: 4/16/2024

TO: Isaac Lee Davis
320 W. Forest St.
Pittsburg, KS 66762

RE: 308 S. Madison Ave, Anthony, KS 67003

LEGAL: Block Eighty-Two (82), South One-Half of Lot Four (4) and North One-Half of Lot Five (5), Subdivision a/k/a/Outblocks, 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 Isaac Lee Davis is in violation of Chapter VII, Article 2, of Anthony City Code.

X Isaac Lee Davis is ordered to abate the health 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 health nuisances, including but not limited to: **Trash Throughout the Front Yard, Storage Totes with Miscellaneous items in them, Metal Rack, Metal Desk, Milk Crate, Old Cat Litter Box, Miscellaneous Scrap Metal, Grey and White Cooler, Basketballs, Cardboard Boxes with items in them, Miscellaneous Boards, Metal Cans, Tree Limbs, 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: **Isaac Lee Davis, 320 W. Forest St, Pittsburg, KS 66762.**

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:





















To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
4/16/24

Spring Employee Appreciation Breakfast April 25th 9:00-11:00 at the Lake.

PUBLIC COMMENT –

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

CONSENT AGENDA

1. Approve April 2, 2024 Regular Meeting Minutes
2. Appropriation Ordinance No. 3188 \$261,722.90
3. Approve 04.09.2024 Payroll \$62,773.83
4. Appoint Rebecca New to Housing Authority to fill Unexpired Term of Connie Copenhaver 2025
5. Appoint Mary Julana Hall & Nina Levens to Anthony Public Library Board Term Ending 2028
6. Approve Appointment to Fill Vacancy for Ryan Cashier to Wayne Dennis Committee - Term to Expire 2027

PUBLIC HEARINGS - NONE

EXECUTIVE SESSION -

7. Executive Session for Consultation with the City Attorney Pursuant to “Consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship, K.S.A. 75-4319 (b) (2).”

I have placed this item above regular business since the city attorney will be present, paid hourly, and it is a long agenda.

REGULAR BUSINESS

8. Request to Waive Hall Rental Fees - Jennifer Wolff, The Arts Center
9. Harper Co Community Foundation Grant - Bill Moyer, Tree Board

Bill would like to apply to for the next grant round and will need approval of the city commission to do so on behalf of the Tree Board. He will explain the details at the meeting.

10. 2024 Sunflower Balloon Fest Requests - Anthony Chamber

This is the standard Balloon Fest request list, attached in the packet.

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
4/16/24

11. Request from County to Purchase Available lots in Block 23 in Anthony (211 N Anthony) - Commissioner Struble, Josh Teel, Jennifer Wolff

Harper County has requested to be at this commission meeting to further discuss the land east of the courthouse. Josh Teel has sent a preliminary plan which is included in your packet.

12. Request to Transfer Lake Lease 5E Cattail Cove Circle - David & Kenetha Lingle

I noticed the transfer paperwork was not attached to this agenda item. We will correct that in the morning and reattach it hopefully by the time you read your packet it will be there.

13. Approve Contract for Sale of 5 E Cattail Cove Circle to David and Kenetha Lingle

The lease transfer listed above is also requesting to purchase the land. Documentation of appraisal is attached. Appraised price is \$9,500. This is still low in comparison to the last appraisals. This appraisal was done by the same company as the very last sale that I noted was low.

14. Open Bids for ID Farmland Lease

This is the land at Garfield and LL&G.

15. On-Call/Back-Up Employee Housing

The power plant house is vacant. The commission had given permission for the campground at the lake to be utilized until May 1st which is fast approaching. Larry Berry will also be present to discuss the need for powerplant staff to have the first opportunity to house in these rentals. Ultimately, I am looking for direction from the Commission if you want us to pursue the power plant house for employee retention/recruitment or if you want us to investigate other possibilities.

16. SEED Grant Banner Metal Art

A change has developed in the HP CO Metal Art that is supposed to go above the banners. The City of Attica has chosen not to place them above the banners but to instead use them as a community promotion and place them around town, in and out of businesses. Since there is no longer a unified approach to how these will be used, I want to revisit the issue with the commission since you had expressed a desire not to place them on the poles.

17. Harper County Community Impact Meeting

Kari O'Riley, Harper County Economic Development Coordinator is putting together this meeting which I think is intended to be a continuing planning type meeting with the theme of engaging the workforce in Harper County. The first meeting is on May 8th at 11:30 at Westview Lodge in Harper. The Transition to Career program will present and local businesses will be invited. I will be attending. You all should have received an email about this already. I will be seeking direction as to whether the Commission would like to appoint one of the members of the governing body to represent the city elected at these meetings. Another thought to consider is having the ID/Eco Devo Board select a member to attend since one of the items of interest for them right now is developing a work force in Anthony. Just a thought.

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
4/16/24

18. Approve Grant Agreement No. 23-HR-003 CDBG Housing Grant \$300,000

The next few items are all about the need to get the CDBG contract documents executed. This is the actual grant agreement with CDBG.

19. Approve Contract with SCKEDD for Administrative Services for the 2023 CDBG Housing Grant

This is the contract for admin services. The commission already selected SCKEDD through our bid process several months back. We did not execute the contracts until we had the grant agreement officially executed.

20. Approve Contract with SCKEDD for Housing Inspection/Risk Assessment Services - 2023 CDBG Housing Grant

Same thing here. The bid for inspection services was already awarded by the City Commission to SCKEDD at a prior bid opening. This is the formal contract for services.

21. Approve City of Anthony 2024 Community Development Block Grant Housing Rehabilitation Plan and Demolition Plan

This one is the one I want you to read if you do not read all of those other formal CDBG documents. This one will design the CDBG Housing grant program for Anthony. I will recap it at the meeting, but this is the one we want to have designed around what we want in the program. It is drafted with the same commonalities as most other CDBG Housing grant programs.

22. Curb Appeal for Residential Enhancement Program (CARE)

This is the "micro-grants" we discussed as a local program to incentivize the middle-income housing rehab and demo efforts. Reminder, Sunrise and other land is being promoted for new construction, the CDBG target area is promoting housing rehab and demo incentives for low-income properties, and this program is the one that will hopefully incentivize efforts of rehab and demo for middle-income. The funding is the additional Rural Champion dollars from the Office of Rural Prosperity. I will review some of the components of the program at the meeting.

23. Inoperable Vehicle Nuisance 401 S. Jennings Gilchrist 2024

24. Health Nuisance 401 S. Jennings Gilchrist 2024

25. Health Nuisance 308 S Madison DAVIS 2024

Admin Report:

1. Ad Valorem Tax Loss – I am not sure if I want to deem this a loss or a correction. It's a bit of both. Apparently, a few years ago when the Anthony Hospital building was transferred from the Foundation to "HD6 Buildings LLC" and it changed their tax status. They were formerly exempt and after this change, they started being taxed. This was appealed by HD6

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
4/16/24

and finally won through BOTA which means the City of Anthony received an unexpected \$46,000 reduction on our tax payment for this budget year to refund the hospital for 2021 and 2022 taxes (paid in 2022 and 2023). We were not aware they started being taxed, which means we were not aware that this value started to appear in our total valuation dollars which we base our budget upon. We were also not aware that it was being appealed, which means I had no way of knowing there would be a refund of this amount placed against our 2024 expected tax revenue. I understand why HD6 requested the appeal, it is a proper correction. However, since we received no notice of any of these activities, we are now facing the need to withstand the unexpected loss against this year's budget. I have an email into the Appraiser to verify the total loss amount listed above (as it may be a combination of other appeals in that figure) and the affected amount on the valuation and the current 2024 revenue. Either way, be advised this is going to strongly impact our 2024 budget.

It is probably also prudent to consider how many tax appeals we will face in the coming year or two given the current atmosphere publicly with valuations this year and how this will unexpectedly impact on our budgets. That's not an opinion for or against appeals, it's just prudent to be mindful of the impact fiscally on our operations. FYI

2. Water Grant – Sad news, we did not get the water grant. The Kansas Water Office received \$380,000,000 in application requests and they only had \$17,000,000 in funding. I had delayed a critical project while waiting for the news of this funding. We cannot delay any longer. I will work to have a bid opening at the next commission meeting for the installation of the new valve and the pressure transducers on the water main. We will now need to fund this internally. I will work on a way to do that also and report everything back as I move forward.
3. Power Portfolio – Larry and I met with Tyson McGreer with KMEA to review the upcoming power contract status for the city. As you recall, our peak power contract will expire in Sept 2024. I have a large list of items to review with the Commission however, since Commissioner Eaton and Hatfield could not be at this meeting and time is not too critical, I have pushed this back to the May meeting so we can inform all commissioner of the status and upcoming options.
4. Lake Development Proposal – The draft development list prepared by the Commission was presented to SPO. Grant Wisenbaker has reviewed the list and would like to visit further with the Commission on some of the items. Mr. Wisenbaker was going to be in town the week of the Commission meeting but since two commissioners would not be present at the April 16th meeting, I did not list it on the agenda. I will be looking to schedule a meeting after Commissioner Hatfield returns from vacation. I will reach out for possible dates after that.
5. Metal Art in Right of Way – I have been informed by the Chair of the PRIDE committee that the metal art that was sponsored as part of the Commerce Grant has been completed. Any further art would be a private project by the artist working directly with local property owners.

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
4/16/24

6. Lake Board Meeting – The Lake Board met on April 8th and reviewed the preliminary results of the lake project priority survey that was released to the public. These results are attached to my report for your viewing. The survey is still open until the end of the month, I will give you an update if we receive any further responses, but most have slowed down now. In addition, the lake board has been finalizing their work for the “Welcome to Anthony” sign that will replace the old weathered one still there at the main entrance. They intend to use their Lake Board Capital funds so they will be coming to a commission meeting in the near future to show you the sign plan and seek approval. More to come.

The Lake Board is also following the City Commission advice to put another survey out to campers between July 1 - Sept 16 to get input on camping and recreational experiences and recommendations at the lake. More to come on this as well but please be thinking about any questions (recreational related) you would like included on that survey.

7. Soil Contamination Power Plant – KDHE has decided to run current soils analysis at the site to determine if an issue still exists or not. Once we have the results of that analysis we will update you with next steps.
8. Water/Wastewater Department Operations – As an FYI to the Commission, I have increased Gary Taylor’s work time to take over the Monday morning meetings I was having with Matt. This will also increase his rate by \$10/hr for that meeting time since he will be performing in more of a direct training and department guidance role. Let me know if you have objectives or questions on this and I will be happy to explain further. For now, this will free up my schedule and give Matt an excellent one on one training opportunity to further his knowledge as a department head.
9. BASE Grant – Crack seal and dirt work finished Wednesday. There was some left-over granular base, we placed it on Garfield to ramp up to the concrete where it meets the new West Ave. The grass seeding was completed last Friday. Erosion control will be complete by the time you read this. We still need to add a surge protector to the lift station, it’s on back order but Mies will install it when it comes in. They want to wrap up, so they are trying to get one as soon as they can. We hope to do final walk through in the next 2 weeks hopefully.
10. KCC 40101(d) Grid Resilience Grant – I am behind on the information requested by the KCC. I hope to get that done next weekend.
11. Billboard/Off-Site Signs – At the last Planning Commission meeting the PC narrowed down some of the potential language for the off-site sign code updates (billboards). Currently they have constructed some draft talking points as follows:

Billboard/Off-Site Sign: A sign which directs attention to a business, commodity, service, or entertainment conducted, sold, or offered at a location other than the premises on which the sign is located or to which it is affixed. Such a sign may also be used to convey political

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
4/16/24

and public service announcements. No such sign shall be attached to a stationary vehicle or a portion thereof which is intended for public display on a zoning lot. Billboard/Off-Site signs along state or federal highways must receive prior approval from the Kansas Department of Transportation before a local zoning permit can be issued. Billboard/Off-Site signs shall be subject to the following guidelines:

1. Billboard/Off-Site signs are permitted along North LL& G Street from Main Street to Garfield Street, and along Main Street from Santa Fe Street to West Avenue with a maximum height of 15 feet and a sign area of 60 square feet.
2. Billboard/Off-Site signs are permitted along North LL& G Street north of Garfield Street, and along Main Street east of Santa Fe Street with a maximum height of 30 feet and a sign area of 300 square feet.
3. A total of 2 billboard/off-site signs shall be permitted along North LL& G Street North of Garfield, and 2 billboard/off-site signs along Main Street East of Santa Fe.
4. Billboard/Off-Site signs shall be separated a minimum distance of 600 feet from another billboard/off-site sign.
5. Billboard/Off-Site North of Garfield on LL&G and East of Santa Fe on Main Street signs shall only be permitted on lots with a minimum street frontage of 600 feet.
6. No Billboard/Off-Site signs shall be permitted in residential districts.

Please remember, billboards are not just the large billboard you think of when you drive north of Anthony. Billboards are also any sign that is located on a location other than the business it is advertising. This is why they are known as Off-Site signs. You would not want to say no off-site signs anywhere in town at all. Farmers Oil could give permission for Country at Heart or some of the other downtown businesses to place a small sign at their location. If you said no billboards in town, then they could not do that. Let me know if you have questions about the terminology on that or if you see any issues with the direction the Planning Commission is working toward.

12. Insurance – Now that we have confirmed that the deductible will be per claim and not per facility, we did go ahead and bind the \$75,000 deductible as we continue to work through several of the issues still needing resolved on the renewal. We have a meeting with Strong's on Monday the 22nd to begin the process of a complete insurance review. We expect this to take some time, but the goal is to go over the entire policy and the values currently assessed to each facility and equipment item and see if anything else needs amendment consideration.
13. Department Reports: (Only the street report is in this packet. On the next report we will have all department heads turn in their reports to Sherri so they will be included. Temporary staff change caused confusion on this report period.)

STREET REPORT April 1-12

Regular grading town and lake

Helped line crew with score boards for

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
4/16/24

Anthony rec

Attended job fair at Chaparral

Rented stump grinder (approximately 90
stumps)

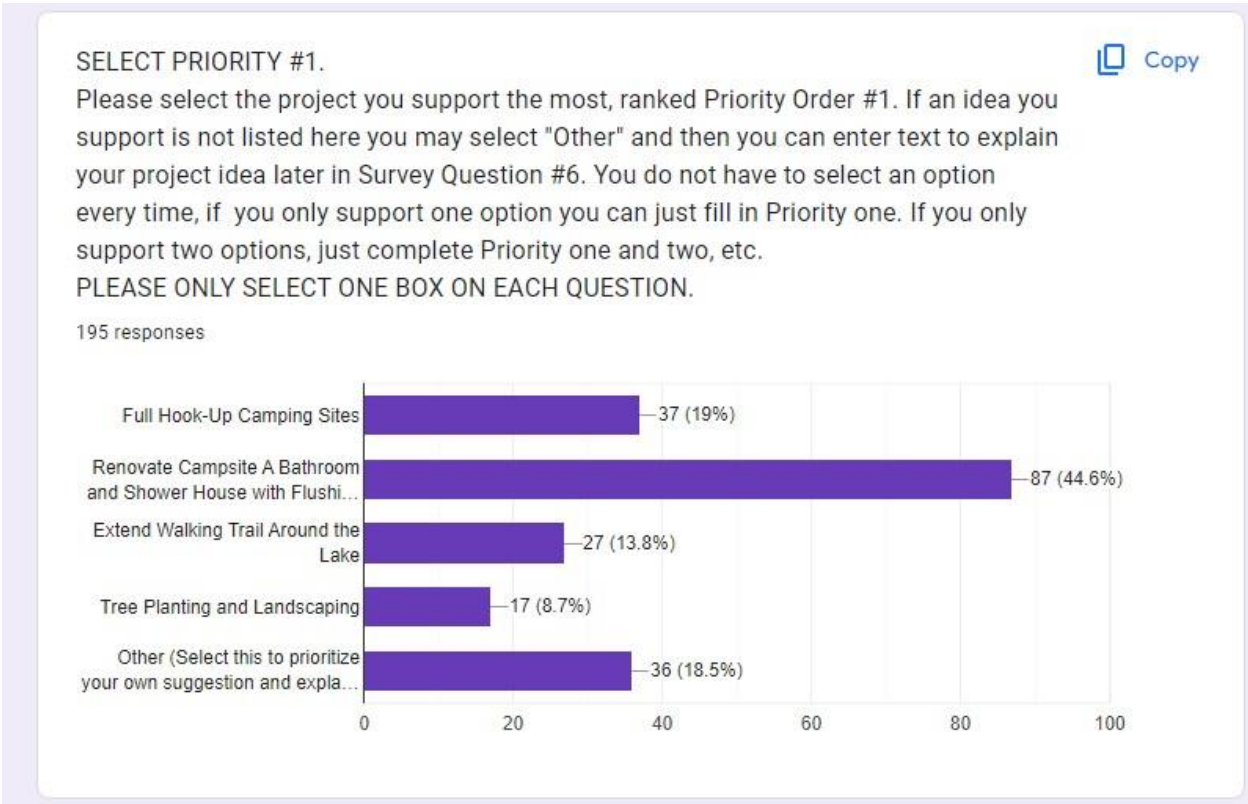
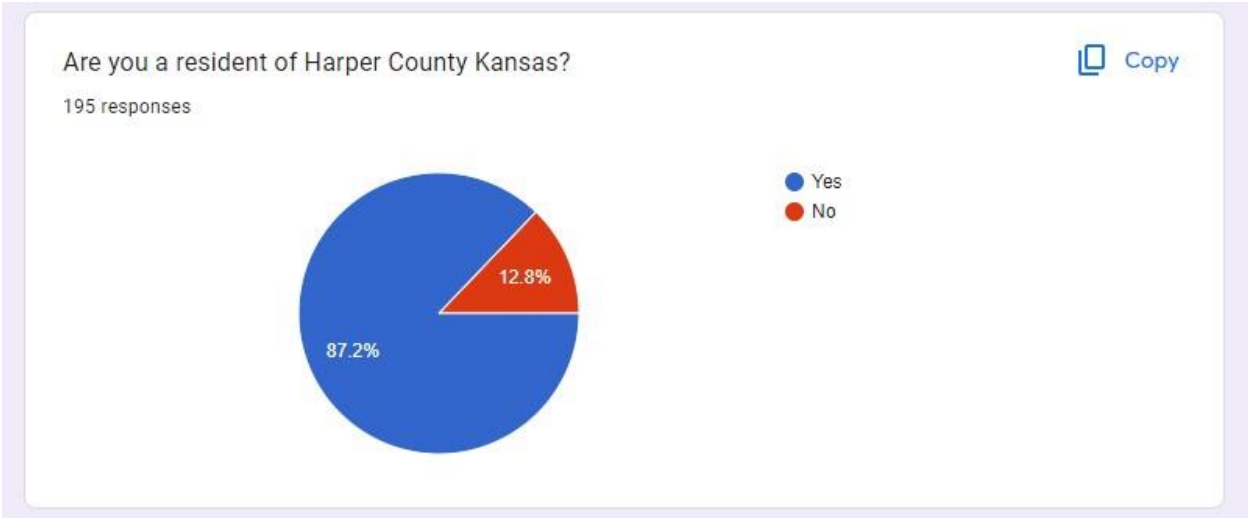
Weekly mowing parks and town

Opened and cleaned memorial park

restroom with water dept

LAKE SURVEY RESULTS – As of 4.1.24

Number of Responses: 195



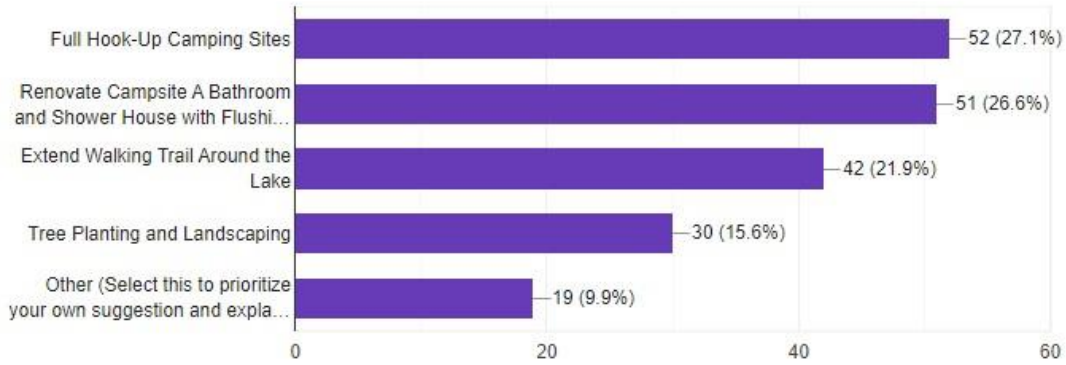
SELECT PRIORITY #2.

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Please select the project you support the next, ranked Priority Order #2.

PLEASE ONLY SELECT ONE BOX.

192 responses



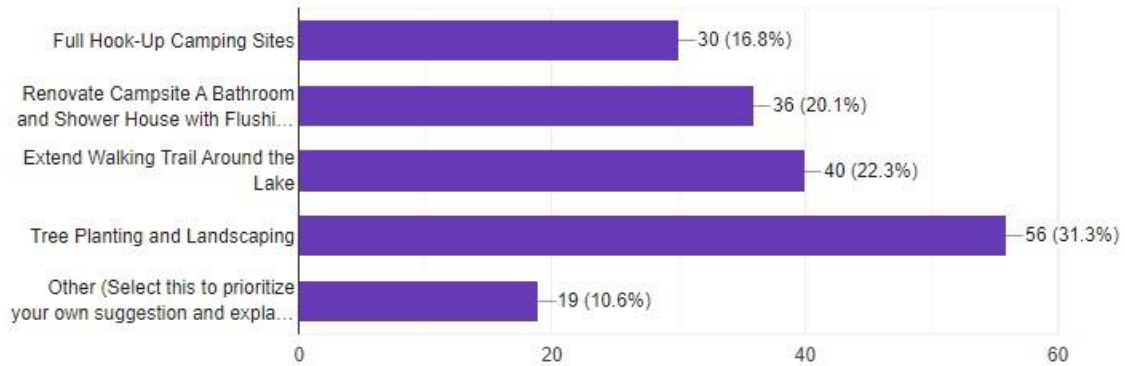
SELECT PRIORITY #3.

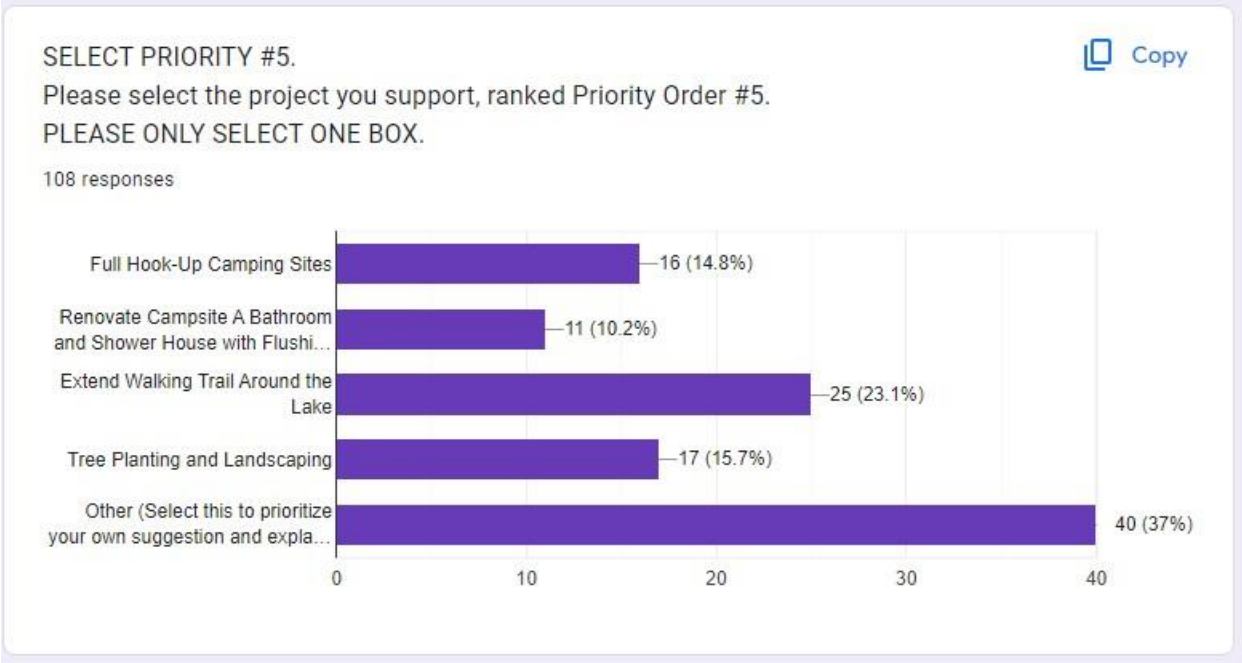
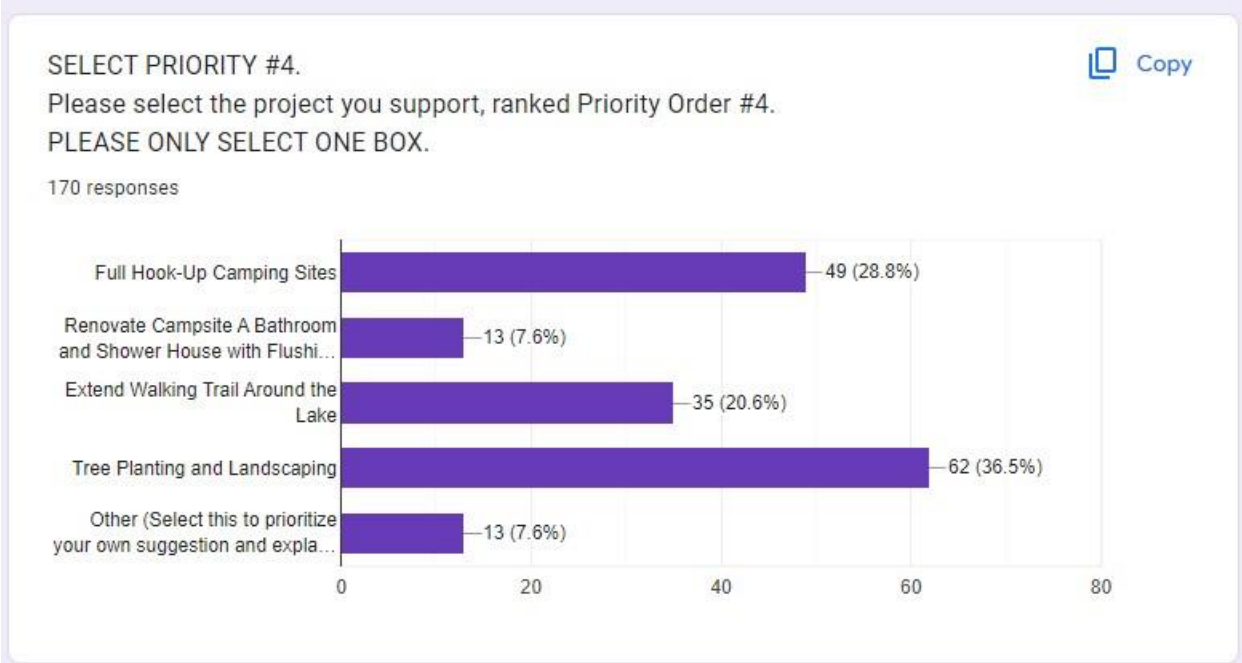
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Please select the project you support, ranked Priority Order #3.

PLEASE ONLY SELECT ONE BOX.

179 responses





Summary:

- Priority #1 – Renovate Campsite A Bathroom with Shower House and Flushing Toilets
- Priority #2 – Full Hook Up Camping Sites
- Priority #3 – Tree Planting and Landscaping
- Priority #4 – Extend Walking Trail Around the Lake

Other Priorities:

Improve campsite C playground

Smooth roads around the lake.

BOAT RAMP REPAIR

Repair dam and spillway

Have the shower/bathroom combo. Make at least 2-3 for men's & womens.

Mow the disc golf course more often

Build up the area around camp site A on the west side to prevent flooding where people like to park. Also possibly paving the entire area around camp site A starting where it is paved already.

Pave all roads surrounding the lake. Or at least rock them.

Need to fix the water hookups we have and please add more of them. The dump station is not user friendly at all. The drain is higher than the drive. Needs dugout or rearranged to people can use it !

Replace boat ramp and relocate to the north east away from main portion of the lake and wake zone.

Dredge the lake

Boat ramp updated and dock. Possibly add in a second boat ramp on the other side of the lake.

Continue the dredging project

Proper dog park

Gravel the approaches and RV parking pads. The camping areas are rutted and look horrible every time it rains. This would do much to make the area more attractive, and would be relatively inexpensive to achieve.

Public docks

Trees around lake shore would provide shade on hot days, would be able to stay out longer on hot days. Also would help with erosion.

Events to draw out of towners

Trails/Track for 4 - Wheelers / Dirt Bikes

Update the swimming area!

Dredge the lake and clean debris from the bottom.

Take out railroad ties and rebar from the camp pads. Rock only.

Make more camping areas, or places tents can camp with at least water.

Fixing the boat ramp!

Improve the disc golf course. I travel down there to play about 10x's a year. I would camp there more often if bathrooms/shower facilities were better

Repair dam

Stock lake with fish

Dredge the lake, pretty please.

Dredging the lake

Long term plan for dredging and dam repair

First of all this is not a county lake and it should read are you a resident of Anthony, the city water rate payers pay for the lake not the county.

We need to give the Anthony Residents a break on camping rates since they already pay for the majority of the lake through water rates with no more benefit than any one else that doesn't have to pay for the up keep.

Dredge out the lake to make it deeper

Small cabins that could be rented out year around

Rentable cabins around lake

Boat ramp needs to be bigger

Playground equipment

Full Hook Ups on West Side

Archery Range for youth to use

First prioritized project I believe should be a renovation of the boat ramp with this lake only having one ramp to begin with it should be fit to have trailers backed on and off of. At the end of 2023 summer the ramp was in poor shape giving way on the north side and starting to sink along with break out. As the winter months have come with freezing water it has continued to decline and will not be usable by summer.

Clean up dead tree branches near the water edge. And places where needed to be picked up.

We need more water hookups.

The mowing needs kept up better, the entertainment needs to taken care of. We have a disc golf course that's nice and the volley ball courts have stickers and horse shoe boxes needs redone and the kids playground needs cleaned up.

Additional water hookups for Campsite C and a working bathhouse for campsite C.

The disc golf course needs new tee pads, especially on Holes 6 and 17. Tee pads for 10 and 12 could also be upgraded as they are cracked and showing wear. Other improvements to the disc golf course would be installation of alternate basket locations(ground anchors for the baskets). Some of these were destroyed when the oil company drained the lake and used the water for fracking and they never got replaced. Trees also need to be planted as many of the holes are wide open and boring. Adding trees would make the course more challenging and would benefit the environment as well as add to an otherwise bland landscape.

Dredge the lake to make for better fishing and increase fish habitat

Join the walking path to Anthony

More outdoor sporting

Mow the primitive camping areas as much as the others. There was a lot of time that we wanted to camp, but campsite D grass was too tall.

Disc golf course upgrades: tree plantings, tee pad maintenance, and a professionally made sign at the start of the course. Could even use road signs by the entrance lake roads that say "Disc Golf -->" (these are more effective than you would think) to advertise that there is a course nearby.

Shower houses with running cold and hot water so ppl are able to stay clean out there

Clean the lake out. Get it dredged

Clean the lake up itself.

A sewage dump for RVs.

Dredge the lake; fix the dam

Pave/redo the roads around the lake/update playground on west side by golf course

1. Dredge the lake 2. Fix the dam

A hiking trail

Reduction of silt washing into the lake, dredging, more rocks on bankline and improved fish habitat.

Improve fishing numbers blue gill, crappie etc

Road pavement extended to the golf course

The lake need more capacity a.k.a. dredged out that will allow for more fish habitat, and better boating experience.

Move and fix the boat ramp/dredge the lake

Bug Sculptures ie. Water Bugs

The roads on the west side are terrible and poorly maintained.

Boat ramp

Pave road to golf course, while doing it widen curve also.

Boat ramp is crap, and tried of camping in water holes

Fix boat ramp

Dredge

Need to level out a couple of the camp sites on the west side of the lake, fix and make a double boat ramp so it makes it faster to load and unload, add moss or something in the lake to make it cleaner.

Improvements to dog park area. Lots of stickers in the grass

PAVE THE ROADS AROUND LAKE!!

Dredge it

Make the lake more of a priority than the golf course

A better beach

Dig out lake and put in a dock

pave road around lake

Perhaps add a basketball area

Allowing campers to primitive camp . The lake has installed a wonderful dump station with a fill station. Allow those who wish to use their campers in areas around the lake that are considered primitive.

Dredge the lake. Make it better for watercraft.

Dredge the lake!

Pave roads around lake

Suspended Pathway above the lake- call it the anthony aquavista walk maybe or something catchy. Imagine a transparent, floating skywalk or suspended pathway that hovers above the lake, providing visitors with a breathtaking and surreal experience. This transparent walkway could be supported by cables or other innovative engineering solutions, allowing people to feel like they are walking on water. transparent flooring and sides Install LED lighting along the pathway Integrate interactive elements along the skywalk, such as weatherproof augmented reality displays providing information about the lake's ecosystem, history, and wildlife. Include educational stations with fun facts, trivia, and interactive displays about the lake , Anthony Ks and Harper county:) Ensure the skywalk is designed to be accessible to people of all abilities, including those with mobility challenges The Anthony AquaVista Walk, with its unique transparent

design and breathtaking views of Anthony Lake, could promise an unparalleled experience, positioning Anthony as a must-visit destination for adventure seekers, nature enthusiasts, and those seeking a novel outdoor adventure. or Host floating movie nights on a large screen set up on the water, creating a unique and memorable family entertainment experiences I think something like the aquavista would get a lot of business to Anthony and harper county from all around the USA and possibly world.

Fix boat ramp, making it wide enough to handle launching 2 boats at a time.

Storm shelter

Cleaner water

Make a few campsites with concrete slabs.

Cameras , security. Tornado shelters

To: Anthony City Commission

Re: Chief of Police report

From: Kenny Hodson

Date: 04-16-2024

Talked to several kids about riding bikes on the Main Street sidewalks.

Started serving weed notices.

We investigated a theft in the 500 block of S. Lincoln.

We investigated a burglary in the 400 block of N. Lincoln.

We investigated a domestic disturbance in the 300 block of S. Lincoln.