



# City Commission Regular Meeting

Tuesday, April 04, 2023 at 6:00 PM  
Commission Chambers, 124 S Bluff, Anthony, KS 67003

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## 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 3.21.23 Regular Meeting Minutes
- [2.](#) Appropriation Ordinance No 6133 \$277,797.89
- [3.](#) Approve 03.28.2023 Payroll \$62,493.57
- [4.](#) Approve KA-6909-01 FY25 KDOT CCLIP Agreement (Main and Anthony Intersection)

### PUBLIC HEARINGS - NONE

### REGULAR BUSINESS

- [5.](#) Dangerous Structure Request for Extension - Lot 1 Block 73 a.k.a. Southwest Corner of Grant and S. Massachusetts - Rathgeber
- [6.](#) Approve Opioid Settlement with Teva, Allergan, CVS, Walgreens, and Walmart - Deputy Chief Nate Houston
- [7.](#) Planning Commission Recommendation for Approval of Ordinance S-310 Rezone 120 N LL&G \*\*Roll Call
- [8.](#) Planning Commission Recommendation for Approval of Ordinance S-311 Rezone 103 W Steadman \*\*Roll Call
- [9.](#) Planning Commission Recommendation for Approval of Ordinance S-312 Special Use Permit in R-1 Residential \*\*Roll Call

[10.](#) Reappoint Larry Berry as City of Anthony Director 1 for KMEA - Permanent Appointment Until Removed

11. Request to Obtain Bids for VFD's For High Service Pump #2

[12.](#) Health Resolution No. 1117 308 S. Madison Davis 2023

[13.](#) Dangerous Structure Resolution No. 1118 of Findings of Unsafe or Dangerous Structure Williams 2023

[14.](#) Dangerous Structure Ordinance S-313 Directing Action To Remove 301 N. Kansas Drosselmeyer 2023 \*\*Roll Call Vote

[15.](#) 2023 EMC Insurance Renewal

#### **STAFF REPORTS**

[16.](#) Administrator Report

[17.](#) Chief of Police report

#### **EXECUTIVE SESSION - NONE**

#### **ADJOURNMENT**

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#### 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, March 21, 2023 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.  
Comissioner Eric Smith

City Administrator Cyndra Kastens, Deputy City Clerk Sherri Miller, Police Chief Kenny Hodson, Jim Templin, Howard Hatfield, Allen Finley, Josie Duwe, Callie Carpenter and T.J. Fischer

- Approval of Agenda

A motion was made to approve the agenda.

Motion made by Mayor Cleveland, Seconded by Commissioner Smith.

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

### PUBLIC COMMENT

Howard Hatfield and Jim Templin were present to discuss the truck traffic going north on Jennings.

### CONSENT AGENDA

1. Approve March 7, 2023 Regular Meeting Minutes
2. Special Appropriations:

Fund #01 General - Nationwide Insurance - Anthony Golf Board Insurance \$14,267.00  
(Exceeds 2023 Budget by \$3,267.00)

Fund #34 Capital Fire - Feld Equipment - \$23,870.00 Ladder Truck#50 Repair

Fund #34 Lake Maintenance & Imp - Home Lumber Fund #34 Lake Maintenance – RV Dump  
Water Station \$384.78 – Grout/screw/blades/bits

- 3. Appropriation Ordinance No. 6132 \$250,319.73
- 4. Approve 03.14.2023 Payroll \$60,492.01
- 5. Approve 2023 CMB License for Family Dollar
- 6. Dangerous Structure Resolution 1116 Findings of Unsafe or Dangerous Structure 422 N. Massachusetts Williams 2023

**RESOLUTION NO. 1116**

A RESOLUTION FINDING THAT THE STRUCTURE LOCATED ON LOT NINETEN (19) IN BLOCK THREE (3) IN GRAY’S ADDITION IN THE CITY OF ANTHONY, HARPER COUNTY, KANSAS, COMMONLY KNOWN AND REFERRED TO AS 422 N. MASSACHUSETTS ANTHONY, KANSAS, IS DANGEROUS OR UNSAFE AND DIRECTING THAT THE STRUCTURE BE REMOVED AND THE PREMISES MADE SAFE AND SECURE.

WHEREAS, the Enforcing Officer of the City of Anthony, Kansas did on the 27<sup>th</sup> day of January, 2023, file with the governing body of said City a statement in writing that a certain structure, hereinafter described, was dangerous or unsafe; and,

WHEREAS, the governing body did by Resolution No. 1109 dated the 17<sup>th</sup> day of January, 2023, fix the time and place of a hearing at which the owner, his or her agent, lienholders, any occupants and all other parties of interest of such structure could appear and show cause why such structure should not be condemned and ordered repaired or demolished, and provided for giving notice thereof as provided by law; and,

WHEREAS, Resolution No. 1109 was published in the official city paper on the 25<sup>th</sup> day of January, 2023, and on the 1<sup>st</sup> day of February, 2023, and a copy of said resolution was served upon all persons entitled thereto as provided by law; and,

WHEREAS, on the 7<sup>th</sup> day of March, 2023, the governing body did conduct the hearing scheduled in Resolution No. 1109 and took evidence from the following: the enforcing officer on behalf of the city; The following parties in interest failed to appear or appeared and did not present evidence: Aspen Williams.

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

- 1. The governing body hereby finds that the structure located at:

Lot Nineteen (19) in Block Three (3) in Gray’s Addition in the City of Anthony, Harper County, Kansas.

and commonly known and referred to as 422 N. Kansas, Anthony, Kansas, is dangerous or unsafe and directs that such structure is to be removed and the premises made safe and secure.

2. The owner of such structure is hereby directed to commence the removal of the property no later than the 29<sup>th</sup> day of March, 2023, and to have the removal completed within 30 days of the date of commencement and not later than the 28<sup>th</sup> day of April, 2023. Provided, that upon due application by the owner and for good cause shown, the governing body, in its sole discretion, may grant the owner additional time to complete the removal of the property. The owner shall bear full responsibility for any and all expenses associated with the removal of the structure and making the premises safe and secure.

3. If the owner fails to commence the removal of the structure within the time stated herein, or any additional time granted by the governing body, or fails to diligently prosecute the same until the work is completed, the governing body will cause the structure to be razed and removed, make the premises safe and

secure, or let the same to contract, and the costs of razing and removing and making secure, less salvage if any, shall be collected in the manner provided by K.S.A. 12-1,115, and amendments thereto, shall be assessed as a special assessment against the lot of parcel of land upon which the structure is located, and or by an action in district court, and any other manner of collection provided by law.

4. The owner of any structure, upon removing the same, shall fill any basement or other excavation located upon the premises and take any other action necessary to leave the premises in a safe condition, with the ground level and free of debris, at owner’s expense. If the owner fails to take such action, the enforcing officer may proceed to make the site safe. The cost of which shall be recovered by any means stated in Section 3 of this resolution.

5. The owner of the structure must obtain an approved demolition permit from the City of Anthony prior to starting construction/demolition.

APPEAL, Any person affected by an order issued by the governing body under this resolution may, within 30 days following service of the order, petition the district court of Harper County for an injunction restraining the enforcing officer from carrying out the provisions of the order pending final disposition of the case.

BE IT FURTHER RESOLVED, that if the owner fails to commence the repair or removal of the structure within the time provided herein or fails to diligently prosecute the same until it is completed, the governing body may take such further action as it deems necessary to raze and remove the structure without further notice to the owner or other parties in interest.

BE IT FURTHER RESOLVED, that the City Clerk or designated representative shall cause this Resolution to be published once in the official city paper and mail a copy to the owner, agents, lienholders, occupants, and other parties in interest.

Adopted this 21<sup>st</sup> day of March, 2023,

- 7. Approve Rec Commission Recommendation to Accept Resignation of Joel Walker and Appoint TJ Fischer to Fill Remainder of Term to Expire July 2024
- 8. Municipal Court Report February 2023
- 9. Appoint Hunter Turner to the Anthony Fire Department as Recommended by Anthony Fire Department

Mayor Cleveland asked if any items should be pulled from the consent agenda for further review. Mayor Cleveland requested Item #2 Fund #01 General-Nationwide Insurance-Anthony Golf Board Insurance \$14,267.00 be pulled for further discussion. A motion was made to approve items 1 through 9 less Item #2 (#01).

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

Discussion on Item #2 - Fund #01 General-Nationwide Insurance-Anthony Golf Board Insurance \$14,267.00. The Commission expressed concern that this amount exceeds the 2023 Budget by \$3,267.00. A motion was made to pay the \$14,267.00 this year but not pay the

excess on the next budget cycle unless the Anthony Golf Board obtained current insurance bids to review.

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

**PUBLIC HEARINGS - NONE**

**REGULAR BUSINESS**

**10. KCC Regulatory Discussion**

City Administrator Kastens discussed KCC Regulatory Jurisdiction of the City of Anthony and a review of the application of the Cold Weather Rule. After a lengthy discussion, the Administrator was given directions to present this discussion at a later date to allow time for further consideration.

**11. Municipal Hall Waiver Request Approved**

Administrator Kastens presented the request from Carl Schmidt to waive the fees for an inspirational speaker presentation open to the public at Municipal Hall. A motion was made to waive the Municipal Hall Rental Fees for the event on April 1, 2023.

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

**12. Approve KDOT Cost Share Spring 2023 Application**

A motion was made to approve the KDOT Cost Share Spring 2023 Application for the reconstruction of the two blocks on the east side of the COOP service station.

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

**13. Wayne Dennis Fund**

Administrator Kastens presented the application pending for Wayne Dennis funds and sought direction from the Commission in regard to the construct of the Will and the terms for committee appointments. After discussion and in trying to fully honor Mr. Dennis' requests in his will, the Commission guided the Administrator to follow the term limits set by Mr. Dennis. The Commission set a 30-day grace period before incorporating the term limits.

**14. Approve Bid for Grill Guard for Fire Department Grass Truck**

Bids were opened at the Fire Meeting and presented to the City Commission by the Fire Chief for a grill guard for the fire department grass truck. Bids received were from Blanchat Mfg for \$5052.00 and Anderson Welding for \$5474.93. A motion was made to approve the bid from Anderson Welding for \$5474.93 for the grill guard for the fire department grass truck.

Motion made by Commissioner Eaton, Seconded by Mayor Cleveland.

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

## STAFF REPORTS

### 15. Chief of Police report

We inspected some properties to be cleaned up

We investigated a theft in the 700 block of E. Oak

We arrested Annetta Weeks for DUI

We investigated a domestic disturbance in the 500 block of N. Santa Fe and arrested Stephan Bryce Norman for aggravated domestic battery

We investigated two minor traffic accidents

## EXECUTIVE SESSION

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

At 7:45 p.m. Mayor Cleveland made a motion to go into Executive Session for fifteen minutes until 8:00 p.m. to Discuss Staffing Pursuant to “Personnel Matters of Non-Elected Personnel, K.S.A. 75-4319 (b) (1).” Commissioner Smith seconded the motion. Motion carried 5-0. The Commission chambers were cleared with the Commissioners remaining present.

At 8:00 p.m., Mayor Cleveland called the regular meeting back to order. No binding action was taken.

## 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 Hodson Jr., Commissioner Smith

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Gregory Cleveland, Mayor

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Cyndra Kastens, City Clerk/Administrator

**BALANCE SHEET**  
**CALENDAR 4/2023, FISCAL 4/2023**

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL
01-00-0010	GENERAL OPERATING	10,740.57-	871,027.28
02-00-0010	WATER	5,765.49-	625,347.29
03-00-0010	ELECTRIC	14,986.59-	2,108,547.38
04-00-0010	SALES TAX & STATE FEES	25.00-	37,386.42
05-00-0010	SEWAGE DISPOSAL	6,355.74-	495,517.33
10-00-0010	EMP INSURANCE/BENEFIT	30,301.91-	368,532.98
12-00-0010	AIRPORT	6,107.02-	130,794.87
14-00-0010	INDUSTRIAL DEVELOPMENT		19,797.01
16-00-0010	SERVICE DEPOSIT		82,683.23
17-00-0010	SPECIAL STREETS & HIGHWAY		224,613.79
18-00-0010	PUBLIC RELIEF		25,036.12
19-00-0010	WATER UTILITY RESERVE		242,981.31
20-00-0010	GENERAL RESERVE FUND		285,287.00
21-00-0010	WWTF LOAN 2000		65,574.30
23-00-0010	WATER DEBT SVC RESERVE S2013		578.81
24-00-0010	BOND & INTEREST		50,256.49
25-00-0010	LIBRARY	4,821.25-	
26-00-0010	RECREATION COMMISSION	41.37-	93,321.96
29-00-0010	RECREATION		3,828.08
30-00-0010	MUNICIPAL EQUIPMENT RESERVE		132,886.13
32-00-0010	SPECIAL PARKS & RECREATION		28,400.33
34-00-0010	CAPITAL IMPROVEMENT	36,344.70-	3,706,100.62
37-00-0010	GO BONDS S2010 POOL		17,374.54
40-00-0010	ELECTRIC UTILITY RESERVE		1,559,835.43
41-00-0010	EL UTIL S2017 REV BOND	39,948.75-	2,392,582.29
43-00-0010	EL UTIL S2017 BOND RESERVE		214,897.50
45-00-0010	SEWER RESERVE		155,000.00
50-00-0010	WAYNE DENNIS INVESTMENT FUND		750,141.35
54-00-0010	DEBT RES. WATER 2013		199,101.69
61-00-0010	OPIOID GRANT		5,208.70
71-00-0010	ARPA		315,900.96
81-00-0010	WASTEWATER LAGOON CLEANING		174,500.00
82-00-0010	WATER/EQUIPMENT REPLACEMENT		120,962.03
83-00-0010	ELECTRIC/EQUIP REPLACEMENT		2,025,027.88
85-00-0010	SEWER/EQUIPMENT REPLACEMENT		81,454.04
89-00-0010	TRANS GUEST APPROVED		3,500.00
95-00-0010	FIRE DEPT CLOSING CK 612		19,344.95
96-00-0010	WAYNE DENNIS FUNDS		25,088.86
97-00-0011	DT REVIT. REVOLVING LOAN		.56
98-00-0010	TRANSIENT GUEST TAX		2,232.49
		=====	=====
	PROOF	155,438.39-	17,660,652.00
		=====	=====



**CLAIMS REPORT**  
 Check Range: 3/23/2023- 4/05/2023

# 6133

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL OPERATING					
PATTERSON HEALTH CENTER	MARCH DUES		54.50	50105	4/05/23
CITY OF ANTHONY	REIMB MARCH BCBS		2,625.49	50109	4/05/23
ECOWATER SYSTEMS	PD WATER		9.00	50111	4/05/23
FIRST BANK	APRIL GRADER		2,963.50	1249692	4/04/23
GREAT-WEST FINANCIAL	3/28/23 PR		563.51	1249682	3/27/23
HOSPITAL DIST 6 OF HARPER CO	LAB-ANGLE TORRES		40.00	50115	4/05/23
IRS PAYROLL TAXES	3/28/23 PR		4,904.09	1249681	3/27/23
KANSAS PAYMENT CENTER	3/28/23 PR		207.69	1249684	3/27/23
KONICA MINOLTA BUSINESS SOLUTI	PD SUPPORT SERVICE FOR APRIL		92.00	50120	4/05/23
KPERS	3/28/23 PR		3,785.44	1249683	3/27/23
KS DEPT OF REV-WITHHOLDING	3/28/23 PR		859.36	1249680	3/27/23
ALEJANDRO LEDEZMA	PICK UP 2 DOGS		20.00	50122	4/05/23
LIBERTY NATIONAL	APRIL		6.10	1249689	4/04/23
MAISEY PRO	MARCH SVC		33.00	50130	4/05/23
MANHATTANLIFE ASSURANCE COMP	CANCER INS		72.49	50123	4/05/23
NEW YORK LIFE	EMP LIFE INS		4.78	50124	4/05/23
PAVEMENT MAINTENANCE PRODUCTS	COLD PATCH		812.00	50125	4/05/23
PRAIRIE LAND PARTNERS INC	CHAINSAW/RDR CHAIN/DEPTH LIMIT		1,934.99	50126	4/05/23
PRONTO TIRE & SERVICE, LLC	#55 TIRE		376.40	50127	4/05/23
RAY O'HERRON CO., INC.	LIFE SAVING MEDAL		165.87	50128	4/05/23
SOUTH CENTRAL WIRELESS	PD LINES		396.91	50129	4/05/23
UNIFIRST CORPORATION	EMPLOYEE UNIFORMS		286.90	50132	4/05/23
VERIZON WIRELESS	PD CELL		41.37	50133	4/05/23
VISION SERVICE PLAN	APRIL		148.05	1249688	4/04/23
WAXIE SANITARY SUPPLY	HALL PAPERTOWELS		200.50	50134	4/05/23
WELBORN SALES, INC	SIGNS		456.72	50135	4/05/23
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	01 GENERAL OPERATING TOTAL		21,060.66		
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WATER					
AMAZON CAPITAL SERVICES	JAMIE'S CURTAIN		15.98	50103	4/05/23
PATTERSON HEALTH CENTER	MARCH DUES		3.42	50105	4/05/23
CITY OF ANTHONY	REIMB MARCH BCBS		2,656.41	50109	4/05/23
CORE & MAIN LP	STOCK 16" MAIN		2,188.06	50110	4/05/23
GREAT-WEST FINANCIAL	3/28/23 PR		563.92	1249682	3/27/23
IRS PAYROLL TAXES	3/28/23 PR		1,913.89	1249681	3/27/23
KPERS	3/28/23 PR		1,390.24	1249683	3/27/23
KS DEPT OF REV-WITHHOLDING	3/28/23 PR		321.16	1249680	3/27/23
LD ENTERPRISES INC	UB & WINDOW ENVELOPES		268.33	50121	4/05/23
LIBERTY NATIONAL	APRIL		12.48	1249689	4/04/23
MAISEY PRO	MARCH SVC		33.00	50130	4/05/23
MANHATTANLIFE ASSURANCE COMP	CANCER INS		21.41	50123	4/05/23
MUTUAL OF OMAHA	APRIL'S LIFE INS		8.25	1249690	4/04/23
NEW YORK LIFE	EMP LIFE INS		16.31	50124	4/05/23
SOUTH CENTRAL WIRELESS	SHOP LINES		262.16	50129	4/05/23
TELE-COMMUNICATIONS INC	MARCH ANSWERING SERVICE		95.00	50131	4/05/23
UNIFIRST CORPORATION	EMPLOYEE UNIFORMS		50.20	50132	4/05/23
VERIZON WIRELESS	WATER CELL		60.16	50133	4/05/23
VISION SERVICE PLAN	APRIL		74.32	1249688	4/04/23
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	02 WATER TOTAL		9,954.70		

**CLAIMS REPORT**  
**Check Range: 3/23/2023- 4/05/2023**

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
ELECTRIC					
AMAZON CAPITAL SERVICES	JAMIE'S CURTAIN		15.98	50103	4/05/23
PATTERSON HEALTH CENTER	MARCH DUES		24.66	50105	4/05/23
ATMOS ENERGY	POWER PLANT GAS		571.18	50106	4/05/23
CARBANC AUTO SALES, INC	3/28/23 PR CASE#22 LM 05471		384.08	50118	4/05/23
CITY OF ANTHONY	REIMB MARCH BCBS		11,381.11	50109	4/05/23
GREAT-WEST FINANCIAL	3/28/23 PR		454.08	1249682	3/27/23
HAZEL'S SHEET METAL INC	PP HOUSE C CAP & VENT SUPPLY		293.87	50114	4/05/23
IRS PAYROLL TAXES	3/28/23 PR		5,087.79	1249681	3/27/23
J-MAC FLOWERS & GIFTS	PLANT-ROD ANGLE		55.00	50116	4/05/23
JUSTICE BATTERY CO.	TRIMMER REPAIR		381.55	50117	4/05/23
KPERS	3/28/23 PR		3,825.45	1249683	3/27/23
KS DEPT OF REV-WITHHOLDING	3/28/23 PR		920.47	1249680	3/27/23
LD ENTERPRISES INC	UB & WINDOW ENVELOPES		268.33	50121	4/05/23
LIBERTY NATIONAL	APRIL		119.17	1249689	4/04/23
MAISEY PRO	MARCH SVC		51.00	50130	4/05/23
MANHATTANLIFE ASSURANCE COMP	CANCER INS		95.36	50123	4/05/23
MUTUAL OF OMAHA	APRIL'S LIFE INS		96.71	1249690	4/04/23
NEW YORK LIFE	EMP LIFE INS		22.21	50124	4/05/23
SOUTH CENTRAL WIRELESS	OFFICE LINES		422.07	50129	4/05/23
TELE-COMMUNICATIONS INC	MARCH ANSWERING SERVICE		95.00	50131	4/05/23
UNIFIRST CORPORATION	EMPLOYEE UNIFORMS		488.76	50132	4/05/23
VERIZON WIRELESS	ELECTRIC CELL		55.16	50133	4/05/23
VISION SERVICE PLAN	APRIL		165.39	1249688	4/04/23
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	03 ELECTRIC TOTAL		25,274.38		
SALES TAX & STATE FEES					
DIRECTOR OF TAXATION	FEB 2023		10,601.91	1249685	3/27/23
KANSAS ALCOHOLIC BEVERAGE CONT	FAMILY DOLLAR STAMP FEE		25.00	50119	4/05/23
			-----		
	04 SALES TAX & STATE FEES TOTAL		10,626.91		
SEWAGE DISPOSAL					
AMAZON CAPITAL SERVICES	JAMIE'S CURTAIN		16.00	50103	4/05/23
PATTERSON HEALTH CENTER	MARCH DUES		3.42	50105	4/05/23
B&B ELECTRIC MOTOR CO	REPAIR SUB PUMP POND 4		3,748.00	50107	4/05/23
CITY OF ANTHONY	REIMB MARCH BCBS		2,048.86	50109	4/05/23
CORE & MAIN LP	TUBING SHEARS		65.00	50110	4/05/23
GREAT-WEST FINANCIAL			490.30-	1249682	3/27/23
HARPER COUNTY HEALTH DEPT	DORY HEP B 2ND		64.00	50113	4/05/23
IRS PAYROLL TAXES	3/28/23 PR		645.68	1249681	3/27/23
KPERS	3/28/23 PR		514.19	1249683	3/27/23
KS DEPT OF REV-WITHHOLDING	3/28/23 PR		106.78	1249680	3/27/23
LD ENTERPRISES INC	UB & WINDOW ENVELOPES		268.34	50121	4/05/23
LIBERTY NATIONAL	APRIL		.61	1249689	4/04/23
MAISEY PRO	MARCH SVC		33.00	50130	4/05/23
MANHATTANLIFE ASSURANCE COMP	CANCER INS		9.40	50123	4/05/23
MUTUAL OF OMAHA			1.25-	1249690	4/04/23
NEW YORK LIFE	EMP LIFE INS		7.16	50124	4/05/23
UNIFIRST CORPORATION	EMPLOYEE UNIFORMS		44.40	50132	4/05/23
VERIZON WIRELESS	SUPER'S CELL		13.79	50133	4/05/23
VISION SERVICE PLAN	APRIL		35.01	1249688	4/04/23

**CLAIMS REPORT**  
 Check Range: 3/23/2023- 4/05/2023

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	05 SEWAGE DISPOSAL TOTAL		7,132.09		
EMPLOYEE BENEFIT					
BCBS OF KANSAS	APRIL 2023	24,261.12	1249687	4/04/23	
CITY OF ANTHONY	REIMB MARCH BCBS	5,953.00	50109	4/05/23	
MUTUAL OF OMAHA	APRIL'S LIFE INS	87.79	1249690	4/04/23	
	10 EMPLOYEE BENEFIT TOTAL		30,301.91		
AIRPORT					
EVANS-BIERLY-HUTCHISON & ASSOC	TURF RWY REHAB	6,060.00	50112	4/05/23	
HEARTLAND MERCHANT	AIRPORT CC MACHINE	199.45	1249686	3/27/23	
SOUTH CENTRAL WIRELESS	AIRPORT LINE	47.02	50129	4/05/23	
	12 AIRPORT TOTAL		6,306.47		
WTF LOAN 2000					
KS DEPT OF HEALTH & ENVIR	C20 1775 01	85,897.40	50102	3/24/23	
	21 WTF LOAN 2000 TOTAL		85,897.40		
LIBRARY					
ANTHONY LIBRARY	APPROPRIATION AS BUDGETED	4,821.25	50104	4/05/23	
	25 LIBRARY TOTAL		4,821.25		
RECREATION COMMISSION					
IRS PAYROLL TAXES	3/28/23 PR	87.22	1249681	3/27/23	
KS DEPT OF REV-WITHHOLDING	3/28/23 PR	.08	1249680	3/27/23	
VERIZON WIRELESS	REC CELL	41.37	50133	4/05/23	
	26 RECREATION COMMISSION TOTAL		128.67		
CAPITAL IMPROVEMENT FUND					
CIRCLE C PAVING	22-23 CHIP & SEAL	36,344.70	50108	4/05/23	
	34 CAPITAL IMPROVEMENT FUND TOTAL		36,344.70		
EL UTIL S2017 REV BOND					
KANSAS STATE TREASURER	2017 ELECT 138KV LINE	39,948.75	1249691	4/04/23	
	41 EL UTIL S2017 REV BOND TOTAL		39,948.75		
	Accounts Payable Total		277,797.89		

**CLAIMS REPORT  
CLAIMS FUND SUMMARY**

FUND	NAME	AMOUNT
01	GENERAL OPERATING	21,060.66
02	WATER	9,954.70
03	ELECTRIC	25,274.38
04	SALES TAX & STATE FEES	10,626.91
05	SEWAGE DISPOSAL	7,132.09
10	EMPLOYEE BENEFIT	30,301.91
12	AIRPORT	6,306.47
21	WWTF LOAN 2000	85,897.40
25	LIBRARY	4,821.25
26	RECREATION COMMISSION	128.67
34	CAPITAL IMPROVEMENT FUND	36,344.70
41	EL UTIL S2017 REV BOND	39,948.75
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	TOTAL FUNDS	277,797.89

PRUPDT00  
07.14.22

Wed Mar 22, 2023 1:22 PM  
PAID THROUGH 3/19/2023  
CALENDAR 3/2023, FISCAL 3/2023

City of Anthony KS  
COST CENTER REPORT  
DATES 3/19/2023 -- 3/28/2023

OPER: JD  
JRNL 3955  
2ND PAY MAR/JUN/SEP/DEC

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.	19.30	.00	.00	.00	24.00	1294.13	.00	.00	.00	1379.52	421.20
102 POLICE	662.78	.00	.00	.00	675.76	11604.82	.00	.00	.00	11922.49	2422.09
103 FIRE	217.00	.00	.00	.00	288.00	2795.40	.00	.00	.00	3647.40	.00
104 STREET	299.32	.00	.00	.00	324.32	6324.19	.00	.00	.00	6946.10	1138.35
105 GEN-ZONING	.00	.00	.00	.00	.00	478.52	.00	.00	.00	478.52	.00
230 WATER-LAKE	92.92	.00	.00	.00	92.92	1462.28	.00	.00	.00	1462.28	763.36-
232 WATER-DISTRIBUT	309.39	.00	.00	.00	328.10	3491.21	.00	.00	.00	3846.77	956.16
233 WATER-COMM& GEN	81.79	.00	.00	.00	85.60	2663.57	.00	.00	.00	2745.72	.00
331 ELECTRIC-PROD	555.50	.00	.00	.00	576.00	8037.65	.00	.00	.00	8544.00	1443.02
332 ELEC-DISTRIBUTI	579.37	.00	.00	.00	665.32	7798.09	.00	.00	.00	10214.87	2760.81
333 ELECTRIC-COMM	108.46	.00	.00	.00	114.40	5001.77	.00	.00	.00	5125.09	197.67
533 SEWER-COMM & GE	29.55	.00	.00	.00	32.00	858.83	.00	.00	.00	907.79	.00
534 SEWER-TREATMENT	215.87	.00	.00	.00	223.58	1907.61	.00	.00	.00	2039.87	.00
2601 REC - GEN	38.00	.00	.00	.00	38.00	570.00	.00	.00	.00	570.00	.00
5102 OT GEN POLICE	.00	37.00	.00	.00	37.00	.00	1096.60	.00	.00	1096.60	.00
5232 OT WATER DIST	.00	17.00	.00	.00	17.00	.00	697.75	.00	.00	697.75	.00
5233 OT WA COMM/GEN	.00	2.50	.00	.00	2.50	.00	89.78	.00	.00	89.78	.00
5331 OT ELEC PROD	.00	4.00	.00	.00	4.00	.00	184.34	.00	.00	184.34	.00
5332 OT ELEC DIST	.00	4.00	.00	.00	4.00	.00	189.00	.00	.00	189.00	.00
5534 OT SEWER TREAT	.00	7.00	.00	.00	7.00	.00	309.68	.00	.00	309.68	.00
6102 SHIFT GEN POLIC	.00	.00	.00	.00	192.00	.00	.00	.00	.00	96.00	.00
99999 DISTRIBUTED	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	598.66
<b>TOTAL</b>	<b>3209.25</b>	<b>71.50</b>	<b>.00</b>	<b>.00</b>	<b>3731.50</b>	<b>54288.07</b>	<b>2567.15</b>	<b>.00</b>	<b>.00</b>	<b>62493.57</b>	<b>9174.60</b>

PROJECT NO. 039 KA-6909-01  
 ACSTP-A690(901)  
 PAVEMENT RESTORATION  
 CITY OF ANTHONY, KANSAS

## PROJECT AGREEMENT

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

### RECITALS:

- A. The City has applied for and the Secretary has approved a CCLIP (PR / GI) Project, as further described in this Agreement.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of City Connecting Links of the State Highway System through the City.
- C. The City desires to construct the Project on K-44 (E. Main Street), a City Connecting Link for the State Highway System, in the City.
- D. The Secretary desires to enter into an Agreement with the City to participate in the cost of the Project by use of local, state, and federal funds, or a combination thereof.

**NOW THEREFORE**, the Parties agree as follows:

### ARTICLE I

**DEFINITIONS.** These defined terms as used in this Agreement have the following designated meanings:

1. **“Agreement”** means this written document, including all attachments and exhibits, including those incorporated by reference, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **“CCLIP Resurfacing Program”** means a City Connecting Link Improvement Program that is a part of the KDOT Local Partnership Program with cities and counties. The state’s participation in the cost of construction and construction engineering will be one hundred percent (100%) for cities with a population between 0 to 2,499, ninety-five percent (95%) for cities with a population between 2,500 to 4,999, ninety percent (90%) for cities with a population between 5,000 to 24,999, eighty-five percent (85%) for cities with a population between 25,000 to 49,999, eighty percent (80%) for cities with a population between 50,000

to 99,999, and seventy-five percent (75%) for cities with a population equal to or greater than 100,000, up to a maximum of \$1,000,000.00 per fiscal year of state or federal funds. The CCLIP Resurfacing Program is for contract maintenance only.

3. **“City”** means the City of Anthony, Kansas, with its place of business at 124 S. Bluff, PO Box 504, Anthony, KS 67003.
4. **“City Connecting Link”** means a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city’s limits and is designated as part of the national system of Interstate and defense highways.
5. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
6. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation, and other reengineering activities required during Construction of the Project.
7. **“Consultant”** means any engineering firm or other entity retained to perform consulting or design services for the Project.
8. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
9. **“Design Plans”** mean design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
10. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
11. **“Encroachment”** means any building, structure, vehicle, parking area, or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
12. **“Fiscal Year (FY)”** means the state’s fiscal year which begins July 1 and ends on June 30 of the following calendar year.
13. **“Geometric Improvements” or “GI”** means projects intended to address a safety, capacity, or operational need that can be addressed by changing the roadway geometrics. Examples of

projects under this category include, but are not limited to, intersection reconstruction to reduce encroachments over the curb from off-tracking of turning trucks; addition or extension of turn lanes; widening of the roadway to accommodate larger vehicles; or sight distance improvements.

14. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261, *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280, *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. § 65-3430, *et seq.*, Hazardous Waste.
15. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
16. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
17. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.
18. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.
19. **“Pavement Restoration” or “PR”** means a project intended to address deficiencies in the road surface that are too extensive or expensive to be addressed by the measures under the CCLIP Surface Preservation (SP) category. Actions under this category could include full-depth pavement replacement of the entire driving surface or extensive pavement rehabilitation. Other related improvements, such as curb and gutter repair/replacement, storm sewer, parking lanes, or sidewalk construction may be included.
20. **“Preliminary Engineering” or “PE”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
21. **“Project”** means a CCLIP (PR) project consisting of pavement reconstruction, replacement of curb and gutters, sidewalks, ramps, and entrances on K-44 (E. Main Street) at the



intersection of Main Street and Anthony Avenue in the City of Anthony, Kansas, and is the subject of this Agreement.

22. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
23. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
24. **“Right of Way”** means the real property and interests therein necessary for the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
25. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.
26. **“Utilities” or “Utility”** means all privately, publicly, or cooperatively-owned lines, facilities, and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public.

## ARTICLE II

### FUNDING:

1. **Funding.** The table below reflects the funding commitments of each Party. The Participating Costs of Construction include all unforeseeable elements of cost within the defined project scope identified after the Construction phase commences (“Construction Contingency Items”). The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change. **The City agrees to notify the Bureau of Local Projects if costs increase more than ten percent (10%) over the estimate.**

Party	Responsibility
Secretary	100% of Participating Costs of Preliminary Engineering (PE), Construction, and Construction Engineering (CE), not to exceed \$900,000.00.
City	0% of Participating Costs of PE, Construction, and CE until Secretary’s funding limit is reached.  100% of Costs of PE, Construction, and CE after Secretary’s funding limit is reached.  100% of Costs of Right of Way and Utility Adjustments.

100% Non-Participating Costs.
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### ARTICLE III

#### SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the City acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by Federal Highway Administration (FHWA) directives to obtain participation of federal funds in the cost of the Project.
2. **Letting and Administration by KDOT.** The Secretary shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the City. The Secretary further agrees, as agent for the City, to administer the Construction of the Project in accordance with the final Design Plans, as required by FHWA, to negotiate with and report to the FHWA and administer the payments due the Contractor or the Consultant, including the portion of the cost borne by the City.
3. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors, or suppliers. If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.
4. **Final Billing.** After receipt of FHWA acknowledgement of the final voucher claim, the Secretary's Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all Project costs for which the City is responsible and shall then transmit the complete and final billing to the City.

### ARTICLE IV

#### CITY RESPONSIBILITIES:

1. **Secretary Authorization.** The City authorizes the Secretary to undertake the Project on its behalf. All things hereinafter done by the Secretary in connection with the Project are authorized, adopted, ratified, and confirmed by the City to the same extent and with the same effect as though done directly by the City acting in its own individual capacity. The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of state aid and the current Federal-Aid Transportation Act for this Project.
2. **Legal Authority.** By his or her signature on this Agreement, the signatory certifies that he or she has legal and actual authority as representative and agent for the City to enter into this

Agreement on its behalf. The City agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.

3. **Conformity with State and Federal Requirements.** The City shall be responsible to design or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Local Projects LPA Project Development Manual, AASHTO A Policy on Geometric Design of Highways & Streets, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Traffic Engineering's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions required by the Secretary or by the City with the Secretary's concurrence, and with the rules and regulations of the FHWA pertaining to the Project. The City will be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with Public Right-of-Way Accessibility Guidelines (PROWAG), regardless of whether such improvements are deemed ineligible or Non-Participating items by the Secretary for reimbursement purposes.

4. **Submission of Design Plans to Secretary.** Upon their completion, the City shall have the Design Plans submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Design Plans with the items in Article IV, paragraph 3 above. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer who is responsible for the preparation of the geological investigations or studies. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

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

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

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

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

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

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

7. **Authorization of Signatory**. The City shall authorize a duly appointed representative to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

8. **Right of Way**. The City agrees to the following with regard to Right of Way:

(a) **Right of Way Acquisition**. The City will, in its own name, as provided by law, acquire by purchase, dedication, or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The City agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R., Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The City shall certify to the Secretary, on forms provided by the KDOT’s Bureau of Local Projects, such Right of Way has been acquired. The City further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, and permanent and temporary easements.

(b) Right of Way Documentation. The City will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The City further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives for the participation of federal funds in the cost of the Project. The City agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

(c) Relocation Assistance. The City will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the City will undertake the relocation for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. §§ 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1, *et seq.* The Secretary will provide information, guidance, and oversight to the City for any relocations required by the Project.

(d) Non-Highway Use of Right of Way. Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. If federal funds are used in the acquisition of Right of Way, any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.

(e) Trails and Sidewalks on KDOT Right of Way. With regard to any bike or pedestrian paths or sidewalks ("Trail/Sidewalk") constructed on state highway right of way, if any, pursuant to the Design Plans, the City agrees as follows:

- (i) City Responsible for Repairs and Providing Alternative Accessible Routes. The City agrees that the primary purpose of KDOT Right of Way is for the construction and maintenance of K-44. If the construction or maintenance of K-44 reasonably requires the Trail/Sidewalk on KDOT Right of Way to be damaged or removed, the City shall be responsible for all repairs to the Trail/Sidewalk made necessary as a result of K-44 construction or maintenance. In the event the Trail/Sidewalk on KDOT Right of Way is temporarily closed or removed for any reason and for any length of time, the City will be wholly responsible for providing an alternative accessible path and for compliance with all laws and regulations relating to accessibility.
- (ii) Interference with KDOT Right of Way. If the Secretary, in the Secretary's sole judgment, determines that continued use of the Trail/Sidewalk is or will

interfere with KDOT use of its Right of Way or is otherwise rendered impractical, inconvenient, or unsafe for use by the traveling public, the City will remove the Trail/Sidewalk and restore the KDOT Right of Way location to its original condition prior to the Construction of the Trail/Sidewalk.

(iii) Incorporation of Trail/Sidewalk into Local Transportation System. The City agrees to take all steps necessary to designate the Trail/Sidewalk component of the Project as an integral part of its local transportation system, being primarily for transportation purposes and having only incidental recreational use for purposes of 49 U.S.C. § 303 and 23 C.F.R. § 771.135.

(iv) Maintenance. When the Project is completed and final acceptance is issued, the City, at its own cost and expense, will maintain, including snow removal if required by law, the Trail/Sidewalk on KDOT Right of Way and make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within a reasonable period and will prosecute the work continuously until it is satisfactorily completed. Any notification by the State Transportation Engineer, however, is not intended to and shall not be construed to be an undertaking of the City's absolute duty and obligation to maintain the Trail/Sidewalk.

(f) Use of City Right of Way. The Secretary shall have the right to utilize any land owned or controlled by the City, lying inside or outside the limits of the City as shown on the final Design Plans, for the purpose of constructing the Project.

9. **Removal of Encroachments.** The City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the City and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

10. **Future Encroachments.** Except as provided by state and federal laws, the City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

11. **Utilities.** The City agrees to the following with regard to Utilities:

(a) Utility Relocation. The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities

necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(b) Status of Utilities. The City shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) Time of Relocation. The City will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The City shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the City as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The City shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the City's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The City will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) Permitting of Private Utilities. The City shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) Indemnification. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the City will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the City except as provided by state and federal laws.

12. **Hazardous Waste.** The City agrees to the following with regard to Hazardous Waste:

(a) Removal of Hazardous Waste. The City shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The City shall take appropriate action to cleanup and remediate any identified Hazardous Waste

prior to Letting. The City will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

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

(c) Hazardous Waste Indemnification. The City shall hold harmless, defend, and indemnify the Secretary, and the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees, or costs imposed under state or federal laws arising out of or related to any act of omission by the City in undertaking cleanup or remediation for any Hazardous Waste.

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

13. **Inspections.** The City is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the current KDOT approved Construction Engineering program and in accordance with the current edition of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions. The detailed inspection is to be performed by the City or the Consultant. The Secretary does not undertake for the benefit of the City, the Contractor, the Consultant or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans. The City will require at a minimum all personnel performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. The agreement for inspection services must contain this requirement as a minimum. The City may require additional clothing requirements for adequate visibility of personnel.

14. **Traffic Control.** The City agrees to the following with regard to traffic control for the Project:

(a) Temporary Traffic Control. The City shall provide a temporary traffic control plan within the Design Plans, which includes the City's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right



of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the MUTCD, as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same. The Secretary or the Secretary's authorized representative may act as the City's agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary or the Secretary's authorized representative shall notify the City of the determinations made pursuant to this section.

(b) Permanent Traffic Control. The City must ensure the location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, shall conform to the latest version of the MUTCD as adopted by the Secretary.

(c) Parking Control. The City shall prohibit parking of vehicles on the City Connecting Link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways as the Secretary may deem necessary to permit free flowing traffic throughout the length of the Project covered by this Agreement.

(d) Traffic Movements. The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The City shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

15. Access Control. The City will maintain control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans unless prior approval is obtained from the Secretary.

16. Remittance of Estimated Share. The City shall either 1) deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities or, 2) provide billing and payment documentation to the Secretary of any Preliminary Engineering costs incurred by the City for the Project that the City has paid. If the total amount expended by the City for its Preliminary Engineering costs does not equal its total financial obligation, as described in Article II, then the City shall deposit with the Secretary the difference. If the City chooses to forego providing Preliminary Engineering documentation to the Secretary, the City will remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of City Funds received by the City from the Secretary. The date indicated for the City to deposit its estimated share of the total Project expenses or provide Preliminary Engineering documentation is fifty (50) days after the Letting date.

17. Payment of Final Billing. If any payment is due to the Secretary, such payment shall be made within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

18. **Audit.**

(a) **Audit Requirements for Federal Awards.** All local governmental units, state agencies or instrumentalities, non-profit organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (commonly known as the “Supercircular”). The Audit Standards set forth in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, *et seq.*

(b) **Agency Audit.** The Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the City will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If the audit reveals payments have been made with federal funds by the City for items considered Non-Participating Costs, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary

19. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

20. **Cancellation by City.** If the City cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary’s statement of the cost incurred by the Secretary prior to the cancellation of the Project.

## ARTICLE V

### GENERAL PROVISIONS:

1. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

2. **City Connecting Link.** The Parties entered into an agreement covering routine maintenance of the City Connecting Link for portions of ROUTE within the city limits. It is the Parties’ intention that the agreement for routine maintenance shall remain in full force and effect and

the mileage set out in the City Connecting Link maintenance agreement is not affected by this Agreement.

3. **FHWA Approval.** Decisions as to what Project Costs are federal Participating Costs will be made by the Secretary in accordance with the requirements of the FHWA.

4. **Civil Rights Act.** The **Civil Rights Attachment, Rev. 01.24.2023** pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

5. **Contractual Provisions.** The Provisions found in the current version of the **Contractual Provisions Attachment (Form DA-146a)**, which is attached, are incorporated into, and made a part of this Agreement.

6. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

7. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

8. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

9. **Suspension and Debarment.** If the total value of this Agreement exceeds \$25,000.00, this Agreement is a covered transaction for purposes of 2 C.F.R. Parts 180 and 1200. Therefore, the City verifies that neither it nor its principals or agents is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any federal department or agency. 2 C.F.R. § 200.214.

10. **Buy America Compliance.** The Parties agree to comply with the Buy America requirements of 23 CFR § 635.410, as applicable, when purchasing items using Federal funds under this Agreement. Buy America requires the Parties to purchase only steel and iron produced in the United States unless a waiver has been granted by FHWA or the product is subject to a general waiver. Costs for applicable materials which are not certified either compliant or under waiver will not be reimbursed. Buy America requirements apply to all contractors/subcontractors and should be incorporated through appropriate contract provisions as needed.

11. **Prohibited Use of Certain Technologies.** All Parties agree that they will comply with 2 CFR § 200.216 and 2 CFR § 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds, if any, to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such

entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.

12. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

13. **Severability.** If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

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

ATTEST:

THE CITY OF ANTHONY, KANSAS

\_\_\_\_\_  
CITY CLERK (Date)

\_\_\_\_\_  
MAYOR

(SEAL)

Agreement No. 077-23  
Project No. 039 KA-6909-01  
Bureau of Local Projects

Kansas Department of Transportation  
Secretary of Transportation

By: \_\_\_\_\_  
Greg M. Schieber, P.E. (Date)  
Interim Deputy Secretary and  
State Transportation Engineer

Approved as to form:

**KANSAS DEPARTMENT OF TRANSPORTATION  
CIVIL RIGHTS ATTACHMENT**

**PREAMBLE**

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

**CLARIFICATION**

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

**ASSURANCE APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

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

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

### ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

State of Kansas  
 Department of Administration DA-146a  
 (Rev. 07-19)

### CONTRACTUAL PROVISIONS ATTACHMENT

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

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to



comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart  
Opioids Implementation Administrator  
[opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com)

Anthony city, KS  
Reference Number: CL-394394

***TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:***

**THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.**

***Deadline: April 18, 2023***

Five new proposed national opioid settlements ("*New National Opioid Settlements*") have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** ("*Settling Defendants*"). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district ("*subdivision*").

You are receiving this *Participation Package* because Kansas is participating in the following settlements:

- **Teva**
- **Allergan**
- **CVS**
- **Walgreens**
- **Walmart**

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- *Participation Forms* for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.

**The *Participation Form* for each settlement must be executed, without alteration, and submitted on or before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.**

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for these new settlements the same as they did for the prior opioid settlements with McKesson, Cardinal, Amerisource, and J&J/Janssen, but states may choose to treat these settlements differently.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.



### **How to return signed forms:**

There are three methods for returning the executed *Participation Forms* and any supporting documentation to the Implementation Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return executed *Participation Forms* using DocuSign, signed *Participation Forms* may be returned via electronic mail to [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com). (Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms - [Subdivision Name, Subdivision State] - [Reference ID]. )



Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com).

**The sign-on period for subdivisions ends on April 18, 2023.**

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com), or Christopher Teters at the Kansas Attorney General's Office at 785-368-8429 or [chris.teters@ag.ks.gov](mailto:chris.teters@ag.ks.gov).

Thank you,

National Opioids Settlements Implementation Administrator

*The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.*

**EXHIBIT K****Subdivision and Special District Settlement Participation Form**

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

Yes    [ ] No

Governmental Entity: Anthony city	State: KS
Authorized Signatory: Cyndra Kastens	
Address 1: PO Box 504	
Address 2: 124 J. Bluff	
City, State, Zip: Anthony, KS 67003	
Phone: 620 842 5434	
Email: ckastens@anthonykansas.org	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

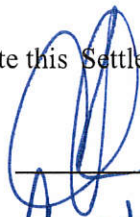
A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature:



---

Name:

Lyndra Kastens

---

Title:

City Clerk / Admin.

---

Date:

4.4.23

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**Exhibit K**  
**Subdivision and Special District Settlement Participation Form**

Governmental Entity: Anthony city	State: KS
Authorized Signatory: Lyndra Kastens	
Address 1: PO Box 504	
Address 2: 124 S. Bluff	
City, State, Zip: Anthony, MO 67003	
Phone: 620.842.5434	
Email: ckastens@anthonykansas.org	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.





8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

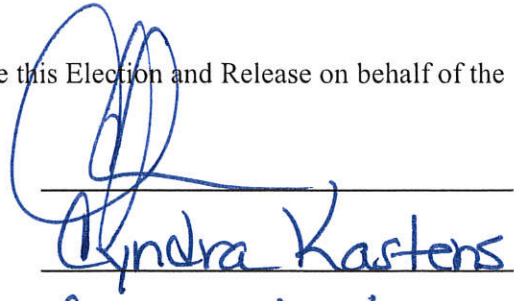
A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_



Name: \_\_\_\_\_

Lyndra Kastens

Title: \_\_\_\_\_

City Clerk / Admin.

Date: \_\_\_\_\_

4.4.23



**EXHIBIT K**

**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

Yes      [ ] No

Governmental Entity: Anthony city	State: KS
Authorized Signatory: <i>Cyndra Kastens</i>	
Address 1: <i>PO Box 504</i>	
Address 2: <i>124 S. Bluff</i>	
City, State, Zip: <i>Anthony, KS 67003</i>	
Phone: <i>620 842 5434</i>	
Email: <i>ckastens@anthonykansas.org</i>	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:  \_\_\_\_\_

Name: Cyndra Kastens

Title: City Clerk/Admin.

Date: 4.4.23



**EXHIBIT K****Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

Yes      [ ] No

Governmental Entity: Anthony city	State: KS
Authorized Signatory: Lyndra Kastens	
Address 1: PO Box 504	
Address 2: 124 S. Bluff	
City, State, Zip: Anthony KS 67003	
Phone: 620 842 5434	
Email: ekastens@anthonykansas.org	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:  \_\_\_\_\_

Name: Cyndra Kastens

Title: City Clerk / Admin.

Date: 4.4.23





**EXHIBIT K****Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

Yes       No

Governmental Entity: Anthony city	State: KS
Authorized Official: <i>Cyndra Kastens</i>	
Address 1: <i>PO Box 504</i>	
Address 2: <i>124 S. Bluff</i>	
City, State, Zip: <i>Anthony, KS 67003</i>	
Phone: <i>620 842 5434</i>	
Email: <i>ckastens@anthonykansas.org</i>	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

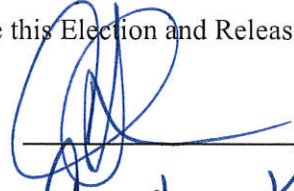
A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_



Name: \_\_\_\_\_

Cyndra Kastens

Title: \_\_\_\_\_

City Clerk / Admin

Date: \_\_\_\_\_

4.4.23



**PLANNING COMMISSION REPORT  
CASE PC 23-01  
CITY OF ANTHONY / CBC ANTHONY LLC  
120 N LL&G**

The Anthony City Planning Commission met on March 20, 2023 to review a request from the City of Anthony and CBC Anthony LLC for a rezone of a portion of land in Block 7 and 8 of Jennings Addition from R-1 Residential to B-2 Service Business located at 120 N. LL&G.

After conducting a public hearing, the Planning Commission reviewed the case and based their decision on the following criteria.

**Criteria for Review**

- A. The general character and location of the neighborhood.

**The property is located in the 100 block of North LL&G. North LL&G is a commercial business neighborhood with zoning uses such as retail, automotive, entertainment, restaurant, etc...**

- B. The current zoning and use of nearby properties.

**North LL&G is zoned primarily B-2 commercial. The property in question is zoned B-2 commercial with the exception of the west side of the block which is zoned residential. This particular property was rezoned to B-2 commercial in December 2021 to construct a new retail structure however, since that time additional land was needed to construct drainage basins to meet the needs of this commercial property and therefore, the basin land needs to be rezoned as well. See attached Diagram of basin locations.**

- C. Suitability of the subject property for the uses to which it has been restricted.

**The property is well suited for applied zoning use. As stated above, this portion of the lot in question is already majority zoned commercial. This amendment would add the area needed to this commercial zoning to complete the total construction needs of the commercial retail business. This is very suitable for this area.**

- D. Extent to which the proposed use will detrimentally affect nearby property.

**As far as can be determined, there should be little to no detrimental effect to nearby properties. In fact, development would help maintain the area for existing businesses.**

- E. The length of time the subject property has remained vacant as zoned.

**The subject property has no current record of prior development.**

- F. The relative gain to public health, safety and welfare due to the denial of the application as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

**There does not appear to be a gain to the public if the application were to be denied.**

- G. Recommendation of the city staff.

**It is the recommendation of the city staff to approve the zoning amendment as it is a minor zoning change which would bring uniform zoning to the newly constructed commercial facility at this location. Not to approve zoning would leave the subject property in a mixed zoning status.**

- H. Conformance of the requested change to the adopted or recognized comprehensive plan, or other planning policies and documents of the City to guide its growth and development.

**The requested change conforms to the City of Anthony Comprehensive Plan.**

- I. The availability and adequacy of required utilities and services to serve the proposed use. These utilities and services include, but are not limited to, sanitary and storm sewers, water and electrical service, police and fire protection, schools, parks and recreation facilities.

**Again, this is not a change in use but rather adding a small portion of land to the existing use. The existing use has adequate access to all required utilities.**

- J. The extent to which the proposed use will adversely affect the capacity or safety of the street or road network influenced by the use. Or if the proposed uses provide adequate access roads or ingress and egress to prevent traffic hazards.

**The addition of drainage basins will have no impact to the street or road network. Sufficient easements are required by the city to satisfy access to the basins and to city main improvements, none of which would have any impact to traffic safety or hazards.**

- K. The environmental impacts generated by the proposed use including, but not limited to, loss of prime farmland, flooding problems, excessive storm water

runoff, soil erosion and sedimentation, reduction of water supplies, including surface and ground waters, air pollution, noise pollution, excessive nighttime lighting or other environmental harm.

**The construction of the drainage basins is the solution to potential environmental impacts in this area which could have been caused due to the construction of this commercial facility. This will properly channel and release storm water in a timed manner into the drainage and culverts of the city and KDOT so as not to inundate them and cause negative impacts.**

- L. The extent to which the proposed use will result in the destruction, loss, or damage of any natural, scenic or historic feature of significant importance.

**The proposed use should have no adverse effects on such features.**

- M. The ability of the applicant to satisfy any requirement (e.g. site plan, etc.) applicable to the specific use imposed pursuant to the zoning regulations in the Unified Development Code and other applicable ordinances.

**The applicant has satisfied state and local permitting thus far. There are deeds and easements still required under local jurisdiction. Co-applicant has placed a \$50,000 bond to ensure the appropriate filing of said documents.**

The Planning Commission therefore recommends to the Anthony City Commission, by a 6-0 vote that the portion of land in Block 7 and 8 of Jennings Addition located at 120 N LL&G be rezoned from R-1 Residential to B-2 Service Business.

Blake LePard  
Planning Commission Chairman

(Published in The Anthony Republican, April 12, 2023) 1t

**ORDINANCE No. S-310**

**AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OF CERTAIN REAL ESTATE LOCATED WITHIN THE JURISDICTION OF THE CITY OF ANTHONY, KANSAS located at 120 N. LL&G AND VARIANCES THEREOF**

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

Section 1: That pursuant to Chapter XVIII, Zoning and Planning (Ordinance No. G-2718), of the City Code of the City of Anthony, Kansas, the following real estate affected by this ordinance is described as:

***LEGALS TO BE INSERTED IN FINAL COPY SIGNED AT THE MEETING. WAITING SURVEYOR TO FINALIZE.***

Section 2: The classification of the said real estate shall be changed from R-1 Residential to B-2 Service Business District.

Section 3: This ordinance shall take effect from and after its publication in the Anthony Republican, the official City newspaper as provided by law.

Passed, approved, and adopted this 4<sup>th</sup> day of April, 2023.

\_\_\_\_\_  
Gregory Cleveland, Mayor  
City of Anthony

ATTEST:

\_\_\_\_\_  
Cyndra Kastens, City Clerk/Administrator

**PLANNING COMMISSION REPORT  
CASE PC 23-02  
HARPER COUNTY BOARD OF COUNTY COMMISSIONERS  
103 W Steadman**

The Anthony City Planning Commission met on March 20, 2023 to review a request from the Harper County Board of County Commissioners for a rezone from B-1 Service Business to R-1 Residential for property located at 103 W Steadman legally described as Lots 10, 11, 12 and South 5' of Lot 9 in Block 21, Original City of Anthony, Harper County, Kansas.

After conducting a public hearing, the Planning Commission reviewed the case and based their decision on the following criteria.

**Criteria for Review**

- A. The general character and location of the neighborhood.

**The property is located at 103 W Steadman and is currently zoned, B-1 Central Business District. The general character of the neighborhood on this block is residential containing primarily single-family residential housing, a church, and a post office. Neighboring this block on the south is commercial zoning and, on the north, east, and west is residential. The zoning amendment consideration is for a property on the southeast corner of the block.**

- B. The current zoning and use of nearby properties.

**The property in question is zoned B-1 Central Business District with the rest of the entire block zoned R-1 Residential. The structure at this location is built in such a way that could be utilized for a commercial or residential property. It is surrounded on three sides by businesses (though two of the businesses are zoned residential and are allowed in residential zoning). There are mixed uses in this area though the zoning is primarily residential on this block and all neighboring blocks with the exception of the B-1 district across the street south of this property.**

- C. Suitability of the subject property for the uses to which it has been restricted.

**The property could be suited for commercial or residential purposes due to the structure of the facility and the mixed uses within the neighborhood in which it is located.**



- D. Extent to which the proposed use will detrimentally affect nearby property.

**As far as can be determined, there should be little to no detrimental effect to nearby properties since there are houses already located on this block. However, it is also acknowledged that this location is the furthest south on the block which means, unlike the other residences located here, there are active businesses on three sides of this subject property. Notices were mailed to neighboring properties giving them the opportunity to present comments at the hearing in the event a neighboring business would be negatively impacted by converting this property to residential use.**

**From a zoning perspective, amending this property to residential zoning brings the property in greater uniformity to the rest of the block. From a use perspective, making this property a residential use is uniform to the houses north of the property but not as uniform to the uses of businesses on its south, east, and west. Basically, there is enough of both uses and zoning in this area that there is potential justification to approve this change as long as there is no conflict with neighboring businesses.**

- E. The length of time the subject property has remained vacant as zoned.

**The subject property has not been vacant and has been in use as a commercial facility to operate county offices within.**

- F. The relative gain to public health, safety and welfare due to the denial of the application as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

**The gain to the public if this was denied would be that this street front would remain uniform for business use and neighboring businesses could continue to utilize the availability of the on-street parking for commercial patrons use as they do now. However, since the landowner currently plans to utilize the property as a day care (which would take approval of a special use permit), it could also be viewed that denial of the application could be a hardship to the community which is in need of day care services. Since this application is for a zoning change only, focus should remain on all residentially zoned uses at this location (not just a day care) and whether they are or are not a gain or hardship to the public and/or applicant.**

- G. Recommendation of the city staff.

**It is recognizably allowable to change this property to residential zoning since there are already houses on this block across the street from the courthouse, and residential zoning is the primary zoning on the block. However, it is also recognized that this property, unlike the neighboring**

homes north of it, is directly adjacent on three sides to current businesses which places the use of someone's residential living quarters directly adjacent to the use of operating businesses on a fairly busy commercial street. Both uses are recognizably possible therefore, city staff encourages the Planning Commission to consider the area and determine whether any neighboring businesses reported any issue with this property as a residential use adjacent to their daily operations. If no such concerns were received, and traffic and parking are appropriately reviewed, the zoning administrator would recommend approval of said zoning change request.

- H. Conformance of the requested change to the adopted or recognized comprehensive plan, or other planning policies and documents of the City to guide its growth and development.

**The requested change conforms to the City of Anthony Comprehensive Plan.**

- I. The availability and adequacy of required utilities and services to serve the proposed use. These utilities and services include, but are not limited to, sanitary and storm sewers, water and electrical service, police and fire protection, schools, parks and recreation facilities.

**The existing use has adequate access to all required utilities.**

- J. The extent to which the proposed use will adversely affect the capacity or safety of the street or road network influenced by the use. Or if the proposed uses provide adequate access roads or ingress and egress to prevent traffic hazards.

**Recognizing that this property is located on a well utilized commercial block there is potential for impact to the road network and parking. Residential occupants may have limited open space for parking at this home and/or the homeowners could keep personal vehicles in the on-street parking that limit availability for the business patrons to use it as they do now. This does not mean that the application should be denied based upon this effect since similar impacts occur on the east side of this block (adjacent to the courthouse), it simply warrants discussion on the issue and recognition that there could be impact. Discussion with neighboring businesses and/or the police chief might be encouraged.**

- K. The environmental impacts generated by the proposed use including, but not limited to, loss of prime farmland, flooding problems, excessive storm water runoff, soil erosion and sedimentation, reduction of water supplies, including surface and ground waters, air pollution, noise pollution, excessive nighttime lighting or other environmental harm.

**There does not appear to be an adverse environmental impact that would be generated by this proposed use at this location.**

- L. The extent to which the proposed use will result in the destruction, loss, or damage of any natural, scenic or historic feature of significant importance.

**The proposed use should have no adverse effects on such features.**

- M. The ability of the applicant to satisfy any requirement (e.g. site plan, etc.) applicable to the specific use imposed pursuant to the zoning regulations in the Unified Development Code and other applicable ordinances.

**The applicant would be required to satisfy all requirements of the UDC and the city building and permitting codes. Thus far, the applicant has made no indication that such requirements would be a problem.**

The Planning Commission therefore recommends to the Anthony City Commission, by a 6-0 vote that property located at 103 W Steadman legally described as Lots 10, 11, 12 and South 5' of Lot 9 in Block 21, Original City of Anthony, Harper County, Kansas, be rezoned from B-1 Central Business to R-1 Residential.

Blake LePard  
Planning Commission Chairman

(Published in The Anthony Republican, April 12, 2023) 1t

**ORDINANCE No. S-311**

**AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OF CERTAIN REAL ESTATE LOCATED WITHIN THE JURISDICTION OF THE CITY OF ANTHONY, KANSAS located at 103 W Steadman and VARIANCES THEREOF**

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

Section 1: That pursuant to Chapter XVIII, Zoning and Planning (Ordinance No. G-2718), of the City Code of the City of Anthony, Kansas, the following real estate affected by this ordinance is described as:

Lots 10, 11, 12 & South 5’ of Lot 9 in Block 21, Original City of Anthony, Harper County, Kansas

Section 2: The classification of the said real estate shall be changed from B-1 Central Business to R-1 Residential District.

Section 3: This ordinance shall take effect from and after its publication in the Anthony Republican, the official City newspaper as provided by law.

Passed, approved, and adopted this 4<sup>th</sup> day of April, 2023.

\_\_\_\_\_  
Gregory Cleveland, Mayor  
City of Anthony

ATTEST:

\_\_\_\_\_  
Cyndra Kastens, City Clerk/Administrator

**PLANNING COMMISSION REPORT**  
**CASE SU 23-01**  
**Harper Co. Board of County Commissioners**  
**103 W Steadman St.**

The Anthony City Planning Commission met on March 20, 2023 to review a request from Harper County Board of County Commissioners for a Special Use Permit on property zoned as R-1 Residential. The purpose of the permit is to for a daycare for six (6) persons or more at 103 W Steadman, legal description being Lot 10, 11, 12 & South 5' of Lot 9 in Block 21, Original City of Anthony, Harper County Kansas.

After conducting a public hearing, the Planning Commission reviewed the case and based their decision on the following criteria and conditions/modifications:

**Criteria**

The Planning Commission therefore recommends to the Anthony City Commission, by a 5-1 vote, to allow the Special Use Request with conditions, on property zoned as R-1 Residential for the purpose of a daycare for six (6) persons or more at 103 W Steadman legally described as Lot 10, 11, 12 & South 5' of Lot 9 in Block 21, Original City of Anthony, Harper County Kansas.

- A. The location and size of the proposed use in relation to the site and to adjacent sites and uses of property, and the nature and intensity of operations proposed.

**The proposed use is for a childcare facility for six persons or more. If the property is rezoned to R-1 Residential, then the use is acceptable to the site in meeting zoning requirements as long as the owner can demonstrate compliance with Section 14-2A of the Unified Development Code. The proposed use could be questionably relational to the adjacent uses. Notification of the intended use has been sent to the surrounding properties with an opportunity to report conflicts at the hearing.**

- B. Accessibility of the property to police, fire, refuse collection and other municipal services.

**All services are currently available and sufficiently accessible. The Planning Commission is not reviewing this site to verify fire safety standards required of Day Care facilities in the State of Kansas and will default to the HP CO Health Department and the State License for that purpose.**

- C. Adequacy of ingress and egress to and within the site; traffic flow and control; and the adequacy of the off-street parking and loading areas.

**This site has questionable adequacy for ingress/egress and loading/unloading due to the commercial traffic. Off street drop off/pick up may need to be evaluated. A plan of egress/ingress, traffic flow, and pick up/drop off must be provided by the owner for review.**

- D. Utilities and services, including water, sewer, drainage, gas, and electricity, with particular reference to location, availability, capacity and compatibility.

**All utility services are currently available and established according to city standards.**

- E. The location, nature and height of buildings, walls, fences, and other improvements; their relation to adjacent property and uses; and the need for buffering or screening.

**Buffering or screening could be discretionary for the safety of the children at play given the public location and traffic of the facility but not mandatory by current UDC requirements.**

- F. The adequacy of required yards and open space requirements and sign provisions.

**The location is adequate to meet the required yard, open space, and sign provisions. Plans should be submitted for approval of signs and fencing prior to placement and or construction.**

- G. The general compatibility with adjacent properties; other properties in the neighborhood; and the safety, health, comfort and general welfare of the community.

**This use is typical in a residential neighborhood and is compatible with most adjacent uses. There are some questions as to compatibility on commercial uses and jail location. These are being reviewed and neighboring businesses have been given the opportunity to report at the hearing. The impact to the safety, health, comfort or general welfare of the community by permitting the establishment of a daycare center in this location could have positive and negative impacts for the community due to mixed uses at this location. By not permitting this establishment, the negative impact may be that a need is not met for families who need adequate childcare in the community.**

- H. The consistency of the proposed use with the Comprehensive Plan.

**The comprehensive plan does not designate any specific area for daycare centers. However, establishing daycare centers is consistent with the intent of providing for growth in the community. Establishing these uses in residential areas does provide increased safety for children by limiting the dangers of increased or heavy traffic that occurs with commercial or industrial uses. This location does border commercial use and activity on three sides. This is why ingress/egress and pick up/drop off should be further evaluated, to ensure child and traffic safety at this location.**

#### Conditions/Modifications

1. Contingent upon City Commission approval of the zoning change from B-1 Central Business District to R-1 Residential at the April 4, 2023 Commission Meeting.
2. Provide a dedicated pick-up and drop off for daycare on the west side of the property.
3. An agreement between Harper County and their daycare employees to provide/allow parking at the courthouse or install a driveway.
4. Must provide signage for caution signs for alley traffic located on property owners' property.

(Published in the Anthony Republican, April 12, 2023) 1t

ORDINANCE No. S-312

AN ORDINANCE ISSUING SPECIAL USE PERMIT FOR CERTAIN REAL ESTATE LOCATED WITHIN THE JURISDICTION OF THE CITY OF ANTHONY, KANSAS located at 103 W Steadman St.

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

**Section 1:** That pursuant to Chapter XVIII, Zoning and Planning (Ordinance No. G-2718), of the City Code of the City of Anthony, Kansas, the following real estate affected by this ordinance is described as:

Lots 10, 11, 12 & South 5' of Lot 9 in Block 21, Original City of Anthony, Harper County, Kansas

**Section 2:** To allow a Special Use Permit for a daycare for six (6) persons or more on property zoned as R-1 Residential located at 103 W Steadman St. with the following conditions:

1. Contingent upon City Commission approval of the zoning change from B-1 Central Business District to R-1 Residential at the April 4, 2023 Commission Meeting.
2. Provide a dedicated pick-up and drop off for daycare on the west side of the property.
3. An agreement with Harper County and their daycare employees to provide/allow parking at the courthouse or install a driveway.
4. Must provide signage for caution signs for alley traffic located on property owners' property.

**Section 3:** This ordinance shall take effect from and after its publication in the Anthony Republican, the official City newspaper as provided by law.

Passed, approved, and adopted this 4<sup>th</sup> day of April, 2023.

\_\_\_\_\_  
Gregory Cleveland, Mayor

ATTEST:

\_\_\_\_\_  
Cyndra Kastens/City Clerk/Administrator



# CERTIFICATE – DIRECTOR-1

## KANSAS MUNICIPAL ENERGY AGENCY BOARD OF DIRECTORS

This certificate duly documents the appointment of a **Director-1** to serve on the Board of Directors of the Kansas Municipal Energy Agency (KMEA) as provided for in Article V, Section 5.1 of KMEA's Bylaws.

I, the undersigned City Clerk of the City of Anthony, Kansas, a member of KMEA, do hereby certify that at a meeting of the City Governing Body duly held on the 4th day of April, 2023; and

Name:	<u>Larry Berry</u>	Title:	<u>Power Plant Superintendent</u>
Address:	<u>124 S Bluff - P.O. Box 504</u>		
City:	<u>Anthony</u>	State:	<u>KS</u> Zip Code: <u>67003</u>
Office Phone:	<u>620.842.5960</u>	Cell Phone:	<u>620.842.7046</u> Fax: _____
Email Address:	<u>lberry7200@yahoo.com</u>		

who (a) resides within the territory served by the City’s electric utility; or (b) is an employee of the City, was appointed to serve on the KMEA Board of Directors for a two-year term beginning May 1, 2023.

I further certify that the foregoing appointment is reflected in the official Minutes of the Governing Body of the City for the meeting on the date indicated above.

This certificate is given this 4th day of April, 2023.

\_\_\_\_\_  
City Clerk

Anthony, Kansas



RESOLUTION NO. 1117

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

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

WHEREAS, that a health nuisance has developed in the South Half (1/2) of Lot Four (4) and the North Half (1/2) of Lot Five (5) in Block Eighty-two (82), in the City of Anthony, Harper County, Kansas; as shown by the recorded Plat thereof, 308 S. Madison, Anthony, Kansas.

WHEREAS, Notice of Violations have been mailed to the property owner of record by certified mail Isaac Lee Davis, 320 W. Forest St, Pittsburg, KS 66762; Notice was never picked up by property owner. On March 10, 2023, Rowdy Bazer, tenant, was served notice of violations in person by Chief Kenny Hodson.

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 April 14, 2023; 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 4th day of April, 2023.

\_\_\_\_\_  
Gregory L. Cleveland, Mayor

SEAL  
ATTEST:

\_\_\_\_\_  
Cyndra Kastens, City Clerk



*(Published in the Anthony Republican on April 12, 2023)*

**RESOLUTION NO. 1118**

A RESOLUTION FINDING THAT THE STRUCTURE LOCATED ON LOT NINETEEN (19) IN BLOCK THREE (3) IN GRAY'S ADDITION IN THE CITY OF ANTHONY, HARPER COUNTY, KANSAS, COMMONLY KNOWN AND REFERRED TO AS 422 N. MASSACHUSETTS ANTHONY, KANSAS, IS DANGEROUS OR UNSAFE AND DIRECTING THAT THE STRUCTURE BE REMOVED AND THE PREMISES MADE SAFE AND SECURE.

WHEREAS, the Enforcing Officer of the City of Anthony, Kansas did on the 17<sup>th</sup> day of January, 2023, file with the governing body of said City a statement in writing that a certain structure, hereinafter described, was dangerous or unsafe; and,

WHEREAS, the governing body did by Resolution No. 1109 dated the 17<sup>th</sup> day of January, 2023, fix the time and place of a hearing at which the owner, his or her agent, lienholders, any occupants and all other parties of interest of such structure could appear and show cause why such structure should not be condemned and ordered repaired or demolished, and provided for giving notice thereof as provided by law; and,

WHEREAS, Resolution No. 1109 was published in the official city paper on the 25<sup>th</sup> day of January, 2023, and on the 1<sup>st</sup> day of February, 2023, and a copy of said resolution was served upon all persons entitled thereto as provided by law; and,

WHEREAS, on the 7<sup>th</sup> day of March, 2023, the governing body did conduct the hearing scheduled in Resolution No. 1109 and took evidence from the following: the enforcing officer on behalf of the city; The following parties in interest failed to appear or appeared and did not present evidence: Aspen Williams.

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

1. The governing body hereby finds that the structure located at:

Lot Nineteen (19) in Block Three (3) in Gray's Addition in the City of Anthony, Harper County, Kansas.

and commonly known and referred to as 422 N. Massachusetts, Anthony, Kansas, is dangerous or unsafe and directs that such structure is to be removed and the premises made safe and secure.

2. The owner of such structure is hereby directed to commence the removal of the property no later than the 29<sup>th</sup> day of March, 2023, and to have the removal completed within 30 days of the date of commencement and not later than the 28<sup>th</sup> day of April, 2023. Provided, that upon due application by the owner and for good cause shown, the governing body, in its sole discretion, may grant the owner additional time to complete the removal of the property. The owner shall bear full responsibility for any and all expenses associated with the removal of the structure and making the premises safe and secure.

3. If the owner fails to commence the removal of the structure within the time stated herein, or any additional time granted by the governing body, or fails to diligently prosecute the same until the work is completed, the governing body will cause the structure to be razed and removed, make the premises safe and secure, or let the same to contract, and the costs of razing and removing and making secure, less salvage if any, shall be collected in the manner provided by K.S.A. 12-1,115, and amendments thereto, shall be assessed as a special assessment against the lot of parcel of land upon which the structure is located, and or by an action in district court, and any other manner of collection provided by law.

4. The owner of any structure, upon removing the same, shall fill any basement or other excavation located upon the premises and take any other action necessary to leave the premises in a safe condition, with the ground level and free of debris, at owner's expense. If the owner fails to take such action, the enforcing officer may proceed to make the site safe. The cost of which shall be recovered by any means stated in Section 3 of this resolution.

5. The owner of the structure must obtain an approved demolition permit from the City of Anthony prior to starting construction/demolition.

APPEAL, Any person affected by an order issued by the governing body under this resolution may, within 30 days following service of the order, petition the district court of Harper County for an injunction restraining the enforcing officer from carrying out the provisions of the order pending final disposition of the case.

BE IT FURTHER RESOLVED, that if the owner fails to commence the repair or removal of the structure within the time provided herein or fails to diligently prosecute the same until it is completed, the governing body may take such further action as it deems necessary to raze and remove the structure without further notice to the owner or other parties in interest.

BE IT FURTHER RESOLVED, that the City Clerk or designated representative shall cause this Resolution to be published once in the official city paper and mail a copy to the owner, agents, lienholders, occupants, and other parties in interest.

Adopted this 4<sup>th</sup> day of April, 2023,

\_\_\_\_\_  
Gregory Cleveland, Mayor

(SEAL)  
ATTEST:

\_\_\_\_\_  
Cyndra Kastens, City Clerk

**ORDINANCE NO. S-313**

AN ORDINANCE AUTHORIZING AND DIRECTING THE REMOVAL OF CERTAIN UNSAFE AND DANGEROUS STRUCTURES LOCATED ON ALL OF LOTS TEN (10) AND ELEVEN (11), IN BLOCK NINE (9), IN THE CITY OF ANTHONY, AS SHOWN BY THE RECORDED PLAT THEREOF, EXCEPT THE EAST FIFTY (50) FEET THEREOF; TOGETHER WITH EASEMENTS RESERVED THEREIN IN GENERAL WARRANTY DEED DATED AUGUST 3, 1950, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF HARPER COUNTY, KANSAS, IN BLOOK 76, PAGE 257, WHICH SAID EASEMENTS ARE HEREBY CONVEYED TO SECOND PARTIES IN THE CITY OF ANTHONY, HARPER COUNTY, KANSAS, ALSO KNOWN AND REFERRED TO AS 301 N. KANSAS, ANTHONY, KANSAS, AUTHORIZING THE FINANCING OF THE COSTS OF SUCH REMOVAL BY THE SALE OF SALVAGE FROM SUCH STRUCTURE, IF ANY, AND/OR FROM THE GENERAL FUND OF THE CITY; AND, THE LEVYING OF SPECIAL ASSESSMENTS AGAINST THE LOTS OR PARCELS OF LAND ON WHICH SUCH STRUCTURES ARE LOCATED.

WHEREAS, the governing body did after proper notice and hearing as provided by law make findings by Resolution No. 1115, dated February 21<sup>st</sup>, 2023 that the structures hereinafter described are dangerous or unsafe and did direct the owner of such structures to repair or remove the same and make the premises safe and secure, together with a statement that if the owner failed to commence the repair or removal within the time fixed by such resolution or failed to diligently prosecute the same until the work was completed, the city would cause the structures to be razed and removed; and,

WHEREAS, such resolution was published in the official city newspaper and copies of such resolution were mailed to each owner, agent, lienholder of record and occupant of such structures and all other parties having any legal or equitable interest in the property, or was otherwise served as required by law; and,

WHEREAS, the owner has wholly failed to commence or complete the repair or removal of said structures;

Now Therefore, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ANTHONY, KANSAS:

Section 1. The enforcing officer is hereby authorized and directed to cause the structure located on all of lots ten (10) and eleven (11), in block nine (9), in the City of Anthony, as shown by the recorded plat thereof, except the east fifty (50) feet thereof; together with easements reserved therein in general warranty deed dated August 3, 1950, and recorded in the office of the register of deeds of Harper County, Kansas, in block 76, page 257, which said easements are hereby conveyed to second parties in the City of Anthony, Harper County, Kansas, also

commonly known and referred to as 301 N. Kansas of said city to be razed and removed and the premises made safe and secure, and for this purpose is authorized to invite bids, negotiate a contract, or cause the work to be done by city employees.

Section 2. The enforcing officer shall keep an account of the costs of the work and may sell salvage from such structures and shall keep an account of the receipts therefrom as provided by law.

Section 3. All costs incurred by the city in the razing and removal of such structures and the making of the premises safe and secure shall be paid from moneys received from the sale of salvage therefrom and all moneys in excess of that necessary to pay such cost shall, after the payment of all costs, be paid to the owner of the premises upon which said structures were located; PROVIDED, that if there is no salvage or if the proceeds received from the sale of salvage are insufficient to pay the costs of such work, such costs or any portion thereof in excess of the amount received from the sale of the salvage shall be assessed as a special assessment against the lots or parcels of land on which the structures were located and may be financed until the assessment is paid out of the general fund of the city and/or may be pursued as a personal debt pursuant to the procedure allowed under K.S.A.12-1,115 and any amendments thereto, and/or bring action in district court, and any other manner of collection as provided by law.

Section 4. This ordinance shall be in full force and effect from and after its adoption and publication in the official city newspaper.

ADOPTED AND APPROVED by the Governing Body, this 4th day of April, 2023.

\_\_\_\_\_  
Gregory Cleveland, Mayor

(SEAL)  
ATTEST:

\_\_\_\_\_  
Cyndra Kastens, City Clerk

2022 Coverage Limits	2022 Premiums	Coverage Lines	2023 Coverage Limits	2023 Premiums	Limit Change	Premium Change %	Premium Change \$	Net Rate Change
\$ 23,717,736.00	\$ 61,425.00	Property*	\$ 31,557,006.00	\$ 86,078.00	33.05%	28.64%	\$ 24,653.00	-4.41%
\$ 23,917,325.00	\$ 43,087.00	COP-Power Plant** Boiler & Machinery	\$ 30,065,634.00	\$ 59,632.00	25.71%	27.75%	\$ 16,545.00	2.04%
\$ 1,000,000.00	\$ 8,483.00	Liability	\$ 1,000,000.00	\$ 8,250.00	0.00%	-2.82%	\$ (233.00)	-2.82%
\$ 1,000,000.00	\$ 583.00	Farm Liability	\$ 1,000,000.00	\$ 583.00	0.00%	0.00%	\$ -	0.00%
\$ 1,000,000.00	\$ 5,357.00	Linebacker	\$ 1,000,000.00	\$ 5,871.00	0.00%	8.75%	\$ 514.00	8.75%
\$ 1,000,000.00	\$ 3,060.00	Law Enforcement	\$ 1,000,000.00	\$ 3,338.00	0.00%	8.33%	\$ 278.00	8.33%
\$ 25,000.00	\$ 660.00	Cyber Solutions	\$ 25,000.00	\$ 660.00	0.00%	0.00%	\$ -	0.00%
\$ 1,145,995.00	\$ 6,061.00	Inland Marine	\$ 1,145,995.00	\$ 6,441.00	0.00%	5.90%	\$ 380.00	5.90%
\$ 1,000,000.00	\$ 28,058.00	Commercial Auto	\$ 1,000,000.00	\$ 29,170.00	0.00%	3.81%	\$ 1,112.00	3.81%
500/500/500	\$ 33,496.00	Workers Compensation***	500/500/500	\$ 25,533.00	0.00%	-31.19%	\$ (7,963.00)	-31.19%
\$ 2,000,000.00	\$ 8,656.00	Umbrella	\$ 2,000,000.00	\$ 9,445.00	0.00%	8.35%	\$ 789.00	8.35%
	\$ 198,926.00	Totals		\$ 235,001.00		15.35%	\$ 36,075.00	

\*Blanket property limit up 33.05%, premium up 28.64, rate change -4.41%

\*\*Commercial Output Policy limit up 25.71%, premium up 27.75%, rate change 2.04%

\*\*\*Expirence Modification went from 1.48 to 1.07

100% Co-Insurance Limit Premium approx \$95,642 - Difference with 90% Co Insurance \$9,564 Premium Increase

**To: City Commissioners**  
**From: Cyndra Kastens**

**Re: City Clerk/Administrator Report**  
**4/4/23**

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**Happy Easter!**

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**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 3.21.23 Regular Meeting Minutes
2. Appropriation Ordinance No 6133 \$277,797.89
3. Approve 03.28.2023 Payroll \$62,493.57
4. Approve KA-6909-01 FY25 KDOT CCLIP Agreement (Main and Anthony Intersection)

**PUBLIC HEARINGS - NONE**

**REGULAR BUSINESS**

5. Dangerous Structure Request for Extension - Lot 1 Block 73 a.k.a. Southwest Corner of Grant and S. Massachusetts - Rathgeber
6. Approve Opioid Settlement with Teva, Allergan, CVS, Walgreens, and Walmart - Deputy Chief Nate Houston

*I have assigned the Opioid Grant and Project to Deputy Chief Houston. We have taken in around \$5,000 so far and do plan to have more funds coming. There is a second round of settlements (the first round was with Pharma and the second round is with distributors). The city will need to approve the agreements Nate will present to participate in the second-round settlements as well.*

7. 7. Planning Commission Recommendation for Approval of Ordinance S-310 Rezone 120 N LL&G \*\*Roll Call

*This is to rezone the drainage basins to match the B-1 zoning of the rest of the Family Dollar property.*

8. Planning Commission Recommendation for Approval of Ordinance S-311 Rezone 103 W Steadman \*\*Roll Call

*Since Day Cares are not common to business districts (but allowable in residential) Harper County made application to change the zoning of the property to R-1 Residential and then is further seeking a special use permit (next agenda item) to allow for a day care. The Commission will need to review each request separately. The first request is to convert this property to a residence. This right will run*



**To: City Commissioners**  
**From: Cyndra Kastens**

**Re: City Clerk/Administrator Report**  
**4/4/23**

*with the land, even later if a day care is no longer used here. So, you must first consider whether this location is conducive to residential use. Next, you would consider the special use for the day care. I recommend you read the planning commission reports to familiarize yourself with the case.*

9. Planning Commission Recommendation for Approval of Ordinance S-312 Special Use Permit in R-1 Residential \*\*Roll Call
10. Reappoint Larry Berry as City of Anthony Director 1 for KMEA - Permanent Appointment Until Removed

*The Commission can consider another 2-year renewal or a permanent appointment until changed.*

11. Request to Obtain Bids for VFD's For High Service Pump #2

*This should say a bid for a VFD, singular. We need a VFD put on pump #2 at the high service wells. Ever since we had it repaired, it is experiencing horrendous water hammering when it shuts down. We need to correct this before we have a greater issue. It will be over \$5,000 so the Commission will need to approve to submit to bids.*

12. Health Resolution No. 1117 308 S. Madison Davis 2023

*This is a resolution to proceed since the clean up requirements were not met within the 10-day time frame.*

13. Dangerous Structure Resolution No. 1118 of Findings of Unsafe or Dangerous Structure Williams 2023

*This is a reprint due to a typographical error.*

14. Dangerous Structure Ordinance S-313 Directing Action To Remove 301 N. Kansas Drosselmeyer 2023 \*\*Roll Call Vote

*This ordinance takes official action to proceed with demolition due to non-compliance.*

15. 2023 EMC Insurance Renewal

*We have received our insurance renewal. A summary is attached to my report for reference. I will recap the information presented by our agent at the meeting.*

#### Admin Report:

1. Turf Runway Rehab – Due to FAA delays in finalizing design plans, the bid open date for the runway rehab was pushed back to April 18<sup>th</sup> to allow the recommended 4-week response time for contractors. These bids will be opened at 3:00 p.m. on this date for the runway rehab and the dirt work for the AWOS. Darin Neufeld will host the opening and then prepare a bid tabulation sheet to present at the commission meeting the evening of the 18<sup>th</sup> for contractor selection and grant submission approval.

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2. AWOS & Beacon – We will host another bid opening for the AWOS & Beacon post contractor selection for the turf runway. This will give local contractors and the selected contractor on the turn runway project the opportunity to bid the very minor dirt work for this project.
3. Wayne Dennis Committee – I have communicated the commission’s instructions with Erin Albright. A copy of the formal letter for her to share with the committee members is in your packet. I have also offered to come visit the committee in person. All members will remain in place until May 1<sup>st</sup>, then we will start following the term rule of 3 years set by Mr. Dennis. There are two applications they are reviewing now for consideration of funding and three new names of local citizens interested in serving on the committee.
4. Streets – Circle C has delivered \$36,344 worth of material (this bill is in this AP) and plans to start chip and seal around May 1<sup>st</sup>. The street department has been working on crack sealing any of these streets for prep work.
5. Golf Course Irrigation – Lots of concerns with the greens right now as drought continues to threaten viability at the course. I am continuing my research and Commissioner Hodson and I will have a work session with the Golf Board on Tuesday the 11<sup>th</sup> as guided by the City Commission to discuss options and report back.
6. Housing Committee Update - The housing committee met again on March 30<sup>th</sup> to review the county wide data. The surveys will wrap up this week and Cheryl will present the findings of the surveys and the interviews with local businesses at the April 13<sup>th</sup> Housing Committee meeting. This is when we expect the committee members to start identifying our top housing needs. We will also be reviewing some of the plans and program to help meet some of those needs. A public meeting is still slated to be held but not scheduled. This was delayed until the committee could have a chance to review the data. We hope to be within a month of having final needs identified to present to the City Commission. Give or take when the public hearing will take place. I will keep you posted on that date. It will be at Chaparral.
7. Rec Trails Grant – I did have surgery on the 23<sup>rd</sup> but was able to prepare a presentation and deliver it to the Trails Council on the 24<sup>th</sup>. Now we wait. They did not give a timeline to announce awards.
8. Cost-Share Grant – The KDOT cost share grant was submitted by the deadline.
9. Department Reports – Randy was out last week so I will have him prepare a report and hand it out at the commission meeting.

3/28/23

Wayne Dennis Committee  
Anthony, KS 67003

Dear Committee Members,

Recent inquiries into the will of Wayne Dennis have brought the realization that part of Mr. Dennis' wishes for the construction of a committee of citizens that would offer suggestions to the Commission concerning expenditures, is that said committee members would not serve longer than a three-year term. Becoming aware of this desire of Mr. Dennis was something to really evaluate because the Commission is equally aware of how difficult it can be at times to have volunteers to serve on boards and committees and how grateful we are for that service.

After great consideration and legal consultation, the Commission does feel it is important to honor the wishes of Mr. Dennis and to make certain that any benefactor considering leaving a gift of this nature to the city would have faith in our discharge of following their requests even and especially long after they are gone. Due to this, the City Commission has decided to follow Mr. Dennis' request by honoring the 3-year service term. We would ask you as committee members to join us in supporting this effort. In doing so, we would like to provide respectful notice of a start date as of May 1<sup>st</sup>. On this date, Wayne Dennis Committee members' terms will expire for those who have served greater than 3 years. Remaining members are welcome and encouraged to stay on board until they have completed a three-year service.

Until May 1<sup>st</sup>, we encourage you to maintain business as usual as we welcome any funding suggestions you may have. We also encourage name suggestions for any new committee members you may be aware of that could be interested in serving and always bringing that new perspective that was apparently important to Mr. Dennis to maintain. Please remember, the

number of "10" citizens serving is just a maximum number, not a requirement. The Committee can continue to meet and provide suggestions after May 1<sup>st</sup> even if there are only two members.

Please understand once again how thankful we are for your service. Please be fully aware that this is not about wanting to eliminate any service but simply trying to more appropriately honor the requests as closely as possible of the person who left this gift to our community. The Commission truly does understand once again how difficult it can be to have volunteers. It is not decided at this time if the Commission will revisit the ability for committee members to repeat terms in the future if we are faced with no volunteers, as we know can happen. The decision made today is simply to follow the will and open the opportunity for others to serve as Mr. Dennis wanted. Further discussions depending on the outcome of that effort could be evaluated later.

For now, we wholeheartedly thank you once again for your service and hope you will join us in the encouragement to be good stewards of the funds left in our care and share your joy of service with others in hopes that other citizens will consider serving in the same way.

Please let me or any City Commission member know if you have any questions. We truly appreciate you and look forward to continuing in united efforts for the greater good of our community together!

Respectfully,

Cyndra Kastens, CFM  
City Clerk/Administrator

Committee List Review:  
Terms expiring May 1, 2023 – Sherry Warner, Justin Ricker, Tony Duran, Shirley Moore, Erin Albright  
Terms expiring November 2023 – Crissa Cox, Dedra Rathgeber, Heather Reames

To: Anthony City Commission

Re: Chief of Police report

From: Kenny Hodson

Date: 04-04-2023

We inspected some properties to be cleaned up

We arrested Mackenzie Graves on an out of county warrant

We investigated a case of theft and criminal damage to property in the 500 block of south Kansas

We investigated a theft in the 400 block of south Anthony

We investigated a sexual assault case and we arrested Keagan Boice for rape, sexual battery and aggravated battery