



City Commission Regular Meeting

Tuesday, April 18, 2023 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 April 4, 2023 Regular Meeting Minutes
- [2.](#) Special Appropriations:
Fund #34 Capital Streets – Pavement Maintenance Products - \$2,767.50 Street Sealer
- [3.](#) Appropriation Ordinance No 6134 \$493,078.55
- [4.](#) Approve 4.11.23 Payroll \$60,558.35
5. Reappoint Wren Robinson to the Anthony Lake Board to Serve Term to Expire 2025

PUBLIC HEARINGS - NONE

REGULAR BUSINESS

6. Request to Waive Municipal Hall Fees CHS Prom 2023 - Malory Intemann
- [7.](#) Approve EBH Contract Amendment for Inspection of Turf Runway
8. Approve Turf Runway Reconstruction Bid
9. Approve to Submit FAA Grant Application for Turf Runway Rehab
- [10.](#) Anthony Lake Sign Map Draft Review - Anthony Lake Board
11. Approve Wayne Dennis Committee Recommendations for New Appointments: Linda Francis, Afreda Hill, Veronica Larcom, and Susan Croft

- 12. Wayne Dennis Committee Recommended Funding Approval - Erin Albright
- [13.](#) Southern Kansas Bowhunter and Gun Club Lease Discussion - Mark & Judy Kelley and Sid Burkholder
- 14. 2017 Ford Explorer Discussion
- 15. Anthony Water Systems Review
- [16.](#) Resolution No. 1119 Approve Kansas Power Pool Name Change
- 17. HCCF Agreement for BASE Project
- 18. Anthony Land Development Incentives
- 19. CDL Training for City Employees
- [20.](#) Municipal Court Report March 2023

STAFF REPORTS

- [21.](#) Administrator Report
- [22.](#) Chief of Police report

EXECUTIVE SESSION - NONE

ADJOURNMENT

Standing Committees:

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



City Commission Regular Meeting

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

MINUTES

OPENING

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

PRESENT

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

City Administrator Cyndra Kastens, Deputy City Clerk Sherri Miller, Police Chief Kenny Hodson, Superintendent Randy Moore, Creighton Cullop, Nate Houston, Judy Kelley, Mark Kelley, Sid Burkholder, Ami DeLacerda, Josh Teel and Josh Rathgeber.

- Approval of Agenda

A motion was made to approve the agenda.

Motion made by Mayor Cleveland, Seconded by Commissioner Lanie.

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

PUBLIC COMMENT

Judy Kelley was present representing the Southern Kansas Bowhunters Club to request to be on the April 18, 2023, agenda to renegotiate boundary lines on the Southern Kansas Bowhunters Club lease. Sid Burkholder also requested the city review the Gun Club Lease at the same time.

Creighton Cullop was present to thank the commission for the work on the demo project at 432 S Anthony and the hope to see it keep going.

CONSENT AGENDA

1. Approve 3.21.23 Regular Meeting Minutes
2. Appropriation Ordinance No 6133 \$277,797.89

3. Approve 03.28.2023 Payroll \$62,493.57
4. Approve KA-6909-01 FY25 KDOT CCLIP Agreement (Main and Anthony Intersection) and appoint City Administrator as the Signatory for the Project

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

Motion made by Mayor Cleveland, Seconded by Commissioner Smith.

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

PUBLIC HEARINGS - NONE

REGULAR BUSINESS

5. **Dangerous Structure Request for Extension - Lot 1 Block 73 a.k.a. Southwest Corner of Grant and S. Massachusetts - Rathgeber**

Josh Rathgeber was present to request an extension for the dangerous structure demolition order for Resolution No. 1113 at Lot 1 Block 73 a.k.a. Southwest Corner of Grant and South Massachusetts. A motion was made to extend the dangerous structure deadline for demolition of the dangerous structure and final site clean up to be completed by the end of May 2023.

Motion made by Commissioner Lanie, Seconded by Commissioner Smith.

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

6. **Approve Opioid Settlement with Teva, Allergan, CVS, Walgreens, and Walmart - Deputy Chief Nate Houston**

Deputy Chief Nate Houston was present to request approval of the second opioid settlement with Teva, Allergan, CVS, Walgreens, and Walmart. A motion was made to approve the Opioid Settlement with Teva, Allergan, CVS, Walgreens, and Walmart.

Motion made by Commissioner Eaton, Seconded by Commissioner Smith.

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

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

Zoning Administrator Cyndra Kastens presented the Planning Commission's recommendation to approve the rezone of property located at 120 N LL&G for drainage basins to match the B-1 zoning of the rest of the Family Dollar property. Ordinance S-310 was presented and a motion was made to approve Ordinance S-310 to rezone a portion of land for drainage basins located at 120 N LL&G from R-1 Residential to B-2 Service Business.

Motion made by Commissioner Smith, Seconded by Mayor Cleveland.
A roll call vote was taken. Mayor Cleveland - Yea, Commissioner Eaton - Yea, Commissioner Lanie-Yea, Commissioner Hodson Jr.- Yea, Commissioner Smith - Yea. Motion passed.

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

Ami DeLacerda representing Harper County, was present to request approval of the Planning Commission's recommendation to approve the rezone of property located at 103 W Steadman. Ordinance S-311 was presented and a motion was made to approve Ordinance S-311 to rezone property located at 103 W Steadman from B-1 Central Business to R-1 Residential.

Motion made by Commissioner Lanie, Seconded by Mayor Cleveland.
A roll call vote was taken. Mayor Cleveland - Yea, Commissioner Eaton - Yea, Commissioner Lanie-Yea, Commissioner Hodson Jr.- Yea, Commissioner Smith - Yea. Motion passed.

9. Planning Commission Recommendation for Approval of Ordinance S-312 Special Use Permit in R-1 Residential

Ami DeLacerda representing Harper County, was present to request approval of the Planning Commission's recommendation for a Special Use Permit in an R-1 Residential District for daycare for six (6) persons or more. Ordinance S-312 was presented for approval of the Special Use Permit. A motion was made to approve Ordinance S-312 to allow the Special Use Permit for a daycare on property located at 103 W Steadman with conditions.

Motion made by Commissioner Eaton, Seconded by Commissioner Smith.
A roll call vote was taken. Mayor Cleveland - Yea, Commissioner Eaton - Yea, Commissioner Lanie-Yea, Commissioner Hodson Jr.- Yea, Commissioner Smith - Yea. Motion passed.

10. Reappoint Larry Berry as City of Anthony Director 1 for KMEA - Permanent Appointment Until Removed

A motion was made to reappoint Larry Berry as the City of Anthony Director 1 for KMEA as a permanent appointment until removed.

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

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

A motion was made to approve the request from Superintendent Moore to obtain bids for a VFD for the High Service Pump #2.

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

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

RESOLUTION NO. 1117

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

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

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

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

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

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

BE IT RESOLVED BY THE CITY COMMISSION that the Public Officers and other Agents of the City of Anthony are authorized to abate the conditions causing the violations at the end of April 14, 2023; and

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

Amount is due from property owner(s) for services rendered by the City of Anthony upon presentation of bill. Failure of property owner(s) to pay amount due may result in the City bringing an action in district court or causing a special assessment to be levied on the property, or any other manner of collection provided by law.

ADOPTED at Anthony, Kansas, this 4th day of April, 2023.

A motion was made to approve Resolution No. 1117 308 S Madison Davis 2023 as presented.

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

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

RESOLUTION NO. 1118

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

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

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

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

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

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

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

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

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

- 2. The owner of such structure is hereby directed to commence the removal of the property no later than the 13th day of April, 2023, and to have the removal completed within 30 days of the date of commencement and not later than the 12th day of May, 2023. Provided, that upon due application by the owner and for good cause shown, the governing body, in its sole discretion, may grant the owner additional time to complete the removal of the property. The owner shall bear full responsibility for any and all expenses associated with the removal of the structure and making the premises safe and secure.

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

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

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

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

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

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

Adopted this 4th day of April, 2023,

A motion was made to approve Dangerous Structure Resolution No. 1118 Findings of Unsafe or Dangerous Structure Williams 2023.

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

14. Dangerous Structure Ordinance S-313 Directing Action To Remove 301 N. Kansas Drosselmeyer 2023

A motion was made to approve Dangerous Structure Ordinance S-313 Directing Action to Remove 301 N Kansas Drosselmeyer 2023.

Motion made by Commissioner Eaton, Seconded by Commissioner Smith.
A roll call vote was taken. Mayor Cleveland - Yea, Commissioner Eaton - Yea, Commissioner Lanie-Yea, Commissioner Hodson Jr.- Yea, Commissioner Smith - Yea. Motion passed.

15. 2023 EMC Insurance Renewal

Administrator Kastens presented the 2023 EMC Insurance Renewal. The Commission gave the Administrator direction to obtain a quote for more coverage on Cyber Liability and to increase the Umbrella coverage to \$3,000,000.

STAFF REPORTS**16. Administrator Report**

The Administrator provided a written report on Turf Runway Rehab, AWOS & Beacon, Wayne Dennis Committee, Streets, Golf Course Irrigation, Housing Committee Update, Rec Trails Grant, Cost-Share Grant.

17. Chief of Police Report

We inspected some properties to be cleaned up

We arrested Mackenzie Graves on an out of county warrant

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

We investigated a theft in the 400 block of South Anthony

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

EXECUTIVE SESSION - NONE**ADJOURNMENT**

A motion was made to adjourn the meeting.

Motion made by Mayor Cleveland, Seconded by Commissioner Lanie.

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

Gregory Cleveland, Mayor

Cyndra Kastens, City Clerk/Administrator



Pavement Maintenance Products
1912 W. Harry Court
Wichita, KS 67213

Office: (316) 264-1180
Fax: (316) 264-1183
www.MAC52.com

160141
Street Sealer
Hot Pour & Melter
Rental"

CUSTOMER COPY



INVOICE

2303-072535 PAGE 1 OF 1

RECEIVED

APR 01 2023
By

SOLD TO

CITY OF ANTHONY
PO BOX 504
Anthony KS 67003

DELIVER

CITY OF ANTHONY
PO BOX 504
Anthony KS 67003

ACCOUNT	JOB
ANTHONY	0
SOLD ON	3/31/2023 9:46:47 AM
CUST PICKUP	
BRANCH	4000
CUSTOMER PO#	
STATION	M5
CASHIER	DR
SALESPERSON	
ORDER ENTRY	

Thank you for your business!

Quantity	UM	Item	Description	D	T	Price	Per	Amount
2250	LB	3125	STAR 3405 Hot Pour, per pound (30 lbs per box)		Y	0.6900	LB	1,552.50
3	DY	7010	Hot Pour Melter Rental Cimline 150 Magma Unit #6602		Y	405.0000	DY	1,215.00

Payment Method(s)

Charge to Acct 2,767.50

KEXEMP 0.00% EXE: GOVERNMENT	SubTotal	2,767.50
	Sales Tax	0.00
	Deposit	
Please Pay This Amount		2,767.50

Remit Payment to:

McConnell & Associates
1225 Iron Street
North Kansas City, MO 64116

Invoices due Net 30. A Finance Charge of 1.5% per month, or any part thereof, will be charged on all past due invoices.

Signature

BALANCE SHEET
CALENDAR 4/2023, FISCAL 4/2023

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL
01-00-0010	GENERAL OPERATING	71,351.60-	816,548.91
02-00-0010	WATER	6,048.11	637,067.90
03-00-0010	ELECTRIC	86,318.34-	2,037,905.00
04-00-0010	SALES TAX & STATE FEES	6,183.52	43,626.90
05-00-0010	SEWAGE DISPOSAL	4,330.26-	497,542.81
10-00-0010	EMP INSURANCE/BENEFIT	20,815.42-	378,019.47
12-00-0010	AIRPORT	12,537.16-	124,821.34
14-00-0010	INDUSTRIAL DEVELOPMENT	105.86-	19,691.15
16-00-0010	SERVICE DEPOSIT	1,000.00	83,683.23
17-00-0010	SPECIAL STREETS & HIGHWAY	5,788.33-	218,825.46
18-00-0010	PUBLIC RELIEF		25,036.12
19-00-0010	WATER UTILITY RESERVE		242,981.31
20-00-0010	GENERAL RESERVE FUND		285,287.00
21-00-0010	WWTF LOAN 2000		65,574.30
23-00-0010	WATER DEBT SVC RESERVE S2013		578.81
24-00-0010	BOND & INTEREST		50,256.49
25-00-0010	LIBRARY	4,821.25-	
26-00-0010	RECREATION COMMISSION	6,302.63-	87,060.70
29-00-0010	RECREATION	2,609.51	6,437.59
30-00-0010	MUNICIPAL EQUIPMENT RESERVE		132,886.13
32-00-0010	SPECIAL PARKS & RECREATION	461.76-	27,938.57
34-00-0010	CAPITAL IMPROVEMENT	39,112.20-	3,711,279.24
37-00-0010	GO BONDS S2010 POOL		17,374.54
40-00-0010	ELECTRIC UTILITY RESERVE		1,559,835.43
41-00-0010	EL UTIL S2017 REV BOND	39,948.75-	2,408,474.54
43-00-0010	EL UTIL S2017 BOND RESERVE		214,897.50
45-00-0010	SEWER RESERVE		155,000.00
50-00-0010	WAYNE DENNIS INVESTMENT FUND		750,141.35
54-00-0010	DEBT RES. WATER 2013		199,101.69
61-00-0010	OPIOID GRANT		5,208.70
71-00-0010	ARPA		315,900.96
81-00-0010	WASTEWATER LAGOON CLEANING		174,500.00
82-00-0010	WATER/EQUIPMENT REPLACEMENT		120,962.03
83-00-0010	ELECTRIC/EQUIP REPLACEMENT		2,025,027.88
85-00-0010	SEWER/EQUIPMENT REPLACEMENT		81,454.04
89-00-0010	TRANS GUEST APPROVED		3,500.00
95-00-0010	FIRE DEPT CLOSING CK 612		19,344.95
96-00-0010	WAYNE DENNIS FUNDS	35.00-	25,877.77
97-00-0011	DT REVIT. REVOLVING LOAN		.56
98-00-0010	TRANSIENT GUEST TAX		2,232.49
		=====	=====
	PROOF	276,087.42-	17,571,882.86
		=====	=====

CLAIMS REPORT
 Check Range: 4/06/2023- 4/19/2023

6134

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL OPERATING					
A.L.E.R.T., INC.	RADAR TRAINING		180.00	50149	4/19/23
ADVANCED COMPUTERS	NETWORK LABOR		212.50	50148	4/19/23
AFLAC	MARCH'S BILL DUE IN APRIL		214.40	1249704	4/18/23
ANTHONY FARMERS COOP	#52 TIRES-LABOR-NUTS FOR #50		1,245.63	50151	4/19/23
ANTHONY REPUBLICAN	301 N KANSAS RES #1115		877.25	50152	4/19/23
AT&T	HALL WIFI		42.80	50147	4/19/23
ATMOS ENERGY	4033846667 MUN HALL GAS		1,100.89	50154	4/19/23
CITY OF ANTHONY	PD MAILING		141.35	1249693	4/18/23
COMPLIANCE ONE	MARCH'S MONTHLY CHARGE/PRE-EMP		23.80	50202	4/19/23
EMERGENCY FIRE EQUIPMENT CO	SIREN SPEAKERS		172.00	50157	4/19/23
GALAXIE BUSINESS EQUIPMENT INC	COPIER CONTRACT		75.15	50160	4/19/23
GALLS INCORPORATED	LEDEZMA COAT		153.27	50161	4/19/23
GENE'S HEARTLAND GOODS	POP		12.98	50162	4/19/23
GREAT-WEST FINANCIAL	4/11/23 PR		561.31	1249697	4/18/23
HOSPITAL DIST 6 OF HARPER CO	LABS FOR MEEKS & TORRES		80.00	50164	4/19/23
NATHAN HOUSTON	FUEL REIMB		46.81	50165	4/19/23
IRS	4/11/23 PR		5,113.86	1249699	4/18/23
KANSAS MUNICIPAL UTILITIES	2023 2ND QTR DUES		339.02	50170	4/19/23
KANSAS PAYMENT CENTER	4/11/23 PR		207.69	1249698	4/18/23
KANSAS STATE TREASURER	MARCH COURT FEES		305.50	50172	4/19/23
KANZA BANK	APRIL DURANGO		698.13	50168	4/19/23
KDOA-OFFICE OF ACCOUNTS & REPO	C. KASTENS BDGT WRKSP 5/24/23		18.75	50173	4/19/23
KONICA MINOLTA BUSINESS SOLUTI	PD SUPPORT SVC		101.44	50176	4/19/23
KPERS	4/11/23 PR		3,369.33	1249696	4/18/23
KS DEPT OF REV-WITHHOLDING	4/11/23 PR		870.08	1249700	4/18/23
LARRY'S HOMETOWN MKT.	POP, CREAM, COFFEE, TP, TRASH BAG		128.24	50180	4/19/23
LD ENTERPRISES INC	SPECIAL USE STICKERS		30.00	50181	4/19/23
MATTHEW W RICKE ATTY AT LAW LL	KORA REQUEST ADVICE		175.00	50182	4/19/23
NAPA AUTO PARTS ANTHONY	BACKING PAD, GREASE, DEUTSCHE KI		496.75	50185	4/19/23
NEWBERRY FAMILY AUTO	#82 ENGINE CHECK		104.50	50186	4/19/23
OFFICE PLUS OF KANSAS	LEDEZMA NAME PLATE/DVD & ENV		61.97	50187	4/19/23
PHIL'S REPAIR	PD CAR WASH		26.75	50190	4/19/23
PLAINS STATE BANK	HOUSING HAT GIFT CARDS		109.90	50189	4/19/23
SIRCHIE ACQUISTION COMPANY	TESTING SUPPLIES		59.04	50193	4/19/23
STRONG'S INSURANCE, INC.	COMMERCIAL PROPERTY INSURANCE		34,938.49	50200	4/19/23
BRYAN S STRUBLE	STRUBLE BOOT REIMBURSEMENT		102.47	50201	4/19/23
US BANK VOYAGER FLEET SYS	POLICE GAS		2,672.34	50204	4/19/23
VISA	ALEX'S TRAINING		362.25	1249694	4/18/23
WELBORN SALES, INC	REPLACE MISC SIGNS		3,091.50	50206	4/19/23
WEST STREET BODY & FENDER REP	#52 BLOW OUT REPAIR		520.95	50209	4/17/23
WYATT TRASH SERVICE INC	MUNICIPAL HALL		276.00	50208	4/19/23

01 GENERAL OPERATING TOTAL 59,320.09

WATER					
ADVANCED COMPUTERS	NETWORK LABOR		985.92	50148	4/19/23
AFLAC	MARCH'S BILL DUE IN APRIL		85.13	1249704	4/18/23
AMAZON CAPITAL SERVICES	SPIRAL NOTEBOOKS		8.66	50150	4/19/23
ANTHONY FARMERS COOP	SPRAYER, CHEMICALS, FUEL, MOWER		1,389.11	50151	4/19/23
ANTHONY REPUBLICAN	4TH QT TREASURER/LIB REPORT		191.90	50152	4/19/23
ATMOS ENERGY	3018386827 1/2 SHOP GAS		626.11	50154	4/19/23
CAMPSPOT	MARKETPLACE		326.78	50155	4/19/23
CITY OF ANTHONY	OFFICE MAILING		29.19	1249693	4/18/23

CLAIMS REPORT
 Check Range: 4/06/2023- 4/19/2023

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
COMPLIANCE ONE	MARCH'S MONTHLY CHRGE		4.40	50202	4/19/23
DIRECTOR OF TAXATION	WATER PROTECTION FEE		1,017.51	50156	4/19/23
FARM & RANCH INC	JODY WINCHELL BOOTS		140.84	50158	4/19/23
GALAXIE BUSINESS EQUIPMENT INC	COPIER CONTRACT		75.16	50160	4/19/23
GREAT-WEST FINANCIAL	4/11/23 PR		56.35	1249697	4/18/23
HAZEL'S SHEET METAL INC	PVC CAPS		9.74	50163	4/19/23
IRS	4/11/23 PR		1,981.21	1249699	4/18/23
ITRON, INC	TECH SUPPORT LABOR		150.00	50166	4/19/23
JUSTICE BATTERY CO.	CHAINSAW SERVICE & PARTS		173.86	50167	4/19/23
KANSAS MUNICIPAL UTILITIES	2023 2ND QTR DUES		703.04	50170	4/19/23
KANSAS ONE-CALL SYSTEM, INC.	MARCH LOCATES		29.40	50171	4/19/23
KDOA-OFFICE OF ACCOUNTS & REPO	C. KASTENS BDGT WRKSP 5/24/23		18.75	50173	4/19/23
KONICA MINOLTA BUSINESS SOLUTI	COPIER OVERAGE CHARGE		9.44	50176	4/19/23
KPERS	4/11/23 PR		1,350.36	1249696	4/18/23
KANSAS DEPT OF HEALTH & ENVIR	1ST QT TESTING		72.00	50178	4/19/23
KS DEPT OF REV-WITHHOLDING	4/11/23 PR		326.77	1249700	4/18/23
LARRY'S HOMETOWN MKT.	WATER, TRASH BAGS		28.24	50180	4/19/23
MICROSOFT AZURE	USAGE CHARGE		12.18	50183	4/19/23
RANDY MOORE	MASON JARS FOR LAKE SAMPLE		18.48	50184	4/19/23
NAPA AUTO PARTS ANTHONY	#11 & #39 SPLIT, STOCK FILTERS		591.39	50185	4/19/23
NUVEI	OFFICE CC FEES		52.27	1249702	4/18/23
OFFICE PLUS OF KANSAS	PO BOOKS & PAPER		78.11	50187	4/19/23
PHIL'S REPAIR	WATER CAR WASH		29.75	50190	4/19/23
POSTMASTER	POSTAGE FOR BILLS DUE MAY 10TH		137.50	50191	4/19/23
RURAL WATER DISTRICT #2	SPILLWAY LAKE		314.02	1249703	4/18/23
SALINA SUPPLY CO.	PAINT/GLUE STOCK		530.54	50192	4/19/23
STRONG'S INSURANCE, INC.	COMMERICAL PROPERTY INSURANCE		42,412.25	50200	4/19/23
US BANK VOYAGER FLEET SYS	WATER GAS		565.78	50204	4/19/23
VISA	MITCHELL TOOL	12.03		1249694	4/18/23
VISA	EASTER & STORAGE CONTAINERS	19.44	31.47	1249695	4/18/23
WATER WISE ENTERPRISES	SODIUM HYPOCHLORITE		1,235.00	50205	4/19/23
WYATT TRASH SERVICE INC	LAKE		162.50	50208	4/19/23

02 WATER TOTAL 55,961.11

ELECTRIC					
ADVANCED COMPUTERS	NETWORK LABOR		609.17	50148	4/19/23
AFLAC	MARCH'S BILL DUE IN APRIL		271.17	1249704	4/18/23
AMAZON CAPITAL SERVICES	SPIRAL NOTEBOOKS		8.66	50150	4/19/23
ANTHONY FARMERS COOP	FUEL ADDITIVE,#4 TIRE REPAIR		409.37	50151	4/19/23
ANTHONY REPUBLICAN	4TH QT TREASURER/LIB REPORT		85.10	50152	4/19/23
AR COMMERCIAL ROOFING	ROOF RESTORATION		38,976.26	50153	4/19/23
ATMOS ENERGY	3018386827 1/2 SHOP GAS		247.69	50154	4/19/23
BORDER STATES INDUSTRIES, INC	STOCK-HUBS/PAINT/EYENUT/SLEVE		3,275.13	50177	4/19/23
CARBANC AUTO SALES, INC	4/11/23 PR CASE #22 LM 05471		426.30	50169	4/19/23
CITY OF ANTHONY	OFFICE MAILING		29.19	1249693	4/18/23
COMPLIANCE ONE	MARCH'S MONTHLY CHRGE		4.40	50202	4/19/23
FARM & RANCH INC	HUNTER TURNER BOOTS		133.00	50158	4/19/23
GALAXIE BUSINESS EQUIPMENT INC	COPIER CONTRACT		75.16	50160	4/19/23
GENE'S HEARTLAND GOODS	WATER		44.24	50162	4/19/23
GREAT-WEST FINANCIAL	4/11/23 PR		453.42	1249697	4/18/23
IRS	2019 4TH QT 941 FEES	4,830.70		50159	4/19/23
IRS	4/11/23 PR	5,773.44	10,604.14	1249699	4/18/23
ITRON, INC	TECH SUPPORT LABOR		150.00	50166	4/19/23

CLAIMS REPORT
 Check Range: 4/06/2023- 4/19/2023

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
KANSAS MUNICIPAL UTILITIES	2023 2ND QTR DUES		678.05	50170	4/19/23
KANSAS ONE-CALL SYSTEM, INC.	MARCH LOCATES		29.40	50171	4/19/23
KDOA-OFFICE OF ACCOUNTS & REPO	C. KASTENS BDGT WRKSP 5/24/23		18.75	50173	4/19/23
KMEA EMP2 OPERATING ACCOUNT	MARCH PURCHASE POWER		98,452.18	50175	4/19/23
KANSAS MUNICIPAL GAS AGENCY	MARCH GAS		457.26	50174	4/19/23
KONICA MINOLTA BUSINESS SOLUTI	COPIER CONTRACT		27.94	50176	4/19/23
KPERS	4/11/23 PR		3,788.00	1249696	4/18/23
KS DEPT OF REV-WITHHOLDING	4/11/23 PR		1,034.58	1249700	4/18/23
LARRY'S HOMETOWN MKT.	WATER, TRASH BAGS		28.25	50180	4/19/23
MICROSOFT AZURE	USAGE CHARGE		24.35	50183	4/19/23
NAPA AUTO PARTS ANTHONY	#11 & #39 SPLIT, STOCK FILTERS		397.82	50185	4/19/23
NUVEI	OFFICE CC FEES		52.27	1249702	4/18/23
OFFICE PLUS OF KANSAS	PO BOOKS & PAPER		78.10	50187	4/19/23
PHIL'S REPAIR	ELEC CAR WASH		11.75	50190	4/19/23
POSTMASTER	POSTAGE FOR BILLS DUE MAY 10TH		275.00	50191	4/19/23
STRONG'S INSURANCE, INC.	COMMERCIAL OUTPUT(BOILER)INS		100,497.83	50200	4/19/23
TECHLINE, INC	STOCK POLE MOUNT TRANSFORMERS		45,008.71	50203	4/19/23
US BANK VOYAGER FLEET SYS	ELECT DIESEL		1,448.64	50204	4/19/23
VISA	EMISSION FEE REPORT	1,075.12		1249694	4/18/23
VISA	CITY OFFICE RENO CARPET STEPS	109.43	1,184.55	1249695	4/18/23
WHEATLAND ELECTRIC COOP INC	LAKE LIGHTS		15.82	50207	4/19/23
WYATT TRASH SERVICE INC	POWER PLANT		132.50	50208	4/19/23
03 ELECTRIC TOTAL			309,444.15		
SALES TAX & STATE FEES					
DIRECTOR OF TAXATION	WATER PROTECTION FEE		1,085.34	50156	4/19/23
04 SALES TAX & STATE FEES TOTAL			1,085.34		
SEWAGE DISPOSAL					
ADVANCED COMPUTERS	NETWORK LABOR		609.16	50148	4/19/23
AFLAC	MARCH'S BILL DUE IN APRIL		37.58	1249704	4/18/23
AMAZON CAPITAL SERVICES	SPIRAL NOTEBOOKS		8.66	50150	4/19/23
ANTHONY REPUBLICAN	HELP WANTED/TREASURER/RWY BID		85.10	50152	4/19/23
ATMOS ENERGY	3018972372		259.24	50154	4/19/23
CITY OF ANTHONY	OFFICE MAILING		29.18	1249693	4/18/23
COMPLIANCE ONE	MARCH'S MONTHLY CHRGE		4.40	50202	4/19/23
GALAXIE BUSINESS EQUIPMENT INC	COPIER CONTRACT		75.16	50160	4/19/23
GENE'S HEARTLAND GOODS	PINESOL-CLEANER		44.13	50162	4/19/23
GREAT-WEST FINANCIAL	4/11/23 PR		20.13	1249697	4/18/23
IRS	4/11/23 PR		837.34	1249699	4/18/23
KS DEPT OF HEALTH & ENVIRON.	WASTEWATER PERMIT		185.00	50179	4/19/23
KANSAS MUNICIPAL UTILITIES	2023 2ND QTR DUES		364.03	50170	4/19/23
KDOA-OFFICE OF ACCOUNTS & REPO	C. KASTENS BDGT WRKSP 5/24/23		18.75	50173	4/19/23
KONICA MINOLTA BUSINESS SOLUTI	COPIER OVERAGE CHARGE		9.44	50176	4/19/23
KPERS	4/11/23 PR		567.21	1249696	4/18/23
KS DEPT OF REV-WITHHOLDING	4/11/23 PR		133.24	1249700	4/18/23
LARRY'S HOMETOWN MKT.	WATER, TRASH BAGS		17.36	50180	4/19/23
MICROSOFT AZURE	USAGE CHARGE		12.17	50183	4/19/23
NUVEI	OFFICE CC FEES		52.28	1249702	4/18/23
OFFICE PLUS OF KANSAS	PO BOOKS & PAPER		78.10	50187	4/19/23
POSTMASTER	POSTAGE FOR BILLS DUE MAY 10TH		137.50	50191	4/19/23
SALINA SUPPLY CO.	PAINT/GLUE STOCK		290.54	50192	4/19/23

CLAIMS REPORT
 Check Range: 4/06/2023- 4/19/2023

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
STRONG'S INSURANCE, INC.	COMMERICAL PROPERTY INSURANCE		25,995.51	50200	4/19/23
US BANK VOYAGER FLEET SYS	SEWER GAS		394.86	50204	4/19/23
VISA	EASTER & STORAGE CONTAINERS		10.89	1249695	4/18/23
WYATT TRASH SERVICE INC	SEWER PLANT		60.00	50208	4/19/23

	05 SEWAGE DISPOSAL TOTAL		30,336.96		
EMPLOYEE BENEFIT					
STRONG'S INSURANCE, INC.	WORKER'S COMP INSURANCE		11,430.81	50200	4/19/23

	10 EMPLOYEE BENEFIT TOTAL		11,430.81		
AIRPORT					
ANTHONY REPUBLICAN	TURF RWY BID		199.50	50152	4/19/23
HEARTLAND MERCHANT	AIRPORT CC MACHINE		204.54	1249701	4/18/23
LARRY'S HOMETOWN MKT.	PINESOL		10.30	50180	4/19/23
STRONG'S INSURANCE, INC.	COMMERICAL PROPERTY INSURANCE		6,152.35	50200	4/19/23
WYATT TRASH SERVICE INC	AIRPORT		30.00	50208	4/19/23

	12 AIRPORT TOTAL		6,596.69		
INDUSTRIAL DEVELOPMENT					
STRONG'S INSURANCE, INC.	COMMERICAL UMBREALLA INS		105.86	50200	4/19/23

	14 INDUSTRIAL DEVELOPMENT TOTAL		105.86		
SPECIAL STREETS & HIGHWAY					
STRONG'S INSURANCE, INC.	WORKER'S COMP INSURANCE		5,788.33	50200	4/19/23

	17 SPECIAL STREETS & HIGHWAY TOTAL		5,788.33		
RECREATION COMMISSION					
ACROSS THE HALL BOUTIQUE	SOCCER SHIRTS		687.50	50139	4/13/23
ANTHONY REPUBLICAN	HELP WANTED		20.80	50140	4/13/23
GENE'S HEARTLAND GOODS	MOTHER/SON		111.86	50141	4/13/23
HOME LUMBER & SUPPLY INC	SOCCER PAINT		19.98	50142	4/13/23
IRS	4/11/23 PR		87.22	1249699	4/18/23
KS DEPT OF REV-WITHHOLDING	4/11/23 PR		.08	1249700	4/18/23
LARRY'S HOMETOWN MKT.	MOTHER/SON		19.48	50143	4/13/23
NBCRC	BASKETBALL MEDALS		94.62	50144	4/13/23
STRONG'S INSURANCE, INC.	COMMERICAL PROPERTY INSURANCE		7,240.91	50200	4/19/23
SUPERIOR ATHLETIC FIELDS	TURF MANAGMENT/AERATE OUTFIELD		1,362.50	50145	4/13/23
WHEATLAND PHOTOGRAPHY	MOTHER/SON		100.00	50146	4/13/23

	26 RECREATION COMMISSION TOTAL		9,744.95		
SPECIAL PARKS & RECREATIO					
STRONG'S INSURANCE, INC.	COMMERICAL PROPERTY INSURANCE		438.66	50200	4/19/23
WYATT TRASH SERVICE INC	TENNIS COURTS		23.10	50208	4/19/23

	32 SPECIAL PARKS & RECREATIO TOTAL		461.76		

CLAIMS REPORT
Check Range: 4/06/2023- 4/19/2023

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
CAPITAL IMPROVEMENT FUND PAVEMENT MAINTENANCE PRODUCTS	STREET SEALER		2,767.50	50188	4/19/23
	34 CAPITAL IMPROVEMENT FUND TOTAL		2,767.50		
WAYNE DENNIS FUNDS MATTHEW W RICKE ATTY AT LAW LL	WAYNE DESSIS COMMITTEE QUESTIO		35.00	50182	4/19/23
	96 WAYNE DENNIS FUNDS TOTAL		35.00		
	Accounts Payable Total		493,078.55		

CLAIMS REPORT CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
01	GENERAL OPERATING	59,320.09
02	WATER	55,961.11
03	ELECTRIC	309,444.15
04	SALES TAX & STATE FEES	1,085.34
05	SEWAGE DISPOSAL	30,336.96
10	EMPLOYEE BENEFIT	11,430.81
12	AIRPORT	6,596.69
14	INDUSTRIAL DEVELOPMENT	105.86
17	SPECIAL STREETS & HIGHWAY	5,788.33
26	RECREATION COMMISSION	9,744.95
32	SPECIAL PARKS & RECREATIO	461.76
34	CAPITAL IMPROVEMENT FUND	2,767.50
96	WAYNE DENNIS FUNDS	35.00

	TOTAL FUNDS	493,078.55

REVENUE & EXPENSE REPORT
CALENDAR 4/2023, FISCAL 4/2023

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	TOTAL REVENUE	10,440.04	522,957.15	1,275,611.00	752,653.85
	TOTAL EXPENSES	79,069.66	392,400.75	1,530,242.00	1,137,841.25
	GENERAL OPERATING TOTAL	68,629.62-	130,556.40	254,631.00-	385,187.40-
	TOTAL REVENUE	74,424.06	331,760.52	1,005,900.00	674,139.48
	TOTAL EXPENSES	67,859.66	223,014.55	1,124,714.00	901,699.45
	WATER TOTAL	6,564.40	108,745.97	118,814.00-	227,559.97-
	TOTAL REVENUE	255,292.38	1,357,343.39	6,364,500.00	5,007,156.61
	TOTAL EXPENSES	337,513.39	1,039,259.78	7,909,884.00	6,870,624.22
	ELECTRIC TOTAL	82,221.01-	318,083.61	1,545,384.00-	1,863,467.61-
	TOTAL REVENUE	7,293.86	39,992.85	.00	39,992.85-
	TOTAL EXPENSES	1,110.34	32,598.41	.00	32,598.41-
	SALES TAX & STATE FEES TOTAL	6,183.52	7,394.44	.00	7,394.44-
	TOTAL REVENUE	35,210.05	178,842.97	576,500.00	397,657.03
	TOTAL EXPENSES	38,845.59	118,223.38	570,530.00	452,306.62
	SEWAGE DISPOSAL TOTAL	3,635.54-	60,619.59	5,970.00	54,649.59-
	TOTAL REVENUE	24,664.87	196,318.23	640,376.00	444,057.77
	TOTAL EXPENSES	45,480.29	159,133.77	693,750.00	534,616.23
	EMPLOYEE BENEFIT TOTAL	20,815.42-	37,184.46	53,374.00-	90,558.46-
	TOTAL REVENUE	166.55	37,322.50	1,016,502.00	979,179.50
	TOTAL EXPENSES	12,703.71	40,453.02	1,035,120.00	994,666.98
	AIRPORT TOTAL	12,537.16-	3,130.52-	18,618.00-	15,487.48-
	TOTAL REVENUE	.00	.00	1,033.00	1,033.00
	TOTAL EXPENSES	105.86	605.86	24,191.00	23,585.14
	INDUSTRIAL DEVELOPMENT TOTAL	105.86-	605.86-	23,158.00-	22,552.14-
	TOTAL REVENUE	1,000.00	5,050.00	.00	5,050.00-
	SERVICE DEPOSIT TOTAL	1,000.00	5,050.00	.00	5,050.00-

REVENUE & EXPENSE REPORT
CALENDAR 4/2023, FISCAL 4/2023

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	TOTAL REVENUE	10,440.04	522,957.15	1,275,611.00	752,653.85
	TOTAL EXPENSES	79,069.66	392,400.75	1,530,242.00	1,137,841.25
	GENERAL OPERATING TOTAL	68,629.62-	130,556.40	254,631.00-	385,187.40-
	TOTAL REVENUE	74,424.06	331,760.52	1,005,900.00	674,139.48
	TOTAL EXPENSES	67,859.66	223,014.55	1,124,714.00	901,699.45
	WATER TOTAL	6,564.40	108,745.97	118,814.00-	227,559.97-
	TOTAL REVENUE	255,292.38	1,357,343.39	6,364,500.00	5,007,156.61
	TOTAL EXPENSES	337,513.39	1,039,259.78	7,909,884.00	6,870,624.22
	ELECTRIC TOTAL	82,221.01-	318,083.61	1,545,384.00-	1,863,467.61-
	TOTAL REVENUE	7,293.86	39,992.85	.00	39,992.85-
	TOTAL EXPENSES	1,110.34	32,598.41	.00	32,598.41-
	SALES TAX & STATE FEES TOTAL	6,183.52	7,394.44	.00	7,394.44-
	TOTAL REVENUE	35,210.05	178,842.97	576,500.00	397,657.03
	TOTAL EXPENSES	38,845.59	118,223.38	570,530.00	452,306.62
	SEWAGE DISPOSAL TOTAL	3,635.54-	60,619.59	5,970.00	54,649.59-
	TOTAL REVENUE	24,664.87	196,318.23	640,376.00	444,057.77
	TOTAL EXPENSES	45,480.29	159,133.77	693,750.00	534,616.23
	EMPLOYEE BENEFIT TOTAL	20,815.42-	37,184.46	53,374.00-	90,558.46-
	TOTAL REVENUE	166.55	37,322.50	1,016,502.00	979,179.50
	TOTAL EXPENSES	12,703.71	40,453.02	1,035,120.00	994,666.98
	AIRPORT TOTAL	12,537.16-	3,130.52-	18,618.00-	15,487.48-
	TOTAL REVENUE	.00	.00	1,033.00	1,033.00
	TOTAL EXPENSES	105.86	605.86	24,191.00	23,585.14
	INDUSTRIAL DEVELOPMENT TOTAL	105.86-	605.86-	23,158.00-	22,552.14-
	TOTAL REVENUE	1,000.00	5,050.00	.00	5,050.00-
	SERVICE DEPOSIT TOTAL	1,000.00	5,050.00	.00	5,050.00-

REVENUE & EXPENSE REPORT
CALENDAR 4/2023, FISCAL 4/2023

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	TOTAL REVENUE	.00	14,245.66	57,550.00	43,304.34
	TOTAL EXPENSES	5,788.33	5,788.33	269,525.00	263,736.67
		=====	=====	=====	=====
	SPECIAL STREETS & HIGHWAY TOTA	5,788.33-	8,457.33	211,975.00-	220,432.33-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	25.38	.00	25.38-
		=====	=====	=====	=====
	PUBLIC RELIEF TOTAL	.00	25.38	.00	25.38-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	25,766.18	.00	25,766.18-
	TOTAL EXPENSES	.00	85,897.40	.00	85,897.40-
		=====	=====	=====	=====
	WWTF LOAN 2000 TOTAL	.00	60,131.22-	.00	60,131.22
		=====	=====	=====	=====
	TOTAL REVENUE	.00	33,183.52	.00	33,183.52-
	TOTAL EXPENSES	.00	199,101.48	.00	199,101.48-
		=====	=====	=====	=====
	WATER DEBT SERV 2013 TOTAL	.00	165,917.96-	.00	165,917.96
		=====	=====	=====	=====
	TOTAL REVENUE	.00	33,879.41	49,281.00	15,401.59
	TOTAL EXPENSES	.00	2,001.25	59,004.00	57,002.75
		=====	=====	=====	=====
	BOND & INTEREST TOTAL	.00	31,878.16	9,723.00-	41,601.16-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	36,832.01	67,520.00	30,687.99
	TOTAL EXPENSES	4,821.25	36,832.01	67,520.00	30,687.99
		=====	=====	=====	=====
	LIBRARY TOTAL	4,821.25-	.00	.00	.00
		=====	=====	=====	=====
	TOTAL REVENUE	4,010.00	36,199.70	116,951.00	80,751.30
	TOTAL EXPENSES	10,312.63	18,907.21	150,700.00	131,792.79
		=====	=====	=====	=====
	RECREATION COMMISSION TOTAL	6,302.63-	17,292.49	33,749.00-	51,041.49-
		=====	=====	=====	=====
	TOTAL REVENUE	2,609.51	42,999.87	95,451.00	52,451.13
	TOTAL EXPENSES	.00	36,562.28	95,451.00	58,888.72
		=====	=====	=====	=====
	RECREATION CITY TOTAL	2,609.51	6,437.59	.00	6,437.59-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	1,716.00	.00	1,716.00-
		=====	=====	=====	=====
	MUNICIPAL EQUIPMENT RESER TOTA	.00	1,716.00	.00	1,716.00-
		=====	=====	=====	=====

REVENUE & EXPENSE REPORT
CALENDAR 4/2023, FISCAL 4/2023

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	TOTAL REVENUE	.00	1,504.35	4,603.00	3,098.65
	TOTAL EXPENSES	461.76	507.96	29,104.00	28,596.04
		=====	=====	=====	=====
	SPECIAL PARKS & RECREATIO TOTA	461.76-	996.39	24,501.00-	25,497.39-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	133,808.32	.00	133,808.32-
	TOTAL EXPENSES	39,112.20	72,136.90	.00	72,136.90-
		=====	=====	=====	=====
	CAPITAL IMPROVEMENT FUND TOTA	39,112.20-	61,671.42	.00	61,671.42-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	3,817.50	.00	3,817.50-
	TOTAL EXPENSES	.00	1,452.50	.00	1,452.50-
		=====	=====	=====	=====
	GO BONDS S2010 POOL TOTAL	.00	2,365.00	.00	2,365.00-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	15,892.25	.00	15,892.25-
	TOTAL EXPENSES	39,948.75	39,948.75	.00	39,948.75-
		=====	=====	=====	=====
	EL UTIL S2017 REV BOND TOTAL	39,948.75-	24,056.50-	.00	24,056.50
		=====	=====	=====	=====
	TOTAL REVENUE	.00	3,318.36	.00	3,318.36-
		=====	=====	=====	=====
	DEBT RES. WATER 2013 TOTAL	.00	3,318.36	.00	3,318.36-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	4,709.34	.00	4,709.34-
		=====	=====	=====	=====
	OPIOID GRANT TOTAL	.00	4,709.34	.00	4,709.34-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	1,800.00	.00	1,800.00-
		=====	=====	=====	=====
	WASTEWATER LAGOON CLEANIN TOTA	.00	1,800.00	.00	1,800.00-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	51,178.00	.00	51,178.00-
		=====	=====	=====	=====
	ELECTRIC EQUIPMENT/REPLAC TOTA	.00	51,178.00	.00	51,178.00-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	3,500.00	.00	3,500.00-
		=====	=====	=====	=====
	TRANSIENT GUEST APPROVED TOTA	.00	3,500.00	.00	3,500.00-
		=====	=====	=====	=====
	TOTAL EXPENSES	.00	545.10	.00	545.10-
		=====	=====	=====	=====

REVENUE & EXPENSE REPORT
CALENDAR 4/2023, FISCAL 4/2023

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	FIRE DEPT CLOSING CK 612 TOTA	.00	545.10-	.00	545.10
		=====	=====	=====	=====
	TOTAL REVENUE	.00	2,074.41	.00	2,074.41-
	TOTAL EXPENSES	35.00	35.00	.00	35.00-
		=====	=====	=====	=====
	WAYNE DENNIS FUNDS TOTAL	35.00-	2,039.41	.00	2,039.41-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	2,338.50	.00	2,338.50-
	TOTAL EXPENSES	.00	3,500.00	.00	3,500.00-
		=====	=====	=====	=====
	TRANSIENT GUEST TAX TOTAL	.00	1,161.50-	.00	1,161.50
		=====	=====	=====	=====
	Report Total	268,057.10-	609,470.68	2,287,957.00-	2,897,427.68-

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.	18.25	.00	.00	.00	24.00	1394.00	.00	.00	.00	1510.27	321.86
102 POLICE	655.20	.00	.00	.00	726.00	11538.07	.00	.00	.00	12858.56	1725.25
104 STREET	255.00	.00	.00	.00	294.00	5335.06	.00	.00	.00	6199.27	549.44
105 GEN-ZONING	.00	.00	.00	.00	.00	481.02	.00	.00	.00	481.02	.00
230 WATER-LAKE	136.00	.00	.00	.00	136.00	2493.13	.00	.00	.00	2493.13	79.90
232 WATER-DISTRIBUT	256.54	.00	.00	.00	271.58	2723.25	.00	.00	.00	3013.00	477.25
233 WATER-COMM& GEN	76.07	.00	.00	.00	85.61	2795.72	.00	.00	.00	3016.48	.00
331 ELECTRIC-PROD	534.25	.00	.00	.00	576.00	7404.98	.00	.00	.00	8594.01	843.60
332 ELEC-DISTRIBUTI	608.80	.00	.00	.00	657.72	8943.19	.00	.00	.00	10106.03	1704.23
333 ELECTRIC-COMM	100.68	.00	.00	.00	114.39	5182.97	.00	.00	.00	5493.84	197.22
533 SEWER-COMM & GE	26.80	.00	.00	.00	32.00	945.06	.00	.00	.00	1060.04	.00
534 SEWER-TREATMENT	214.91	.00	.00	.00	221.95	2085.20	.00	.00	.00	2212.55	.00
2601 REC - GEN	31.00	.00	.00	.00	31.00	465.00	.00	.00	.00	465.00	.00
2622 REC - BALL	7.00	.00	.00	.00	7.00	105.00	.00	.00	.00	105.00	.00
5102 OT GEN POLICE	.00	35.50	.00	.00	35.50	.00	1123.96	.00	.00	1123.96	.00
5232 OT WATER DIST	.00	11.00	.00	.00	11.00	.00	489.50	.00	.00	489.50	.00
5331 OT ELEC PROD	.00	4.50	.00	.00	4.50	.00	225.37	.00	.00	225.37	.00
5332 OT ELEC DIST	.00	12.00	.00	.00	12.00	.00	471.27	.00	.00	471.27	.00
5533 OT SEWER CM/GEN	.00	4.25	.00	.00	4.25	.00	155.55	.00	.00	155.55	.00
5534 OT SEWER TREAT	.00	9.00	.00	.00	9.00	.00	400.50	.00	.00	400.50	.00
6102 SHIFT GEN POLIC	.00	.00	.00	.00	168.00	.00	.00	.00	.00	84.00	.00
99999 DISTRIBUTED	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	403.11
TOTAL	2920.50	76.25	.00	.00	3421.50	51891.65	2866.15	.00	.00	60558.35	6301.86

CONTRACT AMENDMENT NO. 1

PROJECT: REHABILITATE RUNWAY 10-28
OWNER: CITY OF ANTHONY, KANSAS
ENGINEER: EVANS, BIERLY, HUTCHISON & ASSOCIATES, P.A.
CONTRACT DATE: DECEMBER 6, 2022
AMENDMENT NO. 1 DATE: APRIL 18, 2023

In accordance with Paragraph 1.3 Changes in Services, the following changes are hereby made to the contract:

Add 1.4, 1.5 & 1.6

1.4 CONSTRUCTION ENGINEERING SERVICES

- 1.4.2 Review submittals by the construction contractors.
- 1.4.3 Define all Project areas in the field.
- 1.4.4 Provide Construction Staking to the project.
- 1.4.5 Complete all Field Testing services required to evaluate the project for acceptance in accordance with the Project Specifications.
- 1.4.6 Prepare change orders for approval by the **OWNER**.
- 1.4.7 Create, review and validate the contractor's monthly and final payment requests and forward payment requests to the **OWNER**.
- 1.4.8 **ENGINEER** will make periodic and final site inspections and will provide contract document interpretations.
- 1.4.9 Assist the **OWNER** with all Grant and reimbursement paperwork.
- 1.4.10 Perform or arrange for all gradation and other related testing.
- 1.4.11 Maintain daily log of construction site to include work and quantity completed, materials used and test results.
- 1.4.12 The **ENGINEER** will provide a full-time competent Resident Project Representative (RPR) and such assistant RPR's as may be required on the work. The RPR and assistants will observe the work while construction is in progress. Construction services are based on 40 working days. The RPR shall not have responsibility for the superintendence of construction site conditions, operation, equipment, or personnel other than employees of the **ENGINEER**. The RPR will maintain a daily log of construction activities. Written construction progress reports will be furnished to the **OWNER**. Such construction observation does not guarantee the work of the contractor nor provide any control over the contractor's work method. The presence or absence of a construction observer does not relieve the contractor of his responsibility to properly prosecute the work nor does it relieve the contractor of his responsibility to properly prosecute the work nor does it relieve the contractor of his responsibility for safety at the work site.
- 1.4.13 Perform post construction activities to fully document work performed on the Airfield, and compliance with FAA Design guidelines.

Provide two sets of as-constructed drawings of the completed project to the **OWNER** and one additional set for the FAA. As well as submit updated ALP set to the FAA, if required due to geometric change to pavement or change in pavement markings.

1.5 POST PROJECT AERONAUTICAL OBSTRUCTION SURVEY SERVICES

- 1.5.1 Conduct an Aeronautical Obstruction Survey and upload this survey to the AGIS system for both ends of Runway 10-28.
- 1.5.2 Conduct a post project Aeronautical Obstruction Survey to confirm or alter the AGIS system data with final constructed facilities.

1.6 PROJECT CLOSEOUT

- 1.6.1 To comply with Federal Regulation 49 CFR Part 18, the **OWNER** must submit required close-out documentation within 90 days from the final acceptance and project completion.
- 1.6.2 The **ENGINEER** will complete the closeout documentation for the **OWNER** within the required timeframe. This timeframe will commence on the date the project is accepted from the contractor.

Add the following to SECTION 2

- 2.3.4 For services under paragraphs 1.4
(Construction Engineering Services)

The **OWNER** agrees to pay the **ENGINEER** actual cost, plus a net fee for profit of **\$ 4,000.00**. The actual cost shall be incurred in conformity with the cost principles established in the U.S. Department of Transportation, Federal Aviation Administration Advisory Circular No. 150/5100-14c, Part 4-4. The maximum total compensation for Section 1.2, Construction Services, shall not exceed **\$ 42,000.00** except by supplementary contract by the parties hereto with prior approval by the FAA.

- 2.3.5 For services under paragraphs 1.5
(Post Project Aeronautical Obstruction Survey Services)

The **OWNER** agrees to pay the **ENGINEER** a Fixed Lump Sum Payment of **\$ 20,000.00**. The actual costs were estimated in conformity with the cost principles established in the U.S. Department of Transportation, Federal Aviation Administration Advisory Circular No. 150/5100-14c, Part 4-5. This will be the total compensation for the scope of work outlined in this contract except by supplementary contract by the parties hereto with prior approval by the FAA.

- 2.3.6 For services under paragraphs 1.6
(Project Closeout Services)

The **OWNER** agrees to pay the **ENGINEER** a Fixed Lump Sum Payment of **\$ 5,150.00**. The actual costs were estimated in conformity with the cost principles established in the U.S. Department of Transportation, Federal Aviation Administration Advisory Circular No. 150/5100-14c, Part 4-5. This will be the total compensation for the scope of work outlined in this contract except by supplementary contract by the parties hereto with prior approval by the FAA.

In Witness Whereof, the parties hereto have caused this Contract Amendment to be executed on the date written above.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the date written above.

ENGINEER

OWNER

**EVANS, BIERLY, HUTCHISON
& ASSOCIATES, P. A.**
Consulting Engineers
Marion, Kansas

CITY OF ANTHONY, KANSAS

By: _____
Vice-President

By: _____
Mayor

Attest: _____
City Clerk

SKETCH:

Anthony Municipal Airport
Rehab Turf Runway



COST ESTIMATE:

Anthony Municipal Airport
Rehab Turf Runway

Mobilization	1	LS	\$	30,000.00	/ea	\$	30,000.00
Earthwork (Fill)	11900	cy	\$	8.00	/cy	\$	95,200.00
Earthwork rework	20000	sy	\$	3.00	/sy	\$	60,000.00
Reseeding	7	acres	\$	5,000.00	/ac	\$	35,000.00
Erosion Control	1	LS	\$	15,500.00	/ea	\$	15,500.00
Traffic Control	1	LS	\$	10,000.00	/ea	\$	10,000.00
					TOTAL	\$	245,700.00
					AGIS Survey & Update	\$	70,000.00
					Design Eng	15%	\$ 36,900.00
					Const Eng	15%	\$ 36,900.00
					Closeout		\$ 2,500.00
					TOTAL	\$	392,000.00
	FAA	90%				\$	352,800.00
	Local	10%				\$	39,200.00
						\$	392,000.00

-Construction

Engineering
146,300

Contract 12/16/22:

Design Engineering - \$40,400
 AGIS - \$30,000
70,400

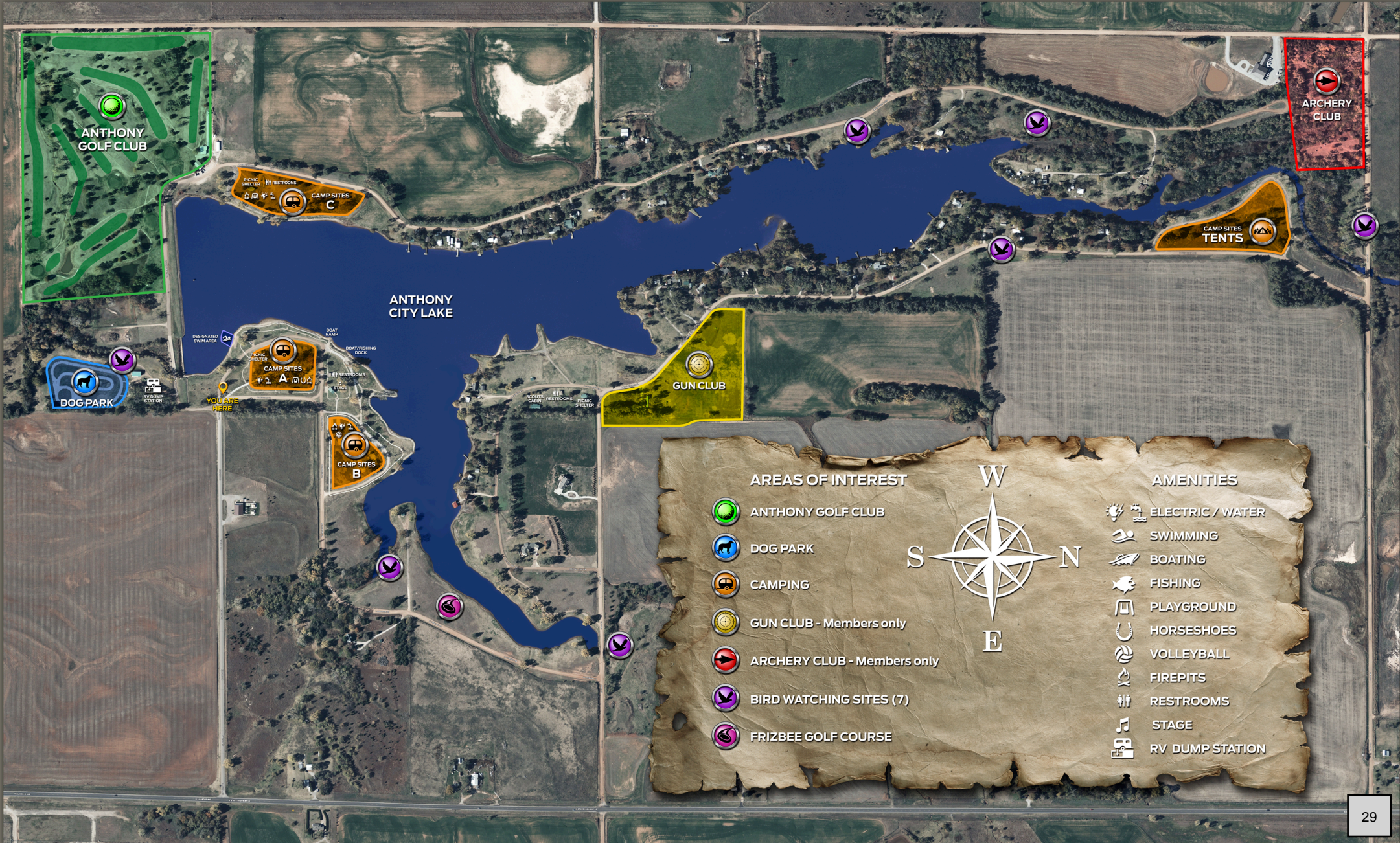
Amendment 4/18/23:

Const. Engineering - \$42,000. (not to exceed)
 Post AGIS - \$20,000
 Close Out - \$5,150
67,150

Total: \$137,550

ANTHONY CITY LAKE MAP

Item 10.



Gun Club

LEASE

THIS AGREEMENT, Made and executed in duplicate this 25th day of July, 1988, by and between The City of Anthony, Kansas, a Municipal Corporation, Party of the First Part, hereinafter referred to as Lessor, and The Anthony Gun Club, Inc., a Corporation, Party of the Second Part, hereinafter referred to as Lessee, WITNESSETH:

WHEREAS, The Lessor is the owner of the real estate commonly known as the Gun Club, located at the Anthony City Lake in Harper County, Kansas, and it desires to lease same to Lessee and the Lessee desires to lease same;

NOW THEREFORE, The Lessor, for the consideration herein set forth, covenants and agrees to let and lease unto Lessee the real estate situated in the County of Harper, State of Kansas, commonly known as the Gun Club, located on the East side of the Anthony City Lake, containing 8.70 acres more or less, together with all the appurtenances thereunto belonging upon the terms and conditions hereinafter specified.

IN CONSIDERATION OF WHICH, Lessee agrees to pay to the Lessor the token sum of One and No/100 Dollar (\$1.00), per year. This lease shall terminate six (6) months after either party shall notify the other of an intention to cancel same; such notice shall be given in written form to the other.

The Lessee is granted the use and occupancy of the demised premises to be used exclusively as a public gun club and no part thereof shall be used for any other purpose; Lessee shall not have the privilege to assign this agreement or to sublet said premises; no alterations shall be made to the premises payable at the expense of the Lessor without the prior written consent of the Lessor having been obtained; the Lessee shall maintain the improvements located thereon in good order and repair and shall not commit nor allow waste thereof, reasonable wear and tear excepted; Lessee in its use and control of said premises shall be responsible for the expense of all utilities consumed during the term of this lease; Lessee shall keep and maintain the present appearance of said premises.

The Lessee shall obtain and pay for a public liability insurance policy covering said premises in the face amount of \$1,000,000.00; in addition to insuring the Lessee, such policy shall endorse the Lessor as an additional insured under the terms of the insurance policy. In addition, the Lessor shall endorse the club house building onto its existing property and casualty insurance package which covers the other property belonging to Lessor.

The Lessee shall hold Lessor harmless from any loss sustained from any claim or demand made upon Lessor for any suit filed or judgment or execution rendered against the Lessor which is caused by or results from the negligence of Lessee in constructing, maintaining and operating the Gun Club and Lessee shall provide insurance protection for any person who might suffer injury or damage caused by or resulting from Lessee's negligence.

The Lessor agrees that when its regular mowing operations at the Anthony City Lake are in the region of the Gun Club, that it will cause the grass to be mowed on the demised premises in the park area in front of the club house and the area beyond the traps. Lessee agrees that all other mowing on the demised premises shall be done at the expense of the Lessee. In the event special mowing is requested by the Lessee of the Lessor, such mowing shall be done at the expense of the Lessee. Lessor agrees that at the same time its other public septic restrooms at the Anthony City Lake are pumped out, that it will cause the public septic restrooms at the Gun Club to be pumped out.

All of the covenants and agreements contained herein shall be binding upon the Parties hereto, and their successors.

IN WITNESS WHEREOF, We have caused this instrument to be subscribed the day and year first above written.

The City of Anthony, Kansas, a
Municipal Corporation.

Alvin Patterson
By: Alvin Patterson, Mayor,
Party of the First Part, Lessor.

Attest:

Donald F. Heidrick
Donald Heidrick, City Clerk

The Anthony Gun Club, Inc., a
Corporation.

Dan Cartmill
By: Dan Cartmill, President,
Party of Second Part, Lessee.

SECOND AMENDMENT TO LEASE

THIS AGREEMENT, Made and executed in duplicate this 17th day of December, 2008, by and between The City of Anthony, Kansas, Party of the First Part, a referred to as Lessor, and The Anthony Gun Club, Inc., a corporation, Party of the Second Part, hereinafter referred to as Lessee, WITNESSETH:

THAT PARTY OF THE FIRST PART AND PARTY OF THE SECOND PART COVENANT AND AGREE TO AMEND LEASE DATED AUGUST 22, 1994 WITH AMENDMENT TO LEASE, dated September 5, 2005, AGREE TO A SECOND AMENDMENT TO LEASE as follows:

- 1. WHEREAS, The Lessor is the owner of the real estate commonly known as the Gun Club, located at the Anthony City Lake in Harper County, Kansas, and it desires to continue lease same to Lessee and the Lessee desires to lease same;
- 2. NOW THEREFORE, the Lessor, for the consideration herein set forth, covenants and agrees to let and lease unto Lessee the real estate situated in the County of Harper, State of Kansas, commonly known as the Gun Club, located on the East side of the Anthony City Lake, containing 8.70 acres more or less, together with all the appurtenances thereunto belonging for a term of three years commencing September 1, 2006 and ending August 31, 2009.
- 3. All other terms of the Lease dated August 22, 1994 shall remain the same.

IN WITNESS WHEREOF, we have hereunto subscribed our names the day and year first above written.

City of Anthony – Howard D. Hatfield
MAYOR – Party of the First Part

ATTEST:

Donald F. Heidrick – City Clerk/Administrator

The Anthony Gun Club, Inc.,
a Corporation,

By: Sid Burkholder, President
Party of Second Part, Lessee

LEASE

THIS AGREEMENT, Made and executed in duplicate this 16th day of April, 1990, by and between The City of Anthony, Kansas, a Municipal Corporation, Party of the First Part, hereinafter referred to as Lessor, and Southern Kansas Bowhunters Club, Party of the Second Part, hereinafter referred to as Lessee, WITNESSETH:

WHEREAS, The Lessor is the owner of the real estate commonly known as the Anthony City Lake Area in Harper County, Kansas, and it desires to lease two tracts to Lessee and the Lessee desires to lease same;

NOW THEREFORE, The Lessor is the owner of the real estate commonly known as the Anthony Lake Area in Harper County, Kansas, and it desires to lease two tracts of land located at the Anthony Lake Area to Lessee and the Lessee desires to lease the same in the NW 1/4 of Section 11, T33S, R7W of the 6th PM thus described: TARGET RANGE AREA: Beginning at the NW corner of said Section 11, thence East 790', thence South 380', thence West 790', thence North 380' to point of beginning. Said tract contains 6.89 acres more or less. ALSO A MEETING AREA (adjacent to target area): Beginning at a point 790' East of NW Corner of said Section 11, thence East 410', thence South 300', thence West 410', thence North 300' to point of beginning. Said tract contains 2.82 acres more or less. Together with all the appurtenances thereunto belonging upon the terms and conditions hereinafter specified.

IN CONSIDERATION OF WHICH, Lessee agrees to pay to the Lessor the token sum of One and No/100 Dollar (\$1.00), per year. This lease shall terminate 30 days after either party shall notify the other of an intention to cancel same; such notice shall be given in written form to the other.

The Lessee is granted the use and occupancy of the demised premises to be used exclusively as a bowhunters club and no part thereof shall be used for any other purpose; Lessee shall not have the privilege to assign this agreement or to sublet said premises; no alterations shall be made to the premises without the prior written consent of the Lessor having been obtained; the Lessee shall maintain the improvements located thereon in good order and repair and shall not commit nor allow waste thereof, reasonable wear and tear excepted; Lessee in its use and control of said premises shall be responsible for the expense of all utilities consumed during the term of this lease; Lessee shall keep and maintain the present appearance of said premises.

The Lessee shall obtain and pay for a public liability insurance policy covering said premises in the face amount of \$500,000.00; in addition to insuring the Lessee, such policy shall endorse the Lessor as an additional insured under the terms of the insurance policy. The Lessee shall provide the Lessor with a Certificate of Insurance.

The Lessee shall have the premises marked with warning signs at all times. The Lessee shall hold Lessor harmless from any loss sustained from any claim or demand made upon Lessor for any suit filed or judgment or execution rendered against the Lessor which is caused by or results from the negligence of Lessee or its invitees in constructing, maintaining and operating the Bowhunters Club.

The Lessee agrees the parking area on the demised premises will be used for parking only and will not be used for bow hunting activities. The Lessee agrees to mow the parking area on the demised premises and it shall be done at the expense of the Lessee. In the event special mowing is requested by the Lessee of the Lessor, such mowing shall be done at the expense of the Lessee.


The Lessee agrees to take extra precaution when large groups are using the lake and area. The Lessee agrees to notify the Lessor of all tournaments and special events that the Lessee will hold on the demised premises.

The Lessee agrees to cooperate with the Boy Scout and Girl Scout organizations for the use of the demised premises and surrounding area for Scout activities. The Lessee agrees at all times, to take precaution not to harm, and to insure the safety of all wildlife in the area.

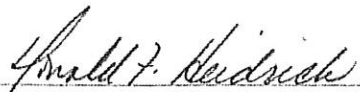
All of the covenants and agreements contained herein shall be binding upon the Parties hereto, and their successors.

IN WITNESS WHEREOF, We have caused this instrument to be subscribed the day and year first above written.

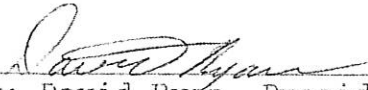
The City of Anthony, Kansas, a
Municipal Corporation.


By: Eleanor F. Williams, Mayor,
Party of the First Part, Lessor.

Attest:


Donald F. Heidrick, City Clerk

The Southern Kansas Bowhunters Club


By: David Ryan, President,
Party of Second Part, Lessee.

Sent:
To:
Subject:

Friday, March 31, 2023 1:12 PM
Judy Kelley
New layout

Item 13.

Bow Hunter's Club Request:



RESOLUTION NO. 1119

A RESOLUTION APPROVING A NAME CHANGE TO THE KANSAS POWER POOL (“KPP”), A MUNICIPAL ENERGY AGENCY (THE “KPP”); APPROVING A SECOND AMENDMENT TO THE AGREEMENT CREATING THE KPP; AND AUTHORIZING THE KPP TO EXECUTE SUCH SECOND AMENDMENT AND ALL OTHER NECESSARY ACTIONS TO CHANGE ITS NAME.

WHEREAS, the City of Anthony, Kansas (the “City”) is a member of the Kansas Power Pool (“KPP”), a Municipal Energy Agency (herein, “KPP”); and

WHEREAS, the KPP desires to change its name and execute a Second Amendment to the Agreement Creating the KPP (“Second Amendment”); and

WHEREAS, pursuant to K.S.A. 12-889, an amendment to the agreement creating a municipal energy agency must be approved by resolution of the governing body of each member city and shall be executed by the mayor of each such member city; and

WHEREAS, the City and the KPP desire that the City approve the KPP name change and the mayor execute the Second Amendment.

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

SECTION 1. The City hereby approves and authorizes the KPP to change its name to KPP Energy, a Municipal Energy Agency.

SECTION 2. The City hereby approves, adopts, and authorizes its Mayor to execute the Second Amendment.

SECTION 3. The Mayor and City Clerk are hereby authorized and directed to execute any documents and take all such other actions not inconsistent herewith as may be appropriate or desirable to accomplish the purposes contemplated by this Resolution, including but not limited to, the Mayor’s execution of the Second Amendment.

SECTION 4. This Resolution shall become effective upon its approval and passage by the governing body of the City.

ADOPTED, PASSED, AND APPROVED by the governing body of the City of Anthony, Kansas this 18th day of April, 2023.

CITY OF ANTHONY, KANSAS

[seal]

By _____
Gregory L. Cleveland, Mayor

ATTEST:

By _____
Cyndra Kastens, City Clerk

**SECOND AMENDMENT TO THE
AGREEMENT CREATING
THE KANSAS POWER POOL (“KPP”),
A MUNICIPAL ENERGY AGENCY**

By resolution of the governing body of each member City named herein, executed by the Mayor of each City, the following Second Amendment to the Agreement Creating the Kansas Power Pool (“KPP”), a Municipal Energy Agency (“Agreement”) is hereby made to wit:

1. The name of the agency shall be changed to KPP Energy, a Municipal Energy Agency (for purposes of this amendment, the “KPP”).
2. All other terms and conditions contained in the Agreement and the First Amendment to the Agreement that are not in conflict with this Second Amendment remain and continue in full force and effect.
3. This Second Amendment to the Agreement is entered into by the following cities that, pursuant to Kansas statute, were either original signators to the Agreement, or cities that have joined since the original Agreement was approved. The member cities of the KPP are as follows: the City of Anthony, Kansas, the City of Attica, Kansas, the City of Augusta, Kansas, the City of Burlingame, Kansas, the City of Burlington, Kansas, the City of Chapman, Kansas, the City of Clay Center, Kansas, the City of Ellinwood, Kansas, the City of Erie, Kansas, the City of Glasco, Kansas, the City of Greensburg, Kansas, the City of Haven, Kansas, the City of Hillsboro, Kansas, the City of Holyrood, Kansas, the City of Kingman, Kansas, the City of Larned, Kansas, the City of Lucas, Kansas, the City of Luray, Kansas, the City of Marion, Kansas, the City of Minneapolis, Kansas, the City of Mount Hope, Kansas, the City of Mulvane, Kansas, the City of Osborne, Kansas, the City of Oxford, Kansas, the City of Stafford, Kansas, the City of Saint Marys, Kansas, the City of Stockton, Kansas, the City of Udall, Kansas, the City of Waterville, Kansas, the City of Wellington, Kansas, and the City of Winfield, Kansas.
4. The Mayor of each City has set his or her hand on the date written on his or her individual signature page and attested to the same.
5. This Second Amendment to the Agreement may be further amended subject to K.S.A. 12-889 by a vote of the Board of Directors of the KPP as they deem necessary. Such further amendment shall be approved by resolution of the governing body of each member City and shall be executed by the Mayor of each member City. Any amendment must be submitted to and approved by the Attorney General in the manner provided in subsection (b) of K.S.A. 12-888.
6. In the event any paragraph of this Second Amendment to the Agreement is found not to comply with Kansas statutes, the same may be deleted and the remaining portions of this Second Amendment still control, unless such deletion renders the Agreement incomplete.

- 7. This Second Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute the binding and enforceable agreement of the parties hereto. This Second Amendment may be executed and delivered by a party by facsimile or electronic document transmission, which transmission copy shall be considered an original and shall be binding and enforceable against such party.
- 8. This Second Amendment, along with the Agreement and First Amendment, constitute the entire agreement of the parties and shall not be amended expect in writing and in the manner provided by K.S.A. 12-889.

Executed this 4th day of October, 2022.

CITY OF ANTHONY, KANSAS

[seal]

By _____
Gregory L. Cleveland, Mayor

ATTEST:

By _____
Cyndra Kastens, City Clerk

COURT REPORTING CASE REPORT
OFFN DATES: 03/01/2023-03/31/2023

FOR OFFICER CODES: ALL

CASE NO	DEFENDANT'S NAME OFFICER'S NAME	TICKET NO	CRT DATE OFN DATE	FINE OFFENSE DESC	CRT COST	OFFN FEE	ACTN FEE	CASE TOTL	AMT PAID LST PYDT	AMT DUE
202300034	CMPABELL, WYNEMA K LUCK BAILEY	1389	5/09/23 3/01/23	100.00 VICIOUS DOG	74.50	23.50	.00	198.00	.00	198.00
202300035	GONZALEZ, MARY Y LUCK BAILEY	4946	5/23/23 3/04/23	36.00 SPEEDING 11 MPH OVER	74.50	23.50	20.00	154.00	.00	154.00
202300036	GATES, ETHAN J LEDEZMA ALEX	1300-23	3/28/23 3/05/23	50.00 DOG AT LARGE	.00	.00	10.00	60.00	60.00 4/03/23	.00
202300037	GIESEN, BRAD D LUCK BAILEY	4947	4/11/23 3/09/23	42.00 SPEEDING 12 MPH OVER	74.50	23.50	.00	140.00	140.00 3/20/23	.00
202300039	HERNANDEZ, FELIPE LEDEZMA ALEX	4950	5/09/23 3/13/23	78.00 SPEEDING 18 MPH OVER	74.50	23.50	20.00	196.00	196.00 4/04/23	.00
202300040	BOYER, JOHN E MANNING HERMAN	4948	4/11/23 3/14/23	66.00 SPEEDING 16 MPH OVER	74.50	23.50	.00	164.00	164.00 3/22/23	.00
202300041	CUMMINGS, CRYSTAL L LUCK BAILEY	4951	4/25/23 3/14/23	36.00 SPEEDING 11 MPH OVER	74.50	23.50	.00	134.00	134.00 3/15/23	.00
202300042	PROUSE, JENNIFER SUE LEDEZMA ALEX	4952	4/11/23 3/16/23	36.00 SPEEDING 11 MPH OVER	74.50	23.50	.00	134.00	134.00 4/04/23	.00
202300043	WHITE, ROBERT S MANNING HERMAN	4953	4/11/23 3/17/23	30.00 SPEEDING 10 MPH OVER	74.50	23.50	.00	128.00	128.00 4/03/23	.00
202300044	HOFFMAN, MARK D LUCK BAILEY	4954	4/25/23 3/19/23	.00 SPEEDING 12 MPH OVER	.00	.00	.00	.00	.00	.00
202300045	COOPERRIDER, SHELLI R MANNING HERMAN	1426	4/25/23 3/19/23	.00 DOG AT LARGE	.00	.00	.00	.00	.00	.00
202300046	WARREN, KEVIN R LEDEZMA ALEX	4955	4/11/23 3/24/23	48.00 SPEEDING 13 MPH OVER	74.50	23.50	.00	146.00	146.00 3/30/23	.00

COURT REPORTING CASE REPORT
OFFN DATES: 03/01/2023-03/31/2023

FOR OFFICER CODES: ALED-TPOT

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
202300047	DAVIDSON, DARRELL W,E, HOUSTON NATHAN	1425	4/25/23 3/26/23	.00 VICIOUS DOG	.00	.00	.00	.00	.00	.00
202300048	GERBER, PAMELA K MANNING HERMAN	4956	4/25/23 3/28/23	.00 SPEEDING 11 MPH OVER	.00	.00	.00	.00	.00	.00
202300049	LOHMANN, TODD M MANNING HERMAN	4957	4/25/23 3/28/23	.00 SPEEDING 10 MPH OVER	.00	.00	.00	.00	.00	.00

REPORT TOTALS 1,454.00 1,102.00 352.00

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
4/18/23

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 April 4, 2023 Regular Meeting Minutes
2. Special Appropriations:

Fund #34 Capital Streets – Pavement Maintenance Products - \$2,767.50 Street Sealer

3. Appropriation Ordinance No 6134 \$493,078.55

This AP is high due to the Strong's Insurance annual renewal of \$235,000. In addition, you will note in Electric a payment to AR Roofing for \$38,976.26. This is actually a bill that did not get paid from last year when we redid the roof at the power plant. The auditors are pushing this expense back to 2022. So, this AP is \$273,977 higher than normal.

4. Approve 4.11.23 Payroll \$60,558.35

5. Reappoint Wren Robinson to the Anthony Lake Board to Serve Term to Expire 2025

The Lake Board terms are 4-year terms, and you will note this reappointment is for 2-years. This is intended to clean up where we have gotten off cycle from when the Commission changed the lake from a seven-member board to a five-member board in order to achieve a regular quorum. This 2-year appointment will bring this back into the correct cycle.

PUBLIC HEARINGS - NONE

REGULAR BUSINESS

6. Request to Waive Municipal Hall Fees CHS Prom 2023 - Malory Intemann

The junior class has selected Municipal Hall for prom this year. They will be requesting a fee waiver for Friday and Saturday. Chief Hodson has also approved a street closing on South Anthony (east side of the Hall) for walk in. Vehicles will line up on south Anthony facing north and police will be there to handle traffic.

7. Approve EBH Contract Amendment for Inspection of Turf Runway

I have reattached the cost estimate prepared last year for this project. If you will recall, FAA recommended that we prepare the engineering for this project in two parts, as a contract with an amendment. We approved the original contract in December, and this is the amendment needed to complete the 2nd phase of the project. As you can see when reviewing some of the estimated costs

To: City Commissioners
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with the contract amounts, some of the items have come in higher and some lower. Overall, with the approval of this amendment, we are coming in over \$8,000 under the total estimated cost for engineering services. You will also note that the construction estimate was around \$245,700. I thought this might be a helpful number to have when you review bids on the next agenda item.

8. Approve Turf Runway Reconstruction Bid

The bid opening will be at 3:00 on Tuesday. After the opening, Darin and I will review the bids and prepare a tabulation to present at the Commission meeting so you can select a contractor.

9. Approve to Submit FAA Grant Application for Turf Runway Rehab

Now that we will have contractor costs, we can submit the application to FAA for the grant. Remember, these are entitlement funds, not like a competitive grant we are applying for, so you will not need to be concerned that we may not get the funds for the contractor we just approved. FAA already approved our project, this is just the next step in the process in order to allow us to use our entitlement (and BIL) dollars.

10. Anthony Lake Sign Map Draft Review - Anthony Lake Board

The street department has been working to install the new lake this week and the Lake Board is trying to finalize the map for the sign. In your packet is a copy of the draft that they would like to get your input on before they get to their final draft work. There will also be a large copy on the wall in the commission room. This is just a draft! You will note that they have boundaries on there for the clubs and these boundaries are not drawn accurately. Please take a look and let them know any comments or thoughts you have.

11. Approve Wayne Dennis Committee Recommendations for New Appointments: Linda Francis, Afreda Hill, Veronica Larcom, and Susan Croft

12. Wayne Dennis Committee Recommended Funding Approval - Erin Albright

As of the time of sending out the agenda, I still had not received the minutes or recommendation from the Wayne Dennis committee as to the three applications they reviewed for approval. The account balance at the city is \$25,877.

13. Southern Kansas Bowhunter and Gun Club Lease Discussion - Mark & Judy Kelley and Sid Burkholder

Copies of the leases are attached. To save time, please see notes in Admin report below for a quick review and comment of these leases.

14. 2017 Ford Explorer Discussion

This is in reference to the email I sent out last week in regard to the engine being bad in this explorer and options to repair/replace.

15. Anthony Water Systems Review

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
4/18/23

This will be an overall update on where we are with the review of the Anthony water system as a whole in assuring our longevity for potable water needs and also evaluating the requests of Rural Water 2 and the Anthony Golf Club. A copy of the report to the Golf Club is attached in the packet.

16. Resolution No. 1119 Approve Kansas Power Pool Name Change

The Kansas Power Pool (KPP) is changing their name to KPP Energy. We no longer take power from the KPP but because we used to, we are still listed as a member city. Therefore, they cannot legally change their name unless we approve this resolution. We are actually the only member city holding them up on this effort, so they are very eager for this to pass. Once they have completed the name change, which will have to occur via the attorney general, then they will start the process to remove the cities that no longer take power from them which includes Anthony and the following other six member cities: Burlingame, Chapman, Larned, Osborne, Stafford, and Stockton.

17. HCCF Agreement for BASE Project

During the audit the recommendation has been presented that we should have some type of agreement or MOU with HCCF for the BASE Grant. I will discuss this further at the meeting.

18. Anthony Land Development Incentives

I will briefly review some of our land development incentives.

19. CDL Training for City Employees

CDL laws have drastically changed in the last two years, and we have one (maybe two) employees that need to obtain their CDL. I will be discussing some options to achieve that.

20. Municipal Court Report March 2023

Admin Report:

1. Audit – We have been working hard on the audit which officially took place on April 13th, though most of the week before and week during (and still some this week) has been spent on data collection and discussions. Jamie has worked very hard on this keeping a lot of information flowing. All of the office staff have contributed in some level. No date yet for the presentation as we have not completely wrapped up yet.
2. 2023 Election – It is an election year for the city. The three positions open this year are Commissioners Hodson, Eaton, and Smith. I have certified these to the County Clerk for the upcoming election and sent a copy of the election packet to each of these Commissioners to complete and return prior to noon on June 1st if they will be electing to run again. (Fingers crossed!)

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
4/18/23

3. Golf Course Irrigation – Commissioner Hodson and I met with the Golf Board on April 11th, and I presented my current activity on the issue. I will update you on this at the city meeting in the “Anthony Water Systems Review” agenda item. Attached to the packet you will find a copy of the Report of Progress presented to the Golf Board.
4. Lake Levels – We are still monitoring the lake levels in these drought conditions. There is no standard as to when a city must close a lake for safety. We will bring it to your attention when it becomes severe. If you as a commission, believe it should be closed before we pull that trigger, please let me know. I encourage you all to take a drive out there if you haven't already.
5. Swimming Pool – The pool does have some cracking. We have ordered the supplies to be repaired but the first in-house attempts to do so are not going smoothly. We are consulting with the company that completed the last refinishing for technical guidance.
6. Housing Committee Update - The housing committee has so far been able to review the employer interviews and a report on the surveys that were completed. This week the committee starts identifying the top three assets and top three priority issues for housing. There will be a few more meetings identifying issues and selecting housing resources, then we will move into the public meeting stage giving citizens one additional opportunity to provide input. The Committee will meet one last time after the public meeting to review the comments from that meeting and see if they will adjust their findings which will then be presented to the Governing Bodies. A work session will probably be needed. Will keep you posted.
7. Gun Club and Bowhunter Club Lease Review:

Gun Club –

1. Annual Fee - \$1.00
2. Originally, either party can terminate with 6-month written notice. This was later changed to a three-year renewable lease that was never renewed after 2009.
3. Gun Club cannot sublet.
4. No alterations that are payable to the expense of the Lessor (city) can be done without prior approval. (Interesting that only the alterations the city pays for need approval)
5. Gun Club must maintain \$1,000,000 of public liability insurance with city as additional insured (we do need a copy of this)
6. Gun Club pays for utilities.
7. City mows park area in front of club and area beyond the traps when city is in regular mowing season. Gun club mows everything else. Special mowing requests of the city will be done at the expense of the Gun club.
8. There is no definition of boundaries except “the area commonly known as the gun club containing 8.70 acres.

Comments: I don't see anything that would need to change except to bring the lease current and to perhaps require prior approval for any alterations instead of just ones that cost the city.

To: City Commissioners
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4/18/23

If you want to define the boundaries we can throw in a legal description. But this should be a simple renewal. ?

BowHunters –

1. Annual Fee - \$1.00
2. Either party can terminate with 30 days' written notice.
3. Archery cannot sublet.
4. Archery cannot make any alterations without prior written consent of the city.
5. Archery pays for utilities.
6. Archery must maintain \$500,000 public liability insurance with the city as additional insured. Need certificate of insurance.
7. Archery must have premises marked with warning signs at all times.
8. There is a reference to Archery agreeing that the parking area on the demised premises will be used for parking only (not bow hunting activities).
9. Archery to mow the parking area. Any request to city for special mowing done at the cost to the archery.
10. Archery agrees to take special precautions when large groups are using the lake and agrees to notify the city of all tournaments and special events of the archery.
11. Archery agrees to cooperate with the boy scouts and girl scouts for use of the premises and surrounding area for scout activities.

Attached to the lease is a map. The top map is what the Archery is requesting to renegotiate for the leased area. The bottom map is the current leased area according to the lease. The actual area used stretches further south than what Archery is leased or proposes to renegotiate.

Comments: I caution making decisions on a proposal to change the boundaries of the leased area until there is a resolution to Archery's statement that there is a law or insurance requirement that says people cannot be within so many yards of the shooting activities, as this would strongly impact the other public areas at the lake. I have requested this rule/law from Archery for the last 8 months but have not had any information as of yet. It's good to communicate and negotiate, I simply state this caution because it is a public safety issue that the city has a responsibility to resolve first and could impact the boundaries you decide upon.

8. Staffing – Interviews were held for the summer mowing positions and returning employees Max Goodwin and Thomas Deviney have accepted the positions this year. Thomas will once again mow the parks and Max will be at the lake. Still no applications for the water department head. I have a call in to KMU to contract a certified operator. Ads are out for a mechanic.
9. Department Reports – A superintendent report was not attached so I included the Department Head reports here:

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
4/18/23

Power Plant:

- We have been doing normal everyday plant rounds
- Fixed a leak at house 71B
- Picked up tree limbs and mowed the entire acreage.
- LB had a couple phone meetings
- The boiler certification was on Thursday this week so the boiler is all inspected and certified.
- We have spent every other available second of our work week at the lake working on the camper dump station and am so happy to report the dump station part is all done on the cement and plumbing. Next week we will be working on the main line installing pressure vents.

Electric Department:

- Replaced 35' A1 pole 8 miles east and 7 miles south.
- Worked on Digger #7. Pole claws were not working.
- Turned On Hidden Acres RV Park. 39 total
- Worked on Scata System at the water tower.
- Repaired CT wire at Gene's IGA.
- Put up the batting cages at the baseball field.
- Framed poles for Nulik Project.
- Turn On/Off Orders
- Just Read Orders
- Locates

Street Department:

- Sealing cracks
- Patching holes to prepare for Contractor
- Installing new lake sign.

Golf Course Irrigation Water Update April 2023

Immediate Critical Water Needs:

1. Can you fill me in on how the wells are performing after the rehab?
2. How is the pump keeping up at present?
3. What additional volumes are needed to meet critical needs at present?

Long-Range Sustainability Solutions:

To review this long-range plan, you would first want to remember in the state of Kansas, water is a public resource. You do not own the water under your land. If you own the land, you have the right to use it for domestic purposes, anything other than that requires a water right. For the city to utilize well or surface water for golf course irrigation, we had to obtain water rights and if we choose to look for more water to use, we will have to request to obtain and justify the need for the water right or buy an existing water right.

To acquire a water right: The only way to determine if you can obtain a water right is to make an application to the Division of Water Resources (DWR) and allow them to complete their process of determination. This would be based upon water availability in the area you are wanting the water, meeting the rules for establishment, evaluating safe yield in a two-mile radius, etc... You do not need to submit pump test data to verify yield, the water right is not based on what you can produce but on what is available by right in the 2-mile area. However, you would want pump test data for your own investigation to make sure you CAN produce the volume you are requesting as part of your internal evaluation process and to know how far you would want to invest in obtaining land, wells, or water rights.

Note: If submitting an application on a **new** well, you would not need a pump test, but you would need to submit test hole data as DWR does need to see the formation as part of their evaluation purposes.

You do not have to own the land a well is on to make application. You can buy an existing water right and relocate it. However, if you do not own the land you have to have a Legal Access Agreement to the well in place with the landowner to make the application to DWR.

There is an application fee depending on how much water you are asking for: \$200 for up to 100-acre ft or \$300 for 100–300-acre feet.

One critical part of this process is justification to the State of Kansas that the City of Anthony needs more water. The Golf Board has provided a study performed in 2022 by the United States Golf Association (USGA) indicating that the golf course irrigation requirements would need 11,600,000 gallons of water in a normal year with average precipitation. The city currently has water rights for irrigation out of the the lake of 23 acre-feet of surface water (7,494,000 gal) and at the golf course’s three combined wells of 9.5 acre-feet of well water (3,095,000 gal). There is a MAXIMUM total

combined water right of 27 acre-feet per year (8,797,000). The following is a recap of the city’s current water rights:

1. HP-07 - Recreation portion of the Lake: 200 acre-feet.
2. Permit 41864 – Irrigation portion of the Lake: 23 acre-feet.
3. Permit 41865 – Irrigation of the three wells located by the Golf Course: 9.5 acre-feet.

(Permit 41864 & 41865 have the combined right not to exceed 27 acre-feet.

4. HP-02 – Wells 1-8 Bluff Creek Municipal Use: 488 acre-feet (159,000,000 gpy)
5. Permit 1850-A – Wells 1-5 Municipal Use: 620 acre-feet

Reference Notes:

325,851 gal = 1 acre-foot Average aquifer recharge per year = 2” Evaporation = 33”/acre for full calendar year

To get more water available at the golf course the following considerations are under evaluation:

1. Take all necessary actions to fully utilize all the water rights we currently have where possible.
2. Make application to increase our water rights on the existing resources we currently have.
3. Evaluate additional storage tank options.
4. Drill a new well on city property and make application for additional water rights.
5. Purchase land (or obtain Access Agreements) that has an existing well (or drill a new one) and make application for additional water rights. Includes Bluff Creek Well Development.
6. Connect to city water system.

The following is a process level look at the aforementioned options for the purposes of progress updating, not a professional evaluation. Please also be aware that this research is not complete as of this date and some data is either not fully confirmed or incomplete.

1. **Make necessary repairs to existing equipment and utilize existing water resources efficiently.**

Utilizing your existing resources to its max benefit is one of the least costly ways to add to our needed water goal, and one of the most responsible in being stewards of our existing rights. We have utilized the following:

2018: wells - 464,000	lake- 9,555,000	Overused lake 2,061,000, underused wells but exceeded total
2019: wells- 7,000	lake- 7,417,000	Underused wells 1,373,000
2020: wells- 0	lake- 8,099,000	Overused lake 605,000, underused wells 698,000 (93,000 av)
2021: wells- 164,834 ?	lake- 6,686,000	Underused lake 808,000, underused wells 1,946,166

2022: wells- 728,811 lake- ?

We are all aware that the wells are not producing their water right capacity. Instituting repairs on the system to prevent loss and focusing efforts to rehab the existing wells was an excellent first step in correcting this. Additional items to consider to ensure we are efficiently utilizing existing water rights could include:

1. Implementing Best Management Practices for conservation where possible, such as:
 - a. Was the golf board able to secure weather station and moisture metering equipment to enhance irrigation determination schedule?
 - b. Implement Water Monitoring Program. Monitoring water usage data against run time calculations should be a critical step in regular maintenance as well in order to help monitor potential water loss. I'm sure the golf course already does this, but the city and the golf course could work together on a program that ensures the proper monitoring of these levels. A log could be utilized, categorized per zone, recording the start and end-run times daily. This should be calculated and verified against metering numbers from lake and wells each year to attempt to verify loss and or use.
2. Hydrogeologic Review of the Existing Wells. There may be benefit to reviewing any available data on the wells to determine if new wells in the same location or any other efforts could be completed on the existing wells for more production. This could be a waste of time, but a simple review of the existing data should be considered since more utilization of the existing resources tends to appear the most cost-effective effort.

2. Make application to increase our water rights on the existing resources we currently have.

It could be possible to increase our existing water rights on our existing resources BUT ONLY IF:

1. The wells could be rehabilitated to physically produce more volume or new wells drilled nearby.
2. The Commission is willing to take more water out of the lake.
3. There is additional water right available to obtain. This would be based upon MANY factors which include other usage within 2 miles, and upstream drainage if we are increase the lake.

As for taking more water out of the lake, the total depth taken off the lake when the golf board utilizes their full existing water right is 2.379 inches per year. So, when we pull 7,494,000 gallons out of the lake it only drops the water level by just over two and 3/8 inch. This does mean, you could apply to take more from this resource however, we know it is a large concern publicly when the lake level is low. Which it is severely right now. We need to also remember; the cause of the low water level is really evaporation and loss of precipitation. Initial calculations by myself and DWR indicated that at the current depth and pulling large volumes it could drop as much as 4" per day but both of us agreed this number cannot be correct so we are calculating further and monitoring the levels.

NOTE: Interesting point, when the city applied for the water rights to pull water out of the lake to irrigate the golf course, it was approved for 75 acre-feet of water. However, over the permit perfection period (1996-2009) the course never took more than 23 acre-feet in any one year so it was reduced.

NOTE: There has been discussion in the past of utilizing Bluff Creek to possibly recharge the lake. I did contact DWR about this to see if it was permissible. I was told it is however, I was also told it is not common due to the size of the water body. They receive water right requests to recharge ponds in this fashion but the person I had spoken with in the KDHE field had never had one for a lake. It would take a well and or wells that could produce 167.79 gpm running 24/7/365 (88,190,984 gallons) per year just to replace the 28" of water in the lake. Again however, I was not told no.

3. **Evaluate Additional Storage Tanks.**

Understanding that this doesn't sound like it makes much sense, as part of this research I am trying to leave no stone unturned. The discussion should include a review as to whether additional storage could provide some aid since again, though not cheap, it is still among the cheaper options for solutions which makes it possibly more feasible.

4. **Drill a new well on city property and make application for more water rights.**

Depending on what is determined above about increasing the rights on our existing resources, if we can increase the well water rights significantly in the area but just cannot produce it with existing well production, we could evaluate drilling new wells on existing city property. This would eliminate the cost of purchasing land and or piping water great distances. To determine this, I am currently reviewing any existing pump test data in the area. If this becomes a serious topic of discussion we would want to drill a test hole to determine water availability. The cost of drilling a test hole and possibly completing a well would need to be weighed against the cost of purchasing land and piping.

5. **Purchase land (or obtain Access Agreements) that has an existing well (or drill a new one) and make application for additional water rights.**

The city has historically evaluated a combination of developing new and securing existing wells located in the Bluff Creek area and piping it to the golf course. A study was completed in 2014 for this purpose. Three well locations were chosen (Well #6 south of the highway, Seipel 10' well, and west airport well) and an opinion of cost was prepared to determine how much it would take to get the water to the golf course. The cost at that time was \$496,591.65. I would need to research a little further to determine how much or if the total volume they could produce based on the conclusion of the report (240-320-acre feet per year) is the combination of putting all the wells into production. At present though, due to the expected increase in cost due to inflation and lack of funds, I am researching grant options to see if I can find funding for this purpose.

6. **Connect to City Water System**

In order to evaluate whether or not the city could supply the needs of the additional irrigation, the city's current water source supply is being evaluated to verify sustainability for potable water needs for the City of Anthony and Rural Water District #2. I am currently crunching a lot of numbers and reviewing well logs and usage data to compile some initial findings to determine if we have sufficient availability for this purpose without jeopardizing human needs first.

In summary:

1. I would like to get a look at any information on the existing wells, well logs, water driller historical experiences, and any other existing data to rule out the possibility of reconstruction or drilling closer to the golf course.
 - a. Can I get any information you received from Mitch or permission from you all to contact Mitch and request it?
2. I am researching grant possibilities to fund a connection to Bluff Creek.
3. I am researching the sustainability of connecting to the city's existing supply.

Thoughts and Points to Review:

1. Every year Bluff Creek stopped flowing which caused water level and yields to decline. Further review is needed to verify what impact that might have on the Bluff Creek wells. Since the golf course would need the water in the summer months and this would be an impact to this supply during the same time of year. Perhaps even testing the test wells they drilled this summer could help provide more info. Just trying to verify before we try to fund over a million dollars in funding that we have reviewed issues that were raised.
2. How much could the lake sustain if we get more water rights and take more water? Monitoring the levels now will help us produce some of these realistic numbers.
3. Did the golf board water samples of the lake and wells in for testing as recommended by USGA? IF so, was that sent to Paul and could I get his comments on it?
4. Could I get an analysis of water quality standards acceptable for golf course irrigation? I could just call USGA but wanted to make sure you didn't have a specific standard you were trying to meet.

To: Anthony City Commission

Re: Chief of Police report

From: Kenny Hodson

Date: 04-18-2023

We inspected some properties to be cleaned up

We arrested Brenton Cessna on a warrant

We arrested Kegan Boice on a warrant

We arrested John Gomez on a warrant

We investigated a minor traffic accident

We investigated a case of child pornography being transmitted and we picked up a female juvenile and she was transported to a juvenile facility