



# City Commission Regular Meeting

Tuesday, October 03, 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 September 19, 2023 Regular Meeting Minutes
- [2.](#) Appropriation Ordinance No 3175 \$273,548.95
- [3.](#) Approve 09.26.2023 Payroll \$57,452.95
- [4.](#) Sunrise 2nd BASE Grant - Mies Construction Pay Estimate #2 - \$298,271.70
- [5.](#) Bank of the Plains Resolution COD 5000001528

### PUBLIC HEARINGS - NONE

### REGULAR BUSINESS

6. Approve Bids for City Mower
- [7.](#) Approve Ordinance No. G-2870 Amending Behind the Meter Generation Policy & Procedures and Interconnection Standards for Installation of Customer-Owned Renewable Energy Generation Facilities
8. Non-City EIN Accounts
9. Development Consulting Agreement
10. Employee Residence and Response Time Requirements
- [11.](#) Approve Municipal Court Report September 2023

## STAFF REPORTS

[12.](#) Superintendent Report

[13.](#) 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, September 19, 2023 at 6:00 PM  
Commission Chambers, 124 S Bluff, Anthony, KS 67003

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## MINUTES

### OPENING

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

### PRESENT

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

Administrator Cyndra Kastens, Deputy City Clerk Sherri Miller, Police Chief Kenny Hodson, Power Plant Superintendent Larry Berry, Darin Neufeld, Darren Prince, Autumn Kloefkorn, Steve Bellesine, Sam Hollingsworth, Alan Blisko and Inslee Albright.

- Approval of Agenda

A motion was made to approve the agenda.

Motion made by Mayor Cleveland, Seconded by Commissioner Lanie.

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

### PUBLIC COMMENT - NONE

### CONSENT AGENDA

1. Approve September 5, 2023 Regular Meeting Minutes
2. Approve September 5, 2023 Special Meeting Minutes
3. Appropriation Ordinance No. 3174-\$259,630.36
4. Approve 09.12.23 Payroll \$56,782.18
5. Approve \$9,092.42 to BestWater to Repair Valve Heads on Softener Tanks at Water Plant
6. Approve Resolution No 1135 Amend City of Anthony Pay Range Plan

**RESOLUTION NO. 1135**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ANTHONY, KANSAS AMENDING APPENDIX D, PAY RANGE PLAN – GRADES & TIERS, OF THE CITY OF ANTHONY’S PERSONNEL POLICIES AND GUIDELINES.**

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

**AND WHEREAS**, the City of Anthony's Personnel Policies and Guidelines needs to be amended to reflect a new and updated Pay Range Plan.

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

Section 1. Appendix D to the City of Anthony’s Personnel Policies and Guidelines is hereby amended as follows:

*Full copy of Appendix D on file in the office of the City Clerk.*

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

**ADOPTED** by the Governing Body of the City of Anthony, Kansas, this 19th day of September, 2023.

- 7. Bank of the Plains Resolution COD 5000001270, COD 5000001262, COD 5000001114, COD 5000001106, and COD 5000001254

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

Motion made by Mayor Cleveland, Seconded by Commissioner Smith.

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

**PUBLIC HEARINGS - NONE**

**REGULAR BUSINESS**

**8. CHS Stuco Request to Waive Fees for Hall Rental for Homecoming Dance**

Innslee Albright with STUCO was present to request a waiver of fees for use of Municipal Hall. A motion was made to waive the fee for hall rental and approve the use of the hall for Homecoming Dance for CHS Stuco.

Motion made by Commissioner Eaton, Seconded by Commissioner Lanie.

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



**14. Approve PRIDE CMB Application for Municipal Hall & Waive Fee**

A motion was made to approve the PRIDE CMB Application for the Municipal Hall and to waive the hall rental fees for the November 4, 2023 Trivia Night.

Motion made by Commissioner Smith, Seconded by Commissioner Hodson Jr..

Voting Yea: Commissioner Lanie, Commissioner Hodson Jr., Commissioner Smith

Voting Abstaining: Mayor Cleveland, Commissioner Eaton

**9. Bid Review and Approval AWOS Earthwork - Darin Neufeld EBH**

Darin Neufeld, EBH & Associates, presented bids for the AWOS Earthwork for review. Bids were received from Dondlinger Construction for \$19,875 and Rinke Construction for \$13,175.00 A motion was made to accept the bid from Rinke Construction for \$13,175.00.

Motion made by Commissioner Eaton, Seconded by Commissioner Smith.

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

**10. Burn in City Limits Request at RV Park on East Oak - Samuel Hollingsworth**

Sam Hollingsworth was present to request to burn brush in the city limits.

A motion was made to approve the request to burn in the city limits on East Oak as long as it's coordinated with the Fire Chief.

Motion made by Commissioner Hodson Jr., Seconded by Commissioner Lanie.

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

Voting Nay: Commissioner Eaton

**11. Solar Policy Revision - Darren Prince KMEA**

Darren Prince from KMEA was present to discuss renewable energy generation and the various billing options available via statute, in an effort to provide final guidance in the City's revision of local policy. After a lengthy discussion, the Commission guided the Administrator to amend the Behind the Meter Generation policy in accordance with Parallel Generation statutes and report back for adoption.

**12. Bid Opening for Wood Electric Poles**

Mayor Cleveland opened the bids for the wood electric poles. Four bids were received. Border States \$51,711.42, Stanion \$53,368.40, Techline \$53,725.02 and Stella Jones \$59,910.00. A motion was made to approve the bid from Border States for \$51,711.42.

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

**13. Sunrise 2nd Electric Build Out**

Jerry Angle, City of Anthony Electric Distribution Department Head, presented a draft buildout for the electrical infrastructure for the Sunrise 2<sup>nd</sup> Development. The Commission approved the draft plan.

**15. Approve Transient Guest Tax Recommendation of \$2,000 to the Anthony Chamber for 2023 Cash Back Christmas Promo**

A motion was made to approve the Transient Guest Tax Recommendation of \$2,000 to the Anthony Chamber for 2023 Cash Back Christmas Promo.

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

**STAFF REPORTS**

**16. Administrator Report**

The Administrator provided a written report on Pending Demolitions, Turf Runway Rehab, BASE Grant, Housing, Anthony Lake Trail, Banners, CHS Internship, Recreation Commission, Tree Board and IRS.

**17. Superintendent Report**

Superintendent provided a written report on demolitions, sewer hook ups, lawn irrigation systems, concrete crushing, locates and daily tailgates with employees, billboards, camping and repair of valve heads and other department activities.

**18. Chief of Police report**

We inspected some properties to be cleaned up  
We served several weed notices  
We investigated a domestic disturbance in the 500 block of S Anthony and arrested Franklin Sowter for domestic battery  
We investigated a domestic disturbance in the 300 block of S Anthony and will turn the case over to the C.A.  
We had the High School Homecoming Parade  
Officer Manning attended a weeklong crime scene investigation training

**EXECUTIVE SESSION**

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

At 8:20 p.m. Mayor Cleveland made a motion to go into Executive Session for 1ten minutes until 8:30 p.m. to Discuss Staffing Pursuant to “Personnel Matters of NonElected 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, City Administrator and Police Chief Kenny Hodson remaining present.

At 8:30 p.m. Mayor Cleveland made a motion to extend the executive session fifteen minutes until 8:45 p.m. Commissioner Lanie seconded the motion. Motion carried 5-0.

At 8:45 p.m. Mayor Cleveland made a motion to extend the executive session ten minutes until 8:55 p.m. Commissioner Smith seconded the motion. Motion carried 5-0.

At 8:55 p.m. Mayor Cleveland called the regular meeting back to order. No binding action taken.

## **ADJOURNMENT**

A motion was made to adjourn the meeting.

Motion made by Mayor Cleveland, Seconded by Commissioner Smith.

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

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Gregory Cleveland, Mayor

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Cyndra Kastens, City Clerk/Administrator

**BALANCE SHEET**  
**CALENDAR 9/2023, FISCAL 9/2023**

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL
01-00-0010	GENERAL OPERATING	7,306.36	808,430.07
02-00-0010	WATER	42,926.83	732,218.48
03-00-0010	ELECTRIC	123,344.28	2,175,647.58
04-00-0010	SALES TAX & STATE FEES	1,183.25	38,250.18
05-00-0010	SEWAGE DISPOSAL	28,646.51	544,782.24
10-00-0010	EMP INSURANCE/BENEFIT	2,555.89	388,740.03
12-00-0010	AIRPORT	6,662.44	178,327.33
14-00-0010	INDUSTRIAL DEVELOPMENT		20,625.49
16-00-0010	SERVICE DEPOSIT	1,925.00-	85,758.23
17-00-0010	SPECIAL STREETS & HIGHWAY		245,688.59
18-00-0010	PUBLIC RELIEF		24,012.51
19-00-0010	WATER UTILITY RESERVE		242,981.31
20-00-0010	GENERAL RESERVE FUND		285,287.00
21-00-0010	WWTF LOAN 2000		56,975.44
23-00-0010	WATER DEBT SVC RESERVE S2013		100,129.37
24-00-0010	BOND & INTEREST	27,659.52-	8,471.36
25-00-0010	LIBRARY	5,654.89	5,654.89
26-00-0010	RECREATION COMMISSION	924.37	44,674.27
29-00-0010	RECREATION	3,464.12	3,464.12
30-00-0010	MUNICIPAL EQUIPMENT RESERVE		117,078.25
32-00-0010	SPECIAL PARKS & RECREATION	1,570.04	31,190.60
34-00-0010	CAPITAL IMPROVEMENT	2,730.31-	3,637,214.48
37-00-0010	GO BONDS S2010 POOL	21,452.50-	7,374.54
40-00-0010	ELECTRIC UTILITY RESERVE		1,559,835.43
41-00-0010	EL UTIL S2017 REV BOND		2,424,721.38
43-00-0010	EL UTIL S2017 BOND RESERVE		214,897.50
45-00-0010	SEWER RESERVE		155,000.00
47-00-0010	WILDLIFE AND PARKS GRANT		471,455.11
50-00-0010	WAYNE DENNIS INVESTMENT FUND		750,141.35
54-00-0010	DEBT RES. WATER 2013		199,101.69
61-00-0010	MUNICIPALITIES FIGHT ADDICTION		5,208.70
71-00-0010	ARPA		315,900.96
81-00-0010	WASTEWATER LAGOON CLEANING		179,900.00
82-00-0010	WATER/EQUIPMENT REPLACEMENT		120,962.03
83-00-0010	ELECTRIC/EQUIP REPLACEMENT	32,946.66-	2,121,470.62
85-00-0010	SEWER/EQUIPMENT REPLACEMENT		81,454.04
89-00-0010	TRANS GUEST APPROVED	155.48-	2,000.27
95-00-0010	FIRE DEPT CLOSING CK 612	6,670.93-	12,674.02
96-00-0010	WAYNE DENNIS FUNDS		14,647.31
97-00-0011	DT REVIT. REVOLVING LOAN		.56
98-00-0010	TRANSIENT GUEST TAX	2,000.00-	323.71
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	PROOF	128,698.58	18,412,671.04
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**CLAIMS REPORT**  
 Check Range: 9/21/2023-10/04/2023

# 3175

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL OPERATING					
ANTHONY HISTORICAL MUSEUM	HOUSING/ANTHONY HISTORY BOOK		12.00	50811	10/04/23
PATTERSON HEALTH CENTER	SEPT DUES		77.88	50813	10/04/23
CHAPARRAL HIGH SCHOOL	YEARBOOK AD		25.00	50816	10/04/23
FIRST BANK	OCT GRADER		2,963.50	1249850	10/03/23
IRS	9-26-23 PR		4,542.34	1249847	9/27/23
GALLS INCORPORATED	LUCK SHOES		203.99	50820	10/04/23
GREAT-WEST FINANCIAL	9-26-23 PR		490.97	1249846	9/27/23
CHRIS JONES	HOUSING DRONE PICTURES		300.00	50823	10/04/23
KPERS	9-26-23 PR		3,194.69	1249849	9/27/23
KA-COMM, INC	DURANGO BASE		181.11	50825	10/04/23
KANSAS PAYMENT CENTER	9-26-23 PR		207.69	1249845	9/27/23
KS DEPT OF REV-WITHHOLDING	9-26-23 PR		825.19	1249848	9/27/23
M & S TRUCKS INC	ROCK FOR CULVERTS		703.50	50828	10/04/23
MANHATTANLIFE ASSURANCE COMP	CANCER INS		6.62	50829	10/04/23
HERMAN MANNING	TOLL/MEAL REIMB MANNING TRAINI		148.47	50830	10/04/23
NEW YORK LIFE	EMP LIFE INS		5.04	50831	10/04/23
MAISEY PRO	SEPTEMBER SVC		33.00	50832	10/04/23
STRONG'S INSURANCE, INC.	CLERK & TREAS BOND RENEWAL		371.25	50834	10/04/23
TERMINIX PROCESSING CENTER	SEPT HALL PEST CONTROL		81.00	50835	10/04/23
UNIFIRST CORPORATION	EMPLOYEE UNIFORMS		395.09	50836	10/04/23
VERIZON WIRELESS	842-2081		41.51	50837	10/04/23
VISION SERVICE PLAN	OCTOBER		149.32	1249852	10/03/23
WALKER AUTO GLASS	#30 WINDSHIELD REPAIR		267.00	50838	10/04/23
WAXIE SANITARY SUPPLY	PAPER TOWELS & MATS		317.44	50839	10/04/23
<b>01 GENERAL OPERATING TOTAL</b>			<b>15,543.60</b>		
WATER					
AMAZON CAPITAL SERVICES	SHERRI OFFICE BATTERY BACKUPS		49.08	50809	10/04/23
PATTERSON HEALTH CENTER	SEPT DUES		15.94	50813	10/04/23
CARGILL, INCORPORATED	SALT		5,344.79	50815	10/04/23
CHAPARRAL HIGH SCHOOL	YEARBOOK AD		25.00	50816	10/04/23
CITY OF ANTHONY	ELECTRIC REIMB AUG 2023		932.84	50817	10/04/23
CORE & MAIN LP	STOCK-COUPPLINGS/PVC/SLEEVE		4,051.24	50818	10/04/23
IRS	9-26-23 PR		1,847.58	1249847	9/27/23
HACH COMPANY	NITRATAX		4,555.00	50822	10/04/23
GREAT-WEST FINANCIAL	9-26-23 PR		71.50	1249846	9/27/23
KPERS	9-26-23 PR		1,274.99	1249849	9/27/23
KS DEPT OF REV-WITHHOLDING	9-26-23 PR		308.69	1249848	9/27/23
LD ENTERPRISES INC	CONSUMER DEPOSIT LEDGER		32.50	50826	10/04/23
MANHATTANLIFE ASSURANCE COMP	CANCER INS		21.20	50829	10/04/23
MUTUAL OF OMAHA	OCT LIFE INS		31.48	1249855	10/03/23
NEW YORK LIFE	EMP LIFE INS		16.14	50831	10/04/23
MAISEY PRO	SEPTEMBER SVC		33.00	50832	10/04/23
STRONG'S INSURANCE, INC.	CLERK & TREAS BOND RENEWAL		330.42	50834	10/04/23
TERMINIX PROCESSING CENTER	SEPT OFFICE PEST CONTROL		39.67	50835	10/04/23
UNIFIRST CORPORATION	EMPLOYEE UNIFORMS		50.60	50836	10/04/23
VERIZON WIRELESS	4-1-0213 ECO. DEV/CAMPHOST		106.58	50837	10/04/23
VISION SERVICE PLAN	OCTOBER		55.81	1249852	10/03/23
<b>02 WATER TOTAL</b>			<b>19,194.05</b>		



**CLAIMS REPORT**  
 Check Range: 9/21/2023-10/04/2023

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
ELECTRIC					
AMAZON CAPITAL SERVICES	SHERRI OFFICE BATTERY BACKUPS		49.09	50809	10/04/23
PATTERSON HEALTH CENTER	SEPT DUES		42.76	50813	10/04/23
ATMOS ENERGY	AUG POWER PLANT GAS		498.61	50814	10/04/23
CHAPARRAL HIGH SCHOOL	YEARBOOK AD		25.00	50816	10/04/23
IRS	9-26-23 PR		5,494.28	1249847	9/27/23
GREAT-WEST FINANCIAL	9-26-23 PR		476.50	1249846	9/27/23
KPERS	9-26-23 PR		3,739.01	1249849	9/27/23
CARBANC AUTO SALES, INC	9/26/23 OR CASE#22 LM 05471		426.28	50824	10/04/23
KS DEPT OF REV-WITHHOLDING	9-26-23 PR		1,010.81	1249848	9/27/23
LD ENTERPRISES INC	CONSUMER DEPOSIT LEDGER		32.50	50826	10/04/23
LIBERTY NATIONAL	OCTOBER		107.08	1249851	10/03/23
LIEAP	RETURN LIEAP/IRVIN #7152004		1,740.00	50827	10/04/23
MANHATTANLIFE ASSURANCE COMP	CANCER INS		94.70	50829	10/04/23
MUTUAL OF OMAHA	OCT LIFE INS		85.09	1249855	10/03/23
NEW YORK LIFE	EMP LIFE INS		21.70	50831	10/04/23
MAISEY PRO	SEPTEMBER SVC		51.00	50832	10/04/23
STANION WHOLESALE ELECTRIC CO	3 SCREWDIVER SETS		189.52	50833	10/04/23
STRONG'S INSURANCE, INC.	CLERK & TREAS BOND RENEWAL		330.42	50834	10/04/23
TERMINIX PROCESSING CENTER	SEPT OFFICE PEST CONTROL		39.67	50835	10/04/23
UNIFIRST CORPORATION	EMPLOYEE UNIFORMS		551.60	50836	10/04/23
VERIZON WIRELESS	842-7801		55.24	50837	10/04/23
VISION SERVICE PLAN	OCTOBER		174.07	1249852	10/03/23
WHEATLAND ELECTRIC COOP INC	LAKE LIGHTS		15.36	50840	10/04/23
WHEELER WORLD INC	TROUBLE SHOOT ENGINE #2		980.00	50841	10/04/23
	<b>03 ELECTRIC TOTAL</b>		<b>16,230.29</b>		
SALES TAX & STATE FEES					
DIRECTOR OF TAXATION	AUGUST 2023		8,948.54	1249844	9/27/23
	<b>04 SALES TAX &amp; STATE FEES TOTAL</b>		<b>8,948.54</b>		
SEWAGE DISPOSAL					
AMAZON CAPITAL SERVICES	SHERRI OFFICE BATTERY BACKUPS		38.10	50809	10/04/23
PATTERSON HEALTH CENTER	SEPT DUES		3.42	50813	10/04/23
ATMOS ENERGY	3018972372 SEWER GAS		95.37	50814	10/04/23
CHAPARRAL HIGH SCHOOL	YEARBOOK AD		25.00	50816	10/04/23
CITY OF ANTHONY	ELECTRIC REIMB AUG 2023		318.80	50817	10/04/23
IRS	9-26-23 PR		664.97	1249847	9/27/23
GRAINGER	GASKET STOCK		82.16	50821	10/04/23
GREAT-WEST FINANCIAL	9-26-23 PR		24.50	1249846	9/27/23
KPERS	9-26-23 PR		471.91	1249849	9/27/23
KS DEPT OF REV-WITHHOLDING	9-26-23 PR		106.97	1249848	9/27/23
MANHATTANLIFE ASSURANCE COMP	CANCER INS		9.92	50829	10/04/23
MUTUAL OF OMAHA	OCT LIFE INS		10.39	1249855	10/03/23
NEW YORK LIFE	EMP LIFE INS		7.58	50831	10/04/23
MAISEY PRO	SEPTEMBER SVC		33.00	50832	10/04/23
STRONG'S INSURANCE, INC.	CLERK & TREAS BOND RENEWAL		330.41	50834	10/04/23
TERMINIX PROCESSING CENTER	SEPT OFFICE PEST CONTROL		39.66	50835	10/04/23
UNIFIRST CORPORATION	EMPLOYEE UNIFORMS		50.72	50836	10/04/23
VERIZON WIRELESS	491-3968		13.82	50837	10/04/23
VISION SERVICE PLAN	OCTOBER		30.74	1249852	10/03/23

**CLAIMS REPORT**  
**Check Range: 9/21/2023-10/04/2023**

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	<b>05 SEWAGE DISPOSAL TOTAL</b>		2,357.44		
EMPLOYEE BENEFIT					
BCBS OF KANSAS	OCTOBER 2023		24,124.91	1249853	10/03/23
MUTUAL OF OMAHA	OCT LIFE INS		64.54	1249855	10/03/23
	<b>10 EMPLOYEE BENEFIT TOTAL</b>		24,189.45		
AIRPORT					
CITY OF ANTHONY	ELECTRIC REIMB AUG 2023		126.18	50817	10/04/23
ECK AGENCY, INC.	AIRPORT COMM LIABILITY		3,600.00	50819	10/04/23
IRS	9-26-23 PR		178.33	1249847	9/27/23
GREAT-WEST FINANCIAL	9-26-23 PR		7.74	1249846	9/27/23
KPERS	9-26-23 PR		111.19	1249849	9/27/23
KS DEPT OF REV-WITHHOLDING	9-26-23 PR		25.04	1249848	9/27/23
VISION SERVICE PLAN	OCTOBER		9.72	1249852	10/03/23
	<b>12 AIRPORT TOTAL</b>		4,058.20		
LIBRARY					
ANTHONY LIBRARY	APPROPRIATION AS BUDGETED		5,654.89	50812	10/04/23
	<b>25 LIBRARY TOTAL</b>		5,654.89		
RECREATION COMMISSION					
CITY OF ANTHONY	ELECTRIC REIMB AUG 2023-pool		302.45	50817	10/04/23
IRS	9-26-23 PR		79.86	1249847	9/27/23
VERIZON WIRELESS	842-7466		41.43	50837	10/04/23
	<b>26 RECREATION COMMISSION TOTAL</b>		423.74		
EL UTIL S2017 REV BOND					
KANSAS STATE TREASURER	2017 ELECT 138kv LINE		174,948.75	1249854	10/03/23
	<b>41 EL UTIL S2017 REV BOND TOTAL</b>		174,948.75		
TRANSIENT GUEST APPROVED					
ANTHONY CHAMBER OF COMMERCE	CASH BACK CHRISTMAS PROMO		2,000.00	50810	10/04/23
	<b>89 TRANSIENT GUEST APPROVED TOTAL</b>		2,000.00		
	Accounts Payable Total		273,548.95		

**CLAIMS REPORT**  
**CLAIMS FUND SUMMARY**

FUND	NAME	AMOUNT
01	GENERAL OPERATING	15,543.60
02	WATER	19,194.05
03	ELECTRIC	16,230.29
04	SALES TAX & STATE FEES	8,948.54
05	SEWAGE DISPOSAL	2,357.44
10	EMPLOYEE BENEFIT	24,189.45
12	AIRPORT	4,058.20
25	LIBRARY	5,654.89
26	RECREATION COMMISSION	423.74
41	EL UTIL S2017 REV BOND	174,948.75
89	TRANSIENT GUEST APPROVED	2,000.00
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	TOTAL FUNDS	273,548.95



PRUPDT00  
07.14.22

Thu Sep 21, 2023 8:48 AM  
PAID THROUGH 9/17/2023  
CALENDAR 9/2023, FISCAL 9/2023 DATES 9/17/2023 -- 9/26/2023

City of Anthony KS  
COST CENTER REPORT

OPER: JD  
JRNL 4046  
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.	19.65	.00	.00	.00	24.00	1294.03	.00	.00	.00	1379.52	330.86
102 POLICE	453.31	.00	.00	.00	490.00	9076.54	.00	.00	.00	9646.15	1436.57
103 FIRE	137.00	.00	.00	.00	235.00	1769.00	.00	.00	.00	2945.00	.00
104 STREET	222.50	.00	.00	.00	275.50	4392.90	.00	.00	.00	5417.58	495.75
105 GEN-ZONING	.00	.00	.00	.00	.00	478.52	.00	.00	.00	478.52	.00
230 WATER-LAKE	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
231 WATER-PRODUCTIO	5.00	.00	.00	.00	5.00	91.05	.00	.00	.00	91.05	.00
232 WATER-DISTRIBUT	319.47	.00	.00	.00	334.46	3771.02	.00	.00	.00	4038.13	457.49
233 WATER-COMM& GEN	75.36	.00	.00	.00	85.61	2519.32	.00	.00	.00	2745.73	.00
331 ELECTRIC-PROD	600.50	.00	.00	.00	614.00	9045.45	.00	.00	.00	9326.03	843.35
332 ELEC-DISTRIBUTI	599.63	.00	.00	.00	622.59	8562.36	.00	.00	.00	9044.98	1706.96
333 ELECTRIC-COMM	102.39	.00	.00	.00	114.39	4855.73	.00	.00	.00	5125.07	197.22
533 SEWER-COMM & GE	29.60	.00	.00	.00	32.00	849.24	.00	.00	.00	907.80	.00
534 SEWER-TREATMENT	202.34	.00	.00	.00	210.95	1626.64	.00	.00	.00	1796.53	.00
1201 AIRPORT	44.50	.00	.00	.00	44.50	732.04	.00	.00	.00	732.04	.00
2601 REC - GEN	29.00	.00	.00	.00	29.00	522.00	.00	.00	.00	522.00	.00
5102 OT GEN POLICE	.00	40.50	.00	.00	40.50	.00	1367.40	.00	.00	1367.40	.00
5230 LAKE-OVERTIME	.00	2.00	.00	.00	2.00	.00	83.28	.00	.00	83.28	.00
5231 OT WATER PROD	.00	10.25	.00	.00	10.25	.00	397.46	.00	.00	397.46	.00
5232 OT WATER DIST	.00	23.50	.00	.00	23.50	.00	719.90	.00	.00	719.90	.00
5331 OT ELEC PROD	.00	5.00	.00	.00	5.00	.00	251.16	.00	.00	251.16	.00
5332 OT ELEC DIST	.00	2.00	.00	.00	2.00	.00	91.76	.00	.00	91.76	.00
5534 OT SEWER TREAT	.00	7.50	.00	.00	7.50	.00	285.73	.00	.00	285.73	.00
6102 SHIFT GEN POLIC	.00	.00	.00	.00	120.25	.00	.00	.00	.00	60.13	.00
99999 DISTRIBUTED	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	400.11
TOTAL	2840.25	90.75	.00	.00	3328.00	49585.84	3196.69	.00	.00	57452.95	5868.31

PAYMENT ESTIMATE NO. 2  
 Harper County, Kansas  
 2022 BASE GRANT PROJECT

HARPER COUNTY COMMUNITY FOUNDATION

26-Sep-2023

The following is an estimate of quantities of work completed in the construction of the 2022 Base Grant Project for the Harper County Community Foundation by Mies Construction, Inc. from August 28, 2023 to September 26, 2023.

ITEM NO.	DESCRIPTION	UNIT	QYT	UNIT PRICE	EXTENSION	
1	Mobilization	Sunrise 2nd Addition	L.S.	1.0	\$37,605.00	\$37,605.00
		Sycamore Addition	L.S.	0.0	\$29,163.00	\$0.00
		Airport Industrial	L.S.	1.0	\$2,648.00	\$2,648.00
		Harper Business Park	L.S.	0.0	\$23,654.00	\$0.00
2	Erosion Control	Sunrise 2nd Addition	L.S.	0.0	\$6,500.00	\$0.00
		Sycamore Addition	L.S.	0.0	\$13,400.00	\$0.00
		Airport Industrial	L.S.	0.0	\$250.00	\$0.00
		Harper Business Park	L.S.	0.0	\$4,849.92	\$0.00
3	Traffic Control	Sunrise 2nd Addition	L.S.	0.5	\$3,800.00	\$1,900.00
		Sycamore Addition	L.S.	0.0	\$3,800.00	\$0.00
		Airport Industrial	L.S.	0.0	\$3,800.00	\$0.00
		Harper Business Park	L.S.	0.0	\$3,800.00	\$0.00
4	Construction Staking	Sunrise 2nd Addition	L.S.	1.0	\$10,290.00	\$10,290.00
		Sycamore Addition	L.S.	0.0	\$10,290.00	\$0.00
		Airport Industrial	L.S.	0.5	\$5,880.00	\$2,940.00
		Harper Business Park	L.S.	0.0	\$2,940.00	\$0.00
5	Sanitary Sewer Connection	Each	3	\$1,900.00	\$5,700.00	
6	8" SDR 35 Sanitary Sewer Pipe	L.F.	3,290	\$38.00	\$125,020.00	
7	Trench & Backfill	L.F.	3,290	\$13.00	\$42,770.00	
8	Standard Manhole (0-6') w/ Std. Ring & Cover	Each	10	\$3,500.00	\$35,000.00	
9	Manhole (Extra Depth)	L.F.	39	\$250.00	\$9,750.00	
10	Service Wye (with Connection)	Each	25	\$150.00	\$3,750.00	
11	4" Schedule 40 Service Line (includes fittings)	L.F.	1,240	\$32.00	\$39,680.00	
12	Encase Sewer Line	L.F.	116	\$125.00	\$14,500.00	
13	Encase Service Line	L.F.	196	\$125.00	\$24,500.00	
14	Wet Well & Pump Station (includes electrical) (Sunrise)	L.S.	0.5	\$104,000.00	\$52,000.00	
15	SCADA System Integration (Sunrise)	L.S.	0	\$17,500.00	\$0.00	
16	2" IPS SDR11 HDPE (Force Main)	L.F.	376	\$14.00	\$5,264.00	
17	Wet Well & Pump Station (includes electrical) (Airport)	L.S.	0.5	\$195,000.00	\$97,500.00	
18	SCADA System Integration (Airport)	L.S.	0.0	\$19,000.00	\$0.00	
19	4" DR18 PVC (Force Main)	L.F.	1,916	\$29.00	\$55,564.00	
20	Monitoring Station for Tracer Wire	Each	4	\$100.00	\$400.00	
21	Waterline Connection	Each	4	\$1,500.00	\$6,000.00	
22	6" PVC Pipe (C900)	L.F.	3,027	\$32.00	\$96,864.00	
23	6" Waterline Bore & Encase	L.F.	0	\$86.00	\$0.00	
24	6" Waterline Bore	L.F.	0	\$85.00	\$0.00	
25	6" Gate Valve w/ Valve Box	Each	7	\$1,800.00	\$12,600.00	
26	Fire Hydrant Assembly (3-way)	Each	6	\$4,500.00	\$27,000.00	
27	Monitoring Station for Tracer Wire	Each	7	\$100.00	\$700.00	
28	1" Service Connection (incl. Saddle, Corp. Stop & Fittings)	Each	27	\$550.00	\$14,850.00	
29	1" Polyethylene Tubing	L.F.	1,560	\$6.00	\$9,360.00	
30	Common Excavation	C.Y.	3,833	\$18.00	\$68,994.00	
31	Rock Excavation	C.Y.	0	\$75.00	\$0.00	
32	Granular Base (4")	S.Y.	5,000	\$11.50	\$57,500.00	
33	Curb & Gutter, Combined (AE)	L.F.	0	\$12.36	\$0.00	
34	Concrete Pavement (6") (AE) (Reinforced)	S.Y.	0	\$55.88	\$0.00	
35	Pavement (6")	S.Y.	0	\$55.88	\$0.00	
36	Concrete Pavement (8") (AE) (Reinforced)	S.Y.	0	\$63.86	\$0.00	
37	Pavement (8")	S.Y.	0	\$61.80	\$0.00	
38	Concrete Slope Drain	L.F.	0	\$97.85	\$0.00	
39	Concrete Flume	Each	0	\$2,575.00	\$0.00	
40	Rip Rap Slope Protection	S.Y.	0	\$125.00	\$0.00	
41	Cross Road Pipe (12") (RCP)	L.F.	60	\$47.00	\$2,820.00	
42	End Section (12") (RC)	Each	2	\$546.00	\$1,092.00	
43	Concrete Spillway	Each	0	\$4,120.00	\$0.00	
44	Seeding	Acre	0	\$4,100.00	\$0.00	
45	Trench & Backfill	L.F.	0	\$5.00	\$0.00	

Total Price	\$864,561.00
Retainage of 10%	\$86,456.10
Previous Payments	\$313,016.40
<b>Amount Due Contractor</b>	<b>\$465,088.50</b>

Mies Construction, Inc.  
 Wichita, Kansas

Harper County Community Foundation  
 Anthony, Kansas

EBH & Associates  
 Cimarron, Kansas

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT	
1	Mobilization	Sunrise 2nd Add.	1	L.S.	\$37,605.00	\$37,605.00
		Sycamore Dev.	0	L.S.	\$29,163.00	\$0.00
		Airport Industrial	1	L.S.	\$2,648.00	\$2,648.00
2	Erosion Control	Harper Business	0	L.S.	\$23,654.00	\$0.00
		Sunrise 2nd Add.	0	L.S.	\$6,500.00	\$0.00
		Sycamore Dev.	0	L.S.	\$13,400.00	\$0.00
		Airport Industrial	0	L.S.	\$250.00	\$0.00
3	Traffic Control	Harper Business	0	L.S.	\$4,849.92	\$0.00
		Sunrise 2nd Add.	0.5	L.S.	\$3,800.00	\$1,900.00
		Sycamore Dev.	0	L.S.	\$3,800.00	\$0.00
		Airport Industrial	0	L.S.	\$3,800.00	\$0.00
4	Construction Staking	Harper Business	0	L.S.	\$3,800.00	\$0.00
		Sunrise 2nd Add.	1	L.S.	\$10,290.00	\$10,290.00
		Sycamore Dev.	0	L.S.	\$10,290.00	\$0.00
		Airport Industrial	0.5	L.S.	\$5,880.00	\$2,940.00
5	Sanitary Sewer Connection	Harper Business	0	L.S.	\$2,940.00	\$0.00
			3	Each	\$1,900.00	\$5,700.00
6	8" SDR 35 Sanitary Sewer Pipe	3290	L.F.	\$38.00	\$125,020.00	
7	Trench & Backfill	3290	L.F.	\$13.00	\$42,770.00	
8	Standard Manhole (0-6') w/ Std. Ring & Cover	10	Each	\$3,500.00	\$35,000.00	
9	Manhole (Extra Depth)	39	L.F.	\$250.00	\$9,750.00	
10	Service Wye (with Connection)	25	Each	\$150.00	\$3,750.00	
11	4" Schedule 40 Service Line (includes fittings)	1240	L.F.	\$32.00	\$39,680.00	
12	Encase Sewerline	116	L.F.	\$125.00	\$14,500.00	
13	Encase Service Line	196	L.F.	\$125.00	\$24,500.00	
14	Wet Well & pump Station (includes electrical)(Sunrise)	0.5	L.S.	\$104,000.00	\$52,000.00	
15	SCADA System Integration (Sunrise)	0	L.S.	\$17,500.00	\$0.00	
16	2" IPS SDR11 HDPE (Force Main)	376	L.F.	\$14.00	\$5,264.00	
17	Wet Well & pump Station (includes electrical)(Airport)	0.5	L.S.	\$195,000.00	\$97,500.00	
18	SCADA System Integration (Airport)	0	L.S.	\$19,000.00	\$0.00	
19	4" DR18 PVC (Force Main)	1916	L.F.	\$29.00	\$55,564.00	
20	Monitoring Station for Tracer Wire	4	Each	\$100.00	\$400.00	
21	Waterline Connection	4	Each	\$1,500.00	\$6,000.00	
22	6" PVC Pipe (C900)	3027	L.F.	\$32.00	\$96,864.00	
23	6" Waterline Bore & Encase	0	L.F.	\$86.00	\$0.00	
24	6" Waterline Bore	0	L.F.	\$85.00	\$0.00	
25	6" Gate Valve w/ Valve Box	7	Each	\$1,800.00	\$12,600.00	
26	Fire Hydrant Assembly (3-way)	6	Each	\$4,500.00	\$27,000.00	
27	Monitoring Station for Tracer Wire	7	Each	\$100.00	\$700.00	
28	1" Service Connection (incl. Saddle, Corp. Stop & Fittings)	27	Each	\$550.00	\$14,850.00	
29	1" Polyethylene Tubing	1560	L.F.	\$6.00	\$9,360.00	
30	Common Excavation	3833	C.Y.	\$18.00	\$68,994.00	
31	Rock Excavation	0	C.Y.	\$75.00	\$0.00	
32	Granular Base (4")	5000	S.Y.	\$11.50	\$57,500.00	
33	Curb & Gutter, Combined (AE)	0	L.F.	\$12.36	\$0.00	
34	Concrete Pavement (6")(AE)(Reinforced)	0	S.Y.	\$55.88	\$0.00	
35	Pavement (6")	0	S.Y.	\$55.88	\$0.00	
36	Concrete Pavement (8")(AE)(Reinforced)	0	Each	\$63.86	\$0.00	
37	Pavement (8")	0	S.Y.	\$61.80	\$0.00	
38	Concrete Slope Drain	0	L.F.	\$97.85	\$0.00	
39	Concrete Flume	0	Each	\$2,575.00	\$0.00	
40	Rip Rap Slope Protection	0	S.Y.	\$125.00	\$0.00	
41	Cross Road Pipe (12")(RCP)	60	L.F.	\$47.00	\$2,820.00	
42	End Sections (12")(RC)	2	Each	\$546.00	\$1,092.00	
43	Concrete Spillway	0	Each	\$4,120.00	\$0.00	
44	Seeding	0	Acre	\$4,100.00	\$0.00	
45	Trench & Backfill	0	L.F.	\$5.00	\$0.00	

Sunrise		Sycamore		Industrial		Business	
QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	\$37,605.00		\$0.00	1	\$2,648.00		\$0.00
0	\$0.00		\$0.00		\$0.00		\$0.00
0.5	\$1,900.00		\$0.00		\$0.00		\$0.00
1	\$10,290.00		\$0.00	0.5	\$2,940.00		\$0.00
2	\$3,800.00		\$0.00	1	\$1,900.00		\$0.00
2,890	\$109,820.00		\$0.00	400	\$15,200.00		\$0.00
2,890	\$37,570.00		\$0.00	400	\$5,200.00		\$0.00
9	\$31,500.00		\$0.00	1	\$3,500.00		\$0.00
37	\$9,250.00		\$0.00	2	\$500.00		\$0.00
25	\$3,750.00		\$0.00		\$0.00		\$0.00
1,240	\$39,680.00		\$0.00		\$0.00		\$0.00
116	\$14,500.00		\$0.00		\$0.00		\$0.00
196	\$24,500.00		\$0.00		\$0.00		\$0.00
0.5	\$52,000.00		\$0.00		\$0.00		\$0.00
0	\$0.00		\$0.00		\$0.00		\$0.00
376	\$5,264.00		\$0.00		\$0.00		\$0.00
0	\$0.00		\$0.00	0.5	\$97,500.00		\$0.00
0	\$0.00		\$0.00		\$0.00		\$0.00
0	\$0.00		\$0.00	1916	\$55,564.00		\$0.00
4	\$400.00		\$0.00	4	\$400.00		\$0.00
4	\$6,000.00		\$0.00		\$0.00		\$0.00
3,027	\$96,864.00		\$0.00		\$0.00		\$0.00
0	\$0.00		\$0.00		\$0.00		\$0.00
0	\$0.00		\$0.00		\$0.00		\$0.00
7	\$12,600.00		\$0.00		\$0.00		\$0.00
6	\$27,000.00		\$0.00		\$0.00		\$0.00
7	\$700.00		\$0.00		\$0.00		\$0.00
27	\$14,850.00		\$0.00		\$0.00		\$0.00
1,560	\$9,360.00		\$0.00		\$0.00		\$0.00
3,833	\$68,994.00		\$0.00		\$0.00		\$0.00
0	\$0.00		\$0.00		\$0.00		\$0.00
5,000	\$57,500.00		\$0.00		\$0.00		\$0.00
0	\$0.00		\$0.00		\$0.00		\$0.00
0	\$0.00		\$0.00		\$0.00		\$0.00
0	\$0.00		\$0.00		\$0.00		\$0.00
0	\$0.00		\$0.00		\$0.00		\$0.00
0	\$0.00		\$0.00		\$0.00		\$0.00
0	\$0.00		\$0.00		\$0.00		\$0.00
0	\$0.00		\$0.00		\$0.00		\$0.00
0	\$0.00		\$0.00		\$0.00		\$0.00
0	\$0.00		\$0.00		\$0.00		\$0.00
0	\$0.00		\$0.00		\$0.00		\$0.00
0	\$0.00		\$0.00		\$0.00		\$0.00
0	\$0.00		\$0.00		\$0.00		\$0.00
0	\$0.00		\$0.00		\$0.00		\$0.00

<b>Total Construction Cost to date</b>	\$864,561.00	\$679,209.00	\$0.00	\$185,352.00	\$0.00
<b>Total Amount Paid Contractor (less 10% retainage)</b>	\$778,104.90	\$611,288.10	\$0.00	\$166,816.80	\$0.00
<b>Previous Payments</b>	\$313,016.40	\$313,016.40	\$0.00	\$0.00	\$0.00
<b>Amount from Pay Estimate 2</b>	\$465,088.50	\$298,271.70	\$0.00	\$166,816.80	\$0.00



**RESOLUTION  
GOVERNMENTAL ENTITY**



**GOVERNMENTAL ENTITY NAME AND ADDRESS**

CITY OF ANTHONY  
124 S BLUFF  
ANTHONY, KS 67003-0000

**Initial Resolution.**

DATE OF RESOLUTION	ACCOUNT NUMBER	Tax Identification Number
October 10, 2023	Certificate of Deposit #5000001528	48-6005261

By signing below, I certify to Bank of the Plains ("Financial Institution") that: I am the ADMINISTRATOR of the above named Governmental Entity ("Entity"), validly chartered and operating under the laws of the State of Kansas; the following is a true and complete copy of the Resolution, properly adopted at a duly called open legal meeting of the officers of the Entity held on October 3, 2023 in accordance with the charter of the Entity, if any; this Resolution is contained in the minutes of that meeting and that such Resolution is still in force and effect and has not been amended or rescinded, and was and still is in accordance with the charter of the Entity, if any; the Financial Institution has been provided a true and complete copy of the charter of the Entity, if any, as in effect as of the date of this Resolution; provided below are the correct names, titles, and genuine signatures of the persons authorized to exercise the powers provided in the Resolution ("Authorized Signers"); and the Financial Institution may rely upon my certification as to my authority to execute this Resolution and to make the representations in this Resolution.

**IT IS RESOLVED:**

**The Authorized Signers shall possess the powers indicated as contained in this Resolution.**

**DEPOSITORY ACCOUNT.** Perform the following activities in regards to the depository account(s) indicated above in the name of the Entity, subject to any terms and conditions governing the account(s), including:

- **Account Opening and Maintenance.** Open and maintain the Entity account(s).  
Number of signers required: 1
- **Make Deposits.** Make deposits to the Entity account(s).  
Number of signers required: 1
- **Endorsements.** Endorse for negotiation, negotiate, and receive the proceeds of any negotiable instrument, check, draft, or order for the payment of money payable to or belonging to the Entity, by writing, stamp, or other means permitted by this Resolution without the designation of the person endorsing.  
Number of signers required: 1
- **Make withdrawals.** Make withdrawals from the Entity account(s) in any manner permitted by the account(s) regardless whether such action will create or increase an overdraft of the involved account.  
Number of signers required: 1
- **Transfer Funds.** Transfer funds from the Entity account(s) in Financial Institution to any account whether or not held at this Financial Institution and whether or not held by this Entity and execute any agreements related to such transfers.  
Number of signers required: 1
- **Approve, Endorse, Guarantee and Identify Payees.** Approve, endorse, guarantee, and identify the endorsement of any payee or any endorser of any negotiable instrument, check, draft, or order for the payment of money whether drawn by the Entity or anyone else and guarantee the payment of any negotiable instrument, check, draft, or order for the payment of money.  
Number of signers required: 1
- **Delegate Authority.** Delegate to others the authority to approve, endorse, guarantee, and identify the endorsement of any payee or endorser on any negotiable instrument, check, draft, or order for the payment of money and to guarantee the payment of any such negotiable instrument, check, draft, or order for the payment of money.  
Number of signers required: 1

**CASH MANAGEMENT.** Enter into a cash management agreement or applicable agreement(s) with Financial Institution and exercise all rights and be subject to all responsibilities under the agreement(s).

Number of signers required: 1

**IT IS FURTHER RESOLVED THAT:**



**DESIGNATED DEPOSITORY.** Financial Institution is designated as a depository for the funds of the Entity and to provide other financial accommodations indicated in this Resolution.

**AUTHORIZED SIGNER'S POWERS.** Authorized Signers are authorized to make any and all other contracts, agreements, stipulations, and orders which the Authorized Signers may deem advisable for the effective exercise of their powers.

**SIGNATURES.** The Financial Institution shall be indemnified and held harmless by the Entity for any claims, expenses, damages, or attorney fees resulting from the honoring of any signature, authorized by this Resolution, or refusing to honor any signature not so authorized, regardless of whether or not such signature was genuine, if such signature reasonably resembles the specimen provided to the Financial Institution. The Financial Institution shall also be permitted to rely upon non-signature security and verification codes which it provides to or receives from an Authorized Signer and shall be indemnified and held harmless by the Entity for any claims, expenses, damages, or attorney fees resulting from their use.

**IMPROPER ENDORSEMENT.** Any negotiable instrument, check, draft, or order for the payment of moneys not clearly endorsed by an Authorized Signer may be returned to the Entity by the Financial Institution. The Financial Institution, in its sole discretion, alternatively may endorse on behalf of the Entity any negotiable instrument, check, draft, or order for the payment of money not clearly endorsed in order to facilitate collection. Financial Institution shall have no liability for any delay in the presentment or return of any negotiable instrument, check, draft, or order for the payment of money which is not properly endorsed.

**DISPOSITION OF FUNDS.** When withdrawal or transfer powers are granted to an Authorized Signer, the Financial Institution is directed and authorized to act upon and honor withdrawal or transfer instructions issued and to honor, pay, transfer from, and charge to any depository account(s) of the Entity, all negotiable instruments, checks, drafts, or orders for the payment of money so drawn when signed consistent with the Resolution without inquiring as to the disposition of the proceeds or the circumstances surrounding the issuance of the negotiable instrument, check, or order for the payment of money involved, whether such negotiable instruments, checks, drafts, or orders for the payment of money are payable to the order of, or endorsed or negotiated by any Authorized Signer signing them or any Authorized Signer in their individual capacities or not, and whether they are deposited to the individual credit of or tendered in payment of the individual obligation or account of any Authorized Signer signing them or of any other Authorized Signer.

**PRIOR ENDORSEMENTS.** All negotiable instruments, checks, drafts, or orders for the payment of money deposited with prior endorsements are guaranteed by the Entity.

**PRE-RESOLUTION TRANSACTIONS.** All actions by Authorized Signers in accordance with this Resolution but before the adoption of this Resolution are approved, ratified, adopted, and confirmed by the Entity.

**WARRANTY.** That the Financial Institution may rely upon the certification as to the Entity authority to execute this Resolution and make the representations in this Resolution.

**NOTIFICATION OF CHANGES.** The Entity shall notify Financial Institution in writing at its address shown above in advance of any changes which would affect the validity of any matter certified in this Resolution.

**REVOCATION AND MODIFICATION.** An act ("Act") to modify, terminate, amend or replace this Resolution will not immediately affect the ability of the Financial Institution to rely upon this Resolution. The Act shall not affect any action by the Financial Institution in reliance on this Resolution before the date the Act becomes effective as set forth in the next sentence. An Act will not become effective until all of the following occur: (a) Financial Institution receives written notification of the Act in a form and substance satisfactory to the Financial Institution and (b) the Financial Institution has had a reasonable period of time to act upon such notification. Until the Act is effective, this Resolution shall remain in full force and bind the Entity, its legal representatives, heirs, successors and assigns.

**DESIGNATION OF AUTHORIZED SIGNERS**

NAME/TITLE	SIGNATURE	AUTHORITY CODE/LIMITATIONS
CYNDRA L KASTENS ADMINISTRATOR		Account Opening and Maintenance; Cash Management; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees; Delegate Authority
JAMIE R DEVINEY TREASURER		Account Opening and Maintenance; Cash Management; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees; Delegate Authority

**By signing this Resolution, I acknowledge reading, understanding, and agreeing to all of its provisions and certify, personally and on behalf of the Entity, that all statements made in this Resolution are true and correct.**

\_\_\_\_\_  
CYNDRA L KASTENS  
ADMINISTRATOR

Date

**Ordinance No. G-2870**

**City of Anthony, Kansas  
Electric Department**

**Parallel Generation Policy & Procedures  
For Customer-Owned  
Renewable Energy Resources**

October 2023

## 1. INTRODUCTION

The provisions of this Parallel Generation Policy shall apply only to Customer Generators with Renewable Energy Resources approved by the City.

## 2. GENERAL PROVISIONS:

- a. The City shall allow for its Customers to generate electricity on the Customer's side of the meter using only renewable resources for energy sources that follow this policy.
- b. Service is available on the City of Anthony's ("City" or "Utility") existing electric distribution system for Customers operating Renewable Energy Resources. The service is available as follows:
  - I. For Customer Generators with a rated output of 25 kW or less for Residential Customers and 200 kW or less for Commercial Customers.
  - II. On a first-come, first-served basis until the total rated generating capability of all interconnections served under Parallel Generation equals or exceeds four percent (4%) of the City's previous calendar year peak load (excluding special contract peak loads). Upon reaching this limit, no additional service for interconnection of Renewable Energy Resources shall be available through the utility. This service shall not be available for any electric service schedule allowing for resale.
  - III. To customers in good standing with a Customer-Owned Renewable Electric Generation Facility, as defined in the document "Interconnection Standards for Installation of Customer-Owned Renewable Energy Generation Facilities" ("Interconnection Standards"), and that wish to receive a billing credit for surplus renewable energy supplied to the Utility from eligible Customer-Owned Generation Facilities subject to the terms and conditions of this policy. Customer-Owned renewable generation and associated equipment are collectively referred to as "Generation Facility".
- c. The Utility may limit the number and size of renewable generators to be connected to the Utility's system due to the capacity of the distribution line to which such renewable generator would be connected, and in no case, shall the Utility be obligated to purchase an amount greater than 4% of Utility's peak power requirements. Peak power shall be calculated based upon 4% of the Utility's total previous calendar year peak load less any special contract peak load. Utility shall refuse interconnection of any generating facility with a rated generating capacity greater than Customer's annual peak electric load.



- d. A non-refundable application fee of \$250.00 must accompany the customer's interconnection application.
- e. Customer Generators shall be equipped with properly approved City metering equipment that can measure both demand and energy and the flow of electricity in both directions at the same rate, typically through use of a single bi-directional meter. Necessary metering will be supplied and installed by the City and paid for by the customer prior to installation. The City may, at its own expense and with written consent of the Customer, install one or more additional meters to monitor the flow of electricity.
- f. If a Customer Generator formally terminates Parallel Generation, the City shall treat the end of the service period as if it were the end of the billing period and, if applicable, settle with the Customer Generator according to the City's regular billing practices.
- g. Nothing in this policy shall abrogate any Customer's obligation to comply with all applicable Federal, State, or local laws, codes or ordinances; nor with the Standards, Service Regulations, and Policies of the City/Utility.

### 3. INTERCONNECTION STANDARDS

- a. To qualify for Parallel Generation, Customer Generators must comply at all times with the City's Interconnections Standards for Installation of Customer-Owned Electric Generating Facilities and this policy.

### 4. BILLING PRACTICES FOR PARALLEL GENERATION CUSTOMERS

- a. **Parallel Generation Service Rates.** All interconnected parallel generation customers shall be billed the same rates as residential and commercial customers in the current electric rate ordinance of the City of Anthony, as amended from time to time, including, but not limited to the following charges: customer, electric, energy adjustment, demand, franchise fees, environmental, transmission, improvement rider, any late payment charges, and any requirements for deposits or special charges or fees that may be applied. Customer Generator billing shall be subject to the same standard utility billing practices of the City that apply to residential and commercial electric customers including but not limited to: billing due dates, service disconnect procedures, etc.

#### Minimum Bill:

The minimum customer charge set forth in the current electric rate ordinance of the City of Anthony, as may be amended from time to time, shall be the Minimum Bill. Any credits (\$) applied to the bill will not result in a total bill less than the Minimum Bill.

- b. **Customer Billing.** The measurement of net electricity supplied by the Electric Utility and delivered to the Electric Utility shall be calculated in the following manner. Electric Utility shall measure the amount of electricity delivered by Electric Utility to Customer and the amount of electricity generated by the Customer and delivered to Electric Utility during the billing period, in accordance with normal metering practices. The kWh delivered by Electric Utility to the Customer shall be billed to the Customer at the rates contained in the current rate ordinance of the City of Anthony. The kWh generated by the Customer and delivered to the Electric Utility shall be credited as described in Customer Billing Credit below. The calculated credit (\$) applied to the bill will not result in a total bill less than the Minimum Bill.
- c. **Customer Billing Credit.** The Utility shall calculate a billing credit for surplus energy (the kWh generated by the Customer and delivered to the Electric Utility) generated by the Generation Facility and delivered to the Electric Distribution System that exceeds the Customer's instantaneous load but is not in excess of the appropriate generator size. The Utility shall credit one hundred and fifty percent (150%) of the Utility's monthly system average cost of energy per kilowatt hour (\$/kWh) per said surplus energy kWh for the periods in which energy was delivered to the Utility.
5. **ELIGIBILITY:**  
Interconnection to the electric system shall be granted only to new or existing customers in good standing (as defined in the Interconnection Standards) who's accounts are paid in full and current at date of application, under the City's electric billing schedules. All agreements hereunder shall be between the Customer Generator and the City and will not include third parties.
6. **REQUEST:**  
The Customer Generator shall make a request by completing the attached documents entitled "Application for Parallel Generation Service" and "Interconnection Application." The City may require additional information or clarifications as needed to properly evaluate the application.
7. **SYSTEM EFFECTS:**  
The City will analyze the overall impact of the proposed customer generating facility on the transmission and distribution system. Such analyses will be based on Good Utility Practice to determine thermal effects, voltage ranges, power quality, system stability, etc. in accordance to the City's Interconnection Standards.
8. **SYSTEM UPGRADES:**  
As a result of the above analysis, and prior to approval of application, the City will provide the Customer Generator with a cost estimate and projected timeframe for any system upgrades, to be paid for by the Customer Generator, that may be necessary to accommodate the generating facility.

9. **CODES AND PERMITS:**
- a. The Customer Generator shall be responsible for procuring all building, operating and environmental permits that are required by any Governmental Authority having jurisdiction for the type of generating facility and for the necessary ancillary structures to be installed.
  - b. The equipment shall meet all standards as referenced in the Interconnection Standards for Installation of Customer Owned Energy Generating Facilities.
  - c. The construction and facilities shall meet all local codes.
10. **CERTIFICATE OF COMPLETION:**  
Upon completion of the generating facility and prior to normal operation, the Customer Generator shall provide a signed copy of the document entitled “Certificate of Completion” as required by the Interconnection Agreement.
11. **NORMAL OPERATION:**  
The Customer Generator may begin normal operation of the generating facility upon completion of all documentation, inspection by, and receipt of the document entitled “Approval to Energize” from the City as required by the Interconnect Agreement.
12. **AGREEMENT:** The Interconnection Agreement between the Utility and Customer must remain in effect and the Customer-Owned Generation Facility must be in full compliance at all times with the terms and conditions of the Interconnection Standards for Installation of Customer-Owned Renewable Energy Generation Facilities. Any required insurance coverage is specifically addressed in the Interconnection Standards.
13. **DEFINITIONS:**  
All capitalized terms and phrases throughout this set of standards shall be defined as indicated in the attached Glossary of Terms.

## Application for Parallel Generation Service

This Application is considered complete when it provides all applicable and correct information required below. Additional information or clarification to evaluate the Application may be requested by the City.

Customer

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

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Customer Signature

I agree to abide by the terms and conditions of the City's Parallel Generation Policy & Procedures for Customer-Owned Renewable Energy Resources.

Signed: \_\_\_\_\_

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

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*For Office Use Only*

Requirements for Approval of Parallel Generation

The City must verify that the following requirements are met in order for Customer Generator to qualify for Parallel Generation Rate:

- Qualified Renewable Energy Resource
- Interconnection Application
- Interconnection Agreement
- Certificate of Completion

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

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

Application ID Number: \_\_\_\_\_

## Glossary of Terms

**Monthly Billing Period** – The City’s designated month in which meters are read and bills are issued.

**Applicable Laws and Regulations** – All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

**Customer** – Any entity interconnected to the City’s distribution system for the purpose of receiving retail electric power service from the City’s distribution system.

**Customer Parallel Generator, or Customer Generator** – The owner or operator of a Parallel Generation facility which:

- 1) is powered by a renewable energy resource;
- 2) is located on a premises owned, operated, leased or otherwise controlled by the Customer Generator;
- 3) is interconnected and operates in synchronization with an affected utility and is in compliance with the standards established by the affected utility;
- 4) is intended primarily to offset part or all of the Customer Generator’s own electrical energy requirements;
- 5) contains a mechanism, approved by the utility, that automatically disables the unit and interrupts the flow of electricity back onto the supplier’s electricity lines in the event that service to the Customer Generator is interrupted.

**Customer-Owned Generating Facility**– The Customer’s equipment for the production of electricity identified in the Interconnection Application.

**Distribution System** – The City’s facilities and equipment used to transmit electricity to ultimate usage points including residential, commercial and industrial facilities directly from nearby generation points or from interchanges with higher voltage transmission networks which transport bulk power over longer distances.

**Parallel Generation** – Customer Owned renewable generation that is interconnected with the city electric grid on customer’s side of meter and is designed to off-set the amount of energy purchased from the utility.

**Force Majeure** – A Force Majeure event shall mean “any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party’s control”. A Force Majeure event does not include an act of negligence or intentional wrongdoing.

**Good Utility Practice** – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the

exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

**Governmental Authority** – Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Customer or any Affiliate thereof.

**Interconnection Application** – The Customer's request to interconnect a new Customer-Owned Generating Facility, or to increase the capacity of, or make a material modification to the operating characteristics of, an existing Customer-Owned Generating Facility that is interconnected with the City's electrical system.

**Reasonable Efforts** – With respect to an action required to be attempted or taken by a Party under the Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

**Renewable Energy Resource** -Electric energy produced from solar or wind resources, or other energy resources defined as renewable by Kansas statute.

**System Upgrades** – The additions, modifications, and upgrades to the City's Distribution System at or beyond the point of interconnection to facilitate interconnection of the Customer-Owned Generating Facility.

Adopted by the City Council / Board of Commissioners: \_\_\_\_\_ (date)

Revised: \_\_\_\_\_ (date)

(A copy of Ordinance No. \_\_\_\_\_ is attached)

(Published in the Anthony Republican on October 11, 2023)

ORDINANCE NO. G-2870

**AN ORDINANCE AMENDING BEHIND THE METER GENERATION POLICY & PROCEDURES FOR CUSTOMER-OWNED RENEWABLE ENERGY RESOURCES AND INTERCONNECTION STANDARDS FOR INSTALLATION OF CUSTOMER-OWNED RESIDENTIAL AND COMMERCIAL RENEWABLE ENERGY GENERATION FACILITIES.**

WHEREAS, The Governing Body of the City of Anthony, Kansas, finds that there is increasing interest in customer-owned renewable energy resources; and

WHEREAS, Policies and procedures are necessary for the health, safety and welfare of the citizens and city employees for the interconnection of such customer-owned renewable energy resources with the City’s electric utility system; and

WHEREAS, the Governing Body of the City of Anthony, Kansas, desires to update certain uniform policies and procedures for such customer-owned renewable energy electrical generation for statutory compliance.

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

SECTION 1: There is hereby amended the formerly titled Behind the Meter Generation Policy and Procedures for Customer-Owned Renewable Energy Resources, now titled Parallel Generation Policy and Procedures for Customer-Owned Renewable Energy Resources, and there is hereby amended the Interconnection Standards for Installation of Customer-Owned Residential and Commercial Renewable Energy Generation Facilities.

SECTION 2: Parallel Customer Generators must meet all the applicable requirements of the City’s Interconnection Standards for Installation of Customer-Owned Electric Generating Facilities in addition to the requirements of the Parallel Generation Policy and Procedures for Customer-Owned Renewable Energy Resources.

SECTION 3: Full copies of the Parallel Generation Policy and Procedures for Customer-Owned Renewable Energy Resources and the 2023 Interconnection Standards for Installation of Customer-Owned Electric Generating Facilities are available in the office of the City Clerk.

SECTION 4: Ordinance No. G-2844 and attached Exhibits are hereby repealed and replaced with this Ordinance.

SECTION 5: This ordinance shall be effective upon its adoption and publication in the official city newspaper.

APPROVED AND ADOPTED by the governing body of the City of Anthony, Kansas, this 3<sup>rd</sup> day of October 2023.

\_\_\_\_\_  
Greg Cleveland, Mayor

ATTEST:

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

**Interconnection Standards for  
Installation of  
Customer-Owned Renewable Energy Generation  
Facilities**

**City of Anthony, Kansas**  
October 2023



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## OVERVIEW

### 1. PURPOSE:

The purpose of this document is to establish standards for eligible customers (“Customer-Generator”) to interconnect and operate Customer-Owned Renewable Energy Generation Facilities with the City of Anthony (“City”) Electric Distribution System.

### 2. ELIGIBILITY:

- a. Must be a Residential or Commercial electric customer with an eligible Customer-Owned Renewable Energy Generation Facility as defined herein that is interconnected behind the meter (connected to the customer side of the electric meter or meters) and that receives retail electric service furnished by the City of Anthony. Specific metering shall be at the City’s discretion.
- b. Customer-Generator’s utility accounts must be in good standing and in compliance with the City’s electric rate codes and schedules, Electric Utility Rules and Regulations, and these Interconnection Standards Installation of Customer-Owned Residential and Commercial Renewable Energy Generation Facilities.
- c. A Generation Facility that is not a Renewable Energy Generation Facility as defined herein or if such facility has a rated output greater than 25 kW<sub>AC</sub> for Residential Customer-Generators and 200 kW<sub>AC</sub> for Commercial Customer-Generators is not eligible to interconnect with the Electric Distribution System.
- d. For purposes of these Interconnection Standards, an eligible Customer-Owned Renewable Energy Generation Facility must:
  - (1) Be powered by a Renewable Energy Resource as defined in Kansas Statutes Annotated 66-1257 and amendments thereto;
  - (2) Be owned by the Customer-Generator;
  - (3) Be located on a premises owned by the Customer-Generator;
  - (4) Serve only the Customer-Generator’s premises (serve no other customers);
  - (5) Be interconnected with and operate in parallel phase and synchronization with the Electric Distribution System;
  - (6) Comply with these Interconnection Standards for Installation of Customer-Owned Residential and Commercial Renewable Energy Generation Facilities;
  - (7) Be intended and sized to offset part or all of only the Customer-Generator’s own electrical energy requirements;
  - (8) Contain a City-approved mechanism(s) that automatically disconnects the Generation Facility and interrupts the flow of electricity back onto the Electric Distribution System in the event that electric service to the Customer-Generator is interrupted.
  - (9) Meet all of the following generator output limitations:
    - a. For Residential Customer-Generators, 25 kW<sub>AC</sub> or less;
    - b. For Commercial Customer-Generators, 200 kW<sub>AC</sub> or less;

- c. Be appropriately sized to the Customer-Generator's electric load as determined by the City;
- d. Total of all Customer-Owned generator rated output in kW<sub>AC</sub> under the City's Generation Rate shall not exceed four percent (4%) of the previous calendar year City electric system peak demand (less special contract peak loads). No Generation Facility shall be interconnected that would cause the rated output of all Customer-Owned Generation Facilities under the Generation Rate to exceed four percent (4%) of the City's previous calendar year electric system peak demand, special contract peak loads shall not be part of the 4% calculation.

### 3. INTERCONNECTION REQUEST:

The Customer-Generator shall request interconnection of its Generation Facility by completing and submitting the attached "Interconnection Application" to the City. The City may require additional information or clarification to evaluate the Customer-Generator's Interconnection Application. Interconnection Applications will be reviewed by the City in the order in which they are received. If the City determines that an Interconnection Application is incomplete, the City will notify the Customer-Generator that the Application is incomplete, provide a description of information needed to complete the Application, and include a statement that the Application cannot be processed until the Application is complete.

### 4. ELECTRIC DISTRIBUTION SYSTEM IMPACT ANALYSIS:

The purpose of the Distribution System Impact Analysis is to determine if the Generation Facility will have an adverse impact on the Electric Distribution System equipment. If the proposed Generation Facility meets all of the requirements in a. through l. below, it will not be necessary to prepare a Feasibility Analysis and the proposed Generation Facility may be installed without further analysis, unless required by the City. After receiving a properly completed Interconnection Application, the City will analyze the potential impact of the proposed Generation Facility on the Electric Distribution System and on other City electric customers. Such analyses will be based on Good Utility Practice to determine thermal effects, voltage ranges, power quality, system stability, etc., and will include the following:

- a. The Customer Generation Facility's proposed interconnection point is on a radial distribution circuit and not a transmission line.
- b. The proposed Generation Facility complies with IEEE 1547 and UL 1741 standards.
- c. The proposed Generation Facility's rated output in aggregation with other generation on the circuit shall not exceed 15 percent (15%) of the total circuit peak demand (kW) as most recently measured at the substation during the previous 12-month period; nor shall it exceed 15 percent (15%) of a distribution circuit line section annual peak demand (kW).
- d. The proposed Generation Facility, in aggregation with other generation on the distribution circuit, shall not contribute more than 10 percent (10%) to the distribution circuit's maximum fault current at the point on the primary voltage distribution line nearest the proposed interconnection point.
- e. The proposed Generation Facility, in aggregation with other generation located on the distribution circuit, shall not cause any distribution protective devices and equipment

- including substation breakers, fuse cutouts, and line reclosers, or other customer equipment on the Electric Distribution System to be exposed to fault currents exceeding 85 percent (85%) of the short circuit interrupting capability.
- f. No additional Generation Facilities shall be interconnected on a circuit that meets or exceeds 85 percent (85%) of its short circuit interrupting capability.
  - g. No Generation Facility shall be interconnected that would cause the total rated output of all interconnected Customer-Owned Generation Facilities to exceed four percent (4%) of the previous year City Electric System peak demand. Prior to calculating the 4%, previous year peak loads from Special Contract Customers of the City of Anthony shall first be subtracted from the total City Electric System peak demand, then the adjusted City peak demand is multiplied by 4% to determine total capacity available for Customer-Owned Generation Facilities combined.
  - h. When a proposed Generation Facility is single-phase and is to be interconnected on a center tap neutral on a 240-volt service, its addition shall not create an imbalance between the two sides of the 240-volt service of more than 20 percent of the nameplate rating of the service transformer.
  - i. The proposed Generation Facility installation must be certified to pass an applicable non-islanding test, or use reverse power relays or other means to meet IEEE 1547 unintentional islanding requirements.
  - j. When the Applicant's facility is to be connected to three-phase, four-wire primary distribution lines, a three- or single-phase generator will be connected line-to-neutral and will be effectively grounded.
  - k. A review of the type of electrical service provided to the Customer-Generator, including line configuration, and the transformer connection, will be conducted to limit the potential for creating over voltages on the Electric Distribution System due to a loss of ground during the operation time of any anti-islanding function.
  - l. When the proposed Generation Facility is to be interconnected on a single-phase shared secondary line, the aggregate generation rated output on the shared secondary line, including the proposed Generation Facility, shall not exceed ten kilowatts alternating current (10 kW<sub>AC</sub>).

### **Feasibility Analysis**

If the proposed Generation Facility fails to meet one or more of the above requirements, the Customer-Generator may request that the City complete an analysis to determine the feasibility of interconnecting the proposed Generation Facility to the Electric Distribution System. The Feasibility Analysis shall include:

1. Initial identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection.
2. Initial identification of any thermal overload or voltage limit violations resulting from the interconnection.
3. Initial review of grounding requirements and system protection.
4. A description and nonbinding estimated cost of facilities required to interconnect the Generation Facility to the Electric Distribution System in a safe and reliable manner.

### **System Impact Study**

If the Feasibility Analysis concludes that interconnection of the proposed Generation Facility would create an adverse system impact, a System Impact Study is required. A System Impact Study evaluates the impact of interconnection of the proposed Generation Facility on the safety and reliability of the Electric Distribution system. The study shall:

1. Identify and detail the system impacts that result if the proposed Generation Facility is interconnected without project or system modifications.
2. Consider the adverse system impacts or potential impacts identified in the Feasibility Analysis.
3. Consider all Generation Facilities that, on the date the System Impact Study is commenced, are interconnected with the Electric Distribution System.
4. Consider pending Interconnection Applications of Generation Facilities requesting interconnection to the Electric Distribution System.

The System Impact Study shall consider the following criteria:

1. A load flow study.
2. A short circuit analysis.
3. A stability analysis.
4. Voltage drop and flicker studies.
5. Protection and set point coordination studies.
6. Grounding reviews.

The City shall state the underlying assumptions of the System Impact Study and share the results of the analyses with the Customer-Generator, including the following:

1. Any potential impediments to providing the requested interconnection service.
2. Any required Electric Distribution System Upgrades and the estimated cost and time to engineer and construct said System Upgrades.

### **Study and Analysis Cost**

The city may contract an outside source to perform any of the above analysis and/or study. Any actual cost of the System Impact Analysis/Study, Feasibility Analysis or any other analysis shall be paid by the Customer-Generator. The City will provide an estimated cost of these services to Customer-Generator. The Customer-Generator shall advance 50% of such estimate to the City. When the actual cost exceeds 50% of the estimated cost, the City shall bill Customer as such fees are incurred. Customer-Generator shall pay all such invoiced amounts within 30 days.

### **5. SYSTEM UPGRADES:**

The City shall not be obligated to make upgrades or improvements to its Electric Distribution System to accommodate the Customer-Generator's Generation Facility. Where System Upgrades are required prior to interconnection of a Generation Facility as identified in the System Impact Study, the City will provide the Customer-Generator with an estimated schedule and the Customer-Generator's estimated cost for said System Upgrades which shall be paid in full prior to installation of said upgrades.

**6. INTERCONNECTION AGREEMENT:**

After the Customer-Generator and the City have identified and mutually agreed on the project scope including the Generation Facility, System Upgrades and estimated costs (if any), the Customer-Generator and the City shall execute the attached document entitled “Interconnection Agreement.” The Interconnection Agreement shall be between the City and the Customer-Generator and shall not include third parties. Prior to commencement of System Upgrades required to allow interconnection of the Customer-Owned Generation Facility, Customer-Generator shall deposit with the City an amount equal to the estimated cost of said System Upgrades. See “Section 4 Interconnection Costs” of the Interconnection Agreement for additional information.

**7. CODES AND PERMITS:**

- a. The Customer-Generator shall be responsible for procuring all building, operating, environmental and other permits for the Generation Facility and for the necessary ancillary structures to be installed that are required by any Governmental Authority having jurisdiction.
- b. The Generation Facility and interconnecting equipment shall meet all requirements in “Technical Requirements” below.
- c. The construction and facilities shall meet all applicable codes.

**8. CERTIFICATION OF COMPLETION:**

Upon completion of the Generation Facility and prior to the Initial Operation Date of said Facility, the Customer-Generator shall complete and submit a signed copy of the attached “Certificate of Completion.”

**9. COMMERCIAL OPERATION:**

The Customer-Generator may begin Operation of the Generation Facility upon receipt of the Approval to Energize document from the City.

**10. DEFINITIONS:**

All capitalized terms and phrases throughout this set of standards shall be defined as indicated in the attached Definitions.

**TECHNICAL REQUIREMENTS****1. CHARACTER OF SERVICE:**

The electric service shall be 60 cycles per second (60 Hertz) alternating current (AC) at supply voltages and number of phases under the Residential or Commercial electric rate schedule that would apply if the Customer-Generator did not have an interconnected Generation Facility.

**2. CODE REQUIREMENTS:**

The Generation Facility shall meet all requirements established by the most current versions of the National Electrical Code (NEC), National Electrical Safety Code (NESC), National Electrical Safety Code 2 (NESC C2), Institute of Electrical and Electronics Engineers (IEEE), and Underwriters Laboratories (UL). Specific applicable codes are shown below as “Standards for Interconnection, Safety and Operating Reliability.” In addition, manufacturer’s ownership,

operation and maintenance manuals or documents and applicable equipment settings shall be provided to the City with the Interconnection Application. The City shall review said manuals or documents as part of the Interconnection Application review process.

**3. GENERATION FACILITY CONTROL:**

The control system of the Generation Facility shall comply with IEEE and UL specifications and standards for operation with the Electric Distribution System, and in particular as follows:

- a. Power output control system shall automatically disconnect from the Electric Distribution System: 1) upon loss of System voltage; 2) if System voltage fluctuates more than plus or minus ten percent 10%; or 3) if the generator fails to operate within the operating frequency range of 59.3 – 60.5 Hz. The Generation Facility shall remain disconnected until Customer-Generator is notified by City representatives that it is safe to reconnect the Generation Facility.
- b. Inverter output Harmonic Distortion shall meet IEEE and UL requirements.
- c. The Generation Facility shall meet applicable IEEE and UL standards concerning impacts to the Electric Distribution System with regard to Harmonic Distortion, Voltage Flicker, power factor, direct current injection and electromagnetic interference.

**4. LIMITS SPECIFIC TO SINGLE-PHASE GENERATION FACILITIES:**

When connected to a single-phase transformer, the Generation Facility must be installed such that the aggregated gross output is balanced between the two phases of the single-phase voltage and the maximum aggregated Gross Ratings for all the Generating Facilities shall not exceed the transformer rating.

**5. LIMITS SPECIFIC TO THREE-PHASE GENERATION FACILITIES:**

The applicant must balance the demand load and the Generation Facility as nearly as practical between the two sides of a three-wire single phase service and between all phases of a three-phase service. The difference in amperes between any two phases at the customer's peak load should not be greater than 10 percent or 50 amperes (at the service delivery voltage), whichever is greater; except that the difference between the load on the lighting phase of a four-wire delta service and the load on the power phase may be more than these limits. It will be the responsibility of the customer to keep the demand load balanced within these limits.

**6. FAULT CURRENT PROTECTION:**

The Generation Facility shall be equipped with protective equipment designed to automatically disconnect from the Electric Distribution System during fault current conditions. The Generation Facility shall remain disconnected until Customer-Generator is notified by City representatives that it is safe to reconnect the Generation Facility.

**7. RECLOSING COORDINATION:**

The Generation Facility shall be coordinated with Electric Distribution System reclosing devices by disconnecting from the System during de-energized System operation. The Generation Facility shall remain disconnected until Customer-Generator is notified by City representatives that it is safe to reconnect the Generation Facility.

**8. EXTERNAL GENERATOR AC DISCONNECT SWITCH:**

The Customer-Generator shall install an external alternating current (AC) disconnect switch within six (6) feet of the City electric meter(s) that is visible and readily accessible to City

representatives at all times. This switch shall be clearly labeled as “Generator AC Disconnect Switch.” This manual switch shall be capable of being locked in an open position and shall prevent the Generation Facility from supplying power to the Electric Distribution System while in the open position.

The Generator AC Disconnect Switch shall serve as a means of isolating the Generation Facility during Customer-Generator maintenance activities, routine outages, or emergencies. The City shall give notice to the Customer-Generator before the manual switch is locked open or a isolating device used, if possible, and otherwise shall give notice as soon as practicable after locking open or isolating the Generation Facility.

**9. STANDARDS FOR INTERCONNECTION, SAFETY AND OPERATING RELIABILITY:**

The interconnection of a Generation Facility and associated equipment to the Electric Distribution System shall meet the applicable provisions of the following publications or successor standards:

- a. ANSI/IEEE1547-2003 Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE 1547.1 testing protocols to establish conformity). The following standards shall be used as guidance in applying IEEE 1547:
  1. IEEE Standard 519-1992, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems
  2. IEC/TR3 61000-3-7 Assessment of emission limits for fluctuating loads in MV and HV power systems
- b. UL 1741 Standard for Inverters, Converters and Controllers for Use in Independent Power Systems
- c. ANSI/NFPA 70, National Electrical Code
- d. National Electrical Safety Code C2
- e. OSHA (29 CFR § 1910.269)
- f. IEEE Standard 929-2000, *IEEE Recommended Practice for Utility Interface of Photovoltaic (PV) Systems*
- g. IEEE Standard C37.90.1-1989 (R1994), *IEEE Standard Surge Withstand Capability (SWC) Tests for Protective Relays and Relay Systems*
- h. IEEE Standard C37.90.2 (1995), *IEEE Standard Withstand Capability of Relay Systems to Radiated Electromagnetic Interference from Transceivers*
- i. IEEE Standard C62.41.2-2002, *IEEE Recommended Practice on Characterization of Surges in Low Voltage (1000V and Less) AC Power Circuits*
- j. IEEE Standard C62.45-1992 (R2002), *IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage (1000V and Less) AC Power Circuits*
- k. ANSI C84.1-1995 *Electric Power Systems and Equipment – Voltage Ratings (60 Hertz)*



**10. ACCESS AND INSPECTION BY CITY:**

Customer-Generator shall provide the City reasonable opportunity to inspect the Generation Facility prior to its interconnection and Commercial Operation Date and to witness initial testing and commissioning of the Generation Facility. The City may witness any commissioning tests required by IEEE 1547/UL 1741.

Following initial testing and inspection of the Generation Facility and upon reasonable advance notice to Customer-Generator, the City shall have access at reasonable times to the Generation Facility to perform on-site inspections to verify that the installation, maintenance and operation of the Generation Facility complies with the requirements of these Interconnection Standards. The City's cost of such inspection(s) shall be at the City's expense; however, the City shall not be responsible for other costs Customer-Generator may incur as a result of such inspection(s). Upon written request, Customer-Generator shall inform the City of the next scheduled maintenance and allow the City to witness the maintenance program and any associated testing.

The City shall at all times have immediate access to the external Generator AC Disconnect Switch to isolate the Generation Facility from the Electric Distribution System.

**11. GENERATION FACILITY OPERATION:**

- a. Customer-Generator shall install, operate and maintain, at Customer-Generator's sole cost and expense, the Generation Facility in accordance with the manufacturer's suggested practices for safe, efficient and reliable operation of the Generation Facility with the Electric Distribution System. Customer-Generator shall bear full responsibility for the installation, maintenance and safe operation of the Generation Facility. Upon request from the City, Customer-Generator shall supply copies of periodic test reports or inspection logs, which may be requested annually.
- b. Customer-Generator shall be responsible for protecting, at Customer-Generator's sole cost and expense, the Generation Facility from any condition or disturbance on the Electric Distribution System, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges.
- c. Customer-Generator agrees that, without prior written permission from the City, no changes shall be made to the configuration of the Generation Facility as approved by the City, and no relay or other control or protection settings shall be set, reset, adjusted or tampered with, except to the extent necessary to verify that the Generation Facility complies with City-approved settings.
- d. Customer-Generator shall operate the Generation Facility in such a manner as not to cause undue voltage fluctuations, power quality issues, intermittent load characteristics or to otherwise interfere with the operation of the Electric Distribution System. At all times when the Generation Facility is operated with the Electric Distribution System, Customer-Generator shall operate said Generation Facility in such a manner that no disturbance will be produced thereby to the electric service rendered by the City to any of its other customers or to any electric system interconnected with the Electric Distribution System. Customer-

Generator understands and agrees that the interconnection and operation of the Generation Facility pursuant to these Interconnection Standards is secondary to, and shall not reduce the safety, quality, or reliability of electric service provided by the City.

- e. Customer-Generator's control equipment for the Generation Facility shall immediately, completely, and automatically disconnect and isolate the Generation Facility from the Electric Distribution System in the event of a fault on the Electric Distribution System, a fault on Customer-Generator's electric system, or loss of a source or sources on the Electric Distribution System. The automatic disconnecting device included in such control equipment shall not automatically reclose. The Generation Facility shall remain disconnected until Customer-Generator is notified by City representatives that it is safe to reconnect the Generation Facility. Additionally, if the fault is on Customer-Generator's electric system, such automatic disconnecting device shall not be reclosed until after the fault is isolated from the Customer-Generator's electric system.

**12. RIGHT TO DISCONNECT GENERATION FACILITY:**

The City shall have the right and authority to disconnect and isolate the Generation Facility without notice at the City's sole discretion if the City believes that any of the following have occurred or is occurring:

- a. Adverse electrical effects (such as power quality problems) on the Electric Distribution System and/or the electrical equipment of other electric customers attributed to the Generation Facility as determined by the City.
- b. Electric service to customer's premises is disconnected for any reason.
- c. Failure to remit payment to City for any amounts owed.
- d. Electric Distribution System emergencies or maintenance requirements.
- e. Hazardous conditions existing on the Electric Distribution System as a result of the operation of the Generation Facility, protective equipment or protective equipment settings.
- f. Failure of the Customer-Generator to maintain required insurance and to provide the City with proof of insurance within ten (10) days of request. The City shall be named as an additional "insured" on said insurance policy.
- g. City identification of uninspected or unapproved equipment or modifications to the Generation Facility after initial approval.
- h. Recurring abnormal operation, substandard operation or inadequate maintenance of the Generation Facility or inadequate maintenance, according to the manufacture specifications.
- i. Non-compliance with the obligations under the Interconnection Agreement or any federal, state, or local code. In non-emergency situations, the City shall give Customer-Generator notice of noncompliance including a description of the specific noncompliance condition and allow Customer-Generator a reasonable time to cure the noncompliance prior to disconnecting and isolating the Generation Facility.
- j. In the event that the City disconnects the Generation Facility for routine maintenance, the City shall make reasonable efforts to reconnect the Generation Facility as soon as practicable.

- k. The Customer-Generator retains the option to temporarily disconnect the Generation Facility from the Electric Distribution System at any time. Such temporary disconnection shall not constitute termination of the Interconnection Agreement unless the Customer-Generator exercises its termination rights under Section 14.
- l. Generation Facility protective equipment shall be tested at least every two years and a copy of said test submitted to the City.

**13. RATES AND OTHER CHARGES:**

- a. Customer-Generator must participate in the City's Parallel Generation Policy and Procedure Service Rate as a condition of interconnecting a Customer-Owned Generation Facility.
- b. Customer-Generator must complete and submit to the City an Application for Parallel Generation Service. The City shall not approve a Customer-Owned Generation Facility Interconnection Application that does not include a properly completed Parallel Generation Rate Application for Service.
- c. Terms and conditions of service under the Parallel Generation Service Rate are included in said Rate.

**14. INSURANCE:**

The Customer-Generator shall at its own expense obtain and continuously maintain bodily injury, property damage liability and general liability insurance, without any exclusion for liabilities related to the interconnection undertaken pursuant to the Interconnection Agreement. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable liabilities and risks related to the Generation Facility, the ownership and operation of such Generation Facility, and the interconnection itself. Such insurance must be obtained from an insurance provider authorized to do business in the State of Kansas. Customer shall provide proof of insurance to the Utility not later than ten (10) days prior to the commercial operation date of the Generation Facility. Utility shall not interconnect the Generation Facility absent submission by the Customer of proof of insurance in accordance with these Interconnection Standards. Thereafter Customer shall provide proof of insurance to the Utility within ten (10) days of such request by the Utility. Utility receipt of proof of insurance does not imply an endorsement of the terms and conditions of said coverage. Customer shall promptly notify the Utility whenever an accident or incident occurs resulting in injuries or damages that are included within the scope of coverage of such insurance, whether or not Customer intends to submit a claim under such policy. The City shall be listed as an additional insured.

**15. LIMITATION OF LIABILITY AND INDEMNIFICATION:**

Customer-Generator agrees to assume all liability for and shall indemnify the City for any claims, losses, costs, and expenses of any kind or character to the extent that they result from the design, construction, operation or maintenance of the Generation Facility. Such indemnity shall include, but is not limited to, financial responsibility for: (a) the City's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third party; (c)

damages related to the death or injury of a third party; (d) damages to the property of the City; (e) damages to the property of a third party; (f) damages for the disruption of the business of a third party. This paragraph does not create a liability on the part of the Customer-Generator to the City or a third party, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.

**16. EFFECTIVE TERM AND TERMINATION RIGHTS:**

The Interconnection Agreement shall become effective when executed by both Parties and shall continue in effect until terminated in accordance with the provisions of this Section. The Interconnection Agreement may be terminated for the following reasons:

- a. Electric service to Customer's premises is discontinued for any reason. If electric service is disconnected for any reason or a change occurs in the account holder, a new Interconnection Application must be submitted to the electric Utility for consideration;
- b. Customer-Generator may terminate the Interconnection Agreement at any time by giving the City at least sixty (60) days' prior written notice stating Customer-Generator's intent to terminate the Agreement at the expiration of such notice period;
- c. The City may terminate the Agreement at any time following Customer-Generator's failure to generate energy from the Generation Facility with the Electric Distribution System by the later of two (2) years from the date of execution of the Interconnection Agreement or twelve (12) months after completion of the interconnection provided for by the Agreement;
- d. the Utility may terminate the Interconnection Agreement at any time by giving Customer at least sixty (60) days' prior written notice in the event the Customer generates and delivers to the Utility more energy than Customer consumes within a calendar year for two consecutive years or more.
- e. Either Party may terminate the Interconnection Agreement at any time by giving the other Party at least sixty (60) days' prior written notice that the other Party is in default of any of the material terms and conditions of the Interconnection Agreement or these Interconnection Standards for Installation of Customer-Owned Renewable Energy Generation Facilities, so long as the notice specifies the basis for termination and there is reasonable opportunity for the Party in default to cure the default; or
- f. The City may terminate the Interconnection Agreement at any time by giving Customer-Generator at least sixty (60) days' prior written notice in the event that there is a change in an applicable rule or statute affecting the Agreement.

Upon termination of the Interconnection Agreement, Customer-Generator's Generation Facility shall be permanently disconnected from the Electric Distribution System.

Termination of the Interconnection Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of said termination.

**17. TERMINATION OF ANY PRIOR AGREEMENT:**

From and after the date when service commences under the Interconnection Agreement, the Agreement shall supersede any oral and/or written agreement or understanding between the City and Customer-Generator concerning interconnection service. Any such prior agreement

or understanding shall be deemed to be terminated as of the date interconnection service commences under the Interconnection Agreement.

**18. FORCE MAJEURE:**

For purposes of the Interconnection Agreement, the term “Force Majeure” means any cause or event not reasonably within the control of the Party claiming Force Majeure, including, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances; acts of a public enemy; orders or permits or the absence of the necessary orders or permits of any kind which have been properly applied for from the government of the United States, the State of Kansas, any political subdivision or municipal subdivision or any of their departments, agencies or officials, or any civil or military authority; unavailability of a fuel or resource used in connection with the generation of electricity; extraordinary delay in transportation; unforeseen soil conditions; equipment, material, supplies, labor or machinery shortages; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; drought; arrest; war; civil disturbances; explosions; breakage or accident to machinery, transmission lines, pipes or canals; partial or entire failure of utilities; breach of contract by any supplier, contractor, subcontractor, laborer or materialman; sabotage; injunction; blight; famine; blockade; or quarantine. A Force Majeure event does not include an act of negligence or intentional wrongdoing.

If either Party is rendered wholly or partly unable to perform its obligations under the Interconnection Agreement because of Force Majeure, both Parties shall be excused from whatever obligations under the Agreement are affected by the Force Majeure (other than the obligation to pay money) and shall not be liable or responsible for any delay in the performance of, or the inability to perform, any such obligations for so long as the Force Majeure continues. The Party suffering an occurrence of Force Majeure shall, as soon as is reasonably possible after such occurrence, give the other Party written notice describing the particulars of the occurrence and shall use reasonable efforts to remedy its inability to perform; provided, however, that the settlement of any strike, walkout, lockout or other labor dispute shall be entirely within the discretion of the Party involved in such labor dispute.

**INTERCONNECTION APPLICATION**  
**City of Anthony**  
**Customer-Owned Renewable Energy Generation Facility**

This Application for Interconnection of a Customer-Owned Renewable Energy Generation Facility is complete when it provides all applicable and correct information required below. The City may require additional information or clarification to evaluate the Interconnection Application. Processing of this Application cannot begin until all requested information is complete.

**Processing Fee**

A non-refundable processing fee of \$ 250 must accompany this Application.

**Customer-Generator**

Name: \_\_\_\_\_ Utility Account Number: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Is the Generation Facility owned by the Customer-Generator listed above?  Yes  No

**Contact** (if different from Customer-Generator)

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**Generation Facility Information**

Location (if different from above): \_\_\_\_\_

Inverter Manufacturer: \_\_\_\_\_

Model \_\_\_\_\_

Nameplate Rating: (kW) \_\_\_\_\_ (kVA) \_\_\_\_\_

System Design Rated Output: (kW<sub>AC</sub>) \_\_\_\_\_ (kVA<sub>AC</sub>) \_\_\_\_\_

Energy Source: Solar  Wind  Other  \_\_\_\_\_

Is the Generation Facility equipment IEEE 1547/UL 1741 Certified?  Yes  No

If Yes, attach manufacturer's documentation showing IEEE 1547/UL 1741 certification

Is a City Accessible External Generator AC Disconnect Switch Provided (Required)  Yes  No

Location of City Accessible External Generator AC Disconnect Switch \_\_\_\_\_  
(e.g. Two feet west of electric meter)

Estimated Generation Facility Installation Date: \_\_\_\_\_

Estimated Generation Facility Commercial Operation Date: \_\_\_\_\_

List components of the Generation Facility equipment package that are currently certified:

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

**Equipment Installation Contractor: Indicate by owner if applicable**

Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Contact Person (If other than Above): \_\_\_\_\_  
Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**Electrical Contractor: (If Applicable) Indicate if not applicable**

Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Contact Person (If other than Above): \_\_\_\_\_  
Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**Consulting Engineer: (If Applicable) Indicate if not applicable**

Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Contact Person (If other than Above): \_\_\_\_\_  
Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**Provide a one line diagram of the Generation Facility.** The one line diagram is a basic drawing of an electric circuit in which one or more conductors are represented by a single line and each electrical device and major component of the installation, from the generator to the point of interconnection, are noted by symbols. See attached example.

**Copies of manufacturer’s ownership, operating and maintenance manuals and equipment settings for all Generation equipment, inverters, and other proposed Generation Facility equipment must be submitted with this Application.**

**Customer-Generator Signature**

I hereby certify that, to the best of my knowledge, the information provided in this Interconnection Application is true. I agree to abide by the terms and conditions of the City’s Interconnection Standards for Installation of Customer-Owned Renewable Energy Generation Facilities and will return the Certificate of Completion to the City when the Generation Facility has been installed and prior to commencing operation of said Generation Facility.

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

-----**City Use**-----

**Contingent Approval to Interconnect the Generation Facility**

Interconnection of the Generation Facility is approved contingent upon Customer-Generator’s compliance with all terms and conditions of the City’s Interconnection Standards and upon return of the Certificate of Completion and issuance of Approval to Energize prior to commencement of commercial operation of said Generation Facility. I understand commencement of operation cannot take place until the City has issued the Approval to Energize Certificate.

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

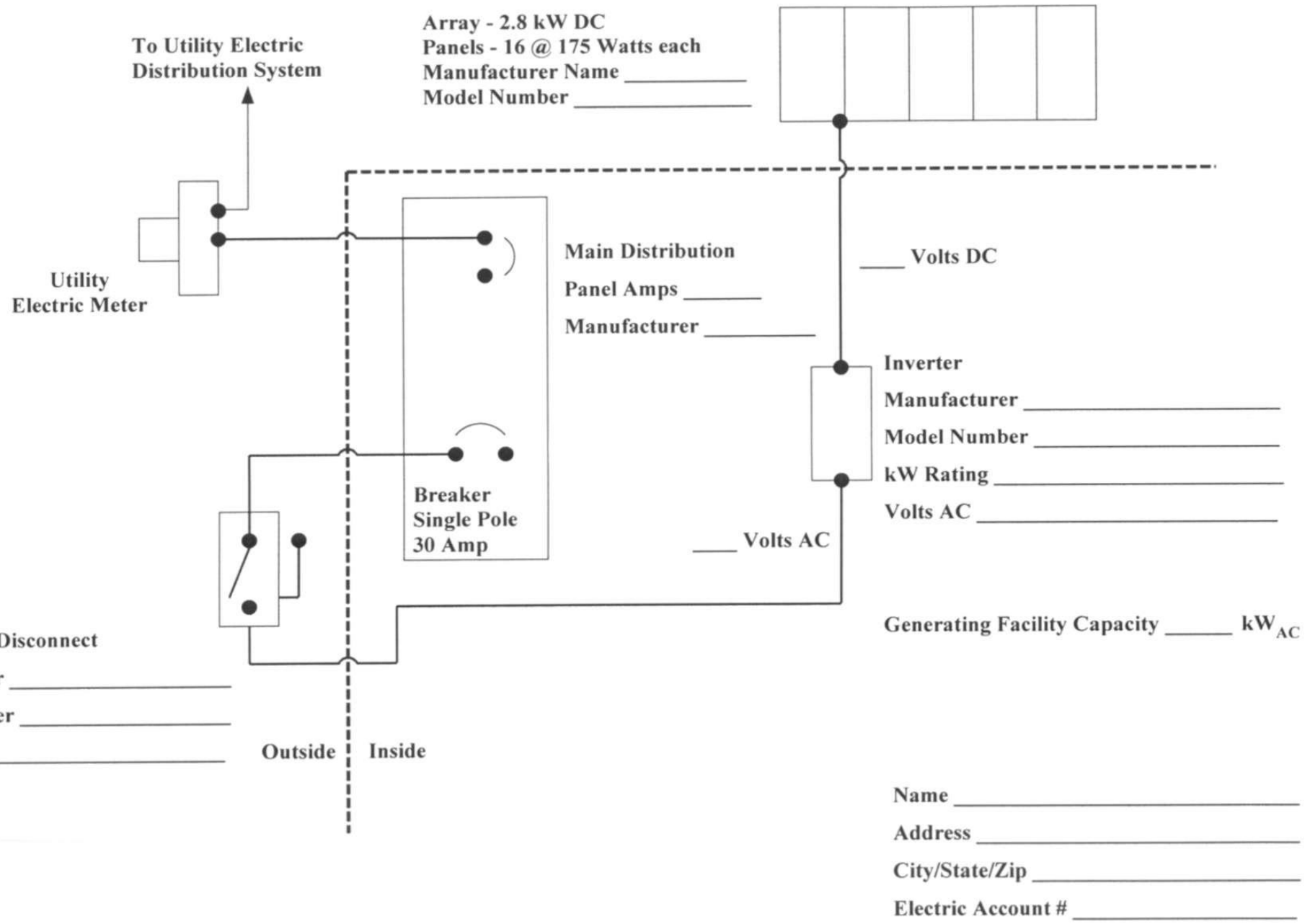
Title: \_\_\_\_\_ Date: \_\_\_\_\_

Application Number: \_\_\_\_\_

City waives inspection/witness test? Yes No Initial \_\_\_\_\_



# One Line Diagram Example





**INTERCONNECTION AGREEMENT**  
**City of Anthony, Kansas**  
**Customer-Owned Renewable Energy Generation Facility**

This Agreement, (“**Agreement**”) is entered into by and between the City of Anthony, Kansas (“**City**”) and \_\_\_\_\_, (“**Customer-Generator**”). The Customer-Generator electric account subject to this Agreement is Account Number \_\_\_\_\_. Customer-Generator and City are referenced in this Agreement collectively as “**Parties**” and individually as “**Party.**”

**Recitals**

**WHEREAS**, the City owns and operates an Electric Distribution System serving the City of Anthony, Kansas, and surrounding area;

**WHEREAS**, Customer-Generator owns or desires to install, own and operate a City-approved Renewable Energy Generation Facility interconnected with said Electric Distribution System;

**Agreement**

**NOW, THEREFORE**, in consideration of the covenants and promises herein, the Parties mutually agree as follows:

**1. SCOPE OF AGREEMENT:**

This Agreement governs the terms and conditions under which the Customer-Generator’s Generation Facility will interconnect with and operate with the Electric Distribution System.

**2. DEFINITIONS:**

The definitions used in this Interconnection Agreement are those found in the City Interconnection Standards for Installation of Customer-Owned Renewable Energy Generation Facilities.

**3. GENERATOR OPERATION:**

Customer-Generator shall not interconnect or commence operation of the Generation Facility until written Approval to Energize the Generation Facility as provided herein has been provided by City. City shall have the right to have representatives present during initial testing of the Generation Facility and its protective apparatus.

**4. INTERCONNECTION COSTS:**

The City has estimated the costs, including overheads, for necessary System Upgrades to its Electric Distribution System and Customer-Generator service connection, if any, and has provided a detailed itemization of such costs in the attached description of estimated System

Upgrade costs. Prior to commencement of System Upgrades that are required to allow interconnection of the Customer-Owned Generation Facility, Customer-Generator shall deposit with the City an amount equal to the estimated cost of said System Upgrades. If the actual costs of said System Upgrades are less than the amount deposited by the Customer-Generator, the City will refund the difference to the Customer-Generator within 60 days of completing said System Upgrades. If the actual costs of said System Upgrades exceed the amount deposited by the Customer-Generator, the City shall bill the Customer-Generator for the difference. Customer-Generator agrees to pay the invoiced amount within 30 days of the invoice date.

**5. INTERRUPTION OR REDUCTION OF DELIVERIES:**

The City may require the Customer-Generator to interrupt or reduce energy deliveries when the City determines, in its sole discretion, that curtailment, interruption or reduction is necessary because of maintenance, safety, emergency, Force Majeure or compliance with Good Utility Practices. No compensation or credit will be provided to the Customer-Generator by the City for such interruptions or reductions in energy deliveries.

**6. ADVERSE OPERATING EFFECTS:**

Interconnection of the Generation Facility shall not reduce the reliability or quality of City Electric Distribution System service. This includes, but is not limited to power quality issues such as Harmonic Distortion, Voltage Flicker and frequency deviations. The City shall notify the Customer-Generator as soon as practicable if, based on Good Utility Practice, operation of the Generation Facility causes disruption in or deterioration of service to other City electric customers or if operating the Generation Facility may damage the Electric Distribution System. If, after notice, the Customer fails to timely remedy the adverse operating effect, the City may disconnect the Generation Facility with no further notice.

**7. LIMITATION OF LIABILITY AND INDEMNIFICATION:**

Customer-Generator shall assume all liability for and shall indemnify the City for any claims, losses, costs, and expenses of any kind or character to the extent that they result from the design, construction, operation or maintenance of the Generation Facility. Such indemnity shall include, but is not limited to, financial responsibility for: (a) the City's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third party; (c) damages related to the death or injury of a third party; (d) damages to City property; (e) damages to the property of a third party; (f) damages for the disruption of the business of a third party. This paragraph does not create a liability on the part of the Customer-Generator to the City or a third party, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.

**8. ACCESS TO PREMISES:**

The City shall have access to the Customer-Generator premises or property and to the External AC Generator Disconnect Switch as permitted in its Policies, Rules and Regulations and Interconnection Standards.

**9. GOVERNING LAW:**

This Agreement shall be interpreted and governed under the laws of the State of Kansas, the Ordinances of the City of Anthony, and City Electric Utility Rules and Regulations.

**10. DOCUMENTS:**

This Agreement incorporates all other provisions and related documents of these Interconnection Standards for Installation of Customer-Owned Renewable Energy Generation Facilities as the same may be amended from time to time.

**11. NOTICES:**

All written notices shall be directed as follows:

**CUSTOMER-GENERATOR:**

**CITY OF ANTHONY:**

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

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

Address: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**12. TERM OF AGREEMENT:**

This Agreement shall be in effect when executed by the Customer-Generator and the City and shall remain in effect thereafter unless terminated in accordance with the provisions of Section 14 of "Technical Requirements."

**IN WITNESS WHEREOF**, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

**CUSTOMER-GENERATOR:**

**CITY OF ANTHONY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

### CERTIFICATE OF COMPLETION

#### **City of Anthony Customer-Owned Renewable Energy Generation Facility**

Is the Generation Facility installed, tested and ready for operation?     Yes     No

Customer: \_\_\_\_\_ Utility Account Number: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Location of the Generation Facility (if different from above):  
\_\_\_\_\_

**Electrician/Service Company:**

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

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

License number: \_\_\_\_\_

Date City approved interconnection of Generation Facility: \_\_\_\_\_

**Inspection:**

The Generation Facility has been installed and inspected in compliance with all applicable electrical codes.

A copy of the signed electrical inspection form is attached.     Yes     No  
(If inspection form is not attached)

\_\_\_\_\_  
Signature of inspector:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of inspector

**APPROVAL TO ENERGIZE GENERATION FACILITY**

**City of Anthony  
Customer-Owned Renewable Energy Generation Facility**

The City, having entered into an Interconnection Agreement for the Generation Facility described in the Application noted above and having received a Certificate of Completion with proper documentation of the electrical inspection hereby authorizes the Generation Facility to be energized:

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

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

## DEFINITIONS

- a. **AC** – Alternating Current
- b. **Applicable Laws and Regulations** – All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority, including the Ordinances of the City of Anthony and City Electric Utility Rules and Regulations.
- c. **Appropriately Sized Generation Facility** – Customer-Owned Generation Facilities shall be appropriately sized for the Customer-Generator’s anticipated load as determined by the City. Such determination will include, but not be limited to, Customer-Generator’s load profile, average and peak monthly demand, and monthly and annual energy consumption.
- d. **City** – The City of Anthony, Kansas, an incorporated urban center that has self-government, boundaries, and legal rights established by state charter.
- e. **Commercial Operation Date** – The date on which the Generation Facility is operating and is in compliance with the requirements of the City Interconnection Standards for Installation of Customer-Owned Renewable Energy Generation Facilities as determined by the City.
- f. **Customer-Generator** – A Residential or Commercial electric customer that receives retail electric service from the Electric Distribution System that also owns and operates an approved interconnected Generation Facility.
- g. **Customer in Good Standing** - Any entity connected to the Electrical Distribution System for the purpose of receiving retail electric service for twelve (12) consecutive months with no delinquencies (late payments or non-payments).
- h. **DC** – Direct Current
- i. **Electric Distribution System** – The City facilities and equipment used to provide electric service to customers, including service to the Customer-Generator.
- j. **Generation Facility** – The Customer’s device for the production of energy as defined in Overview Section 2d.
- k. **Good Utility Practice** – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion



of all others, but rather to be acceptable practices, methods, or acts generally accepted by the electric utility industry in the region.

- l. **Governmental Authority** – Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Customer-Generator or any Affiliate thereof.
- m. **Harmonic Distortion** – Distortion of the normal AC sine wave, typically caused by non-linear loads or inverters.
- n. **Interconnection** – The physical connection of a Generation Facility to the Electric Distribution System.
- o. **Interconnection Application** – The Customer request to interconnect a new Generation Facility, or to increase the rated output of, or make a material modification to the operating characteristics of an existing Generation Facility that is interconnected with the Electrical Distribution System.
- p. **Interconnection Standards** – All provisions, forms, and related documents described in the collective parts of these Interconnection Standards for Installation of Customer-Owned Renewable Energy Generation Facilities or successor document.
- q. **Metering Point** – The electric meter shown on the one-line diagram accompanying the Customer-Generator’s Interconnection Application.
- r. **Party** – Individually the City and the Customer-Generator; collectively the “Parties.”
- s. **Reasonable Efforts** – With respect to an action required to be attempted or taken by a Party under the Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.
- t. **System Upgrades** - Additions, modifications, improvements and upgrades to the Electric Distribution System or Customer-Generator service connection at or beyond the point of interconnection to facilitate interconnection of the Customer-Generator’s Generation Facility.
- u. **Voltage Flicker** – A variation of voltage sufficient in duration to allow visual observation of a change in electric light source intensify.

**COURT REPORTING CASE REPORT**

OFFN DATES: 09/01/2023-09/28/2023

FOR OFFICER CODES: ALL

CASE NO	DEFENDANT'S NAME OFFICER'S NAME	TICKET NO	CRT DATE OFN DATE	FINE OFFENSE DESC	CRT COST	OFFN FEE	ACTN FEE	CASE TOTL	AMT PAID LST PYDT	AMT DUE
202300122	WINTERS, MELISSA R. MANNING HERMAN	4795	10/10/23 9/01/23	42.00 SPEEDING 12 MPH OVER	74.50	23.50	83.00	223.00 223.00 9/22/23	.00	
202300123	LUMMUS, CLINT E. MANNING HERMAN	4796	10/10/23 9/01/23	.00 SPEEDING 10 MPH OVER	.00	.00	.00	.00 .00	.00	
202300124	HOFFSOMMER, MONTY S. MANNING HERMAN	4797	10/10/23 9/02/23	60.00 SPEEDING 15 MPH OVER	74.50	23.50	.00	158.00 158.00 9/07/23	.00	
202300125	CLOSE, AMBER R. LEDEZMA ALEX	5092	9/26/23 9/08/23	42.00 SPEEDING 12 MPH OVER	74.50	23.50	.00	140.00 140.00 9/26/23	.00	
202300126	SANDOVAL, SERGIO J. LEDEZMA ALEX	MONDRAGON 1413	10/24/23 9/14/23	.00 VICIOUS DOG	.00	.00	.00	.00 .00	.00	
202300127	BELOTE, LONNIE L. MANNING HERMAN	4799	10/10/23 9/17/23	30.00 SPEEDING 10 MPH OVER	74.50	23.50	.00	128.00 128.00 9/27/23	.00	
202300128	HENRY, ROBERT F MANNING HERMAN	1340	10/10/23 9/16/23	.00 DOG AT LARGE	.00	.00	.00	.00 .00	.00	
202300129	DAVIES, JENICA M. LEDEZMA ALEX	5093	10/10/23 9/18/23	.00 SPEEDING 12 MPH OVER	.00	.00	.00	.00 .00	.00	
202300130	BLUBAUGH, AVERY J. MANNING HERMAN	4801	10/10/23 9/21/23	.00 Speed School/Const 10	.00	.00	.00	.00 .00	.00	
202300131	SEIPEL, JIMMY L. LEDEZMA ALEX	5094	10/10/23 9/23/23	.00 SPEEDING 12 MPH OVER	.00	.00	.00	.00 .00	.00	
202300132	LONG, HALEY R. MANNING HERMAN	4802	10/10/23 9/26/23	.00 SPEEDING 10 MPH OVER	.00	.00	.00	.00 .00	.00	
REPORT TOTALS								649.00 649.00	.00	

### **Superintendent Report**

Morning tailgate meeting at the shop.

Got quotes for a radiator replacement on # 21, Municipal Hall truck.

Truck was repaired.

Got quotes for the A/C and fuel pump replacement on # 21, work to be performed in a couple of weeks.

Attended a Zoning Commission meeting to discuss billboards and possibly having better guidelines to follow for them as the UDC is pretty vague.

Contacted Tomahawk Construction that performed the Demo at 112 S. Jennings about finishing the edge of the concrete to make it safer. He advised he will hire a local contractor to complete the work for him.

Contacted Zoning Administrators in Kingman, Medicine Lodge, Wellington, Hoisington, and Kiowa about their sign/billboard ordinances. They were all very helpful.

Contacted ICC about lawn irrigation systems.

Drove around the lake several times a week to see how it was looking, the boat ramp is in bad shape and is continuing to fall apart.

Demo permits were completed for 422 N Massachusetts, 432 S. Anthony, and 301 N. Kansas. All utilities are removed and demo will begin soon.

Worked on permits for a shed, for curb and gutter, and buildings.

Printed off many locates for the Water and Electric Depts.

### **Electric Dept. Report**

Put up and took down Roadrunner flags.

Set 2 poles for Sunrise 2 lift station.

Delivered 52 door knockers.

Installed conduit sleeves at Grace Lane for future primary wire.

Installed catalyst on engine #3 at the Power Plant.

Strung wire and hung transformers at Sunrise 2 lift station.

Turned off power to 4 non pay customers.

Hung a LED dusk to dawn at 125 NW 80 Ave.

Located PAPI wire at Airport.

Replaced PAPI bulbs at Airport.

Took down sunshades at the ballfields and swimming pool.

Took down batting cages at the ballfield.

Took down electric service at 522 S. Penn. For demolition.

Repaired lights on light list.

Ran Conduit for the airport.

Locates

Turn On/Off Orders

Just Read Orders

### **Power Plant & Lake Report**

We were able to get the part of the lake looking pretty good for the disc golf tournament last weekend.

Street department came out and mowed the dam and we are going to mow Thursday and Friday to try and get ready for the Muddy Water event.

We ran our generator's all three days at the start of the week for catalysts testing, we did have some problems with unit #2 but was able to get it working and the testing completed and our units are certified for 5 more years on the catalysts test.

Normal mowing, cleaning and maintenance at the plant.

This fall we have a long list of things that the house's need and several projects at the plant that we hope to get started on when the lake slows down.

Thank You.

Larry Berry.

Power Plant Superintendent/ CBD / LCT

### **Water Dept. Report**

Repaired a sink faucet at the Sewer Plant that was leaking.

Finished winterizing the swimming pool.

Changed chlorine bottles at the Water Plant.

Ordered salt for Water Plant and it was delivered.

Installed fire hydrant meter at the old hospital to help knock some of the dust down from concrete crushing.

Mowed and weed eating at the Water Plant. The three Water Dept. employees went to 2- one day classes in Kingman for trenching safety and confined spaces.

Performed inventory on spare parts for stock.

Extended the aerators on Sewer Plant Pond # 1.

Worked on a pump on the back of Big Red (Vac Truck) got it working again.

Performed many locates around town including Grace Lane and the Airport.

Removed weeds around Sewer Plant Ponds, still need to cut trees and kill them around Pond #1.

Repaired leak on the 16" main water line across from Chaparral.

Cleaned up equipment from the main leak.

Filled the water tank on S. Vermont.

Mowed at the sewer plant again. Moved the 6" pump from the sewer plant to storage.

Mowed the larger areas at the Sewer Plant with the John Deere.

VFD was installed on High Service Pump #2 and received training on settings.

Performed cleaning at the Sewer Plant office and yard.

Finish cleaning at the Sewer Plant.

Clean up and arrange parts at the South Shop.

Work on the pump packings on HSP # 2, they are leaking.

### **Street Dept. Report**

Performed maintenance on several dept. vehicles.

Cleaned up the property at 200 blk. of S. Bluff.

Cleaned up the West Park and around the 9/11 Memorial for 9/11/23.

Lots of mowing around town.

Repaired several alleys.

Picked up downed limbs at the lake.

Cleaned up area on NW side of the lake.

Serviced equipment, and changed mower blades.

Counted approximately 50 stumps for removal so far.

Ran the street sweeper and trained a newer employee on its operation.

Painted the crosswalks on Main St.

Used the grader to make a slight ditch on West end of the dam so water would run to the East instead of the South across the road.

Hauled dump truck loads of crushed concrete for alley repairs to the storage area on S. Lawrence.

Mowed the trailer park on N. LL&G again.

More mowing in town and around the airport lounge building.

Placed barricades at the West end of Wheatridge Dr. until West St. Construction is completed.

To: Anthony City Commission

Re: Chief of Police report

From: Kenny Hodson

Date: 10-03-2023

We inspected some properties to be cleaned up

We served several weed notices

We arrested Jamaica Dunn on a warrant

We arrested Christopher Babbington on a warrant

We investigated one minor traffic accident

We investigated two unattended deaths

We had the City crew clean up the property at 611 N. Jennings