



City Commission Regular Meeting

Tuesday, July 02, 2024 at 6:00 PM
Commission Chambers, 124 S Bluff, Anthony, KS 67003

AGENDA

OPENING

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

PUBLIC COMMENT

Public Comment allows the public an opportunity to address the City Commission. There is a five minute per person limit on public comments.

CONSENT AGENDA

- [1.](#) Approve June 18, 2024 Regular Meeting Minutes
- [2.](#) Approve June 26, 2024 Special Meeting Minutes
- [3.](#) Special Appropriations:
 - Fund #34 Street Improvements-EBH-\$1,275.88-Engineering FY25 CCLIP ANTHONY K44
 - Fund #34 Capital Improvement Street - MAC \$2,203.80 for cold patch & traffic cones for street repair
- [4.](#) Appropriation Ordinance No. 3193-\$157,247.49
- [5.](#) Approve 07.02.2024 Payroll \$64,183.32
6. Rescind the May 21, 2024, motion to approve the request from Harper County to purchase Lots 7 & 10 in Block 23 (211 N. Anthony) for \$4,000.00 each as the County did not approve the sale price.
- [7.](#) Approve Pay Request #7 KDOT Project No. KA-6909-01 \$1,275.88 Engineering to EBH for FY25 CCLIP Main & Anthony
8. Approval to Submit RFP for Engineering for Lake Town Trail KDWLP Project No. NRT2023-01
- [9.](#) Approve June 2024 Court Report

PUBLIC HEARINGS - NONE

REGULAR BUSINESS

10. Open Bids for Stock Electrical Materials
- [11.](#) Approve Ordinance S-318 Updating UDC Sign Regulations
12. Discussion of Planning Commission Review of Recreational Equipment Rentals at Anthony Lake
13. **Police Department Mandated Radio Upgrade Discussion**
- [14.](#) Lots 1-16 Block 5 Sunrise 2nd Development Documents: Lot Purchase Application, Lot Purchase Agreement, and Covenants and Restrictions
15. Discussion of Grass Clippings Being Mowed into the Street
16. Approve Housing Committee CARE Grant Award Recommendation for 316 S Madison
- [17.](#) Inoperable Vehicle Nuisance 310 N. Lincoln HAYS 2024
18. **Approve Ballfield Alcohol Consumption Exemption Application – Tanner Asper Softball**

STAFF REPORTS

- [19.](#) Administrator Report
20. Chief of Police report
- [21.](#) Departments Report

EXECUTIVE SESSION - NONE

ADJOURNMENT

Standing Committees:

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



City Commission Regular Meeting

Tuesday, June 18, 2024 at 6:00 PM
Commission Chambers, 124 S Bluff, Anthony, KS 67003

MINUTES

OPENING

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

PRESENT

Mayor Greg Cleveland
Commissioner Sherrie Eaton
Commissioner Eric Smith
Commissioner Howard Hatfield

City Administrator Cyndra Kastens, Police Chief Kenny Hodson, Deputy City Clerk Sherri Miller, Randy & Jacquie Wisely, Joe Luna, Jessica Jaeger, Twila Strong, Creighton Cullop and Steve White.

ABSENT

Commissioner Jan Lanie

- Approval of Agenda

A motion was made to approve the agenda.

Motion made by Mayor Cleveland, Seconded by Commissioner Eaton.

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

PUBLIC COMMENT

Creighton Cullop commented he would like to see the SPO Proposal go to public vote.

Commissioner Lanie arrived after Public Comments.

CONSENT AGENDA

1. Approve June 4, 2024 Regular Meeting Minutes
2. Approve June 12, 2024 Special Meeting Minutes
3. Appropriation Ordinance No 3192 \$203,117.27
4. Approve 06.18.2024 Payroll \$ 71,400.69

5. Approve the Renewal of the Following City Officer Appointments:

City Clerk/Administrator - Cyndra Kastens

Police Chief - Kenny Hodson

City Treasurer - Jamie Deviney

City Attorney - Brandon Ritcha

Municipal Court Judge - Richard Befort

6. Approve \$100 for 5 QR Code Vinyl Adhesives for Lake - Anthony Lake Board Capital Funds

7. Bank of the Plains COD 32720-Wayne Dennis for \$50,000 & COD 32721-General for \$25,000-Reinvestment

8. Approval to Bid Electric Material Stock as Presented

Mayor Cleveland asked if any items should be removed from the Consent Agenda for further discussion. Commissioner Hatfield requested Item 5; Approve the Renewal of the Following City Officer Appointments be removed to approve individually. Item 5 will be discussed before Item 9 on the regular agenda.

A motion was made to approve the consent agenda less Item #5.

Motion made by Mayor Cleveland, Seconded by Commissioner Smith.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Smith, Commissioner Hatfield. Motion Passed.

PUBLIC HEARINGS - NONE

REGULAR BUSINESS

5. Approve the Renewal of the City Officer Appointments:

A motion was made to approve the appointment renewal of Cyndra Kastens, City Clerk/Administrator

Motion made by Mayor Cleveland, Seconded by Commissioner Lanie

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

Voting Nay: Commissioner Hatfield. Motion Passed.

A motion was made to approve the appointment renewal of Police Chief, Kenny Hodson

Motion made by Mayor Cleveland, Seconded by Commissioner Smith

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Smith, Commissioner Lanie, Commissioner Hatfield. Motion Passed.

A motion was made to approve the appointment renewal of City Treasurer - Jamie Deviney

Motion made by Mayor Cleveland, Seconded by Commissioner Eaton
 Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Smith, Commissioner Lanie, Commissioner Hatfield. Motion Passed.

A motion was made to approve the appointment renewal of the City Attorney - Brandon Ritcha

Motion made by Mayor Cleveland, Seconded by Commissioner Smith
 Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Smith, Commissioner Lanie, Commissioner Hatfield. Motion Passed.

A motion was made to approve the appointment renewal of the Municipal Court Judge - Richard Befort

Motion made by Mayor Cleveland, Seconded by Commissioner Lanie
 Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Smith, Commissioner Lanie
 Voting Nay: Commissioner Hatfield. Motion Passed.

9. Request to Waive Hall Rental Fees for Jr High Cheer Practice - Jessica Jaeger

A motion was made to approve the request from Jessica Jaeger to waive the municipal hall rental fees for Jr. High Cheer Practice for July 8, 11, 15, 18, 22, 25 and 29.

Motion made by Commissioner Eaton. Seconded by Commissioner Lanie.
 Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Smith, Commissioner Hatfield, Commissioner Lanie. Motion Passed.

10. Request To Place Carport in City Right of Way - 523 N Springfield - Steve White

Steve White was present to request permission to place two carports in the City Right of Way at 523 N Springfield.

A motion was made to approve the request to place the carports in city right of way at 523 N Springfield contingent upon the Board of Zoning Appeals decision for a variance. The utilities have the first right to utilize the ground space if needed.

Motion made by Commissioner Smith, Seconded by Commissioner Hatfield.
 Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Smith, Commissioner Hatfield, Commissioner Lanie. Motion Passed.

11. Open Bids for AWOS/BEACON Electrical Materials

Bids were opened for AWOS/BEACON Electrical Materials. One bid was received from Border States in the amount of \$31,015.59. A motion was made to approve the bid from Border States for \$31,015.59 upon review by Darrin Neufeld, EBH Engineer.

Motion made by Commissioner Eaton, Seconded by Commissioner Lanie.
 Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Smith, Commissioner Hatfield, Commissioner Lanie. Motion Passed.

12. Approval of 2023 Financial Report - Alexis Crispin, Adams Brown

Alexis Crispin of Adams Brown CPA presented the 2023 Audit via Zoom. After presentation and discussion, a motion was made to approve the 2023 Financial Report.

Motion made by Commissioner Lanie, Seconded by Commissioner Eaton.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Smith, Commissioner Hatfield, Commissioner Lanie. Motion Passed.

13. LL&G Sidewalk Survey Quote: Due South Surveying \$2,500 paid from Capital Streets

Administrator Kastens clarified direction to proceed with assessing the location of the sidewalk on LL&G, starting with a survey of the area. A motion was made to approve the quote from Due South Surveying for \$2,500 to survey LL&G Sidewalk project, to be paid from Capital Streets.

Motion made by Commissioner Hatfield, Seconded by Commissioner Smith.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Smith, Commissioner Hatfield, Commissioner Lanie. Motion Passed.

14. Approve Housing Committee CARE Grant Award Recommendations

A motion was made to approve the Housing Committee CARE Grant Award Recommendations for the following addresses contingent upon complying with the CARE Grant requirements: 724 N Jennings, 113 N Lincoln, 302 N Jennings, 223 S Franklin, 215 S Franklin, 224 S Madison, 528 S Bluff, 622 N Franklin, 723 N Jennings.

Motion made by Commissioner Lanie, Seconded by Commissioner Eaton.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Smith, Commissioner Hatfield, Commissioner Lanie. Motion Passed.

15. Anthony Lake Housing Development

A motion was made to approve moving forward with the SPO proposal and authorize the City Administrator to post notice of the proposal in the newspaper and proceed to secure a present and potential use appraisal of the subject property.

Motion made by Commissioner Smith, Seconded by Mayor Cleveland.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Smith, Commissioner Lanie
Voting Nay: Commissioner Hatfield. Motion Passed.

Commissioner Lanie expressed she is not in favor of going to a public vote.

16. Sunrise 2nd Residential Housing Building Line Setback

Administrator Kastens, needing to proceed with the drainage plan for the residential development, sought clarification from the Commission as to the building set line for the front

of the homes. The Commission gave direction for the City Administrator to establish a 50-foot front building line for the Sunrise 2nd residential housing structures.

17. Update on Lots East of Harper County Courthouse

Administrator Kastens reported that the County is still interested in all five lots east of the Harper County Courthouse and provided further discussion and request to negotiate a lesser amount for the two south lots. The Commission gave direction for \$4,000 per lot for the two south lots and to not pursue the other three lots at this time.

18. Out-of-State License Plate Discussion

Enforcement of Anthony residents continuing to maintain Out of State License Plates was discussed.

STAFF REPORTS

19. Administrator Report

The Admin reported on Sidewalk on LL&G, Sunrise 2nd Builders, Storms, On-Call/Back Up Housing, Solar Applications, Budget, CARE Grant, Staffing, SPO Eco Devo Proposal at Anthony Lake.

20. Chief of Police report

Served some weed notices.
Talked to kids riding bikes on the sidewalk.
We attended an active shooter training at Harper Industries.
We investigated a domestic disturbance in the 100 block of N. 4th and arrested Colton Kitchen for aggravated assault, criminal restraint and criminal damage to property.
We arrested Mathew Clark for electronically soliciting a child/sexually.
We investigated a domestic disturbance on Fanning Drive and arrested Shaun Morris for aggravated domestic battery and criminal damage to property.
Officer Manning resigned from the Police Department effective 06-10-2024.

21. Departments Report

Department activity updates were given from the Shop, Electric Distribution, Power Plant/Lake and Street.

EXECUTIVE SESSION – NONE

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 Smith, Commissioner Hatfield, Commissioner Lanie. Motion Passed.

Gregory Cleveland, Mayor

Cyndra Kastens, City Clerk/Administrator



City Commission Special Meeting

Wednesday, June 26, 2024 at 6:00 PM
Commission Chambers, 124 S Bluff, Anthony, KS 67003

MINUTES

CALL TO ORDER

Mayor Cleveland called the Special Meeting to order at 6:00 p.m.

ROLL CALL

PRESENT

Mayor Greg Cleveland
Commissioner Sherrie Eaton
Commissioner Eric Smith
Commissioner Howard Hatfield

City Administrator Cyndra Kastens, Randy & Jacquie Wiseley, Brick Prickett, Steve Bellesine, Chet Barber and Lane Buck.

ABSENT

Commissioner Jan Lanie

ITEMS OF BUSINESS

1. Anthony Golf Board

The Golf Board was present to discuss their needs with the City Commission.

ADJOURNMENT

A motion was made to adjourn the meeting.

Motion made by Mayor Cleveland, Seconded by Commissioner Eaton.

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

Gregory Cleveland, Mayor

Cyndra Kastens, City Clerk/Administrator



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

Cyndra Kastens
 City Clerk
 124 S Bluff Ave
 Anthony, KS 67003

Date 26-Jun-24
Project No. 39 KA-6909-01
CMS No. 17232154
KDOT Agreement No. 490-23
For Services from 5/26/2024 through 6/22/2024
Billing Statement No. Seven (7)

Direct Payroll

Labor	Title	Hours	Rate	Extension	Totals
J. Krosschell**	Project Engineer	5	\$46.75	\$233.75	
J. Krosschell**	Project Engineer O/T	2	\$70.13	\$140.26	
T. McCann**	Engineering Technician	1	\$30.50	\$30.50	
D. Hall	Survey Technician		\$35.75	\$0.00	
F. Feemster	Survey Technician		\$29.75	\$0.00	
F. Feemster	Survey Technician O/T		\$44.63	\$0.00	
C. Feemster	Survey Technician		\$17.50	\$0.00	
C. Feemster	Survey Technician O/T		\$26.25	\$0.00	
D. Abbott**	Engineering Technician		\$30.50	\$0.00	

Direct Salaries \$404.51
 General Overhead 165.97% of Labor \$671.37
 Net Fee This Statement: \$200.00
Total Direct Payroll, Overhead & Net Fee \$1,275.88

Direct Expenses:

Per Diem & Subsistence

Mileage

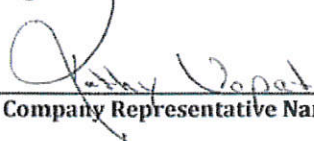
Motel

Equipment Rental

Total Direct Expenses

Total Cost Claimed \$1,275.88

Signature



 Company Representative Name

6-26-24

 Date

** Rate Change

Vendor #130203
"Cold Patch + Cones" 34-04-0001



Pavement Maintenance Products
1225 Iron Street
North Kansas City, MO 64116
Office: (816) 842-6066
Fax: (816) 842-1638
www.MAC52.com

RECEIVED

JUN 10 2024

By

STATEMENT



2406-350280 Pg 1 Of 1
Date 05/31/24 Acct: ANTHONY

CITY OF ANTHONY PO BOX 504 Anthony KS 67003	Total	2,203.80
	Credits	0.00
	Pay By 06/30/24	2,203.80
	TOTAL PAID	<input type="text"/>

Date	Job#	Transaction	Document #	Reference	Amount	Balance
05/20/24	0	Invoice	2405-094453		2,203.80	2,203.80
Ending Balance						2,203.80

Balance

Current	2,203.80
Past Due	
30-Day	0.00
60 Day	0.00
90 Day	0.00
> 90	0.00
Finance Chrg	0.00
Credits	0.00
Balance	2,203.80

Account: ANTHONY
CITY OF ANTHONY
PO BOX 504
Anthony KS 67003

Due upon receipt. A Finance Charge of 1.5% per month will be assessed to all past due balances.

BALANCE SHEET
CALENDAR 7/2024, FISCAL 7/2024

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL
01-00-0010	GENERAL OPERATING	24,550.17-	987,867.98
02-00-0010	WATER	34,858.88-	736,094.13
03-00-0010	ELECTRIC	52,843.08-	947,169.65
04-00-0010	SALES TAX & STATE FEES		38,597.79
05-00-0010	SEWAGE DISPOSAL	8,458.10-	510,674.51
10-00-0010	EMP INSURANCE/BENEFIT	48,873.50-	360,533.57
12-00-0010	AIRPORT	117.03-	163,951.42
14-00-0010	INDUSTRIAL DEVELOPMENT		20,605.66
15-00-0010	ECONOMIC DEVELOPMENT		124,660.08
16-00-0010	SERVICE DEPOSIT		81,579.28
17-00-0010	SPECIAL STREETS & HIGHWAY		278,717.28
18-00-0010	PUBLIC RELIEF		24,038.00
19-00-0010	WATER UTILITY RESERVE		244,277.72
21-00-0010	WTF LOAN 2000		94,191.55
23-00-0010	WATER DEBT SVC RESERVE S2013		50,353.96
24-00-0010	BOND & INTEREST		34,442.38
25-00-0010	LIBRARY	11,377.57-	
26-00-0010	RECREATION COMMISSION	6,871.34-	57,260.39
29-00-0010	RECREATION		3,279.49
30-00-0010	MUNICIPAL EQUIPMENT RESERVE		151,660.85
32-00-0010	SPECIAL PARKS & RECREATION		36,572.60
34-00-0010	CAPITAL IMPROVEMENT	3,479.68-	4,081,459.67
37-00-0010	GO BONDS S2010 POOL		25,253.29
40-00-0010	ELECTRIC UTILITY RESERVE		1,559,835.43
41-00-0010	EL UTIL S2017 REV BOND		2,228,441.79
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		484,265.25
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		7,602.94
81-00-0010	WASTEWATER LAGOON CLEANING		188,000.00
82-00-0010	WATER/EQUIPMENT REPLACEMENT		153,513.70
83-00-0010	ELECTRIC/EQUIP REPLACEMENT	10,976.74-	3,484,426.14
85-00-0010	SEWER/EQUIPMENT REPLACEMENT		94,005.71
89-00-0010	TRANS GUEST APPROVED		2,508.32
96-00-0010	WAYNE DENNIS FUNDS		7,844.59
97-00-0011	DT REVIT. REVOLVING LOAN		.56
98-00-0010	TRANSIENT GUEST TAX		573.33
		=====	=====
	PROOF	202,406.09-	18,583,399.55
		=====	=====

CLAIMS REPORT
 Check Range: 6/20/2024- 7/03/2024

3193

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL OPERATING					
ALERT 360	SURVEILLANCE AT SHOP		14.99	51839	7/03/24
ANTHONY REPUBLICAN	PUBLIC NOTICE SALE		167.90	51842	7/03/24
PATTERSON HEALTH CENTER	JUNE DUES		76.84	51843	7/03/24
BIG BLUE BACKERS	2024 CHS BANNER		62.50	51845	7/03/24
CINTAS FIRE	MUN HALL		631.11	51848	7/03/24
CITY OF ANTHONY	PD MAILING		497.79	12498820	7/02/24
GALAXIE BUSINESS EQUIPMENT INC	COPIER CONTRACT		170.68	51852	7/03/24
GALLS INCORPORATED	PD SHIRTS		417.72	51853	7/03/24
GREAT-WEST FINANCIAL	7/02/24 PR		506.30	12498821	7/02/24
HAZEL'S SHEET METAL INC	PD AC REPAIR		2,973.07	51854	7/03/24
IRS	7/02/2024 PR		4,316.99	12498824	7/02/24
JUSTICE BATTERY CO.	WEEDEATER CORD		75.00	51855	7/03/24
KANSAS PAYMENT CENTER	7/02/2024 PR		207.69	12498825	7/02/24
KPERS	7/02/24 PR		2,798.84	12498822	7/02/24
KS DEPT OF REV-WITHHOLDING	7/02/2024 PR		737.80	12498823	7/02/24
MAISEY PRO	JUNE SVC		33.00	51867	7/03/24
MANHATTANLIFE ASSURANCE COMP	CANCER INS		6.14	51859	7/03/24
NEW YORK LIFE	EMP LIFE INS		4.68	51861	7/03/24
PHIL'S REPAIR	CAR WASH		79.75	51862	7/03/24
PRAIRIE ROSE FUNERAL HOME	CHRIS DUWE'S MEMORIAL		50.00	51863	7/03/24
SOUTH CENTRAL WIRELESS	PD PHONE		408.20	51866	7/03/24
TERMINIX PROCESSING CENTER	JUNE HALL PEST CONTROL		85.56	51869	7/03/24
VERIZON WIRELESS	PD CELL		41.46	51871	7/03/24
VISION SERVICE PLAN	JULY		148.74	12498827	7/02/24
WICHITA TRACTOR CO	#33 AIR FILTER		105.68	51873	7/03/24

01 GENERAL OPERATING TOTAL 14,618.43

WATER					
AFLAC	JUNE'S BILL DUE 7/15/24		185.19	12498819	7/02/24
ALERT 360	SURVEILLANCE AT SHOP		14.99	51839	7/03/24
PATTERSON HEALTH CENTER	JUNE DUES		31.96	51843	7/03/24
BIG BLUE BACKERS	2024 CHS BANNER		62.50	51845	7/03/24
BILL'S GENERAL REPAIR LLC	#37 BLADES/FRONT FORK ASY/BEAR		625.61	51846	7/03/24
BORDER STATES INDUSTRIES, INC	#5 WEEL TXFORMER POWER		5,417.20	51857	7/03/24
BULLDOG SUPPLY	SAFTEY GLASSES		29.97	51847	7/03/24
CITY OF ANTHONY	OFFICE MAILING/ITRON METER		61.23	12498820	7/02/24
CITY OF ANTHONY	REIMB JULY BCBS		6,780.73	51849	7/03/24
CORE & MAIN LP	4' ULRMAG/MEGA FLANGE		7,488.40	51850	7/03/24
GALAXIE BUSINESS EQUIPMENT INC	COPIER CONTRACT		170.68	51852	7/03/24
GREAT-WEST FINANCIAL	7/02/24 PR		79.62	12498821	7/02/24
IRS	7/02/2024 PR		2,369.82	12498824	7/02/24
JUSTICE BATTERY CO.	SHARPENED BLADES		29.43	51855	7/03/24
KPERS	7/02/24 PR		1,610.92	12498822	7/02/24
KS DEPT OF REV-WITHHOLDING	7/02/2024 PR		375.93	12498823	7/02/24
MAISEY PRO	JUNE SVC		33.00	51867	7/03/24
MANHATTANLIFE ASSURANCE COMP	CANCER INS		21.24	51859	7/03/24
MUTUAL OF OMAHA	JULY LIFE INS		46.80	12498826	7/02/24
NEW YORK LIFE	EMP LIFE INS		16.19	51861	7/03/24
PHIL'S REPAIR	CAR WASH		5.00	51862	7/03/24
POSTMASTER	POSTAGE FOR BILLS DUE 7/10/24		150.00	51830	6/26/24
RICKE'S HOME CENTER, LLC	LAKE BERMUDAGRASS SEED		89.61	51864	7/03/24
SCHULTE SUPPLY	PVC CUTTERS		161.60	51874	7/03/24

CLAIMS REPORT
 Check Range: 6/20/2024- 7/03/2024

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
SOUTH CENTRAL WIRELESS	SHOP LINES		267.24	51866	7/03/24
DERICK & JENNIFER TYLER	CAMP HOST FUEL		200.00	51870	7/03/24
VERIZON WIRELESS	WATER CELL		106.72	51871	7/03/24
VISION SERVICE PLAN	JULY		71.93	12498827	7/02/24
WHEATLAND ELECTRIC COOP INC	TRANSDUCER		44.00	51872	7/03/24

02 WATER TOTAL			26,547.51		
ELECTRIC					
AFLAC	JUNE'S BILL DUE 7/15/24		343.94	12498819	7/02/24
ALERT 360	SURVEILLANCE AT SHOP		14.99	51839	7/03/24
PATTERSON HEALTH CENTER	JUNE DUES		66.21	51843	7/03/24
ATMOS ENERGY	PP NATURAL GAS		280.79	51844	7/03/24
BIG BLUE BACKERS	2024 CHS BANNER		62.50	51845	7/03/24
BORDER STATES INDUSTRIES, INC	BI-DIRECTIONAL METERS/CELCO		6,949.86	51857	7/03/24
CITY OF ANTHONY	OFFICE MAILING/ITRON METER		42.03	12498820	7/02/24
CITY OF ANTHONY	REIMB JULY BCBS		14,016.04	51849	7/03/24
GALAXIE BUSINESS EQUIPMENT INC	COPIER CONTRACT		170.68	51852	7/03/24
GREAT-WEST FINANCIAL	7/02/24 PR		620.43	12498821	7/02/24
IRS	7/02/2024 PR		6,044.29	12498824	7/02/24
JUSTICE BATTERY CO.	SHARPEND BLADES		17.99	51855	7/03/24
KPERS	7/02/24 PR		4,019.27	12498822	7/02/24
KS DEPT OF REV-WITHHOLDING	7/02/2024 PR		1,115.77	12498823	7/02/24
LIBERTY NATIONAL	JULY		107.08	12498828	7/02/24
MAISEY PRO	JUNE SVC		51.00	51867	7/03/24
MANHATTANLIFE ASSURANCE COMP	CANCER INS		95.85	51859	7/03/24
MUTUAL OF OMAHA	JULY LIFE INS		90.83	12498826	7/02/24
NEW YORK LIFE	EMP LIFE INS		22.57	51861	7/03/24
NEWBERRY FAMILY AUTO	#4 FUEL PUMP		543.86	51860	7/03/24
PHIL'S REPAIR	CAR WASH		38.75	51862	7/03/24
POSTMASTER	POSTAGE FOR BILLS DUE 7/10/24		300.00	51830	6/26/24
SOUTH CENTRAL WIRELESS	OFFICE LINES		431.29	51866	7/03/24
VERIZON WIRELESS	ELECTRIC CELL		55.26	51871	7/03/24
VISION SERVICE PLAN	JULY		170.16	12498827	7/02/24
WHEATLAND ELECTRIC COOP INC	LAKE LIGHTS		17.72	51872	7/03/24

03 ELECTRIC TOTAL			35,689.16		
SEWAGE DISPOSAL					
AFLAC	JUNE'S BILL DUE 7/15/24		70.21	12498819	7/02/24
ALERT 360	SURVEILLANCE AT SHOP		14.98	51839	7/03/24
AMAZON CAPITAL SERVICES	LIFTSTATION AIR PUMP MCD & LAG		84.97	51840	7/03/24
PATTERSON HEALTH CENTER	JUNE DUES		42.99	51843	7/03/24
BIG BLUE BACKERS	2024 CHS BANNER		62.50	51845	7/03/24
BULLDOG SUPPLY	TRASHBAGS		16.99	51847	7/03/24
CITY OF ANTHONY	OFFICE MAILING/ITRON METER		42.03	12498820	7/02/24
CITY OF ANTHONY	REIMB JULY BCBS		3,178.54	51849	7/03/24
GALAXIE BUSINESS EQUIPMENT INC	COPIER CONTRACT		170.68	51852	7/03/24
GREAT-WEST FINANCIAL	7/02/24 PR		37.64	12498821	7/02/24
IRS	7/02/2024 PR		822.97	12498824	7/02/24
KPERS	7/02/24 PR		600.63	12498822	7/02/24
KS DEPT OF REV-WITHHOLDING	7/02/2024 PR		126.76	12498823	7/02/24
MAISEY PRO	JUNE SVC		33.00	51867	7/03/24
MANHATTANLIFE ASSURANCE COMP	CANCER INS		9.21	51859	7/03/24

CLAIMS REPORT
Check Range: 6/20/2024- 7/03/2024

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
MUTUAL OF OMAHA	JULY LIFE INS		12.33	12498826	7/02/24
NEW YORK LIFE	EMP LIFE INS		7.02	51861	7/03/24
PHIL'S REPAIR	CAR WASH		5.00	51862	7/03/24
POSTMASTER	POSTAGE FOR BILLS DUE 7/10/24		150.00	51830	6/26/24
SCHULTE SUPPLY	SEWER HOOK		79.95	51874	7/03/24
SMITH & LOVELESS, INC.	WASTEWATER LIFTSTATION STOCK		40.42	51868	7/03/24
VERIZON WIRELESS	SUPER'S CELL		13.80	51871	7/03/24
VISION SERVICE PLAN	JULY		49.39	12498827	7/02/24

	05 SEWAGE DISPOSAL TOTAL		5,672.01		
EMPLOYEE BENEFIT					
BCBS OF KANSAS	JULY 2024		35,371.44	12498829	7/02/24
CITY OF ANTHONY	REIMB JULY BCBS		10,230.13	51849	7/03/24
MUTUAL OF OMAHA	JULY LIFE INS		78.28	12498826	7/02/24

	10 EMPLOYEE BENEFIT TOTAL		45,679.85		
AIRPORT					
CINTAS FIRE	AIRPORT		69.43	51848	7/03/24
SOUTH CENTRAL WIRELESS	AIRPORT LINE		46.95	51866	7/03/24
VISION SERVICE PLAN	JULY		.65	12498827	7/02/24

	12 AIRPORT TOTAL		117.03		
LIBRARY					
ANTHONY LIBRARY	T/F AS BUDGETED		11,377.57	51841	7/03/24

	25 LIBRARY TOTAL		11,377.57		
RECREATION COMMISSION					
BULLDOG SUPPLY	PVC-COULPLINGS/CEMENT/HDWE		266.99	51847	7/03/24
CORE & MAIN LP	4 PVC/O RINGS/CPLG/REDUCER		516.56	51850	7/03/24
IRS	7/02/2024 PR		869.98	12498824	7/02/24
KS DEPT OF REV-WITHHOLDING	7/02/2024 PR		98.80	12498823	7/02/24
RICKE'S HOME CENTER, LLC	FINANCE CHARGE		1.00	51864	7/03/24
SOUTH CENTRAL WIRELESS	POOL INTERNET-TO BE REIMB		634.72	51866	7/03/24
TRITON SWIM LEAGUE	SWIM LEAGUE DUES		660.00	51831	6/26/24
VERIZON WIRELESS	REC CELL		41.46	51871	7/03/24

	26 RECREATION COMMISSION TOTAL		3,089.51		
CAPITAL IMPROVEMENT FUND					
EVANS-BIERLY-HUTCHISON & ASSOC	FY25 CCLIP ANTHONY & K44		1,275.88	51851	7/03/24
MCCONNELL & ASSOCIATES CORP	COLD PATCH & TRAFFIC CONES		2,203.80	51858	7/03/24

	34 CAPITAL IMPROVEMENT FUND TOTAL		3,479.68		
ELECTRIC EQUIPMENT/REPLAC					

CLAIMS REPORT
Check Range: 6/20/2024- 7/03/2024

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
BORDER STATES INDUSTRIES, INC	SUNRISE 2ND PEDESTALS X 7		10,976.74	51857	7/03/24
	83 ELECTRIC EQUIPMENT/REPLAC TOTAL		10,976.74		
	Accounts Payable Total		157,247.49		

CLAIMS REPORT CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
01	GENERAL OPERATING	14,618.43
02	WATER	26,547.51
03	ELECTRIC	35,689.16
05	SEWAGE DISPOSAL	5,672.01
10	EMPLOYEE BENEFIT	45,679.85
12	AIRPORT	117.03
25	LIBRARY	11,377.57
26	RECREATION COMMISSION	3,089.51
34	CAPITAL IMPROVEMENT FUND	3,479.68
83	ELECTRIC EQUIPMENT/REPLAC	10,976.74

	TOTAL FUNDS	157,247.49

REVENUE & EXPENSE REPORT
CALENDAR 7/2024, FISCAL 7/2024

PCT OF FISCAL YTD 58.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	TOTAL REVENUE	.00	705,373.57	1,225,439.00	520,065.43
	TOTAL EXPENSES	24,599.39	583,905.50	1,588,880.00	1,004,974.50
		=====	=====	=====	=====
	GENERAL OPERATING TOTAL	24,599.39-	121,468.07	363,441.00-	484,909.07-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	524,902.82	1,000,500.00	475,597.18
	TOTAL EXPENSES	34,695.01	467,687.60	1,127,552.00	659,864.40
		=====	=====	=====	=====
	WATER TOTAL	34,695.01-	57,215.22	127,052.00-	184,267.22-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	1,900,249.09	6,362,800.00	4,462,550.91
	TOTAL EXPENSES	52,485.54	1,473,379.53	7,358,010.00	5,884,630.47
		=====	=====	=====	=====
	ELECTRIC TOTAL	52,485.54-	426,869.56	995,210.00-	1,422,079.56-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	55,355.48	.00	55,355.48-
	TOTAL EXPENSES	.00	54,283.06	.00	54,283.06-
		=====	=====	=====	=====
	SALES TAX & STATE FEES TOTAL	.00	1,072.42	.00	1,072.42-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	273,733.88	559,500.00	285,766.12
	TOTAL EXPENSES	8,346.51	247,144.78	581,945.00	334,800.22
		=====	=====	=====	=====
	SEWAGE DISPOSAL TOTAL	8,346.51-	26,589.10	22,445.00-	49,034.10-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	377,877.36	676,300.00	298,422.64
	TOTAL EXPENSES	48,873.50	365,236.06	676,300.00	311,063.94
		=====	=====	=====	=====
	EMPLOYEE BENEFIT TOTAL	48,873.50-	12,641.30	.00	12,641.30-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	59,191.63	1,424,494.00	1,365,302.37
	TOTAL EXPENSES	116.38	49,561.85	1,475,700.00	1,426,138.15
		=====	=====	=====	=====
	AIRPORT TOTAL	116.38-	9,629.78	51,206.00-	60,835.78-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	.00	950.00	950.00
	TOTAL EXPENSES	.00	331.47-	21,522.00	21,853.47
		=====	=====	=====	=====
	INDUSTRIAL DEVELOPMENT TOTAL	.00	331.47	20,572.00-	20,903.47-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	16,566.78	.00	16,566.78-
	TOTAL EXPENSES	.00	849.38	.00	849.38-
		=====	=====	=====	=====

REVENUE & EXPENSE REPORT
CALENDAR 7/2024, FISCAL 7/2024

PCT OF FISCAL YTD 58.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	ECONOMIC DEVELOPMENT TOTAL	.00	15,717.40	.00	15,717.40-
	TOTAL REVENUE	.00	5,900.00	.00	5,900.00-
	TOTAL EXPENSES	.00	11,050.00	.00	11,050.00-
	SERVICE DEPOSIT TOTAL	.00	5,150.00-	.00	5,150.00
	TOTAL REVENUE	.00	26,445.24	56,010.00	29,564.76
	TOTAL EXPENSES	.00	7,420.23	209,730.00	202,309.77
	SPECIAL STREETS & HIGHWAY TOTA	.00	19,025.01	153,720.00-	172,745.01-
	TOTAL REVENUE	.00	1,296.41	.00	1,296.41-
	WATER UTILITY RESERVE TOTAL	.00	1,296.41	.00	1,296.41-
	TOTAL REVENUE	.00	71,581.15	.00	71,581.15-
	TOTAL EXPENSES	.00	85,897.40	.00	85,897.40-
	WWTF LOAN 2000 TOTAL	.00	14,316.25-	.00	14,316.25
	TOTAL REVENUE	.00	82,958.90	.00	82,958.90-
	TOTAL EXPENSES	.00	199,101.35	.00	199,101.35-
	WATER DEBT SERV 2013 TOTAL	.00	116,142.45-	.00	116,142.45
	TOTAL REVENUE	.00	26,118.31	31,471.00	5,352.69
	TOTAL EXPENSES	.00	735.00	31,470.00	30,735.00
	BOND & INTEREST TOTAL	.00	25,383.31	1.00	25,382.31-
	TOTAL REVENUE	.00	44,523.94	68,332.00	23,808.06
	TOTAL EXPENSES	11,377.57	44,523.94	68,332.00	23,808.06
	LIBRARY TOTAL	11,377.57-	.00	.00	.00
	TOTAL REVENUE	.00	64,606.18	125,453.00	60,846.82
	TOTAL EXPENSES	6,871.34	59,785.18	162,650.00	102,864.82
	RECREATION COMMISSION TOTAL	6,871.34-	4,821.00	37,197.00-	42,018.00-
	TOTAL REVENUE	.00	69,250.41	104,453.00	35,202.59

REVENUE & EXPENSE REPORT
CALENDAR 7/2024, FISCAL 7/2024

PCT OF FISCAL YTD 58.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	TOTAL EXPENSES	.00	65,970.92	104,453.00	38,482.08
	RECREATION CITY TOTAL	.00	3,279.49	.00	3,279.49-
	TOTAL REVENUE	.00	1,478.63	.00	1,478.63-
	TOTAL EXPENSES	.00	12,941.03	.00	12,941.03-
	MUNICIPAL EQUIPMENT RESER TOTA	.00	11,462.40-	.00	11,462.40
	TOTAL REVENUE	.00	3,984.02	6,017.00	2,032.98
	TOTAL EXPENSES	.00	115.50	36,892.00	36,776.50
	SPECIAL PARKS & RECREATIO TOTA	.00	3,868.52	30,875.00-	34,743.52-
	TOTAL REVENUE	.00	201,440.50	.00	201,440.50-
	TOTAL EXPENSES	3,479.68	109,430.34	.00	109,430.34-
	CAPITAL IMPROVEMENT FUND TOTA	3,479.68-	92,010.16	.00	92,010.16-
	TOTAL REVENUE	.00	11,281.25	.00	11,281.25-
	TOTAL EXPENSES	.00	1,037.50	.00	1,037.50-
	GO BONDS S2010 POOL TOTAL	.00	10,243.75	.00	10,243.75-
	TOTAL EXPENSES	.00	37,755.00	.00	37,755.00-
	EL UTIL S2017 REV BOND TOTAL	.00	37,755.00-	.00	37,755.00
	TOTAL REVENUE	.00	12,810.14	.00	12,810.14-
	WILDLIFE AND PARKS GRANT TOTA	.00	12,810.14	.00	12,810.14-
	TOTAL REVENUE	.00	1,431.90	20,000.00	18,568.10
	TOTAL EXPENSES	.00	.00	25,208.00	25,208.00
	MUNICIP FIGHT ADDICTION TOTAL	.00	1,431.90	5,208.00-	6,639.90-
	TOTAL REVENUE	.00	4,500.00	.00	4,500.00-
	WASTEWATER LAGOON CLEANIN TOTA	.00	4,500.00	.00	4,500.00-
	TOTAL EXPENSES	.00	7,448.33	.00	7,448.33-

REVENUE & EXPENSE REPORT
CALENDAR 7/2024, FISCAL 7/2024

PCT OF FISCAL YTD 58.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	WATER\EQUIPMENT REPLACE TOTAL	.00	7,448.33-	.00	7,448.33
	TOTAL REVENUE	.00	99,482.00	.00	99,482.00-
	TOTAL EXPENSES	10,976.74	84,642.66	.00	84,642.66-
	ELECTRIC EQUIPMENT/REPLAC TOTA	10,976.74-	14,839.34	.00	14,839.34-
	TOTAL EXPENSES	.00	7,448.33	.00	7,448.33-
	SEWER EQUIPMENT/ REPLACE TOTA	.00	7,448.33-	.00	7,448.33
	TOTAL REVENUE	.00	6,000.00	.00	6,000.00-
	TOTAL EXPENSES	.00	3,491.68	.00	3,491.68-
	TRANSIENT GUEST APPROVED TOTA	.00	2,508.32	.00	2,508.32-
	TOTAL EXPENSES	.00	12,674.02	.00	12,674.02-
	FIRE DEPT CLOSING CK 612 TOTA	.00	12,674.02-	.00	12,674.02
	TOTAL REVENUE	.00	16,728.16	.00	16,728.16-
	TOTAL EXPENSES	.00	24,500.00	.00	24,500.00-
	WAYNE DENNIS FUNDS TOTAL	.00	7,771.84-	.00	7,771.84
	TOTAL REVENUE	.00	4,360.44	.00	4,360.44-
	TOTAL EXPENSES	.00	6,000.00	.00	6,000.00-
	TRANSIENT GUEST TAX TOTAL	.00	1,639.56-	.00	1,639.56
	Report Total	201,821.66-	645,743.49	1,806,925.00-	2,452,668.49-

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.	26.93	.00	.00	.00	28.63	1387.20	.00	.00	.00	1424.95	286.52
102 POLICE	319.56	.00	.00	.00	348.25	8559.36	.00	.00	.00	9236.32	1243.11
104 STREET	289.31	.00	.00	.00	334.31	5866.34	.00	.00	.00	6819.49	584.35
105 GEN-ZONING	.00	.00	.00	.00	.00	190.84	.00	.00	.00	190.84	.00
107 PARK	65.00	.00	.00	.00	65.00	780.00	.00	.00	.00	780.00	.00
230 WATER-LAKE	166.36	.00	.00	.00	166.36	2310.44	.00	.00	.00	2310.44	78.58
231 WATER-PRODUCTIO	7.50	.00	.00	.00	7.50	42.05	.00	.00	.00	42.05	.00
232 WATER-DISTRIBUT	333.99	.00	.00	.00	378.70	4145.98	.00	.00	.00	5121.69	528.54
233 WATER-COMM& GEN	96.05	.00	.00	.00	99.47	2907.29	.00	.00	.00	2993.38	.00
331 ELECTRIC-PROD	487.00	.00	.00	.00	576.00	6793.04	.00	.00	.00	9026.80	896.83
332 ELEC-DISTRIBUTI	610.46	.00	.00	.00	657.35	9171.73	.00	.00	.00	10550.72	1496.19
333 ELECTRIC-COMM	127.94	.00	.00	.00	132.39	4890.35	.00	.00	.00	5003.33	211.50
533 SEWER-COMM & GE	36.58	.00	.00	.00	38.01	812.05	.00	.00	.00	848.73	.00
534 SEWER-TREATMENT	229.82	.00	.00	.00	244.53	2290.23	.00	.00	.00	2571.44	.00
2601 REC - GEN	18.50	.00	.00	.00	18.50	333.00	.00	.00	.00	333.00	.00
2621 REC - POOL	405.75	.00	.00	.00	405.75	4406.77	.00	.00	.00	4406.77	.00
2622 REC - BALL	16.00	.00	.00	.00	16.00	288.00	.00	.00	.00	288.00	.00
5102 OT GEN POLICE	.00	10.00	.00	.00	10.00	.00	296.25	.00	.00	296.25	.00
5231 OT WATER PROD	.00	6.00	.00	.00	6.00	.00	211.32	.00	.00	211.32	.00
5232 OT WATER DIST	.00	13.75	.00	.00	13.75	.00	516.89	.00	.00	516.89	.00
5331 OT ELEC PROD	.00	6.50	.00	.00	6.50	.00	364.64	.00	.00	364.64	.00
5332 OT ELEC DIST	.00	7.00	.00	.00	7.00	.00	313.53	.00	.00	313.53	.00
5533 OT SEWER CM/GEN	.00	9.25	.00	.00	9.25	.00	305.48	.00	.00	305.48	.00
5534 OT SEWER TREAT	.00	5.00	.00	.00	5.00	.00	190.13	.00	.00	190.13	.00
6102 SHIFT GEN POLIC	.00	.00	.00	.00	74.25	.00	.00	.00	.00	37.13	.00
99999 DISTRIBUTED	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	421.80
TOTAL	3236.75	57.50	.00	.00	3648.50	55174.67	2198.24	.00	.00	64183.32	5747.42

Request for Payments

Federal Audit n/a - State funds

Project: CCLIP KDOT Project No. 39 KA-6909-01 (Estimated project cost \$900,000 - Grant amount \$900,000.00)

City of Anthony

Engineering Contract - \$53,374.97 (Payment to EBH cannot exceed 95% until after award of construction contract, then full amount -\$500 retainage, unless 6 mo, then full amount once agreement audited by see

Construction Contract - \$Not yet bid.

Date: July 2, 2024

Payment Request Number: 7

Fund Paying Drawdowns: Capital Improvement Street 34-04-0001

	Date	Invoice#	Vendor:	Service:	Engineering	Construction	State Reimb	City's Share
1.	4/2/2024	1	EBH	Preliminary Engineering	\$3,323.23			
2.	4/2/2024	2	EBH	Preliminary Engineering	\$10,916.82			
3.	4/2/2024	3	EBH	Preliminary Engineering	\$4,242.58			
4.	4/2/2024	4	EBH	Preliminary Engineering	\$4,209.38			
5.	4/9/24		State of KS	Grant Reimbursement			\$22,692.01	
6.	6/4/24	5	EBH	Preliminary Engineering	\$4,473.06			
7.	6/4/24	6	EBH	Preliminary Engineering	\$3,728.09			
8.	6/12/24		State of KS	Grant Reimbursement			\$8,201.15	
9.	7/2/24	7	EBH	Preliminary Engineering	\$1,275.88			
10.								
11.								
12.								
13.								
14.								
15.								
16.								
DRAWDOWN TOTALS:					\$32,169.04	\$0.00	\$30,893.16	\$0.00

Total This Payment Request:

\$1,275.88

Total Billing to Date:

\$32,169.04

Total Reimbursement/Payment:

\$30,893.16

Total City Paid for Project:

\$0.00

Portion of Project Complete:

0.04

Approved by: _____

Greg Cleveland, Mayor

PAYMENT VOUCHER

DATE: June 22, 2024
E-Mail: Ckastens@anthonykansas.org

Cyndra Kastens
 City Clerk
 124 S Bluff Ave
 Anthony, KS 67003

VENDOR INFORMATION

FIRM NAME: EBH Engineers
ADDRESS: 1105 Williams Street
City: Great Bend

State: KS

Electronic Deposit: NO
No/SFX
Zip: 67530

Contract No: 017232154
KDOT Project No: 39 KA-6909-01
Work Type: Engineering Design
Invoice No:

County: Harper
City: Anthony

COMPUTATION OF PAYMENT DUE

Payment No: 7		Paid to Date:	\$ 30,893.16
Total Cost Claimed:	\$ 32,169.04		
Less Prepaid Amount:	\$ -		
Less Previous Payments:	\$ (30,893.16)		
Amount Due Vendor:	\$ 1,275.88		

	Contract Amount	Previously Billed	Total This Bill	Total To Date
Payroll:	\$ 19,495.00	\$ 10,207.79	\$ 404.51	\$ 10,612.30
Overhead:	\$ 26,842.67	\$ 16,941.86	\$ 671.37	\$ 17,613.23
Net Fee:	\$ 5,000.00	\$ 3,200.00	\$ 200.00	\$ 3,400.00
Direct Expenses:	\$ 2,037.30	\$ 543.51	\$ -	\$ 543.51
Total:	\$ 53,374.97	\$ 30,893.16	\$ 1,275.88	\$ 32,169.04

I do hereby certify that the above bill is just, correct and remains due and unpaid and that the amount claimed is actually due according to the law.

PAYMENT VOUCHER

STATE OF KANSAS
 DEPARTMENT OF ADMINISTRATION
 DIVISION OF ACCOUNTS & REPORTS
 DA-120 DOT-2 (Rev. 11-91)

Warrant No.		
Agency No.	Div. No.	Current Document Number
276		V

Document Date:	Effective Date:	Due Date:
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Vendor Information	Paying Agency Name & Address
No./Sfx: _____ Name: Cyndra Kastens City Clerk Street: 124 S Bluff Ave City, State, Zip: Anthony, KS 67003	KANSAS DEPARTMENT OF TRANSPORTATION TOD SALFRANK, P. E., CHIEF BUREAU OF LOCAL PROJECTS 700 SW HARRISON ST., 3rd FL. West, ESOB TOPEKA, KANSAS 66603-3745

Date & Inv. No.	Quantity	Unit	Description	Unit Price	Amount
			Project No. 39 KA-6909-01 CMS Contract No. 0172321543 Engineering Agreement Date: September 19, 2023 Payment No. 7 Total compensation not to exceed \$53,374.97 Previous earned by City from KDOT 30,893.16 Previous payments to City by KDOT 30,893.16 Total claimed to date by Consultant 32,169.04 Less City share (0 %) 0.00 Subtotal 32,169.04 Less retainage (Final Invoice) 0.00 Subtotal 32,169.04 Less previous payments to City by KDOT 30,893.16 Amount due vendor 1,275.88		
Document Total					

	Audited:	Coded:	Approved:	Approved:	Approved:
			Office in charge	Bureau Chief/Dist. Eng.	State Transportation Controller
I do hereby certify that the above bill is just, correct, and remains due and unpaid, and that the amount claimed therein is actually due according to the law. (Claimant sign here) <u><i>Cyndra Kastens</i></u> (City Name) <u>City of Anthony</u>			I do hereby certify that the within was contracted for the State, under authority of law, and that the amount therein claimed is correct according to such contract and is unpaid.		
Date <u>7-2-24</u> By <u><i>[Signature]</i></u>					

Rev. 11-91

AN EQUAL OPPORTUNITY EMPLOYER

D.O.T. FORM NO. 424

COURT REPORTING CASE REPORT
OFFN DATES: 05/31/2024-06/30/2024

FOR OFFICER CODES: ALL REPORT

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
202400022	MOTT, BRET A MANNING HERMAN	4984	6/25/24 6/03/24	30.00 SPEEDING 10 MPH OVER	74.50	23.50	60.00	188.00	188.00 6/25/24	.00
202400023	HORTON, MICHELLE D. MANNING HERMAN	4985	7/09/24 6/04/24	.00 SPEEDING 10 MPH OVER	.00	.00	.00	.00	.00	.00
202400024	TOBER, BRIAN S. MANNING HERMAN	4986	7/09/24 6/09/24	.00 SPEEDING 12 MPH OVER	.00	.00	.00	.00	.00	.00
202400025	BURKHART, SHAWN A. MANNING HERMAN	4987	7/09/24 6/09/24	66.00 SPEEDING 16 MPH OVER	74.50	23.50	.00	164.00	164.00 6/17/24	.00
202400026	SMITH, CHANCE L LEDEZMA ALEX	1443	7/23/24 6/18/24	.00 DOG AT LARGE VICIOUS DOG	.00	.00	.00	.00	.00	.00
202400027	JOHNSON, JANICE E LEDEZMA ALEX	1444	7/23/24 6/23/24	.00 VICIOUS DOG	.00	.00	.00	.00	.00	.00
REPORT TOTALS								352.00	352.00	.00

PLANNING COMMISSION REPORT
Text Amendments to Unified Development Code
City of Anthony
June 25, 2024

The Anthony City Planning Commission met on Tuesday, June 25, 2024 to review a request by the Zoning Administrator for text amendments Article 16. Sign Regulations to the Unified Development Code. They are as follows:

ARTICLE 16. SIGN REGULATIONS

Section 16-1	Purpose and Intent
Section 16-2	Permits Required
Section 16-3	Right of Appeal
Section 16-4	Exempt Signs
Section 16-5	Design, Construction, and Maintenance
Section 16-6	Temporary Signs
Section 16-7	General Restrictions
Section 16-8	Permitted Signs
Section 16-9	Modifications of Sign Rights
Section 16-10	Administrative Modification of Signs
Section 16-11	Transfer of Sign Rights
Section 16-12	Billboard/Off-Site Signs
Section 16-13	Misc. Sign Controls
Section 16-14	Definitions

Section 16-1 Purpose and Intent.

- A. **General Provisions.** The purpose of these sign regulations is to accomplish the following:
 1. To encourage the effective use of signs as a means of communication in Anthony and its extra-territorial area;
 2. To maintain and enhance the aesthetic environment;
 3. To improve pedestrian and traffic safety;
 4. To minimize the adverse effect of signs on nearby public and private property; and,
 5. To enable the fair and consistent enforcement of the sign regulations.

- B. **Applicability.** No sign may be erected, placed, painted, established, or maintained in the City of Anthony except in conformance with the standards, exemptions and procedures set forth in this ordinance. Specifically, this section is intended to:
 1. Establish a permit system to allow a limited variety of signs, subject to the standards and permit procedures contained herein;
 2. Allow certain signs that are unobtrusive and incidental to the principal use of land;
 3. Prohibit all signs not expressly permitted by this resolution;
 4. Provide for the enforcement of these provisions.

Section 16-2 Permits Required.

- A. **General Provisions.** Unless exempted by this ordinance, it shall be unlawful for any person to erect, construct, alter, relocate, or convert any sign or advertising device (as defined in this section) without first obtaining a sign permit, and the payment of the proper fee required by the governing body.

B. Applications.

1. Applications for sign permits shall be made on forms provided by the Zoning Administrator.
2. A set of plans, if requested, drawn to scale indicating the sign location, size, type, materials, method of illumination, colors and general layout are required; or integrated into site plans.
3. Other information as deemed necessary by the Zoning Administrator required to enforce this section.

Section 16-3 Right of Appeal.

- A. **Appeal to the Board of Zoning Appeals.** If the zoning administrator determines that the proposed sign does not comply with all the requirements of this article, or other laws and ordinances of the City, or if the Planning Commission refuses to issue a sign modification, the applicant shall have the right of appeal to the Board of Zoning Appeals within 30 days of a final decision. The BZA may vary or waive any requirement of these provisions after finding a bona fide hardship.

Section 16-4 Exemptions.

- A. **Exempt Signs.** The following signs shall be exempt from all fees and regulations, except that no sign shall be located in a public r.o.w. or create a traffic hazard.
1. Official signs erected by a city, or county, school district, State of Kansas, or the federal government.
 2. Off-site signs erected for public information, safety or direction by any utility, authority, public service district, or construction company.
 3. On-site signs, that are internally located within a complex of buildings, housing development, or institutional setting, that give directions to a building or area, building names, warnings, posters and signs on accessory buildings, or flags.
 4. Signs specifically required by the codes, policies, or laws of the City of Anthony.
 5. Reserved for future amendment.
 6. Temporary signs (not portable) which include, but are not limited to: **real estate and political signs less than 20 square feet, and auction signs less than 40 square feet.**
 7. Temporary price or sale signs for retail business establishments, but these shall not include portable or movable signs unless a permit is issued by the Zoning Administrator.
 8. Signs used in conjunction with uses that have an agricultural purpose.

Section 16-5 Design, Construction and Maintenance of Signs.

- A. **Design.** All signs designed, constructed, and maintained in accordance with the following standards:
1. Except for flags, and in certain cases temporary, window, and pricing signs, all devices shall be constructed of permanent materials and attached to a pole, sign structure, or a building. Specifically, signs may be constructed from wood, plastic, metal and/or masonry materials, or materials permitted after conditional review by the Planning Commission.
 2. All signs shall be maintained in good visual order and safe structural condition and in compliance with all applicable provisions of the Uniform Building Code and this Unified Development Ordinance at all times.

- 3. All off-site signs, including billboards, shall bear the name and address of the sign owner.

B. Abandoned or Unsafe Signs.

- 1. Any sign (including its structure) located on a building or premises that becomes vacant or unoccupied for a period of one year or more, or any sign which pertains to time, event, or purpose which no longer applies, shall be deemed to be abandoned.
- 2. An abandoned sign shall be removed by its owner or the owner of the premises, and the facade or site shall be restored to its normal appearance.
- 3. If a sign has not been removed after the one-year limitation, the owner of record (of the property and/or sign) shall be notified in writing that the sign shall be removed within 30 days after the date of the notice. **If the sign is not removed within 30 days, the City may remove such device and the costs assessed to the owner of the property. Uncollected removal costs shall be assessed with taxes.**
- 4. If the Zoning Administrator finds that any sign or advertising device is unsafe, he/she shall notify the property owner in writing. If the sign is not removed within 30 days, the City shall remove such device and the costs assessed to the owner of the property. Uncollected removal costs shall be assessed with taxes.

C. Previously Legally Conforming Signs. Signs erected prior to adoption of this ordinance that, do not conform to the provisions this ordinance, shall be modified, or removed according to the following:

- 1. Nonconforming signs shall only be replaced with conforming signs or a sign that is more conforming.
- 2. Private signs within the R.O.W. shall be considered illegal. All such signs shall be removed from the R.O.W. without notice by the appropriate unit of government.
- 3. All signs legally conforming to the provisions of prior zoning ordinances, except those located within a R.O.W., shall be allowed to continue unchanged and unaltered except for normal and routine maintenance and safety improvements, or efforts to bring the sign into greater conformity.

Section 16-6 Temporary Signs--Portable Signs or Banners.

A. General Provisions. (See also Table 1)

- 1. Temporary signs for business advertising or special events may be issued a temporary permit for 30 days within any one year, **see Table 1 to determine which zoning districts temporary signs are permissible in and if a permit is required.** No temporary sign shall be placed in the R.O.W. or constitute a traffic hazard.
- 2. Temporary banners announcing an event or sale may be allowed for a period of 30 days in any one year; balloons, search lights, and other aerial devices may be allowed for a period of 30 days in any one year. Such devices shall be limited to twice per year and shall not require a sign permit. **No banner shall be placed in the R.O.W. or constitute a traffic hazard.**
- 3. **Residential Districts. No temporary or portable signs shall be permitted in residential districts except for the following:**
 - a. **Temporary signs for business advertising for the business which has recently performed services to said residential property. In such case, the business sign can only be located on the property of service for a period of 30 days in**

any one calendar year. Signs cannot be located in the right of way. No permit required.

b. Temporary signs to announce residential garage sales or fundraisers can be located in the residential district. Garage sale and fundraiser signs must be located on the property of the activity unless permission has been granted otherwise by another residential property owner. Signs may only be posted during the activity and a maximum of one week in advance. Signs cannot be located in the right of way. No permit required.

c. Special Event signs for picnics, fairs, festivals, displays, community events can be located on any residential property with permission from that property owner for a period of 30 days in any one calendar year. Signs cannot exceed 20 square feet and cannot be located in the right of way. No permit required.

Section 16-7 General Restrictions and Prohibited Signs.

- A. **Placement Restrictions.** No sign shall be attached to any tree, fence, or utility pole, except signs issued or properly posted by a utility, public authority, or permitted rural use.
- B. **Prohibited Signs.** No sign shall be erected:
 - 1. At any location where, by reason of position, obstruction, shape, or color, it interferes with or obstructs the view of pedestrian or vehicular traffic.
 - 2. That is portable or adapted from a portable sign, capable of being carried, wheeled, or moved from one location to another; except that a temporary permit may be issued for entertainment events, businesses promotion, or other such purposes for a maximum of 30 days in any one year.
 - 3. That is an attention/attraction device not specifically allowed by these regulations.
 - 4. That is a flashing or blinking sign (does not include digital sign devices).
 - 5. That is a string of lights, except when used for decorative purposes during a holiday season.
 - 6. That rotates or is animated, or consists of pennants, ribbons, streamers, sheets, spinners, or other moving devices - except a temporary or special events sign.
 - 7. Temporary real estate and political signs greater than 20 square feet, and auction signs greater than 40 square feet
 - 8. That projects into the public right-of-way.
 - 9. Which, in the opinion of the Zoning Administrator, may be confused with an authorized traffic sign, signal, device, or emergency sign.

Section 16-8 Permitted Signs. Permitted signs for all district uses as listed in Table 1 - General Table of Signs.

TABLE 1 - Permitted Signs in All Districts							
Type	Max Size	Max Ht (ft.)	Max #	Min Setback	Permit Req.	Illum. Type	Notes
General Signs							
Real estate	20 sq. ft.	exempt		Not located in the r.o.w.	no	none	Not located on public property. On-site signs only

Political	20 sq. ft.	exempt		Not located in the r.o.w.	no	none	Not located on public property. On-site signs only
Lots for sale	20 sq. ft.	exempt		Not located in the r.o.w.	no	none	Not located on public property. On-site signs only
Auction	40 sq. ft.	exempt		Not located in the r.o.w. hazard	no	none	Not located on public property. On-site signs only
Construction	exempt	exempt		Not located in the r.o.w.	no	none	Repairs, contractors, or builders on-site only

TABLE 1 (cont.) - Permitted Signs in All Districts

Type	Max Size	Max Ht (ft.)	Max #	Min Setback	Permit Req.	Illum Type	Notes
Future Building Site	exempt	exempt		Not located in the r.o.w	yes	none	Announces future building project Monument style only
Day care or adult care	8 sq. ft.	6 ft.		Not located in the r.o.w	yes	none	Monument style only

RESIDENTIAL ZONING DISTRICTS

R-1, Single Family Residential District

Home Occupations	8 sq. ft.	6 ft.	1	2' from the required yard setback	yes	external	Monument or attached to building
Subdivision name	16 sq. ft.	6 ft.	1	1 ft. from r.o.w.	yes	external	Monument only
Temporary Signs	See Section 16-6 A.3	See Section 16-A.3	See Section 16-A.3	Not located in the r.o.w.	no	none	See Section 16-6 A.3

R-2, Multi-Family Residential District & MHP,

Name plate for building	4 sq. ft.				no		per building
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Place name - gives name of apartment complex	24 sq. ft.	6 ft.	1	Not located in the r.o.w. and cannot create a traffic hazard	yes	external	Monument style only - name of apartment complex
Business	24 sq. ft.	8 ft.	2	Not located in the r.o.w. and cannot create a traffic hazard	yes	external	1 monument per building and 1 wall sign (per business)
MH Park	16 sq. ft.	8 ft.	1	Not located in the r.o.w. and cannot create a traffic hazard	yes	external	Monument or pole
Temporary Signs	See Section 16-6 A.3	See Section 16-A.3	See Section 16-A.3	Not located in the r.o.w.	no	none	See Section 16-6 A.3

TABLE 1 (cont.) - Permitted Signs in All Districts							
Type	Max Size	Max Ht (ft.)	Max #	Min Setback	Permit Req.	Illum Type	Notes
COMMERCIAL ZONING DISTRICTS							
B-1, Central Commercial District							
Free-standing monument or kiosk	32 sq. ft.	8 ft.	1	Not located in the r.o.w. and cannot create a traffic hazard	yes	external	1 monument or kiosk sign per principal building
Wall sign principal building	30 % signable area		1		yes	external or internal	1 sign per wall facing a r.o.w.
Wall sign - individual business	16 sq. ft.		1		yes	external	1 logo or location sign per business
Wall sign - accessory building - information only	8 sq. ft.		1			external	1 sign per accessory building
Canopy sign	35 % of canopy				no	external	
Window sign	30 % of window				no	external or internal	
Temporary sign or banner	40 sq. ft.			Not located in the r.o.w. and cannot create a traffic hazard	yes	external	One temporary sign or banner, or portable sign for the principal building for 30 days maximum
B-2, General Commercial District							
Free-standing monument or kiosk	48 sq. ft.	12 ft. or height of principal building	1 1	1 ft. from r.o.w. 1 ft. from r.o.w.			
Free-standing pole	48 sq. ft.	12 ft. or height of principal building	1	1 ft. from r.o.w.	yes	internal or external	1 pole sign per principal business or occupant

TABLE 1 (cont.) - Permitted Signs in All Districts							
Type	Max Size	Max Ht (ft.)	Max #	Min Setback	Permit Req.	Illum Type	Notes
Wall sign - principal building	30 percent signable area		1		yes	external or internal	1 sign per each wall facing a r.o.w.
Wall sign - individual business	16 sq. ft.		1		yes	external	1 logo or location sign per business
Wall sign - accessory building - information only	8 sq. ft.		1		no	external	1 sign per accessory building
Canopy or overhang sign	50% of canopy				no	external	
Window sign	30% of window				no	external or internal	
Temporary sign or banner	40 sq. ft.			Not located in the r.o.w. and cannot create a traffic hazard	yes	external	One temporary sign or banner, or portable sign for the principal building for 30 days maximum
MANUFACTURING DISTRICTS							
I-1, General Industrial District							
Free-standing monument or kiosk	48 sq. ft.	12 ft. or height of principal building	1	1 ft. from r.o.w.	yes	internal or external	1 monument sign per principal building
Free-standing pole	48 sq. ft.	12 ft. or height of principal building	1	1 ft. from r.o.w.	yes	internal or external	1 pole sign per principal building
I-2, Heavy Industrial District							
Free-standing monument or kiosk	48 sq. ft.	12 ft. or height of principal building	1 max	1 ft. from r.o.w.	yes	internal or external	1 monument sign per 200' of street frontage
Free-standing pole	48 sq. ft.	12 ft. or height of principal building	1	1 ft. from r.o.w.	yes	internal or external	1 pole sign per principal building

TABLE 1 (cont.) - Permitted Signs in All Districts							
Type	Max Size	Max Ht (ft.)	Max #	Min Setback	Permit Req.	Illum Type	Notes
Rural Signs (A-1 Agricultural District)							
Off-Site Signs - Directional							
Schools	16 sq. ft.	6 ft.	2	No sign may be placed in the r.o.w or erected so as to create a traffic hazard	no	no	Monument
To a Farm or Ranch	exempt		2		no	no	Monument
Marina	16 sq. ft.	6 ft.	2		yes	no	Monument
Historic	exempt		no limit		no	no	Monument
Hunting	exempt	6 ft.	no limit		no	no	Monument
Adult Rec.	16 sq. ft.	6 ft.	2		yes	no	Monument
Church	16 sq. ft.	6 ft.	2		yes	no	Monument
Municipal Welcome	16 sq. ft.		no limit				
Farm Clubs	exempt				yes	indirect	Monument
Societies	exempt				no	no	Monument
Livestock	exempt				no	no	Monument
Animal Feeding Operation	exempt				no	no	Monument
Farm Sales	exempt	6 ft.			no	no	Monument
A-1 Businesses	8 sq. ft.		1		yes	no	Monument
Cemetery	exempt				no	no	Monument

TABLE 1 (cont.) - Permitted Signs in All Districts							
Type	Max Size	Max Ht (ft.)	Max #	Min Setback	Permit Req.	Illum Type	Notes
On-Site Signs							
Church	16 sq. ft.	6 ft.	1	Not in the r.o.w. and not a traffic hazard	yes	none	Monument
Organizations	16 sq. ft.	6 ft.	1		no	none	Monument
Clubs Societies	16 sq. ft.	6 ft.	1		no	none	Monument
Private Camps	16 sq. ft.	6 ft.	1		yes	none	Monument
Livestock	exempt	exempt	-		no	none	-
A-1 Businesses	16 sq. ft.	6 ft.	1		yes	none	Monument
Adult Recreation	16 sq. ft.	6 ft.	1		yes	none	- Monument
Seed Signs	exempt	exempt	-		no	none	-
Produce	exempt	exempt	-		no	none	-
Farm Demo. Signs	exempt	exempt	-		no	none	-
Feedlot	exempt	exempt	-		no	none	-
Farm/Ranch	exempt	exempt	-		no	none	-
Farm Names	exempt	exempt	-		no	none	-
Postings	exempt	exempt	-		no	none	-
Farm Awards	exempt	exempt	-		no	none	Monument
Roof or wall graphics	exempt	exempt	-		no	none	-
BILLBOARDS/OFF-SITE SIGNS							
General Billboard/Off Site Signs	See Section 16-12	See Section 16-12	See Section 16-12	5-foot from required setback	yes	external	See Section 16-12

Section 16-9 Modification of Sign Rights.

- A. **Permitted Modifications.** The purpose of these sign regulations is to accomplish the following:
 1. The Planning Commission is hereby empowered to modify the number, type, size, and placement of all signs in all districts to adjust for practical difficulty and hardship.
 2. Practical difficulty shall mean, but is not limited to, changes in grade and slope; distance of principal buildings from roads; speed of traffic; public safety; and the need for advertising visibility due to multiple frontages.

- 3. Hardship shall mean, but is not limited to, non-flexible requirements arising from franchises, registered trademarks, or product logos.
- 4. A request for a sign modification may be heard at any regular meeting for the Planning Commission. All applicants requesting modifications shall submit sketches or drawings of the sign, a location map, sizes and coloration of the sign, and written justification for the change.

Section 16-10 Administrative Modifications of Signs.

- A. **Permitted Modifications.** The Zoning Administrator is hereby empowered to make administrative adjustment to signs rights under the following guidelines.
 - 1. Any sign may be increased in area by a maximum of 10 percent to adjust for visibility.
 - 2. Any sign may be increased by 10 percent in height to account for changes in elevation between the road and the principal building.
 - 3. The Zoning Administrator may designate an exact location for any sign that, in their opinion, is a hazard to traffic or public safety.

Section 16-11 Transfer of Sign Rights.

- A. **Permitted Transfers.** Property owners/operators located off main roads, grouped together in one building, or clustered in individual buildings on one site may wish to exercise their signage rights in a manner not permitted in Table 1 above. The following rules shall govern the transfer of signage rights:
 - 1. A use that does not front on a main road may transfer pole or monument signage rights to property located on a main or frontage road.
 - 2. Multiple uses on one-site may transfer all or part of their monument or wall sign rights to a single on-site monument, kiosk, or pole sign.

Section 16-12 Billboard/Off-Site signs.

- A. **Billboard/Off-Site signs shall be subject to the following guidelines:**
 - 1. Billboard/Off-Site signs along state or federal highways must receive prior approval from the Kansas Department of Transportation before a local zoning permit can be issued.
 - 2. Billboard/Off-Site signs are permitted along North LL& G Street from Main Street to Garfield Street, and along East and West Main Street with a maximum height of 15 feet and a sign area of 60 square feet.
 - 3. Billboard/Off-Site signs are permitted along North LL& G Street north of Garfield Street, with a maximum height of 30 feet and a sign area of 300 square feet.
 - 4. A total of 2 billboard/off-site signs shall be permitted along North LL& G Street North of Garfield.
 - 5. Billboard/Off-Site signs shall be separated a minimum distance of 600 feet from another billboard/off-site sign. An exception to this requirement is permitted on North LL&G north of Garfield in which 2 billboards/offsite signs may be closer than 600' apart only if they are located on the same sign pole and when the combined height of both signs does not exceed the maximum height allowed.
 - 6. No Billboard/Off-Site signs shall be permitted in residential zoning districts.

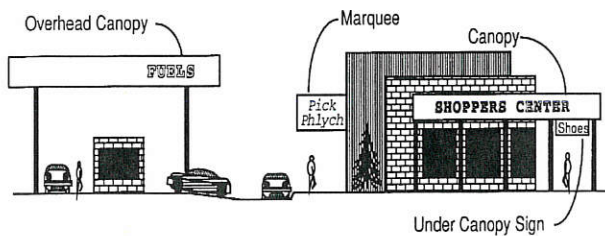
- 7. All billboards/offsite signs are required to provide property owner permission prior to approval.

Section 16-13 Misc. Sign Controls.

- A. **Applicability.** For non-residential uses not controlled by other sections of this sign ordinance, including institutional uses, one monument and one wall sign shall be permitted by right.

Section 16-14 Sign Definitions.

- A. **Awning.** A non-illuminated sign painted on or attached to a fabric cover on a metallic frame. Only individual letters and/or logos may be attached to, painted, stenciled, or otherwise placed on these devices. A letter on an awning or canopy can be no more than six (6) inches high. A logo shall not exceed 10% (ten percent) or six (6) square feet whichever is less.
- B. **Billboard/Off-Site Sign.** A sign which directs attention to a business, commodity, service, or entertainment conducted, sold, or offered at a location other than the premises on which the sign is located or to which it is affixed. No such sign shall be attached to a stationary vehicle or a portion thereof which is intended for public display on a zoning lot.
- C. **Free-Standing Sign.** A sign self-supported by a pole or post and not attached to any building, wall, or fence, but in a fixed location.
- D. **Glaring Illumination.** Light of such brilliance and so positioned as to blind or impair the vision or affect the aesthetic value of the area.
- E. **Ground Sign.** An outside sign identifying a development businesses, services, or homes (such as a shopping area or housing development) made of brick, masonry or stone the bottom of which is attached directly and permanently to the ground and physically separated from any other structure.
- F. **Kiosk.** A free-standing structure designed to provide advertising space for two or more activities or businesses on a single premises or group of contiguous premises.
- G. **Illumination.** (Internal) An internally-illuminated sign one with the light source concealed or contained within the graphic itself, and which becomes visible in darkness by shining through a surface. (External) A sign illuminated by lights attached to the sign or placed on the ground or building.
- H. **Marquee.** A sign painted on, attached to, or consisting of interchangeable letters on the face of a permanent overhanging shelter which projects from the face of a building. Letters or symbols shall not exceed fifteen (15) inches in height. A minimum clearance of ten (10) feet above the ground/sidewalk level shall be required.



- I. **Official Business Directional Sign.** A sign erected and maintained within the public right-of-way, to indicate to the traveling public the route and distance to public accommodations, facilities, commercial services, and points of scenic, historical, cultural, recreational,

educational, or religious interest. Such signs **must be for official business erected by a public entity and** shall conform to all applicable state regulations regarding the placement of signs in public rights-of-way.

- J. **Political Sign.** Any sign that advertises a candidate or an issue which is to be voted on in a local, state, or federal election process.
- K. **Portable Sign.** A sign not designed or intended to be permanently affixed into the ground or to a structure.
- L. **Projecting (Wall Sign).** An outdoor sign not exceeding twelve (12) square feet in size which is attached to a wall at a right angle.
- M. **Promotional Sale Sign.** A banner promoting products, goods, or services.
- N. **Public Way.** Any way designed for vehicular or pedestrian use and is maintained with public funds.
- O. **Safety Control Signs.** Warning, control, OSHA, or required public safety signs.
- P. **Sign.** A sign is an object, device, or structure, or part thereof other than a flag, situated outdoors, visible from a public way, which is used to advertise, identify, display, direct or attract attention to an object, person, institution, organization, business, product, service, event, or location, by any means including words, letters, figures, design, symbols, fixtures, colors, illuminations, or projected images. **Each side, or face, shall be considered one sign. However, if both sides are covering the same square footage back-to-back (or V-shaped) of viewable area and are facing opposite directions of travel, these two faces together shall be considered one sign in this scenario. When two sign faces meet the criteria to be one sign, only the square footage from one side, or face, shall be used in calculating the total sign area for that face.**
- Q. **Sign - Information.** (for accessory structure) A sign placed on the wall of an accessory building that gives information about the activity within the building, or gives directions to another area.
- R. **Sign Area.** The facing of a sign, including copy, insignia, background, and borders.
- S. **Temporary Sign.** A promotional sale sign, event sign, fund-raising signs, garage sale signs, or similar signs displayed no more than (30) days in a one-year period.
- T. **Wall Sign.** A sign attached to the exterior surface of a building.

After conducting a public hearing the Planning Commission reviewed the text amendments and would like to recommend to the Anthony City Commission with a 8-0 vote to amend the above mentioned text amendments to the Unified Development Code.

Blake LePard
Planning Commission Chairman



(First Published in the Anthony Republican on July 10, 2024) 1t

ORDINANCE NO. S-318

AN ORDINANCE AMENDING ARTICLE 16 – SIGN REGULATIONS OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ANTHONY, KANSAS.

WHEREAS, the Anthony Planning Commission determined that certain amendments to the Unified Development Code of the City of Anthony, Kansas, are necessary to deal with changing conditions with the City; and,

WHEREAS, the Anthony Planning Commission conducted a public hearing on the proposed amendments to the Unified Development Code of the City of Anthony, Kansas, on Tuesday, June 25, 2024; and,

WHEREAS, the Anthony Planning Commission recommends that the proposed amendments to the Unified Development Code of the City of Anthony, Kansas, be adopted by the governing body of the City of Anthony, Kansas;

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

Section 1: That the entirety of Unified Development Code of the City of Anthony, Kansas, shown as Article 16 of said Code, is hereby repealed and replaced with the following:

ARTICLE 16. SIGN REGULATIONS

Section 16-1	Purpose and Intent
Section 16-2	Permits Required
Section 16-3	Right of Appeal
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A. **General Provisions.** The purpose of these sign regulations is to accomplish the following:

1. To encourage the effective use of signs as a means of communication in Anthony and its extra-territorial area;
2. To maintain and enhance the aesthetic environment;
3. To improve pedestrian and traffic safety;

- 4. To minimize the adverse effect of signs on nearby public and private property; and,
- 5. To enable the fair and consistent enforcement of the sign regulations.

B. **Applicability.** No sign may be erected, placed, painted, established, or maintained in the City of Anthony except in conformance with the standards, exemptions and procedures set forth in this ordinance. Specifically, this section is intended to:

- 1. Establish a permit system to allow a limited variety of signs, subject to the standards and permit procedures contained herein;
- 2. Allow certain signs that are unobtrusive and incidental to the principal use of land;
- 3. Prohibit all signs not expressly permitted by this resolution;
- 4. Provide for the enforcement of these provisions.

Section 16-2 Permits Required.

A. **General Provisions.** Unless exempted by this ordinance, it shall be unlawful for any person to erect, construct, alter, relocate, or convert any sign or advertising device (as defined in this section) without first obtaining a sign permit, and the payment of the proper fee required by the governing body.

B. **Applications.**

- 1. Applications for sign permits shall be made on forms provided by the Zoning Administrator.
- 2. A set of plans, if requested, drawn to scale indicating the sign location, size, type, materials, method of illumination, colors and general layout are required; or integrated into site plans.
- 3. Other information as deemed necessary by the Zoning Administrator required to enforce this section.

Section 16-3 Right of Appeal.

A. **Appeal to the Board of Zoning Appeals.** If the zoning administrator determines that the proposed sign does not comply with all the requirements of this article, or other laws and ordinances of the City, or if the Planning Commission refuses to issue a sign modification, the applicant shall have the right of appeal to the Board of Zoning Appeals within 30 days of a final decision. The BZA may vary or waive any requirement of these provisions after finding a bona fide hardship.

Section 16-4 Exemptions.

A. **Exempt Signs.** The following signs shall be exempt from all fees and regulations, except that no sign shall be located in a public r.o.w. or create a traffic hazard.

- 1. Official signs erected by a city, or county, school district, State of Kansas, or the federal government.
- 2. Off-site signs erected for public information, safety or direction by any utility, authority, public service district, or construction company.
- 3. On-site signs, that are internally located within a complex of buildings, housing development, or institutional setting, that give directions to a building or area, building names, warnings, posters and signs on accessory buildings, or flags.

4. Signs specifically required by the codes, policies, or laws of the City of Anthony.
5. Reserved for future amendment.
6. Temporary signs (not portable) which include, but are not limited to: real estate and political signs less than 20 square feet, and auction signs less than 40 square feet.
7. Temporary price or sale signs for retail business establishments, but these shall not include portable or movable signs unless a permit is issued by the Zoning Administrator.
8. Signs used in conjunction with uses that have an agricultural purpose.

Section 16-5 Design, Construction and Maintenance of Signs.

A. **Design.** All signs designed, constructed, and maintained in accordance with the following standards:

1. Except for flags, and in certain cases temporary, window, and pricing signs, all devices shall be constructed of permanent materials and attached to a pole, sign structure, or a building. Specifically, signs may be constructed from wood, plastic, metal and/or masonry materials, or materials permitted after conditional review by the Planning Commission.
2. All signs shall be maintained in good visual order and safe structural condition and in compliance with all applicable provisions of the Uniform Building Code and this Unified Development Ordinance at all times.
3. All off-site signs, including billboards, shall bear the name and address of the sign owner.

B. **Abandoned or Unsafe Signs.**

1. Any sign (including its structure) located on a building or premises that becomes vacant or unoccupied for a period of one year or more, or any sign which pertains to time, event, or purpose which no longer applies, shall be deemed to be abandoned.
2. An abandoned sign shall be removed by its owner or the owner of the premises, and the facade or site shall be restored to its normal appearance.
3. If a sign has not been removed after the one-year limitation, the owner of record (of the property and/or sign) shall be notified in writing that the sign shall be removed within 30 days after the date of the notice. If the sign is not removed within 30 days, the City may remove such device and the costs assessed to the owner of the property. Uncollected removal costs shall be assessed with taxes.
4. If the Zoning Administrator finds that any sign or advertising device is unsafe, he/she shall notify the property owner in writing. If the sign is not removed within 30 days, the City shall remove such device and the costs assessed to the owner of the property. Uncollected removal costs shall be assessed with taxes.

C. **Previously Legally Conforming Signs.** Signs erected prior to adoption of this ordinance that, do not conform to the provisions this ordinance, shall be modified, or removed according to the following:

1. Nonconforming signs shall only be replaced with conforming signs or a sign that is more conforming.

2. Private signs within the R.O.W. shall be considered illegal. All such signs shall be removed from the R.O.W. without notice by the appropriate unit of government.
3. All signs legally conforming to the provisions of prior zoning ordinances, except those located within a R.O.W., shall be allowed to continue unchanged and unaltered except for normal and routine maintenance and safety improvements, or efforts to bring the sign into greater conformity.

Section 16-6 Temporary Signs--Portable Signs or Banners.

A. General Provisions. (See also Table 1)

1. Temporary signs for business advertising or special events may be issued a temporary permit for 30 days within any one year, see Table 1 to determine which zoning districts temporary signs are permissible in and if a permit is required. No temporary sign shall be placed in the R.O.W. or constitute a traffic hazard.
2. Temporary banners announcing an event or sale may be allowed for a period of 30 days in any one year; balloons, search lights, and other aerial devices may be allowed for a period of 30 days in any one year. Such devices shall be limited to twice per year and shall not require a sign permit. No banner shall be placed in the R.O.W. or constitute a traffic hazard.
3. Residential Districts. No temporary or portable signs shall be permitted in residential districts except for the following:
 - a. Temporary signs for business advertising for the business which has recently performed services to said residential property. In such case, the business sign can only be located on the property of service for a period of 30 days in any one calendar year. Signs cannot be located in the right of way. No permit required.
 - b. Temporary signs to announce residential garage sales or fundraisers can be located in the residential district. Garage sale and fundraiser signs must be located on the property of the activity unless permission has been granted otherwise by another residential property owner. Signs may only be posted during the activity and a maximum of one week in advance. Signs cannot be located in the right of way. No permit required.
 - c. Special Event signs for picnics, fairs, festivals, displays, community events can be located on any residential property with permission from that property owner for a period of 30 days in any one calendar year. Signs cannot exceed 20 square feet and cannot be located in the right of way. No permit required.

Section 16-7 General Restrictions and Prohibited Signs.

- A. **Placement Restrictions.** No sign shall be attached to any tree, fence, or utility pole, except signs issued or properly posted by a utility, public authority, or permitted rural use.
- B. **Prohibited Signs.** No sign shall be erected:
 1. At any location where, by reason of position, obstruction, shape, or color, it interferes with or obstructs the view of pedestrian or vehicular traffic.

2. That is portable or adapted from a portable sign, capable of being carried, wheeled, or moved from one location to another; except that a temporary permit may be issued for entertainment events, businesses promotion, or other such purposes for a maximum of 30 days in any one year.
3. That is an attention/attraction device not specifically allowed by these regulations.
4. That is a flashing or blinking sign (does not include digital sign devices).
5. That is a string of lights, except when used for decorative purposes during a holiday season.
6. That rotates or is animated, or consists of pennants, ribbons, streamers, sheets, spinners, or other moving devices - except a temporary or special events sign.
7. Temporary real estate and political signs greater than 20 square feet, and auction signs greater than 40 square feet
8. That projects into the public right-of-way.
9. Which, in the opinion of the Zoning Administrator, may be confused with an authorized traffic sign, signal, device, or emergency sign.

Section 16-8 Permitted Signs. Permitted signs for all district uses as listed in Table 1 - General Table of Signs.

TABLE 1 - Permitted Signs in All Districts							
Type	Max Size	Max Ht (ft.)	Max #	Min Setback	Permit Req.	Illum. Type	Notes
General Signs							
Real estate	20 sq. ft.	exempt		Not located in the r.o.w.	no	none	Not located on public property. On-site signs only
Political	20 sq. ft.	exempt		Not located in the r.o.w.	no	none	Not located on public property. On-site signs only
Lots for sale	20 sq. ft.	exempt		Not located in the r.o.w.	no	none	Not located on public property. On-site signs only
Auction	40 sq. ft.	exempt		Not located in the r.o.w. hazard	no	none	Not located on public property. On-site signs only
Construction	exempt	exempt		Not located in the r.o.w.	no	none	Repairs, contractors, or builders on-site only
TABLE 1 (cont.) - Permitted Signs in All Districts							

Type	Max Size	Max Ht (ft.)	Max #	Min Setback	Permit Req.	Illum Type	Notes
Future Building Site	exempt	exempt		Not located in the r.o.w	yes	none	Announces future building project Monument style only
Day care or adult care	8 sq. ft.	6 ft.		Not located in the r.o.w	yes	none	Monument style only
RESIDENTIAL ZONING DISTRICTS							
R-1, Single Family Residential District							
Home Occupations	8 sq. ft.	6 ft.	1	2' from the required yard setback	yes	external	Monument or attached to building
Subdivision name	16 sq. ft.	6 ft.	1	1 ft. from r.o.w.	yes	external	Monument only
Temporary Signs	See Section 16-6 A.3	See Section 16-A.3	See Section 16-A.3	Not located in the r.o.w.	no	none	See Section 16-6 A.3
R-2, Multi-Family Residential District & MHP,							
Name plate for building	4 sq. ft.				no		per building
Place name - gives name of apartment complex	24 sq. ft.	6 ft.	1	Not located in the r.o.w. and cannot create a traffic hazard	yes	external	Monument style only - name of apartment complex
Business	24 sq. ft.	8 ft.	2	Not located in the r.o.w. and cannot create a traffic hazard	yes	external	1 monument per building and 1 wall sign (per business)
MH Park	16 sq. ft.	8 ft.	1	Not located in the r.o.w. and cannot create a traffic hazard	yes	external	Monument or pole
Temporary Signs	See Section 16-6 A.3	See Section 16-A.3	See Section 16-A.3	Not located in the r.o.w.	no	none	See Section 16-6 A.3

TABLE 1 (cont.) - Permitted Signs in All Districts							
Type	Max Size	Max Ht (ft.)	Max #	Min Setback	Permit Req.	Illum Type	Notes
COMMERCIAL ZONING DISTRICTS							
B-1, Central Commercial District							
Free-standing monument or kiosk	32 sq. ft.	8 ft.	1	Not located in the r.o.w. and cannot create a traffic hazard	yes	external	1 monument or kiosk sign per principal building
Wall sign principal building	30 % signable area		1		yes	external or internal	1 sign per wall facing a r.o.w.
Wall sign - individual business	16 sq. ft.		1		yes	external	1 logo or location sign per business
Wall sign - accessory building - information only	8 sq. ft.		1			external	1 sign per accessory building
Canopy sign	35 % of canopy				no	external	
Window sign	30 % of window				no	external or internal	
Temporary sign or banner	40 sq. ft.			Not located in the r.o.w. and cannot create a traffic hazard	yes	external	One temporary sign or banner, or portable sign for the principal building for 30 days maximum
B-2, General Commercial District							
Free-standing monument or kiosk	48 sq. ft.	12 ft. or height of principal building	1 1	1 ft. from r.o.w. 1 ft. from r.o.w.			
Free-standing pole	48 sq. ft.	12 ft. or height of principal building	1	1 ft. from r.o.w.	yes	internal or external	1 pole sign per principal business or occupant

TABLE 1 (cont.) - Permitted Signs in All Districts							
Type	Max Size	Max Ht (ft.)	Max #	Min Setback	Permit Req.	Illum Type	Notes
Wall sign - principal building	30 percent signable area		1		yes	external or internal	1 sign per each wall facing a r.o.w.
Wall sign - individual business	16 sq. ft.		1		yes	external	1 logo or location sign per business
Wall sign - accessory building - information only	8 sq. ft.		1		no	external	1 sign per accessory building
Canopy or overhang sign	50% of canopy				no	external	
Window sign	30% of window				no	external or internal	
Temporary sign or banner	40 sq. ft.			Not located in the r.o.w. and cannot create a traffic hazard	yes	external	One temporary sign or banner, or portable sign for the principal building for 30 days maximum
MANUFACTURING DISTRICTS							
I-1, General Industrial District							
Free-standing monument or kiosk	48 sq. ft.	12 ft. or height of principal building	1	1 ft. from r.o.w.	yes	internal or external	1 monument sign per principal building
Free-standing pole	48 sq. ft.	12 ft. or height of principal building	1	1 ft. from r.o.w.	yes	internal or external	1 pole sign per principal building
I-2, Heavy Industrial District							
Free-standing monument or kiosk	48 sq. ft.	12 ft. or height of principal building	1 max	1 ft. from r.o.w.	yes	internal or external	1 monument sign per 200' of street frontage
Free-standing pole	48 sq. ft.	12 ft. or height of principal building	1	1 ft. from r.o.w.	yes	internal or external	1 pole sign per principal building

TABLE 1 (cont.) - Permitted Signs in All Districts							
Type	Max Size	Max Ht (ft.)	Max #	Min Setback	Permit Req.	Illum Type	Notes
Rural Signs (A-1 Agricultural District)							
Off-Site Signs - Directional							
Schools	16 sq. ft.	6 ft.	2	No sign may be placed in the r.o.w or erected so as to create a traffic hazard	no	no	Monument
To a Farm or Ranch	exempt		2		no	no	Monument
Marina	16 sq. ft.	6 ft.	2		yes	no	Monument
Historic	exempt		no limit		no	no	Monument
Hunting	exempt	6 ft.	no limit		no	no	Monument
Adult Rec.	16 sq. ft.	6 ft.	2		yes	no	Monument
Church	16 sq. ft.	6 ft.	2		yes	no	Monument
Municipal Welcome	16 sq. ft.		no limit				
Farm Clubs	exempt				yes	indirect	Monument
Societies	exempt				no	no	Monument
Livestock	exempt				no	no	Monument
Animal Feeding Operation	exempt				no	no	Monument
Farm Sales	exempt	6 ft.			no	no	Monument
A-1 Businesses	8 sq. ft.		1		yes	no	Monument
Cemetery	exempt				no	no	Monument

TABLE 1 (cont.) - Permitted Signs in All Districts							
Type	Max Size	Max Ht (ft.)	Max #	Min Setback	Permit Req.	Illum Type	Notes
On-Site Signs							
Church	16 sq. ft.	6 ft.	1	Not in the r.o.w. and not a traffic hazard	yes	none	Monument
Organizations	16 sq. ft.	6 ft.	1		no	none	Monument
Clubs Societies	16 sq. ft.	6 ft.	1		no	none	Monument
Private Camps	16 sq. ft.	6 ft.	1		yes	none	Monument
Livestock	exempt	exempt	-		no	none	-
A-1 Businesses	16 sq. ft.	6 ft.	1		yes	none	Monument
Adult Recreation	16 sq. ft.	6 ft.	1		yes	none	Monument
Seed Signs	exempt	exempt	-		no	none	-
Produce	exempt	exempt	-		no	none	-
Farm Demo. Signs	exempt	exempt	-		no	none	-
Feedlot	exempt	exempt	-		no	none	-
Farm/Ranch	exempt	exempt	-		no	none	-
Farm Names	exempt	exempt	-		no	none	-
Postings	exempt	exempt	-		no	none	-
Farm Awards	exempt	exempt	-		no	none	Monument
Roof or wall graphics	exempt	exempt	-		no	none	-
BILLBOARDS/OFF-SITE SIGNS							
General Billboard/Off Site Signs	See Section 16-12	See Section 16-12	See Section 16-12	5-foot from required setback	yes	external	See Section 16-12

Section 16-9 Modification of Sign Rights.

- A. **Permitted Modifications.** The purpose of these sign regulations is to accomplish the following:
 1. The Planning Commission is hereby empowered to modify the number, type, size, and placement of all signs in all districts to adjust for practical difficulty and hardship.
 2. Practical difficulty shall mean, but is not limited to, changes in grade and slope; distance of principal buildings from roads; speed of traffic; public safety; and the need for advertising visibility due to multiple frontages.

3. Hardship shall mean, but is not limited to, non-flexible requirements arising from franchises, registered trademarks, or product logos.
4. A request for a sign modification may be heard at any regular meeting for the Planning Commission. All applicants requesting modifications shall submit sketches or drawings of the sign, a location map, sizes and coloration of the sign, and written justification for the change.

Section 16-10 Administrative Modifications of Signs.

- A. **Permitted Modifications.** The Zoning Administrator is hereby empowered to make administrative adjustment to signs rights under the following guidelines.
 1. Any sign may be increased in area by a maximum of 10 percent to adjust for visibility.
 2. Any sign may be increased by 10 percent in height to account for changes in elevation between the road and the principal building.
 3. The Zoning Administrator may designate an exact location for any sign that, in their opinion, is a hazard to traffic or public safety.

Section 16-11 Transfer of Sign Rights.

- A. **Permitted Transfers.** Property owners/operators located off main roads, grouped together in one building, or clustered in individual buildings on one site may wish to exercise their signage rights in a manner not permitted in Table 1 above. The following rules shall govern the transfer of signage rights:
 1. A use that does not front on a main road may transfer pole or monument signage rights to property located on a main or frontage road.
 2. Multiple uses on one-site may transfer all or part of their monument or wall sign rights to a single on-site monument, kiosk, or pole sign.

Section 16-12 Billboard/Off-Site signs.

- A. Billboard/Off-Site signs shall be subject to the following guidelines:
 1. Billboard/Off-Site signs along state or federal highways must receive prior approval from the Kansas Department of Transportation before a local zoning permit can be issued.
 2. Billboard/Off-Site signs are permitted along North LL& G Street from Main Street to Garfield Street, and along East and West Main Street with a maximum height of 15 feet and a sign area of 60 square feet.
 3. Billboard/Off-Site signs are permitted along North LL& G Street north of Garfield Street, with a maximum height of 30 feet and a sign area of 300 square feet.
 4. A total of 2 billboard/off-site signs shall be permitted along North LL& G Street North of Garfield.
 5. Billboard/Off-Site signs shall be separated a minimum distance of 600 feet from another billboard/off-site sign. An exception to this requirement is permitted on North LL&G north of Garfield in which 2 billboards/offsite signs may be closer than 600' apart only if they are located on the same sign pole and when the combined height of both signs does not exceed the maximum height allowed.

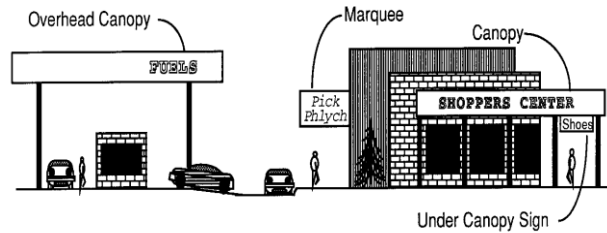
6. No Billboard/Off-Site signs shall be permitted in residential zoning districts.
7. All billboards/offsite signs are required to provide property owner permission prior to approval.

Section 16-13 Misc. Sign Controls.

- A. **Applicability.** For non-residential uses not controlled by other sections of this sign ordinance, including institutional uses, one monument and one wall sign shall be permitted by right.

Section 16-14 Sign Definitions.

- A. **Awning.** A non-illuminated sign painted on or attached to a fabric cover on a metallic frame. Only individual letters and/or logos may be attached to, painted, stenciled, or otherwise placed on these devices. A letter on an awning or canopy can be no more than six (6) inches high. A logo shall not exceed 10% (ten percent) or six (6) square feet whichever is less.
- B. **Billboard/Off-Site Sign.** A sign which directs attention to a business, commodity, service, or entertainment conducted, sold, or offered at a location other than the premises on which the sign is located or to which it is affixed. No such sign shall be attached to a stationary vehicle or a portion thereof which is intended for public display on a zoning lot.
- C. **Free-Standing Sign.** A sign self-supported by a pole or post and not attached to any building, wall, or fence, but in a fixed location.
- D. **Glaring Illumination.** Light of such brilliance and so positioned as to blind or impair the vision or affect the aesthetic value of the area.
- E. **Ground Sign.** An outside sign identifying a development businesses, services, or homes (such as a shopping area or housing development) made of brick, masonry or stone the bottom of which is attached directly and permanently to the ground and physically separated from any other structure.
- F. **Kiosk.** A free-standing structure designed to provide advertising space for two or more activities or businesses on a single premises or group of contiguous premises.
- G. **Illumination.** (Internal) An internally-illuminated sign one with the light source concealed or contained within the graphic itself, and which becomes visible in darkness by shining through a surface. (External) A sign illuminated by lights attached to the sign or placed on the ground or building.
- H. **Marquee.** A sign painted on, attached to, or consisting of interchangeable letters on the face of a permanent overhanging shelter which projects from the face of a building. Letters or symbols shall not exceed fifteen (15) inches in height. A minimum clearance of ten (10) feet above the ground/sidewalk level shall be required.



- I. **Official Business Directional Sign.** A sign erected and maintained within the public right-of-way, to indicate to the traveling public the route and distance to public accommodations, facilities, commercial services, and points of scenic, historical, cultural, recreational, educational, or religious interest. Such signs must be for official business erected by a public entity and shall conform to all applicable state regulations regarding the placement of signs in public rights-of-way.
- J. **Political Sign.** Any sign that advertises a candidate or an issue which is to be voted on in a local, state, or federal election process.
- K. **Portable Sign.** A sign not designed or intended to be permanently affixed into the ground or to a structure.
- L. **Projecting (Wall Sign).** An outdoor sign not exceeding twelve (12) square feet in size which is attached to a wall at a right angle.
- M. **Promotional Sale Sign.** A banner promoting products, goods, or services.
- N. **Public Way.** Any way designed for vehicular or pedestrian use and is maintained with public funds.
- O. **Safety Control Signs.** Warning, control, OSHA, or required public safety signs.
- P. **Sign.** A sign is an object, device, or structure, or part thereof other than a flag, situated outdoors, visible from a public way, which is used to advertise, identify, display, direct or attract attention to an object, person, institution, organization, business, product, service, event, or location, by any means including words, letters, figures, design, symbols, fixtures, colors, illuminations, or projected images. Each side, or face, shall be considered one sign. However, if both sides are covering the same square footage back-to-back (or V-shaped) of viewable area and are facing opposite directions of travel, these two faces together shall be considered one sign in this scenario. When two sign faces meet the criteria to be one sign, only the square footage from one side, or face, shall be used in calculating the total sign area for that face.
- Q. **Sign - Information.** (for accessory structure) A sign placed on the wall of an accessory building that gives information about the activity within the building, or gives directions to another area.
- R. **Sign Area.** The facing of a sign, including copy, insignia, background, and borders.
- S. **Temporary Sign.** A promotional sale sign, event sign, fund-raising signs, garage sale signs, or similar signs displayed no more than (30) days in a one-year period.
- T. **Wall Sign.** A sign attached to the exterior surface of a building.

Section 2: All other Ordinances in conflict herewith are hereby repealed and replaced with Ordinance S-318.

Section 3: The City Clerk shall make proper publication of this Ordinance, which will be published once in the official City newspaper, and will be effective after said publication.

APPROVED AND ADOPTED at Anthony, Kansas, this 2nd day of July 2024.

Gregory Cleveland, Mayor

ATTEST:

Cyndra Kastens, City Clerk/Administrator

Sunrise 2nd Addition Lot Purchase Offer and Application

This Lot Purchase Application, if signed and submitted to the City of Anthony, Kansas (City), constitutes an offer to purchase a lot in the Sunrise 2nd Subdivision in Anthony, Kansas, for the sum of \$1.00, for the purpose of constructing a single-family home pursuant to the terms and conditions of the City’s standard Lot Purchase Agreement, and in accordance with the Sunrise 2nd Addition Residential Covenants and Restrictions. If you wish to purchase more than one lot, you should submit a separate application for each lot. The submission of this application and supporting documentation does not commit the City to sell or transfer the subject lot.

1. Name of Applicant(s): _____
 A. Address: _____
 B. Telephone: _____
 C. Email: _____

2. Legal Description of the Lot Applying to Purchase:

3. General Contractor/Builder: _____
 A. Address: _____
 B. Telephone: _____
 C. Email: _____

4. Subcontractor(s) (if known): _____

5. Applicant represents that, if Applicant’s offer to purchase a lot is accepted by the City, Applicant intends to construct a single-family home on the purchased lot. Copies of the following documents for proposed single-family home must be attached to the submitted application:

*Applicant
Initials*

- | | | |
|----|---------------------------------|-------|
| 1. | Proof of Financing | _____ |
| 2. | Executed Lot Purchase Agreement | _____ |
| 3. | Site Layout | _____ |

6. ____ (*Initials required.*) Applicant represents that Applicant has adequate funding and financial ability and capacity to undertake and finance the proposed construction of the single-family home. A description of the source and sufficiency of funding to complete the project must be attached to this submitted application as a receipt of proof of financing.

7. ____ (*Initials required.*) Applicant represents that Applicant does not own or have any interest in other property located in Harper County, Kansas that has delinquent taxes, unpaid special assessments, or un-remediated code violations.

8. ___ (Initials required.) Applicant represents that, if Applicant enters into a Lot Purchase Agreement with the City, Applicant intends to diligently pursue a building permit for the construction of the single-family dwelling, and to diligently pursue the completion of construction within 365 days of the start of construction.

9. Applicant furnishes the following references who are personally known to applicant and have knowledge of applicant's ability to enter into and perform the terms and conditions of a Lot Purchase Agreement.

Financial institution reference:

- A. Name: _____
- B. Address: _____
- C. Telephone: _____
- D. Email: _____

Business or personal reference:

- A. Name: _____
- B. Address: _____
- C. Telephone: _____
- D. Email: _____

10. List addresses of work similar in scope performed by General Contractor/Builder in previous five years.

- A. _____
- B. _____
- C. _____

I certify that I am authorized to execute this Application and any subsequent agreement on behalf of the Applicant. I further understand that if there are material omissions of information requested by this Application or deliberately false answers, the City may revoke any permit it has granted in reliance on the answers provided by on this Application and/or terminate any Lot Purchase Agreement entered into with Applicant in reliance on the information contained in this Application.

Signature of Applicant(s): _____ Date: _____

Signature of Co-Applicant: _____ Date: _____

Title(s) (if applicant is an entity)

LOT PURCHASE AGREEMENT

This Lot Purchase Agreement (“Agreement”) is made and entered into this _____ day of _____, 20____, by and between the City of Anthony, Kansas (“Seller”), and _____ (“Buyer”).

WHEREAS, Seller is the owner of certain lots within the Sunrise 2nd Addition, in the city of Anthony, Kansas (“Subdivision”);

WHEREAS, Seller wishes to incentivize private development of single-family homes in the Subdivision;

WHEREAS, certain covenants and restrictions have been filed against the lots in the Subdivision, which are attached hereto and made a part hereof, and

WHEREAS, Buyer desires to acquire a lot and build a single-family home in the Subdivision, in accordance with the covenants and restrictions and subject to the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, and in consideration of the covenants contained herein the parties agree as follows:

1. PROPERTY TO BE SOLD: Seller does hereby agree to sell and convey to Buyer by a good and sufficient **Special Warranty Deed**, and Buyer does hereby agree to purchase from Seller, for the following described real estate, situated in Harper County, Kansas, to-wit (the “Property”):

[insert legal description of lot]

2. PRICE: In consideration of conveyance of the Property to Buyer, Buyer hereby agrees to pay Seller the sum of \$1.00, and to comply with the terms and conditions contained herein.

3. TITLE EVIDENCE: Buyer is responsible for procuring any title evidence for the Property Buyer desires at Buyer’s expense. Buyer is responsible for the costs of any action required to satisfy any title requirement.

4. TITLE: **Upon closing**, Seller shall convey the Property to Buyer by **Special Warranty Deed** which warrants that the Property is free from any mortgage, lien, taxes, rights of parties in possession and any other encumbrance created by Seller, or occurring during the period that Seller has owned the Property. **OR: Upon closing, Seller shall execute and furnish a Deed conveying said Property to Buyer. The Seller makes no representation concerning the marketability of the title thereto. Seller warrants free and clear title.**

5. CONDITION OF PROPERTY: Buyer has inspected the property and is aware of its

condition, location, boundaries, and the existence of alleys, easements, and public roads. Buyer accepts the property in its present condition.

6. BUYER'S OBLIGATIONS: The following obligations are specifically required of Buyer and these obligations, together with all other terms of this Agreement that are to be performed by Buyer after closing, shall survive the closing, to-wit:

a. Required Plans: Buyer agrees to construct a single-family residence on the Property and to submit a building permit application for prior approval of such construction. Site plan, drainage plan, elevation of the lowest floor and adjacent grades, stamped construction drawings, and any other information required by the Developmental Services office of the City of Anthony shall be required to accompany the building permit application.

b. Restrictions: Buyer shall comply in all respects with the Covenants and Restrictions recorded against the Subdivision, a copy of which is attached hereto.

c. Home Size: The ground floor (*Question: ground floor or "gross living area"?*) of the finished single-family home shall be no less than 1,200 square feet. Garages, porches, breezeways and patios are not included in the calculation of finished square footage.

d. Prompt Construction: A city building permit shall be obtained prior to commencement of construction. Construction must commence no later than 6 months from the date of execution of this agreement ~~and within forty five (45) days of closing.~~ Construction must be completed and a certificate of occupancy issued within 365 days of ~~securing the zoning permit~~ the start of construction. For good cause shown, Seller may grant up to two (2) forty-five (45) day extensions of the ~~above time limits~~ deadline to receive an occupancy permit. Seller has sole discretion to grant or deny extensions. All contractors and sub-contractors are required to be licensed with the City of Anthony and pull their own respective permits.

e. Site Improvement and Inspection Costs: Buyer shall be responsible for all costs associated with any improvements and any covenant or code requirements for improvements of the Property, as well as the costs for required inspection services to verify construction code compliance. Buyer further acknowledges and agrees that the dwelling and all other improvements constructed on the Property shall be subject to inspection by a licensed qualified inspector of Seller's choosing and must pass such inspection. In the event any such improvements do not pass such inspection; Buyer shall be obligated to make such repairs and improvements as necessary to pass inspection. All costs of inspection shall be paid by Buyer. Said inspection costs can be passed to the Builder if mutually agreed by Buyer and Builder.

7. BREACH: In the event Buyer breaches this Agreement then Seller may elect such remedies as provided by law or this Agreement, as Seller in its sole discretion deems appropriate, including but not limited to requiring Buyer to reconvey Property title back to Seller. Any costs and fees, including attorneys' fees, incurred by Seller in enforcing this Agreement or seeking remedies

for breach shall be the responsibility of Buyer. In such case, this agreement shall be rendered null and void, where upon all rights of the Buyer hereunder shall terminate, and the Seller shall be entitled to exclude Buyer from the premises and retain possession of said real estate and enter into an agreement with another Buyer to complete development of the premises. Upon said election, all parties shall be released from further liability hereunder.

8. REAL ESTATE TAX: Real estate taxes for the year immediately preceding the closing date, and all prior years, are the responsibility of Seller. Real estate taxes for the year of the closing and thereafter shall be prorated to date of closing shall be the responsibility of the Buyer. Seller hereby discloses to Buyer that the Property is subject to special assessments in the amount of \$0.00 or is located in an improvement district created pursuant to K.S.A. 12-601 et seq. or K.S.A. 12-6a01 et seq., or both. By signing below, Buyer acknowledges that Buyer is aware of such special assessment or that the Property is located in an improvement district created pursuant to such statutes. *(Question: Is the specials language needed since there are no specials)*

9. TITLE RESTRICTIONS AND RESERVATIONS: Seller shall convey title to the Subject Real Estate to Buyers free of all encumbrances, except easements and restrictions of record, and subject to the following restrictions and reservations:

- a. reserving unto Seller all oil, gas and other minerals on, under or otherwise appurtenant to the Subject Real Estate;
- b. the Sunrise 2nd Addition Residential Covenants and Restrictions and the City's Unified Development Code Book;
- c. Buyers, their heirs, successors, personal representatives and assigns shall be responsible for the maintenance of the shoreline of the lake abutting the Subject Real Estate;
- d. Should Buyer fail to meet the terms of this Agreement, then the transfer of the above-described real estate shall be rendered null and void and Buyer shall convey the real estate back to the City of Anthony by warranty deed. A deed sufficient for this purpose shall also be signed at the time of closing and maintained by the escrow agent and filed to reclaim ownership of the land to the City of Anthony should the Buyer fail to meet these terms. Costs for escrow agent to maintain deed for the duration of the project shall be the responsibility of the Buyer. *Is Real Estate the correct term here to include land and improvements (since part of a house could be constructed or materials abandoned on site) or should this just be Property/Lot/land?*

10. FINANCING: Financing for this Development is provided by (bank name and address) _____.
If Buyer fails to meet the terms of this Agreement, the Financer has first option to take ownership of the improvements of the real estate subject to the terms of this Agreement. *(Brandon, is this needed due to mortgage rights?)*

11. ESCROW AGENT: Security First Title Company is designated as the escrow agent. Both parties will sign necessary escrow documents and keep the escrow agent reasonably

informed.

12. CLOSING AND COSTS: It is understood and agreed between the parties hereto that time is of the essence of this Agreement, and that this transaction shall be closed on or before _____, 202____, at the office of the Escrow Agent. Buyer shall pay for the fee of the Escrow Agent and for the costs of closing including recording the transfer deed and preparation and filing of any other document required to pass good title.

13. POSSESSION - RISK OF LOSS: Except as otherwise provided, possession and risk of loss shall pass to Buyer at the time of closing.

14. MEGAN’S LAW DISCLOSURE: Kansas law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you, as the buyer, desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local sheriff’s office.

15. AGENCY DISCLOSURE: Buyer and Seller represent and warrant to the other that they have not engaged a broker or finder in connection with the purchase of the Property. *(Does Heartland’s Agreement count here to warrant different disclosure? We agreed that Klausmeyer pays Heartland \$3,000 for each contract they enter into to build a home. However, the contract says it’s between Heartland and Klausmeyer and city is not obligated to assist in procuring the fees. Is disclosure warranted?) Thought of a statement to include here if necessary: Seller procured a project Builder, Klausmeyer Construction, through Heartland Partners, LLC. Klausmeyer Construction has the first right to meet the needs of potential applicants to build in Sunrise 2nd Lots 1-16 Block 5. If Klausmeyer Construction cannot meet those needs, applicants can secure services of outside Builders. I didn’t say anything about the \$3,000 because it’s between the on how to pay that, but I wasn’t sure.?*

16. NONASSIGNABLE: This agreement may not be assigned by Buyer. ~~without the written approval of Seller.~~

17. NOTICES: Any notice required or necessary between the parties shall be in writing and given to the Seller, c/o City Administrator, 124 S. Bluff, Anthony, Kansas 67003, and to the Buyer at the address shown under Buyer’s signature on this Agreement.

18. COUNTERPARTS: This Agreement may be executed in counterparts which when taken together will constitute one instrument. Any copy of this Agreement with the original signatures of all parties appended will constitute an original.

19. BINDING EFFECT: The terms and provisions hereof shall extend to and be binding

upon the heirs, executors, administrators, devisees, legatees, trustees and assigns of the respective parties hereto.

20. EXCLUSIVE LAW AND VENUE: Developer agrees that this Agreement shall be governed by Kansas law and consents to the exclusive jurisdiction and venue of the Harper County, Kansas District Court for any dispute that may arise out of, or under, this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first written above.

“BUYER” (Notarized Signature Required)

Name: _____
Address: _____
Email: _____

Name: _____
Address: _____
Email: _____

NOTARY
State of Kansas
County of Harper

This instrument was acknowledged before me on _____ by _____, a _____ individual.

Signature

Notary Name:
Notary Title:

My commission expires:

“SELLER”

Approved this ____ day of _____, 20____, by the Governing Body of the City of Anthony, KS.

City of Anthony, Kansas

By: _____
Greg Cleveland, Mayor

ATTEST:

Cyndra Kastens, City Clerk

SUNRISE 2ND ADDITION RESIDENTIAL COVENANTS AND RESTRICTIONS

These Covenants and Restrictions ("Covenants") are made this ___ day of _____, 2024, by the City of Anthony (the "City").

WHEREAS, the City, as owner of the lots legally described in the attached and incorporated Exhibit A ("Development"), desires to place covenants and restrictions on said property for the purposes of (i) enhancing and protecting the value, desirability, and attractiveness of the Development, (ii) to prevent the erection of poorly designed or proportioned improvements in the property; (iii) to insure that all improvements are built with proper and suitable materials; (iv) to encourage and insure the erection of attractive residential single-family dwellings; (v) increasing the public benefit to be derived from the Development; (vi) promoting the efficient development of the Development, and (vii) promoting the public health, safety, and welfare.

WHEREAS, these Covenants shall run with the Development and shall be binding upon all parties having or acquiring any right, title, or interest in the Development, or any part thereof, and shall insure to the benefit of each owner thereof.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the City and future owners, the City places the following restrictions, conditions and covenants upon said Development:

ARTICLE I. DEFINITION OF TERMS

- 1.01. **“Architectural Control Committee”** shall mean the Special Housing Committee appointed by the City of Anthony Governing Body and the City Appointed First-Right Builder. The Governing Body or other board designated by the City may serve as the Architectural Control Committee in the absence of a Special Housing Committee. The Governing Body shall have ultimate decision-making authority in the event Architectural Control Committee decisions are challenged.
- 1.02. **“City”** shall mean the City Commission of the City of Anthony, Harper County, Kansas.
- 1.03. **“Improvement”** shall mean and refer to any alteration, thing or device the placement of which upon any Lot may affect the appearance of such Lot including, by way of illustration and not limitation, any building, garage, porch, shed, greenhouse, bathhouse, covered or uncovered patio, outdoor kitchen, awning, swimming pool, clothes line, radio or television antenna, satellite dish, pergola, trellis, fence, paving, wall, hedge, shrubbery, trees, signboard or any temporary or permanent alteration of any Lot. The term “Improvement” shall also mean any mound, bank, excavation, fill,

ditch or other thing or device which affects or alters the natural flow of surface water from, upon or across any Lot, or which affects or alters the natural flow of surface water from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot, and any change in grade or any Lot from that existing at time of purchase of the Lot by each Owner.

- 1.04. “Lot” shall mean and refer individually by lot to **Lots 1 through 16, Block 5; in the Sunrise 2nd Addition to the City of Anthony, Harper County, Kansas.**
- 1.05. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot or Lot(s), including contract sellers, but excluding persons or entities having interest merely as security for the performance of an obligation.
- 1.06. “Property” shall mean and refer to all real property **on the west side of West Avenue** within the **Sunrise 2nd Addition to the City of Anthony, Harper County, Kansas.**
- 1.07. “Residential Dwelling” shall mean an improvement erected and maintained in conformance with these Covenants for private residential purposes and designed for occupancy by a single family. It shall not mean or refer to any apartment, flat, duplex or other multi-family dwelling even though intended for residential purposes.

ARTICLE II. USE, OCCUPANCY AND CONDUCT RESTRICTIONS

- 2.01. **Use of the Property; Compliance with Plat.** No Improvement shall be erected, altered, placed or permitted to remain on **any** Lot other than a Residential Dwelling designed for private use and occupancy, along with a private garage and other improvements incidental to single-family residential use. No portion of the Property shall be used for other than residential use except for sales and development activities of the Property by the City and its successors, assigns, agents, employees, representatives and contractors. Each Improvement shall comply with the minimum front, back and side setback requirements for residential zoning districts and all other requirements shown on the recorded plat of the Property, or as otherwise specified by the City and shall comply with the requirements of any applicable law, code, ordinance, rule or regulation. **In addition, the front of the primary residential structures shall face east and shall be located 50’ west of the east property line of each lot, designating a uniform neighborhood building front line of 50’ setback from the property line.**
- 2.02. **Minimum Size of Dwelling.** Each lot shall be restricted to a maximum of one primary single-family residence structure. The **ground floor** of the residence structure shall contain finished square footage of no less than **one thousand two hundred (1,200) square feet.** Garages, porches, breezeways and patios are not included in the calculation of finished square footage.
- 2.03. **Garages, Driveways and Accessory Structures.** All residences shall have a **minimum two-car** attached or built-on garage. Connection with the residence may be by breezeway. A concrete driveway shall be built from the street to the garage at a width equal to the width of the entire garage. The garage shall be built with the same exterior finish as the residence.

Accessory structures may be built in the rear yard of the residence and shall be subject to review and approval of the Architectural Control Committee.

If fencing is desired, the fence shall be of wood, polyvinyl, wrought iron, or chain link construction. No fence is allowed in a front yard. Fences shall not exceed six feet in height. Fences shall be subject to review and approval of the Architectural Control Committee. *Since we have zoning, does Arch Committee have to approve?*

2.04. Site Plan. A site plan must be provided to the Architectural Control Committee for review and approval as a condition to the issuance of any city permits. The plan is a comprehensive sketch or drawing showing the location of the dwelling, fences, outbuilding and trees and shrubs on the lot, together with a copy of the stamped construction drawings and shall include a description of building products to be used and color scheme. *(Stamped yes or no).*

2.05. Construction Period. Construction of a new Residential Dwelling shall begin within six (6) months of entering into a Lot Purchase Agreement of an undeveloped Lot from the City. Every dwelling shall be constructed, completed, and receive an occupancy permit within no more than 365 days after the start of construction; provided, however, that upon written request by an Owner that has commenced and is diligently pursuing completion of construction, the Architectural Control Committee may grant up to two (2) forty-five (45) day extensions of the deadline to receive an occupancy permit.

2.06. Utility Service. All new utilities shall be placed underground, except for temporary services during construction.

2.07. Parking and Storage. ~~No boats, campers, recreational vehicles, trailers, mobile homes, pickup campers, unlicensed or inoperable vehicles, unused building material, or any other material shall be kept, stored or otherwise maintained on any of the lots unless enclosed in a garage or an accessory structure. A guest of an owner may park a mobile home vehicle, camper or trailer upon the property while visiting such owner for a period not to exceed seven (7) days. Owners shall not allow guests to park such campers more than three (3) times in any calendar year. Default to city code~~

2.08. Landscaping. Upon completion of a Residential Dwelling on a Lot or as soon as practicable and appropriate thereafter, Owner shall:

a) plant or sod a fescue grass lawn on the entire front of the Lot from the front property line to the Residential Dwelling, ~~excluding the areas on which approved Improvements are constructed;~~

b) No Bermuda grass; artificial turf or rock yards are permitted.

2.09. Drainage. Upon completion of any Residential Dwelling Improvement on a Lot, Owner shall cause such Lot to be graded so as to strictly comply with drainage guidelines, standards and plans concerning water drainage from such Lot to other Lots and/or the City right-of-way or reserved areas identified on the plat as such guidelines, standards and plans are established by the City of Anthony and/or Harper County.

2.10. Excavations. No excavations, except such as are necessary for the construction of a Residential Dwelling or Improvements, shall be permitted on any Lot without prior written consent of the Architectural Control Committee.

2.11. Prohibited Improvements and Uses. No trailer, trailer house, mobile home, modular home, used home, secondhand home or previously constructed building or outbuilding may be moved, placed,

parked or used, upon the Property nor permitted to remain upon the Property. No garage, tent, shack, temporary structure, outbuilding or other Improvement, except a Residential Dwelling and an accessory dwelling unit as approved by the Architectural Control Committee, may be used at any time for human habitation nor converted into apartments, rental or living quarters. No external antennas, satellite dishes (except digital satellite system discs not to exceed 30 inches in diameter which are permitted), permanent clothes lines, poles, towers or wires shall be erected or maintained on the Property. All utility and phone lines shall be underground.

- 2.12. Trash; Storage.** No trash, ashes, dirt, sand, rock, brick, lumber or other construction material or refuse shall be thrown, dumped or maintained on any Lot in the Property. All trash containers shall be stored out of sight except on days when trash pick up is scheduled. No machinery shall be placed or operated upon any Lot, except such machinery as is usual in the maintenance of a private residence or as is appropriate to and during construction of Improvements on the Property in accordance with these Covenants.
- 2.13. Model Homes.** Notwithstanding any other provision herein to the contrary, any Lot or Residential Dwelling owned by the City or others so authorized by the City may be used for a model home.
- 2.14. Approved Builder.** All Residential Dwellings and Improvements constructed upon a Lot shall be constructed by a contractor licensed by the City of Anthony and expressly approved by the City prior to or at the time of approval of plans by the Architectural Control Committee.
- 2.15. Pipes, Water Wells.** No pipe, gas pipe, sewer pipe or drainage pipe be installed or maintained on any Lot above the surface of the ground, except hoses used for irrigation purposes. No portion of the Property shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth, nor shall any other improvement or activity relating thereto be permitted or allowed to remain in or on any portion of the Property.
- 2.16. Exterior Colors Schemes.** All initial exterior color schemes shall be approved in advance by the Architectural Control Committee. Approval shall not be unreasonably withheld.
- 2.17. Leasing Restriction.** Except as otherwise authorized by a waiver granted by the City as specifically enumerated herein, no owner of a Lot shall rent or lease such Lot or any portion of a Lot for business, speculative investment or any other purpose, including but not limited to short-term rentals, including but not limited to “Airbnb” or “Vrbo” (the “Lease Restriction”). The City, in its sole discretion may grant a waiver to the Lease Restriction for any hardship situation that may require temporary leasing such as a call to military service, a temporary job transfer or a family illness that forces an owner to move for a limited period of time. Any waiver granted under this provision must be in writing, signed by the City, and shall expire within one (1) year of being granted unless otherwise extended in writing by the City. Nothing in this paragraph shall prevent the owner of a lot from renting the home as a long-term traditional residential rental.
- 2.18. Solar Panels.** Solar panels shall only be installed on the rear portion of the roof of the residence, not visible from the front of the residence, and no solar panel shall be installed without prior written approval from the Architectural Control Committee.
- 2.19. Pools, Recreation Equipment.** Swimming or other pools and other recreational equipment shall not be located in the front or side yards of the Residential Dwelling, with the exception of basketball goals.

2.20. Restrictions Not Exclusive. The covenants and restrictions contained herein shall not be taken as permitting any action or thing prohibited by applicable zoning laws, or the laws, rules or restrictions imposed by any deed or the recorded plat of the Property. In the event of any conflict, the most restrictive provision of any such law, rule, regulation, deed, plat or these Covenants shall be taken to govern and control.

ARTICLE III. ARCHITECTURAL CONTROL

3.01. Architectural Control Function. In order to assure the development and continued maintenance and operation of the Property as a first-class residential neighborhood, no Improvement shall be commenced, erected, placed, maintained, moved onto or permitted to remain on any Lot, nor shall any existing Improvement upon any Lot be changed or altered in any manner, nor shall any new use be commenced on any Lot, unless plans and specifications including a site plan, grade plan and drainage plan therefore shall have been submitted to and approved in writing by the **Architectural Control Committee** who shall have complete control of all such matters and may approve or withhold approval on any basis deemed proper in the City’s sole and absolute discretion.

3.02. Required Information. Such plans, specifications, site plan, grade plan and drainage plan shall be in such form and shall contain such information as may be required by the City or Architectural Control Committee in its sole discretion. The City shall have the absolute right at any time and from time to time to delegate such architectural control function to any other person(s) or entity(ies).

3.03. No Liability, Reliance on Decisions. Neither the City, nor any successor, assign, agent, employee, representative or other person or entity to whom such architectural control function has been delegated nor the Architectural Control Committee shall be liable to any Owner or other person or other entity for any claims, damages or causes of action arising from or in any way out of performance or nonperformance of the architectural control function including, by way of illustration and not limitation, the failure, refusal or neglect to approve any plans and specifications submitted. Any architectural control decision shall be final and conclusive but only to the unique facts and circumstances presented to the Architectural Control Committee upon submission of plans and specifications for approval. No decision of the Architectural Control Committee may be relied upon as precedent or approval, explicit or implied, of any other improvement, whether or not such Improvement approved by the City or the Architectural Control Committee and any commencement, erection, placement or maintenance of an Improvement in reliance upon a previously approved or existing Improvement within the Property without written approval of the City or the Architectural Control Committee shall be at the Owner’s own risk.

3.04 Noncompliance. If any Improvement shall be altered, erected, placed or maintained upon any Lot, or any use or new use commenced or maintained on any Lot, without approval of the Architectural Control Committee or otherwise in accordance with the plans and specification approved pursuant to the provisions of this Article, such alteration, erection, maintenance, use or new use shall be deemed to have been undertaken in violation of these Covenants and without the approval required herein, and upon written notice, any such Improvements so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or re-altered, and any such use or new use shall be terminated so as to extinguish such violation. In the event the Owner of the Lot upon which such violation(s) exist(s) shall not have taken reasonable steps toward the removal or termination of the same within ten (10) days after the notice of such violation(s), the City shall have the right to take such steps as may be necessary to abate such violation(s) including but not limited to the enforcement of these Covenants by court order for the removal or termination of such violation(s), and costs, in

proceedings in any court in Harper County, Kansas, having jurisdiction of such suits and collection of all costs to extinguish such violation including but not limited to filing, attorneys fees and interest.

In addition to, or as an alternative to the above paragraph, the City may exercise its enforcement powers as a municipal government when a violation is determined to also be in violation of any section of the City Code of the City of Anthony, Kansas.

ARTICLE IV. ENFORCEMENT

- 4.01. Right to Enforce.** The City or any Owner shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions and restrictions now or hereafter imposed by the provisions of these Covenants including the authority to commence and maintain an action to enjoin any breach or threatened breach of any of the provisions hereof, and to pay all costs, subject to reimbursement, of any such action or other enforcement procedure. ~~The City, its successors or assigns in their sole discretion, shall determine compliance with these Covenants, for so long as the City, its successors or assigns own at least one (1) Lot in the Development, and~~ *I struck through this section about the city owning a lot as that sounds more HOA Is it necessary, why wouldn't our enforcement continue even after we do not own a lot?* in the event a Lot is not in compliance within fifteen (15) days of notice of non-compliance to the Owner of such Lot, said Owner shall pay damages in accordance with Section 4.05 below.
- 4.02. Waiver.** Failure by the City or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- 4.03. Attorneys' Fees and Costs.** The City or any Owner shall have the right to include in such claim for relief a reasonable sum for attorneys' fees and all other expenses reasonably incurred in enforcing the rights, terms, provisions, covenants and restrictions hereunder.
- 4.04. Notice of Non-Compliance and Hearing.** Upon receipt of an allegation of a Lots' non-compliance under Article II. Use, Occupancy and Conduct Restrictions, the City shall review the allegation and determine if action is necessary. If the City determines that action is necessary, the Owner of the lot shall be notified in writing of the allegation and the Owner shall have fifteen (15) days to request a hearing with the City to dispute the allegations. If the owner fails to respond to the notification, or after a hearing, the City determines **the allegation has merit**, the City shall notify the Owner in writing of the City's determination of non-compliance.
- 4.05. Damages for Breach of Covenants.** In the event the Lot is not in compliance within fifteen (15) days of the notice of non-compliance, the Owner shall pay the City an amount equal to \$50 multiplied by the number of days of non-compliance from the date of notice of non-compliance, not to exceed \$500.00 per month of non-compliance, not as a penalty but as liquidated damages for the Owner's breach of these Covenants. Such amount due shall become a lien on the Lot as soon as it is due and payable; provided, however, such lien shall be inferior or subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on the Lot. In the event of the Owner's failure to pay the amount due within thirty (30) days from the date levied, then such amount due, from the thirtieth (30th) day after levy shall bear interest at the maximum rate of interest then allowed in Kansas on judgments. The liquidated damages provisions of this Section 4.05 shall be in addition to, not in lieu of, the right of the City to enforce, by any proceeding at law or in equity, all covenants, conditions and restrictions per section 4.01 of these Covenants.

ARTICLE V. RIGHTS AND POWERS OF THE CITY

5.01. Assignment and Delegation. The City shall have all rights and powers to assign and/or delegate, at any time and from time to time, all or any part of any of the rights, powers and authority contained in these Covenants for so long as the City owns at least one (1) Lot in the Development.

5.02. Removal of Land. The City shall have the absolute right at any time and from time to time to waive or modify any or all of the covenants, conditions and restrictions of these Covenants as to any undeveloped Lot or Lots owned by the City by executing and filing a document of record with the office of the Register of Deeds of Harper County, Kansas, describing such waiver or modification and describing the Lot or Lots to which such waiver or modification applies.

ARTICLE VI. COVENANTS RUNNING WITH THE LAND

The covenants, conditions and restrictions of these Covenants shall be deemed to be covenants running with the land and shall be binding upon and run with the Property and shall be binding upon all Owners of any part or portion thereof, along with all successors, assigns, grantees or purchasers of any part or portion of Lot, including under any deed, grant, escrow, contract of sale, device or lease.

ARTICLE VII. AMENDMENT

7.01. Amendment by City. Until such time as the City owns no Lot in the Property, the City shall have the absolute right to amend these Covenants by recording a written Amendment in the office of the Register of Deeds of Harper County, Kansas; provided, however, that no such Amendment shall materially affect any rights of the then existing mortgage holders.

7.02. Other Amendment. After the City owns no Lot in the Property, these Covenants may be amended only by recording a written Amendment in the office of the Register of Deeds of Harper County, Kansas, signed by sixty-seven percent (67%) of Owners of Lot(s) in the Property who have title deed to the lot and a completely constructed Residential Dwelling.

These two sections are very HOA language. Who does the city want to have authority to amend the restrictive covenants? The city only or the city and owners later by majority vote?

ARTICLE VIII. MISCELLANEOUS

8.01. Term. The covenants, conditions and restrictions of these Covenants shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the City or the Owner of any Lot and their respective legal representatives, heirs, successors, assigns and grantees, for a term of thirty-five (35) years from the date of recording hereof, after which time the covenants, conditions and restrictions hereof shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Owners of a majority of the Lots by number according to the recorded plat and any amendments thereto, has been recorded, agreeing to abolish or change these covenants, conditions and restrictions in whole or in part.

8.02. Severability. All of the restrictions, conditions and covenants contained in these Covenants shall be construed together, but if it shall at any time be held that any one or more of such restrictions, conditions or covenants, or any part thereof, is invalid or for any reason becomes unenforceable, no other restriction, condition, covenants, reservation or any part thereof, shall be affected or impaired.

8.03. Construction and Interpretation. In constructing, interpreting and applying the provisions of these

Covenants, they shall be held to be minimum requirements adopted for the promotion of the health, safety, comfort, convenience and general welfare of the Owners of the Property. It is not the intent of these Covenants to interfere with any provisions of any law or ordinance or any rules, regulations or permits previously adopted or issued pursuant to law relating to the use of buildings or premises; nor is it the intention of these Covenants to interfere with or abrogate or annul easements, covenants or other agreements between parties; provided, however, that where these Covenants impose a greater restriction upon the use or occupancy of any Lot or upon the construction of buildings or Improvements, or in connection with any other matters that are imposed or required by such provisions of law or ordinances or by such rules, regulations or permits, or by such covenants, easements and agreements, then in that case the provisions of these Covenants shall control.

8.04. Waiver and Exception. The failure by the City or of any Owner to enforce any of the restrictions, conditions, covenants or reservations to which the Property or any part thereof is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant or reservation.

8.05. Mortgage Protection Clause. No breach of the covenants, conditions or restrictions herein contained nor the enforcement of any provisions herein, shall defeat or render invalid the lien of any Mortgage made in good faith and for value, but all of these covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure sale or deed in lieu thereof.

IN WITNESS WHEREOF, the City has set its hand.

"DEVELOPER"

CITY OF ANTHONY

By: _____
Greg Cleveland, Mayor

Attest: _____
Cyndra Kastens, City Clerk

STATE OF KANSAS, COUNTY OF ANTHONY, ss:

This instrument was acknowledged before me on _____, 2024, by the Governing Body of the City of Anthony, Kansas.

My appointment expires:

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF DEVELOPMENT

The following described real estate in the City of Anthony, Anthony County, Kansas, together with public rights-of-way adjacent thereto:

ORDER

DATE: 7/1/2024

TO: John D. & Teresa L. Hays
302 N. Lincoln
Anthony, KS 67003

RE: 310 N. Lincoln, Anthony, KS 67003

Legal: Block Five (5), Lot Eight (8), in the City of Anthony, Harper County,
Kansas

You are hereby notified that Chapter VII, Article 3, of the Anthony City Code provides for the abatement of Inoperable Vehicle Nuisance and the assessing of the expense thereof. Enclosed is a copy of the City Code for (inoperable vehicles).

FINDINGS OF FACT

- John D. & Teresa L. Hays, is in violation of Chapter VII, Article 3, of Anthony City Code.
- John D. & Teresa L. Hays, is ordered to abate the Inoperable Vehicle nuisance within 10 days of the receipt of this order.
- You have 10 days from date of receipt of the Order to request a hearing before the Governing Body.

This is to notify you that you are ordered to clear the property of all inoperable vehicle nuisances, including but not limited to: **1974 Chevrolet Truck, Tag Number 214594.**

Failure to abate the condition(s) or to request a Hearing, within the time allowed may result in prosecution or subject to procedure as provided in Section 7-307 and/or abatement of the condition(s). In the event the City abates or removes the health nuisance said costs shall be paid by **John D. & Teresa L. Hays, 302 N. Lincoln, Anthony, KS 67003.**

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

 Gregory L Cleveland, Mayor
 City of Anthony

Enclosures:

 Date



To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
7/2/24

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 June 18, 2024 Regular Meeting Minutes
2. Approve June 26, 2024 Special Meeting Minutes
3. Special Appropriations:
 - Fund #34 Street Improvements-EBH-\$1,275.88-Engineering FY25 CCLIP ANTHONY K44
 - Fund #34 Capital Improvement Street - MAC \$2,203.80 for cold patch & traffic cones for street repair
4. Appropriation Ordinance No. 3193-\$157,247.49
5. Approve 07.02.2024 Payroll \$64,183.32
6. Rescind the May 21, 2024, motion to approve the request from Harper County to purchase Lots 7 & 10 in Block 23 (211 N. Anthony) for \$4,000.00 each as the County did not approve the sale price.
7. Approve Pay Request #7 KDOT Project No. KA-6909-01 \$1,275.88 Engineering to EBH for FY25 CCLIP Main & Anthony
8. Approval to Submit RFP for Engineering for Lake Town Trail KDWLP Project No. NRT2023-01
9. Approve June 2024 Court Report

PUBLIC HEARINGS - NONE

REGULAR BUSINESS

10. Open Bids for Stock Electrical Materials
11. Approve Ordinance S-318 Updating UDC Sign Regulations
 - These are your finalized text amendments for the Billboard/Off-Site sign changes, and the few areas of clean up in the sign code. There are no changes in this final form from the draft I sent previously for review.*
12. Discussion of Planning Commission Review of Recreational Equipment Rentals at Anthony Lake

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
7/2/24

The Planning Commission has been asked to prepare text amendments to the UDC in order to allow private businesses to operate watercraft equipment rentals out of the homes at the lake. Currently, you could not operate a business in residential districts, unless it is an approved home occupation. Rental of equipment is not currently approved. The request came from a resident that would like to operate a Kayak rental business. The lake board also had this as a topic on their agenda at one point (Kayak Kiosk) because it would be a great service at the lake, but I do not believe they are pursuing this any further. I have a call into the Lake Board to confirm. We asked the person wanting to start the business if they wanted to approach the city commission to be able to operate it on city property, like the other clubs and recreational programs at the lake. The person prefers not to do that so they can operate out of their house. This would require a change in the text of the UDC and will open the opportunity for rentals for any home at the lake so as the Planning Commission begins the process to evaluate this request, they just wanted to get a feel from the City Commission in advance if you have any opinions or considerations before they start the planning and public hearing process. No decision is being asked tonight and no presentation is being asked to be made by the applicant, this still has to go through Planning Commission and the public hearing process before it legally comes to you. This is just the Planning Commission letting you know what project they are taking on and gauging your interest or opinion before they get started.

13. Lots 1-16 Block 5 Sunrise 2nd Development Documents: Lot Purchase Application, Lot Purchase Agreement, and Covenants and Restrictions

You should have received these documents via email on Sunday. The City Attorney will still need time to finalize his comments so, if you make changes at the meeting and to wait for him you would need to:

Motion to approve the Lot Purchase Application, Lot Purchase Agreement, and Sunrise 2nd Addition Residential Covenants and Restrictions as amended, contingent upon review and approval from the City Attorney, then to file the Covenants and Restrictions with the Sunrise 2nd Plat.

14. Discussion of Grass Clippings Being Mowed into the Street

Mayor Cleveland requested this to be on the agenda for discussion.

15. Approve Housing Committee CARE Grant Award Recommendation for 316 S Madison

Since there were funds still available after the grant round closed, the Housing Committee opened it back up to accept additional applications. We have received one, but this is for a city employee so the Commission will need to decide if they feel there is a conflict of interest. The Housing Committee has reviewed the application and is recommending it for approval. The application is to help purchase a patio door and pay for siding. The project is \$10,981.68, the applicant would receive \$1,500.

Motion would be contingent upon complying with CARE Grant requirements.

16. Inoperable Vehicle Nuisance 310 N. Lincoln HAYS 2024

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
7/2/24

Admin Report:

1. Sidewalk on LL&G – The surveyor has started collecting some existing mapping data and will keep us posted on his progress.
2. Sunrise 2nd – I have met with Nick Planansky with Atmos Gas to confirm the locations of the gas line installation. Though we were originally looking at installing in the easement on the west side of the lot (due to the congestion in the front easement from moving West Ave over to avoid constructing a new concrete road over the 16” main) we have instead decided to stay in the front of the 16 residential lots and install the main in the front easement on the east side. The city will need to dedicate additional easement on the lots to accommodate the addition of gas and electric at this location. I had Atmos bid out both options a few months ago, tentative pricing was West Side - \$77,557.00 or East Side - \$58,960.94. This was for main installations only and could vary if they encounter rock during construction. Harper Council has graciously approved for the City of Anthony to utilize remaining BASE grant funds for the purpose of this installation. Harper’s Gas and Electric Service is not charging the community for their infrastructure installation to service their Sycamore Housing development. Jerry is also aware of the timeline that we could be breaking ground to construct homes in the next 60 days, so he is scheduling his availability to install power as well.
3. Solar Applications – I believe we have reached a conclusion with the commercial solar applicant. The city’s policy requires that we size solar based upon average annual peak demand of the customer. In this case, this customer’s meter has not been billing correctly (it is underbilling) and when we reviewed this application we realized it. We did not fix the error yet as an extension of courtesy since the city had to delay the application due to policy revision and then later having to wait many months for meters due to supply chain issues. However, the incorrect billing also made sizing the solar application difficult since all of the demand was not recorded, which would have required the size of the approved system to be smaller than we believe it should be. However, since it was not recording correctly, we did not know how undersized it would be and remember, you do not want to oversize them for several reasons: 1. Solar is supported to help customers offset their own power bill, not to become electric generators which fall under different regulatory laws. 2. If a system is oversized it commits capacity generation to that customer, greater than what they actually need for their load, and reduces the overall amount available to other customers that also want to offset their own load. For both reasons, sizing a system according to the customers normal load is the objective. Since we did not have the data to do so in this case, there is another sizing calculation that can be utilized. Using this formula, the customer could be approved for up to the maximum 200KW. I cannot guarantee that this customer will use this much and hopefully the approval does not unnecessarily tie up capacity that could be available to another customer, but the method is an approved method for sizing, and it was the best data we could utilize at this time to keep the application moving forward. As of today, we have tentatively approved 200 KW contingent upon receiving the required payment and documents for the system. We hope this situation is on its way to resolution.

To: City Commissioners
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4. Budget – I still haven't started yet but I hope to after the 4th. I will need to ask that we not schedule any special meetings or address any controversial issues (if possible, of course), for the next few weeks so I can focus on this critical task. Well, I take that back, we will likely have to schedule Budget Workshops since we only have 20 days in which to notify the County Clerk if we are exceeding the revenue neutral rate. I will focus on the budget and place other projects on hold. Thank you for your patience and understanding as we delay other requested items for this reason.
5. Staffing – The contract Administrative Assistant has started work as of July 1st! His first project will be the Lake Trail since I have not had time to properly address this task. After that, I will have him working on all the bid work that needs to go out and is also behind. You will notice a request to go out for bid for engineering on this consent agenda. This is because I have tasked him with preparing an RFP for this purpose and I would like to go ahead and get it out when he is done instead of waiting until the next commission meeting.
6. SPO Eco Devo Proposal at Anthony Lake – The public notices have been sent to the paper to print on the 10th and 17th. The 30-day period for petition submission starts after that. We have called out to get pricing on the appraisal. More to come there.
7. KACM – I attended the city management summit on June 20th in Wichita and found several pieces of information very valuable with a focus on sustaining economies, hiring law enforcement, and other relevant topics.
8. KHITC – I had to finalize and submit a cost estimate, Builder confirmation letter, and Klausmeyer Construction resume as required for the official approval of the grant for the tax credits for Sunrise. The information has been submitted and is under review.
9. KCC 40101(d) Grant – I had to prepare a Resilience Subaward Packet including an Environmental Questionnaire and Budget Justification to submit to KCC. They will then submit that data to the DOE to obtain official approval. This is pending now.
10. Customer Service – The office staff is starting a rigorous customer service program, brainstorming and implanting new policies and approaches with a strong focus toward excellent customer service for our citizens.
11. Staff Camaraderie and Team Building – Jamie routinely comes up with ideas, games, challenges, etc. for our staff to be a part of and enjoy in an effort to continue to build a good work environment and staff camaraderie. Her latest game, "Guess Who?" will post a series of clues about one employee while the other employees try to guess who it is. This is a fun way to lighten the daily grind while also learning more about each employee. The board in the kitchen has the latest hints if you want to take a moment to play after the commission meeting. Thanks to Jamie for continuing to bring the change of pace and joy to our daily routines.

DEPARTMENT REPORTS
July 2, 2024

POWER PLANT/LAKE

LB has been tracking what market power has been doing more closely as we are thinking about more market exposure after this summer.

LB has had several virtual meetings from SPP market updates to solar negotiations on our own electric system.

We had a representative from Chubb Insurance at the plant on Wednesday for inspection and I have a feeling with him being very young and fresh into the industry we will have more future requirements or suggestions that we will be asked to follow.

Been working with Oscar to address a few concerns on the boat ramp, Oscar painted some lines on the concrete, and we added a couple flex fiberglass markers at the water's edge to help them see the sides of the boat ramp as they back in.

The lake guys have been on the weed eaters hard this week in preparation of next week.

On Monday I will have all the plant and lake personnel start mowing around the entire lake as we only have probably two and a half days before the public moves in for the holiday.

Once this holiday is over, my plant crew will concentrate back on power plant workload and summer run testing.

Normal everyday work schedule and the never-ending pop-up projects.

Happy 4th of July!! Be Safe and enjoy family.

ELECTRIC DISTRIBUTION

Finished moving electric service at 586 E. Hwy 44 for new house.

Fixed floating neutral in North East rural.

Retired line and material at Hudgens well site.

Had 3 non-pay turn offs

Had outage in east rural. Cause was from implement snagged slack span.

Set 2 40'C6 power poles 6.5 miles east and 1 mile south.

Installed brush guard on quad at 124 N. Jennings for roofers.

Turn on/off orders

Just Reads orders

Light list

Locates

SHOP REPORT

Watched videos on charging vehicle a/c systems.
Worked on Deweze mower.
Researched info on fuel injectors.
Replaced the fuel pump on #4 Power Plant pickup.
Sharpened mower blades.
Cleaned hardware out of tool chest.
Made lists of service requirements on some of the vehicles.
Ordered a new cab air filter for #33 back hoe, it was completely plugged.
Replaced the Fuel Pump Driver Module on #4 pickup.
Take front tire and wheel off # 37, clean out grass and dirt from between tire and the rim.
Replaced the air inlet tube on #49 airport car.
Serviced #11 pickup.
Replaced missing bolt on #37 mower and cleaned grass and dirt out of confined areas.

STREET REPORT

Regular grading at the lake and in town.
Regular mowing in town and at airport.
Weed spraying in town and at airport.
Removed fallen tree on north Springfield.
Picked up tree limbs (wind).
Weed eat Main Street and side streets downtown.

WATER/WASTEWATER

No Report