



City Commission Regular Meeting

Tuesday, February 01, 2022 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.](#) Approval of Regular Meeting Minutes of January 18, 2022
- [2.](#) Special Appropriations:
 - Fund #34 Capital LM&I - EBH \$437.50 RV Dump Station
 - Fund #79 IMP Fund - EBH \$15,000 Cell 1 Repair Design C20-3005-01
- [3.](#) Appropriation Ordinance No 6105 \$275,412.43
- [4.](#) Approve 2.01.2022 Payroll \$52,959.80
- [5.](#) Approval of Certificate of Convenience to Provide Electric Services to NE 1/4 28-32-6
- [6.](#) Approval to Cease Operating Electric Services to the SE 1/4 32-32-5

PUBLIC HEARINGS - NONE

REGULAR BUSINESS

7. Security System Equipment Bids
8. Rural Housing Initiatives
- [9.](#) Airport Lease Agreement
10. City of Anthony Pavement Construction Award

[11.](#) Health Nuisance 414 S. Kansas Wohlschlegel 2022

[12.](#) Approval to Submit Bid Request for Shop Lift

STAFF REPORTS

[13.](#) Administrator Report

[14.](#) Chief of Police report

EXECUTIVE SESSION - NONE

15. Executive Session to Discuss Personnel Pursuant to “Personnel Matters of Non-Elected 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.: | Kenny Hodson Jr. – Jan Lanie (Vice) |
| c. Commissioner of Parks, Police, Fire Dept.: | Sherrie Eaton – Eric Smith (Vice) |
| d. Commissioner of Street Dept., Airport: | Eric Smith – Kenny Hodson Jr. (Vice) |



City Commission Regular Meeting

Tuesday, January 18, 2022 at 6:00 PM
Commission Chambers, 124 S Bluff, Anthony, KS 67003

MINUTES

OPENING

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

PRESENT

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

City Administrator Cyndra Kastens, Police Chief Kenny Hodson, Deputy City Clerk Sherri Miller and Creighton Cullop.

- Approval of Agenda

A motion was made to approve the agenda.

Motion made by Mayor Cleveland, Seconded by Commissioner Hodson Jr..

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie, Commissioner Hodson Jr., Commissioner Smith

PUBLIC COMMENT

Creighton Cullop was present and thanked the Commission for the work they do.

CONSENT AGENDA

1. Approve Regular Meeting Minutes of January 4, 2022
2. FAA Grant 3-20-0002-012-2021 Demolition - Change Order #1 \$3,475 and #2 \$7,500
3. Approve Special Appropriations:

Fund #12 Airport - EBH Engineering \$6,608.00 for ALP Update Work

Fund #34 Airport - DLS \$14,700.00 for Seeding and Cistern Abandonment

Fund #34 Airport - EBH Engineering \$7,358.27 (Inv#13435 \$4449.81, Inv#13526 \$1547.09,
Inv#13555 \$1361.37) Demolition Eng & Insp

4. Appropriations Ordinance No 6104 \$151,434.92
5. Approve 1.18.22 Payroll \$52,926.50
6. Approve to Submit Request for Bids for 2021 WWTF Cell One Sewer Improvements C20-3005-01

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

Motion made by Commissioner Eaton, Seconded by Commissioner Smith.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie, Commissioner Hodson Jr., Commissioner Smith

PUBLIC HEARINGS - NONE

REGULAR BUSINESS

7. Approval to Purchase Three 500KVA 656 AMP Regulators for the Power Plant

Admin Kastens presented a quote from Sunbelt Solomon and the report from CHUBB indicating the need to replace the regulator that has failed recent testing parameters with high levels of combustible gas. After further discussion regarding the need to finally complete the size upgrades on these units since the 138 was installed, a motion was made to approve the purchase of three 500KVA 656 AMP regulators for the Power Plant at \$18,200 each to be paid from electric equipment replacement.

Motion made by Commissioner Eaton, Seconded by Commissioner Lanie.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie, Commissioner Hodson Jr., Commissioner Smith

8. December Power Costs

Admin Kastens presented the reports of the December purchased power costs and the results of the winter Nextera contract. Since hard weather temperatures had not set in yet and the cost of gas did not go up as projected, the winter contract did not perform as expected. Consideration was made to cover the cost of the winter contract to prevent these power costs from impacting the citizens. A motion was made to pay the winter Nextera Contract costs of \$39,939.56 out of the Electric Emergency Reserve so it will not appear on the citizens bills.

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

9. Security System Equipment Bids

Chief Hodson and Commissioner Smith updated the Commission on their findings to date on the review of the surveillance security system bids. After a great discussion, further information and clarification on the term “monitoring” was requested.

10. Resolution No. 1098 Local Participation in Rural Opportunity Zone Match

RESOLUTION NO. 1098

A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF ANTHONY, KANSAS AUTHORIZING PARTICIPATION IN RURAL OPPORTUNITY ZONE STUDENT LOAN REPAYMENT PROGRAM CALENDAR YEAR 2022.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF ANTHONY, KANSAS, IN THE COUNTY OF HARPER:

Section 1. Pursuant to K.S.A. 2021 Supp. 74-50,223, the City Commission expresses its intent to participate in the Rural Opportunity Zone (ROZ) student loan repayment program.

Section 2. Harper County has been designated a Rural Opportunity Zone pursuant to K.S.A. 2021 Supp. 74-50,222.

Section 3. The City of Anthony Commission hereby obligate the City of Anthony to participate in the ROZ student loan repayment program as provided by K.S.A. 2021 Supp. 74-50,223 for a period of five years, which shall be irrevocable.

Section 4. The City of Anthony agrees to pay in equal shares with the State of Kansas the outstanding student loan balance of any individual domiciled within the incorporated and unincorporated areas of the City of Anthony for a period of five years, if the domiciled individual meets the terms of qualification provided by the State of Kansas in K.S.A. 2021 Supp. 74-50,223, and the appropriate rules and regulations. The number of qualified resident individuals receiving such payments will be subject to the availability of funds.

Section 5. The maximum student loan balance for each qualified resident individual to be repaid jointly The City of Anthony and the State of Kansas shall be \$15,000 over a term of five years.

Section 6. The City of Anthony shall allocate \$ 7,500.00 a calendar year for the purpose of matching payments from the State of Kansas to qualified resident individuals. The City of Anthony shall revise its ROZ budget on an annual basis submitting a new Resolution to the State of Kansas by January 30th each year. The City of Anthony shall submit their obligation in full to the Department of Commerce before the first day of September each year.

BE IT FURTHER RESOLVED that this resolution shall be published once in the official city newspaper and shall be in effect from and after its date of publication.

Adopted this 18th day of January, 2022 by the City Commission of Anthony, in Harper County, Ks.

A motion was made to approve Resolution 1098 Local Participation in Rural Opportunity Zone Match. Motion made by Commissioner Smith, Seconded by Commissioner Eaton.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie, Commissioner Hodson Jr., Commissioner Smith

11. Lake Walking Path Update

Admin Kastens updated the Commission on the Lake Walking Path.

12. COLA

Admin Kastens sought guidance from the Commission as to whether the city should consider a COLA this year due to extreme inflation. After discussion, the Commission guided the Admin to move in the direction of having a salary survey done to see where the city is currently sitting with wages.

13. Electric Territory Swap Proposal

Admin Kastens showed the Commission a map with the latest electric territory swap proposal as suggested from Wheatland Electric. The Commission instead agreed to accept a quarter for quarter comparable swap. The Admin will propose the amendment to Wheatland.

STAFF REPORTS

14. Administrator Report

The Admin provided a written report on 432 S Anthony, RV Dump Station, Airport CIP, PCP Audit, In-Town Regulator Station, ADA Boat Dock, Floodplain Mapping Update and other department activities.

15. Chief of Police Report

We arrested Camron Tambunga for driving on an expired tag
 We arrested Catherine Coulter for driving on an expired tag
 We arrested Laura Kennemer for driving with an expired driver's license
 We investigated a criminal damage to property in the 500 block of S. Penn
 We served a health notice
 We are investigating a theft of a credit card
 We investigated a battery case involving two juveniles
 We are investigating a theft in the 100 block of S. Springfield

EXECUTIVE SESSION

16. Executive Session for Annual Evaluation Pursuant to "Personnel Matters of Non-Elected Personnel, K.S.A. 75-4319 (b) (1)."

At 7:30 p.m., Mayor Cleveland made a motion to go into Executive Session for fifteen minutes until 7:45 p.m. to discuss Annual Evaluation Pursuant to "Personnel Matters of Non-Elected Personnel, K.S.A. 75-4319(b)(1)." Commissioner Smith seconded the motion. Motion carried 5-0. The Commission chambers were cleared with the Commissioners and City Administrator remaining present.

At 7:45 p.m., Mayor Cleveland made a motion to extend the executive session fifteen minutes until 8:00 p.m. Commissioner Eaton seconded the motion. Motion carried 5-0.

At 8:00 p.m., Mayor Cleveland made a motion to extend the executive session five minutes until 8:05 p.m. Commissioner Lanie seconded the motion. Motion carried 5-0.

At 8:05 p.m., Mayor Cleveland made a motion to extend the executive session five minutes until 8:10 p.m. Commissioner Hodson seconded the motion. Motion carried 5-0.

At 8:10 p.m., Mayor Cleveland called the regular meeting back to order. No binding action.

ADJOURNMENT

A motion was made to adjourn the regular meeting.

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

Gregory Cleveland, Mayor

Cyndra Kastens, City Clerk/Administrator

50090

Item 2.

34-50-4011

"RV Dump Station"



EBHengineering.com |

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

RECEIVED

January 26, 2022

Project No: R3994.1

Invoice No: 13613

Cyndra Kastens
 City of Anthony
 124 South Bluff
 PO Box 504
 Anthony, KS 67003

JAN 28 2022

By

Project R3994.1 Anthony Lake Pump Station Improvements 2021

Project Manager: Michael Younger

Professional Services from October 24, 2021 to January 22, 2022**Amount Due**

Billing Phase	Fee	Earned
Survey	4,000.00	4,000.00
Design	8,000.00	8,000.00
Construction Engineering & Staking	5,000.00	437.50
Easement Boundary Description	1,000.00	0.00
Total Fee	18,000.00	12,437.50
	Previous Fee Billing	12,000.00
	Current Fee Billing	437.50
	Total Fee	437.50
	Total this Invoice	\$437.50

Request for Payments

Federal Audit n/a - State funds

Project: **WWTF Loan Cell #1 Berm Repair** (Estimated project cost \$1,117,400 -\$500,000 loan forgiveness= \$617,4000)

City of **Anthony**

Engineering Contract - \$163,500 (\$60,000-design, \$7,500 loan mgmnt, \$3,000 notice of intent, \$10,000 O&M and Final Plan Op, \$65,000 Const observation, \$8,000 staking, \$2,500 seepage test, \$7,500 Geo tech).

Construction Contract - \$Not yet bid.

Date: December 7th, 2021

Payment Request Number: 1

Fund Paying Drawdowns: 79-01-2060 "WWTF CELL #1 C20-3005-01"

	Date	Invoice#	Vendor:	Service:	Engineering	Construction	State Reimb	City's Share
1.	12/7/21	13515	EBH	Design	\$20,000.00			
2.	12/22/21		State of Kansas	Reimb Drawdown #1			\$20,000.00	
3.	1/3/22	13547	EBH	Design	\$15,000.00			
4.								
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14.								
15.								
16.								
				DRAWDOWN TOTALS:	\$35,000.00	\$0.00	\$20,000.00	\$0.00

Total This Payment Request:

Total Billing to Date:

Total Reimbursement/Payment:

\$15,000.00

\$35,000.00

\$20,000.00

Total City Paid for Project:

Portion of Project Complete:

\$0.00

0.03

Approved by: _____

Greg Cleveland, Mayor



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

January 3, 2022
Project No: R4032.1
Invoice No: 13547

Cyndra Kastens
City of Anthony
124 South Bluff
PO Box 504
Anthony, KS 67003

Project R4032.1 Anthony WWTF Cell No. 1 Improvements 2021
Project Manager: Andrew Brunner
Professional Services from November 21, 2021 to December 25, 2021
Amount Due

Billing Phase	Fee	Earned
Design	35,000.00	35,000.00
Additional Services	0.00	0.00
KWPCRF	0.00	0.00
Administration		
Total Fee	35,000.00	35,000.00
Previous Fee Billing		20,000.00
Current Fee Billing		15,000.00
Total Fee		15,000.00
Total this Invoice		\$15,000.00

"WWTF CELL 1"

79-01-2060

BALANCE SHEET

CALENDAR 2/2022, FISCAL 2/2022

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL
01-00-0010	GENERAL OPERATING	21,298.64-	1,007,189.24
02-00-0010	WATER	20,107.70-	1,120,093.90
03-00-0010	ELECTRIC	33,251.02-	3,860,311.37
04-00-0010	SALES TAX & STATE FEES		31,582.67
05-00-0010	SEWAGE DISPOSAL	5,618.28-	298,039.85
10-00-0010	EMP INSURANCE/BENEFIT	27,751.16-	240,123.62
12-00-0010	AIRPORT	426.55-	187,549.79
14-00-0010	INDUSTRIAL DEVELOPMENT		22,557.65
16-00-0010	SERVICE DEPOSIT	1,050.00-	74,708.23
17-00-0010	SPECIAL STREETS & HIGHWAY		179,156.08
18-00-0010	PUBLIC RELIEF		25,970.45
19-00-0010	WATER UTILITY RESERVE		103,333.10
21-00-0010	WWTF LOAN 2000		278,316.68
23-00-0010	WATER DEBT SVC RESERVE S2013		149,904.95
24-00-0010	BOND & INTEREST		15,921.20
25-00-0010	LIBRARY		644.00
26-00-0010	RECREATION COMMISSION	738.90-	79,084.80
29-00-0010	RECREATION		6,827.38
30-00-0010	MUNICIPAL EQUIPMENT RESERVE		107,012.52
32-00-0010	SPECIAL PARKS & RECREATION		21,607.87
34-00-0010	CAPITAL IMPROVEMENT	437.50-	1,166,145.13
37-00-0010	GO BONDS S2010 POOL		12,962.41
40-00-0010	ELECTRIC UTILITY RESERVE		1,546,639.77
41-00-0010	EL UTIL S2017 REV BOND		1,248,503.74
43-00-0010	EL UTIL S2017 BOND RESERVE		214,897.50
45-00-0010	SEWER RESERVE		80,000.00
50-00-0010	WAYNE DENNIS INVESTMENT FUND		750,141.35
54-00-0010	DEBT RES. WATER 2013		174,213.99
71-00-0010	CASH CONTROL		157,950.48
75-00-0010	COSTS OF ISS.ELEC BONDS 2013		2,421.53
79-00-0010	IMP FUND GO TEMP S2014	15,000.00-	15,000.00-
81-00-0010	WASTEWATER LAGOON CLEANING		161,000.00
82-00-0010	WATER/EQUIPMENT REPLACEMENT		67,962.03
83-00-0010	ELECTRIC/EQUIP REPLACEMENT		1,897,959.53
85-00-0010	SEWER/EQUIPMENT REPLACEMENT		6,454.04
89-00-0010	TRANS GUEST APPROVED		120.94
96-00-0010	WAYNE DENNIS FUNDS		32,498.87
98-00-0010	TRANSIENT GUEST TAX		10,558.61
		=====	=====
	PROOF	125,679.75-	15,325,365.27
		=====	=====

CLAIMS REPORT

Check Range: 1/20/2022- 2/02/2022

#6105

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL OPERATING					
AT&T	HALL WIFI	52.79	45981	2/02/22	
DOLLAR GENERAL RETAIL	REFUND FOR OVERPAYMENT ON CMB	30.00	45993	2/02/22	
ECOWATER SYSTEMS	PD WATER	16.00	45994	2/02/22	
FIRST BANK	FEBRUARY GRADER	2,963.50	1249288	2/01/22	
GREAT-WEST FINANCIAL	2/1/2022 PR	308.29	1249289	2/01/22	
INTERNATL INST OF MUN CLERKS	CYNDRA & SHERRI MEMBERSHIP IIM	113.75	45998	2/02/22	
IRS PAYROLL TAXES	2/01/2022 PR	3,422.49	1249291	2/01/22	
KACM	DONNA CROW KACM MEMBERSHIP	50.00	46000	2/02/22	
KANSAS MAYORS ASSOCIATION	2022 DUES	50.00	46001	2/02/22	
KANSAS MUNICIPAL JUDGES ASSOC	2022 DUES	25.00	46002	2/02/22	
KANZA BANK	FEBRUARY FIRE TRUCK	2,700.85	45999	2/02/22	
KPERS	2/01/2022 PR	2,003.58	1249290	2/01/22	
LD ENTERPRISES INC	SPECIAL USE STICKERS	30.00	46005	2/02/22	
LIBERTY NATIONAL	FEBRUARY	1.95	1249292	2/01/22	
MANHATTANLIFE ASSURANCE COMP	CANCER INS	75.04	46007	2/02/22	
NEW YORK LIFE	EMP LIFE INS	6.72	46009	2/02/22	
PIONEER CELLULAR	842-2081 PD CELL	29.62	46010	2/02/22	
SOUTH CENTRAL WIRELESS	3134,5123,5569,3863 FAX	411.10	46012	2/02/22	
TERMINIX PROCESSING CENTER	HALL PEST CONTROL	72.84	46014	2/02/22	
UNIFIRST CORPORATION	EMPLOYEE UNIFORMS	143.68	46015	2/02/22	
VISION SERVICE PLAN	FEBRUARY	111.66	1249295	2/01/22	
01 GENERAL OPERATING TOTAL			12,618.86		
WATER					
AMAZON CAPITAL SERVICES	HAND SANITIZER DISPENSER	42.98	45982	2/02/22	
CARGILL, INCORPORATED	SALT	4,427.98	45988	2/02/22	
CITY ATTORNEYS ASSOC OF KS	2022 ATTY ASSOC DUES	17.50	45989	2/02/22	
CITY OF ANTHONY	SECURITY DEPOSIT REFUND	4.05	45990	2/02/22	
CITY OF ANTHONY	ELECTRIC REIMBURSEMENT DEC 2021	1,344.19	45991	2/02/22	
DIRECTOR OF TAXATION	WATER PROTECTION FEE	873.39	45974	1/22/22	
ELITE COLLISION CENTER	PAY JET SKI DAMAGE	1,562.75	45973	1/21/22	
GREAT-WEST FINANCIAL	2/1/2022 PR	51.52	1249289	2/01/22	
INNOVATIVE AUTOMATION	CHLORINE PUMP CONTROL MODULE	2,056.19	45997	2/02/22	
INTERNATL INST OF MUN CLERKS	CYNDRA & SHERRI MEMBERSHIP IIM	113.75	45998	2/02/22	
IRS PAYROLL TAXES	2/01/2022 PR	2,081.60	1249291	2/01/22	
KPERS	2/01/2022 PR	1,444.51	1249290	2/01/22	
DAVID LARCOM	BOOTS	150.00	46004	2/02/22	
LD ENTERPRISES INC	GENERAL RECEIPTS	78.33	46005	2/02/22	
LIBERTY NATIONAL	FEBRUARY	16.81	1249292	2/01/22	
MANHATTANLIFE ASSURANCE COMP	CANCER INS	19.98	46007	2/02/22	
MICROSOFT AZURE	USAGE CHARGE	6.07	46008	2/02/22	
MUTUAL OF OMAHA	FEB LIFE INS	44.86	1249293	2/01/22	
NEW YORK LIFE	EMP LIFE INS	15.23	46009	2/02/22	
PIONEER CELLULAR	842-2321 WATER CELL	72.26	46010	2/02/22	
RED EQUIPMENT, LLC	VAC TRUCK PARTS	281.48	46011	2/02/22	
SOUTH CENTRAL WIRELESS	SHOP LINES, EMERGENCY LINE	277.48	46012	2/02/22	
UNIFIRST CORPORATION	EMPLOYEE UNIFORMS	96.98	46015	2/02/22	
VISION SERVICE PLAN	FEBRUARY	64.39	1249295	2/01/22	
WATER WISE ENTERPRISES	SODIUM HYPOCHLORITE	830.00	46016	2/02/22	
02 WATER TOTAL			15,974.28		

CLAIMS REPORT

Check Range: 1/20/2022- 2/02/2022

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
ELECTRIC					
AMAZON CAPITAL SERVICES	AUTO INTERIOR REPAIR KIT		14.99	45982	2/02/22
ANDERSON WELDING	OXYGEN TANKS		39.12	45983	2/02/22
AT&T	PLANT PHONE & LONG DISTANCE		186.49	45981	2/02/22
ATMOS ENERGY	P PLANT NAT GAS		488.70	45984	2/02/22
BLAINE BLACKBURN	SECURITY DEPOSIT REFUND		6.48	45986	2/02/22
VICTORIA BRILES	SECURITY DEPOSIT REFUND		8.83	45987	2/02/22
CITY ATTORNEYS ASSOC OF KS	2022 ATTY ASSOC DUES		17.50	45989	2/02/22
CITY OF ANTHONY	SECURITY DEPOSIT REFUND		9.18	45990	2/02/22
DIRECTOR OF TAXATION	4TH QT 21 USE TAX		420.70	1249287	1/23/22
GRAINGER	REGULATOR CAPACITORS		35.94	45996	2/02/22
GREAT-WEST FINANCIAL	2/1/2022 PR		363.54	1249289	2/01/22
INTERNATL INST OF MUN CLERKS	CYNDRA & SHERRI MEMBERSHIP IIM		113.75	45998	2/02/22
IRS PAYROLL TAXES	2/01/2022 PR		4,619.85	1249291	2/01/22
KANSAS MUNICIPAL UTILITIES	YEARLY MEMBERSHIP DUES		7,390.00	46003	2/02/22
KMEA EMP2 OPERATING ACCOUNT	DECEMBER PURCHASE POWER		140,013.81	45975	1/22/22
KPERS	2/01/2022 PR		3,200.38	1249290	2/01/22
LD ENTERPRISES INC	GENERAL RECEIPTS		78.33	46005	2/02/22
LIBERTY NATIONAL	FEBRUARY		118.62	1249292	2/01/22
MANHATTANLIFE ASSURANCE COMP	CANCER INS		94.27	46007	2/02/22
MICROSOFT AZURE	USAGE CHARGE		12.14	46008	2/02/22
MUTUAL OF OMAHA	FEB LIFE INS		89.67	1249293	2/01/22
NEW YORK LIFE	EMP LIFE INS		21.37	46009	2/02/22
PIONEER CELLULAR	842-7801 ELEC CELL		41.92	46010	2/02/22
SOUTH CENTRAL WIRELESS	5434,3219,3934,5753,5960		296.01	46012	2/02/22
STANION WHOLESALE ELECTRIC CO	STOCK/DONDUIT/LINKS		1,176.65	46013	2/02/22
UNIFIRST CORPORATION	EMPLOYEE UNIFORMS		397.32	46015	2/02/22
VISION SERVICE PLAN	FEBRUARY		158.22	1249295	2/01/22
WHEATLAND ELECTRIC COOP INC	LAKE LIGHTS		17.56	46017	2/02/22
03 ELECTRIC TOTAL			159,431.34		
SALES TAX & STATE FEES					
DIRECTOR OF TAXATION	WATER PROTECTION FEE		931.62	45974	1/22/22
04 SALES TAX & STATE FEES TOTAL			931.62		
SEWAGE DISPOSAL					
CITY OF ANTHONY	ELECTRIC REIMBURSEMNT DEC 2021		319.40	45991	2/02/22
CUMMINS SALES & SERVICE	BLOCK HEATER FOR SEWER LIFT		268.49	45992	2/02/22
GREAT-WEST FINANCIAL	2/1/2022 PR		19.15	1249289	2/01/22
INTERNATL INST OF MUN CLERKS	CYNDRA & SHERRI MEMBERSHIP IIM		113.75	45998	2/02/22
IRS PAYROLL TAXES	2/01/2022 PR		899.90	1249291	2/01/22
KPERS	2/01/2022 PR		604.22	1249290	2/01/22
LD ENTERPRISES INC	GENERAL RECEIPTS		78.34	46005	2/02/22
LIBERTY NATIONAL	FEBRUARY		.98	1249292	2/01/22
MANHATTANLIFE ASSURANCE COMP	CANCER INS		9.37	46007	2/02/22
MICROSOFT AZURE	USAGE CHARGE		6.07	46008	2/02/22
MUTUAL OF OMAHA	FEB LIFE INS		10.39	1249293	2/01/22
NEW YORK LIFE	EMP LIFE INS		7.14	46009	2/02/22
RAY LINDSEY COMPANY	LIFT STATION FLOAT CHECK VALVE		70.13	46006	2/02/22
RED EQUIPMENT, LLC	VAC TRUCK PARTS		281.47	46011	2/02/22
UNIFIRST CORPORATION	EMPLOYEE UNIFORMS		86.82	46015	2/02/22
VISION SERVICE PLAN	FEBRUARY		18.70	1249295	2/01/22

CLAIMS REPORT

Check Range: 1/20/2022- 2/02/2022

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	05	SEWAGE DISPOSAL TOTAL	2,794.32		
EMPLOYEE BENEFIT					
BCBS OF KANSAS	FEBRUARY 2022	25,346.47	1249294	2/01/22	
MUTUAL OF OMAHA	FEB LIFE INS	55.03	1249293	2/01/22	
	10	EMPLOYEE BENEFIT TOTAL	25,401.50		
AIRPORT					
BILL'S GENERAL REPAIR LLC	SERVICE ALIGNMENT	100.00	45985	2/02/22	
CITY OF ANTHONY	ELECTRIC REIMBURSEMNT DEC 2021	242.89	45991	2/02/22	
IRS PAYROLL TAXES	2/01/2022 PR	7.23	1249291	2/01/22	
KPERS	2/01/2022 PR	5.57	1249290	2/01/22	
SOUTH CENTRAL WIRELESS	3400 AIRPORT LINE	46.88	46012	2/02/22	
	12	AIRPORT TOTAL	402.57		
SERVICE DEPOSIT					
BLAINE BLACKBURN	SECURITY DEPOSIT REFUND	100.00	45986	2/02/22	
VICTORIA BRILES	SECURITY DEPOSIT REFUND	100.00	45987	2/02/22	
CITY OF ANTHONY	SECURITY DEPOSIT REFUND	850.00	45990	2/02/22	
	16	SERVICE DEPOSIT TOTAL	1,050.00		
RECREATION COMMISSION					
ACROSS THE HALL BOUTIQUE	BASKETBALL SHIRTS	1,244.00	45971	1/20/22	
CITY OF ANTHONY	ELECTRIC REIMBURSEMNT DEC 2021	10.68	45991	2/02/22	
HOME LUMBER & SUPPLY INC	KEY FOR HALL	2.03	45972	1/20/22	
IRS PAYROLL TAXES	2/01/2022 PR	107.88	1249291	2/01/22	
PIONEER CELLULAR	842-7466 REC CELL	66.29	46010	2/02/22	
	26	RECREATION COMMISSION TOTAL	1,430.88		
CAPITAL IMPROVEMENT FUND					
EVANS-BIERLY-HUTCHISON & ASSOC	RV DUMP STATION	437.50	45995	2/02/22	
	34	CAPITAL IMPROVEMENT FUND TOTAL	437.50		
ELECTRIC UTILITY RESERVE					
KMEA EMP2 OPERATING ACCOUNT	WINTER CONTRACT COST	39,939.56	45975	1/22/22	
	40	ELECTRIC UTILITY RESERVE TOTAL	39,939.56		
IMP FUND GO TEMP S2014					

CLAIMS REPORT
Check Range: 1/20/2022- 2/02/2022

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
EVANS-BIERLY-HUTCHISON & ASSOC WWTF CELL 1			15,000.00	45995	2/02/22
	79 IMP FUND GO TEMP S2014 TOTAL		15,000.00		
	Accounts Payable Total		275,412.43		

CLAIMS REPORT
CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
01	GENERAL OPERATING	12,618.86
02	WATER	15,974.28
03	ELECTRIC	159,431.34
04	SALES TAX & STATE FEES	931.62
05	SEWAGE DISPOSAL	2,794.32
10	EMPLOYEE BENEFIT	25,401.50
12	AIRPORT	402.57
16	SERVICE DEPOSIT	1,050.00
26	RECREATION COMMISSION	1,430.88
34	CAPITAL IMPROVEMENT FUND	437.50
40	ELECTRIC UTILITY RESERVE	39,939.56
79	IMP FUND GO TEMP S2014	15,000.00

	TOTAL FUNDS	275,412.43

PRUPDT00
09.21.21

Thu Jan 27, 2022 9:14 AM
PAID THROUGH 1/23/2022
CALENDAR 2/2022, FISCAL 2/2022 DATES 1/23/2022 -- 2/01/2022

City of Anthony KS
COST CENTER REPORT
FIRST PAY OF MONTH

OPER: J D
JRNL 3746
FIRST PAY OF MONTH

PAGE Item 4.

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.	22.00	.00	.00	.00	189.50	1156.25	.00	.00	.00	3644.73	302.47
102 POLICE	235.40	.00	.00	.00	236.00	6478.00	.00	.00	.00	6488.83	1307.14
104 STREET	213.75	.00	.00	.00	249.50	4657.31	.00	.00	.00	5686.94	884.36
105 GEN-ZONING	.00	.00	.00	.00	.00	159.04	.00	.00	.00	159.04	.00
230 WATER-LAKE	108.50	.00	.00	.00	109.00	1739.99	.00	.00	.00	1747.90	364.22
231 WATER-PRODUCTIO	7.00	.00	.00	.00	7.00	114.24	.00	.00	.00	114.24	.00
232 WATER-DISTRIBUT	295.20	.00	.00	.00	357.46	3587.32	.00	.00	.00	4781.17	1481.08
233 WATER-COMM& GEN	74.11	.00	.00	.00	83.98	2291.37	.00	.00	.00	2470.32	.00
331 ELECTRIC-PROD	537.25	.00	.00	.00	583.25	6287.92	.00	.00	.00	7566.74	1300.59
332 ELEC-DISTRIBUTI	644.98	.00	.00	.00	692.09	8616.18	.00	.00	.00	9530.35	2145.45
333 ELECTRIC-COMM	96.39	.00	.00	.00	112.77	3860.13	.00	.00	.00	4146.70	173.44
533 SEWER-COMM & GE	24.85	.00	.00	.00	32.00	581.60	.00	.00	.00	702.80	.00
534 SEWER-TREATMENT	220.82	.00	.00	.00	269.20	2146.61	.00	.00	.00	3080.94	.00
1201 AIRPORT	2.00	.00	.00	.00	2.00	37.46	.00	.00	.00	37.46	.00
2601 REC - GEN	39.00	.00	.00	.00	39.00	624.00	.00	.00	.00	624.00	.00
5102 OT GEN POLICE	.00	11.75	.00	.00	11.75	.00	295.79	.00	.00	295.79	.00
5230 LAKE-OVERTIME	.00	2.00	.00	.00	2.00	.00	87.27	.00	.00	87.27	.00
5232 OT WATER DIST	.00	10.75	.00	.00	10.75	.00	453.26	.00	.00	453.26	.00
5233 OT WA COMM/GEN	.00	10.25	.00	.00	10.25	.00	301.11	.00	.00	301.11	.00
5331 OT ELEC PROD	.00	8.00	.00	.00	8.00	.00	430.36	.00	.00	430.36	.00
5332 OT ELEC DIST	.00	4.00	.00	.00	4.00	.00	146.09	.00	.00	146.09	.00
5534 OT SEWER TREAT	.00	9.75	.00	.00	9.75	.00	423.76	.00	.00	423.76	.00
6102 SHIFT GEN POLIC	.00	.00	.00	.00	80.00	.00	.00	.00	.00	40.00	.00
99999 DISTRIBUTED	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	565.84
TOTAL	2521.25	56.50	.00	.00	3099.25	42337.42	2137.64	.00	.00	52959.80	8524.59

FORM CC
BEFORE THE STATE CORPORATION COMMISSION OF THE STATE OF KANSAS

IN THE MATTER OF THE APPLICATION OF)

City of Anthony)

for a CERTIFICATE of CONVENIENCE and AUTHORITY to transact the)

business of a(n) **Electric**)

(Tel., Gas, Elec., etc.)

Public Utility)

(Common carrier or public utility)

Docket No.)

in the State of Kansas.)

A tract of land of land in Section 28, Township 32 South, Range 6 West in Harper County, Kansas. More particularly described as follows:)

The Northeast ¼ of Section 28, Township 32 South, Range 6 West)

APPLICATION FOR CERTIFICATE

Comes on **City of Anthony**

of **Harper County**, Kansas, and presents and shows to the Commission:

That Applicant is a(n) **Corporation**

(Corporation, Partnership or Individual)

and as such intends to engage in the business of a(n) **Electric** **Public Utility**

(Tel., Gas, Elec., etc.) (Common carrier or public utility)

In the State of Kansas, thereby promoting the public convenience in the following described territory in said state, to wit: (describe by metes and bounds and attach map as part of this application).

A tract of land of land in Section 28, Township 32 South, Range 6 West in Harper County, Kansas. More particularly described as follows:

The Northeast ¼ of Section 28, Township 32 South, Range 6 West

The other utilities of the same classification as this Applicant now operating in or adjoining the above-described territory are:

NAME
City of Anthony

ADDRESS
124 S Bluff

P.O. Box 504

Anthony, KS. 67003

That the above-described territory is now being served by **Wheatland Electric Cooperative, Inc.**, which said utility has filed its application requesting permission from the Commission to cease operating in said territory.

The Applicant further states:

WHEREFORE; Applicant requests that a Certificate of Convenience and Authority be issued granting the right to transact the business of a(n) Electric Public Utility
(Tel., Gas, Elec., etc.) (Common carrier or public utility)

In the above-described territory.

CITY OF ANTHONY
CYNDRA KASTENS
Applicant

STATE OF KANSAS)
) ss.
Harper COUNTY,) By _____

Cyndra Kastens, of lawful age, being duly sworn deposes and states that I have full authority to file this pleading and says that she is the **City Clerk/Administrator** of the above-named, that she has read the above and foregoing application and knows the contents thereof, and that the matters and information therein stated are true.

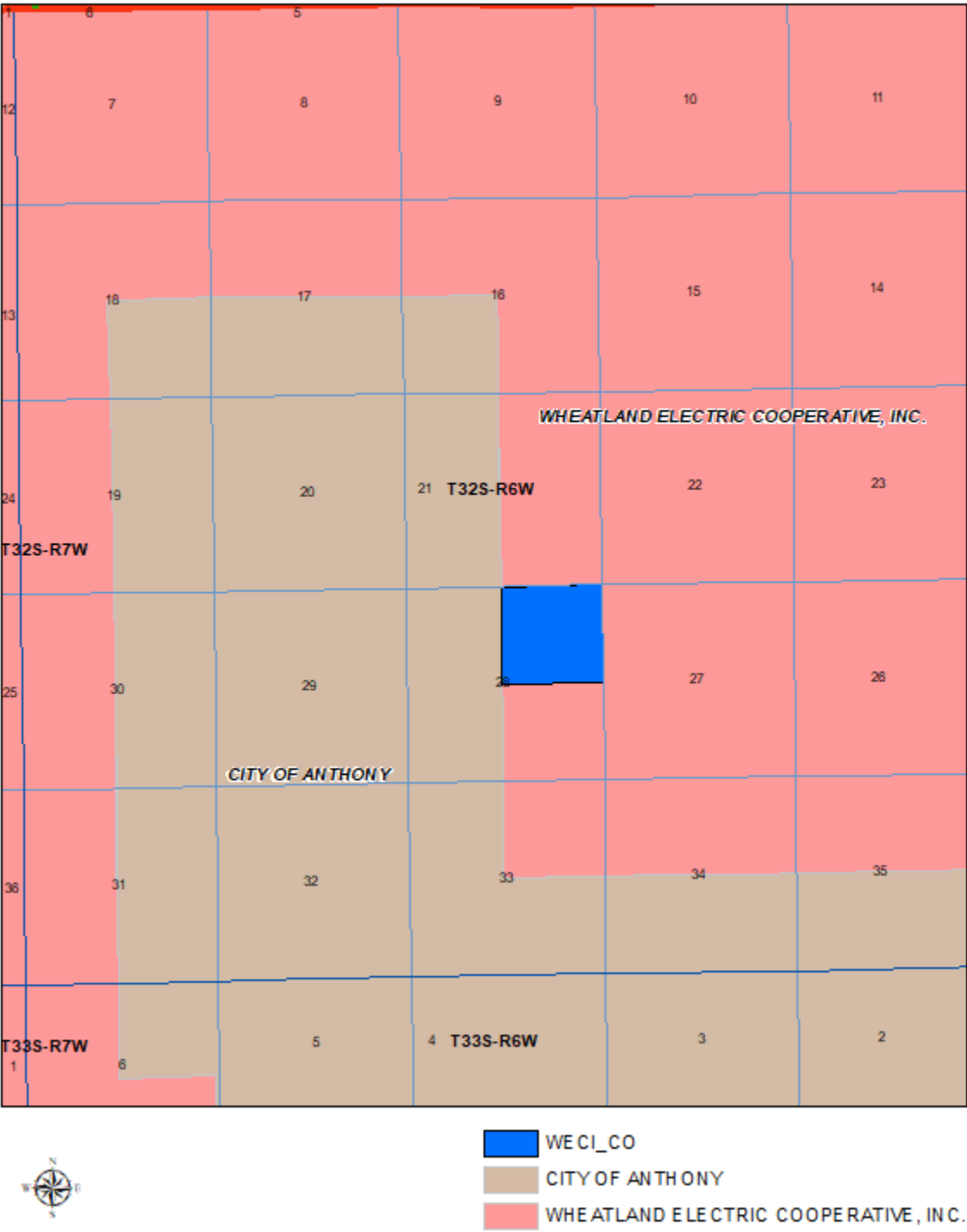
Cyndra Kastens

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20 _____

Notary Public

My commission expires: _____

Exhibit A



FORM CO
BEFORE THE STATE CORPORATION COMMISSION OF THE STATE OF KANSAS

IN THE MATTER OF THE APPLICATION OF

City of Anthony_____

for permission to CEASE OPERATING as a(n) **Electric**_____

(Tel., Gas, Elec., etc.)

Public Utility_____ in the State of Kansas.

(Common carrier or public utility)

In the State of Kansas

A tract of land of land in Section 32, Township 32 South, Range 5 West in Harper County, Kansas. More particularly described as follows:

The Southeast ¼ of Section 32, Township 32 South, Range 5 West_____

APPLICATION FOR CEASE OPERATION

Comes now **City of Anthony**_____ and

respectfully represents to the Commission that **THEY** operate(s) a(n) **Electric** **Public**
Utility_____

(Tel., Gas, Elec., etc.)

(Common carrier or public utility)

in Kansas under authority of a Certificate granted to **THEM** on _____ 20 ____ in
Docket

Number _____ (if operating prior to 1911, please so state).

1. Said applicant desires and herein seeks the approval of the Commission to cease operating as a(n)

Electric **Public Utility**_____ in the following described territory:
(Tel., Gas, Elec., etc.) (Common carrier or public utility)

A tract of land of land in Section 32, Township 32 South, Range 5 West in Harper County, Kansas. More particularly described as follows:

The Southeast ¼ of Section 32, Township 32 South, Range 5 West_____

2. That attached hereto and marked "Exhibit A" is a detail map showing the above-described territory.

3. That simultaneously herewith, **Wheatland Electric Cooperative, Inc.**, has filed an application for a
(Corporation, Partnership or Individual)

Certificate of Convenience and Authority to serve the above-described territory.

4. That applicant further states:

This Cease Order Application is made to coincide with the application for Certificate of Convenience by Wheatland Electric Cooperative, Inc., that both applications can be acted upon by the Commission at the same time.

WHEREFORE; Applicant requests permission to cease operating as a(n) **Electric**
(Tel., Gas, Elec., etc.)
Public Utility in the above-described territory upon completion of the transfer of its physical property therein.
(Common carrier or public utility)

CITY OF ANTHONY
CYNDRA KASTENS
Applicant

STATE OF KANSAS

)
) ss.

Harper COUNTY,)

By _____

Cyndra Kastens, of lawful age, being duly sworn deposes and states that I have full authority to file this pleading and says that she is the **City Clerk/Administrator** of the above-named, that she has read the above and foregoing application and knows the contents thereof, and that the matters and information therein stated are true.

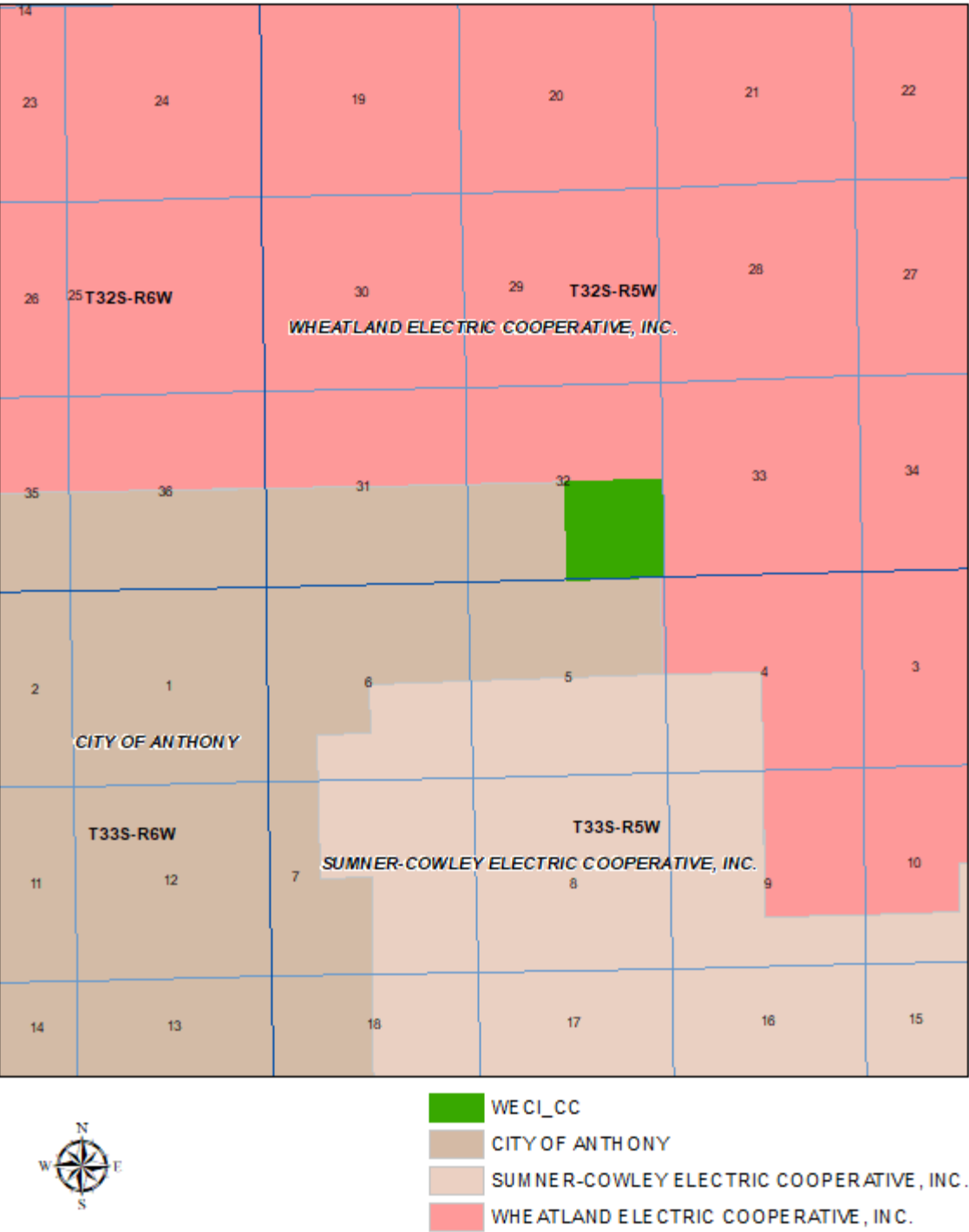
Cyndra Kastens

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20 _____

Notary Public

My commission expires: _____

Exhibit A



City of Anthony

LEASE AGREEMENT

THIS Lease Agreement (“AGREEMENT”) is made and entered into effective as of the date of its execution by the last of the parties hereto to execute the same, by and between the City of Anthony, Anthony, Kansas (“LESSOR”), and _____ (“LESSEE”).

WITNESSETH:

Whereas, LESSOR owns and operates the Anthony Municipal Airport (“Airport”), and the LESSOR is willing to lease to the LESSEE certain premises hereinafter more fully described and located on said AIRPORT upon the terms and conditions stated herein.

NOW THEREFORE, in consideration of the covenants and agreements herein contained, LESSOR leases to LESSEE the real estate described as follows:

LEGAL DESCRIPTION,

Hereinafter referred to as the (“LAND”), subject to the provisions and for the consideration hereinafter stated.

1. **TERM:** The Term of this AGREEMENT commences on the ____ day of _____, 2014, and terminates on the ____ day of _____, 2054 (“INITIAL TERM”). Provided that the LESSEE is in compliance with all the terms and conditions of this AGREEMENT, LESSEE shall have the option to extend the INITIAL TERM of the AGREEMENT for one successive thirty (30) year period (“OPTION TERM”) upon written notice given to LESSOR not less than sixty (60) days prior to the last day of: (i) the Initial Term.

2. **USE OF THE LAND:** Allowable uses include: aircraft hangaring, tie down of the aircraft, aircraft maintenance, aircraft fueling or defueling, aircraft and parts sales, aircraft washing, other legal aeronautical business, and/or other related uses of the LESSEE. **LESSEE hereby agrees that the LAND shall be utilized primarily for the following purpose(s): _____ and has submitted plans and specifications and received approval for such use. LESSEE shall not change this use without first submitting plans and specifications to make said request and obtaining LESSOR’S written consent and approval.** The installation, operation and storage of flammable fuel and/or storage tanks is prohibited, if the fuel being stored is available on the airport from the LESSOR. The installation, operation and storage of flammable fuel and/or storage tanks for fuels other than those available from the LESSOR is permitted with the following conditions: 1) LESSEE must meet all current requirements and regulations for the storage and dispensing of fuel as set forth by KDHE; 2) LESSEE must meet all requirements as set forth in the LESSOR’s Spill Prevention Control and Countermeasure Plan for the airport; and 3) at such time that the LESSOR would begin to provide the fuel that the LESSEE is storing and dispensing, the LESSEE shall remove at their own expense all storage and dispensing equipment and facilities.

3. **AIRPORT:** LESSOR reserves the right (but shall not be obligated to LESSEE) to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport. LESSOR reserves the

right further to develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, without interference or hindrance. LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction.

4. RENT: LESSEE agrees to pay LESSOR as rent for the LAND \$0.05 per square foot annually equally \$_____ per annum during the INITIAL TERM of this AGREEMENT based on the LAND being _____ square feet. The rental payable by LESSEE maybe increased annually by a percentage amount equal to the percentage increase (“Increase”) in the Consumer Price Index (“CPI”). The Increase in the CPI shall be measured by comparing (a) the CPI figure in effect on the first month of the applicable year against (b) the CPI figure in effect on the first day of the prior year of the AGREEMENT. In no event shall such annual increase exceed three percent (3%).

All payments shall be made in advance of the first day of each year to LESSOR or to such agents and at such places as LESSOR shall designate.

5. UTILITIES: LESSEE, at its expense shall pay for electricity, water, and gas (“UTILITIES”) charges to the LAND. LESSOR shall not be liable under any circumstances for loss or injury to property or persons occurring through, in connection with, or incidental to the furnishing of UTILITIES.

6. ALTERATIONS: LESSEE shall make no alterations, additions, or improvements to the LAND without first obtaining LESSOR’S written consent and approval of applicable plans and specifications prior to beginning any work on the LAND. Unless otherwise provided by written agreement, all alterations, improvements, and changes to the LAND shall be done at the cost of LESSEE, shall be the property of LESSEE, and shall remain upon and be surrendered with the LAND at the termination of this AGREEMENT.

7. MAINTENANCE: LESSEE agrees to and shall keep the LAND in good repair, and shall be responsible for making all necessary repairs except such as may be required as a result of damage caused by the negligent and/or willful acts of LESSOR, LESSOR’S officers, directors, representatives, employees, agents, servants, invitees, patrons, customers, contractors, vendors, subcontractors, passengers, successors, assigns, and/or suppliers. Subject to Article 10, LESSEE shall, at its sole cost and expense, make such repairs. The LESSOR will be responsible for mowing the LAND; however, the LESSEE shall be responsible for weed-eating and weed-control two (2) feet out from the buildings located on the LAND all the way around said buildings.

8. CONDITION OF PREMISES: LESSEE acknowledges and agrees that the LAND is in a good and tenantable condition, and LESSEE further agrees, at the termination of this AGREEMENT, to surrender the LAND to LESSOR in as good condition and repair as reasonable and proper use thereof during the term of this AGREEMENT will permit, ordinary wear and tear excepted. LESSOR shall keep and maintain in good order, condition, and repair the buildings located on the LAND.

9. LESSEE’S CONDUCT: It is understood and agreed that LESSEE will not knowingly use or permit upon the LAND anything that will invalidate any policies of insurance now or hereafter carried on the LAND or that will increase the rate of insurance on the LAND; that LESSEE will not use or permit upon the LAND anything that may be dangerous to life or limb; that LESSEE will not in any manner deface or injure the LAND or any part thereof.

LESSEE agrees to comply with the laws of the United States, this State, all local ordinances and resolutions, and all rules and regulations adopted and/or amended from time to time by LESSOR or the FAA for the operation of the Airport and conduct on, in or around the LAND and the Airport. LESSEE agrees to timely

make any report required by any governmental body or regulatory agency having jurisdiction of said Airport, said report to be made to the proper agency or governmental body with a copy to LESSOR.

LESSEE agrees to not overload the floors or permit anything to be done upon the LAND in any way creating a nuisance.

Within ten (10) days after receipt, LESSOR and LESSEE shall advise the other party in writing, and provide the other with copies of (as applicable), any notices alleging violation of any applicable laws relating to any portion of the LAND; any claims made or threatened in writing regarding noncompliance with applicable laws and relating to any portion of the LAND; or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with any applicable laws and relation to any portion of the LAND.

10. INDEMNIFICATION: Except as expressly otherwise stated in this AGREEMENT, LESSEE covenants and agrees, as further consideration for this AGREEMENT that it shall indemnify, release and save harmless LESSOR, LESSOR'S officers, directors, representatives, employees and/or agents from and against any and all claims, costs, damages, suits, causes of action, judgments, loss of or damage to property, and/or injuries to or death of any person or persons sustained in, on or about the LAND or the Airport property, to the extent such loss arises from the negligent and/or willful acts of LESSEE, LESSEE'S officers, directors, representatives, employees, agents, servants, invitees, patrons, customers, contractors, vendors, subcontractors, passengers, successors, assigns and/or suppliers.

11. WAIVER OF LESSEE'S DAMAGES: LESSOR shall not be liable to LESSEE for any act or negligence of any of LESSOR'S tenants or by the owner or Lessee of adjoining or contiguous property to the LAND.

12. DESTRUCTION OF THE LAND: It is understood and agreed that, in the event the LAND be wholly or partly destroyed by fire or other casualty, and said damage is not repaired within one hundred twenty (120) days, this AGREEMENT shall terminate, and LESSOR shall refund to LESSEE all unearned rent theretofore paid in advance, calculating the daily rate based on the regular monthly rent. If LESSEE repairs and reconstructs and improves to the LAND within one hundred twenty (120) days after such fire or other casualty, then this AGREEMENT shall continue in full force and effect. Such repairs or reconstruction shall be done with reasonable diligence. During any time that Lessee is so deprived of the use of part or all of the LAND, Lessee shall be remitted such portion of the rent herein provided as the number of square feet in the part of the LAND of which LESSEE is deprived bears to the number of square feet in the whole of the LAND. Except for daily remittance of rent, Lessor shall not be liable to LESSEE for any damage, whether direct, incidental or consequential, that may be suffered by LESSEE by reason of any such casualty or the repair thereof.

13. ENTRY BY LESSOR OR AGENT: LESSEE shall permit LESSOR, its agents and representatives to enter the LAND by passkeys, or otherwise, to examine the same upon reasonable written notice and at reasonable times or to show the LAND to persons wishing to lease the same, and to place on the door and walls of the LAND a "To Rent" notice for two (2) months prior to the termination of the AGREEMENT if deemed necessary by LESSOR.

14. RE-ENTRY FOR BREACH – RE-LETTING: In the event of any breach or default of this AGREEMENT by LESSEE, then LESSOR, in addition to any other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the LAND. Such property may be removed and stored in any other place on LESSOR'S premises and facilities, or in any other place, for the account of, and at the expense and the risk of, LESSEE. LESSEE agrees LESSOR shall not be

deemed guilty of trespass for such re-entry and hereby expressly waives and releases LESSOR of and from any loss or damage, which may be occasioned by such re-entry. Should LESSOR elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this AGREEMENT or it may from time to time, without terminating this AGREEMENT, re-let the LAND or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as LESSOR in its sole discretion may deem advisable, with the right to make alterations and repairs to the LAND. Rentals received by LESSOR from such re-letting shall be applied first to the payment of rent then due and unpaid hereunder; second, to the payment of any indebtedness, other than rent, due hereunder from LESSEE to LESSOR; third, to the payment of any cost of such re-letting; fourth, to the payment of the cost of any alterations and repairs to the LAND, and the residue, if any, shall be held by LESSOR and applied in payment of future rent as the same may become due and payable hereunder. Should such rentals received from such re-letting during any month be less than that agreed to be paid during that month by LESSEE hereunder, then LESSEE shall pay such deficiency to LESSOR. Such deficiency shall be calculated and paid monthly. No such re-entry or re-taking possession of the LAND by LESSOR shall be construed as an election on its part to terminate this AGREEMENT, unless a written notice of such intention be given to LESSEE, or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, LESSOR may at any time hereafter elect to terminate this AGREEMENT for such previous breach.

15. EVENTS OF DEFAULT: The following shall constitute a material default on the part of the LESSEE:

- (A) The failure of LESSEE to pay and deliver to LESSOR any LESSEE payment after same is due and within ten (10) days after written demand by LESSOR.
- (B) The failure of LESSEE to comply with any other provision of this AGREEMENT as soon as is reasonably practical and in any event within thirty (30) days after written demand by LESSOR, except that if any non-monetary failure is not capable of being cured within such thirty (30) day period, LESSEE shall be given a reasonable time to cure such failure so long as LESSEE has timely commenced curing such failure within the thirty (30) day period and thereafter diligently proceeds to completely cure such failure as soon as possible.
- (C) If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against LESSEE or any voluntary or involuntary proceedings in any court shall be instituted to declare LESSEE insolvent or unable to pay LESSEE'S debts, and in the case of an involuntary petition or proceeding if same is not dismissed within ninety (90) days from the date it is filed, or if LESSEE makes an assignment for the benefit of its creditors, or if a receiver is appointed for any property of LESSEE or if LESSEE'S leasehold interest is levied upon under execution or is attached by process of law, and not discharged or dismissed within ninety (90) days, or LESSOR adequately secured by bond or otherwise.

16. BUILDING RESTRICTION LINE: This lease is made with the stipulation that if the improvements on the LAND are currently within the Building Restriction Line as of the date of the executed LEASE AGREEMENT and need to be relocated or removed at a later date, then they will be moved at the LESSEE'S expense when necessary or required by the LESSOR, KDOT, FAA, or any other governmental entity with such jurisdiction to require the relocation or removal of the improvements. However, if the improvements on the LAND are not currently within the Building Restriction Line as of the date of the executed LEASE AGREEMENT but become part of a designated Future Building Restriction Line due to FAA requirement and/or the expansion of the Airport, then the improvements will be relocated to another location at the Airport at the LESSOR'S expense. In the event that it is not possible to relocate the

improvements, then the LESSOR will purchase the LESSEE'S improvements on the land at fair market value, determined by the appraisal of the improvements by three appraisers, one selected each by the LESSOR and the LESSEE and the third selected by the two previously selected appraisers, with the appraisal being paid for by the LESSOR.

17. SUBLEASE, ASSIGNMENT, SALE OR TRANSFER: The LESSEE shall not sublease, assign, sell or transfer this contract agreement or any right hereunder to any person, corporation, or association, without prior written consent by the LESSOR. Such sublease, assignment, sale, or transfer without the prior written consent of the LESSOR shall be grounds, at the option of the LESSOR, for the LESSOR to immediately terminate this contract agreement.

18. ABANDONMENT: LESSEE shall not vacate or abandon the LAND at any time during the term of the AGREEMENT without the prior written consent of the LESSOR.

19. CONDEMNATION: If the whole or any part of the LAND shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, then, and in that event, at LESSEE'S option, the term of this AGREEMENT shall cease and terminate from the date when the possession of the part so taken shall be required for such use or purpose, the award to be shared by LESSEE and LESSOR based upon the remaining term of the Lease. The current rental, however, shall in any case be apportioned in the same manner as provided hereinbefore in Section 13.

20. SIGNS: LESSEE shall not have the right to install signs on the LAND or anywhere else on the Anthony Municipal Airport premise without the written consent of the LESSOR. All signs shall comply with Federal Aviation Administration regulations and City of Antony and Anthony Municipal Airport regulations.

21. WAIVER: The waiver by LESSOR of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or other term, covenant, or condition herein contained. The acceptance of rent hereunder shall not be construed to be a waiver of any breach by LESSEE of any term, covenant, or condition of this AGREEMENT.

22. COMPLIANCE WITH LESSOR'S RULES AND REGULATIONS: LESSEE agrees to abide by all rules and regulations which LESSOR may issue from time to time for the purpose of safety and fire protection relating to the LAND.

23. TAXES: LESSEE shall pay all real estate taxes accruing against the LAND, if any, during the term of this AGREEMENT.

24. NOTICES: Any notices or demands required or permitted by law or any provision of this AGREEMENT, shall be in writing and mailed by United States mail, postage prepaid, registered or certified mail with return receipt requested, to the following addresses:

TO LESSOR:

City of Anthony
P.O. Box 504
Anthony, KS 67003

TO LESSEE:

NAME
ADDRESS
CITY, STATE ZIP CODE

25. GENERAL PROVISIONS:

- A. LESSEE shall not use, or permit the use of, the LAND, or any part thereof, for any purpose or use other than those authorized by this AGREEMENT.
- B. This AGREEMENT shall be governed by the laws of the State of Kansas.
- C. This AGREEMENT is made for the sole and exclusive benefit of the LESSOR and LESSEE, and is not made for the benefit of any third party.
- D. In the event of any ambiguity in any of the terms of this AGREEMENT, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.
- E. All covenants, stipulations and agreements in this AGREEMENT shall extend to and bind each party hereto, and its legal representatives.
- F. This AGREEMENT shall not become effective until it has been fully and properly executed by both parties hereto.
- G. The titles of the several sections of this AGREEMENT are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.
- H. The LESSEE and any of his or her representatives do hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this AGREEMENT for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- I. The LESSEE and any of his or her representatives do hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- J. The provision of this AGREEMENT shall be severable and if any provision shall be invalid, void, or unenforceable, in whole or in part, for any reason, the remaining provisions shall remain in full force and effect; provided the purpose of the remaining valid, effective and enforceable provisions is not frustrated; and provided further that no party is substantially and materially prejudiced thereby.

K. This AGREEMENT contains the entire agreement of the parties and supersedes any and all prior agreements between the parties, either written or oral, with respect to the transactions contemplated hereby. It may not be changed or terminated orally, but may only be changed by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, renewal, discharge, or termination is sought.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day, month and year first above written.

LESSOR: City of Anthony **LESSEE:** _____

Mayor President

Date: _____ Date: _____

ATTEST: WITNESS:

City Clerk/Administrator

Date: _____ Title: _____

Date: _____

ORDER

DATE: February 01, 2022

TO: Wesley R. Wohlschlegel
211 W. Main St.
Harper, KS 67058

RE:

LEGAL: The South 17.75 (S17.75) feet of Lot Five (5) in Block Twenty-three (23), Fractional South, and Lots One (1) & Three (3) in Block Three (3), Cade's Addition, in the City of Anthony, Harper County, Kansas.

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

FINDINGS OF FACT

X Wesley Wohlschlegel is in violation of Chapter VII, Article 2, of Anthony City Code.

X Wesley Wohlschlegel is ordered to abate the health nuisance within 10 Days of the receipt of this order.

X You have 10 days from date of receipt of the Order to request a hearing before the Governing Body.

This is to notify you that you are ordered to clear the property of all health nuisances, including but not limited to: **all old furniture and all other debris.**

Failure to abate the condition(s) or to request a Hearing, within the time allowed may result in prosecution or subject to procedure as provided in Section 7-207 and/or abatement of the condition(s). In the event the City abates or removes the health nuisance, said costs shall be paid by: **Wesley Wohlschlegel, 211 W. Main St., Harper, KS 67058.**

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

Gregory L. Cleveland, Mayor
City of Anthony

Date

Enclosures:



1301 S. Bebe
Wichita, KS 67209

(316) 425-3221

(316) 425-3222 FAX
www.automotiveequipmentinc.com

2-Post Lift Inspection

Inspector: **Eric Kaldenbach**
Manufacturer: **Percision Metal Works**
Serial: **LG 1341 04-93**
Certification Serial # **---**

Shop: **City of Anthony**
Date: **2/2/2021**
Model: **OH 9000**
Capacity: **9000lbs**
AEI# **---** Bay # **1**

Lift Passes

Lift would pass with repairs

x Lift Fails

Accessibility of Documents

	No Action Required	Action Required	Action Performed	Parts Price	Labor Price
Rated Load Capacity Label	x				
ALI 'Lift it Right' Guide	x		Not present	\$ 40.00	\$ -
2021 Vehicle Lifting Points, Frame Engaging Guide	x		Not present	Included	\$ -
Operations Training Log	x		Not present	Included	\$ -
Inspection Certificate	x		Not present	Included	\$ -
Periodic Maintenance Log	x		Not present	Included	\$ -
Preventative Maintenance Log	x		Not present	Included	\$ -
Check for Lift Safety Labels ALI/WL101	x				

Lift and Bay Inspection

Confirm adequate clearance around lift.	x		
Concrete condition.	x		
Examine all accessible structural components for signs of fatigue, overloading, misuse or abuse including welds.	x		All four arms are sagging beyond safety measures. No parts available to repair
Check for burrs and sharp edges.	x		
Are all nuts and bolts present and secure?	x		

Cables or Chains

Check for debris.	x		
Check for corrosion.	x		
Check for master links.			N/A
Check for wear.	x		

Check for stretching.



Check for damage.



Check tension.



Locks synchronized?



Sheaves & Axles

Check for cracks.



Check to see if loose.



Check bushings.



Are sheaves turning freely?



Arms

Check arm pin holes in carriage for excessive wear



All four arms have excessive wear at the arm pin holes causing the instability in the arms

Is stop bolt present on arm?



Is pad assembly working correctly and not missing retainers?



Do arms move freely in and out?



Arm Restraints

Check for debris and damage to threaded rod or



Do the arm restraints operate smoothly?



Lock Mechanism

Check for debris & damage to latch cable.



Check tension and cable adjustment.



Do locks operate smoothly?



Are safety lock covers present?



Overhead

Check for debris, bowed overhead or loose bolts.



Are cables or hoses tangled or rubbing?



Verify safety shutoff is working properly and no loose, exposed or unstranded wires.



N/A

Hydraulic Steel Lines/Hoses & Cylinders

Check for tight fittings.



Check for leaks.



The passenger side cylinder is seeping oil past seals.
Will not hold pressure. No parts available

Cylinder Info:

Power Unit

Check fluid level and for contamination.



Check electrical motor switch cover for damaged or exposed wires.

x		
---	--	--

Check lift controls to ensure accessibility, unobstructed view of lift and automatic return to neutral, or off, when released.

x		
---	--	--

Confirm appropriate electric component labeling.

x		
---	--	--

Columns

Check inside columns for debris.

x		
---	--	--

Check columns for square and plumb.

x		
---	--	--

Check anchor bolts torque to 80 ft/lbs.

x		
---	--	--

Check to make sure all hardware is tight & no missing bolts.

x		
---	--	--

Check that grease is present and free of dirt & Slip-On Adapters

x		
---	--	--

Check adapter is not bent or dented. Check pads for excessive contaminatin from oil, rust or dirt.

x		
---	--	--

Customer Printed Name:

Customer Signature:

Total Parts * **Total Labor**
 \$ 40.00 \$ -
 *Freight is in addition to parts prices quoted.

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
2/1/22

The Boy Scouts will be in attendance at the meeting. They are required to attend a city meeting for a badge they are working on. They are just coming to observe.

CONSENT AGENDA

1. Approval of Regular Meeting Minutes of January 18, 2022
2. Special Appropriations:
 - Fund #34 Capital LM&I - EBH \$437.50 RV Dump Station
 - Fund #79 IMP Fund - EBH \$15,000 Cell 1 Repair Design C20-3005-01
3. Appropriation Ordinance No 6105 \$275,412.43
4. Approve 2.01.2022 Payroll \$52,959.80
5. Approval of Certificate of Convenience to Provide Electric Services to NE 1/4 28-32-6
6. Approval to Cease Operating Electric Services to the SE 1/4 32-32-5

The straight across ¼ for ¼ swap was presented to Wheatland Electric as approved by the Commission at the last meeting. Wheatland's Board accepted this swap. This would give Wheatland the ¼ they are currently serving in our area in exchange for the ¼ the city is in close proximity to serve the customer in question. These documents will be signed and filed with the KCC to legalize the exchange.

PUBLIC HEARINGS - NONE

REGULAR BUSINESS

7. Security System Equipment Bids

Kenny has some information to update you on.

8. Rural Housing Initiatives

I hope to update you on the general information I gathered two weeks ago when I went to Chanute to see what they are doing for housing programs. However, it is 9:00 p.m. right now and I hope to get my notes in order to present tomorrow night. If I cannot get it done, we will have to move it to the next meeting. Fingers crossed.

9. Airport Lease Agreement

We have been asked to execute a new airport lease and I need to visit with the Commission on a few points of the lease prior to approval. Please review sections 2 and 12 prior to the meeting if possible.

10. City of Anthony Pavement Construction Award

Our South Jennings Concrete project has been selected as an award winner and will be recognized at the 42nd Annual Portland Cement Concrete Pavement Conference on Thursday, February 24th, 2022,

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
2/1/22

as the best PCC pavement constructed in this category in 2021 in the state of Kansas in the Municipal Streets and Intersections (<30,000 SY) category. The City of Anthony, EBH, Wildcat Construction, and KDOT will all be presented plaques at this luncheon. KDOT submitted the project as a consideration for award. This is the same day as our financial audit so I will be unable to attend. If a Commissioner of Streets would like to attend, or another Commissioner in their place, please let me know so we can notify the conference.

The awards luncheon will commence at 11:45 A.M. in the Crown Center Exhibit Hall B at the Sheraton Kansas City Hotel at Crown Center, 2345 McGee Street, Kansas City, Missouri.

11. Health Nuisance 414 S. Kansas Wohlschlegel 2022

12. Approval to Submit Bid Request for Shop Lift

The mechanic shop lift failed safety inspection and is not repairable. We knew this when we prepared the 2022 budget, and we did budget this expense. It will be over \$10,000 so we will need Commission approval to go out for bid.

Admin's Report:

1. 432 S Anthony – Still not done, sorry.
2. Golf Course Irrigation – The well located north of the golf course that the landowner approached the city about purchasing has been assessed by a water well driller and determined to not be a viable well.
3. Health Insurance Renewal – We have started the health insurance renewal process. Over the next two weeks we will be gathering options and pricing to present to the Commission.
4. End of Year – Most of the financial end of year processes are completed except the final transfer list. Jamie and I will be working on this to present to the Commission at the next meeting. Jamie has done a fabulous job on all of these processes!
5. Annual Audit – Now that end of year is complete, Jamie and I will be starting the data collection requirements for the audit. This will take the next 2-3 weeks.
6. In-Town Regulator Station – The in-town regulators are repaired and back in service.
7. ADA Boat Dock – The concrete was poured January 31st to get this done before the snow hit this week.

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
2/1/22

8. Office Staffing – Well it's crazy as you can imagine. Sherri is the primary lead to cover Krissy's work now which means she isn't able to assist me in the Deputy Clerk Duties at all presently. If you see Sherri, tell her how great she's doing because it's a lot to learn in five days and take over while all of her work goes undone. She's doing amazing! Jamie and Melinda are both working to help cover phones and customers while we all shift duties. Melinda is really doing well also. She will just start her year end processes.
9. Walking Trails in HP CO – The Harper County Community Health Foundation has taken on the project of promoting walking trails for this area. An introductory meeting was held to kick this off and gather data on our walking paths and the medium that will be used to advertise and promote people to get out and use the paths. I had Donna join me in this meeting and intend to have her gather the data and represent the City on this committee.
10. HP CO STRONG – This group has decided to promote a challenge to the community to develop all around better mental, physical, social, and financial health. They are going to promote a challenge to local residents to do daily, weekly, and monthly activities in all of the areas mentioned above. I have Jamie as the lead on this project now. More to come soon!

11. Department Activities:

Street – No report

Water/WW – No report

Electric Distribution -

Un-tanked 2 regulators for Solomon to replace stepper motors

Replaced a 3 wire 200 amp meter loop at 315 SW 30 Rd

Repaired street lights

Cleaned shop and put material away

Staked line for pole replacement on 3rd Lake Road

Installed 2 in-town regulators that had maintenance done to them

Fixed broken primary strand 4 miles East and 4 miles South

Fixed broken cross arm brace 7 miles West and .5 mile North

Fixed broken cross arm brace 5.5 miles West and 2 miles South

Removed old lightning arrestor and 50 amp 220 volt outlet at the Water Tower

Rebuilt air brake dryer on #9 Digger Derick

Cleaned shop

Turn On-Off Orders

Just Read Orders

Locates

Special thanks to Jerry for always remembering to turn in his weekly reports.

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
2/1/22

Electric Production –
No report

Mechanic –
No report.

To: Anthony City Commission

Re: Chief of Police report

From: Kenny Hodson

Date: 02-01-2022

We investigated a burglary and theft in the 500 Block of S. Penn

We investigated a theft in the 200 block of N. 2nd

We investigated a burglary and theft in the 100 block of N. 4th

We investigated a minor accident at Madison and Main

We mailed out about 30 letters about possible code violations