City Commission Regular Meeting

Tuesday, August 17, 2021 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.

PUBLIC HEARINGS - NONE

CONSENT AGENDA

1. Approve Regular Meeting Minutes August 3, 2021
2. Appropriation Ordinance No. 6094 $274,732.41
3. Approve 8.17.2021 Payroll $56,844.99
4. Transient Guest Tax Recommendation - $400 Anthony Disc Open Golf Tournament

REGULAR BUSINESS

5. CFAP Grant Agreement - Anthony Lake Boat Dock $18,611.50 (Grant) $15,854.24 (Match)
6. **Untable - Wayne Dennis Recommendation $33,406.42 Wahoo Docks
7. Health Nuisance 401 S. Bluff Moore 2021
8. Masner Land Update
9. Land Lease Airport RPZ

STAFF REPORTS

10. Administrator Report
11. Chief of Police report

EXECUTIVE SESSION - NONE

ADJOURNMENT

Standing Committees:

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

City Commission Regular Meeting

Tuesday, August 03, 2021 at 6:00 PM
Commission Chambers, 124 S Bluff, Anthony, KS 67003

MINUTES

OPENING

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

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

City Clerk/Administrator Cyndra Kastens, Police Chief Kenny Hodson, Deputy City Clerk, Sherri Miller, Gary Appling, Sheila Adams, Teresa Cullop, Creighton Cullop, Teresa Hays, Joe Hall, David Hall and City Attorney Brandon Ritcha.

- Approval of Agenda

A motion was made to approve the agenda.

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

PUBLIC COMMENT

Gary Appling was present to share some concerns about the dog park regarding weeds, no water and the announcer stand.

PUBLIC HEARINGS

1. **<u>CMB Distance Waiver for PRIDE Chaparral Alumni Street Dance</u>**

   Mayor Cleveland opened the public meeting. Teresa Hays presented PRIDE's request to the Commission. Admin Kastens reported on one letter received by a nearby property owner concerned about security in the area. The police will patrol that area especially. A motion was made to approve the CMB Distance Limitation Waiver for the 2021 PRIDE Chaparral Alumni Street Dance.

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

A motion was made to approve the Special Event Retailers permit for the 2021 PRIDE Street Dance.

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

CONSENT AGENDA

2. Approve Minutes - Regular Meeting of July 20, 2021

3. Special Appropriations:

   Fund #12 Airport - Runway Extension Project: EBH Quantum Spatial and Electrical subcontract work $30,710.87

   Fund #34 Capital Lake Maint. & Imp. - RV Dump Station: EBH Design work $500.00

4. Appropriation Ordinance No. 6093 $221,782.95

5. Approve 8.3.2021 Payroll $56,102.85

6. Re-appoint Sherry Warner to Planning Commission 3-year Term to Expire August 2024

7. Municipal Court Report July 01 thru July 29, 2021

8. Appoint Matt Reed to the Anthony Fire Department

9. Contract for Demolition in Airport RPZ with DLS $74,500 AIP Project No. 12

10. Contract for Engineering and Related Services with EBH $163,500 for Cell 1 Lagoon Improvements Project# C20 3005 01

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

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

REGULAR BUSINESS

11. **Sealed Bid Opening for Transformers **Scheduled 6:05 p.m.**

Commissioner Hodson opened the sealed bids for transformers which called for 6-5 KVA, 4-15 KVA, 2-50 KVA Pole Mounts and 3-50 KVA Pad Mount transformers. Only one bid was received from T & R Electric. A motion was made to accept the T & R Electric bid for the transformers for $9,052.00 plus taxes.

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

12. **Balloon Fest - Chamber of Commerce, Sheila Adams**

Sheila Adams, Chamber of Commerce, was present to present the annual list of approvals for the Balloon Fest on September 17-19. A motion was made to waive the Municipal Hall rental fee and approve the Temporary Food Establishments Exemption Application list.

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

13. **Executive Session to Discuss Dangerous Structure 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)."**

Mayor Cleveland made a motion to go into Executive Session for fifteen minutes until 6:30 p.m. Commissioner Smith seconded. Motion carried 5-0.

At 6:15 p.m. chambers were cleared. Remaining present was the City Commission, City Administrator, Deputy City Clerk, Police Chief and City Attorney.

At 6:30 p.m. Mayor Cleveland made a motion to extend the executive session five minutes until 6:35 p.m. Commissioner Smith seconded the motion. Motion carried 5-0.

At 6:35 p.m. Mayor Cleveland called the regular meeting back to order. No binding action was taken.

14. **Resolution 1083 Dangerous Structure 112 S. Jennings**

Mayor Cleveland exited the Commission chambers to abstain from the discussion due to conflict of interest. In the absence of the Mayor, Commissioner Lanie conducted the meeting discussion. A great discussion took place with City Attorney Ritcha, Joe Hall, Attorney David Hall, and the Commission.

RESOLUTION NO. 1083

A RESOLUTION AUTHORIZING THE GOVERNING BODY OF THE CITY TO FIX A TIME AND PLACE AT WHICH THE OWNER, THE OWNERS AGENT, ANY LIENHOLDER OF RECORD AND ANY OCCUPANT OF THE STRUCTURE MAY APPEAR AND SHOW CAUSE WHY THE STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AUTHORIZED BY ARTICLE 5 OF CHAPTER VII OF THE CITY OF ANTHONY CITY CODE.

WHEREAS, it is in the interest of the City Commission that the health, safety, and general welfare of the citizens of the City of Anthony be maintained; WHEREAS, the public officer of the City of Anthony has presented a report to the City Commission that a dangerous structure has developed in the North Twenty-four and one half (24.5) ft. of Lot Fourteen (14) in Block Forty-nine (49) in the City of Anthony, Harper County, Kansas, as shown by the recorded plat thereof. Commonly known as, 112 S. Jennings Anthony, Kansas 67003.

WHEREAS, copies of this resolution and a copy of the City Code regarding dangerous structures will be sent to the property owner of record, Joseph W. & Sierra M. Hall, 614 N. Madison, Anthony, KS 67003.

BE IT RESOLVED BY THE CITY COMMISSION that the Public Officers and other Agents of the City of Anthony are authorized to set a Public Hearing for September 21, 2021 at 6:05 p.m. in the City Commission room at the City Building, 124 S. Bluff, Anthony, KS 67003, for the owner, the owner's agent, any lienholder of records and any occupant of the structure may appear and show cause why structure should not be condemned and ordered repaired or demolished.

ADOPTED at Anthony, Kansas this day 3rd of August, 2021.

A motion was made to approve Resolution No. 1083 as presented.

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

15. **Resolution No. 1085 Dangerous Structure 432 S. Anthony Gilchrist 2021**

RESOLUTION NO. 1085

A RESOLUTION AUTHORIZING THE GOVERNING BODY OF THE CITY TO FIX A TIME AND PLACE AT WHICH THE OWNER, THE OWNERS AGENT, ANY LIENHOLDER OF RECORDS AND ANY OCCUPANT OF THE STRUCTURE MAY APPEAR AND SHOW CAUSE WHY THE STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AUTHORIZED BY ARTICLE 5 OF CHAPTER VII OF THE CITY OF ANTHONY CITY CODE.

WHEREAS, it is in the interest of the City Commission that the health, safety, and general welfare of the citizens of the City of Anthony be maintained; WHEREAS, the public officer of the City of Anthony has presented a report to the City Commission that a dangerous structure has developed in Lot Fifteen (15) & Sixteen (16) in Block Five (5) in Meig's Addition, to the City of Anthony, Harper County, Kansas, as shown by the recorded plat thereof. Commonly known as, 432 S. Anthony, Anthony, Kansas 67003.

WHEREAS, copies of this resolution and a copy of the City Code regarding dangerous structures will be served/mailed to the property owner of record, George W. Gilchrist Jr., 36867 County RD 880, Wakita, OK 73771.

BE IT RESOLVED BY THE CITY COMMISSION that the Public Officers and other Agents of the City of Anthony are authorized to set a Public Hearing for September 21, 2021 at 6:10 p.m. in the City Commission room at the City Building, 124 S. Bluff, Anthony, KS 67003, for the owner, the owner's agent, any lienholder of records and any occupant of the structure may appear and show cause why the structure should not be condemned and ordered repaired or demolished.

ADOPTED at Anthony, Kansas this 3rd day of August, 2021.

A motion was made to approve Resolution No. 1085 as presented.

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

16. **Health Nuisance 302 N. Kansas Fye 2021**

The Commission reviewed the nuisance. A motion was made to approve the Findings of Fact and issue the order.

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

17. **Health Resolution No. 1086 415 N. Anthony Trahan 2021**

RESOLUTION NO. 1086

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

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

WHEREAS, that a health nuisance has developed in the South Fifty (50) ft. of the West Half (1/2) of Block Eight (8) in East Highland Addition, in the City of Anthony, Harper County, Kansas; as shown by the recorded Plat thereof, 415 N. Anthony, Anthony, Kansas.

WHEREAS, Notice of Violations have been served in person to the property owner of record, Thomas Trahan.

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

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

BE IT RESOLVED BY THE CITY COMMISSION that the Public Officers and other Agents of the City of Anthony are authorized to abate the conditions causing the violations at the end of, August 13, 2021; and

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

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

ADOPTED at Anthony, Kansas, this 3rd day of August, 2021.

A motion was made to approve Resolution No. 1086 as presented.

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

18. **Theater Request for Porta Potty Assistance**

Commissioner Smith recused himself to present a request on behalf of the Theater for the city to pay to rent porta potties for the upcoming Cruise Event Fundraiser. He did indicate that he had talked with the Recreation Commission to use theirs.

Commissioner Hodson made a motion to allow the theater to use the Rec porta potties contingent upon Rec approval. Mayor Cleveland seconded. Motion carried 4-0-1 with Commissioner Smith abstaining.

19. **Resolution No. 1087 Amending Personnel Policies to add Temporary Employees**

Admin Kastens presented Resolution No. 1087 which would better clarify and allow the city to hire temporary employees for staffing emergencies and training when necessary.

RESOLUTION NO. 1087

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ANTHONY, KANSAS AMENDING ARTICLE C, SECTION C-1 DEFINITIONS AND APPENDIX D OF THE CITY OF ANTHONY'S PERSONNEL POLICIES AND GUIDELINES TO CREATE OPPORTUNITY TO HIRE TEMPORARY EMPLOYEES FOR EMERGENCIES OR STAFF TRAINING PURPOSES.

WHEREAS, it is beneficial for the City of Anthony to have updated written and adopted Personnel Polices and Guidelines;

AND WHEREAS, the City of Anthony's Personnel Policies and Guidelines needs to be amended to reflect new and updated City policies.

AND WHEREAS, the City has discovered times of need where staffing issues can develop which could require the need to hire temporary employees and or onsite training may be necessary on a temporary basis for new employees.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ANTHONY, KANSAS:

Section 1. That Article C, Section C-1 is hereby amended to read as follows by adding

C-1 (e) Temporary Employee.

C-1. Definitions.

(a) Full Time Employee is one employed to work a normal work week of at least 30 hours on a regular and continuing basis. The work week is any consecutive seven-day period, except as otherwise provided in Article E-1: Hours of Work. The work week for all employees will be Sunday to Saturday.

(b) Part Time Employee is one employed to work less than 30 hour per week on a regular and continuing basis.

(c) Seasonal Employee is one employed to work on a regular and/or recurring basis during a specific season or portion of a year.

(d) Volunteer is a non-paid individual in the position he or she holds. When acting as a volunteer an individual is not an employee regardless of other City employment.

(e) Temporary Employee is one who is temporarily employed on a part time basis to fill a need with the city. The City Administrator is authorized to fill any of the approved city positions on a temporary basis to fulfill emergency staff needs or training purposes.

Section 2. Appendix D to the City of Anthony’s Personnel Policies and guidelines is hereby amended by adding the following statement:

“The City Administrator shall establish the pay for temporary employees hired for emergency or staff training purposes”.

This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City.

ADOPTED by the Governing Body of the City of Anthony, Kansas, this 3rd day of August, 2021.

A motion was made to approve Resolution No. 1087 as presented.

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

STAFF REPORTS

18. **Administrator Report**

Admin Kastens presented a written report on the CCLIP Grant, 800 MHz Communication Tower Equipment, KDOL Inspection and other department activities.

19. **Chief of Police report**

We served some notices
I inspected some properties
We investigated a disturbance in the 100 E. Main and arrested Robert Calderon for battery
We are investigating a theft of ID and money in the 400 block of S. Springfield
We investigated one traffic accident
We arrested Jamaica Dunn for driving while suspended

EXECUTIVE SESSION - Moved to Regular Business

ADJOURNMENT

A motion was made to adjourn the regular commission meeting.

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

Cyndra Kastens, City Clerk/Administrator

Gregory Cleveland, Mayor

BALANCE SHEET
CALENDAR 8/2021, FISCAL 8/2021

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL
01-00-0010	GENERAL OPERATING	47,652.17-	1,123,061.53
02-00-0010	WATER	40,964.70	994,149.11
03-00-0010	ELECTRIC	59,066.28	3,305,747.08
04-00-0010	SALES TAX & STATE FEES	7,587.06	35,553.84
05-00-0010	SEWAGE DISPOSAL	25,837.72	330,093.17
10-00-0010	EMP INSURANCE/BENEFIT	33,215.34-	206,004.22
12-00-0010	AIRPORT	31,727.08-	174,389.46
14-00-0010	INDUSTRIAL DEVELOPMENT	2,507.75-	25,666.34
16-00-0010	SERVICE DEPOSIT	1,500.00	71,064.83
17-00-0010	SPECIAL STREETS & HIGHWAY	801.30-	155,129.18
18-00-0010	PUBLIC RELIEF		26,630.25
19-00-0010	WATER UTILITY RESERVE		103,333.10
21-00-0010	WWTF LOAN 2000	143,535.03-	130,582.16
23-00-0010	WATER DEBT SVC RESERVE S2013		50,353.97
24-00-0010	BOND & INTEREST		39,226.43
25-00-0010	LIBRARY		644.00
26-00-0010	RECREATION COMMISSION	10,777.40-	91,006.85
29-00-0010	RECREATION	2,857.35	9,771.89
30-00-0010	MUNICIPAL EQUIPMENT RESERVE		89,825.02
32-00-0010	SPECIAL PARKS & RECREATION	56.69-	20,680.81
34-00-0010	CAPITAL IMPROVEMENT	61,544.18	1,094,405.77
37-00-0010	GO BONDS S2010 POOL		22,962.37
40-00-0010	ELECTRIC UTILITY RESERVE		1,635,017.00
41-00-0010	EL UTIL S2017 REV BOND		1,243,697.66
43-00-0010	EL UTIL S2017 BOND RESERVE		214,897.50
45-00-0010	SEWER RESERVE		80,000.00
50-00-0010	WAYNE DENNIS INVESTMENT FUND		750,141.35
54-00-0010	DEBT RES. WATER 2013		164,258.91
60-00-0010	INSURANCE PROCEEDS		26,550.00
75-00-0010	COSTS OF ISS.ELEC BONDS 2013		2,421.53
81-00-0010	WASTEWATER LAGOON CLEANING		155,600.00
82-00-0010	WATER/EQUIPMENT REPLACEMENT		67,962.03
83-00-0010	ELECTRIC/EQUIP REPLACEMENT		1,897,959.53
85-00-0010	SEWER/EQUIPMENT REPLACEMENT		6,454.04
89-00-0010	TRANS GUEST APPROVED		11,520.94
96-00-0010	WAYNE DENNIS FUNDS		63,200.98
97-00-0011	DT REVIT. REVOLVING LOAN		.56
98-00-0010	TRANSIENT GUEST TAX		11,998.63
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	PROOF	70,915.47-	14,431,962.04
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#6094

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL OPERATING					
ADVANCED COMPUTERS	SERVER BACKUP		436.83	45308	8/18/21
AFLAC	JULY'S BILL DUE IN AUG		260.78	1249125	8/17/21
AMAZON CAPITAL SERVICES	POLICE CAMERA & BATTERIES		230.95	45311	8/18/21
ANTHONY FARMERS COOP	TIRE		728.98	45313	8/18/21
ATMOS ENERGY	7/9/21-8/6/21 NAT GAS HALL		191.62	45314	8/18/21
BILL'S GENERAL REPAIR LLC	MOWER BLADES/BELT/PULLEY		612.14	45315	8/18/21
BRAD CARMICHAEL	NYL-57337741 SURRENDER		1,829.99	45370	8/16/21
EMERGENCY FIRE EQUIPMENT CO	PD EMERGENCY LIGHTS/SIRENS		1,734.15	45322	8/18/21
GALAXIE BUSINESS EQUIPMENT INC	COPIER CONTRACT		55.11	45325	8/18/21
GENE'S HEARTLAND GOODS	HANDSANITIZER/SOAP FOR HALL		10.08	45326	8/18/21
GREAT-WEST FINANCIAL	8/17/2021 PR		291.60	1249127	8/17/21
HARPER COUNTY SOLID WASTE	DUMP FEES		26.80	45327	8/18/21
HAZEL'S SHEET METAL INC	HALL FILTERS, MAGNETS		206.11	45328	8/18/21
HOME LUMBER & SUPPLY INC	shovel, scoop, broom		242.24	45329	8/18/21
IRS PAYROLL TAXES	8/17/21 PR		3,263.74	1249129	8/17/21
JOHN DEERE FINANCIAL	MOWER PARTS		41.00	45350	8/18/21
JUSTICE BATTERY CO.	WEEDEATER SUPPLIES/WRENCH/BAR		116.65	45332	8/18/21
KONICA MINOLTA BUSINESS SOLUTI	7/31/21-8/30/2021		92.00	45338	8/18/21
KPERS	8/17/21 PR		2,604.27	1249132	8/17/21
LARRY'S HOMETOWN MKT.	CLEANING SUPPLIES/TIOLET PAPER		141.17	45340	8/18/21
M & S TRUCKS INC	STREET ROCK		553.42	45343	8/18/21
NAPA AUTO PARTS ANTHONY	#29 #75		512.49	45344	8/18/21
OFFICE PLUS OF KANSAS	DVDR DISCS, FOLDERS, PPR, NOTE		148.02	45345	8/18/21
PHIL'S REPAIR	FIRE CAR WASH FEES		85.25	45347	8/18/21
SALINA SUPPLY CO.	SHIPPING FOR METER		5.00	45352	8/18/21
SIRCHIE FINGER PRINT LAB.	TESTING SUPPLIES		153.19	45355	8/18/21
STRONG'S INSURANCE, INC.	COMM PROPERTY		2,711.10	45362	8/18/21
TERMINIX PROCESSING CENTER	HALL PEST CONTROL		69.00	45363	8/18/21
UNIFIRST CORPORATION	EMPLOYEE UNIFORMS		55.40	45365	8/18/21
US BANK VOYAGER FLEET SYS	FUEL/GAS		2,469.52	45366	8/18/21
VISA	RADIO BUSINESS LICENSING	26.25		1249130	8/17/21
VISA	PD HOTEL ACADEMY	744.31	770.56	1249131	8/17/21
WAXIE SANITARY SUPPLY	HALL PAPER TOWELS		174.77	45368	8/18/21
WYATT TRASH SERVICE INC	HALL		276.00	45369	8/18/21

01	GENERAL OPERATING TOTAL		21,099.93		
WATER					
ADVANCED COMPUTERS	CB NETWORK LABOR		140.63	45308	8/18/21
AFLAC	JULY'S BILL DUE IN AUG		150.24	1249125	8/17/21
AMAZON CAPITAL SERVICES	NITRILE GLOVES		172.80	45311	8/18/21
ANTHONY FARMERS COOP	DIESEL		826.94	45313	8/18/21
ATMOS ENERGY	7/9/21-8/6/21 NAT GAS		99.76	45314	8/18/21
CAMPSPOT	JULY CAMPSPOT FEE		524.40	45318	8/18/21
CARGILL, INCORPORATED	SALT		4,486.07	45317	8/18/21
CITY OF ANTHONY	WATER DIST		1,052.07	45319	8/18/21
CORE & MAIN LP	TUBE CUTTER		40.94	45321	8/18/21
ELITE COLLISION CENTER	PAY JET SKI DAMAGE		1,562.75	45323	8/18/21
GALAXIE BUSINESS EQUIPMENT INC	COPIER CONTRACT		55.11	45325	8/18/21
GENE'S HEARTLAND GOODS	CLEANING SUPPLIES/BATTERIES		29.78	45326	8/18/21
GREAT-WEST FINANCIAL	8/17/2021 PR		31.48	1249127	8/17/21
HAZEL'S SHEET METAL INC	WA SUPPLIES		6.27	45328	8/18/21
HOME LUMBER & SUPPLY INC	nozzle/blade		83.05	45329	8/18/21

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
IRS PAYROLL TAXES	8/17/21 PR		2,200.86	1249129	8/17/21
JOHN DEERE FINANCIAL	MOWER PARTS		82.00	45350	8/18/21
JUSTICE BATTERY CO.	WEEDEATER SUPPLIES/WRENCH/BAR		152.00	45332	8/18/21
KANSAS ONE-CALL SYSTEM, INC.	26 LOCATES JULY		15.60	45335	8/18/21
KONICA MINOLTA BUSINESS SOLUTI	COPIER CONTRACT		14.96	45338	8/18/21
KPERS	8/17/21 PR		1,524.20	1249132	8/17/21
LARRY'S HOMETOWN MKT.	CLEANING SUPPLIES/TIOLET PAPER		30.80	45340	8/18/21
LD ENTERPRISES INC	ENVELOPES		60.00	45341	8/18/21
LEAGUE OF KS MUNICIPALITIES	GREG'S LKM CONFERENCE		268.33	45342	8/18/21
NAPA AUTO PARTS ANTHONY	#28STARTER/#11,#80,GLOVES		521.87	45344	8/18/21
OFFICE PLUS OF KANSAS	RECEIPT PPR, MESSAGE PADS, PPR		85.44	45345	8/18/21
PHIL'S REPAIR	WATER CAR WASH FEES		24.75	45347	8/18/21
PITNEY BOWES INC	LEASE	45.49		45346	8/18/21
PITNEY BOWES INC	ADDED POSTAGE	125.00	170.49	1249128	8/17/21
POSTMASTER	POSTAGE FOR BILLS SEPT 10		137.50	45348	8/18/21
RED EQUIPMENT, LLC	VAC TRUCK		344.14	45351	8/18/21
RURAL WATER DISTRICT #2	CAMPGROUND LAKE		506.86	1249133	8/17/21
STRONG'S INSURANCE, INC.	COMM PROPERTY		2,571.91	45362	8/18/21
JEFFREY TODD	REIMB WATER LEAK DRINKS		42.85	45364	8/18/21
UNIFIRST CORPORATION	EMPLOYEE UNIFORMS		41.56	45365	8/18/21
US BANK VOYAGER FLEET SYS	FUEL/GAS		848.95	45366	8/18/21
VISA	ARETOR PUMP SHIPPING	195.92		1249130	8/17/21
VISA	MITCHELL	11.57	207.49	1249131	8/17/21
WATER WISE ENTERPRISES	SODIUM HYPOCHLORITE		730.00	45367	8/18/21
WYATT TRASH SERVICE INC	LAKE		205.00	45369	8/18/21

02	WATER TOTAL		20,049.85		
ELECTRIC					
ADVANCED COMPUTERS	CB NETWORK LABOR		643.09	45308	8/18/21
AEROMET ENGINEERING INC	SMOKE SCHOOL LARRY & TATE		500.00	45309	8/18/21
AFLAC	JULY'S BILL DUE IN AUG		350.95	1249125	8/17/21
ALTEC INDUSTRIES, INC.	AUGER SLING/HANDLINE		679.81	45310	8/18/21
AMAZON CAPITAL SERVICES	EAR PLUGS/WALKIE PIECES		102.74	45311	8/18/21
ANTHONY FARMERS COOP	FUEL/SUPPLIES		387.03	45313	8/18/21
ATMOS ENERGY	7/9/21-8/6/21 NAT GAS		22.35	45314	8/18/21
BILL'S GENERAL REPAIR LLC	MOWER BLADES		57.00	45315	8/18/21
BORDER STATES INDUSTRIES, INC	CLAMPS/HUB/GLOVES/BREAKERS		4,420.11	45339	8/18/21
FARM & RANCH INC	DALTON SEBY BOOTS		275.77	45324	8/18/21
GALAXIE BUSINESS EQUIPMENT INC	COPIER CONTRACT		55.11	45325	8/18/21
GENE'S HEARTLAND GOODS	CLEANING SUPPLIES/BATTERIES		29.77	45326	8/18/21
GREAT-WEST FINANCIAL	8/17/2021 PR		331.32	1249127	8/17/21
HOME LUMBER & SUPPLY INC	brooms		71.75	45329	8/18/21
HOSPITAL DIST 6 OF HARPER CO	PRE-EMPLOYMENT PHYSICAL		60.00	45330	8/18/21
IRS PAYROLL TAXES	8/17/21 PR		4,516.44	1249129	8/17/21
J & J POWERLINE CONTRACTORS,IN	OLD FEEDER LINE		2,396.25	45331	8/18/21
JOHN DEERE FINANCIAL	MOWER PARTS		41.00	45350	8/18/21
JUSTICE BATTERY CO.	WEEDEATER SUPPLIES/WRENCH/BAR		31.90	45332	8/18/21
KANOKLA NETWORKS	P PLANT INTERNET		62.00	45333	8/18/21
KANSAS ONE-CALL SYSTEM, INC.	26 LOCATES JULY		15.60	45335	8/18/21
CYNDRA KASTENS	ST 1/2 21-22 DEDUCTIBLE		750.00	45334	8/18/21
KMEA EMP2 OPERATING ACCOUNT	JULY 21 PURHCASED PWR		161,482.34	45337	8/18/21
KANSAS MUNICIPAL GAS AGENCY	JULY GAS		440.52	45336	8/18/21
KPERS	8/17/21 PR		3,294.16	1249132	8/17/21

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
LARRY'S HOMETOWN MKT.	WATER, TOILET PAPER		43.10	45340	8/18/21
LD ENTERPRISES INC	ENVELOPES		60.00	45341	8/18/21
LEAGUE OF KS MUNICIPALITIES	GREG'S LKM CONFERENCE		268.33	45342	8/18/21
NAPA AUTO PARTS ANTHONY	.2, #11, #14, BRAKE, PUMP		732.08	45344	8/18/21
OFFICE PLUS OF KANSAS	DVDR/FOLDER/PAPER/NOTEBOOKS/		85.44	45345	8/18/21
PHIL'S REPAIR	ELECTRIC CAR WASH FEES		84.25	45347	8/18/21
PITNEY BOWES INC	LEASE	90.97		45346	8/18/21
PITNEY BOWES INC	ADDED POSTAGE	250.00	340.97	1249128	8/17/21
POSTMASTER	POSTAGE FOR BILLS SEPT 10		275.00	45348	8/18/21
QLT	OUTDOOR GONG		10.39	45349	8/18/21
SETON	EYEWASH/SAFERTY KIT		285.12	45353	8/18/21
SHEPHERD OIL COMPANY	ICE FOR ELEC DEPT		2.61	45354	8/18/21
STRONG'S INSURANCE, INC.	COM OUTPUT(BOILER)		6,158.30	45362	8/18/21
UNIFIRST CORPORATION	EMPLOYEE UNIFORMS		172.56	45365	8/18/21
US BANK VOYAGER FLEET SYS	FUEL/GAS		1,412.84	45366	8/18/21
VISA	WIRE ROPE SLING	208.87		1249130	8/17/21
VISA	BREAKER BOX	193.96	402.83	1249131	8/17/21
WYATT TRASH SERVICE INC	POWER PLANT		122.00	45369	8/18/21

03	ELECTRIC TOTAL		191,472.83		
SEWAGE DISPOSAL					
ADVANCED COMPUTERS	SERVER BACKUP		321.53	45308	8/18/21
AFLAC	JULY'S BILL DUE IN AUG		78.67	1249125	8/17/21
AMAZON CAPITAL SERVICES	NITRILE GLOVES		137.12	45311	8/18/21
ANTHONY FARMERS COOP	FUEL/SUPPLIES		126.20	45313	8/18/21
ATMOS ENERGY	7/9/21-8/6/21 NAT GAS		157.06	45314	8/18/21
CITY OF ANTHONY	SEWER		213.25	45319	8/18/21
GALAXIE BUSINESS EQUIPMENT INC	COPIER CONTRACT		55.11	45325	8/18/21
GREAT-WEST FINANCIAL	8/17/2021 PR		18.10	1249127	8/17/21
IRS PAYROLL TAXES	8/17/21 PR		934.94	1249129	8/17/21
KPERS	8/17/21 PR		689.50	1249132	8/17/21
LD ENTERPRISES INC	ENVELOPES		60.00	45341	8/18/21
LEAGUE OF KS MUNICIPALITIES	GREG'S LKM CONFERENCE		268.34	45342	8/18/21
NAPA AUTO PARTS ANTHONY	#28 STARTER		228.91	45344	8/18/21
OFFICE PLUS OF KANSAS	DVDR/FOLDER/PAPER/NOTEBOOKS/		85.44	45345	8/18/21
PITNEY BOWES INC	LEASE	45.49		45346	8/18/21
PITNEY BOWES INC	ADDED POSTAGE	125.00	170.49	1249128	8/17/21
POSTMASTER	POSTAGE FOR BILLS SEPT 10		137.50	45348	8/18/21
RED EQUIPMENT, LLC	VAC TRUCK		344.13	45351	8/18/21
STRONG'S INSURANCE, INC.	BUSINESS AUTO		939.01	45362	8/18/21
UNIFIRST CORPORATION	EMPLOYEE UNIFORMS		16.62	45365	8/18/21
US BANK VOYAGER FLEET SYS	FUEL/GAS		331.86	45366	8/18/21
VISA	RADIO LIS/SLING/PUMP		26.25	1249130	8/17/21
WYATT TRASH SERVICE INC	SEWER PLANT		60.00	45369	8/18/21

05	SEWAGE DISPOSAL TOTAL		5,400.03		
EMPLOYEE BENEFIT					
BCBS OF KANSAS	Sept 2021		27,014.85	1249124	8/17/21
STRONG'S INSURANCE, INC.	WORK COMP		1,005.07	45362	8/18/21

10	EMPLOYEE BENEFIT TOTAL		28,019.92		

	VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	AIRPORT					
	CITY OF ANTHONY	AIRPORT		101.32	45319	8/18/21
	IRS PAYROLL TAXES	8/17/21 PR		90.02	1249129	8/17/21
	KPERS	8/17/21 PR		66.88	1249132	8/17/21
	RURAL WATER DISTRICT #2	221 W KS HWY 2		38.00	1249133	8/17/21
	STRONG'S INSURANCE, INC.	COMM PROPERTY		327.55	45362	8/18/21
	WYATT TRASH SERVICE INC	AIRPORT		30.00	45369	8/18/21

12		AIRPORT TOTAL		653.77		
	INDUSTRIAL DEVELOPMENT					
	CLARK & CO	PROMOTE ANTHONY MARKETING		2,500.00	45320	8/18/21
	STRONG'S INSURANCE, INC.	COM LIABILITY/FARM		7.75	45362	8/18/21

14		INDUSTRIAL DEVELOPMENT TOTAL		2,507.75		
	SPECIAL STREETS & HIGHWAY					
	STRONG'S INSURANCE, INC.	WORK COMP		801.30	45362	8/18/21

17		SPECIAL STREETS & HIGHWAY TOTAL		801.30		
	RECREATION COMMISSION					
	ANTHONY FARMERS COOP	FUEL		77.24	45296	8/12/21
	ANTHONY REPUBLICAN	REC BUDGET		89.70	45297	8/12/21
	BRENNTAG SOUTHWEST, INC.	CHLORINE		874.32	45316	8/18/21
	CITY OF ANTHONY	POOL		562.47	45319	8/18/21
	CORE & MAIN LP	POOL CHECK VALVE		509.04	45321	8/18/21
	DIRECTOR OF TAXATION	JULY REC SALES TAX		144.17	1249126	8/17/21
	GENE'S HEARTLAND GOODS	CONCESSIONS SUPLLIES FOR POOL		961.44	45298	8/12/21
	IRS PAYROLL TAXES	8/17/21 PR		733.54	1249129	8/17/21
	STRONG'S INSURANCE, INC.	COMM PROPERTY		588.42	45362	8/18/21
	WYATT TRASH SERVICE INC	POOL		130.00	45369	8/18/21

26		RECREATION COMMISSION TOTAL		4,670.34		
	SPECIAL PARKS & RECREATIO					
	STRONG'S INSURANCE, INC.	COMM PROPERTY		33.59	45362	8/18/21
	WYATT TRASH SERVICE INC	TENNIS COURTS		23.10	45369	8/18/21

32		SPECIAL PARKS & RECREATIO TOTAL		56.69		
				==============		
		Accounts Payable Total		274,732.41		

CLAIMS REPORT
CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
01	GENERAL OPERATING	21,099.93
02	WATER	20,049.85
03	ELECTRIC	191,472.83
05	SEWAGE DISPOSAL	5,400.03
10	EMPLOYEE BENEFIT	28,019.92
12	AIRPORT	653.77
14	INDUSTRIAL DEVELOPMENT	2,507.75
17	SPECIAL STREETS & HIGHWAY	801.30
26	RECREATION COMMISSION	4,670.34
32	SPECIAL PARKS & RECREATIO	56.69
	------------------------------	-------------
	TOTAL FUNDS	274,732.41

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.	24.00	.00	.00	.00	24.00	981.95	.00	.00	.00	981.95	301.27
102	POLICE	574.25	.00	.00	.00	574.25	10436.51	.00	.00	.00	10436.51	1889.14
103	FIRE	.50	.00	.00	.00	.50	9.18	.00	.00	.00	9.18	.00
104	STREET	184.00	.00	.00	.00	184.00	4129.54	.00	.00	.00	4129.54	987.34
105	GEN-ZONING	.00	.00	.00	.00	.00	137.31	.00	.00	.00	137.31	.00
230	WATER-LAKE	120.00	.00	.00	.00	120.00	1600.00	.00	.00	.00	1600.00	368.26
232	WATER-DISTRIBUT	392.45	.00	.00	.00	392.45	5014.59	.00	.00	.00	5014.59	1547.06
233	WATER-COMM& GEN	85.61	.00	.00	.00	85.61	2107.77	.00	.00	.00	2107.77	.00
331	ELECTRIC-PROD	571.00	.00	.00	.00	571.00	7309.29	.00	.00	.00	7309.29	1300.92
332	ELEC-DISTRIBUTI	681.60	.00	.00	.00	681.60	9324.80	.00	.00	.00	9324.80	2100.70
333	ELECTRIC-COMM	114.40	.00	.00	.00	114.40	3547.85	.00	.00	.00	3547.85	423.60
533	SEWER-COMM & GE	31.99	.00	.00	.00	31.99	545.52	.00	.00	.00	545.52	.00
534	SEWER-TREATMENT	295.20	.00	.00	.00	295.20	3463.02	.00	.00	.00	3463.02	.00
1201	AIRPORT	21.00	.00	.00	.00	21.00	416.43	.00	.00	.00	416.43	.00
2601	REC - GEN	19.00	.00	.00	.00	19.00	304.00	.00	.00	.00	304.00	.00
2621	REC - POOL	346.75	.00	.00	.00	346.75	3200.63	.00	.00	.00	3200.63	.00
2622	REC - BALL	18.00	.00	.00	.00	18.00	288.00	.00	.00	.00	288.00	.00
5102	OT GEN POLICE	.00	16.25	.00	.00	16.25	.00	393.75	.00	.00	393.75	.00
5230	LAKE-OVERTIME	.00	.25	.00	.00	.25	.00	5.63	.00	.00	5.63	.00
5232	OT WATER DIST	.00	56.00	.00	.00	56.00	.00	1876.48	.00	.00	1876.48	.00
5331	OT ELEC PROD	.00	16.00	.00	.00	16.00	.00	670.56	.00	.00	670.56	.00
5332	OT ELEC DIST	.00	14.00	.00	.00	14.00	.00	591.42	.00	.00	591.42	.00
5533	OT SEWER CM/GEN	.00	4.75	.00	.00	4.75	.00	131.90	.00	.00	131.90	.00
5534	OT SEWER TREAT	.00	7.50	.00	.00	7.50	.00	316.86	.00	.00	316.86	.00
6102	SHIFT GEN POLIC	.00	.00	.00	.00	84.00	.00	.00	.00	.00	42.00	.00
99999	DISTRIBUTED	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	489.76
	TOTAL	3479.75	114.75	.00	.00	3678.50	52816.39	3986.60	.00	.00	56844.99	9408.05

MINUTES
CITY TRANSIENT TAX COMMITTEE

The meeting was held on August 4, 2021, at 5:30 o'clock p.m. at CELCO.

Committee members in attendance were: Brandon Bellesine, Bette DeMeritt, Marcy Kastens and Karen Younce.

Karen Younce opened the meeting and announced that we have one application to consider.

Karen advised the committee that the account balance is $8,036.31, which does not include the 2nd quarter distribution from the state.

After discussion, the committee considered the application submitted by Craig Winters for the Anthony Open Disc Golf Tournament to be held September 25, 2021, for $400.00.

After discussion, it was moved by Brandon Bellesine and seconded by Bette DeMeritt, that we award $400.00 for the Anthony Open Disc Golf Tournament. BarBara Wright was unable to attend in person. BarBara advised Karen prior to the meeting she would vote to approve the application. Motion carried.

There were no other applications to present to the committee. Due to COVID-19, no Committee member will be present in person to present the committee's recommendation to the city commission for approval at the next commission meeting scheduled for August 17, 2021, at 6:00 p.m.

There being no further business to come before the committee, the meeting was adjourned.

Marcy J. Kastens, Secretary

KANSAS WILDLIFE & PARKS

KANSAS DEPARTMENT OF WILDLIFE, PARKS AND TOURISM
512 S.E. 25th Avenue, Pratt, KS 67124-8174
620/672-5911

COMMUNITY FISHERIES ASSISTANCE PROGRAM GRANT AGREEMENT

This Agreement is entered into on this __________ day of ______________, 20___ by and between **City of Anthony**, located at PO Box 504, 124 S. Bluff, Anthony, KS 67003 (hereinafter referred to as the "Cooperator"), and the Kansas Department of Wildlife, Parks and Tourism, located at 1020 S. Kansas Ave. Topeka, KS 66612 (hereinafter referred to as the "Department").

WHEREAS, Department administers the Community Fisheries Assistance Program (CFAP), which provides funding to local communities for improving community fisheries;

WHEREAS, Cooperator has submitted, and Department has approved, Cooperator's Community Fisheries Project (hereinafter referred to as "Project"), which is set forth in Attachment 1; and

WHEREAS, Cooperator agrees to implement the Project on Cooperator owned property (identified below and hereinafter referred to as "Designated Property"), located in Harper County, Kansas at:

S T R

Amount Department shall reimburse the Cooperator's expenditures $18,611.50 .

NOW THEREFORE, in consideration of the covenants herein contained, the parties agree as follows:

Term

1. The term of this Agreement shall be for ten (10) years from the date of last signature.

Notice

2. Any notice given pursuant to this Agreement shall be provided by certified mail to the following:

Cooperator:

____
Name
____
Title
____
____
Address
____
Email Address
____
Phone Number

Department:
Jeff Conley
Fisheries Program Specialist
512 SE 25th Avenue
Pratt, KS 67124
jeff.conley@ks.gov
(620) 672-5911

Payment

3. Department shall pay Cooperator for legitimate costs incurred by Cooperator on the Project, as outlined in Attachment 1. Department shall reimburse Cooperator an amount not to exceed **$18,611.50** ; provided that, such payments to Cooperator may not exceed 54 % of the Project total cost.

4. Cooperator shall abide by the specified Project costs, percentage cost share contribution (if any), and Project specifications as set forth in Exhibit A.

5. Upon completion of the Project, Cooperator must provide proof of payment by completing the CFAP Grant Program Invoice/Financial Reporting Form (identified as Attachment 2) and submitting it to Department. Invoices for reimbursement must be submitted by ___**March**_____, **2023**__.

6. All Project expenditures must be fully documented. Cooperator's documentation (including, without limitation, receipts, invoices, contracts, data, and expense reports) must be kept for a period of five (5) years after reimbursement for the expenditures is made by Department, and such documentation shall be made available to Department upon request within thirty (30) days.

Program Specifications

7. Cooperator shall allow public access (ingress and egress) to the Designated Property and the improvements thereon but may reasonably restrict public access based upon the time of day or season of year.

8. Cooperator shall permit Department, or its duly authorized representative, to inspect and audit the site.

9. Cooperator shall not remove, dismantle, or destroy any improvements to the Designated Property that are associated with, a result of, or made in connection with the Project or discontinue the Project, in whole or in part, without the prior written approval of Department.

10. Cooperator, as well as Cooperator's agents and employees, shall take reasonable actions to prevent the introduction or spread of invasive species, including, but not limited to, the cleaning, draining, and drying of equipment prior to its arrival and use for the Project; nor shall any activity knowingly be authorized, funded, or carried out that would likely introduce or spread invasive species at the Designate Property.

11. Equal opportunity to participate in and benefit from the program described herein is available to all individuals without regard to race, religion, national origin or ancestry or age. Complaints of discrimination should be sent to the Office of the Secretary, Kansas Department of Wildlife, Parks and Tourism, 1020 South Kansas Ave., Suite 200, Topeka, KS 66612.

Representations

12. Cooperator represents, and the Department reasonably relies upon such representation, that neither Cooperator nor any of Cooperator's principles, subcontractors, or suppliers used on this Project are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in such an agreement by any Federal or state department or agency.

13. Cooperator represents, and Department reasonably relies upon such representation, that Cooperator is the owner of the Designated Property, and Cooperator agrees to maintain and operate the Project on the Designated Property for the entire term of this Agreement.

Breach, Termination & Remedy

14. Either party may terminate this Agreement with thirty (30)-days' written-notice to the other party.

15. Department shall notify Cooperator in writing of any breach of Cooperator's obligation under this Agreement and shall have thirty (30) days to cure the breach. If such breach is not cured within said time, this Agreement shall be deemed terminated for cause.

16. If Cooperator elects to terminate this Agreement prior to the end of the Term, as provided herein, or if Department terminates this Agreement for cause, Cooperator shall repay Department in the sum of **$_3,722.30__** for each year or part thereof that remains in the Term of this Agreement. Department shall provide to Cooperator the total sum of repayment in a notice setting forth the amount owed. Cooperator shall repay all monies determined to be owed to Department within thirty (30) days of Department's notice.

17. The parties acknowledge that legislative appropriated funds for CFAP are integral to the feasibility of the Project and continuation of CFAP and that a lack of funding would irreparably damage the parties. If, for any reason, anticipated funds are not adequately appropriated for the proper administration of CFAP, as determined in Department's sole discretion, or CFAP is discontinued or materially altered by legislative action or omission, whether state or Federal, in such a way as to make the administration of the program unsustainable or ineffectual, as determined in Department's sole discretion, the Department shall have the right to immediately terminate this agreement upon giving thirty (30)-days' written notice to Cooperator with no penalty to Department.

Agency, Assignment, Amendment & Waiver

18. Each party shall act in their individual capacity and not as agents, employees, partners in a joint venture, or as associates of one another. The employees or agents of one party shall not be deemed or construed to be employees or agents of the other party for any purpose.

19. This Agreement shall not be assigned to any other entity, nor the respective rights or duties thereof.

20. Department's failure at any time to require strict performance by Cooperator of any of the provisions of this Agreement shall not waive or diminish Department's right thereafter to demand strict compliance therewith.

21. This Agreement shall be modified only by mutual agreement in writing and signed by both parties.

22. Any waiver of either parties' obligation to perform pursuant to the terms or conditions of this Agreement must be in writing and signed by both parties.

Jurisdiction, Enforceability & Additional Provisions

23. Every provision of this Agreement is subject to the laws of the State of Kansas.

24. In the event any of the provisions of this Agreement are deemed to be invalid or unenforceable, the same shall be deemed severable from the remainder of the Agreement. If such provision shall be deemed invalid due to its scope and breadth, such provisions shall be deemed valid to the extent of the scope and breadth permitted by law.

25. This Agreement shall be made available to the public upon request under the Kansas Open Records Act, K.S.A. 45-215 *et seq*.

26. The provisions found in Contractual Provisions Attachment (form DA-146a), which is attached and made a part hereto (identified as Attachment 3), are hereby incorporated in this Agreement and made a part hereof.

27. This Agreement, together with the attachments and exhibits, constitutes the entire agreement between the parties.

28. This Agreement shall supersede and control over all written or oral agreements between the parties.

All signatories to this Agreement hereby attest to authorization as a signatory for the respective entities involved.

Cooperator Signature Date	Mike Miller, Assistant Secretary for Wildlife, Fisheries, and Boating
Title	Date
Federal Tax Identification No.	

Attachment 2

CFAP Grant Program Invoice / Financial Reporting Form

Submitted By:

____
____
____

Submit To:
KS Dept of Wildlife, Parks and Tourism
Attn: Jeff Conley
512 SE 25th Ave
Pratt, KS 67124

Contract Number or Title: ____

Report Period: From _____/_____/_____ to _____/_____/____ *Contract start date to date of report or contract end date*

Estimated Project Cost from Application	
Requested Grant Reimbursement %:	
Requested Grant Reimbursement $:	
Cooperator's Match from Application %	
Cooperator's Match from Application $:	

Expenses	
Contractual Services	
Salaries	
Equipment	
In-Kind Contributions*	
TOTAL Project Expenses	

Total final payment is requested in the amount of: $ ____________________________ **

____ ____________________________
Authorized Representative as Identified on Application Date

____ ____________________________
KDWPT Representative, Report Approved By Date

* *Must be outlined in grant application and project description.*
** *If project total expenses EXCEED contract amount, KDWPT will only reimburse dollar amount defined in contract.*
If project total expenses are LESS than contract amount, KDWPT will only reimburse % Share defined in contract.

AGENCY USE ONLY		***Authorized by:***
Total KDWPT Funding Approved		
KDWPT Share (%)		

Attachment 3

State of Kansas Department of Administration
DA-146a

CONTRACTUAL PROVISIONS ATTACHMENT

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

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

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

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment +0 nullified.

2. **Kansas Law and Venue**: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability**: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. **Anti-Discrimination Clause**: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

   Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

   The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total $5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority To Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility For Taxes**: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance**: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information**: **No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**

12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying**: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

EXHIBIT A

Cooperator: City of Anthony

Project Title: Anthony Lake ADA Handicap Accessible Boat Dock

SPECIFIED PROJECT COSTS

Kansas Department of Wildlife, Parks, and Tourism

Reimbursement grant for expenses as indicated on the application*: $18,611.50

**Reimbursement not to exceed this amount, or no more than 54% of the total project cost*

SPECIFIED PROJECT COSTS

Cooperator: City of Anthony

Federal Tax ID#: 48-6005261

Project Cost/Share Expenses as indicated on the application*: $15,854.24

**Cost/Share to be no less than 46% of the total project cost*

The Cooperator is responsible for providing proof of payment for all applicable materials and/or services purchased, including labor.

TOTAL PROJECT COST: $**34,465.74**

ORDER

DATE: August 17, 2021

TO: Gary L. Moore
401 S. Bluff
Anthony, KS 67003

RE: 401 S. Bluff, Anthony, KS 67003

LEGAL: Lot Two (2), Three (3) & the North Six (6) ft. of Lot Six (6) in Block Twenty-five (25) Fractional South, 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 Gary L. Moore is in violation of Chapter VII, Article 2, of Anthony City Code.

X Gary L. Moore 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: **old air conditioner, tree limbs, and all other 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: **Gary L. Moore, 401 S. Bluff, Anthony, KS 67003.**

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

____
Gregory L. Cleveland, Mayor
City of Anthony

____
Date

Enclosures:

To: City Commissioners **Re: City Clerk/Administrator Report**
From: Cyndra Kastens **8/17/21**

CONSENT AGENDA

1. Approve Regular Meeting Minutes August 3, 2021
2. Appropriation Ordinance No. 6094 $274,732.41
3. Approve 8.17.2021 Payroll $56,844.99
4. Transient Guest Tax Recommendation - $400 Anthony Disc Open Golf Tournament

REGULAR BUSINESS

5. CFAP Grant Agreement - Anthony Lake Boat Dock $18,611.50 (Grant) $15,854.24 (Match)
6. **Untable - Wayne Dennis Recommendation $33,406.42 Wahoo Docks

   The Wayne Dennis committee made a recommendation to pay $33,406.42 for the new boat dock. The Commission tabled that recommendation pending the decision of the grant application. The Commission will now need to approve only $15,854.24 of that recommendation as match for the grant.

7. Health Nuisance 401 S. Bluff Moore 2021
8. Masner Land Update
9. Land Lease Airport RPZ

The Commission will need to consider whether they want to put the Harmon land out for bid as lease ground.

Admin's Report:

1. Due to COVID and quarantines, there have been no front office staff this last week. Therefore, Sherri and I worked the front and covered the work that had to go out for utilities. Jamie helped as well. This made a short commission agenda and admin report.

2. Department Activities:

   Street – Sprayed weeds, mowed yard on North Franklin, repaired Crown Circle, graded roads, trimmed trees at the school, mowing, and maintenance.

   Water/WW – Daily rounds
   Water sample W Hayes
   Rebuilt water fill station

To: City Commissioners **Re: City Clerk/Administrator Report**
From: Cyndra Kastens **8/17/21**

Repaired water tower lift station
Installed block off plates on sewer plant control cabinet
Blocked access to overhead storage at water plant
Installed safety data sheet books at the city shop, water plant, lake care taker shop, sewer plant
Locates
Videoed sewer line at Chaparral for the city of Harper
Shortened umbrellas at swimming pool
Exercised generator at the high service pump station
Serviced step screen at serer plant
Repaired broken drain line at Municipal hall
Changed chlorine at pool
Disconnected water service at Jennings and Walnut
Installed new water service at 524 N. Anthony
Repaired water leak on 16 inch main south of water plant
Replaced water service 500 block S Jennings
Replaced missing fan shroud on vac truck
Replaced shower valve at scout bathroom at lake
Repaired shower drain at pool
Finished dirt work at water leak south of water plant
Water turn on’s and turn off’s
Meter readings

Electric Distribution - Met with Eric Hollis about his service at 421 S. Springfield
Wrecked out old feeder line that went down 6 miles south and 1 mile west
Worked on water fill station
Set 2 poles 7 miles west 2 north
Took down phase guards behind Genes IGA for Crain company
Fixes street lights in the 800 block of west main
Hooked up electrical service at 402 S. Jennings. Customer had electrical upgrade
Set 4 power poles at SE 70 Ave SE 90 Rd
Hauled 4/0 Aluminum wire from old 14.5 feeder to All Metal Recycling
Had a report of dead trees at Wood’s breakers. Nothing dead in ROW
Had a report of Branch cell tower pad mount transformer settling. We will need to level pad
Had an outage at NW 60 Ave NW 70 Rd. Cause was from broken tree limb
Had an outage at 85 SW 20 Rd. Cause was from wildlife
Had a report of electrical problems at 311 N. Pennsylvania. Everything checked out ok on city side
Work Orders
Turn On, Off orders
Just read orders
Locates

Electric Production – No report.

To: City Commissioners **Re: City Clerk/Administrator Report**
From: Cyndra Kastens **8/17/21**

Mechanic – Justin was on vacation. Tate helped with some of the work that needed to be done before Justin left.

To: Anthony City Commission

Re: Chief of Police report

From: Kenny Hodson

Date: 08-17-2021

We served some notices

I inspected some properties

Welfare check 500 N. Madison subject was transported to Hospital by EMS

Took a report of a theft of money from a bank account

Took a theft report of someone stealing medication

Investigated a drug case in the 200 block of N. 5th and arrested David Howell for possession of Meth and other charges

Helped the Sheriff's Dept. serve a search warrant in Attica