



City Commission Regular Meeting

Tuesday, September 15, 2026 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 September 1, 2026 Regular Meeting Minutes
2. Approve 09.08.2026 Payroll \$62,819.46
3. Appropriation Ordinance No. 3247 \$102,491.58
4. Approve Surplus of Recreation Equipment
5. Approve Investment:

Bank of the Plains-Electric Reserve CD 5000001270 for \$100,000 into a CDAR for 12 months @ 4.27% with interest posted in Electric Reserve Fund.

Bank of the Plains-Electric Reserve CD 5000001262 for \$35,000 into a CDAR for 12 months @ 4.27% with interest posted in Electric Reserve Fund.

Bank of the Plains-Electric Reserve CD 5000001254 for \$100,000 into a CDAR for 12 months @ 4.27% with interest posted in Electric Reserve Fund.

Bank of the Plains-Electric Reserve CDARS 1031891295 for \$1,000,000 into a CDAR for 12 months @ 4.27% with interest posted in Capital Improvement Fund.

6. Special Appropriations:

Fund 41 - Elect. Utility - KMEA - Solar Labor - \$3,967.00

Fund 61 - Mun. Fight Addiction - Amazon - Narcan Refills - \$2,657.60

Fund 83 - EL Eq. Repl. - Border States - Sunrise 2nd Lighting - \$1,099.30

7. Approve Resignation of Justin Francis from Anthony Recreation Board
8. Approve Appointment of LeAnn Hodson to Replace Rebecca New on Anthony Housing Authority Board - Position Expires July 31, 2028
9. Approve Re-Appointments of Kent Olds and Dorothy Nickels to the Anthony Housing Authority Board - Positions Expire July 31, 2028

PUBLIC HEARINGS - NONE

REGULAR BUSINESS

- [10.](#) Approve Request to Waive Municipal Hall Rental Fees for Open Gym - James Valentine of First Pentecostal Church
- [11.](#) Approve City Property Purchase Agreement and Broker Agreement - Dennis Lauver via Zoom
- [12.](#) *Untable - Approve Ordinance No. S-327 Vacating Street Right-of-Way N Bluff * Roll Call Vote*
13. Discuss Airport Fuel System - Administrator Ewertz
- [14.](#) Discuss Neighborhood Revitalization Program - Administrator Ewertz

STAFF REPORTS

- [15.](#) Chief of Police Report
- [16.](#) Administrator Report

EXECUTIVE SESSION - NONE

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

ADJOURNMENT

Standing Committees:

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



City Commission Regular Meeting

Tuesday, September 01, 2026 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 Melinda Ewertz, City Superintendent Larry Berry, Deputy Police Chief Nate Houston, Randy and Jacquie Wiseley, Austin Porter

- Approval of Agenda

A motion was made to approve the agenda as presented.

Motion made by Mayor Cleveland, Seconded by Commissioner Hatfield.

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

PUBLIC COMMENT - NONE

CONSENT AGENDA

1. Approve August 18, 2026 Regular Meeting Minutes
2. Approve August 21, 2026 Special Meeting Minutes
3. Approve August 26, 2026 Special Meeting Minutes
4. Approve 08.25.2026 Payroll \$65,175.42
6. Approve August 2026 Court Report

7. Approve Investment:

Bank of the Plains-Water Meter Replacement CDAR 1031754123 for \$400,000 into a CDAR for 6 months @ 3.85% with interest posted in Capital Improvement.

Bank of the Plains-Noxious Weed & ID Board CDAR 1031754115 for \$40,000 into a CDAR for 24 months @ 4.20% with interest posted in Capital Improvement.

Bank of the Plains-Electric Equipment Replacement CDAR 1031754085 for \$1,250,000 into a CDAR for 24 months @ 4.20% with interest posted in Electric Equipment Replacement

Mayor Cleveland asked if any items should be pulled from the consent agenda for discussion. Commissioner Lanie asked to pull Item No. 5 to discuss. A motion was made to approve the consent agenda as amended to add Item No. 5 before Item No. 8 in regular business.

Motion made by Mayor Cleveland, Seconded by Commissioner Smith.

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

PUBLIC HEARINGS - NONE

REGULAR BUSINESS

5. **Appropriation Ordinance No 3246 \$163,977.36- Corrected**

Commissioner Lanie asked to pull Item No. 5 from the consent agenda to confirm the presented dollar amount of \$167,977.36 compared to the claims report total of \$163,977.36. The Administrator will confirm the error on the dollar amount listed agenda and correct the error. A motion was made to approve corrected Appropriation Ordinance No 3246 for \$163,977.36.

Motion made by Commissioner Smith, Seconded by Commissioner Hatfield.

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

8. **Approve Request to Waive Municipal Hall Rental Fees - Annual Shooting Sports Banquet - Anthony Gun Club**

A motion was made to approve the request to waive the Municipal Hall Rental fees for the Annual Shooting Sports Banquet by the Anthony Gun Club.

Motion made by Commissioner Smith, Seconded by Commissioner Hatfield.

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

9. ~~Discuss Health Nuisance Resolution No. 1185 – 313 S Kansas – Hanby~~

Mr. Hanby requested time to speak with the Commission about this health nuisance order, but was not present at the meeting.

10. Discuss Electricity Concerns - Commissioner Lanie

Commissioner Lanie asked to speak about the electricity flickers that customers experience in town during certain times of the day. Superintendent Berry shared the outage reports and data where these are caused by wildlife, often squirrels. Superintendent Berry shared with the Commissioners how these flickers are caused, prevention strategies.

11. Resolution No 1186 Health 432 S Anthony Gilchrist 2026

RESOLUTION NO. 1186

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 LEE'S SUB OF BLK 5 MEIG'S ADD , BLOCK 05 , Lot 015 16 in the City of Anthony, Harper County, Kansas; as shown by the recorded Plat thereof, 432 S Anthony Anthony, Ks 67003.

WHEREAS, Notice of Violations were mailed certified to the property owner of record George W Gilchrist Jr on 08/06/2026. Notice from post office was left for said owner on 08/17/2026.

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

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

BE IT RESOLVED BY THE CITY COMMISSION that the Public Officers and other Agents of the City of Anthony are authorized to abate the conditions causing the violations at the end of September 11, 2026 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 1st day of September 2026.

A motion was made to approve Health Nuisance Resolution No. 1186.

Motion made by Mayor Cleveland, Seconded by Commissioner Lanie.

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

12. **Resolution No 1187 Health 401 S Jennings Gilchrist 2026**

RESOLUTION NO. 1187

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 FRACTIONAL SOUTH , BLOCK 26 , Lot 002 & , N2 LOT 3 in the City of Anthony, Harper County, Kansas; as shown by the recorded Plat thereof, 401 S Jennings Anthony, Ks 67003.

WHEREAS, Notice of Violations were mailed certified to the property owner of record George W Gilchrist Jr on 08/06/2026. Notice from post office was left for said owner on 08/17/2026. A copy was hand delivered to tenant on 08/07/2026.

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

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

BE IT RESOLVED BY THE CITY COMMISSION that the Public Officers and other Agents of the City of Anthony are authorized to abate the conditions causing the violations at the end of September 11, 2026 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 1st day of September 2026.

A motion was made to approve Health Nuisance Resolution No. 1187.

Motion made by Mayor Cleveland, Seconded by Commissioner Smith.

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

STAFF REPORTS

EXECUTIVE SESSION - NONE

ADJOURNMENT

A motion was made to adjourn the meeting.

Motion made by Mayor Cleveland, Seconded by Commissioner Lanie.

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

Gregory Cleveland, Mayor

Melinda Ewertz, City Clerk/Administrator

PRUPDT00
02.26.26

Wed Sep 2, 2026 1:50 PM
PAID THROUGH 8/30/2026
CALENDAR 9/2026, FISCAL 9/2026 DATES 8/30/2026 -- 9/08/2026

City of Anthony KS
COST CENTER REPORT
FIRST PAY OF MONTH

OPER: JD
JRNL 4608

PAGE

Item 2.

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.	14.40	.00	.00	.00	16.00	1341.45	.00	.00	.00	1369.98	322.46
102 POLICE	492.08	.00	.00	.00	513.60	11729.86	.00	.00	.00	12277.99	1522.78
103 FIRE	3.84	.00	.00	.00	4.80	102.84	.00	.00	.00	127.80	.00
104 STREET	315.80	.00	.00	.00	336.00	7077.23	.00	.00	.00	7587.20	657.17
105 GEN-ZONING	.00	.00	.00	.00	.00	661.68	.00	.00	.00	661.68	.00
230 WATER-LAKE	28.48	.00	.00	.00	29.60	672.22	.00	.00	.00	701.34	.00
231 WATER-PRODUCTIO	2.00	.00	.00	.00	2.00	43.88	.00	.00	.00	43.88	.00
232 WATER-DISTRIBUT	339.68	.00	.00	.00	361.20	4848.46	.00	.00	.00	5294.96	598.95
233 WATER-COMM& GEN	56.01	.00	.00	.00	57.89	2614.79	.00	.00	.00	2660.60	.00
331 ELECTRIC-PROD	467.50	.00	.00	.00	472.00	6026.58	.00	.00	.00	6154.97	421.58
332 ELEC-DISTRIBUTI	593.14	.00	.00	.00	661.35	9649.89	.00	.00	.00	11714.94	1415.72
333 ELECTRIC-COMM	73.87	.00	.00	.00	75.74	5087.29	.00	.00	.00	5133.09	241.86
533 SEWER-COMM & GE	17.87	.50	.00	.00	18.37	959.49	18.32	.00	.00	977.81	.00
534 SEWER-TREATMENT	295.08	.00	.00	.00	306.20	3863.81	.00	.00	.00	4098.07	.00
2601 REC - GEN	28.00	.00	.00	.00	28.00	448.00	.00	.00	.00	448.00	.00
2621 REC - POOL	22.75	.00	.00	.00	22.75	284.75	.00	.00	.00	284.75	.00
2622 REC - BALL	5.00	.00	.00	.00	5.00	80.00	.00	.00	.00	80.00	.00
5102 OT GEN POLICE	.00	18.50	.00	.00	18.50	.00	719.57	.00	.00	719.57	.00
5104 OT GEN STREET	.00	2.00	.00	.00	2.00	.00	90.06	.00	.00	90.06	.00
5232 OT WATER DIST	.00	15.75	.00	.00	15.75	.00	643.83	.00	.00	643.83	.00
5331 OT ELEC PROD	.00	12.50	.00	.00	12.50	.00	551.40	.00	.00	551.40	.00
5332 OT ELEC DIST	.00	12.00	.00	.00	12.00	.00	532.85	.00	.00	532.85	.00
5534 OT SEWER TREAT	.00	13.25	.00	.00	13.25	.00	592.69	.00	.00	592.69	.00
6102 SHIFT GEN POLIC	.00	.00	.00	.00	144.00	.00	.00	.00	.00	72.00	.00
99999 DISTRIBUTED	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	912.37
TOTAL	2755.50	74.50	.00	.00	3128.50	55492.22	3148.72	.00	.00	62819.46	6092.89

BALANCE SHEET

CALENDAR 9/2026, FISCAL 9/2026

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL
01-00-0010	GENERAL OPERATING	38,426.82-	1,079,787.01
02-00-0010	WATER	46,804.39	683,710.44
03-00-0010	ELECTRIC	206,924.95	1,249,264.01
04-00-0010	SALES TAX & STATE FEES	8,205.13	53,082.85
05-00-0010	SEWAGE DISPOSAL	19,634.59	524,425.29
08-00-0010	ANTHONY LANK BANK	550.00-	22,007.75
10-00-0010	EMP INSURANCE/BENEFIT	10,020.09	355,019.06
12-00-0010	AIRPORT	249.21	230,793.54
14-00-0010	INDUSTRIAL DEVELOPMENT	5,905.14	25,123.55
15-00-0010	ECONOMIC DEVELOPMENT		155,514.62
16-00-0010	SERVICE DEPOSIT	450.00	58,980.92
17-00-0010	SPECIAL STREETS & HIGHWAY		351,761.89
18-00-0010	PUBLIC RELIEF		25,487.51
19-00-0010	WATER UTILITY RESERVE		244,922.74
21-00-0010	WWTF LOAN 2000		51,242.76
23-00-0010	WATER DEBT SVC RESERVE S2013		100,129.04
24-00-0010	BOND & INTEREST		21,647.82
26-00-0010	RECREATION COMMISSION	906.92-	44,003.11
29-00-0010	RECREATION	1,049.80	1,049.80
30-00-0010	MUNICIPAL EQUIPMENT RESERVE		150,811.06
32-00-0010	SPECIAL PARKS & RECREATION	23.10-	47,623.21
34-00-0010	CAPITAL IMPROVEMENT		5,381,917.00
40-00-0010	ELECTRIC UTILITY RESERVE		1,559,835.43
41-00-0010	EL UTIL S2017 REV BOND	3,967.00-	38,067.01
45-00-0010	SEWER RESERVE		155,000.00
47-00-0010	WILDLIFE AND PARKS GRANT		357,295.62-
50-00-0010	WAYNE DENNIS INVESTMENT FUND		1,000,141.35
54-00-0010	DEBT RES. WATER 2013		199,101.69
58-00-0014	CDBG		10,312.50-
61-00-0010	MUNICIPALITIES FIGHT ADDICTION	2,657.60-	6,897.04
62-00-0010	PUBLIC PURPOSES FUND		13,452.96
81-00-0010	WASTEWATER LAGOON CLEANING		212,300.00
82-00-0010	WATER/EQUIPMENT REPLACEMENT		245,364.21
83-00-0010	ELECTRIC/EQUIP REPLACEMENT	1,099.30-	4,643,068.20
84-00-0010	ELECTRIC PROJECTS		217,092.30-
85-00-0010	SEWER/EQUIPMENT REPLACEMENT		142,730.13
89-00-0010	TRANS GUEST APPROVED		450.00
96-00-0010	WAYNE DENNIS FUNDS		36,571.28
98-00-0010	TRANSIENT GUEST TAX		17,769.10
		=====	=====
	PROOF	251,612.56	18,544,352.96
		=====	=====

CLAIMS REPORT
Check Range: 8/01/2026- 9/16/2026

3247

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL OPERATING					
NATHAN J WERTH	MONTHLY NETWORK LABOR		53.73	62018	9/16/26
AFLAC	AUG'S BILL DUE 9/15/26		7.55	12499607	9/15/26
ALERT 360	SURVEILLANCE OF SHOP		14.99	12499617	9/15/26
AMAZON CAPITAL SERVICES	CERTIFICATE HOLDER		14.98	12499601	9/15/26
ANTHONY FARMERS COOP	FUEL		878.49	62020	9/16/26
ANTHONY GOLF CLUB	4TH QT BRD APPROPRIATIONS		8,000.00	62021	9/16/26
ATMOS ENERGY	NATURAL GAS		342.04	62022	9/16/26
BOMGAARS SUPPLY, INC	STUBLE/FINLEY/COX PANTS		817.28	62025	9/16/26
ECOWATER SYSTEMS	PD WATER		20.95	62028	9/16/26
ELECTRAFORM EQUIPMENT LP	#61 & #75 BLADES		366.45	12499602	9/15/26
EMC INSURANCE COMPANIES	EMC DED CASE LA60-Z01910370		2,500.00	62029	9/16/26
EMERGENCY FIRE EQUIPMENT CO	GLOVES		290.76	12499597	9/15/26
IRS	PR 09/08/2026		5,361.49	12499612	9/15/26
FOLEY INDUSTRIES	#46 PARTS		1,231.57	62030	9/16/26
GALAXIE BUSINESS EQUIPMENT INC	COPIER CONTRACT		21.54	62031	9/16/26
GALLS, LLC	AWARD-STEFAN		33.60	62032	9/16/26
GENE'S HEARTLAND GOODS	CLEANING SUPPLIES/TP		58.00	62033	9/16/26
HARPER COUNTY CORE	2026 DONATION		1,500.00	62035	9/16/26
HARPER COUNTY SOLID WASTE	406 S MADISON WASTE		19.60	62036	9/16/26
HAZEL'S SHEET METAL INC	HALL LIQUID ALIVE		323.24	62038	9/16/26
HOME LUMBER & SUPPLY INC	HALL MEN/WOMEN BATHROOM		568.44	62039	9/16/26
HOSPITAL DIST 6 OF HARPER CO	PD PREEMPLOYEEMENT PHYSICAL		45.00	62040	9/16/26
GREAT-WEST FINANCIAL	PR 09/08/2026		549.66	12499613	9/15/26
WESLEY C. JONES, PHD	OFFICER EVALUATON-MCCRIGHT		350.00	62042	9/16/26
JUSTICE BATTERY CO.	WEEDEATER STRING/BLADES/BLOWER		851.95	62043	9/16/26
KPERS	PR 09/08/2026		3,730.37	12499615	9/15/26
KANSAS DEPT OF AGRICULTURE	PD ANIMAL SHELTER		335.00	62044	9/16/26
CYNDRA KASTENS	AUDIT PREP		542.30	62045	9/16/26
KHP TROOP F HEADQUARTERS	VIN FORMS		200.00	62046	9/16/26
KANSAS PAYMENT CENTER	PR 9/8/2026		253.84	12499610	9/15/26
KANSAS STATE TREASURER	UNCLAIMED PROPERTIES-BERRYMAN	21.18		62047	9/16/26
KANSAS STATE TREASURER	AUG'S COURT FEES	47.00	68.18	12499605	9/15/26
KONE INC	HALL ELEV MAIN CONTRACT		485.07	12499599	9/15/26
KS DEPT OF REV-WITHHOLDING	PR 09/08/2026		903.71	12499611	9/15/26
NAPA AUTO PARTS ANTHONY	#81 OIL/BRAKE PAD.AIR FILTER		362.39	62049	9/16/26
PHIL'S REPAIR	CAR WASH		62.00	62050	9/16/26
JOHN DEERE FINANCIAL	FIRE PUMP AIR FILTER		43.36	62052	9/16/26
RICKE'S HOME CENTER, LLC	SHOP TOOL BOX/CANOPY		43.92	62053	9/16/26
SOUTH CENTRAL WIRELESS	PHONE/INTERNET		306.81	62055	9/16/26
COMPLIANCE ONE	AUG'S MONTHLY CONTRACT & PD NE		93.90	62057	9/16/26
TERMINIX PROCESSING CENTER	PD PEST CONTROL		287.27	62059	9/16/26
VISA	POSITIVE PROMOTION-FIRE SAFETY	460.59		12499619	9/15/26
VISA	LEDEZMA HOTEL	1,136.61	1,597.20	12499620	9/15/26
US BANK VOYAGER FLEET SYS	GAS/DIESEL		3,204.51	62061	9/16/26
WHITE STAR MACHINERY & SUPPLY	#66 LEFT JOY STICK		343.62	62063	9/16/26
WYATT TRASH SERVICE INC	AUGUST		276.00	62064	9/16/26

01 GENERAL OPERATING TOTAL 37,360.76

WATER					
NATHAN J WERTH	MONTHLY NETWORK LABOR		455.49	62018	9/16/26
AFLAC	AUG'S BILL DUE 9/15/26		166.90	12499607	9/15/26
ALERT 360	SURVEILLANCE OF SHOP		14.99	12499617	9/15/26

CLAIMS REPORT
Check Range: 8/01/2026- 9/16/2026

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
AMAZON CAPITAL SERVICES	#47 SOLENOID		39.46	12499600	9/15/26
ANSWER PRO	AUG 1-28, 2026		122.94	12499618	9/15/26
ANTHONY FARMERS COOP	FUEL		570.96	62020	9/16/26
ATMOS ENERGY	NATURAL GAS		261.84	62022	9/16/26
BILL'S GENERAL REPAIR LLC	#37? BLADES		69.00	62024	9/16/26
BOMGAARS SUPPLY, INC	TOOL BOX/MILWAUKEE SET.SOLAR		1,160.55	62025	9/16/26
REZPLOT SYSTEM LLC	CAMPSPOT/MARKETPLACE		1,110.65	12499595	8/31/26
CASH	EXTEND CASH IN DRAWER/REPLENIS		60.00	62026	9/16/26
CORE & MAIN LP	PVC METER TILE/METER LIDS.COUP		4,200.94	62027	9/16/26
ELECTRAFORM EQUIPMENT LP	#61 & #75 BLADES		219.88	12499602	9/15/26
IRS	PR 09/08/2026		2,132.09	12499612	9/15/26
FOLEY INDUSTRIES	#15 PARTS		409.56	62030	9/16/26
GALAXIE BUSINESS EQUIPMENT INC	COPIER CONTRACT		21.54	62031	9/16/26
GENE'S HEARTLAND GOODS	PIONEER FEED/ICE/WATER/PLATES		192.18	62033	9/16/26
HARPER COUNTY HEALTH DEPT	COURIER		25.00	62037	9/16/26
HOME LUMBER & SUPPLY INC	MARKERS/BIT SET/SCREWDRIVER		63.79	62039	9/16/26
GREAT-WEST FINANCIAL	PR 09/08/2026		92.38	12499613	9/15/26
ITRON, INC	WA ERTS		1,936.05	62041	9/16/26
KPERS	PR 09/08/2026		1,492.41	12499615	9/15/26
CYNDRA KASTENS	AUDIT PREP		542.30	62045	9/16/26
KANSAS ONE-CALL SYSTEM, INC.	AUGUST		44.56	12499598	9/15/26
KANSAS PAYMENT CENTER	PR 9/8/2026		35.08	12499610	9/15/26
KS DEPT OF REV-WITHHOLDING	PR 09/08/2026		355.21	12499611	9/15/26
MANHATTANLIFE ASSURANCE COMP	CANCER INS		22.57	12499616	9/15/26
NAPA AUTO PARTS ANTHONY	#20 A/C #63 SPARK PLUG/FAN CLU		552.93	62049	9/16/26
NUVEI	OFFICE CC FEES		6.65	12499606	9/15/26
PITNEY BOWES INC	INK		33.97	12499608	9/15/26
PHIL'S REPAIR	CAR WASH		8.00	62050	9/16/26
POSTMASTER	POSTAGE FOR BILLS DUE ON 10/12		150.00	62051	9/16/26
JOHN DEERE FINANCIAL	#63 SICKLE TEETH		57.25	62052	9/16/26
RICKE'S HOME CENTER, LLC	SHOP TOOL BOX/CANOPY		43.92	62053	9/16/26
RURAL WATER DISTRICT #2	CAMPGROUNDS LAKE		339.36	12499609	9/15/26
SOUTH CENTRAL WIRELESS	PHONE/INTERNET		221.42	62055	9/16/26
COMPLIANCE ONE	AUG'S MONTHLY CONTRACT		6.20	62057	9/16/26
GARY TAYLOR	MONTHLY CONTRACT		1,315.58	62058	9/16/26
VISA	PIONEER FEED PIZZA	236.29		12499619	9/15/26
VISA	ZOOM	9.08	245.37	12499620	9/15/26
US BANK VOYAGER FLEET SYS	GAS/DIESEL		1,535.50	62061	9/16/26
WATER WISE ENTERPRISES	SODIUM HYPOCHLORITE		1,330.00	62062	9/16/26
WHITE STAR MACHINERY & SUPPLY	#66 LEFT JOY STICK		343.62	62063	9/16/26
WYATT TRASH SERVICE INC	AUGUST		187.50	62064	9/16/26

02 WATER TOTAL 22,195.59

ELECTRIC					
NATHAN J WERTH	MONTHLY NETWORK LABOR		817.69	62018	9/16/26
AEROMET ENGINEERING INC	TATE & BRAD SMOKE SCHOOL		550.00	62019	9/16/26
AFLAC	AUG'S BILL DUE 9/15/26		343.29	12499607	9/15/26
ALERT 360	SURVEILLANCE OF SHOP		14.99	12499617	9/15/26
ANSWER PRO	AUG 1-28, 2026		122.93	12499618	9/15/26
ANTHONY FARMERS COOP	#1 OIL/WASHERS/NUTS		147.18	62020	9/16/26
ATMOS ENERGY	NATURAL GAS		635.94	62022	9/16/26
THE ANTENNA FARM	ANTENNA/ADAPTER		93.50	62023	9/16/26
BILL'S GENERAL REPAIR LLC	#37? BLADES		63.00	62024	9/16/26

CLAIMS REPORT
Check Range: 8/01/2026- 9/16/2026

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
BOMGAARS SUPPLY, INC	HOSES/WIPER FLUID		75.42	62025	9/16/26
CASH	EXTEND CASH IN DRAWER/REPLENIS		60.00	62026	9/16/26
IRS	PR 09/08/2026		5,657.30	12499612	9/15/26
GALAXIE BUSINESS EQUIPMENT INC	COPIER CONTRACT		21.54	62031	9/16/26
GENE'S HEARTLAND GOODS	PIONEER FEED/ICE/WATER/PLATES		184.75	62033	9/16/26
GRAINGER	ELECTRONIC TIMER		319.14	62034	9/16/26
GREAT-WEST FINANCIAL	PR 09/08/2026		497.01	12499613	9/15/26
KPERS	PR 09/08/2026		3,939.53	12499615	9/15/26
CYNDRA KASTENS	AUDIT PREP		542.30	62045	9/16/26
KANSAS ONE-CALL SYSTEM, INC.	AUGUST		44.55	12499598	9/15/26
KANSAS PAYMENT CENTER	PR 9/8/2026		68.31	12499610	9/15/26
KMEA EMP2 OPERATING ACCOUNT	PURCHASES PWR		3,435.00	12499603	9/15/26
BORDER STATES INDUSTRIES, INC	STOCK-WIRE/CLAMPS/BREAKER/LUGS		3,052.24	62048	9/16/26
KS DEPT OF REV-WITHHOLDING	PR 09/08/2026		992.87	12499611	9/15/26
MANHATTANLIFE ASSURANCE COMP	CANCER INS		33.88	12499616	9/15/26
NAPA AUTO PARTS ANTHONY	#4 FUEL CLEANER/#3 OIL/#20 AC		955.42	62049	9/16/26
NUVEI	OFFICE CC FEES		6.65	12499606	9/15/26
PITNEY BOWES INC	INK		67.93	12499608	9/15/26
PHIL'S REPAIR	CAR WASH		41.25	62050	9/16/26
POSTMASTER	POSTAGE FOR BILLS DUE ON 10/12		300.00	62051	9/16/26
RICKE'S HOME CENTER, LLC	SHOP TOOL BOX/CANOPY		43.92	62053	9/16/26
SOUTH CENTRAL WIRELESS	PHONE/INTERNET		382.58	62055	9/16/26
COMPLIANCE ONE	AUG'S MONTHLY CONTRACT		6.20	62057	9/16/26
VISA	PIONEER FEED PIZZA	351.51		12499619	9/15/26
VISA	ZOOM	9.09	360.60	12499620	9/15/26
US BANK VOYAGER FLEET SYS	GAS/DIESEL		1,648.39	62061	9/16/26
WHITE STAR MACHINERY & SUPPLY	#66 LEFT JOY STICK		343.62	62063	9/16/26
WYATT TRASH SERVICE INC	AUGUST		132.50	62064	9/16/26
03 ELECTRIC TOTAL			26,001.42		
SEWAGE DISPOSAL					
NATHAN J WERTH	MONTHLY NETWORK LABOR		455.51	62018	9/16/26
AFLAC	AUG'S BILL DUE 9/15/26		49.02	12499607	9/15/26
ALERT 360	SURVEILLANCE OF SHOP		14.98	12499617	9/15/26
AMAZON CAPITAL SERVICES	#47 SOLENOID		26.31	12499600	9/15/26
ANTHONY FARMERS COOP	#80 TIRE/TOELS/DSL FLUID		36.82	62020	9/16/26
ATMOS ENERGY	NATURAL GAS		106.38	62022	9/16/26
BOMGAARS SUPPLY, INC	MILWAUKEE BRUSH TOOL/TOOL BOX		518.16	62025	9/16/26
CASH	EXTEND CASH IN DRAWER/REPLENIS		60.00	62026	9/16/26
ELECTRAFORM EQUIPMENT LP	#61 & #75 BLADES		146.58	12499602	9/15/26
IRS	PR 09/08/2026		1,310.44	12499612	9/15/26
FOLEY INDUSTRIES	#15 PARTS		276.04	62030	9/16/26
GALAXIE BUSINESS EQUIPMENT INC	COPIER CONTRACT		21.53	62031	9/16/26
GENE'S HEARTLAND GOODS	TP/WATER/CLEANING 02333040		319.50	62033	9/16/26
HAZEL'S SHEET METAL INC	SW PLANT A/C		310.11	62038	9/16/26
HOME LUMBER & SUPPLY INC	POST/BATTERIES/BIT SET/SCREWS		377.08	62039	9/16/26
GREAT-WEST FINANCIAL	PR 09/08/2026		69.01	12499613	9/15/26
KPERS	PR 09/08/2026		874.63	12499615	9/15/26
CYNDRA KASTENS	AUDIT PREP		542.30	62045	9/16/26
KANSAS PAYMENT CENTER	PR 9/8/2026		35.08	12499610	9/15/26
KS DEPT OF REV-WITHHOLDING	PR 09/08/2026		203.23	12499611	9/15/26
MANHATTANLIFE ASSURANCE COMP	CANCER INS		9.94	12499616	9/15/26
NAPA AUTO PARTS ANTHONY	#47 AIR FILTER/WELDABEL STEEL		201.97	62049	9/16/26

CLAIMS REPORT

Check Range: 8/01/2026- 9/16/2026

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
NUVEI	OFFICE CC FEES		6.65	12499606	9/15/26
PITNEY BOWES INC	INK		33.96	12499608	9/15/26
POSTMASTER	POSTAGE FOR BILLS DUE ON 10/12		150.00	62051	9/16/26
RICKE'S HOME CENTER, LLC	SHOP TOOL BOX/CANOPY		43.91	62053	9/16/26
COMPLIANCE ONE	AUG'S MONTHLY CONTRACT		6.20	62057	9/16/26
GARY TAYLOR	CERT OP FEES AUG MONTHLY CONT		250.00	62058	9/16/26
VISA	PIONEER FEED PIZZA		236.26	12499619	9/15/26
US BANK VOYAGER FLEET SYS	GAS/DIESEL		959.52	62061	9/16/26
WYATT TRASH SERVICE INC	AUGUST		60.00	62064	9/16/26

	05 SEWAGE DISPOSAL TOTAL		7,711.12		
ANTHONY LAND BANK					
MAISEY PRO	LANDBANK-WEBSITE PAGE		550.00	62056	9/16/26

	08 ANTHONY LAND BANK TOTAL		550.00		
AIRPORT					
AFLAC	AUG'S BILL DUE 9/15/26		2.90	12499607	9/15/26
ANTHONY FARMERS COOP	FUEL		10.08	62020	9/16/26
HEARTLAND MERCHANT	AIRPORT CC MACHINE		170.35	12499614	9/15/26
SOUTH CENTRAL WIRELESS	PHONE/INTERNET		43.84	62055	9/16/26
US BANK VOYAGER FLEET SYS	GAS/DIESEL		93.11	62061	9/16/26
WYATT TRASH SERVICE INC	AUGUST		30.00	62064	9/16/26

	12 AIRPORT TOTAL		350.28		
SERVICE DEPOSIT					
KANSAS STATE TREASURER	UNCLAIMED PROPERTIES-ENEIHEN		106.06	62047	9/16/26

	16 SERVICE DEPOSIT TOTAL		106.06		
RECREATION COMMISSION					
BOMGAARS SUPPLY, INC	PLUNGER/UMBRELLAS		168.54	62025	9/16/26
IRS	PR 09/08/2026		124.40	12499612	9/15/26
SOUTH CENTRAL WIRELESS	PHONE/INTERNET		36.41	62055	9/16/26
WYATT TRASH SERVICE INC	AUGUST		140.00	62064	9/16/26

	26 RECREATION COMMISSION TOTAL		469.35		
SPECIAL PARKS & RECREATIO					
WYATT TRASH SERVICE INC	AUGUST		23.10	62064	9/16/26

	32 SPECIAL PARKS & RECREATIO TOTAL		23.10		
EL UTIL S2017 REV BOND					
KMEA-MID STATES	SOLAR LABOR 2026	3,697.00		12499604	9/15/26
KMEA-MID STATES	SOLAR LABOR 2026	270.00	3,967.00	12499621	9/15/26

	41 EL UTIL S2017 REV BOND TOTAL		3,967.00		
MUNICIP FIGHT ADDICTION					
AMAZON CAPITAL SERVICES	NARCAN		2,657.60	12499596	9/15/26

CLAIMS REPORT
Check Range: 8/01/2026- 9/16/2026

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
61 MUNICIPAL FIGHT ADDICTION TOTAL			2,657.60		
ELECTRIC EQUIPMENT/REPLAC BORDER STATES INDUSTRIES, INC	SUNRISE 2ND LIGHTING		1,099.30	62048	9/16/26
83 ELECTRIC EQUIPMENT/REPLAC TOTAL			1,099.30		
Accounts Payable Total			102,491.58		

CLAIMS REPORT
CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
01	GENERAL OPERATING	37,360.76
02	WATER	22,195.59
03	ELECTRIC	26,001.42
05	SEWAGE DISPOSAL	7,711.12
08	ANTHONY LAND BANK	550.00
12	AIRPORT	350.28
16	SERVICE DEPOSIT	106.06
26	RECREATION COMMISSION	469.35
32	SPECIAL PARKS & RECREATIO	23.10
41	EL UTIL S2017 REV BOND	3,967.00
61	MUNICIP FIGHT ADDICTION	2,657.60
83	ELECTRIC EQUIPMENT/REPLAC	1,099.30

TOTAL FUNDS		102,491.58

Jamie Deviney

From: Brian Wilborn <brian.wilborn@bankoftheplains.com>
Sent: Monday, September 14, 2026 2:24 PM
To: Jamie Deviney
Cc: Shawna Jewett; Melinda Ewertz
Subject: RE: 5000001254/5000001262/5000001270/1031891295

*****This sender is from outside the organization!*****

Good afternoon Jamie and Melinda!

Bank of the Plain is submitting our bids for the renewal of the following CD's with you. We appreciate our continued relationship with the city, and hope that you will let us know if there is anything else we might be able to do for you.

Our preference is to continue with utilizing the IntraFi CDARS when we can, and would place these as you have described below given the Wednesday execution days.

We would offer the PMIB rates as our Annual Percentage Yield (APY) for both 6 and 12 month terms for any or all of these balances.

6 month = 3.97% APY

12 month = 4.27% APY

18 month = 3.99% APY

24 month = 3.99% APY

1254 – \$100,000 due on 9-18-26

1262 - \$35,000 due on 9-20-26

1270 - \$100,000 due on 9-22-26

CDARS 891285 - \$1,000,000 due on 9-24-26

Thank you,

Brian Wilborn
Executive Vice President /
Chief Financial Officer

Bank Of The Plains

1000 Adams
Great Bend, KS 67530
Office: 620-796-2370
Fax: 620-796-2367

www.bankoftheplains.com



Anthony Municipal Hall Rental Agreement

130 E. Main Street, Anthony, KS 67003

Item 10.

James Valentine

Renter Name: First Pentecostal Church of Anthony Renter Ph #: 620-842-7172

Event Description: Open Gym

Date(s) of event: Every Monday Start Time: 6p End Time: 8p

What area(s) are you renting? GYMNASIUM BASEMENT or BOTH Will there be alcohol at this event? YES NO
APPROVED PERMIT & FEE REQUIRED FOR ANY ALCOHOL

Will you be using the stage? YES NO Using the PA System? YES NO Using the Basement Kitchen? YES NO

To rent the Hall for an event, you must complete and sign this contract, pay the fees and deposit, then pick up the key with zipper pouch on the business day prior to your event. The zipper pouch contains the east door key and an End of Event Checklist which is required to be completed at the end of your event. Once completed, return the zipper pouch with the key and the signed completed checklist in the night drop box located at the city office, 124 S. Bluff in Anthony.

The fees and deposit must be paid with this signed contract to reserve your event date. Expenses for damage or incomplete cleaning after your event will be withheld from your cash deposit. Any damages or fees exceeding the amount of the cash deposit will be charged to you as the renter.

Any request to have the fees waived must be made to and approved by the City of Anthony Governing Body before your event date can be reserved. Please call the city office staff to request to be on the agenda to present your request at the next regular commission meeting; regular meetings are on the first and third Tuesday of each month at 6p.m.

If you need assistance during business hours (M-F 8-5) please call 620-842-5434; for after-hours assistance, call 620-842-2885. Please make adequate arrangements to coordinate picking up your key during business hours.

RULES:

- NO ALCOHOL MAY BE CONSUMED OR SERVED IN THE HALL WITHOUT THE APPROPRIATE, APPROVED PERMIT.
- Please do not allow people to be in the balcony area.
- Painter's tape may be used on walls, ceilings, and the floor, no other types of attachment may be used on any surface.
 - This means NO duct tape, scotch tape, packaging tape, nails, staples or tack may be used.
- Any type of crafting items such as glue, paint, or other potentially staining or damaging substances must not be used without prior approval from city staff and protective drop cloth/tarping in place.
- No candles or flammable lighting/luminary lighting are allowed to be used in the Hall.
- No sand, salt or wax may be used on the floors for dancing.
- Cookware and appliances can be used, and must be returned in clean, operational conditions as found.
 - Food items found in the basement, including packaging, condiments, ingredients, etc. are property of the senior meals program and not to be used by the renter.
- No pets are allowed inside the basement of the Hall.

CITY OF ANTHONY
ANTHONY, KANSAS

I understand the requested rental date for my event is not guaranteed until this Rental Agreement is completed, signed, and the deposit and rent fees are paid in full. I also understand I will be charged for any damage caused during my event that exceeds the amount of the cash deposit paid. As the renter, I agree to assume financial responsibility for my event and its potential damage and will protect this rented City property to the best of my ability. By signing, I agree to the rules and terms of this agreement and certify I am at least 18 years of age or older.

Renter's Signature James Valentine Printed Name James Valentine Date 09/18/2026

Renter's Address 630 N. Penn. City, State Anthony, KS Zip 67003

HALL RENTAL FEES & DEPOSIT

Item 10.

A cash deposit is required from each renter for their event at the Hall. This deposit is refundable **IF** the Hall is left without damage or need for additional cleaning; this will be determined after inspection by city staff on the next business day after your event. The cash deposit for the basement area is \$100.00. The cash deposit for the gym is \$100.00 for a non-dance event, and \$200.00 for a dance event. Be sure to complete a pre and post event walkthrough and document any findings from both inspections.

Rental fees for the Hall gymnasium and basement are assessed in hourly increments at \$20/hour for each area. For a long event where time is needed for set-up before the event, and time for the take-down of decorations, cleaning, etc., the rental fee is \$250.00 for the entire day.

If your event will have alcohol, whether served or B.Y.O.B (bring your own beverage), this requires an additional permit application that must be approved by the City of Anthony governing body and/or the City of Anthony Chief of Police prior to your event. An additional fee of \$75.00 for this permit is required once approved. Please allow adequate time to submit your application for approval at least 45 days prior to your event to be presented at a regular city commission meeting.

HALL RENTAL RESERVATION CHECKLIST – All must be completed as required before your reservation is booked.

- Complete and signed Hall Rental Agreement submitted
- Fees and deposit paid – date paid/waived: _____
- If requesting waived fees, the date of the regular commission meeting you will make your request at: 9-15-26
- Alcohol permit application complete and signed? **YES NO n/a**
 - Date of regular commission meeting to be reviewed for approval: _____
- Date you will pick up your Hall key: _____

YOUR EVENT FEES DUE (\$20/hr per area, or \$250.00/day):

GYMNASIUM AREA	# of hours <u>2</u>	fees \$ <u>40</u>
BASEMENT AREA	# of hours _____	fees \$ _____
Deposit Non-dance Event (\$100 per area)	deposit amount \$ _____	
Deposit Dance Event (\$200)	deposit amount \$ _____	
Alcohol Permit Fee (\$75.00)	permit fee \$ _____	
Total Fees Due:		\$ _____

Official Use Only

Deposit Received: Date _____ Amount: \$ _____ **CASH ONLY**

Fees Paid: Date _____ Amount: \$ _____ Cash/Check/Card: _____

Alcohol Permit Approved? Approved? **YES NO N/A** Alcohol Permit Fee Paid: **YES NO N/A**

NON- EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT
TRANSACTION BROKERAGE AGREEMENT
~~(RESIDENTIAL ONE TO FOUR UNITS)~~

This agreement between the undersigned SELLER and BROKER for the property known as _____
_____ is ^{NON-}EXCLUSIVE AND IRREVOCABLE for a period
beginning _____ and ending _____ inclusive. The property is
offered for sale for the sum of \$ _____ on terms agreeable to SELLER.

BROKER agrees to act as a transaction broker and will not be an agent or advocate of SELLER or buyer.

- BROKER shall** exercise reasonable skill and care, including but not limited to:
- presenting all offers and counteroffers in a timely manner even when the property is subject to a contract of sale;
 - accounting in a timely manner for all money and property received;
 - keeping the parties fully informed regarding the transaction;
 - assisting the parties in complying with the terms and conditions of any contract including closing the transaction; and
 - disclosing to all prospective buyers all adverse material facts actually known by the transaction broker.

BROKER shall advise the parties regarding the transaction and suggest that such parties obtain expert advice as to material matters about which the BROKER knows but the specifics of which are beyond the expertise of the BROKER. When the parties have been so advised, no cause of action for any person shall arise against the BROKER pertaining to such material matters.

BROKER shall disclose to Buyer and SELLER facts known by BROKER, related to the physical condition of the property, which are omitted from or contradict information included in a written report that has been prepared by a qualified third party and provided to a buyer or SELLER.

BROKER shall disclose to the SELLER all adverse material facts actually known by the BROKER about the buyer, including but not limited to material facts concerning the buyer's financial ability to perform the terms of the transaction. BROKER shall disclose to all prospective buyers any material limitation on the SELLER'S ability to perform under the terms of the agreement.

BROKER shall comply with all requirements of the Kansas Brokerage Relationships in Real Estate Transactions Act, K.S.A. 58-30,101 et seq., and comply with any applicable federal, state and local laws, rules and regulations and ordinances.

- BROKER shall** not disclose the following information without the consent of all parties to the transaction:
- That a buyer is willing to pay more than the purchase price offered for the property;
 - that a seller is willing to accept less than the asking price for the property;
 - what the motivating factors are for any party buying or selling the property;
 - that a seller or buyer will agree to financing terms other than those offered; or
 - any information or personal confidences about a party to the transaction which might place the other party at an advantage over the party unless the disclosure is required by law or failure to disclose such information would constitute fraudulent misrepresentation.

SELLER'S INITIALS AND DATE
() _____
() _____

BROKER owes no duty to conduct an independent inspection of the property for the benefit of any party to the transaction, independently verify the accuracy or completeness of statements made by the SELLER, buyer or qualified third party inspectors, or conduct an independent investigation of the buyer's financial condition.

SELLER agrees to pay the BROKER a brokerage fee of 3% of Sales Price if the broker, ~~seller or any other person or entity~~ produces a purchaser in accordance with the terms specified in the agreement ~~or if the property is sold during the term of the listing agreement to anyone other than specifically exempted persons or entities.~~

SELLER agrees that BROKER may:	Offer cooperation to buyer's agents	☐ yes	☒ no
	Offer compensation to buyer's agents	☐ yes	☒ no
	Offer cooperation to transaction brokers	☐ yes	☒ no
	Offer compensation to transaction brokers	☐ yes	☒ no

SELLER understands that BROKER may show alternative properties not owned by SELLER to prospective buyers, may list competing properties for sale without breaching any duty or obligation to SELLER, and may serve as a single agent or subagent for the same or for different parties in other real estate transactions.

~~**SELLER authorizes** the BROKER to place a "For Sale" sign on the property.~~

ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the parties. Modifications of any term in this agreement shall be in writing and signed by both parties.

Additional provisions: _____

This is a legally binding agreement. If not understood, seek legal advice. SELLER hereby certifies that he/she has received a copy of this agreement.

HOWES & JEFFERIES REALTORS

BROKERAGE NAME _____

by: _____

SIGNATURE FOR BROKERAGE _____ DATE _____

E-MAIL ADDRESS _____

TELEPHONE NUMBER _____

SELLER _____ DATE _____

City of Anthony _____

SELLER _____ DATE _____

E-MAIL ADDRESS _____

TELEPHONE NUMBER _____

This form is approved by the Kansas Real Estate Commission on April 18, 2017, to be provided to brokers as a sample form of a transaction brokerage agreement with a seller. Brokers may modify the form for commercial or leasing transactions. The form may also be modified to a nonexclusive listing agreement or to add, or delete paragraphs as long as the modifications do not conflict with the requirements of the Brokerage Relationships in Real Estate Transactions Act (BRRETA), K.S.A. 58-30,101 *et seq.*

Real Estate Brokerage Relationships

Kansas law requires real estate licensees to provide the following information about brokerage relationships to prospective sellers and buyers at the first practical opportunity. This brochure is provided for informational purposes and does not create an obligation to use the broker's services.

Types of Brokerage Relationships: A real estate licensee may work with a buyer or seller as a seller's agent, buyer's agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the seller and buyer must be included in any contract for sale and in any lot reservation agreement.

Seller's Agent: The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent. In order to function as a seller's agent, the broker must enter into a written agreement to represent the seller. Under a seller agency agreement, all licensees at the brokerage are seller's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a seller's agent and the supervising broker of the designated agent functions as a transaction broker.

Buyer's Agent: The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent. In order to function as a buyer's agent, the broker must enter into a written agreement to represent the buyer. Under a buyer agency agreement, all licensees at the brokerage are buyer's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a buyer's agent and the supervising broker of the designated agent functions as a transaction broker.

A Transaction Broker is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

Duties and Obligations: Agents and transaction brokers have duties and obligations under K.S.A. 58-30,106, 58-30,107, and 58-30,113, and amendments thereto. A summary of those duties are:

An Agent, either seller's agent or buyer's agent, is responsible for performing the following duties:

- promoting the interests of the client with the utmost good faith, loyalty, and fidelity
- protecting the clients confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the client to obtain expert advice
- accounting for all money and property received
- disclosing to the client all adverse material facts actually known by the agent
- disclosing to the other party all adverse material facts actually known by the agent

The transaction broker is responsible for performing the following duties:

- protecting the confidences of both parties
- exercising reasonable skill and care
- presenting all offers in a timely manner
- advising the parties regarding the transaction
- suggesting that the parties obtain expert advice
- accounting for all money and property received
- keeping the parties fully informed
- assisting the parties in closing the transaction
- disclosing to the parties all adverse material facts actually known by the transaction broker

Agents and Transaction Brokers have no duty to:

- conduct an independent inspection of the property for the benefit of any party
- conduct an independent investigation of the buyer's financial condition
- independently verify the accuracy or completeness of statements made by the seller, buyer, or any qualified third party.

General Information: Each real estate office has a supervising broker or branch broker who is responsible for the office and the affiliated licensees assigned to the office. Below are the names of the licensee providing this brochure, the supervising/branch broker, and the real estate company.

Licensee

HOWES & JEFFERIES REALTORS

Real estate company name approved by the commission

Supervising/branch broker

Buyer/Seller Acknowledgement (not required)

REAL ESTATE PURCHASE AGREEMENT

CASEY'S RETAIL COMPANY
One Convenience Boulevard S.E.
Ankeny, IA 50021

THIS IS A LEGALLY BINDING CONTRACT: IF NOT UNDERSTOOD, SEEK LEGAL ADVICE!

This Purchase Agreement (the "Agreement") made this _____ day of _____, 2026, which is the date this Agreement is executed by the last of the parties (the "Effective Date,"), between Casey's Retail Company ("Buyer"), and City of Anthony, Kansas ("Seller"). Buyer agrees to buy, and Seller agrees to sell, that certain real estate (the "Property") located in or near the Town of Anthony, Harper County, Kansas, described on Exhibit "A", the street address or location of which is West Spring Street, Anthony, Harper County, Kansas, Parcel No. 1362304005001040, and which has a lot size of approximately .34 acres and as depicted on Exhibit "A-1", exclusive of highway right-of-way, **together with** any easements and appurtenant servient estates, and free from all liens and encumbrances, **subject to** Permitted Exceptions (as defined in this Agreement). The terms and conditions of the sale are as follows:

1. **Purchase Price.** The purchase price shall be Twenty Thousand Dollars (\$20,000.00) (the "Purchase Price"), payable as follows:

- A. The sum of Two Thousand Five Hundred Dollars (\$2,500.00) (the "Earnest Money") shall be paid as a down payment, which shall be payable to Buyer or Seller upon the terms as set forth herein. The Earnest Money shall be made payable to Kansas Secured Title (the "Title Company").
- B. The entire balance of the Purchase Price remaining after the Earnest Money payment has been made shall be paid in full at Closing upon delivery of a warranty deed duly executed and in proper form and conveying full marketable title to the Property.

2. **Contingencies.** The obligations of Buyer under this Agreement are contingent upon full satisfaction of each of the following requirements prior to Closing (individually "Contingency" and, collectively, "Contingencies"), any and all of which may be waived in whole, or in part, by Buyer:

- A. **Contingency Period.** The following Contingencies are to be satisfied within two hundred seventy (270) days of the Effective Date (the "Contingency Period"). During the Contingency Period, Buyer may terminate this Agreement for any reason, or no reason, upon notice of termination to Seller. In the event of termination as aforesaid, unless otherwise provided herein, the Earnest Money shall be returned to Buyer and there shall be no further liabilities or obligations on the part of either party to the other under this Agreement. Without limitation of the foregoing, during the Contingency Period, Buyer intends to perform the following:

- (i) Buyer confirming that: (a) adequate utility services are available at no additional cost to Buyer, with the exception of typical connection or tap fees; (b) adequate access is available to the Property to support a Casey's convenience store; (c) the Property and the groundwater therein are not contaminated with any hazardous substance or material; and (d) the soil and drainage of the Property are appropriate for Buyer's intended use of the Property without the need for excessive grading, fill or earth removal, or extraordinary retaining walls, footings or pilings.
- (ii) Buyer obtaining from the appropriate authority, or authorities, all permits necessary to build and operate a Casey's convenience store with adequate signage in accordance with Buyer's plan for development of the Property which sells motor fuel, groceries, packaged alcohol, and prepared carry-out foods ("Permits"). Permits shall include, but not be limited to: (a) a suitable building permit; (b) permits for more than one suitable access to and from public highways, as needed, but no less than one (1) full access on Highway 2/West Main Street and one (1) full access on North State Road 14; (c) site plan approval (with conditional use approval, if required); (d) permits for adequate signage; (e) rezoning approval, if required; and, (f) authority or permits, as needed, for waste disposal and utility services. All permits shall be to the satisfaction of Buyer, including acceptable design, color scheme, and financial acceptability, at Buyer's sole discretion, and in accordance with Buyer's prototypical convenience stores.

B. Extension of Contingency Period. Buyer shall have the right to extend the Contingency Period for one additional ninety (90) day period.

C. Expiration of the Contingency Period. In the event that the Contingency Period has expired and Buyer has not waived the Contingencies or terminated this Agreement, then at any time thereafter Seller may, by written notice to Buyer, cancel and terminate this Agreement, unless Buyer within ten (10) days of such notification waives the Contingencies in writing and elects to proceed to Closing. In the event that this Agreement is terminated by Seller as permitted by this section, then upon such termination, neither party shall retain any rights or obligations under this Agreement, and the Earnest Money shall be delivered to Seller.

3. Closing Date and Possession. Provided all Contingencies and conditions to which this Agreement is subject have been satisfied in full, or waived in writing, by Buyer, the parties shall close this transaction: (A) ten (10) business days after expiration of the Contingency Period; or (B) on such earlier date agreed to in writing by the parties (the "Closing Date"). Possession of the Property shall be delivered to Buyer on the Closing Date. Unless otherwise agreed to by the parties, Buyer shall be entitled to full and exclusive possession of the Property as of the Closing Date, and the Property shall be delivered to Buyer vacant with all personal property and trash removed, and free of any tenants or tenancies.

4. Closing Documents and Closing Costs. Upon payment of the Purchase Price, Seller shall convey the Property to Buyer, or its assignees, by warranty deed, free and clear of all liens,

restrictions, and encumbrances, except as otherwise provided in this Agreement. Buyer and Seller agree that any other documents as may be legally necessary or appropriate to carry out the terms of this Agreement shall be executed and delivered by the appropriate party at Closing. The closing costs of the Title Company will be equally split between the parties, and the remaining closing charges will be prorated pursuant to local real estate customs. Seller agrees it will make available to Buyer any payments, fees, disbursements, payoffs, etc. as set forth on Seller's portion of the closing statement.

5. **Real Estate Taxes.** Seller shall pay all real estate taxes assessed against the Property which would be delinquent if not paid on or before the Closing Date, and any unpaid real estate taxes payable in prior years. Unpaid taxes assessed, but not delinquent as of the Closing Date, shall be pro-rated between Seller and Buyer based on the prevailing practice in the state where the Property is located. Any proration of taxes on the Property shall be based upon the taxes for the year currently payable, unless the parties provide otherwise in this Agreement. Buyer shall pay all subsequent real estate taxes. Seller shall pay all special assessments which are a lien on the Property as of the Closing Date. All other special assessments shall be paid by Buyer.

6. **Title Evidence.** Seller shall provide evidence of title to Buyer as follows:

- A. **Title Insurance.** Buyer will order a title commitment from the Title Company for an owner's title insurance policy insuring title to the Property for an amount equal to the Purchase Price. Upon receipt of the title commitment and survey of the Property, Buyer shall have a reasonable time to submit written title objections (along with a copy of the title commitment and survey), if any, to Seller. Mandatory Cure Items (as defined in this Agreement) shall be deemed title objections regardless of whether they are submitted by Buyer. Upon receipt of any written title objections, Seller, at Seller's expense, shall have a reasonable time to correct any title objections or deficiencies which may be found to exist and to satisfy all requirements of the title commitment. Any title issues shown in the title commitment not objected to by Buyer, and not a Mandatory Cure Item, shall be deemed Permitted Exceptions. If, after making reasonable efforts, Seller is unable to correct the title objections, Buyer shall have the option to either (i) accept the Property subject to the uncorrected title objections, which shall then become Permitted Exceptions; or (ii) declare this Agreement null and void, in which case Buyer shall be refunded the Earnest Money promptly upon demand.
- B. **Mandatory Cure Items.** Seller shall be obligated to take all steps, spend all necessary funds, institute and prosecute any action or proceeding, and otherwise take any and all steps and measures to cure or remove the following defects of title (the "Mandatory Cure Items"): (i) liens securing a mortgage, deed of trust or trust deed entered into by Seller; (ii) any lien, encumbrance, covenant, easement or restriction arising as a result of, due to, or because of, any willful or intentional act of Seller, which act or omission occurs after the Effective Date, unless otherwise approved by Buyer; (iii) judgment liens, tax liens or broker's liens against Seller; and (iv) any mechanic's liens which are based upon a written agreement between the claimant and Seller. Prior to Closing, Seller shall cause such Mandatory Cure

Items to be cured, removed from the title evidence, or otherwise insured over by the Title Company in a manner reasonably acceptable to Buyer. Notwithstanding anything to the contrary set forth herein, if, prior to Closing, Seller fails to so cure or remove all Mandatory Cure Items, then Buyer may either: (i) terminate this Agreement by written notice to Seller, in which event the Earnest Money will be refunded to Buyer promptly upon demand; or (ii) elect to proceed to Close with title to the Property as it then is, with the right to deduct from the Purchase Price a sum equal to the aggregate amount necessary to cure or remove (by endorsement or otherwise) the Mandatory Cure Items.

7. **Platting, Seller Cooperation.** If Buyer is purchasing less than all of Seller's property and/or a subdivision or plat is required for the conveyance of the Property to Buyer, Buyer may, at Buyer's sole cost and expense, prepare a subdivision map or plat of the Property ("Subdivision Plat") and obtain any and all approvals necessary for recording of the Subdivision Plat. Seller shall cooperate with Buyer in any manner reasonably necessary for Buyer to obtain approvals necessary for the Subdivision Plat. The Subdivision Plat shall be recorded no later than immediately prior to the deed at Closing. In the event any of the Property or surrounding property is required to be dedicated to the public as part of the Subdivision Plat approval, Seller shall reasonably cooperate with Buyer to dedicate any such property at no cost to Buyer.

8. **Risk of Loss.** All risk of loss shall remain with Seller until possession of the Property is delivered to Buyer.

9. **Fixtures. Intentionally omitted.**

10. **Casualty and Condemnation.** Seller will give Buyer immediate written notice of any damage to the Property by reason of (i) fire or other casualty occurring prior to Closing, (ii) any actual or threatened condemnation of all or any part of the Property prior to Closing, or (iii) any other act which occurs prior to Closing which has the effect of interrupting the normal and customary operations of the business transacted on the Property, if applicable. In the event of such a casualty or condemnation, Buyer may terminate this Agreement by written notice to Seller and, in such event, no party shall have any further rights, obligations or liabilities under this Agreement, except that the Earnest Money, including any portion thereof has purportedly become non-refundable, shall be returned to Buyer. If not so terminated, Buyer shall have the right to receive, at the time of Closing, an amount equal to the insurance payment or condemnation award received by Seller for repair or replacement of the damaged or condemned asset.

11. **Assignment.** The parties shall not, prior to Closing, sell, assign, or transfer this Agreement, or any interest in this Agreement, or any interest in the Property, without the prior written consent of the other party, except that Buyer may assign its interest in this Agreement, and any interest in the Property, to an affiliated entity of Buyer.

12. **Remedies of the Parties.**

A. In the event Buyer shall be in breach or violation of, or shall fail or refuse to perform its obligations under, this Agreement, the Earnest Money shall be forwarded by the Title Company to Seller on demand, which is hereby agreed to be adequate

liquidated damages for Buyer's default hereunder, and Seller shall have no other rights or remedies. The parties acknowledge that the Earnest Money represents a reasonable effort to ascertain the damages to Seller in the event of a Buyer default, which damages are difficult or impossible to quantify.

- B. In the event Seller shall be in breach or violation of, or shall fail or refuse to perform, its obligations under this Agreement, Buyer shall be entitled to utilize any and all remedies available at law or in equity for breach of this Agreement, including an action for specific performance.

13. **Broker's Commission.** Seller has agreed to pay a commission to Howes and Jefferies pursuant to a separate agreement. Buyer and Seller each warrant to the other that there are no other claims for brokerage commissions or finder's fees in connection with the sale of the Property or execution of this Purchase Agreement. Buyer and Seller each agree to indemnify, defend, and hold the other party harmless from all liabilities arising from claims for all other commissions and finder's fees, including reasonable attorney fees and legal costs incurred. The provisions of this paragraph shall survive Closing.

14. **Notices.** All notices under this Agreement must be in writing and delivered by email or by nationally recognized overnight courier to the addresses set forth below. Notices are effective upon receipt.

If to Buyer: Casey's Retail Company
Attn: Real Estate Department
One SE Convenience Blvd.
Ankeny, Iowa 50021
realestate@caseys.com

If to Seller: City of Anthony, KS
Melinda Ewertz, City Administrator
124 S. Bluff South
PO Box 504
Anthony, KS 67003
cityadmin@anthonykansas.org

15. **Binding Effect.** This Agreement shall be binding upon the undersigned, their heirs, legal representatives, successors and assigns, according to the terms hereof.

16. **Time of the Essence and Computing Time.** Time is of the essence in this Agreement. If any end dates set forth herein land on a Saturday, Sunday, or legal holiday, the deadline shall automatically be extended to the next business day.

17. **Construction.** In the construction of this Agreement, use of the singular shall include the plural, use of the plural shall include the singular, and the use of the neuter or any gender identifying words and phrases, shall be deemed to include either or both genders, according to context.

18. **Exclusive Agreement.** Buyer and Seller agree that all understandings and agreements between them are merged in this Agreement, which alone fully and completely expresses their agreement, and that this Agreement is entered into after full investigation; neither Buyer nor Seller relying upon any statement or representation not embodied in this Agreement.

19. **Amendments.** This Agreement may not be changed orally, but only by agreement in writing, duly executed by, or on behalf of, the party(ies) against whom enforcement of any waiver, change, modification, consent, or discharge is sought.

20. **No Agreement Until Executed.** Irrespective of negotiations between the parties or the exchanging of drafts of this Agreement, this Agreement shall not constitute, or be deemed to evidence, a contract, agreement, arrangement, or understanding between the parties unless and until it is executed by all parties to this Agreement.

21. **Additional Provisions.** Any additional provisions to this Agreement are set forth on an attached addendum and are an integral part of this Agreement.

If Seller is unsure of the effect this transaction may have, Seller should seek the advice of an attorney before signing.

SELLER:

CITY OF ANTHONY, KANSAS

By: _____
Print Name: _____ (date)
Title: _____

By: _____
Print Name: _____ (date)
Title: _____

BUYER:

CASEY'S RETAIL COMPANY

By: _____
Kendra Meyer, authorized signatory (date)

EXHIBIT “A”**Legal Description**

[INSERT LEGAL DESCRIPTION]

Legal Description Subject to Refinement. The parties acknowledge that the legal description and approximate dimensions of the Property set forth in this Agreement may contain minor inaccuracies, may not be complete, or may lack definition which can only be provided through a survey. The parties agree that the legal description and dimensions of the Property shall be subject to refinement, correction, or completion, based on a plat or plat of survey made after the Effective Date of this Agreement, and/or further investigation of the title, before, as well as after, Closing of this transaction. This provision shall survive Closing.

EXHIBIT “A-1”

SITE DEPICTION



ADDENDUM TO PURCHASE AGREEMENT

This Addendum is an integral part of the Purchase Agreement between Buyer and Seller,
dated _____, 2026,

ADDITIONAL PROVISIONS:

22. **Adjacent Property**. The obligations of Buyer under this Agreement are contingent upon Buyer's contemporaneous closing on contracts necessary to acquire one or more properties at 801 West Main Street, Anthony, Kansas owned by McDonald's Real Estate Company.

SELLER:

CITY OF ANTHONY, KANSAS

By: _____
Print Name: _____ (date) _____
Title: _____

By: _____
Print Name: _____ (date) _____
Title: _____

BUYER:

CASEY'S RETAIL COMPANY

By: _____
Kendra Meyer, authorized signatory (date) _____

AUTHORIZATION TO CONDUCT ENVIRONMENTAL AUDIT

TO: Whom it may concern:

The undersigned, City of Anthony, Kansas, being the owner of the property (the “Owner”) identified on Exhibit “A” to the Purchase Agreement between Owner and Casey’s Retail Company (“Buyer”), dated _____, 2026 (the “Property”), authorizes Casey’s General Stores, Inc., its subsidiaries, employees, agents, consultants and contractors, to conduct, at Buyer expense, a pre-purchase/lease environmental audit of the Property, which may include, but shall not be limited to, any or all of the following:

1. To enter upon the Property for the purpose of physically inspecting the land and any improvements to determine (A) whether any improvements contain asbestos, lead, poisons, or other hazardous substances; (B) to ascertain whether the Property have been subject to any use or uses that may have caused hazardous substances or other contaminants to be kept, used or transported on the Property; and, (C) to obtain samples from any buildings, improvements, or personal property found on the Property for purposes of analysis.
2. To review all records of the Owner relative to past uses and ownership of the Property and any evidence concerning the environmental history of the same, including evidence of previous environmental audits, tests, monitoring, or clean-up or remedial work performed at any time on the Property.
3. To enter upon the Property at any time or times, commencing immediately, for the purpose of obtaining samples from the land, including residual materials, and to cause tests of the soil and groundwater to be conducted to determine:
 - A. whether there is contamination from gasoline or other hydrocarbons, hazardous substances, or contaminants of any kind on the Property;
 - B. whether the Property have at any time been used as a dump site or landfill or contain waste or other fill material that is hazardous, unlawful, inappropriate to Buyer intended development of the Property, or requires removal or remediation of any kind; or
 - C. whether the land is safe, stable, well-drained and otherwise suitable for construction and operation of a convenience store with gasoline sale facilities; whether the soil will satisfactorily percolate if a septic system is in use; and, whether there are wells, septic tanks, drainage tiles, structures, cisterns, underground utility lines, or other underground structures on the Property.

4. To cause tests to be conducted of any and all fuel storage tanks, lines, equipment, and related facilities to determine if the same are tight, do not leak, and are functioning properly.

Buyer shall have the right to select the testing agency or firm to conduct any tests, and the laboratory or laboratories to analyze any samples taken. If tests result in the discovery of contamination by gasoline or other hydrocarbons, contaminants, or hazardous substances in excess of acceptable levels under applicable Federal or State laws and regulations or local ordinances or rules, then the undersigned Owner will hold Buyer harmless from any responsibility for clean-up, monitoring, remediation, further testing, reporting, or other procedures which may be indicated as necessary or required under the laws, regulations, and ordinances.

Any person, firm, agency, laboratory, consultant or expert conducting tests or analyzing test results shall be authorized to provide to Buyer written copies of any and all reports of test findings, including recommendations for correction or remediation, and to discuss with the employees, representatives, consultants and contractors of Buyer any test results and the impressions and opinions of the person, firm, agency or other professional concerning the nature and seriousness of any contamination or other problems indicated, and the probable cost and effectiveness of alternative corrective or remedial procedures. This authorization is given with the understanding that the undersigned Owner will be entitled to a copy of any reports of findings or test results, upon request. All boreholes from drilling operations will be appropriately filled unless requested otherwise by the Owner.

OWNER:
CITY OF ANTHONY, KANSAS

Date

By: _____
Print Name: _____
Title: _____

Telephone Number

Date

By: _____
Print Name: _____
Title: _____

Telephone Number

Property Address: North State Road, Anthony, KS Parcel #1362304005001040



March 12, 2026

City of Anthony, KS
Co: Melinda Ewertz – City Administrator
124 S Bluff S,
PO Box 504
Anthony, KS 67003

RE: Parcel ID: 1362304005001040; 000 W Spring St Anthony, KS 67003

Dear Mrs. Ewertz,

Casey's submits the following proposal to purchase the Property for the purpose of developing a Casey's convenience store with fuel sales.

Seller: City of Anthony, KS
Co: Melinda Ewertz – City Administrator

Seller Address, e-mail and phone number:

City of Anthony, KS
Co: Melinda Ewertz – City Administrator
124 S Bluff S,
PO Box 504
Anthony, KS 67003

Buyer: Casey's Retail Company ("Buyer").

Property: Parcel ID: 1362304005001040; 000 W Spring St Anthony, KS 67003, being ~.34 acres as shown on the preliminary site plan attached hereto or separately provided to Seller (the "Property").

Purchase Price: \$20,000

Earnest money: \$2,500 deliverable upon fully executed contract and shall be applicable to purchase price.

Due Diligence Period: 270 days and an optional 90-day extension if contingencies are not satisfied or waived in the initial 270 days.

Title Company: Buyer, at Buyer expense, will order a title commitment upon execution of this LOI from a title company of Buyer choosing, which will also act as the closing agent for the transaction.

Contingencies:

- A. Buyer confirming that: (i) adequate utility services are available at no additional cost to Buyer, with the exception of typical connection or tap fees, (ii) the Property and the groundwater therein are not contaminated with any hazardous substance or material, and (iii) the soil and drainage of the Property are appropriate for Buyer's intended use of the Property without the need for excessive grading, fill or earth removal, or extraordinary retaining walls, footings or pilings.
- B. Buyer obtaining from the appropriate authority or authorities all permits necessary to build and operate a Casey's convenience store in accordance with Buyer's plan for development of the Property which sells motor fuel, groceries, alcohol, and prepared carry-out foods ("Permits"). Permits shall include, but not be limited to, (i) a suitable building permit; (ii) permits for more than one suitable access to and from public highways, including a full access on Hwy 2 and a full access on N State Rd 14; (iii) site plan approval (with conditional use approval, if required); (iv) permits for adequate signage (v) rezoning approval if required; and, (vi) authority or permits, as needed, for waste disposal and utility services.

Closing: Closing shall occur within 10 business days of satisfaction or waiver of the Contingencies. Closing agent costs and remaining closing charges shall be paid and prorated pursuant to local real estate customs.

Broker: Seller has agreed to pay a commission Coldwell Banker Howes & Jefferies – Dennis Lauver pursuant to a separate agreement.

Platting, Seller Cooperation. If Buyer is purchasing less than all of Seller's property and/or a subdivision or plat is required for the conveyance of the Property to Buyer, Buyer may, at Buyer's sole cost and expense, prepare a subdivision map or plat of the Property ("Subdivision Plat") and obtain any and all approvals necessary for recording of the Subdivision Plat. Seller shall cooperate with Buyer in any manner reasonably necessary for Buyer to obtain approvals necessary for the Subdivision Plat. The Subdivision Plat shall be recorded no later than immediately prior to the deed at Closing. In the event any of the Property or surrounding property is required to be dedicated to the public as part of the Subdivision Plat approval, Seller shall reasonably cooperate with Buyer to dedicate any such property at no cost to Buyer.

Adjacent Property. The obligations of Buyer under this Agreement are contingent upon Buyer's contemporaneous closing on contracts necessary to acquire one or more properties owned by McDonald Real Estate Co being ~.94 acres, Address: 801 W Main St Anthony, KS Parcel ID: 1362304005004000 and adjoining the Property.

Tenants and Leases Seller shall terminate any leases and remove the existing tenants from the Property prior to Closing. Seller will remove the following tenants prior to Closing:

Access to Property. In order to allow Buyer to begin its due diligence activities as soon as possible, upon execution of this Letter of Intent, Buyer and its representatives shall have the right to access the Property to perform preliminary real estate assessments (survey, etc), and other non-invasive physical inspections necessary to review the Property, including any vacant structures, and their interiors. To the extent Buyer or its representative modifies the surface of the land in any way, it shall reasonably restore the land surface to the condition that existed prior to any such modification. All risk of loss for any personal injury or property damage caused by Buyer conduct during activities authorized hereunder shall remain with Buyer, and Buyer shall indemnify, defend and hold harmless the Seller from any and all claims, liability or damages for any personal injury or property damage caused by Buyer conduct during activities authorized hereunder.

Proof of Ownership/Abstract of Title. Seller shall provide a copy of a deed showing title is held by Seller upon execution of this Letter of Intent. If Seller is not the current owner of the Property, Seller shall supply documentation prior to the execution of the purchase agreement evidencing Seller's right to convey the Property to Buyer at Closing. If the Property is located in Iowa or Oklahoma, Seller must provide the abstract of title for the Property to Buyer, or notify Buyer that an abstract does not exist, within five days of execution of this LOI. In the event that a purchase agreement is not entered into, Buyer shall promptly return the abstract to Seller and pay any updating costs.

No Disclosure and Stand Still: Seller shall not disclose the fact that discussions or negotiations are taking place concerning the possible lease of the Property or any of the terms thereof, with any other person or entity (including existing tenants) except for such persons who, because of their involvement with the transaction, need to know such information for the purpose of giving advice to Seller; provided, however, that said persons shall be informed by Seller of the confidential nature of such information and shall be directed by Seller to keep all such information in the strictest confidence. Seller shall not initiate or carry on negotiations for sale or lease of the Property with any party other than Buyer unless either: (i) Seller and Buyer fail to enter into the Purchase Agreement by May 29, 2026, or (ii) Seller and Buyer agree in writing to abandon this Proposal.

Non-Binding. This is a non-binding offer and neither the Buyer nor Seller shall be legally obligated to purchase or sell the Property unless and until the Purchase Agreement has been mutually executed between Seller and Buyer in form and substance satisfactory to both parties, their legal counsel, and to the officers of each respective party authorized to execute such agreements. Notwithstanding the provisions of this paragraph to the contrary, Seller and Buyer agree that the above paragraph entitled "No Disclosure and Stand Still", and the indemnification provisions of "Access to Property", shall be binding, regardless of whether a Purchase Agreement is entered into by the parties.

If the above is acceptable to you, please acknowledge by returning a signed copy of this proposal by 4:30 central time March 23, 2026. Buyer will then obtain any remaining internal approvals and draft a Purchase Agreement for your review and execution. If we have not heard from you by the aforementioned time and date, this proposal will automatically terminate. Please let me know if you have any questions.

Sincerely,

Mike Bryant
Sr. Real Estate Manager
michael.bryant@caseys.com
Phone: 515-446-1345

SELLER:

City of Anthony Kansas
Co: Melinda Ewertz – City Administrator

READ AND ACCEPTED this _____ day of _____, 202__:

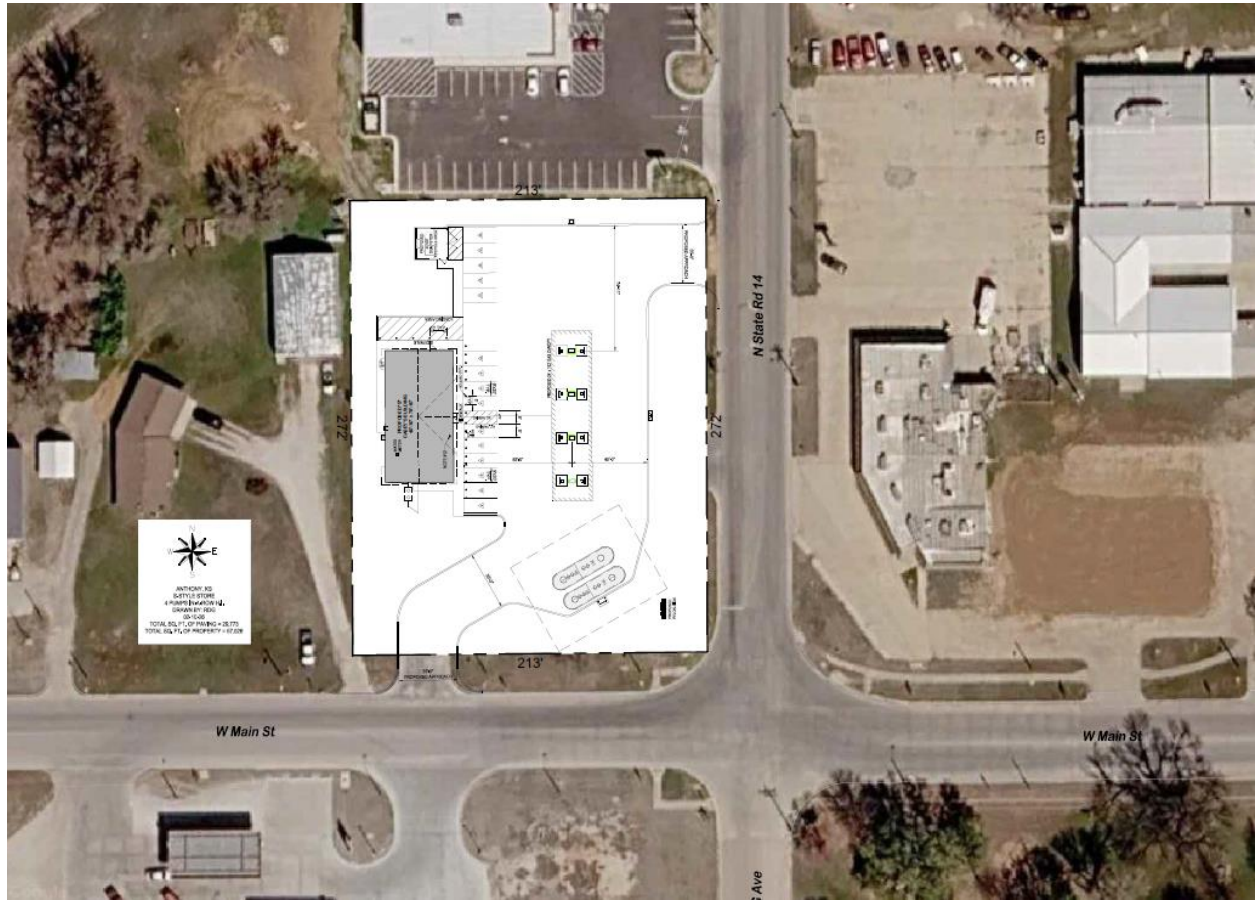
By: _____

Its: _____

Direct Phone: _____

Email: _____

Exhibit "A"
Preliminary Site Plan



ORDINANCE NO. S-327**AN ORDINANCE VACATING STREET RIGHT-OF-WAY WITHIN THE CITY OF ANTHONY, KANSAS.**

WHEREAS, a petition for vacation filed by Caleb Coady, John D Cox, and Michael D Hartman, as provided for under K.S.A. 14-423 and 423a, praying for the vacation of a portion of North Bluff Avenue, to wit:

Legal description: That part of North Bluff Avenue, as dedicated by the Mueller Addition to Anthony, Harper County, Kansas, lying north of a line described as beginning at the southeast corner of Block 5 in said Mueller Addition, and extending east to the southwest corner of Block 6 of said Mueller Addition.

General location: North of West Garfield Street and west of North Jennings Avenue.

WHEREAS, the City Commission, after being duly informed as to understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. No private rights will be injured or endangered by the vacation, and the public will suffer no loss or inconvenience thereby.
2. In justice to the petitioner(s), the prayer of the petition ought to be granted.
3. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.
4. The vacation of a portion of North Bluff Avenue should be approved subject to the following conditions:
 - a) The vacated portion of North Bluff Avenue shall be retained as a public utility easement for the protection of all public infrastructure.

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

SECTION 1. That a portion of North Bluff Avenue described herein shall be vacated and revert to the adjacent property owners in proportion to their frontage or proportion as to how it was acquired.

SECTION 2. That the City Clerk shall make proper publication of this Ordinance, which will be published once in the official City newspaper, and the City Clerk shall file a certified copy with the County Clerk to enter on the transfer records and then record the ordinance with the County Register of Deeds.

SECTION 3. The vacation shall become effective 30 days after publication unless one or more interested parties file a written protest with the City Clerk before the expiration time. If such a protest is made, the Governing Body shall set a hearing date 10 days after the end of the 30-day waiting period and the protester(s) notified.

APPROVED AND ADOPTED by the Governing Body on this 15th day of September, 2026.

ATTEST:

Gregory L. Cleveland, Mayor

Melinda Ewertz, City Clerk

HARPER COUNTY, KANSAS

NEIGHBORHOOD REVITALIZATION PLAN

Program Period: Ten (10) years

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APPENDIX A.....

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APPENDIX F.....

1. Authority

This Neighborhood Revitalization Plan (the “Plan”) is adopted pursuant to the Kansas Neighborhood Revitalization Act, K.S.A. 12-17,114 et seq. (the “Act”). The Plan is intended to satisfy K.S.A. 12-17,117, and to operate in conjunction with one or more interlocal cooperation agreements among participating taxing entities (K.S.A. 12-17,118).

2. Purpose and Policy Objectives

The purpose of this Plan is to promote revitalization and development by encouraging new construction and the rehabilitation, conservation, or redevelopment of real property in a manner that protects the public health, safety, and welfare and increases the local tax base over time.

- Support reinvestment in aging housing stock and commercial buildings, including projects that address deterioration, vacancy, and functional obsolescence.
- Encourage redevelopment of underutilized lots and buildings, including infill development that increases assessed valuation and long-term tax capacity.
- Promote stabilization of established neighborhoods and improvement of public health, safety, and welfare conditions.
- Maintain competitiveness with peer jurisdictions by providing a predictable, administrable incentive that is legally defensible and fiscally responsible.

3. Definitions (Supplemental to Statute)

Capitalized terms not defined in this Plan have the meanings given in the Act. The following supplemental terms are used for clarity and administration:

Term	Definition
Act	The Kansas Neighborhood Revitalization Act, K.S.A. 12-17,114 et seq., as amended.
Application	The County/City application form(s) for participation in this Plan, including required attachments and certifications.
Base Year	The calendar year used to establish the pre-improvement assessed valuation for calculating increment.
Eligible Costs/Qualified Improvements	Costs that are permanently assimilated to the real estate and that materially contribute to rehabilitation or new construction, exclusive of non-qualifying items listed in Section 6.4.

Commencement of Construction	For eligibility purposes, commencement means the start of substantial physical construction activity on-site. Preliminary activities (e.g., design, surveying, grading/site prep) are not treated as commencement; however, applicants are strongly encouraged to file before any work begins.
Affiliated Owner	For purposes of delinquency/forfeiture provisions, an affiliated owner includes family members and business entities commonly controlled with the owner, consistent with the prior Plan language and as further defined in any adopted application materials.
Neighborhood Revitalization Fund	The fund established under K.S.A. 12-17,118 to receive participating taxing entity increments and pay rebates.
Zone	Based on the provisions of K.S.A. 12-17, 116, the entirety of Harper County is designated a neighborhood revitalization area.
Governing Body(ies)	The board of county commissioners, the governing body of a city, the township board (trustee, clerk and treasurer), board of education or other governing body of a school district, board of trustees of a community junior college, board of regents of a municipal university, the body of a special district (such as a drainage, cemetery, fire or other) which has the power to create indebtedness and is charged with the duty of paying the same, and the board, bureau, commission, committee or other body of an independent agency of a parent unit. (Taken from K.S.A. 12-105a(b))

4. Statutory Findings Supporting Designation of Neighborhood Revitalization Area(s)

Based on the conditions documented in the public record and information reviewed by the governing bodies, Harper County, having a population of 5,485 per 2020 Census, the provisions of K.S.A. 12-17,116 as amended by HB 2470 effective July 1, 2026, Harper County qualifies to be designated as a Neighborhood Revitalization Area. The intent of this designation is to support reinvestment and redevelopment; it is not a condemnation of any individual property and should not be construed as a finding that a particular parcel is “blighted” or unsafe.

5. Designated Neighborhood Revitalization Area(s) and Zones

5.1 Overall Approach

To balance (i) legal defensibility and statutory fit with (ii) the community's desire for broad program accessibility, this Plan uses two complementary tools:

- (1) A Neighborhood Revitalization Area and Zones mapped and designated pursuant to K.S.A. 12-17,117; as amended, that being the entire county; and
- (2) Objective eligibility criteria that must be satisfied for an application to be approved even if the property is inside the designated Area.

5.2 Neighborhood Revitalization Area; Zone Map

The Neighborhood Revitalization Area is depicted on the Zone Map and legally described in Appendix A.

5.3 Supporting Conditions within the Neighborhood Revitalization Area

The population figures support the designation of the County as a Neighborhood Revitalization Area, including deteriorated/deteriorating structures and vacancy clusters, and defective or inadequate streets (including unpaved roads) and related infrastructure constraints that impede reinvestment and sound growth.

5.4 Zoning Classifications and Municipal Services

Zoning classifications within incorporated areas are governed by the applicable city zoning regulations and zoning map; zoning/land use classifications in unincorporated areas are governed by Harper County regulations. Certain unincorporated tracts within the Area may be within the respective City's identified growth or potential annexation areas during the Plan period. If annexation occurs, zoning and land use regulation for the annexed tract(s) will transition to the City's zoning regulations and map (as amended from time to time). Current zoning information for the Area may be maintained as part of the "on file" materials referenced in Section 13 and updated as jurisdictional boundaries change.

Municipal and county services within the Area include, as applicable: police, fire, EMS, code enforcement, streets/alleys and street maintenance, water and sewer utilities (where available), stormwater/drainage systems, and related public services. Service availability and the responsible service provider vary by location and jurisdiction (incorporated versus unincorporated areas) and may change if annexation occurs or if separate interlocal agreements are adopted. This Plan does not itself require expansion of services; rather, it is intended to leverage existing services to encourage reinvestment and increase the tax base. Any service extensions or changes in service responsibility shall occur only through separate municipal and/or county action, budgeting, and (where applicable) interlocal agreements.

6. Eligible Properties and Eligibility Criteria

Being located inside the Neighborhood Revitalization Area does not automatically qualify a property for a tax rebate. Applicants must demonstrate compliance with all applicable criteria below. The only areas of Harper County not included in the area eligible for the program are the Sunrise 2nd Addition to the City of Anthony and Sycamore Addition to the City of Harper as both additions are currently in the Reinvestment Housing Incentive District in the Cities of Anthony and Harper respectively

6.1 General Eligibility Criteria (All Projects)

- **Location:** The property must be located within the designated Neighborhood Revitalization Area (Appendix A), that being Harper County, except the Reinvestment Housing Incentive District areas set out in #6 above.
- **Applicant / Taxpayer:** The applicant must be the owner of record and the taxpayer responsible for paying ad valorem taxes for the subject property for the relevant tax years.
- **Pre-approval required:** The application must be approved before commencement of substantial construction. Work performed before approval is at the applicant's risk and may be deemed ineligible.
- **Code compliance:** All required permits must be obtained; work must comply with applicable codes and inspections; and final inspections (where required) must be passed. Continued code compliance is required during the rebate period.
- **Increment required:** The project must generate an increase in appraised/assessed value attributable to the qualified improvements (the "increment").
- **Documentation:** The applicant must provide sufficient documentation of scope, costs, and completion (contracts, invoices/receipts, permits/inspection records, and before/after photographs).

6.2 Minimum Investment and Minimum Increment Guidelines

To focus rebates on projects reasonably expected to create measurable increment, the following minimum qualifying investment thresholds apply unless modified by resolution/policy:

- **Residential:** \$25,000 in Qualified Improvements.
- **Commercial/Industrial/Multi-family:** \$25,000 in Qualified Improvements.

Minimum increment guideline:

For commercial/industrial and multi-family projects, the reviewing body may apply a presumptive guideline that the project should be reasonably expected to increase appraised value by at least ten percent (10%) of the pre-project appraised value or \$25,000, whichever is greater. The purpose of this guideline is to avoid devoting administrative resources to

projects unlikely to produce meaningful increment. The governing bodies may waive this guideline for projects that directly address health/safety/code issues or historic preservation.

6.3 Eligible Project Types

- Residential rehabilitation that materially improves habitability or extends useful life (e.g., structural, major mechanical, plumbing/electrical, significant interior/exterior rehabilitation).
- Residential new construction (including infill) that meets applicable codes and increases the tax base.
- Commercial/industrial rehabilitation, adaptive reuse, redevelopment, or new construction.
- Multi-family residential projects may be treated as commercial/industrial for schedule purposes unless a separate policy is adopted.

6.4 Exclusions (Non-Qualifying Costs / Projects)

The following items are not qualifying costs for rebate purposes unless specifically approved as part of a comprehensive project that is required for code/ADA compliance:

- Sprinkling/irrigation systems (including irrigation wells and equipment).
- Fences, landscaping, gazebos, garden-type structures, hot tubs, swimming pools.
- Movable personal property and non—real estate items (appliances, furniture, equipment not permanently affixed).
- Ordinary maintenance or minor repairs that do not materially improve habitability, extend useful life, or increase appraised value, unless part of a documented comprehensive rehabilitation project.
- Costs not supported by paid invoices/receipts, or costs incurred before approval if deemed “substantial work” by the reviewing body.

6.5 Residential Value Cap; No Commercial Cap

Residential projects are eligible for participation only if the subject dwelling’s appraised value (as determined by the Harper County Appraiser) is \$750,000 or less at the time the application is approved. Residential projects with an appraised value exceeding \$750,000 are ineligible for rebates under this Plan unless the governing body grants a written waiver upon an express finding that the project serves an extraordinary community purpose and that granting the waiver is consistent with the Act, this Plan, and the applicable interlocal cooperation agreement(s). If the property is in a municipality (Anthony, Attica, or Harper), that governing body must also agree to the waiver.

No commercial cap. There is no appraised value cap for commercial, industrial, or multi-family projects under this Plan.

6.6 Taxes, Special Assessments, Utilities, and Appeals

A. At the time of application, the applicant must be current on: (i) all real estate taxes and personal property taxes owed in Harper County; (ii) all special assessments on the subject property; and (iii) all Cities of Harper, Anthony, and Attica utility accounts associated with the subject property (if within City jurisdiction), unless a written payment plan is in good standing.

B. Ongoing requirement. If at any time after a parcel is accepted into the Plan, the owner becomes delinquent on any of the obligations in subsection A, the parcel shall be removed from the Plan and all current and future rebates shall be forfeited.

C. For taxes and special assessments, “delinquent” means unpaid after May 10 of the year in which the taxes become due (or such other delinquency date as may be set by law). For utilities, “delinquent” means unpaid after the due date established by the utility provider.

D. No re-entry. A parcel removed for delinquency is not eligible for re-entry into the Plan during the Plan period, absent a specific waiver by the governing bodies (recommended to be rare and documented).

E. Appeals / protests.

(1) An application shall not be approved if the subject property is under protest or pending appeal as to valuation for any year used for base value or increment calculation, unless the applicant withdraws the protest/appeal or the appeal is resolved.

(2) If an owner appeals valuation after approval, rebate payments shall be suspended until final resolution. The County Appraiser’s final valuation determination shall control the rebate calculation for the affected year(s).

(3) Applicants must timely notify the County Appraiser of any appeal/protest affecting valuation during the rebate period.

6.7 Completion Deadlines

A. The qualified improvements must be completed within one (1) year after the approval date.

B. One (1) extension of up to one year may be granted upon written request filed by January 31 of the year following approval, demonstrating good-faith progress and reasons for delay.

C. Additional extensions, if any, should be granted only by explicit action of the governing bodies (Municipality and County Commission) upon a written finding of extraordinary circumstances.

D. If improvements are not completed within the allowed period(s), the application shall be void and no rebate will be paid.

7. Rebate Structure and Terms

7.1 Rebate Amount and Administrative Fee

- A. Rebates are calculated from the “increment” as defined in K.S.A. 12-17,115(e) attributable to the qualified improvements, and are limited to those levy portions attributable to participating taxing entities under the applicable interlocal cooperation agreement(s).
- B. Administrative set-aside. Consistent with the current interlocal agreement, five percent (5%) of the increment shall be retained by Harper County to pay administrative costs incurred in implementing and administering the Plan.
- C. Any additional portion of increment not rebated under the schedules below remains with the participating taxing entities.

7.2 Payment Timing

Rebates, if any, shall be paid from the Neighborhood Revitalization Fund established under K.S.A. 12-17,118, and only after confirmation that the taxes for the applicable period have been paid and the applicant remains eligible.

A. Full-year payments. For applicants who pay the full amount of their annual ad valorem taxes, rebates shall be paid within thirty (30) days following May 10 of each year (or as soon thereafter as practicable).

B. First-half payments. For applicants who timely pay the first-half installment of their annual ad valorem taxes, and where the Treasurer confirms such first-half payment has been received no later than December 20, the rebate attributable to that first-half payment may be paid on or about January 20, consistent with the timing of other tax disbursements to participating taxing entities. The rebate attributable to the second-half installment (if any) shall be paid consistent with subsection A following May 10.

C. Practical administration. If payment confirmation, delinquency review, valuation reconciliation, or other administrative factors make payment on the dates above impracticable, rebates shall be paid as soon thereafter as practicable.

7.3 Maximum Rebate Period

Maximum rebate period: Ten (10) years, beginning with the first year taxes are payable on the post-improvement value, unless a shorter period is applicable under the schedule or approved in the application. No extension beyond the maximum term is permitted absent formal Plan amendment and required approvals.

7.4 Base Year and Increment Calculation

Base year value: The assessed valuation of the parcel(s) as of January 1 of the base year established in the approval (typically the year of approval or the year immediately preceding completion).

Increment: The increase in ad valorem taxes attributable to the improved assessed valuation above the base year value.

If valuation is adjusted due to an appeal/protest, the County Appraiser's final valuation determination controls rebate calculations for the affected year(s).

7.5 Rebate Schedules (based on current Plan; may be modified by resolution)

Commercial & Industrial Properties (including multi-family unless otherwise specified):

Increase in Appraised Value of			
\$25,000 - \$99,999		\$100,000 +	
Year	Rebate %	Year	Rebate %
1	95%	1	95%
2	75%	2	85%
3	55%	3	75%
4	35%	4	65%
5	15%	5	55%
		6	45%
		7	35%
		8	25%
		9	15%
		10	5%

Residential Properties:

Year	Rebate
1	95%
2	75%
3	55%
4	35%
5	15%

8. Application Process and Approval

8.1 Application Packet Requirements

- Completed application form, signed by the owner/taxpayer, including legal description and parcel identification number(s).
- Project type (residential rehab/new; commercial/industrial rehab/new; multi-family).
- Scope of work description with cost estimate and timeline; identification of contractors (if known).
- Before-condition documentation (photographs taken by County Appraiser) and a brief narrative describing how the project addresses deterioration/obsolescence, vacancy, unsafe/unsanitary conditions, or other statutory factors.
- Copies of any permits applied for/issued (if available) and acknowledgment that all required permits/inspections will be obtained and passed.
- Certification of current tax/special assessment/utility status and disclosure of any pending valuation appeals/protests.
- Acknowledgment of completion deadlines, delinquency forfeiture provisions, and that the rebate is discretionary/conditional upon continued eligibility and available funds under the interlocal agreement.

8.2 Procedures

- A. Pre-application (recommended): Applicants may request an informal pre-application meeting with staff to confirm location, eligibility, and documentation expectations.
- B. Filing: Applications must be filed with the County Finance Director prior to commencement of substantial construction.
 - Applications will be available from the County Finance Officer in the Harper County Courthouse and from the City Clerks of the Cities of Anthony, Attica, and Harper
 - The County Finance Officer will send notification of all applications received to the appropriate City Clerk when received and request status of utility accounts.
- C. Staff review: Staff will review for completeness, confirm tax status, verify location within the Area, identify applicable schedule/term, and prepare a recommendation.
- D. Approval action: Applications shall be approved by the designated approval authority (County Appraiser) prior to substantial construction.
- E. Post-completion certification: Following completion, the applicant must file a completion packet with paid invoices/receipts, contractor affidavits if requested, permits/inspection approvals, and before/after photographs (photos taken by County

Appraiser). Staff/Appraiser will certify the valuation change and establish the base year and increment.

9. Administration, Neighborhood Revitalization Fund, and Reporting

9.1 Administration

- A. The participating public agencies may designate Harper County (through the County Clerk, County Appraiser, County Treasurer, or other designee) as the administrator responsible for: receiving applications; coordinating review; maintaining records; verifying eligibility; and processing rebate payments through the Neighborhood Revitalization Fund.
- B. The County Appraiser is responsible for valuation determinations and identifying the base year value and post-improvement value for increment calculations.
- C. The County Treasurer is responsible for tax collection and distribution and may assist in confirming payment status for rebate release.

9.2 Neighborhood Revitalization Fund

- A. Rebate payments shall be made through a Neighborhood Revitalization Fund established under K.S.A. 12-17,118.
- B. Participating taxing entities shall contribute increments to the Fund as provided in the applicable interlocal cooperation agreement(s).
- C. The Fund shall be used only for (i) rebate payments approved under this Plan and (ii) permitted administrative costs, including the 5% administrative set-aside described in Section 7.1.

9.3 Suspension and Termination

- A. Delinquency forfeiture: See Section 6.6. Removal and forfeiture is mandatory unless waived by explicit governing body action. If within a participating city, both City and County must waive. If either does not waive, the property is eliminated from Neighborhood Revitalization Program.
- B. Misrepresentation / noncompliance: Material misrepresentations, failure to complete the approved scope, or failure to maintain code compliance may result in termination of eligibility and forfeiture of rebates.
- C. Appeal/protest: Rebates are suspended during valuation appeals/protests and will be recalculated consistent with the County Appraiser's final valuation.
- D. Transfer: Rebates are payable to the taxpayer who paid the taxes for the applicable year unless an assignment is permitted by law and recognized in writing by the administrator. Transfer of ownership does not extend the rebate term.

10. Interlocal Cooperation and Participating Taxing Entities

Tax rebates require participation by the taxing entities whose levy components are included in the increment. The Plan operates in conjunction with an interlocal cooperation agreement among participating public agencies (Appendix D). If the Plan area, schedules, or participating entities change, the interlocal agreement should be reviewed and amended accordingly.

11. Term

- A. Effective Date. Upon approval and recording of effectuating Interlocal Agreement(s).
- B. Plan period. This Plan shall remain in effect for a period of ten (10) years beginning on the Effective Date, unless amended or repealed in accordance with Section 12.
- C. Termination. The Plan may be terminated by action of the governing bodies consistent with Section 12 and the interlocal agreement.

12. Amendment, Repeal, and Statutory Appendices

1. Prior to amending, supplementing, or repealing this Plan (or any part thereof), the governing bodies shall conduct a public hearing on the feasibility of the proposed amendment or repeal.
2. Notice of the hearing shall be published at least once a week for two (2) consecutive weeks in the official county newspaper, setting forth the specific change(s) proposed (or a summary) and advising of the time and place of the hearing.
3. Following the hearing, the governing bodies may adopt the amendment/supplement/repeal by resolution/ordinance as required by law.
4. Any amendment affecting participating taxing entities, rebate schedules, or fund administration should be coordinated with amendments to the interlocal cooperation agreement.

13. Statutory Appendices and “On File” Materials (K.S.A. 12-17,117(a))

The Act requires the Plan to include certain information (area description, assessed valuation, owners, zoning, and municipal services). The following appendices may be attached to the Plan or maintained “on file” and incorporated by reference:

- Appendix A — Legal description (on file) and parcel map of the Neighborhood Revitalization Area.
- Appendix B — Assessed valuation of the Area (on file; updated as needed using Appraiser records).
- Appendix C - Reinvestment Housing Incentive District in the Cities of Anthony and Harper. (on file; updated as needed using Appraiser records).

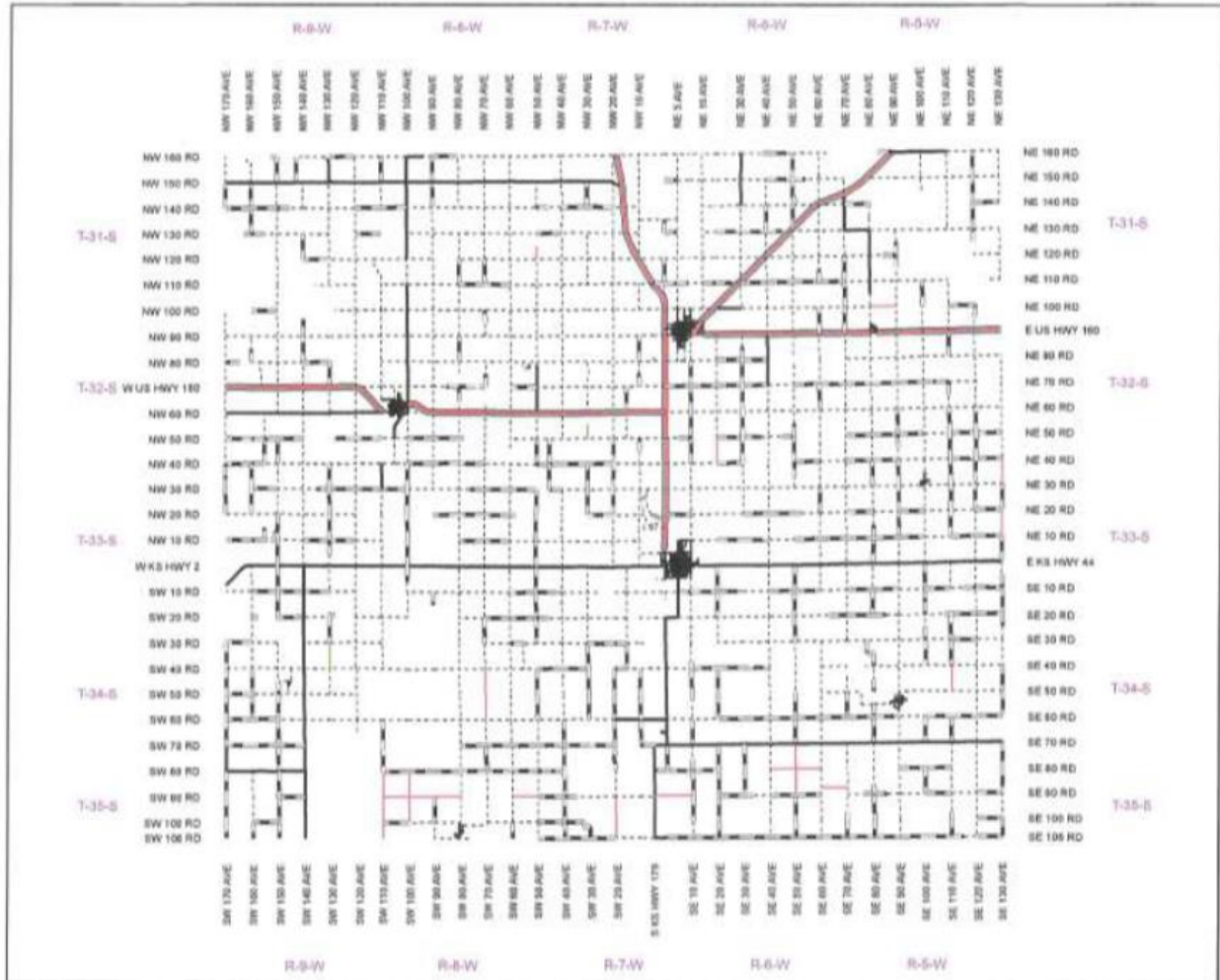
- Appendix D— Listing of owners of record within the Area (on file; maintained using Appraiser records).
- Appendix E— Interlocal Cooperation Agreement
- Appendix F— Application Guide and Packet

All such “on file” documents shall be available for public inspection during normal business hours.

APPENDIX A

NRP Area Map
(on file with County Appraiser)

HARPER COUNTY NRP MAP



APPENDIX B

Assessed Valuation of Area
(on file with County Appraiser)

APPENDIX C

Reinvestment Housing Incentive Districts of the Cities of Anthony and Harper
(on file with County Appraiser)

APPENDIX D

Listing of Owners of Record Within the Area (on file with County Appraiser)

APPENDIX E

INTERLOCAL COOPERATION AGREEMENT (Neighborhood Revitalization)

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is entered into by and between the Board of County Commissioners of Harper County, Kansas, the City of Anthony, Kansas, City of Attica, Kansas, City of Harper, Kansas, USD 361, USD 511, Hospital District #6 Patterson Health Center, and Attica Hospital District #1 (singularly “Party” and collectively “Parties”).

WHEREAS, pursuant to Kan. Stat. Ann. § 12-2901 et seq. (“Interlocal Cooperation Act”), the Parties are all public agencies capable of entering into interlocal agreements.

WHEREAS, pursuant to Kan. Stat. Ann. § 12,17,114 et seq. (“Kansas Neighborhood Revitalization Act”), the Parties are all authorized to participate in a plan for neighborhood revitalization and enter into interlocal agreements for that purpose.

WHEREAS, the Parties desire to provide the maximum economic development incentive under the Kansas Neighborhood Revitalization Act and enter into this Agreement for the purpose of effectuating a neighborhood revitalization plan.

WHEREAS, pursuant to the Interlocal Cooperation Act, this Agreement shall be submitted to the Kansas Attorney General for determination as to whether it is in proper form and compatible with the laws of the State of Kansas.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Purpose. The purpose of this Agreement is to provide for a neighborhood revitalization plan within Harper County. The Parties have adopted or agree to adopt the Neighborhood Revitalization Plan (“Plan”), which is attached as Exhibit A and incorporated by reference as if fully set forth herein. Each Party agrees that its portion of any real estate taxes levied and/or collected with respect to real property eligible under the Plan may be rebated pursuant to the Kansas Neighborhood Revitalization Act and the Plan.

2. Duration and Termination. This Agreement shall become effective upon its approval by the Kansas Attorney General pursuant to Kan. Stat. Ann. § 12-2904(g) and filing with the Harper County Register of Deeds and Secretary of State pursuant to Kan. Stat. Ann. § 12-2905. The Plan shall become effective concurrent with this Agreement becoming effective. Both the Agreement and the Plan shall terminate 10 years from the effective date. Upon termination, no Party shall be required to dispose of any property as contemplated by Kan. Stat. Ann. § 12-2904(d)(5).

Any Party may withdrawal from participation in the Agreement and the Plan by providing ninety (90) days written notice to the Parties. Written withdrawal shall then become effective for the next tax year. However, rebate applications submitted prior to withdrawal becoming effective shall, if approved, be eligible for the duration of the rebate period. In no event shall withdrawal or expiration of this Agreement or the Plan affect approved rebates.

3. No Separate Legal Entity. The Parties agree that no separate legal entity shall be created for the purpose of administering the Plan.

4. Administration. The Parties agree that the Plan shall be administered by Harper County. As described in the Plan, five percent (5%) of the increment, as defined in Kan. Stat. Ann. § 12-17,115(e), shall be collected by Harper County and retained as an administrative fee. No Parties shall acquire, hold, or dispose of real or personal property in connection with the Plan.

5. Manner of Financing Budgeting. As contemplated by the Kansas Neighborhood Revitalization Act, the Parties agree that the Plan shall operate as a property tax rebate program. The Parties further agree that no outside financing is desired or necessary. As part of its administrative duties, Harper County shall operate the neighborhood revitalization fund set forth in Kan. Stat. Ann. § 12-17,118.

6. Enforceability. The Parties intend this Agreement and the Plan to be enforceable as written. If any provision of this Agreement or the Plan is held to be void, unenforceable, or illegal, then such provisions shall be null and void, but the remaining provisions shall be unaffected thereby and continue in full force and effect. The effect and meaning of this Agreement, the Plan, and the rights of the Parties shall be governed by the laws of the State of Kansas, and, to the extent permissible, construed in a manner to maximize the economic development incentive under the Kansas Neighborhood Revitalization Act.

7. Execution in Counterparts. This Agreement may be executed in several counterparts, all of which together shall constitute a singular original agreement.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by a representative with legal authority to bind the Party.

*[REMAINDER OF PAGE INTENTIONALLY LEFT
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**Board of County Commissioners
of Harper County, Kansas**

By: Melinda McCurley, Chairman

City of Anthony, Kansas

By: _____, Mayor

City of Attica, Kansas

By: _____, Mayor

City of Harper, Kansas

By: _____, Mayor

USD 361

By: _____, Superintendent

USD 511

By: _____, Superintendent

Hospital District #6 Patterson Health Center

By: _____, _____

Attica Hospital District #1

By: _____, _____

APPENDIX F

HARPER COUNTY, KANSAS NEIGHBORHOOD REVITALIZATION PROGRAM (NRP) APPLICANT GUIDE AND PACKET

Plan Term: Ten (10) years)

This packet contains four parts: (1) a quick applicant guide and plain FAQ, (2) the application, (3) a completion packet checklist, and (4) staff use checklist. It is designed so applicants can understand the program and submit everything needed in one packet.

Approval is not automatic. The application must be approved BEFORE substantial construction begins.

SUBMIT TO:

Harper County Appraiser's Office
201 N. Jennings Ave., 4th Floor
Anthony, KS 67003
(620) 842-3718

PART 1 - QUICK APPLICANT GUIDE (READ THIS FIRST)

1. What the NRP is...

The Neighborhood Revitalization Program (NRP) is a local incentive program authorized by Kansas law. If your project qualifies and is approved in advance, you may receive a rebate of part of the increased property taxes that result from your improvements. The rebate is based on the increase in value caused by the project (the "increment"), not your entire tax bill.

2. What the NRP is NOT...

- It is NOT a grant paid up front.
- It is NOT automatic just because your property is inside the mapped NRP Area.
- It is NOT a rebate of your entire property tax bill - only the eligible "increment" portion may be rebated.
- It is NOT a guarantee of approval or a guarantee of a specific appraised value increase.

3. Basic eligibility (fast checklist)

My property is inside the NRP Area shown on the Zone Map (staff will confirm.)

I am the owner of record, and I pay the property taxes for the subject property.

I have NOT started substantial construction yet, and I will not start substantial construction until I receive approval.

My project is expected to increase the appraised value (i.e., create “increment”).

I will obtain permits and complete all final inspections required for the work.

I will provide invoices/receipts and allow the County Appraiser to take before/after photos.

4. Residential value cap (important)

Residential projects are eligible only if the dwelling’s appraised value (as determined by the Harper County Appraiser) is \$750,000 or less at the time the application is approved, unless a written waiver is granted for an extraordinary community purpose.

5. Minimum investment (screening threshold)

- Residential: \$25,000 minimum in qualified improvements.
- Commercial/Industrial/Multi-family: \$25,000 minimum in qualified improvements.
- The reviewing body may apply additional screening guidelines where the projected increase in value is unlikely to be meaningful.

6. Examples of projects that commonly qualify

- Residential rehab that materially improves habitability or extends useful life (structural, major electrical/plumbing/HVAC, significant exterior/interior rehabilitation).
- Residential new construction (including infill).
- Commercial/industrial rehab, adaptive reuse, redevelopment, or new construction.
- Multi-family projects (treated as commercial/industrial unless a separate policy applies).

7. Examples of costs that typically do NOT qualify (unless part of a larger, approved code/ADA project)

- Landscaping, fences, gazebos, garden-type structures, pools/hot tubs.
- Irrigation systems, irrigation wells/equipment.
- Movable personal property (appliances, furniture, equipment not permanently affixed).

- Ordinary maintenance or minor repairs that do not materially increase value or extend useful life.
- Costs not supported by paid invoices/receipts.

8. When rebates are paid

Rebates (if approved) are paid after property taxes are paid for that year. Typically, rebates are processed after May 10 each year (or as soon thereafter as practicable). Rebates are paid from the Neighborhood Revitalization Fund and only include levy components of participating taxing entities, as provided in the Plan and interlocal agreement(s).

9. Step-by-step process (what to expect)

- Step 1 | Pre-application (recommended): Contact staff to confirm the property is in the NRP Area and discuss documentation.
- Step 2|Submit application: Submit this packet BEFORE you start substantial construction.
- Step 3 | Review and approval: Staff verifies taxes/assessments/utility status, confirms area/zone, and submits for approval by County Appraiser.
- Step 4 | Do the work: Obtain permits, complete the approved scope, and pass final inspections.
- Step 5 | Completion packet: Submit paid invoices/receipts, permits/inspections, and before/after photos.
- Step 6|Valuation: The County Appraiser establishes base year value and post- improvement value.
- Step 7 | Pay taxes; rebate issued: After taxes are paid and eligibility is confirmed, rebates are paid annually for the approved term.

10. What can cause loss of eligibility (common issues)

- Starting substantial construction before the application is approved.
- Failure to obtain permits or pass required inspections.
- Becoming delinquent on taxes, special assessments, or (if applicable) City utility accounts.
- Misrepresentation of costs or scope, or failure to complete the approved project.
- Valuation appeal/protest issues that suspend payment until resolved.

PART 1A - PLAIN FAQ

Do I have to live in a “bad area” to qualify?

No. Eligibility depends on whether the property is inside the mapped NRP Area and whether your project meets the program’s criteria. The NRP encourages reinvestment and long-term tax base growth.

Can I start work before I apply?

No. Apply and obtain approval BEFORE substantial construction begins. Starting early can make the project ineligible.

What counts as “substantial construction”?

Generally, significant physical construction activity on-site. Preliminary work (design, estimates, surveying) is usually fine. If you have questions about demolition or site work, contact staff before starting.

Do I need a contractor selected before I apply?

Not necessarily. You can apply with a detailed owner estimate or preliminary bids/quotes. If a contractor is later selected, provide updated information if requested.

How is my rebate calculated?

It is based on the increase in taxes attributable to the increased appraised value caused by your improvements (the “increment”) and only includes levy components of participating taxing entities.

When will I receive the rebate?

After taxes for that year are paid and eligibility is confirmed—typically after May 10 (or as soon thereafter as practicable).

What if my project changes after approval?

If your scope changes materially, notify staff. A written amendment/confirmation may be required.

What if I sell the property?

Rebates (if any) are typically paid to the taxpayer who paid the taxes for the applicable year. Transfer does not extend the rebate term.

PART 2 -NRP APPLICATION

Submit this application BEFORE substantial construction begins. Incomplete applications may be returned.

Submission Information (Staff Completes)

Application Received Date: _____

Received By: _____

Application Fee Paid (if applicable): ☐ \$50 Rehab/Remodel ☐ \$100 New Construction

Assigned Application No.: _____

Applicant and Owner Information (Applicant Completes)

Owner Name(s)
(as on deed): _____

Mailing Address: _____

Email: _____

Phone _____

Business Name
(if applicable): _____

Contact Person
(if different): _____

Preferred Method
of Contact: ☐ Email ☐ Phone ☐ Mail

Property Information (Applicant Completes)

Property Address: _____

Parcel ID / PIN: _____

Legal Description: _____

(attach if needed):

Current Use:

- ☐ Residential ☐ Commercial ☐ Industrial ☐ Multi-family
☐ Vacant/Other:

**Is this your
primary residence?
(if residential):**

- ☐ Yes ☐ No ☐ N/A

**Is any part used as
a rental? (if
residential):**

- ☐ Yes ☐ No ☐ N/A

Is the property in

**City limits? (staff
can confirm):**

- ☐ Yes ☐ No

**Is the property in a
floodplain/special
hazard area? (if
known):**

- ☐ Yes ☐ No ☐ Unknown

**Existing Structure
Condition (brief):**

A. Project Type and Requested Participation (Applicant Completes)

Check one project type and complete the applicable details.

- ☐ Residential Rehabilitation / Remodel
- ☐ Residential New Construction
- ☐ Commercial / Industrial Rehabilitation / Remodel
- ☐ Commercial / Industrial New Construction
- ☐ Multi-family (treated as commercial/industrial unless a separate policy applies)

A.1 Estimated Project Budget and Timing

**Estimated Qualified
Improvement Costs
(attach estimate):**

\$ _____

**Estimated Total
Project Costs (all
costs):**

\$ _____

**Proposed Start Date (no
substantial work before
approval):**

_____/_____/_____

**Proposed Completion
Date:**

_____/_____/_____

**Contractor(s) (if
known):**

**Will you obtain required
permits? (required):**

☐ Yes ☐ No (Not eligible)

A.2 Scope of Work (describe in plain language)

Briefly describe what you will do. Include major items (e.g., roof, structural repairs, electrical/plumbing/HVAC, interior rehab, new build, etc.).

A.3 Before-Condition Summary (why this project matters)

In 3-6 sentences, describe current conditions and how the project addresses deterioration, vacancy, obsolescence, safety, code issues, or preservation.

B. Residential Value Cap (Applicant Completes)

For residential projects, I understand the dwelling must have an appraised value of \$750,000 or less at the time of application approval, unless a written waiver is granted for an extraordinary community purpose.

☐ I acknowledge the residential value cap requirement. (Residential projects only)

C. Taxes, Assessments, Utilities, and Valuation Appeals (Applicant Completes)

To be eligible, you must be current on applicable obligations at the time of application and remain current during the rebate period.

- ☐ I am current on all real estate and personal property taxes owed in Harper County.
- ☐ I am current on all special assessments on the subject property.
- ☐ If the property is within City jurisdiction, I am current on all City utility accounts

associated with the subject property (or I have a payment plan in good standing).

Valuation appeals/protests:

- ☐ The property is NOT under protest and NOT pending appeal as to valuation for any year used for base value or increment calculation.
- ☐ If I file an appeal after approval, I understand rebate payments may be suspended until final resolution.

D. Pre-Approval Requirement (Applicant Completes)

The application must be approved before commencement of substantial construction. Substantial construction activity on-site before approval is at the applicant's risk and may result in ineligibility.

- ☐ I certify that substantial construction has NOT begun and will NOT begin until I receive written approval.

E. Required Attachments Checklist (Applicant Completes)

- ☐ Proof of ownership (deed/closing statement) OR authorization for staff to verify ownership through Appraiser records.
- ☐ Parcel ID/PIN and legal description (if not easily verified).
- ☐ Project cost estimate (contractor estimate, bid, or detailed owner estimate).
- ☐ Photos of current condition ("before" photos).
- ☐ Scope of work description (may be on Page C.2, but add detail if needed).
- ☐ If already applied for permits, attach copies (optional at application; required before completion).
- ☐ Any additional supporting documents you want considered (optional).

F. Applicant Certifications and Acknowledgments

By signing below, I certify and acknowledge the following:

- All information provided is true and complete to the best of my knowledge.
- I understand the NRP is discretionary and approval is not automatic.
- I understand that starting substantial construction before approval may disqualify my project.
- I will obtain all required permits and pass required inspections.

- I will submit a completion packet with paid invoices/receipts, permits/inspection approvals, and allow the County Appraiser to take before/after photographs.
- I understand rebates (if approved) are based on the increased value attributable to the project (the “increment”), not my entire tax bill, and only include levy components of participating taxing entities.
- I understand I must remain current on taxes, special assessments, and (if applicable) City utility accounts; delinquency may result in removal and forfeiture of rebates.
- I understand valuation appeals/protests may suspend rebate payments until resolved.

Applicant Signature: _____

Printed Name: _____

Date: _____/_____/_____

**If applicant is an entity,
title/authority:** _____

PART 3 - COMPLETION PACKET (APPLICANT SUBMITS AFTER WORK IS FINISHED)

After the project is completed and final inspections are approved (as applicable), submit the following to request valuation certification and rebate processing.

Completion Packet Checklist

- ☐ Paid invoices/receipts for qualified improvements (itemized).
- ☐ Permit list and copies of permits issued.
- ☐ Final inspection approvals / certificates of occupancy (as applicable).
- ☐ Before and after photographs taken by County Appraiser (showing major improvements).
- ☐ Contractor affidavit or lien waivers (if requested).
- ☐ Any change orders or scope changes (if applicable).
- ☐ Applicant certification that project matches approved scope (or attach explanation/approval of changes).

Completion Certification

I certify that the approved improvements have been completed and the completion materials submitted are true and correct.

Applicant Signature: _____

Printed Name: _____

Date: _____/_____/_____

If applicant is an entity,
title/authority: _____

PART 4 - STAFF USE CHECKLIST

This section is for staff to document review and approval.

**Within NRP Area
(Appendix A):** ☐ Yes ☐ No

Project Type: _____

**Minimum Investment
Met:** ☐ Yes ☐ No

**Residential Value Cap
Verified (if applicable):** ☐ Property is eligible ☐ Property is ineligible

Taxes Current: ☐ Yes ☐ No

**Special Assessments
Current:** ☐ Yes ☐ No ☐ N/A

**City Utilities Current (if
applicable):** ☐ Yes ☐ No ☐ N/A

**Valuation Protest/Appeal
Status:** ☐ None ☐ Pending

**Recommended
Schedule/Term per Plan:** _____

Notes: _____

Approval / Denial

☐ Approved (subject to conditions below)

☐ Denied

Conditions / Notes (if any):

Date of Approval / Denial: / /

Base Year (for valuation):

Rebate Term / Schedule:

Chief of Police Staff Report for City Council on 09/15/2026
09/01 thru 09/14

- 1 injury accident car versus bicyclist, driver of vehicle arrested on traffic misdemeanors- cleared
- 1 non-injury accident- cleared
- 1 animal neglect investigation- cleared
- 2 different residential burglary reports- under investigation
- 1 commercial trespass- cleared
- 1 indecent exposure report- cleared/unfounded
- 1 criminal damage to property report- under investigation
- 1 warrant arrest- cleared
- 2 different welfare checks- cleared
- 1 death investigation- under investigation
- 1 disturbance – cleared

CONSENT AGENDA

1. Approve September 1, 2026 Regular Meeting Minutes
2. Approve 09.08.2026 Payroll \$62,819.46
3. Appropriation Ordinance No. 3247 \$102,491.58
4. Approve Surplus of Recreation Equipment

For the 2 grey Armal porta johns the rec has kept at the ballfields

5. Approve Investment:

Bank of the Plains-Electric Reserve CD 5000001270 for \$100,000 into a CDAR for 12 months @ 4.27% with interest posted in Electric Reserve Fund.

Bank of the Plains-Electric Reserve CD 5000001262 for \$35,000 into a CDAR for 12 months @ 4.27% with interest posted in Electric Reserve Fund.

Bank of the Plains-Electric Reserve CD 5000001254 for \$100,000 into a CDAR for 12 months @ 4.27% with interest posted in Electric Reserve Fund.

Bank of the Plains-Electric Reserve CDARS 1031891295 for \$1,000,000 into a CDAR for 12 months @ 4.27% with interest posted in Capital Improvement Fund.

The rate/years are attached. We elected for the 12 month at the higher APR to collect as much as possible in that 12 month period and hope the renewal comes in at a similar rate. If you would like to discuss the 24 month at 3.99% instead, let's pull it from consent to discuss.

6. Special Appropriations:

Fund 41 - Elect. Utility - KMEA - Solar Labor - \$3,967.00

Fund 61 - Mun. Fight Addiction - Amazon - Narcan Refills - \$2,657.60

Fund 83 - EL Eq. Repl. - Border States - Sunrise 2nd Lighting - \$1,099.30

Pedestal for the Sunrise 2nd Lighting

7. Approve Resignation of Justin Francis from Anthony Recreation Board
8. Approve Appointment of LeAnn Hodson to Replace Rebecca New on Anthony Housing Authority Board - Position Expires July 31, 2028
9. Approve Re-Appointments of Kent Olds and Dorothy Nickels to the Anthony Housing Authority Board - Positions Expire July 31, 2028

PUBLIC HEARINGS – NONE

NOTE: our budget public hearing is at 5:30 before the regular meeting.

REGULAR BUSINESS

10. Approve Request to Waive Municipal Hall Rental Fees for Open Gym - James Valentine of First Pentecostal Church

Mr. Valentine has requested weekly use of the Hall for open gym time on behalf of his church.

11. Approve City Property Purchase Agreement and Broker Agreement - Dennis Lauver via Zoom

Mr. Lauver will be present via Zoom. I have had Brandon review the contract and agreement and he sees no issues. In one of our recent meetings we discussed covering the cost of moving the highline as the buyer is purchasing the parcel; Jerry is still working on a cost for this. Moving this also resolves the need for a new utility easement as we already have one for the north side of the property for the sewer main. I believe our cost to the broker is \$250, which is an expense in addition to the high line.

12. *Untable - Approve Ordinance No. S-327 Vacating Street Right-of-Way N Bluff * Roll Call Vote*

We tabled this in July so that Larry could look into a different utility easement rather leaving the entire right of way as a utility easement. He can better explain his conversation with Mr. Alldritt about this, but leaving it the way it was originally presented protects the city and any access we would need to the sewer, water and electric utilities that touch this R.O.W.

13. Discuss Airport Fuel System - Administrator Ewertz

Our old, antiquated Fuel Master system will no longer update, however it still works. Three problems with this: we cannot see smart card transactions that we invoice for in house to those two users(I've disabled this option), we cannot see credit card transactions and will just blindly receive money in the bank from the card processor each month, and we can't tell what the fuel level is in the tank. Callie spent a lot of time trying to troubleshoot the system with Fuel Master, I went to the cabinet and restarted the system hoping that might fix it, but both to no avail. The rep told Callie the system just can't be updated any longer (this was installed 2012ish?), but there may be an update we could install. She will make contact with them again and I hope to have more information with you about that before the meeting. I also made Darin aware of this to see what we need to do to move forward with the airport fuel project, at least the card reader and pump installation so he is working on getting some information as well. I am hoping the update will bandaid us through this tourism season at the airport. Callie thinks the last time she checked the monthly fuel level in early August we had approximately 2,500gal. The tank holds 5,000 but we never fill it to allow for expansion. With the traveling season upon us for hunters and holidays, you might consider approving the purchase of up to 1,500gal of AV up to a certain dollar amount tonight so we can get that ordered and delivered once we have the bandaid in place, or we can wait for the next meeting with a bid price for \$1,500gal and approve the purchase then. I have called a notam to close fuel at the airport until Friday.

14. Discuss Neighborhood Revitalization Program - Administrator Ewertz

The old NRP has ended and County Counselor Raleigh has been working on a new one, attached is the draft. From what I understand, what makes this one different is instead of an area of our city being assigned an NRP, the entire county has been made an NRP making any property eligible essentially. If you read through that proposal, essentially it is saying each taxing entity will surrender so much of its ad valorem taxes to support the rebate to a qualifying property improvement. What I have not confirmed is that rebate only applies to the INCREASED tax amount that comes from the

improvement, not from the entire property tax bill. I will try to get a better summary for you, however the way it was briefly interpreted, if we think property owners will do at least \$25,000 worth of improvements to their properties in Anthony following the parameters outlined in the program, we should do it. If not, then we might consider if we want to participate as all the taxing entities will surrender that piece of their ad valorem tax moneys each year even if the property isn't in our own city. If you would like to attend the public meeting/hearing, this will be on September 28th at 10 am in the County Commissioners meeting room. The Sunrise 2nd and Sycamore additions are not eligible for the NRP.

STAFF REPORTS

15. Chief of Police Report

EXECUTIVE SESSION

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

Additional Notes:

- We are looking at October 14th or October 28th for our fall employee luncheon. We would like to close the office from noon – 2pm like last fall and have another chili and soup cook off!
- We have Chief agreed to a city employee party in November, and we are looking at November 18th so that we avoid people being off work on that Wednesday before Thanksgiving. Again, we would ask to close the office from noon – 2 for this so we can all have lunch. Chief has made his request for catering, so I will look into that this week.
- Larry and I worked on the bids for tree trimming for the street right of ways and the side by side last Friday and they should run this week in the paper. Once they publish on Wednesday, we will email the bid pack to at least 3 vendors as well.
- The deputy clerk ad published last week, one application received. I need to post it to Indeed this week as well and on our clerk list serve.
- The lake board is still waiting for an answer on the LWCF grant, however they just received notice this weekend they have been awarded a 3 year Patterson Family Foundation grant totaling \$199,000.00! That will be a great way to rebuild their capital improvement fund. Connie Jacobs will come in Wednesday so we can work on the response to the award that must be submitted by Friday.
- Attached are the recent Land Bank minutes as you requested from the land bank. The extension has been set up and tested, so voicemails are sent to the land bank email. Jessica has made contact with Strong's insurance about carrying their own insurance policy as well.