



City Commission Regular Meeting

Tuesday, October 15, 2024 at 6:00 PM
Commission Chambers, 124 S Bluff, Anthony, KS 67003

AGENDA

OPENING

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

PUBLIC COMMENT

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

CONSENT AGENDA

- [1.](#) Approve October 1, 2024 Regular Meeting Minutes
- [2.](#) ~~Special Appropriations~~
- [3.](#) Appropriation Ordinance No. 3200 \$475,788.460
- [4.](#) Approve 10.08.2024 Payroll \$61,469.82
- [5.](#) Approval to Bid Office Copier
- [6.](#) Approve Investment Renewal: Bank of the Plains COD 5000001528-Water Reserve \$100,000 Reinvestment- 24 months

PUBLIC HEARINGS - NONE

REGULAR BUSINESS

- [7.](#) Request to Waive Hall Rental Fees for Market Fair November 30th - Chamber of Commerce
- [8.](#) Approve Submission of Community IRA Forest Grant \$100,000 - Anthony Tree Board
- [9.](#) Award Bids and Approve Funds for CDBG Housing Grant Bid Tour #1
- [10.](#) Approve Transient Guest Tax Committee Recommendation of \$2,500 for Cash Back Christmas Promotion

- 11. US Bureau of Rec Water Energy Efficiency Grant and Build Kansas Funds - Meter Replacement
- 12. Community Solar Farm Discussion
- [13.](#) Approval of IBTS Service Agreement
- 14. Municipal Hall Rental Deposits
- 15. Kayak Rental Services at Anthony Lake
- 16. Lake Economic Development Public Materials
- [17.](#) City of Anthony Engineer Agreement

STAFF REPORTS

- [18.](#) Administrator Report
- [19.](#) Department Reports
- [20.](#) Chief of Police report

EXECUTIVE SESSION - NONE

ADJOURNMENT

Standing Committees:

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



City Commission Regular Meeting

Tuesday, October 01, 2024 at 6:00 PM
Commission Chambers, 124 S Bluff, Anthony, KS 67003

MINUTES

OPENING

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

PRESENT

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

City Administrator Cyndra Kastens, Police Chief Kenny Hodson, Deputy City Clerk, Sherri Miller, Administrative Assistant Chris Mayberry, Randy & Jacquie Wiseley, Jennifer Wolff, Gary & Abby Johnson and G Kalabha.

- Approval of Agenda

A motion was made to approve the agenda as presented.

Motion made by Commissioner Smith, Seconded by Commissioner Hatfield.

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

PUBLIC COMMENT - NONE

CONSENT AGENDA

1. Approve September 17, 2024 Regular Meeting Minutes
2. Special Appropriations
 - Fund #58 Eco Devo CDBG - SCKEDD - \$8,000.00 - Housing Insp, Lead, Radon x 4 FY23-HR-003
 - Fund #34 Street Improvements-EBH-\$1,542.34-Engineering FY25 CCLIP ANTHONY K44
3. Appropriation Ordinance No. 3199 \$ 346,215.30

4. Approve 09.24.2024 Payroll \$64,472.25
5. Approve Pay Request #2 CDBG Grant 23-HR-003 \$8,000.00
6. Approve Pay Request #10 KDOT Project No. KA-6909-01 \$1,542.34 Engineering to EBH for FY25 CCLIP Main & Anthony
7. Approve September 2024 Court Report

Acting Mayor Lanie asked if any items should be removed from the consent agenda for further discussion. Administrator Kastens requested Item #1 " Approve September 17, 2024, Regular Meeting Minutes" be removed to correct an error. A motion was made to approve the consent agenda minus Item #1.

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

PUBLIC HEARINGS - NONE

REGULAR BUSINESS

1. Approve September 17, 2024 Regular Meeting Minutes

Administrator Kastens noted an attendant at the last meeting had been inadvertently left off reporting that Chris Leaver, BHC should be added to those citizens present. A motion was made to approve the October 1, 2024, Regular Meeting Minutes as amended.

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

8. Request to Waive Hall Rental Fees Anthony Gun Club, Nov. 8, 2024

A motion was made to approve the request to waive hall rental fees for the Anthony Gun Club's Annual Banquet on November 8, 2024.

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

9. Request to Waive Hall Rental Fees - Arts Center - Jennifer Wolff

Jennifer Wolff reported that the Arts Center was no longer requesting a CMB License, only to waive rental fees. A motion was made to approve the request to waive hall rental fees for the Arts Center November 23rd Fundraiser.

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

10. Cobblestone Hotel Tax Discussion - G Kalabha

G. Kalabha was present to discuss the Cobblestone Hotel Valuation and Taxes.

11. Approve Change for Carport in City Right of Way – 523 N Springfield – White

12. Kayak Rental Services at Anthony Lake - Wiseley's

The City Administrator sought direction from the Commission for funding considerations to install a building to utilize for kayak rentals as a new amenity at the lake. The administrator was given direction to approach the Anthony Lake Board for consideration of the Lake Board Capital funds and report back.

13. Approve the KCC BIL - Preventing Outages and Enhancing the Resilience of the Electric Grid Agreement \$271,368.55 with Match Commitment Funded by Build Kansas in the Amount of \$131,161.45, Total Project Cost \$402,530

A motion was made to approve the KCC BIL-Preventing Outages and Enhancing the Resilience of the Electric Grid Agreement for \$271,368.55 with Match Commitment Funded by Build Kansas.

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

14. Community Solar Farm Discussion

Administrator Kastens updated the Commission on the progress of the solar farm.

15. **UNTABLE - Award Bid for Anthony Lake Town Trail Engineering Services

A motion was made to untable the Award of Bids for Anthony Lake Town Trail Engineering Services.

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

Chris Mayberry presented the bid tabulation and reviewed the proposals with the Commissioners. Only two bidders provided a total not to exceed cost as requested in the bid. Bids received were: 1. BHC – Engineering \$53,600 Observation \$38,700 2. EBH - Engineering \$76,000 Observation \$72,500 3. Engineering Consultants - Engineering \$72,750 Observation \$0-not offered. After review of the experience and familiarity with the requirements of the

grant, a motion was made to accept the bid from EBH for \$148,500 for the Anthony Lake Town Trail Engineering Services.

Motion made by Commissioner Hatfield, Seconded by Commissioner Lanie.

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

16. **UNTABLE - Approve the Application, Conveyance Agreement and Declaration of Covenants, Conditions, and Restrictions for Sunrise 2nd Addition - contingent upon review and approval from the City Attorney, then to file the Covenants and Restrictions with the Sunrise 2nd Plat.

A motion was made to untable to Approve the Application, Conveyance Agreement and Declaration of Covenants, Conditions, and Restrictions for Sunrise 2nd Addition - contingent upon review and approval from the City Attorney, then to file the Covenants and Restrictions with the Sunrise 2nd Plat.

Motion made by Commissioner Lanie, Seconded by Commissioner Smith.

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

After discussion and review of the amended documents, a motion was made to approve the Application, Conveyance Agreement and Declaration of Covenants, Conditions, and Restrictions for Sunrise 2nd Addition - contingent upon review and approval from the City Attorney, then to file the Covenants and Restrictions with the Sunrise 2nd Plat as amended.

Motion made by Commissioner Smith, Seconded by Commissioner Eaton.

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

17. 16" Valve Installation Update

Administrator Kastens updated the Commission on the valve installation, scheduled for Wednesday October 9th. It was further reported that some additional cost may be incurred as the scope of work was increased to install a new stick of 16" and over excavate and sand bed the new installation. The Commission guided the Administrator to proceed with the increase in scope, understanding there will be some additional cost.

STAFF REPORTS

18. Administrator Report

The Administrator reported on Lake Eco Development, Wrecked Deweze Slope Mower, CDBG Housing Grant, Airport, 16" Water Main, Sunrise 2nd, KHITC, Street Sealing, Municipal Hall, Qualified Inspector, Golf Course Bathroom, Solar Billing, Staffing, Financial Review and Stewardship Effort, Lead Service Inventory.

19. Department Reports

Department update activities were given from the Street Dept., Electric Distribution, Water/Wastewater and Electric Production.

20. Chief of Police report

Served a weed notice for 100 block of N. 3rd.

We took a report of a disorderly conduct and turned the case over to the CA for possible charges.

We took a theft report in the 400 block of S. Kansas.

We took a report of a possible indecent liberties with a child case.

We took a report of a rape involving a 14-year-old female and we arrested Christopher Day for rape and other sexual related charges.

We picked up a run away from Kansas City and transported her to a juvenile lockup in Douglas County.

EXECUTIVE SESSION - NONE**ADJOURNMENT**

A motion was made to adjourn the meeting.

Motion made by Commissioner Lanie, Seconded by Commissioner Hatfield.

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

Gregory Cleveland, Mayor

Cyndra Kastens, City Clerk/Administrator

CLAIMS REPORT

Check Range: 10/03/2024-10/16/2024

#3200

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL OPERATING					
ADVANCED COMPUTERS	PD INTERVIEW CAMERA		1,243.58	52259	10/16/24
ALERT 360	SURVEILLANCE @ SHOP	14.99		52260	10/16/24
AMAZON CAPITAL SERVICES	35 LKM AWARD-CULLOP AWARD	321.81		52262	10/16/24
ANTHONY FARMERS COOP	#81 TIRE MOUNT/TIRE REPAIR	790.17		52264	10/16/24
ANTHONY REPUBLICAN	STREET SEALING NOTICE	82.80		52265	10/16/24
AT&T	HALL WIFI	74.90		52258	10/16/24
ATMOS ENERGY	4033846667 MUN HALL GAS	327.72		52266	10/16/24
COMPLIANCE ONE	SEPT MONTHLY COST	12.12		52305	10/16/24
ECOWATER SYSTEMS	PD WATER	18.00		52271	10/16/24
GALAXIE BUSINESS EQUIPMENT INC	COPIER CONTRACT	79.03		52274	10/16/24
GENE'S HEARTLAND GOODS	TP/BAGS	67.79		52275	10/16/24
GREAT-WEST FINANCIAL	10/8/24 PR	502.67		12498929	10/15/24
HAZEL'S SHEET METAL INC	REPAIR MENS TIOLET	335.93		52276	10/16/24
HOME LUMBER & SUPPLY INC	DOWELS/TOOLS/CAULK	41.76		52277	10/16/24
IRS	10/8/24 PR	4,604.93		12498927	10/15/24
JOHN DEERE FINANCIAL	#70 FUEL INJECTOR TRACTOR	1,199.05		52300	10/16/24
JUSTICE BATTERY CO.	TRIMMER LINE/HEAD	101.00		52278	10/16/24
KANSAS MUNICIPAL UTILITIES	QUARTERLY DUES	357.66		52282	10/16/24
KANSAS PAYMENT CENTER	10/8/24 PR	207.69		12498928	10/15/24
KANSAS STATE TREASURER	SEPT COURT FEES	3.50		12498922	10/15/24
KANSASLAND TIRE	#21 DURANGO TIRES	1,057.04		52281	10/16/24
KANZA BANK	OCT DURANGO	698.13		52279	10/16/24
KONICA MINOLTA BUSINESS SOLUTI	PD PRINTER SUPPORT	92.00		52286	10/16/24
KPERS	10/8/24 PR	2,932.97		12498931	10/15/24
KS DEPT OF REV-WITHHOLDING	10/8/24 PR	906.62		12498930	10/15/24
LARRY'S HOMETOWN MKT.	HALL TP/CLEANER/WATER	83.89		52289	10/16/24
NAPA AUTO PARTS ANTHONY	#54 REGULATOR/BATTERY	140.96		52294	10/16/24
PAVEMENT MAINTENANCE PRODUCTS	COLD PATCH/F.C. CREDIT REFUND	1,258.94		52296	10/16/24
PHIL'S REPAIR	SEPTEMBER CAR WASH	32.00		52297	10/16/24
PRATT GLASS ENTERPRISES, LLC	COUNTY EMERGENCY MANG GLASS	3,018.53		52299	10/16/24
TERMINIX PROCESSING CENTER	ANNUAL OFFICE LIQUID DEFEND PL	464.56		52306	10/16/24
UNIFIRST CORPORATION	EMPLOYEE UNIFORMS	391.75		52307	10/16/24
US BANK VOYAGER FLEET SYS	POLICE GAS	2,364.87		52309	10/16/24
VERIZON WIRELESS	PD CELL	41.50		52308	10/16/24
VISA	MITCHELL TOOL	67.00		12498923	10/15/24
WALKER AUTO GLASS	COUNTY EMERG MANAG GLASS	389.00		52310	10/16/24
WAXIE SANITARY SUPPLY	HALL CLEANER/PAPER TOWELS	410.45		52311	10/16/24
WICHITA STATE UNIVERSITY	MELINDA'S CCMFOA 2024 DUES	25.00		52313	10/16/24
WYATT TRASH SERVICE INC	MUNICIPAL HALL	276.00		52315	10/16/24

01 GENERAL OPERATING TOTAL 25,038.31

WATER

ADVANCED COMPUTERS	AZURE/MAILBOX/SERVER	315.00		52259	10/16/24
ALERT 360	SURVEILLANCE @ SHOP	14.99		52260	10/16/24
AMAZON CAPITAL SERVICES	OFFICE BACKUP	121.38		52262	10/16/24
ANSWER PRO	SEPT TO OCT SERVICE	95.00		52263	10/16/24
ANTHONY FARMERS COOP	DIESEL	713.06		52264	10/16/24
ANTHONY REPUBLICAN	HELP WANTED DEPUTY/ADMIN ASST	60.06		52265	10/16/24
ATMOS ENERGY	4014536644 WATER PROD GAS	234.85		52266	10/16/24
BILL'S GENERAL REPAIR LLC	#64 OIL/FILTER	35.00		52267	10/16/24
BORDER STATES INDUSTRIES, INC	WATER BREAK HAMMER	2,780.96		52287	10/16/24
CAMPSPOT	MARKETPLACE	370.89		52269	10/16/24

CLAIMS REPORT
 Check Range: 10/03/2024-10/16/2024

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
COMPLIANCE ONE	SEPT MONTHLY COST		6.06	52305	10/16/24
DIRECTOR OF TAXATION	WATER PROTECTION FEE		991.13	52270	10/16/24
FARM & RANCH INC	TODD BOOTS		72.50	52272	10/16/24
GALAXIE BUSINESS EQUIPMENT INC	COPIER CONTRACT		79.03	52274	10/16/24
GENE'S HEARTLAND GOODS	OFFICE PLATES/BAGS		23.88	52275	10/16/24
GREAT-WEST FINANCIAL	10/8/24 PR		74.17	12498929	10/15/24
HOME LUMBER & SUPPLY INC	SHOP PLUMBING PARTS		12.96	52277	10/16/24
IRS	10/8/24 PR		1,864.66	12498927	10/15/24
JOHN DEERE FINANCIAL	#70 FUEL INJECTOR TRACTOR		1,199.32	52300	10/16/24
KANSAS MUNICIPAL UTILITIES	QUARTERLY DUES		715.32	52282	10/16/24
KANSAS ONE-CALL SYSTEM, INC.	SEPT ONE CALL		36.60	52283	10/16/24
KANSAS PAYMENT CENTER	10/8/24 PR		184.62	12498928	10/15/24
KPERS	10/8/24 PR		1,334.63	12498931	10/15/24
KANSAS DEPT OF HEALTH & ENVIR	3RD QT TESTING		505.00	52288	10/16/24
KS DEPT OF REV-WITHHOLDING	10/8/24 PR		350.96	12498930	10/15/24
LARRY'S HOMETOWN MKT.	OFFICE BOWLS/TP		11.29	52289	10/16/24
SHERRI MILLER	2/2 HRA PAYOUT 24/24 DEDUCTIBL		375.00	52292	10/16/24
MUNICIPAL SUPPLY, INC	MAIN BREAK RESTOCK		7,558.72	52293	10/16/24
NAPA AUTO PARTS ANTHONY	#80 HEATER HOSE/#22 LIGHT/#39		153.79	52294	10/16/24
NUVEI	OFFICE CC FEES		73.48	12498926	10/15/24
OFFICE PLUS OF KANSAS	OFFICE SUPPLIES/BINDERS/PENS		116.12	52295	10/16/24
PHIL'S REPAIR	SEPTEMBER CAR WASH		4.50	52297	10/16/24
POSTMASTER	POSTAGE FOR BILLS DUE 11/11/24		150.00	52298	10/16/24
RICKE'S HOME CENTER, LLC	HDE		40.67	52302	10/16/24
RURAL WATER DISTRICT #2	W SHELTER HOUSE LAKE		754.91	12498925	10/15/24
SHEPHERD OIL COMPANY	ICE FOR WATER LEAK		2.50	52303	10/16/24
TERMINIX PROCESSING CENTER	SEPT OFFICE PEST CONTROL		42.33	52306	10/16/24
UNIFIRST CORPORATION	EMPLOYEE UNIFORMS		127.84	52307	10/16/24
US BANK VOYAGER FLEET SYS	WATER GAS		695.29	52309	10/16/24
VERIZON WIRELESS	WATER CELL		106.83	52308	10/16/24
VISA	MITCHELL TOOL	13.40		12498923	10/15/24
VISA	ZOOM	10.22	23.62	12498924	10/15/24
WHEATLAND ELECTRIC COOP INC	LAKE LIGHTS/TRANSDUCER		44.00	52312	10/16/24
WICHITA STATE UNIVERSITY	CYNDRA & JAMIE'S ACADEMY		475.00	52313	10/16/24
WICHITA WINWATER WORKS	RESTOCK ATTICA AID/STOCK BOLT		4,586.12	52314	10/16/24
WYATT TRASH SERVICE INC	LAKE		162.50	52315	10/16/24

02 WATER TOTAL 27,696.54

ELECTRIC					
1000 BULBS.COM	STOCK BULBS POWER PLANT		314.95	52273	10/16/24
ADVANCED COMPUTERS	AZURE/MAILBOX/SERVER		382.50	52259	10/16/24
ALERT 360	SURVEILLANCE @ SHOP		14.99	52260	10/16/24
ALTEC INDUSTRIES, INC.	#7 TRUCK REPAIRS		7,917.92	52261	10/16/24
AMAZON CAPITAL SERVICES	OFFICE BACKUP		93.68	52262	10/16/24
ANSWER PRO	SEPT TO OCT SERVICE		95.00	52263	10/16/24
ANTHONY FARMERS COOP	DIESEL		65.22	52264	10/16/24
ANTHONY REPUBLICAN	HELP WANTED DEPUTY/ADMIN ASST		60.07	52265	10/16/24
ATMOS ENERGY	PP NATURAL GAS		938.49	52266	10/16/24
BORDER STATES INDUSTRIES, INC	STOCK FUSES/BREAKERS/WIRE LINE		8,858.78	52287	10/16/24
COMPLIANCE ONE	SEPT MONTHLY COST		6.06	52305	10/16/24
GALAXIE BUSINESS EQUIPMENT INC	COPIER CONTRACT		79.03	52274	10/16/24
GENE'S HEARTLAND GOODS	OFFICE PLATES/BAGS		23.88	52275	10/16/24
GREAT-WEST FINANCIAL	10/8/24 PR		617.74	12498929	10/15/24

CLAIMS REPORT
 Check Range: 10/03/2024-10/16/2024

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
HAZEL'S SHEET METAL INC	71 B SERVICE AC		124.95	52276	10/16/24
HOME LUMBER & SUPPLY INC	STOCK PARTS/PRIMER/SHOP PLUMB		105.02	52277	10/16/24
IRS	10/8/24 PR		6,217.12	12498927	10/15/24
JOHN DEERE FINANCIAL	#70 FUEL INJECTOR TRACTOR		1,198.76	52300	10/16/24
KANSAS MUNICIPAL UTILITIES	QUARTERLY DUES		715.32	52282	10/16/24
KANSAS ONE-CALL SYSTEM, INC.	SEPT ONE CALL		36.60	52283	10/16/24
KMEA EMP2 OPERATING ACCOUNT	SEPT PURCHASE POWER		125,955.00	52285	10/16/24
KANSAS MUNICIPAL GAS AGENCY	MEMBERSHIP FEE		35.00	52284	10/16/24
KPERS	10/8/24 PR		4,116.34	12498931	10/15/24
KANSAS DEPT OF HEALTH & ENVIR	AST PERMIT POWER PLANT		30.00	52280	10/16/24
KS DEPT OF REV-WITHHOLDING	10/8/24 PR		1,293.93	12498930	10/15/24
LARRY'S HOMETOWN MKT.	OFFICE BOWLS/TP		11.29	52289	10/16/24
KMEA-MID STATES	CELCO SOLAR INSP		1,307.50	52291	10/16/24
SHERRI MILLER	2/2 HRA PAYOUT 24/24 DEDUCTIBL		375.00	52292	10/16/24
NAPA AUTO PARTS ANTHONY	TOWELS/CLEANER/OIL		340.51	52294	10/16/24
NUVEI	OFFICE CC FEES		73.49	12498926	10/15/24
OFFICE PLUS OF KANSAS	OFFICE SUPPLIES/BINDERS/PENS		116.12	52295	10/16/24
PHIL'S REPAIR	SEPTEMBER CAR WASH		34.25	52297	10/16/24
POSTMASTER	POSTAGE FOR BILLS DUE 11/11/24		300.00	52298	10/16/24
RICKE'S HOME CENTER, LLC	UPS/GLOVE TESTING		148.68	52302	10/16/24
STANION WHOLESALE ELECTRIC CO	SCREWDIVES/PLIERS		212.10	52304	10/16/24
TERMINIX PROCESSING CENTER	SEPT OFFICE PEST CONTROL		42.33	52306	10/16/24
UNIFIRST CORPORATION	EMPLOYEE UNIFORMS		747.25	52307	10/16/24
US BANK VOYAGER FLEET SYS	ELECT DIESEL		1,541.83	52309	10/16/24
VERIZON WIRELESS	ELECTRIC CELL		55.33	52308	10/16/24
VISA	MITCHELL TOOL	70.54		12498923	10/15/24
VISA	CYNDRA'S KMEA	270.22	340.76	12498924	10/15/24
WHEATLAND ELECTRIC COOP INC	LAKE LIGHTS/TRANSDUCER		17.82	52312	10/16/24
WICHITA STATE UNIVERSITY	CYNDRA & JAMIE'S ACADEMY		475.00	52313	10/16/24
WYATT TRASH SERVICE INC	POWER PLANT		132.50	52315	10/16/24

03	ELECTRIC TOTAL		165,568.11		
SALES TAX & STATE FEES					
DIRECTOR OF TAXATION	SEPT 2024		10,023.93	12498921	10/15/24
DIRECTOR OF TAXATION	WATER PROTECTION FEE		1,057.21	52270	10/16/24

04	SALES TAX & STATE FEES TOTAL		11,081.14		
SEWAGE DISPOSAL					
ADVANCED COMPUTERS	AZURE/MAILBOX/SERVER		315.00	52259	10/16/24
ALERT 360	SURVEILLANCE @ SHOP		14.98	52260	10/16/24
ANTHONY FARMERS COOP	DIESEL		15.39	52264	10/16/24
ANTHONY REPUBLICAN	HELP WANTED DEPUTY/ADMIN ASST		60.07	52265	10/16/24
ATMOS ENERGY	4024346189 SEWER GAS		292.41	52266	10/16/24
COMPLIANCE ONE	SEPT MONTHLY COST		6.06	52305	10/16/24
FARM & RANCH INC	TODD BOOTS		72.50	52272	10/16/24
GALAXIE BUSINESS EQUIPMENT INC	COPIER CONTRACT		79.02	52274	10/16/24
GREAT-WEST FINANCIAL	10/8/24 PR		36.87	12498929	10/15/24
HOME LUMBER & SUPPLY INC	LOCK FOR GRITTER DOOR/DRAIN U		80.98	52277	10/16/24
IRS	10/8/24 PR		1,172.32	12498927	10/15/24
KANSAS MUNICIPAL UTILITIES	QUARTERLY DUES		357.70	52282	10/16/24
KPERS	10/8/24 PR		874.58	12498931	10/15/24
KS DEPT OF REV-WITHHOLDING	10/8/24 PR		236.84	12498930	10/15/24

CLAIMS REPORT
 Check Range: 10/03/2024-10/16/2024

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
NAPA AUTO PARTS ANTHONY	#80 HEATER HOSE/#22 LIGHTS		146.20	52294	10/16/24
NUVEI	OFFICE CC FEES		73.48	12498926	10/15/24
POSTMASTER	POSTAGE FOR BILLS DUE 11/11/24		150.00	52298	10/16/24
RED EQUIPMENT, LLC	#28 NEEDLE VALVE VAC TRUCK		482.38	52301	10/16/24
TERMINIX PROCESSING CENTER	SEPT OFFICE PEST CONTROL		42.34	52306	10/16/24
UNIFIRST CORPORATION	EMPLOYEE UNIFORMS		90.24	52307	10/16/24
US BANK VOYAGER FLEET SYS	SEWER GAS		1,382.00	52309	10/16/24
VERIZON WIRELESS	SUPER'S CELL		13.84	52308	10/16/24
VISA	AUTHORIZE		1.67	12498924	10/15/24
WICHITA STATE UNIVERSITY	CYNDRA & JAMIE'S ACADEMY		450.00	52313	10/16/24
WYATT TRASH SERVICE INC	SEWER PLANT		60.00	52315	10/16/24
05 SEWAGE DISPOSAL TOTAL			6,506.87		
AIRPORT					
GREAT-WEST FINANCIAL	10/8/24 PR		4.08	12498929	10/15/24
HEARTLAND MERCHANT	AIRPORT CC MACHINE		270.30	12498920	10/15/24
IRS	10/8/24 PR		32.03	12498927	10/15/24
KPERS	10/8/24 PR		22.14	12498931	10/15/24
KANSAS DEPT OF HEALTH & ENVIR	AST PERMIT AIRPORT		10.00	52280	10/16/24
KS DEPT OF REV-WITHHOLDING	10/8/24 PR		4.77	12498930	10/15/24
LARRY'S HOMETOWN MKT.	AIRPORT TP		9.89	52289	10/16/24
NAPA AUTO PARTS ANTHONY	CAR WIPERS		22.98	52294	10/16/24
WYATT TRASH SERVICE INC	AIRPORT		30.00	52315	10/16/24
12 AIRPORT TOTAL			406.19		
ECONOMIC DEVELOPMENT					
ANTHONY REPUBLICAN	ECO DEVO-LAKE PROPOSAL-BALLOT		361.00	52265	10/16/24
MATTHEW W RICKE ATTY AT LAW LL	LAKE ECO DEVO		52.50	52290	10/16/24
15 ECONOMIC DEVELOPMENT TOTAL			413.50		
RECREATION COMMISSION					
ANTHONY FARMERS COOP	BUNJI CORDS FOR BALLFIELD		12.54	52254	10/10/24
FACTORY 233	VB/FLAG FB SHIRTS		549.17	52255	10/10/24
GENE'S HEARTLAND GOODS	FLAG FB CON		64.24	52256	10/10/24
IRS	10/8/24 PR		104.66	12498927	10/15/24
KS DEPT OF REV-WITHHOLDING	10/8/24 PR		5.17	12498930	10/15/24
VERIZON WIRELESS	REC CELL		41.50	52308	10/16/24
VISA	REC CON STAND FOR FLAG FB		378.89	12498924	10/15/24
26 RECREATION COMMISSION TOTAL			1,156.17		
SPECIAL PARKS & RECREATIO					
WYATT TRASH SERVICE INC	TENNIS COURTS		23.10	52315	10/16/24
32 SPECIAL PARKS & RECREATIO TOTAL			23.10		
CAPITAL IMPROVEMENT FUND					
BORDER STATES INDUSTRIES, INC	AWOS/BEACON AV-2023-17		20,600.82	52287	10/16/24
CIRCLE C PAVING & CONST LLC	2024 CHIP SEAL		211,728.60	52257	10/16/24
WICHITA CONCRETE PIPE	AWOS/BEACON AV-2023-17		70.00	52268	10/16/24

CLAIMS REPORT

Check Range: 10/03/2024-10/16/2024

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	34 CAPITAL IMPROVEMENT FUND TOTAL		232,399.42		
ELECTRIC EQUIPMENT/REPLAC BORDER STATES INDUSTRIES, INC	SUNRISE 2ND PRIMARY ELBOWS/4 P		5,499.11	52287	10/16/24
	83 ELECTRIC EQUIPMENT/REPLAC TOTAL		5,499.11		
	Accounts Payable Total		475,788.46		

CLAIMS REPORT CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
01	GENERAL OPERATING	25,038.31
02	WATER	27,696.54
03	ELECTRIC	165,568.11
04	SALES TAX & STATE FEES	11,081.14
05	SEWAGE DISPOSAL	6,506.87
12	AIRPORT	406.19
15	ECONOMIC DEVELOPMENT	413.50
26	RECREATION COMMISSION	1,156.17
32	SPECIAL PARKS & RECREATIO	23.10
34	CAPITAL IMPROVEMENT FUND	232,399.42
83	ELECTRIC EQUIPMENT/REPLAC	5,499.11

	TOTAL FUNDS	475,788.46

BALANCE SHEET
CALENDAR 10/2024, FISCAL 10/2024

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL
01-00-0010	GENERAL OPERATING	1,758.15-	1,103,678.89
02-00-0010	WATER	50,422.88	862,293.74
03-00-0010	ELECTRIC	133,927.19	1,329,243.10
04-00-0010	SALES TAX & STATE FEES	2,676.48-	39,117.05
05-00-0010	SEWAGE DISPOSAL	13,236.70	542,701.22
10-00-0010	EMP INSURANCE/BENEFIT	12,537.13-	388,138.15
12-00-0010	AIRPORT	4,247.92-	171,728.23
14-00-0010	INDUSTRIAL DEVELOPMENT		21,293.85
15-00-0010	ECONOMIC DEVELOPMENT	1,985.50-	112,907.33
16-00-0010	SERVICE DEPOSIT	250.00	84,679.28
17-00-0010	SPECIAL STREETS & HIGHWAY		292,269.19
18-00-0010	PUBLIC RELIEF		24,038.00
19-00-0010	WATER UTILITY RESERVE		244,277.72
21-00-0010	WWTF LOAN 2000		51,242.84
23-00-0010	WATER DEBT SVC RESERVE S2013		100,129.30
24-00-0010	BOND & INTEREST		8,110.34
26-00-0010	RECREATION COMMISSION	1,960.96-	32,979.41
29-00-0010	RECREATION	2,960.98	6,386.53
30-00-0010	MUNICIPAL EQUIPMENT RESERVE	10,476.61-	142,017.87
32-00-0010	SPECIAL PARKS & RECREATION	23.10-	37,995.55
34-00-0010	CAPITAL IMPROVEMENT	332,782.43-	3,817,590.24
37-00-0010	GO BONDS S2010 POOL		5,984.54
40-00-0010	ELECTRIC UTILITY RESERVE		1,559,835.43
41-00-0010	EL UTIL S2017 REV BOND		2,336,537.13
43-00-0010	EL UTIL S2017 BOND RESERVE		214,897.50
45-00-0010	SEWER RESERVE		155,000.00
47-00-0010	WILDLIFE AND PARKS GRANT		491,849.41
50-00-0010	WAYNE DENNIS INVESTMENT FUND		750,141.35
54-00-0010	DEBT RES. WATER 2013		199,101.69
58-00-0014	CDBG	8,000.00-	14,250.00-
61-00-0010	MUNICIPALITIES FIGHT ADDICTION		12,487.11
81-00-0010	WASTEWATER LAGOON CLEANING		190,700.00
82-00-0010	WATER/EQUIPMENT REPLACEMENT	75,350.00-	65,655.86
83-00-0010	ELECTRIC/EQUIP REPLACEMENT	5,499.11-	3,831,967.85
85-00-0010	SEWER/EQUIPMENT REPLACEMENT		94,005.71
89-00-0010	TRANS GUEST APPROVED		8.32
96-00-0010	WAYNE DENNIS FUNDS		13,643.76
97-00-0011	DT REVIT. REVOLVING LOAN		.56
98-00-0010	TRANSIENT GUEST TAX		3,232.45
		=====	=====
	PROOF	256,499.64-	19,323,616.50
		=====	=====

C CTR DESCRIPTION	REG HRS	OT HRS	VAC HRS	SCK HRS	TOT HRS	REG AMT	OT AMT	VAC AMT	SCK AMT	TOT AMT	DEDUCTIONS
101 GEN. - ADM.	26.65	.00	.00	.00	30.55	1473.30	.00	.00	.00	1542.45	271.46
102 POLICE	410.78	.00	.00	.00	413.76	9831.33	.00	.00	.00	9881.32	1294.28
104 STREET	269.75	.00	.00	.00	292.00	5561.67	.00	.00	.00	6085.06	584.35
105 GEN-ZONING	9.83	.00	.00	.00	9.83	436.47	.00	.00	.00	436.47	.00
107 PARK	40.00	.00	.00	.00	40.00	706.40	.00	.00	.00	706.40	.00
230 WATER-LAKE	76.75	.00	.00	.00	88.75	1274.15	.00	.00	.00	1475.85	254.45
231 WATER-PRODUCTIO	3.00	.00	.00	.00	3.00	69.45	.00	.00	.00	69.45	.00
232 WATER-DISTRIBUT	291.88	.00	.00	.00	303.09	3579.19	.00	.00	.00	3782.57	571.04
233 WATER-COMM& GEN	94.31	.00	.00	.00	95.44	3083.35	.00	.00	.00	3106.28	.00
331 ELECTRIC-PROD	561.50	.00	.00	.00	576.00	8588.21	.00	.00	.00	9026.80	896.22
332 ELEC-DISTRIBUTI	625.74	.00	.00	.00	662.69	9749.67	.00	.00	.00	10736.37	1415.96
333 ELECTRIC-COMM	142.63	.00	.00	.00	143.88	5546.95	.00	.00	.00	5571.92	207.84
533 SEWER-COMM & GE	41.68	.00	.00	.00	41.80	1038.20	.00	.00	.00	1040.23	.00
534 SEWER-TREATMENT	334.00	.00	.00	.00	341.71	4301.04	.00	.00	.00	4441.31	.00
1201 AIRPORT	8.00	.00	.00	.00	8.00	136.16	.00	.00	.00	136.16	.00
2601 REC - GEN	38.00	.00	.00	.00	38.00	684.00	.00	.00	.00	684.00	.00
5102 OT GEN POLICE	.00	31.75	.00	.00	31.75	.00	1040.27	.00	.00	1040.27	.00
5231 OT WATER PROD	.00	2.00	.00	.00	2.00	.00	74.52	.00	.00	74.52	.00
5232 OT WATER DIST	.00	5.00	.00	.00	5.00	.00	205.50	.00	.00	205.50	.00
5331 OT ELEC PROD	.00	4.00	.00	.00	4.00	.00	191.84	.00	.00	191.84	.00
5332 OT ELEC DIST	.00	17.00	.00	.00	17.00	.00	789.82	.00	.00	789.82	.00
5333 OT ELEC COMM/GN	.00	2.00	.00	.00	2.00	.00	77.22	.00	.00	77.22	.00
5534 OT SEWER TREAT	.00	7.00	.00	.00	7.00	.00	295.38	.00	.00	295.38	.00
6102 SHIFT GEN POLIC	.00	.00	.00	.00	145.25	.00	.00	.00	.00	72.63	.00
99999 DISTRIBUTED	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	421.80
TOTAL	2974.50	68.75	.00	.00	3302.50	56059.54	2674.55	.00	.00	61469.82	5917.40

CITY OF ANTHONY, KANSAS MUNICIPAL HALL RENTAL CONTRACT

I, Anthony Chamber of Commerce, request to rent the following areas and equipment at the
Municipal Hall, 130 E. Main, for the purpose of having a Market Faire

_____ on November, 29/30, 2024
_____ month _____ day _____ year

I will need the doors opened at: 8pm (Friday) a.m./p.m. and closed at: 6pm (Saturday) a.m./p.m.
Setup for 2 hours Tear down from 5pm

Main Floor (gym floor) purpose Sales Stalls

Main Floor for 22 hours @ \$20.00 per hr. = \$ _____

Basement for 10 hours @ \$20.00 per hr. = \$ 200.00
Basement from 8am to 6pm on Saturday

On-Site Custodian (after-hours only) for 0 hours @ \$25.00 per hr. = \$ 0
(Subject to Availability: The City Custodian will be present for events occurring during normal City business hours, free of charge to the renter.)

Dance or Other Event Potentially Injurious to Floors = \$250.00 per event = \$ 250.00
(This fee is determined by the City and is non-refundable. It is in lieu of the hourly rental fee.)

Police Protection Fee (if required by the City or if requested by the renter) is as follows:

0 (#) of officers @ _____ per hr. for _____ hours = \$ 0

(If Police Protection is required by the City, this rental agreement shall not be approved or the rental date reserved, until it is first signed by the Chief of Police or his/her designated assistant. It is the responsibility of the Renter to contact the Chief of Police and make arrangements for the Police Protection, whether the protection is required or requested.)

Alcoholic/Cereal Malt Beverage Flat-Rate Fee (if served) = \$75.00 per event = \$ 0
(The Consumption Exemption Application must be approved by the City Commission or the Chief of Police prior to the event.)

The City REQUIRES a Cash Deposit (Refundable LESS Damages). Deposit amount depends upon Rental Use:

Refundable Cash Deposit for Non-Dance Event = \$100.00 per event = \$ 100.00

Refundable Cash Deposit for Dance, Etc. Event = \$200.00 per event = \$ _____

TOTAL FOR ALL FEES = \$ 450.00

RENTAL SPACE NEEDS:

I will need (how many) Not Sure tables, Not Sure chairs on the Main Floor.

I will need the stage (circle one): yes ~~no~~

I will need basketball goals (circle one): ~~yes~~ no

I will need volleyball nets (circle one): ~~yes~~ no

I will need the elevator (circle one): yes ~~no~~

I will need the kitchen for 10 hours.

I will need (how many) Not Sure tables, Not Sure chairs on the Basement Floor.


**** THE BALCONY IS NOT AVAILABLE FOR RENT.**

The City CANNOT guarantee the reservation date of the event until after this completed Rental Agreement is returned to the City, approved by all appropriate City representatives, and the deposit is paid in full.

Renter agrees that if the cash deposit paid prior to the rental of the Municipal Hall is determined by the City to not be sufficient to pay for all damages that occurred during the Renter's event (even if the damage was not caused by Renter), he or she will be charged for all damages in excess of the cash deposit paid. Any deposit in excess of damage will be returned to the Renter following the conclusion of the event, within a reasonable time.

Renter agrees to indemnify and save harmless the City of Anthony from all claims, liabilities and obligations by reason of Renter's use of, operations or conduct on and/or occupancy of the premises herein rented and that in the event a judgment is entered against it, the City of Anthony is entitled in that amount from Renter, in addition to reasonable attorney fees.

AS THE RENTER I AGREE TO ASSUME THE FINANCIAL RESPONSIBILITY OF THE AFORE-DESIGNATED FUNCTION AND TO PROTECT THE RENTED CITY PROPERTY TO THE BEST OF MY ABILITY.

	(Rob Howell for Anthony Chamber of Commerce)	Oct. 8th, 2024	620-842-5456
Renter's Signature		Date	Phone Number

<u>227 W. Main</u>	<u>Anthony</u>	<u>KS</u>	<u>67003</u>
Renter's Address	City	State	Zip Code

Please Return Completed Contract To: City of Anthony, P.O. Box 504, Anthony, Kansas 67003

Contact Information: 620-842-5960 (phone) 620-842-5753 (fax)

_____ has personally appeared before me and has made arrangements for Police officers to be on duty at the function afore mentioned.

Police Chief/Designated Assistant

Rental approved by _____ on _____
(City Representative) (Date)

Kansas Forest Service

Community Assistance

The Community Forestry Program is supported and promoted in the field with technical assistance and support provided by your [District and Community Forester](#). ([/kansas_forest_services/district_offices/index.html](#)) The Kansas Forest Service provides and can assist your community with the following activities:

- *Technical assistance* - Foresters help communities complete assessments, inventories and management plans, as well as developing ordinances, plant health care practices and training programs.
- *Education and Training* - Educations and training is provided to develop, facilitate, and coordinate programs and materials for forestry professionals, arborists, ele officials, planners, developers, school children and volunteers.
- *Resource Development* - The Program administers federal cost sharing programs and assists in finding and developing alternate sources of funding, staff, and sup for community programs.
- *Public awareness* - The Community Forestry program also develops awareness and support of the value of urban forests and their need for management through media, recognition programs, celebrations and events.

For specific questions on tree health (i.e. why is my tree sick), please seek out your [local Extension Office](#). (<https://www.ksre.k-state.edu/about/statewide-locations/>)

Grant Opportunities

Inflation Reduction Act Community Forests Grant

The Kansas Forest Service wants to revitalize the state’s community forests through strategic partnerships with local government, non-governmental and community-l organizations, and other strategic partners that will lead to long-term growth and development of community forests in underserved communities. These efforts will ir the resiliency, sustainability, and equitable access to community forests, make the environment and population healthier, and mitigate the effects of heat islands and c change. Kansas Forest Service is taking a focused sub-award grant program approach to implement widespread community forestry revitalization which will provide lo term and widespread positive impacts for disadvantaged community forests by increasing the resiliency, sustainability, and canopy equity of community forests.

Kansas Forest Service is offering ten grant awards to improve our community forests with a maximum award amount of \$100,000. This competitive gra funding will go towards managing trees in open spaces, greenbelts, roadside screens, parks, campgrounds, woodlands, curb areas, and residential developments incre equitable access to the community tree canopy. These treatments will focus on publicly accessible community forests that need pruning, removal, planting, procuring material, and increasing the resiliency of the community forests. Extra consideration will be given to projects and programs that have long-lasting effects on underse communities. Outcomes are trees planted, pruned, and removed.

Kansas Forest Service is offering competitive grant awards with no match required. Project areas are required to be identified as overburdened and underserved by the [Climate and Economic Justice Screening Tool](#). (<https://screeningtool.geoplatform.gov/en/#16.6/39.1765/-96.5935>)

Applications are due on November 8th, 2024, by 5 pm CST. Late applications will not be eligible.

Community Foresters will offer the below help sessions to answer questions or help communities navigate the grant requirements. For additional questions, please rea to your [Kansas Forest Service Community Forester](#) ([/about/staff/index.html](#)).

[KFS IRA RFP Application \(/community_forestry/IRA%20Application.pdf\)](#)

[KFS IRA Commonly Asked Questions \(/community_forestry/IRA%20FAQ%20.pdf\)](#)

Date	Time	Event	Location
Aug 5, 2024	10:30AM	Applications Open	
Aug 15, 2024	3PM - 4PM	Online Office Hours	Join the meeting now (https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDBiNGRiN2QtNGJkYy00MGE0LWFkZjgtYThiZjM4ZjM5Mjc0%40thread.v2/0

[context=%7b%22Tid%22%3a%22d9a2fa71-d67d-4cb6-b541-06ccaa8013fb%22%2c%22Oid%22%3a%226d43c015-c325-452e-98f5-3928d02dfd44%22%7d](#)

Meeting ID: 262 628 902 081
Passcode: vSRdep

Aug 21, 2024 1:30PM - 2:30PM Online Office Hours

[Join the meeting now \(https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZjU3NDUxYjQtY2Y0Ni00YWM5LTlhM2YtNjU3ZDc4NDgzZjY4%40thread.v2/?context=%7b%22Tid%22%3a%22d9a2fa71-d67d-4cb6-b541-06ccaa8013fb%22%2c%22Oid%22%3a%226d43c015-c325-452e-98f5-3928d02dfd44%22%7d](#)

Meeting ID: 271 691 946 406
Passcode: 59Drjw

Sept 12, 2024 3:00PM - 4:00PM Online Office Hours

[Join the meeting now \(https://teams.microsoft.com/l/meetup-join/19%3ameeting_OWI3ODI1YTgtODg3ZS00YjI3LTlhkZDctNzU3NWYzNWQxZGI4%40thread.v2/?context=%7b%22Tid%22%3a%22d9a2fa71-d67d-4cb6-b541-06ccaa8013fb%22%2c%22Oid%22%3a%226d43c015-c325-452e-98f5-3928d02dfd44%22%7d](#)

Meeting ID: 265 785 618 408
Passcode: KJjEYZ

Sept 30, 2024 11:00AM - 12:00PM Online Office Hours

[Join the meeting now \(https://teams.microsoft.com/l/meetup-join/19%3ameeting_NjQ2NzJjNjAtNDY0ZS00ODU3LTg5ZTAtNjBmNjY0NDRIYWJl%40thread.v2/?context=%7b%22Tid%22%3a%22d9a2fa71-d67d-4cb6-b541-06ccaa8013fb%22%2c%22Oid%22%3a%226d43c015-c325-452e-98f5-3928d02dfd44%22%7d](#)

Meeting ID: 218 406 298 309
Passcode: Bpb2KF

Oct 25, 2024 3PM - 4PM Online Office Hours

[Join the meeting now \(https://teams.microsoft.com/l/meetup-join/19%3ameeting_OTQxMzYxZDctNDMwMS00MjAzLWE3MmMtYjRlNWRlMTRhOGU3%40thread.v2/?context=%7b%22Tid%22%3a%22d9a2fa71-d67d-4cb6-b541-06ccaa8013fb%22%2c%22Oid%22%3a%226d43c015-c325-452e-98f5-3928d02dfd44%22%7d](#)

Meeting ID: 233 381 570 465
Passcode: Wi6DkA

Nov 8, 2024 5:00PM Applications Period closes

Jan 13, 2025 5:00PM Notice of Successful Application

*LAKE Area of
Town*

BIL Community Hazard Tree Cost Share Application

Kansas' mature to over-mature canopy has been degraded by repetitive storms, drought, and flooding over the last decade, along with an invasion of emerald ash borer and other biotic threats and issues. This declining canopy continues to increase the number of defective and potentially hazardous public trees. Many smaller rural communities lack the funding to properly address hazardous and dead or dying trees.

This October the Kansas Forest Service Community Forestry Program is planning to release grant funds to assist with hazard tree removals in rural communities. This competitive process with eight total awards available ranging from \$5,000 to \$9,500. The grant requires a 50/50 match. Eligible communities need to have a population of 50,000 or less. Last year's application is below to allow future applicants to understand more about this opportunity.

- [Learn more about the program \(/community_forestry/23.7.25%20Community%20Hazard%20Tree%20Cost%20Share%20Description.pdf\)](#)
- [Community Hazard Tree Cost Share Application \(/community_forestry/23.7.25%20Community%20Hazard%20Tree%20Cost%20Share%20Application.pdf\)](#)

Updated: 8/16/24

Community IRA Grant Description

Kansas Forest Service

2024

The Kansas Forest Service is seeking local government, non-governmental and community-based organizations, and other strategic partners to apply for competitive grant funding to implement science-based community forestry efforts. The Kansas Forest Service is offering ten grant awards. The maximum award amount is \$100,000. This competitive grant funding will go towards managing trees in open spaces, greenbelts, roadside screens, parks, campgrounds, woodlands, curb areas, and residential developments increasing equitable access to the community tree canopy. These treatments will focus on publicly accessible community forests that need pruning, removal, planting, procuring plant material, and increasing the resiliency of the community forests. Extra consideration will be given to projects and programs that have long-lasting effects on underserved communities. Outcomes are trees planted, pruned, and removed.

The Kansas Forest Service is offering competitive grant awards with no match required. Project areas are required to be identified as overburdened and underserved by the [Climate and Economic Justice Screening Tool](#). Applications are due on November 8th, 2024, by 5 pm CST. Late applications will not be eligible. Applications should be emailed to mnorville@ksu.edu and your local district forester. Grant funds must go towards planting, maintaining, and/or removing hazardous, dead, or dying street trees. The applicant is responsible for implementing the work either by themselves or by hiring and administering a contractor. The Kansas Forest Service will provide technical assistance to awardees. Contracted services are required to be completed by licensed, bonded, and Kansas Arborist Association

and/or International Society of Arboriculture credentialed arborists. Projects need to be completed within a two years of the award date. The estimated award date is January 13th, 2025.

All applicants are required to include a planting plan that specifies species, maintenance and watering schedules for new trees installed after the removals. Plantings need to be at least two plantings to every removal. New trees do not need to be at the same location or on the same street as the removals. Shrubs are not considered trees for the purpose of this grant. New tree locations should ensure tree equity for all in the community. Communities should work with their Kansas Forest Service District Forester to select appropriate tree species. Applications that include ash, pin oak, and other undesirable, invasive, or overplanted species will be ineligible.

Applications, questions or comments can be directed to Matt Norville, Community Forestry Program Coordinator at mnorville@ksu.edu.



2610 Claflin Rd.
Manhattan, KS 66502
(785) 532-3300

Community IRA Grant Application

Completed applications need to be emailed to your district forester and mnorville@ksu.edu. For best consideration, the application deadline is November 8th, 2024, by 5 pm CST.

Title of Proposed Project: Anthony Trees for Tomorrow

Community or Organization Name: Anthony, KS Anthony Tree Board

Population Served: 5,475 - which includes county residents and recreational visitors from adjacent counties

Contact Name and Title: Bill Moyer, Anthony Tree Board Chairman

Mailing Address: 1111 N. Anthony Ave. Anthony, KS 67003

Phone Number: Bill Moyer 620-899-4917, Bryce Osborn 316-253-8691 or Cyndra Kastens 620-842-5434

Email Address: bwosborn66@gmail.com or billmoyer1942@gmail.com

Partnering Agencies/Organizations: City of Anthony, KS and Anthony Tree Board

Project Start Date: January 30, 2025

Project End Date: December 31, 2026

Date you contacted your District Forester to discuss the project: October 1, 2024

Did you include an attachment of:

Budget Sheet

Map showing the location of work being done

Confirmation that the work is being conducted in a CEJST area

Contractor Bid(s) if applicable

Project Description:

The project will include the removal of 50 dead or dying Siberian Elm trees located on street right of ways (ROW), and city property within parks and recreation areas, such as the Anthony City Lake. The project will also provide 32 new trees within the new Sunrise housing addition ROW and tree planting along a new walking path which will tie the City of Anthony to the city lake's existing walking path. All plantings to occur on city property. The project will also provide a 5 year maintenance program for tree establishment including planting, staking, soil amenities, fertilization, and tree bole protection from mowing, weed whips, and deer rubbing. Trees will also be watered on a weekly schedule. Four planting seasons will be utilized for tree planting - Spring, March - May 31, and Fall, September 15 - December of each year. Planting and tree maintenance will be supervised by a professional forest and tree committee member. A semi annual report on progress and maintenance will be provided to Anthony City Commission and district and state level offices and in addition to any required party with the grant agreement.

Best Practices to be Engaged:

- A) Tree removal by City of Anthony maintenance personnel. Stump removal by City of Anthony maintenance personnel with a rented stump removal machine. The city would also have the option to bid out the tree/stump removal.
- B) Tree planting to be accomplished with volunteer labor over a 2 year period utilizing Spring and Fall planting periods. Emphasis will be placed on Arbor Day as a major community event.
- C) Trees will have soil amenities added, with liquid root stimulator.
- D) Tree stakes will be installed, with 2 stakes in wind prone areas along new residential area and walking path, and 1 stake in current residential areas. Stakes will be removed in year 3.
- E) Fertilizer spikes will be installed September of each year.
- F) Tree protection from mowing, weed whips, deer rubbing, and sun scald protection will consist of 4" foundation drain tubing, split to encompass tree bole.
- G) Watering cycle: First and second year, twice a week with 10 gallons per tree, per watering. Third year, once a week minimum dependent on rain or drought conditions. 10 gallons per tree, per watering. Fourth year, once every two weeks minimum. 10 gallons per tree, per watering. Fifth year, once a month minimum, 10-20 gallons per tree, per watering.

2024 Community IRA Grant

Detailed Budget Items by Object Class Categories	Requested Amount \$	Community Match \$	Other Match \$	Source of "Other Match"
* a. Personnel <i>city or Contract *</i>	\$50,000			
* b. Fringe Benefits				
c. Travel	None anticipated			
* d. Equipment				
e. Supplies	\$48,289			
	See Attached			
f. Contractual <i>Tree Removal / stump removal</i>				
g. Construction	<i>None Anticipated</i>			
h. Administrative *				
<i>supply Bid Process & Budget Tracking</i>				
i. Other	\$1,711			
<i>(Fuel for Equipment & Repair)</i>				
i. Total Direct Charges (sum of a-i)	\$100,000			
j. Indirect Charges				
k. Totals (i + j)	<i>100,000</i>			
l. Program Income	<i>100,000</i>			

Official Authorized Signature _____

*City Administrator / Budget to fill in numbers at * (not to exceed 50,000⁰⁰)*

Detailed Budget Items by Object Class Categories	Requested Amount \$	Community Match \$	Other Match \$	Source of "Other Match"
a. Personnel				
b. Fringe Benefits				
c. Travel				
d. Equipment				
e. Supplies				
f. Contractual				
g. Construction				
h. Administrative				
i. Other				
i. Total Direct Charges (<i>sum of a-i</i>)				
j. Indirect Charges				
k. Totals (i + j)				
l. Program Income				

Official Authorized Signature _____

October 7, 2024

Kansas Forest Service
2610 Claflin Road
Manhattan, KS 66502

To whom it may concern,

The City of Anthony is located in Southern Harper County Kansas within the Climate and Economic Justice Screen Tool (CEJST) designated area. Established in 1878 with settlers engaged in the cattle and agricultural industry, Siberian elms were planted due to its fast growth and ability to withstand weather patterns on the Kansas plains. Harper County supports a population of +/- 5,475 with approximately 2,108 living within the city limits of Anthony. A tree board was established in the last 1990s, and has been designated a Tree City USA for the past 28 years. Tree board responsibilities include tree planting promotion and advising city leaders of right of way and city owned property tree issues. Due to limited budgets and manpower, tree and stump removals on right of ways are done on an as-time-permits schedule. Recent wind storms and ongoing drought conditions has placed a burden on budgets, manpower, and a declining labor force.

This grant funding would allow for the removal of dead and dying mature Siberian elms, replanting of 150 trees of various species, maintenance for said trees for 3 to 5 years for establishment along new subdivision right of ways, and plantings along a new walking path stretching approximately 1 mile, connecting recreational and residential properties. The City of Anthony is eager to assist in reestablishing tree canopy cover within cities across Kansas.

Sincerely,

Anthony Tree Board

Bill Moyer, Bryce Osborn, Don Jensen, and Conna Livingston

October 14, 2024

Subject: Right-of-Way Trees

Dear Anthony City Council Members,

The trees on the attached list have been marked for removal with an orange "x". Most of these are Siberian elm and have died due to drought, wind damage, or mature age. Anthony Lake trees have not been marked at this time. The Tree Board wishes to gain a better understanding on Lake residents views of reforestation, location of planned bike/walking trail, and potential land development. A planning session with lake residents, city council members, and tree huggers would be welcomed. A work session between Anthony Tree Board and City Council would also be advantageous for long term budget planning for right-of-way tree planting across the city.

Sincerely,

The Anthony Tree Board



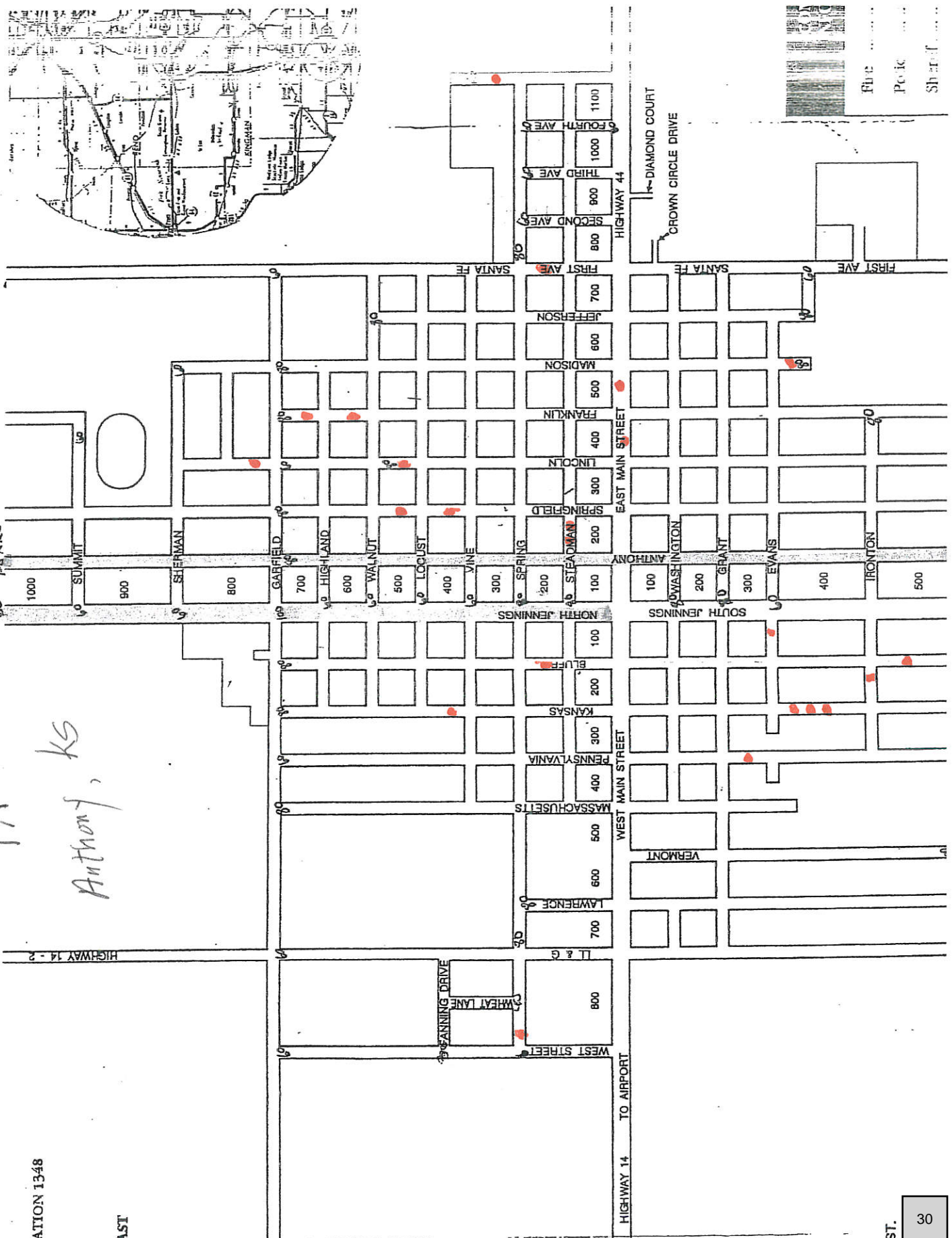
2025 Tree Removal List

Right-of-way trees in the city of Anthony marked with an orange "x"

404 S. Kansas – 2 Siberian elms
402 S. Kansas – 1 Siberian elm
526 S. Bluff – 1 Siberian elm stub
401 S. Madison – 1 Siberian elm
310 S. Pennsylvania – 1 Siberian elm
325 N. Fifth – 1 Siberian elm
220 N. Santa Fe – 1 Mimosa
507 N. Lincoln – 2 Lace Bark elms
605 N. Franklin – 1 Siberian elm
721 N. Franklin – 1 Siberian elm
801 N. Lincoln – 1 Siberian elm
516 N. Springfield – 1 Siberian elm
400 Block N. Springfield – 1 Chinese Pistache
200 Block N. Bluff – 1 Green Ash
400 Block N. Kansas – 1 Siberian elm
200 Block W Ironton – 1 Siberian elm
100 Block W Evans – 1 American elm
525 E Main – 1 Siberian elm
408 E Main – 1 Silver Maple
200 Block Steadman – 2 Siberian elms
800 W Spring – 1 Siberian elm
City Airport – 2 Siberian elms

2025 Tree Removal as of 10/14/24
Anthony Tree Board

Item 7.



Trees Trimmed Dec 06

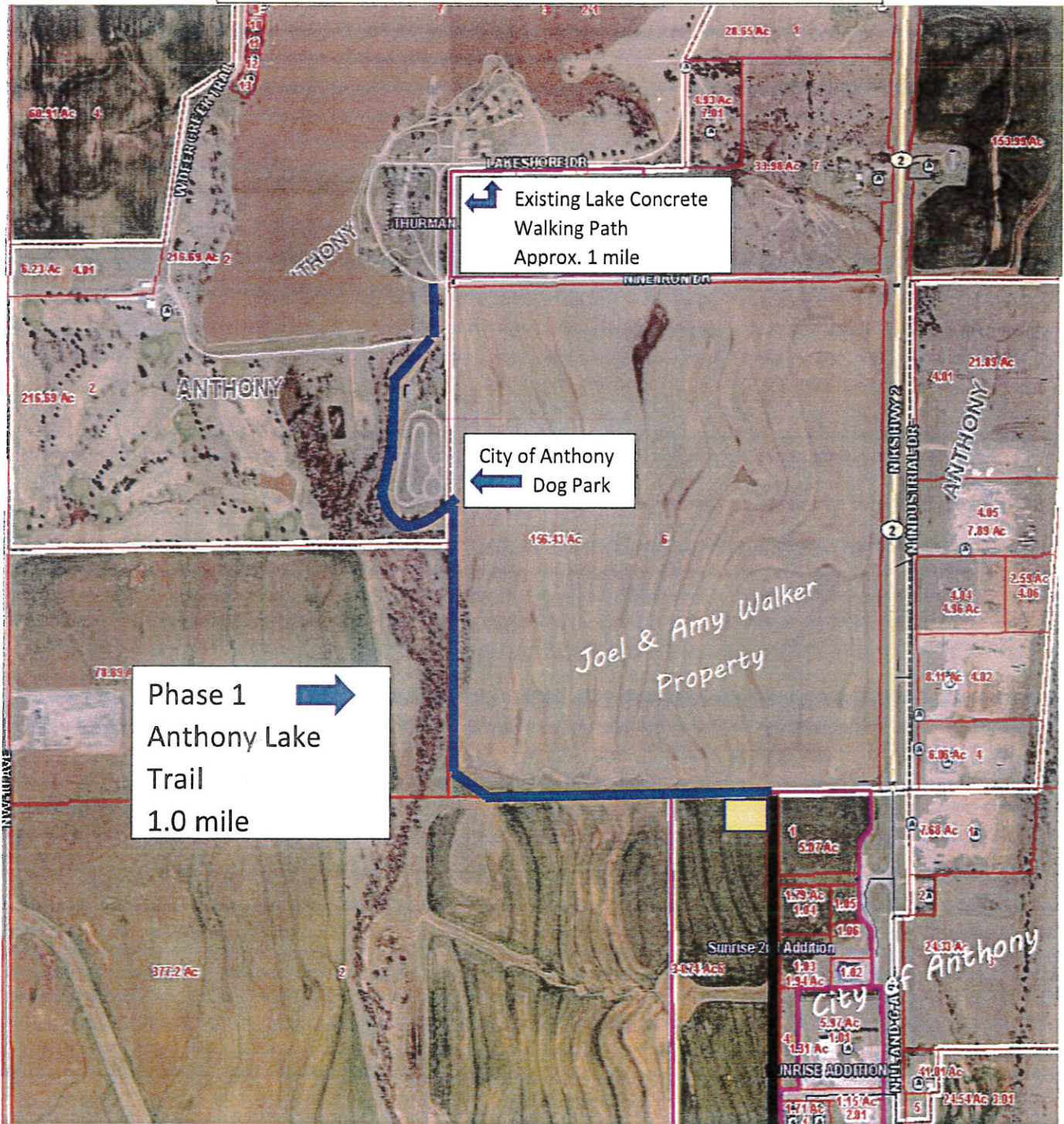
↑↑
Anthony, KS




LEVATION 1348

EAST

N DIST.

Attachment B – Proposed Route Map



-  Proposed Anthony Lake Trail (Approx. 1.0 mile)
-  West Street (Construction completion Summer 2023 Fully funded project)
-  Proposed Trailhead

Proposed
Anthony
Lake Trail
 Phase 1





Budget Projections

Estimated Tree Cost

(1 ½" – 2" minimum caliper or 10 gal container)

- 150 trees at \$250-300 per tree = **\$41,250.00**
- Root Stimulator 4 gallon at \$55 per gallon = **\$220.00**
- Tree fertilizer stakes 150 trees x 3 per tree x 4 years = 1,800 qty
160 fertilizer stakes per box = 12 boxes x \$89.00 per box = **\$1,068**
- 4" Mechanical / wildlife tree guard. 8 rolls x \$95.00/roll = **\$760.00**
- Tree stakes for support. Residential area needs 1 stake per tree
=93 stakes. Walking path and subdivision needs 2 stakes per tree
= 114 stakes. 207 qty stakes x \$4.27 = **\$884.00**
- Tree gators for water. 150 qty (20gal) 12 per box x 13 boxes x
\$99.00 per box = **\$1,287.00**
- Soil amenities. ½ bag per tree. 75 bags \$20.00 per bag = **\$1,500.00**
- Bulk mulch and haul cost = **\$1,000.00**
- Electric water pump (12 volt) with ¾ hose = **\$270.00**
- Water tank = **\$50.00**
- Water trailer (estimated value \$400.00) = Donated
- Tree and stump removal = **\$50,000.00**
- Miscellaneous expenditures = **\$1,711.00**

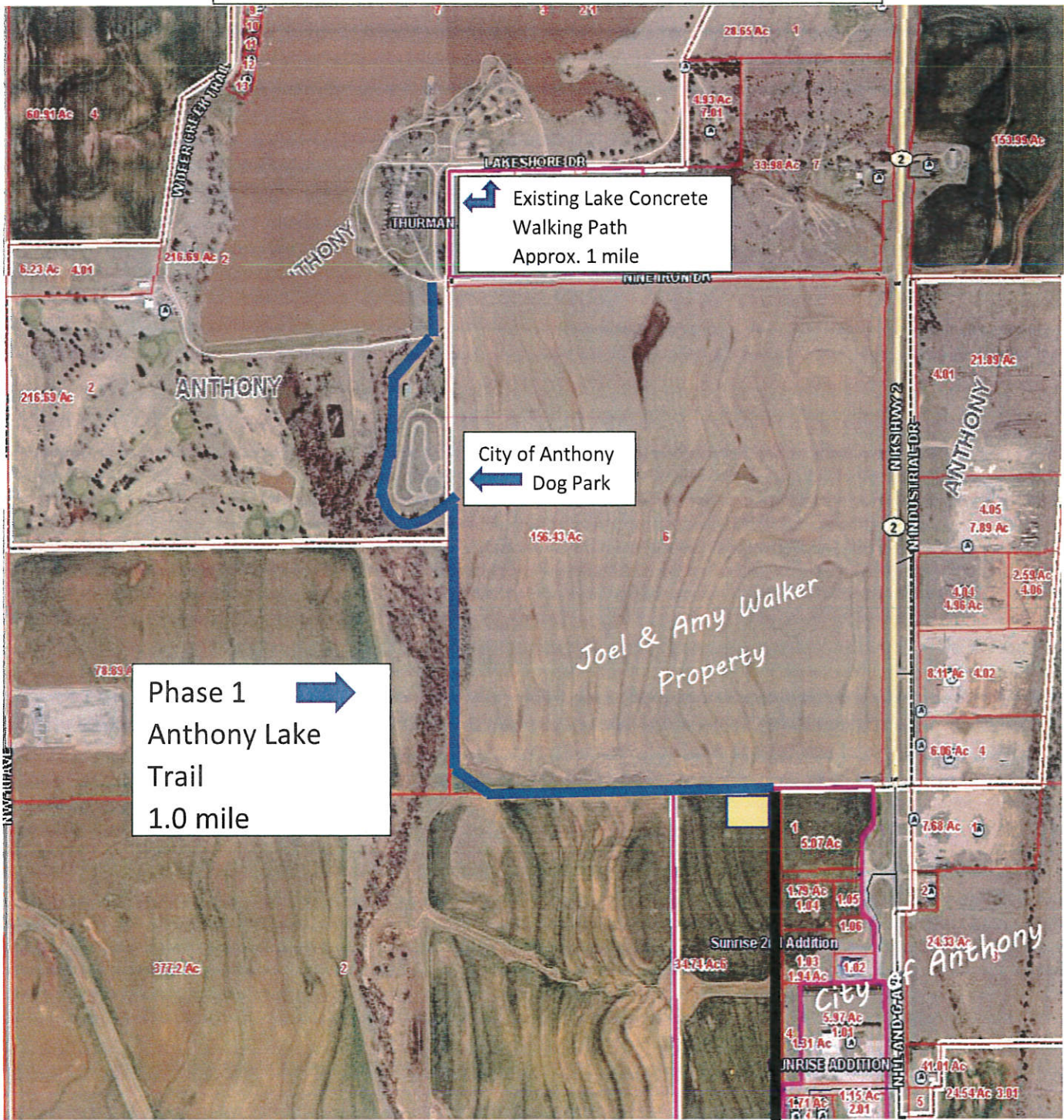
Species selection dependent on availability and/ or caliper size and nursery source.

Proposed Tree Species

* *Denotes species suitable only for walking path / park areas.*

* Bur Oak	Quercus macrocarpa
* Kentucky Coffee	Gymnocladus dioicus
* Pecan	Carya illinoensis
* Black Walnut	Juglans nigra
* American Sycamore	Platanus occidentalis
* Red Mulberry	Morus rubra
* E Red Cedar	Juniperas virginiana
* N Catulpa	Catalpa speciosa
Hackberry / Sugarberry	Celtis occidentalis / laevigata
Chinkapin Oak	Quercus muehlenbergii
Shumard Oak	Quercus shumardii
Sawtooth Oak	Quercus acutissima
Swamp White Oak	Quercus bicolor
N Red Oak	Quercus rubra
White Oak	Quercus alba
English Oak	Quercus robur
Bald Cypress	Taxodium distiahum
Fruitless Osage Orange	Maclura pomifera (Wichita)
Golden Rain	Koelreuteria paniculata
Lace Bark Elm	Ulmus parvifolia
Crimson Spire Oak	Quercus 'Crimschmidt'
London Plane Tree	Platanus x acerifolia
Ginko (male)	Ginkgo biloba
ACETHARD Maple	ACER SACCHARUM Caddo

Attachment B – Proposed Route Map

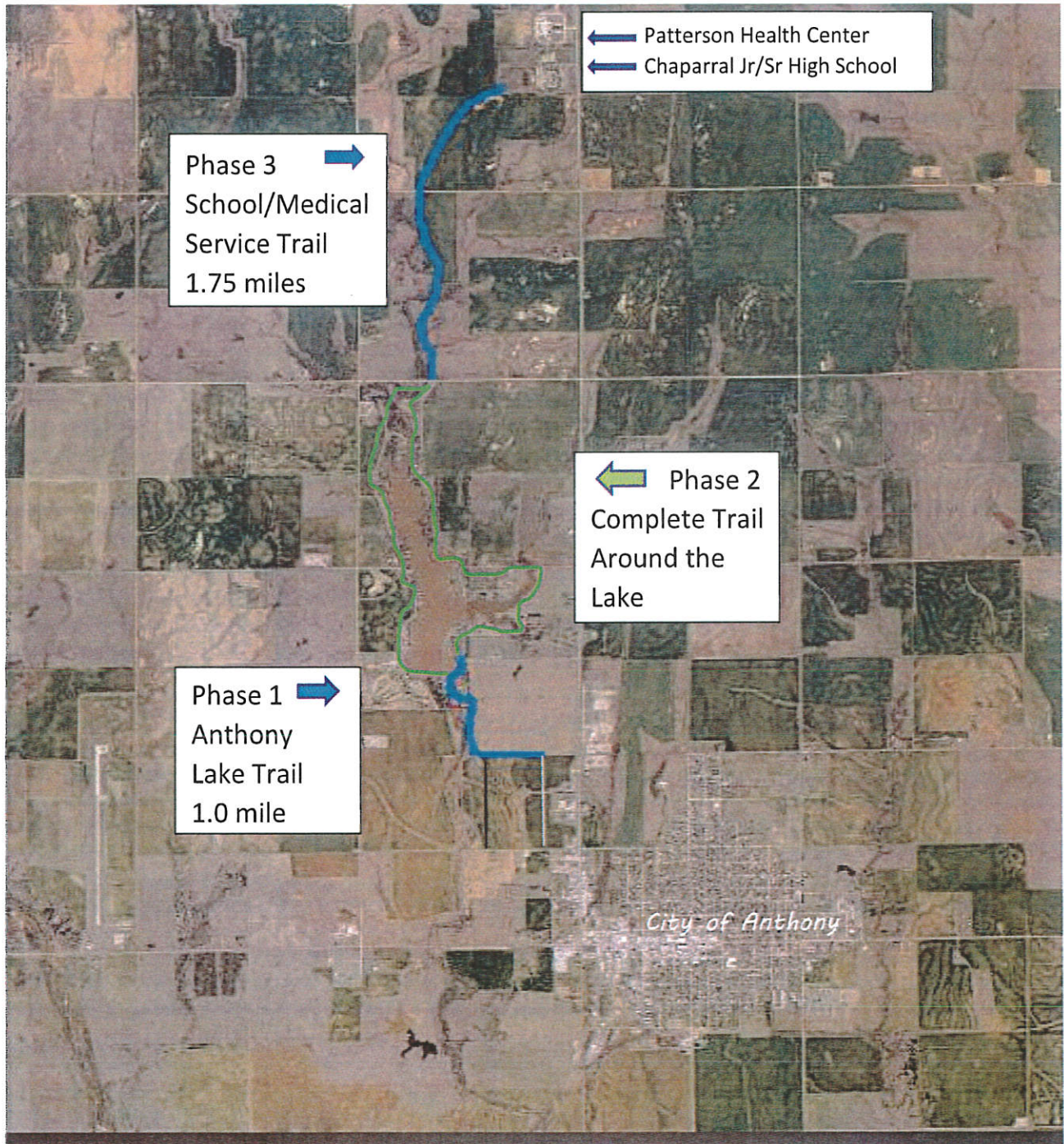


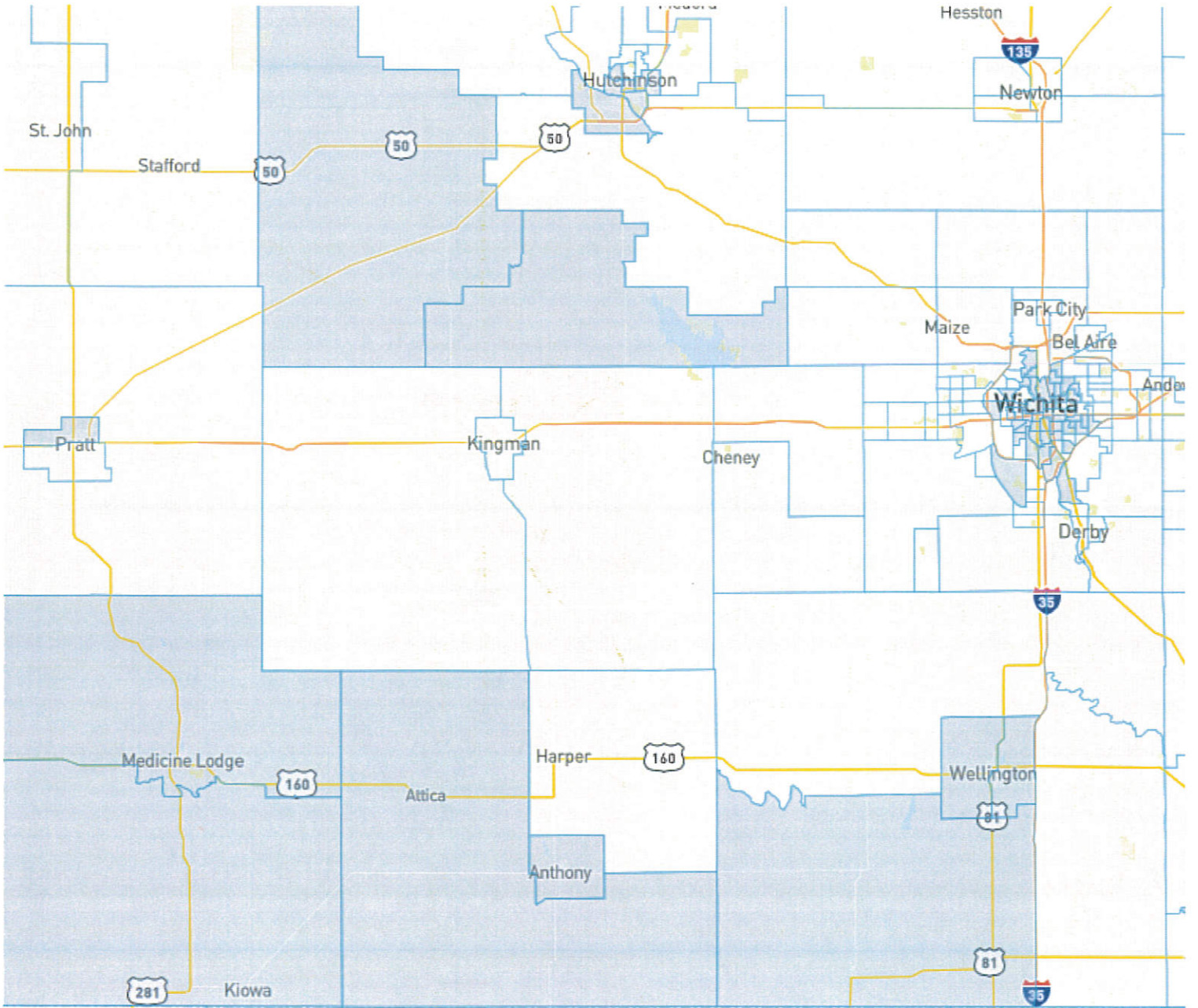
- Proposed Anthony Lake Trail (Approx. 1.0 mile)
- West Street (Construction completion Summer 2023 Fully funded project)
- Proposed Trailhead

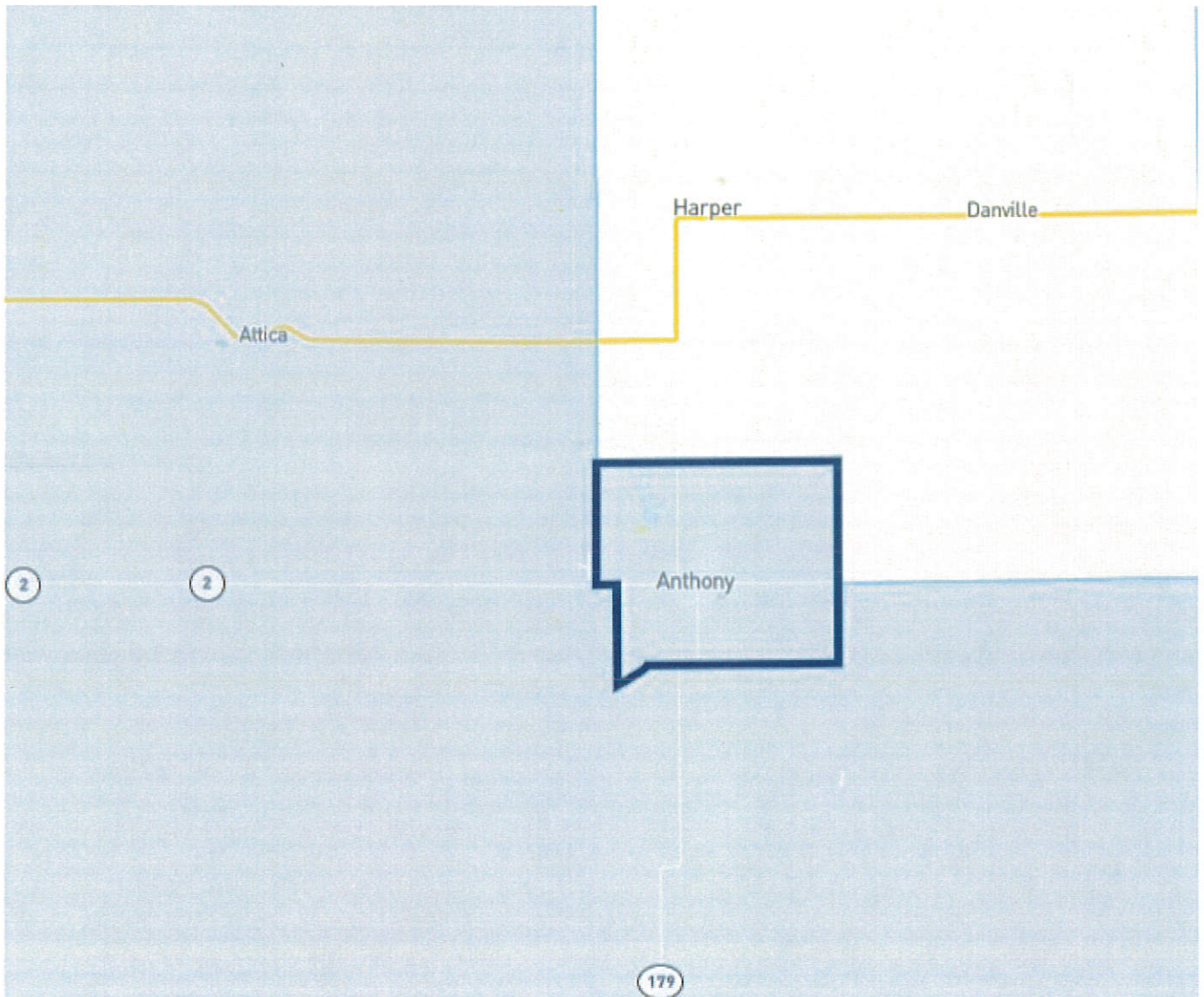
Proposed Anthony Lake Trail Phase 1

Attachment A

Rural Connection Trails Projects







MINUTES
CITY TRANSIENT TAX COMMITTEE

The meeting was held on September 30, 2024, at 5:30 o'clock p.m. at Anthony Public Library.

Committee members in attendance were Brandon Bellesine, Susan Croft, Bette DeMeritt, Marcy Kastens, Karen Younce and BarBara Wright (by telephone).

Karen Younce opened the meeting and announced that we have one application to consider.

Karen advised the committee that the account balance is \$3,732.45.

After discussion, the committee considered the application submitted by Sheila Adams for Anthony Chamber of Commerce for the Cash Back Christmas promotion to be held November 10, 2024, to January 1, 2025, for \$2,500.

After discussion, it was moved by BarBara Wright and seconded by Bette DeMeritt to approve \$2,500. Motion carried.

Since the Anthony Chamber of Commerce application is an annual request, no Committee member will be present in person to present the committee's recommendation to the city commission for approval at the next commission meeting scheduled for October 15, 2024, at 6:00 p.m.

There being no further business to come before the committee, the meeting was adjourned.

Marcy Kastens, Secretary

**SERVICE AGREEMENT
BETWEEN
INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY
AND
CITY OF ANTHONY, KANSAS**

On this 15th day of October, 2024, the City of Anthony, Kansas, herein after referred to as "Jurisdiction", located at 124 S. Bluff Ave., Anthony, Kansas 67003 and the Institute for Building Technology and Safety, headquartered at 45207 Research Place, Ashburn, VA, 20147 hereinafter referred to as "IBTS," do hereby enter into this Service Agreement under the following terms and conditions.

WITNESSETH

WHEREAS, the League of Kansas Municipalities (the League), along with IBTS and has made available to the Jurisdiction for consideration regional shared services; and

WHEREAS, IBTS is a nonprofit organization whose purpose is to assist local jurisdictions by delivering quality services that meet the challenges of governance at all levels while enhancing public safety, economic development and the general welfare of the community; and

WHEREAS, Jurisdiction recognizes the safety and other benefits from code compliance of residential and commercial structures; and

WHEREAS, Jurisdiction desires to participate in the regional services offered by the League with IBTS:

NOW THEREFORE, in consideration of the above, the Jurisdiction hereby enters into this cooperative purchase agreement made available through the Master Agreement made available through the League of Kansas Municipalities (the League) for the services described herein:

In consideration of the mutual agreements contained herein, the Jurisdiction and IBTS agree as follows, to-wit:

1.0 DEFINITIONS

"The League/IBTS Project" hereafter referred to as "Project" references the full scope of activities and services outlined in this Service Agreement for the shared services project.

"Advisory Committee" refers to the Oversight Advisory Committee established jointly by the League and IBTS. The Advisory Committee consists of representatives of participating cities and towns and will meet on a periodic basis to provide input and guidance for the Project.

"Applicant" refers to any individual, business or organization applying for building technology permits and/or services from a Jurisdiction and paying certain fees for those permits and/or services.

"Augmentation" refers to IBTS augmenting an existing jurisdiction's department with specific tasks, staff and other services while the jurisdiction provides supervision for these day to day activities.

"Jurisdiction" refers to the jurisdiction signing this agreement.

“Master Agreement” refers to the Master Agreement entered into by the League and IBTS for the purposes of defining the key elements, fee schedules and to outline the regional approach to the shared services offered by IBTS.

“Operation” refers to IBTS operating and or running a department of service area for the jurisdiction. This includes all services described within a service area.

“Service Agreement” refers to this agreement entered into by jurisdiction and IBTS that define specific services to be delivered by IBTS to the jurisdiction. This Service Agreement should be considered as a cooperative purchase agreement made available through the League of Kansas Municipalities (the League).

2.0 CUSTOMER SERVICE

Customer Service – Should an issue arise for any Jurisdiction with delivery of services by IBTS that Jurisdiction shall notify IBTS and work directly with IBTS to resolve the issue within 30 days. Should the issue remain unresolved after 30 days, the Jurisdiction can seek further resolution, including cancelation of the Service Agreement between the Jurisdiction and IBTS based upon the terms of the Service Agreement.

3.0 SERVICE SELECTION

The full scopes of services offered by IBTS found in the Service Agreement are listed as attachments to this Service Agreement. Jurisdiction hereby selects to implement the services identified below by initialing beside the services to be implemented in the of Jurisdiction.

- _____ : Building Code Department Services & Fees, Attachment B
- _____ : Floodplain Services & Fees, Attachment C
- _____ : Accessibility Code Services & Fees, Attachment D
- _____ : Fire Code Review & Inspection Services & Fees, Attachment E
- _____ : Storm water Services & Fees, Attachment F
- _____ : GOVmotus™ Permitting Software & Fees, Attachment G
- _____ : Reserved For Future Use
- _____ : Planning and Zoning Services and Fees, Attachment I
- _____ : Property Maintenance Services and Fees, Attachment J

4.0 CHANGES AND ADDITIONAL SERVICES

Jurisdiction may request addendums to the services outlined in the following attachments so that additional services not currently described can be added. Examples of addendums that can be included are specialty services, such as Contractor Licensing Services, Business Licensing Services, Public Works Inspections, and other services as needs are identified and documented by the League, IBTS and/or Jurisdiction(s). If any such change causes an increase or decrease in the cost of or in the time required for performance of this Service Agreement, IBTS shall notify the League in writing immediately, but, in any event, prior to executing an Agreement Modification. IBTS and the League will negotiate the new terms and modify the Service Agreement as described in Section 15.0 – Agreement Modification.

Non-Regional Services: IBTS will provide services describe herein to jurisdictions that are outside of the red, green and or blue geographical areas as identified in Appendix 1. Jurisdiction understands and agrees to the additional fuel surcharges and will include these surcharges on all services when collecting fees from the applicant. Jurisdictions outside the red, green and or blue areas that are selecting services must select the combination of Building Department Services, Floodplain Services, Accessibility Code Services, Fire Code Services and Stormwater Services, or negotiate directly with IBTS for additional scope of services..

5.0 USE OF REGISTERED TRADEMARKS

IBTS and Jurisdiction give mutual permission to each other to utilize each other's registered trademark and/or logos in all marketing materials, advertisements and public documents pertinent to the Scope of Services described in the attachments as long as this Service Agreement remains in effect.

6.0 FEE COLLECTION:

IBTS or the jurisdiction may collect the fees for all services as described in the attachments to this agreement. Jurisdiction elects to utilize the fee collection method initial below:

 Rebate Process: IBTS will collect all fees. IBTS will retain fees for its services and will rebate the permit fees collected.

 X **Invoice Process:** Jurisdiction will collect all fees. Jurisdiction will retain permit fees for its services and IBTS will invoice the jurisdiction for services it provided.

Reports of all fee activities between IBTS and the cities and towns will be reported to the League and the jurisdiction. The reports to the jurisdiction and the League will include the appropriate permit fee rebates and handling fees.

6.1 PAYMENT TERMS AND PROCESS

Rebate Process – if the above Rebate Process has been selected by the jurisdiction, IBTS will utilize its existing credit card processing system, which includes acceptance of e-payments, to receive all fees associated with services provided to Jurisdictions. IBTS will collect payment of fees from the applicant for appropriate services and will retain certain fees for its services and report activity to the League and the jurisdiction. IBTS agrees to pay all credit card and other banking or financing fees required in the transaction of, use of, maintenance, and other fees associated with the processing of transactions with a the credit card account.

Permit Fees collected by IBTS will be rebated to the Jurisdiction to cover their expenses to administer the permit process. IBTS will make rebate payments to each jurisdiction for permit fees collected during the permitting process. Within 45 working days of the end of the month, IBTS will rebate to the jurisdiction all permit fees collected by IBTS

Invoice Process - Alternatively, if the jurisdiction elects the invoice process described above, the jurisdiction will utilize its existing credit card processing system, which must include acceptance of e-payments and other online payments, to receive all fees associated with services delivered to the jurisdiction. The jurisdiction will collect payment of fees from the applicant for appropriate services and will retain all permit fees for its services. IBTS will report activity to the League and the jurisdiction. The jurisdiction agrees to pay all credit card and other banking or financing fees required in the transaction of, use of, maintenance, and other fees associated with the processing of transactions with a the credit card account.

IBTS will invoice the jurisdiction for all other fees except the permit fees as described in the attachments. The jurisdiction agrees to make payments to IBTS within 45 days of receipt of the invoice. A report describing all transactions will include the permit number, permit type, permit category and the date of the permit will accompany the invoice.

Jurisdiction's Permit Fees– IBTS has provided suggested permit fees in the attachments to this Service Agreement. Each jurisdiction shall establish permit fees for each permit type shown in the attachments to this Service Agreement. These permit fees belong to the jurisdiction. However, all fees along with all other

plan review, inspection, flood review, handling and other fees required for the service, shall be paid to the fee collector at the time the applicant submits the permit application.

IBTS will rebate the jurisdiction for permit fees for services the jurisdiction provides such as and including permitting and issuing the Occupancy Certificates and release to connect the utilities only after the inspections have been completed and the building has passed all IBTS inspections. Each jurisdiction will establish these permit fees for each permit type shown in the attachments to this Service Agreement. The jurisdiction's established fees may vary from the suggested permit fees included in Attachment A.

7.0 TERM OF AGREEMENT

This initial two-year Service Agreement term shall begin on June 3, 2024, and shall end on June 2, 2026. After the expiration date of this Service Agreement, the Service Agreement and all subsequent amendments will automatically renew and be extended for additional two-year terms until either Jurisdiction or IBTS terminates the Service Agreement by providing a 90-day written notice of termination in advance of expiration. During the term of the Service Agreement, Jurisdiction agrees to use IBTS as its exclusive provider of services selected. Prior to the start of each two-year extension, the rate of compensation and the handling fees will be negotiated as appropriate.

8.0 TAXES

IBTS is responsible for payment of all applicable taxes on the funds it receives as compensation for services provided under this Service Agreement. IBTS's Federal Tax Identification Number is 54-1963889.

9.0 JURISDICTION-FURNISHED RESOURCES

Jurisdiction shall appoint a Program Manager to coordinate the services for this Service Agreement. The assigned Program Manager shall be the principal point of contact on behalf of Jurisdiction and will be the principal point of contact for IBTS concerning performance under this Service Agreement.

The Jurisdiction will pass ordinances to require fees, plan reviews, permits, inspections and code compliance by IBTS and establish enforcement mechanisms that shall be in accordance with federal and state law. The Jurisdiction agrees to enforce the requirement and take administrative and legal action to enforce compliance with those ordinance requirements. IBTS shall comply with those ordinance requirements in the provision of services to the Jurisdiction.

The Jurisdiction will provide IBTS field inspector with a location, from time to time, for coordination with the Jurisdiction personnel, filing reports and assisting citizens. If the Jurisdiction is providing permit issuance assistance, one of the Jurisdiction's personnel will handle the permits and receive the plans for review. The Jurisdiction shall also permit IBTS to use its printer or copier as necessary to support third party services.

10.0 IBTS-FURNISHED RESOURCES

IBTS will be fully responsible for its staff and all of its staff's needs including but not limited to: automobile, mileage, housing, per diems, cell phones, laptop computers and appropriate software, code books, safety equipment, tools for inspections, and certification costs.

11.0 TERMINATION FOR CAUSE

Jurisdiction may terminate this Service Agreement for cause based upon the failure of IBTS to comply with the terms and/or conditions of the Service Agreement, provided that Jurisdiction shall give IBTS written notice specifying the IBTS's failure and an opportunity to cure the failure. If within thirty (30) days after receipt of such notice, IBTS shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then Jurisdiction may seek services from another source.

12.0 INDEMNIFICATION

IBTS hereby agrees to indemnify and hold harmless Jurisdiction against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any negligent act or omission of IBTS in the performance and/or failure to perform within the Service Agreement including the negligent acts or omission of any subcontractor or any direct or indirect employees of IBTS or its subcontractors.

13.0 DISPUTE RESOLUTION

Either party may submit a dispute to binding arbitration for resolution by a single arbitrator with a professional arbitration service mutually agreeable to the parties after furnishing the other party ten (10) days prior written notice. If the parties cannot agree on an arbitration service, the arbitration will take place pursuant to the American Arbitration Association (“AAA”) Commercial Arbitration Rules and Mediation Procedures. The parties shall bear equally the costs of arbitration, including the fees and expenses of the arbitrator. Each party shall bear the cost of preparing and presenting its case, which will be heard at a mutually agreeable site in Kansas City, Kansas metropolitan area.

14.0 ASSIGNMENT

IBTS shall not assign any interest in this Service Agreement by assignment or transfer without prior notification from IBTS to Jurisdiction and written consent of Jurisdiction. This provision shall not be construed to prohibit IBTS from assigning to a bank, trust company, or other financial institution any money due or to become due from approved Service Agreements without such prior written consent.

15.0 AGREEMENT MODIFICATION

No amendment or variation of the terms of this Service Agreement shall be valid unless made in writing, signed by both parties and approved as may be required by law. No oral understanding not incorporated in the Service Agreement is binding on any of the parties.

16.0 CONFIDENTIALITY

Jurisdiction agrees that its staff and agents may become aware of IBTS intellectual property or information protected as trade secret such as business processes and procedures. Jurisdiction agrees that it will not discuss with outside parties any information protected accordingly. Jurisdiction shall not be required to keep confidential any data or information that is, or becomes publicly available, is already rightfully in Jurisdiction’s possession, is independently or is rightfully obtained from third parties.

At all times in the duration of this Service Agreement, Jurisdiction owns and will have the right to all data including inspection and plan review information, information bulletins, forms, and other related technical material resulting from this effort. However, IBTS will retain intellectual rights on the forms and procedures, training, material, management systems, and IT system it develops for Jurisdiction for use in other business areas. IBTS will maintain records of the information related to the building department services it performs.

17.0 SUBCONTRACTORS

IBTS may, with prior notice to Jurisdiction, use consultants or staff provided by a Subcontractor. In such case, IBTS will be fully responsible for the work completed by the consultant and staff provided by a Subcontractor to IBTS for this Service Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of IBTS to Jurisdiction for any breach in the performance of IBTS’s duties.

All IBTS staff members, as well as consultants or staff provided by a Subcontractor who will provide building department services as an inspector or plan reviewer, shall register with the required local and or state building code agencies.

18.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

IBTS agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, and the Age Act of 1975. IBTS further agrees to abide by the requirements of the Americans with Disabilities Act of 1990. IBTS agrees not to discriminate in its employment practices, and will render services under this Service Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, or political affiliation.

19.0 INSURANCE

IBTS's Insurance – IBTS shall submit evidence of insurance to Jurisdiction and will add Jurisdiction as “an additional insured party” on IBTS's policies. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' written notice in advance to Jurisdiction.

Insurance shall be placed with insurers with an A.M. Best's financial strength and size category rating of no less than A-VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Worker's Compensation Insurance – IBTS shall maintain, during the life of the Service Agreement, Workers' Compensation Insurance for all of the IBTS employees. In case any work is sublet, IBTS shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by IBTS. In case any class of employees engaged in work under the Service Agreement is not protected under the Workers' Compensation laws, IBTS shall provide for any such employees, and shall further provide or cause any and all Subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation laws.

Commercial General Liability Insurance – IBTS shall maintain, during the life of the Service Agreement, such Commercial General Liability Insurance which shall protect IBTS, Jurisdiction and any Subcontractors during the performance of work covered by the Service Agreement from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Service Agreement, whether such operations be by the IBTS staff or by a Subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to Jurisdiction. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and liability, with combined single limits of \$1,000,000.

Errors and Omissions Insurance – IBTS shall maintain, during the life of the Service Agreement, Errors and Omissions Insurance in an amount not less than \$1,000,000.

Licensed and Non-Licensed Motor Vehicles – IBTS shall maintain, during the life of the Service Agreement Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Service Agreement to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance – IBTS shall require that any and all Subcontractors, which are not protected under IBTS insurance policies, take and maintain insurance of the same nature and in the same amounts as those required of the IBTS. IBTS shall be responsible for any failure of its Subcontractors to conform to this insurance requirement.

20.0 NOTICES

All contractual notices shall be addressed to:

Institute for Building Technology and Safety (IBTS)
Attn: Contracts Administrator
45207 Research Place
Ashburn, VA 20147

City of Anthony, Kansas
Attn: Cyndra Kastens
124 S. Bluff Ave.,
Anthony, Kansas 67003

All technical notices shall be addressed to:

Institute for Building Technology and Safety (IBTS)
Attn: LGS Director
45207 Research Place
Ashburn, VA 20147

City of Anthony, Kansas
Attn: Cyndra Kastens
124 S. Bluff Ave.,
Anthony, Kansas 67003

22.0 SEVERABILITY

If any term or condition of this Service Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Service Agreement are declared severable.

23.0 ORDER OF PRECEDENCE

This Service Agreement shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Service Agreement and its amendments; second priority shall be given to the provisions of the IBTS Scope of Services and its amendments.

24.0 INCORPORATION OF ATTACHMENTS

Attachments selected by Jurisdiction in Section 3.0 are attached hereto and are hereby incorporated by reference as though fully set out and rewritten herein.

IN WITNESS WHEREOF, the parties have executed this Service Agreement as of this _____ day of _____, 2024.

For IBTS:
Printed Name: _____
Title: _____

Signature: _____
Date: _____

For Jurisdiction:
Printed Name: _____
Title: _____

Signature: _____
Date: _____

ATTACHMENT B – BUILDING CODE DEPARTMENT SERVICES & FEES

B1.0 BUILDING CODE DEPARTMENT SERVICES

IBTS will provide complete Building Code Department Services, administration, permitting systems, plan reviews, permit approvals, certificate of occupancy approvals, and electronic record keeping. Permit applicants can come to the Jurisdiction’s office to get permits, submit plans for plan reviews, or for Zoning and FEMA certifications; or they may elect to apply online once IBTS has implemented its proprietary online GOVMOTUS™ permitting system.

Permit Applications

Citizens/contractors may go to each jurisdiction’s city/town hall or other designated location to apply for a permit and submit the required documentation for the permit. Citizens/contractors may also choose to register online with IBTS GOVMOTUS™ software. In either case, a local jurisdiction staff person will enter and/or review the submitted information, receive the payment and submit to IBTS for review. Notifications are sent immediately to IBTS staff that Plan Reviews are pending.

Plan Reviews

As directed by the jurisdiction, IBTS staff will conduct all of the plan reviews to check for compliance with federal, state and local building code requirements. The following presents the type of reviews (commercial and residential) that can be conducted, if so selected by each jurisdiction.

- Building codes
- Electrical codes
- Plumbing codes
- Mechanical codes
- Energy codes
- Accessibility
- Flood determinations
- Landscape/land use/lighting
- Fire codes
- Other local requirements

Permit Approvals & Issuance

Once plans are approved, IBTS will indicate approval in the GOVMOTUS™ software system. The system in return immediately notifies the jurisdiction that a permit is ready for issuance. The jurisdiction having authority remains in control in order to issue permits and each jurisdiction can hold the approval for issues or concerns. This provides the opportunity to hold final issuance for any reason the jurisdiction may deem necessary.

Inspections

Once the project is under construction, IBTS will provide inspections on the construction project, based upon the structure type of occupancy. IBTS will provide each contractor with a direct telephone number to the inspector in order to schedule the inspections; inspections can also be requested via fax request or on the web-based permitting solution.

Certificates of Occupancy

After the final inspection or the Certificate of Occupancy (CO) inspection is completed, IBTS will upload and document all of the results and reports from the inspections in the GOVMOTUS™ software. IBTS will then approve the CO for issuance and the software will notify the jurisdiction that a CO is ready to be issued. The jurisdiction at that time, just like the permit, has the authority to withhold that CO for any reason they deem necessary. This provides each jurisdiction with ultimate control of allowing the occupancy of the structure.

ATTACHMENT B – BUILDING CODE DEPARTMENT SERVICES & FEES

B2.0 AUGMENTATION OF EXISTING BUILDING DEPARTMENT SERVICES

IBTS can provide a la carte' services describe in this attachment. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the jurisdiction. Because each jurisdiction's needs are different and if needed, each jurisdiction may elect to specifically call out in their individual Service Agreement the each tasks needed within each service and include those descriptions as part of their Service Agreement.

Services provided a la carte' are billed at either task and/or hourly rates, according to the deliverable.

AUGMENTATION FEE STRUCTURE

Residential Plan Review Fees: \$100.00 per hour

Commercial Plan Review Fees: \$135.00 per hour

Residential Inspections: \$100.00 per inspection*

Commercial Inspections: \$150.00 per inspection*

**Inspections are per trade, not per site visit. Example, if during the foundation pour inspection, an inspector looks at foundation/footing and underground plumbing, that's 2 inspections for a total of \$200.00.*

ATTACHMENT B – BUILDING CODE DEPARTMENT SERVICES & FEES

RESIDENTIAL BUILDING FEE SCHEDULE				
ITEM	Sq. Ft.	Plan Reviews	Inspections	Permit Fees*
New Construction	0-3,000	\$250	\$850	\$50
	3,001-5,000	\$390		
	>5,001	\$490		
New Modular	All	\$150	\$250^	
Enlarge/Alter/Repair	Plan Review Not Required	na	\$150^	
	Non Structural Support Modifications	\$75	\$150^	
	With Structural Support Modifications	\$100	\$250^	
	With Structural Support Modifications & Egress Changes	\$150	\$300^	
New Manufactured Housing	All	n/a	\$250	
New Detached Accessory	Over 400 sq. ft.	\$100	\$200^	
New Portable Building	Over 400 sq. ft.	\$75	\$150^	
Structure Relocation	All	\$185	\$250	
Swimming Pool	In ground	\$75	\$300	
Swimming Pool	Fee for small pools required by City to be inspected, but not by ICC.			
MISCELLANEOUS				
1st Re-Inspection	n/a	n/a	n/a	n/a
2nd Re-Inspection			\$90	n/a
3rd Re-Inspection			\$150	n/a
Roofing Inspection if req. by city code			\$100	\$25
Electrical Meter Change			\$75	
Mechanical Trade Inspection			\$75	
Electrical Trade Inspection			\$75	
Plumbing Trade Inspection			\$75	
Demolition			\$75	
Change of Occupancy				
Change of Contractor	n/a			
Permit Extensions	n/a			
Decks	\$150			
Temporary Pole	\$75			
All Stop Work Orders			\$150	n/a
Re-roof if required by city code			\$150	\$25
Flood Determination Review			\$65	n/a

* Suggested Permit fees for City to Retain

^ Add trade permit fees when required

ATTACHMENT B – BUILDING CODE DEPARTMENT SERVICES & FEES

COMMERCIAL BUILDING FEE SCHEDULE

GROUPS	OCCUPANCY	SQUARE FOOTAGE		PLAN REVIEW FEES Includes 1 Re-review	Fees for Additional Plan Review Rounds	INSPECTION FEES	PERMIT FEES*
		Minimum	Maximum				
A	ASSEMBLY	0	2,500	\$385	\$175	\$1,250	\$100
		2,501	4,500	\$650		\$1,500	
		4,501	10,000	\$1,300		\$2,800	
		10,001	50,000	\$1,850	\$300	\$4,000	
		50,001	100,000	\$3,250		\$8,500	
		100,000	300,000	\$4,500		\$8,500 + .01 sq.ft. over 300,000	
		300,001 +		\$4,500 + .01 sq.ft. over 300,000	\$500	\$8,500 + .01 sq.ft. over 300,000	
1-2, 1-3	HEALTH CARE, INSTITUTIONAL, OR DETENTION (Includes Limited Care & Assisted Living)	0	2,000	\$385	\$125	\$1,000	\$100
		2,001	5,000	\$650		\$1,500	
		5,001	10,000	\$1,300		\$1,850	
		10,001	20,000	\$1,650	\$200	\$4,095	
		20,001	30,000	\$2,450		\$5,265	
		30,001	50,000	\$3,475		\$7,020	
		50,001	100,000	\$4,275	\$11,700		
		1,000,001	300,000	\$5,500.00	\$21,000		
		300,001 +		\$5,500 + .01 sq.ft. over 300,00	\$325	\$21,000 + .01 sq.ft. over 300,000	
M & B	BUSINESS OR MERCANTILE	0	3,000	\$415	\$125	\$750	\$100
		3,001	10,000	\$825		\$1,755	
		10,001	30,000	\$1,550		\$2,575	
		30,001	80,000	\$2,225	\$200	\$4,650	
		80,001	150,000	\$3,000		\$9,900	
		150,001	300,000	\$5,125		\$14,625	
		300,001 +		\$5,125 + .01 sq.ft. over 300,000	\$200	\$14,625 + .01 sq.ft. over 300,000	
E & 1-4	EDUCATIONAL & DAYCARE	0	5,000	\$650	\$175	\$1,500	\$100
		5,001	10,000	\$1,150		\$1,875	
		10,001	30,000	\$1,900		\$4,365	
		30,001	80,000	\$3,150	\$300	\$9,945	
		80,001	150,000	\$4,900		\$17,550	
		150,001	300,000	\$7,850		\$43,875	
		300,001 +		\$7,850 + .01 sq.ft. over 300,000	\$500	\$43,875 + .01 sq.ft. over 300,000	

* Suggested Permit fees for City to Retain

ATTACHMENT B – BUILDING CODE DEPARTMENT SERVICES & FEES

COMMERCIAL BUILDING FEE SCHEDULE

GROUPS	OCCUPANCY	SQUARE FOOTAGE		PLAN REVIEW FEES	Fees for Additional Plan Review Rounds	INSPECTION FEES	PERMIT FEES*
		Minimum	Maximum	Includes 1 Re-review			
F1, F2, S1,S2, & U	INDUSTRIAL OR STORAGE	0	10,000	\$550	\$125	\$750	\$100
		10,001	20,000			\$750	
		20,001	50,000			\$1,250	
		50,001	100,000			\$1,250	
		100,001	200,000			\$1,250	
		\$200,001 +		\$550 + .01 sq.ft. over 200,000		\$1,250 + .01 sq.ft. over 200,000	
H1, H2, H3, H4, & H5	HIGH HAZARD	0	2,000	\$725	\$125	\$1,000	\$100
		2,001	5,000	\$1,100		\$1,200	
		5,001 +		\$1,100 + .02 sq.ft. over 5,000		\$1,200 + .01 sq.ft. over 5,00	
R1, R2, R3, R4, I-1	HOTELS, DORMS, APARTMENTS, LODGING, ROOMING, & RESIDENTIAL CARE FACILITIES	0	2,500	\$550	\$150	\$1,500	\$100
		2,501	10,000	\$1,250		\$1,872	
		10,001	30,000	\$1,800		\$4,680	
		30,001	50,000	\$3,250	\$9,945		
		50,001	150,000	\$4,200	\$17,550		
		150,001	300,000	\$5,425	\$43,875		
300,001 +		\$5,425 + .01 sq.ft. over 300,00	\$225	43,875 + .01 sq.ft. over 300,00			

* Suggested Permit fees for City to Retain

CDBG Infrastructure Inspections: \$100.00/hr with project maximums quoted per job.

ATTACHMENT C – FLOODPLAIN SERVICES AND FEES

C1.0 COMPLETE FLOODPLAIN SERVICES

IBTS will provide Flood Plain Enforcement (reviews and inspections), Flood Plain Administration (data management and maintenance), and other Flood Plain Management services (i.e. Base Flood Elevation determination, ordinance review, amendment facilitation, Letter Of Map Revisions) to the Jurisdiction. Note that any required enforcement and administration to support and maintain the National Flood Insurance Program (NFIP) for flood permits issued by the jurisdiction prior to the start of services for the jurisdiction are not within the Scope of this Agreement.

Applicants will come to the Jurisdiction’s local city hall or other designated location to apply for permits, submit plans for plan reviews, or requests for Zoning and FEMA certifications. However for inspections, site verification visits, the applicants can call IBTS directly. All administrative documentation managed by IBTS may be sent directly to IBTS offices from the applicant, architect, engineer or land surveyor.

IBTS will evaluate and assist each Jurisdiction with evaluating the benefits of implementing the Community Rating System (CRS) as a part of its participation in the NFIP. IBTS will coordinate with the local FEMA Region office and its CRS resources to determine and analyze any benefits of the CRS program. IBTS will develop the necessary presentations and data for the jurisdiction to determine if implementation of the CRS program would be of benefit.

Nothing in this attachment and/or Service Agreement shall be construed to conflict with 44 CFR and other state or local adopted laws, rules and regulations.

C2.0 FLOODPLAIN SERVICES FEE SCHEDULE

TYPE	IBTS FEES
All residential structures	\$65.00 each
All commercial structures	\$125.00 each

ATTACHMENT D – ACCESSIBILITY SERVICES AND FEES

D1.0 COMPLETE ACCESSIBILITY PLAN REVIEW AND INSPECTION SERVICES

IBTS will provide Accessibility Plan Review and Inspection Services and will perform site visits. As permitted by the completeness of information submitted for code plan review, IBTS will conduct the accessibility plan reviews during the building department plan reviews in order to streamline the process. However, should accessibility not be fully addressed within the original submission, additional reviews may be necessary.

IBTS staff will provide the accessibility technical reviews and inspections on commercial use group properties. IBTS will review drawings and inspect structures for these codes requirements for compliance to the locally adopted codes. IBTS staff will attach Plan Reviews and Inspection result records to each permit which can be archived for easy retrieval for future purposes.

All accessibility reviews and inspections will be documented and recorded in the GOVMotus™ Permitting System software. Each review and inspection report will be available from any web-enabled access devise such as internet tablets and pads.

D1.1 AUGMENTATION OF EXISTING ACCESSIBILITY PLAN REVIEW AND INSPECTION SERVICES

IBTS can provide a la carte’ services describe in this attachment. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the jurisdiction. Because each jurisdiction’s needs are different and if needed, each jurisdiction may elect to specifically call out in their individual Service Agreement the each tasks needed within each service and include those descriptions as part of their Service Agreement.

D2.0 ACCESSIBILITY SERVICES FEES

D2.1 Operation Fees: Fees for accessibility reviews and inspections are included in the fees for the building code plan reviews and inspections found in Attachment B.

D2.2 Augmentation: Should an applicant desire to have reviews and or inspections only conducted on a commercial structure, the following fees are applicable.

TYPE	IBTS PLAN REVIEW FEES	IBTS INSPECTION FEES
All Commercial Structures, <5,000 sq. ft	\$275.00 each	\$750.00 each
All Commercial Structures, 5,001 – 25,000 sq.ft	\$515.00 each	\$1000.00 each
All Commercial Structures, 25,001 – 100,000 sq.ft	\$735.00 each	\$1500.00 each
All Commercial Structures, >100,001 sq.ft	\$1355.00 each	\$2250.00 each

*1.5% of IBTS fees

ATTACHMENT E – FIRE CODE REVIEW & INSPECTION SERVICES AND FEES

E1.0 COMPLETE FIRE CODE PLAN REVIEW & INSPECTION SERVICES

IBTS will provide code plan review and inspections services, permit approvals, certificate of occupancy approvals and electronic record keeping for commercial structures. Permit applicants can come to the Jurisdiction's city hall or other designated location to get permits, submit plans for plan reviews, or for Zoning and FEMA certifications; or they may elect to apply online once IBTS has implemented its proprietary online GOVMOTUS™ permitting system.

Plan Reviews

As directed by the jurisdiction, IBTS staff will conduct all of the plan reviews to check for compliance with federal, state and local building fire code requirements. These reviews will be conducted during the same time as the building code and accessibility reviews.

Permit Approvals

The permit approval process will follow the same steps for processing permits as described in Attachment B - Building Code Department Services.

Inspections

Once the project is under construction, IBTS will provide inspections on the construction project, based upon the structure type of occupancy. IBTS will provide each contractor with a direct telephone number to the inspector in order to schedule the inspections; inspections can also be requested via fax request or on the web-based permitting solution.

Certificates of Occupancy

After the final inspection or the Certificate of Occupancy (CO) inspection is completed, IBTS will upload and document all of the results and reports from the inspections in the GOVMOTUS™ software. IBTS will then approve the CO for issuance and the software will notify the jurisdiction that a CO is ready to be issued. The jurisdiction at that time, just like the permit, has the authority to withhold that CO for any reason they deem necessary. This provides each jurisdiction with ultimate control of allowing the occupancy of the structure.

IBTS, upon direction from the jurisdiction, will coordinate the CO inspection with the local and/or State Fire Marshal as required to ensure that all of their requirements have been satisfied before occupancy is allowed.

E1.1 AUGMENTATION OF EXISTING FIRE CODE PLAN REVIEW & INSPECTION SERVICES

IBTS can provide a la carte' services describe in this attachment. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the jurisdiction. Because each jurisdiction's needs are different and if needed, each jurisdiction may elect to specifically call out in their individual Service Agreement the each tasks needed within each service and include those descriptions as part of their Service Agreement.

ATTACHMENT E – FIRE CODE REVIEW & INSPECTION SERVICES AND FEES

E2.0 FIRE CODE REVIEW & INSPECTION SERVICES FEES

COMMERCIAL FIRE CODE FEES - Operation and Augmentation								
COMMERCIAL TYPE & SIZE				IBTS FIRE CODE PLAN REVIEW FEES		IBTS FIRE CODE INSPECTION FEES		
GROUPS	OCCUPANCY	SQUARE FOOTAGE		OPERATION REVIEW FEE (INCLUDES 1 REJ. REVIEW)	AUGMENT AION REVIEW FEE (INCLUDES 1 REJ. REVIEW)	IBTS 3rd PLAN REVIEW	OPERATION INSPECTION FEES	AUGMENTATION INSPECTION FEE
		Minimum	Maximum					
A	ASSEMBLY	0	2,500	\$75.00	\$150.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$250.00
		2,501	4,500	\$75.00	\$150.00		\$150.00	\$250.00
		4,501	10,000	\$135.00	\$250.00		\$150.00	\$500.00
		10,001	50,000	\$185.00	\$315.00		\$250.00	\$700.00
		50,001	100,000	\$250.00	\$500.00		\$400.00	\$1,000.00
		100,000	300,000	\$500.00	\$725.00		\$850.00	\$1,400.00
		300,001 +		\$715.00	\$1,000.00		\$1,000.00	\$1,800.00
1-2, 1-3	HEALTH CARE, INSTITUTIONAL, OR DETENTION (Includes Limited Care & Assisted Living)	0	2,000	\$75.00	\$150.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$250.00
		2,001	5,000	\$75.00	\$150.00		\$150.00	\$250.00
		5,001	10,000	\$135.00	\$250.00		\$150.00	\$500.00
		10,001	20,000	\$185.00	\$315.00		\$250.00	\$700.00
		20,001	30,000	\$250.00	\$500.00		\$400.00	\$1,000.00
		30,001	50,000	\$500.00	\$725.00		\$850.00	\$1,400.00
		50,001	100,000	\$715.00	\$1,000.00		\$1,000.00	\$1,650.00
		1,000,001	300,000	\$845.00	\$1,235.00		\$1,300.00	\$1,800.00
		300,001 +		\$950.00	\$1,400.00		\$1,580.00	\$2,100.00
M & B	BUSINESS OR MERCANTILE	0	3,000	\$75.00	\$150.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$250.00
		3,001	10,000	\$100.00	\$160.00		\$200.00	\$315.00
		10,001	30,000	\$150.00	\$235.00		\$250.00	\$385.00
		30,001	80,000	\$200.00	\$275.00		\$325.00	\$425.00
		80,001	150,000	\$315.00	\$355.00		\$500.00	\$715.00
		150,001	300,000	\$485.00	\$580.00		\$615.00	\$975.00
		300,001 +		\$600.00	\$795.00		\$750.00	\$1,300.00
E & 1-4	EDUCATIONAL & DAYCARE	0	5,000	\$75.00	\$150.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$300.00
		5,001	10,000	\$125.00	\$235.00		\$200.00	\$415.00
		10,001	30,000	\$200.00	\$275.00		\$375.00	\$650.00
		30,001	80,000	\$300.00	\$360.00		\$500.00	\$900.00
		80,001	150,000	\$450.00	\$615.00		\$1,300.00	\$1,300.00
		150,001	300,000	\$750.00	\$1,400.00		\$2,000.00	\$2,750.00
		300,001 +		\$1,000.00	\$1,900.00		\$3,500.00	\$4,100.00

ATTACHMENT E – FIRE CODE REVIEW & INSPECTION SERVICES AND FEES

F1, F2, S1,S2, & U	INDUSTRIAL OR STORAGE	0	10,000	\$125.00	\$250.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$250.00
		10,001	20,000				\$150.00	\$250.00
		20,001	50,000				\$225.00	\$375.00
		50,001	100,000				\$225.00	\$375.00
		100,001	200,000				\$225.00	\$485.00
		\$200,001 +					\$250.00	\$500.00
H1, H2, H3, H4, & H5	HIGH HAZARD	0	2,000	\$200.00	\$375.00	50% of original plan review fee with a \$75 minimum	\$250.00	\$500.00
		2,001	5,000	\$350.00	\$600.00		\$350.00	\$500.00
		5,001 +		\$500.00	\$925.00		\$500.00	\$715.00
R1, R2, R3, R4, I-1	HOTELS, DORMS, APARTMENT S, LODGING, ROOMING, & RESIDENTIAL CARE FACILITIES	0	2,500	\$150.00	\$300.00	50% of original plan review fee with a \$75 minimum	\$250.00	\$435.00
		2,501	10,000	\$200.00	\$400.00		\$375.00	\$600.00
		10,001	30,000	\$300.00	\$615.00		\$500.00	\$1,300.00
		30,001	50,000	\$425.00	\$800.00		\$800.00	\$2,250.00
		50,001	150,000	\$500.00	\$1,100.00		\$1,475.00	\$3,415.00
		150,001	300,000	\$735.00	\$1,700.00		\$2,000.00	\$48,000.00
		300,001 +		\$1,100.00	\$2,300.00		\$2,400.00	\$6,000.00

ATTACHMENT F – STORM WATER SERVICES AND FEES

F1.0 COMPLETE STORM WATER SERVICES

IBTS will provide Storm Water Pollution Prevention Plan (SWPPP) reviews and site inspections. These services will be provided on all residential and commercial structures as required by local, state and or federal laws regulating storm water pollution.

SWPPP Reviews

IBTS will provide the SWPPP reviews at the same time as the Building Code reviews. IBTS will ensure that the necessary state permits have been obtained and are on file with the construction permit.

IBTS will also maintain any necessary sub-division Service Plans as allowable by regulations. The Service Plan will be reviewed only once, and thereafter, IBTS will confirm that contractors have signed the necessary agreements that they as well as the sub-contractors will follow the Service SWPPPs.

SWPPP Site Visits

IBTS will conduct SWPPP inspections at each code inspection to verify ongoing compliance of the SWPPP requirements at the job site. Records of inspection results will be recorded and archived with the construction permit for record keeping and archival purposes

In the event of a rainfall event, IBTS will conduct spot checks for records after the rainfall event has passed, but no sooner than 24hrs so as to allow the site manager to complete all paperwork. IBTS will verify that storm water pollution plans are in place and remain effective after the rainfall event.

F1.1 AUGMENTATION OF EXISTING STORM WATER SERVICES

IBTS can provide a la carte' services describe in this attachment. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the jurisdiction. Because each jurisdiction's needs are different and if needed, each jurisdiction may elect to specifically call out in their individual Service Agreement the each tasks needed within each service and include those descriptions as part of their Service Agreement.

ATTACHMENT F – STORM WATER SERVICES AND FEES

F2.0 STORM WATER SERVICE FEES - Operation

Fees for storm water reviews and inspection are included in the fees for the building code plan reviews and inspections found in Attachment B.

F2.1 STORM WATER SERVICE FEES - Augmentation

IBTS can provide a la carte’ services describe in this attachment. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the jurisdiction. Because each jurisdiction’s needs are different and if needed, each jurisdiction may elect to specifically call out in their individual Service Agreement the each tasks needed within each service and include those descriptions as part of their Service Agreement.

STORM WATER SERVICE FEES FOR AUGMENTATION		
Service	Reviews	Inspections
Residential SWPPP Master Development Reviews	\$250.00	\$1200.00 / year / development
Commercial SWPPP Master Development Reviews	\$350.00	\$1500.00 / year / development
Residential SWPPP Individual Development (greater than 1 acre)	\$100.00	\$200.00 / site
Residential Rainfall Event Inspection	N/A	\$100.00 per site / per event
Commercial Rainfall Event Inspection	N/A	\$175.00 per site / per event

ATTACHMENT G – GOVmotus™ PERMITTING SOFTWARE

G 1.0 GOVmotus™ Programs

GOVmotus™ is a Software as a Service (SaaS) solution provided by the Institute of Building Technology and Safety (IBTS) that delivers an internet based system hosted in an environment that Subscribers can access for data entry, reporting, archival, document storage, tracking, receiving and processing payments as well as other tasks normally associated with delivery of building code department services, licensing, and property maintenance case management.

The GOVmotus™ Programs are provided to Subscribers in bundles of the modules described below. Subscription fees maintenance fees, and termination fees for bundled modules are described below.

The bundles are packaged together and the associated features, fees, storage capacities, number of users, roles and other descriptive conditions are described in this Exhibits A. The bundles described herein are called: 1) Bronze 2) Silver 3) Gold and 4) Platinum. The Platinum bundle is a tailored configuration to customer's specific requirements. A summary of the features available in the Bronze, Silver and Gold GOVmotus bundles are set forth in the following tables.

G 1.1 GOVmotus//Permitting Module

The GOVmotus Permitting Module can be packaged in a Bronze, Silver, Gold or Platinum bundle. The Permitting Module provides data entry, reporting, archival, document storage, tracking, payment processing, and other tasks normally associated with the delivery of building code department services.

GOVmotus PERMITTING FEATURES	BRONZE	SILVER	GOLD
PERMIT APPLICATIONS	X	X	X
PERMITS	X	X	X
PLAN REVIEWS	X	X	X
INSPECTIONS	X	X	X
CERTIFICATES OF OCCUPANCY	X	X	X
FLOODPLAIN TRACKING		X	X
AUTOMATED NOTIFICATION		X	X
DOCUMENT MANAGEMENT		X	X
MANAGEMENT REPORTS		X	X
ADVANCE SEARCH FEATURES		X	X
INSPECTION TYPE SELECTION		X	X
CONTRACTOR LIST		X	X
CONTRACTOR PORTAL			X
ONLINE VIDEO HELP			X
AUTOMATED FEE CALCULATIONS			X
CONTRACTOR QUICK FEE CALCULATOR			X
ROLE BASED USERS			X
INSPECTION CODES INCLUDED			X
CONTRACTOR INSPECTION REQUESTS			X

ATTACHMENT G – GOVmotus™ PERMITTING SOFTWARE

G1.2 GOVmotus//Licensing Module

The GOVmotus Licensing Module can be packaged in Gold or Platinum bundles. The Licensing Module provides data entry, reporting, archival, document storage, tracking, payment processing and other tasks normally associated with the delivery of licensing services.

GOVmotus LICENSING FEATURES	
LICENSE APPLICATIONS	X
LICENSE ISSUANCE	X
APPLICANT TRACKING	X
AUTOMATED NOTIFICATION	X
DOCUMENT MANAGEMENT	X
MANAGEMENT REPORTS	X
ADVANCE SEARCH FEATURES	X
WEB-BASED PORTAL	X
PAYMENT PORTAL	X
ONLINE APPLICATIONS	X
ONLINE VIDEO HELP	X
AUTOMATED FEE CALCULATIONS	X
ROLE BASED USERS	X
INSURANCE / BOND TRACKING	X
AUTOMATED NOTIFICATIONS	X
AUTOMATED RENEWALS	X

G1.4 GOVmotus//Property Maintenance Module

GOVmotus Property Maintenance Module can be packaged in Gold or Platinum bundles. The Property Maintenance Module provides data entry, reporting, archival, document storage, tracking, payment processing and other tasks normally associated with the delivery of property maintenance services.

GOVmotus PROPERTY MAINTENANCE FEATURES	
CASE APPLICATIONS	X
CASE MANAGEMENT	X
CASE ROUTING	X
INSPECTIONS	X
VIOLATION NOTICES	X
VIOLATION TRACKING	X
AUTOMATED NOTIFICATION	X
DOCUMENT MANAGEMENT	X
MANAGEMENT REPORTS	X
ADVANCE SEARCH FEATURES	X
AUTOMATED FEES	X
ROLE BASED USERS	X
INSPECTION CODES INCLUDED	X
PICTURE UPLOAD	X
CASE SUMMARIES	X

ATTACHMENT G – GOVmotus™ PERMITTING SOFTWARE

G1.5 GOVmotus Authorized Users & Roles

GOVmotus provides users’ roles, based upon permissions from the Subscriber that allow the Authorized Users to access only the areas of the system associated with their specific roles. Subscriber must identify the Authorized Users, and their roles within GOVmotus, using the Subscription Order Form as shown in Exhibit B. Subscriber may change and update these Authorized Users and their roles as allowed by the Agreement.

Roles Utilized in GOVmotus bundles are:

GOVmotus AUTHORIZED USER LIMITS	BRONZE	SILVER	GOLD	PLATINUM
Users Included*	1-3	4-10	11-15	TBD
Each Additional User (Groups of 5)	N/A	\$125	\$100	TBD

**additional users can be added as outline in Exhibit B*

GOVmotus USER ROLES							
System Roles	Admin	Building Official	Plan Reviewer	Inspector	Permit Tech	Accounting	License Tech
Permitting	X	X	X	X	X	X	
Licensing	X	X				X	X
Property Maintenance	X	X		X		X	

GOVmotus SYSTEM ACCESS							
Component Access	Admin	Building Official	Plan Reviewer	Inspector	Permit Tech	Accounting	License Tech
APPLICATIONS	X	X	X	X	X	X	X
PROJECT/CASE INFO	X	X	X	X	X	X	
CONTRACTOR INFO	X	X	X	X	X		
OWNER INFO	X	X	X	X	X		X
FEE CALCULATIONS	X	X			X	X	X
PLAN REVIEW	X	X	X				
INSPECTIONS	X	X	X	X			
PERMIT ISSUANCE	X	X			X		
CERTIFICATE ISSUANCE	X	X			X		X
ACCOUNTING	X	X				X	
REPORTING	X	X	X	X	X	X	X
DOCUMENT MGMT	X	X	X	X	X	X	X

G1.6 GOVmotus Database Storage Size

Based upon the package and or module selected, Service Provider will provide allotted storage space in the Service Provider’s hosted environment as shown in the below table.

DATABASE STORAGE LIMITS ¹	BRONZE	SILVER	GOLD	PLATINUM
PERMITS / YEAR	200	1000	3000	TBD
LICENSES / YEAR	N/A	N/A	3000	TBD
CASES / YEAR	N/A	N/A	3000	TBD

¹ Per year limits. Data will be stored for previous 3 years and then made available via archived storage.

ATTACHMENT G – GOVmotus™ PERMITTING SOFTWARE

G1.7 GOVmotus Customization / Integration / Data Migration

Service Provider may customize the GOVmotus system and integrate it with other software systems and applications upon request from the Subscriber in the PLATINUM package. Subscriber agrees to provide in writing a scope of services for the customization. Upon acceptance by the Service Provider, the Customized Scope of Services (Exhibit B as required) shall become a binding part of the Subscription Service Agreement.

G1.8 GOVmotus Training Services

Service Provider offers online help and usage documentation for all GOVmotus products at no cost to the Subscriber. Subscriber may elect to purchase additional training services if needed. The costs to deliver additional training has been identified in Exhibit B. Should the Subscriber elect to purchase additional training, the scope of training and pricing shall be defined and attached to the Subscription Order Form.

G1.9 GOVmotus™ Service Levels

Service Provider shall host and maintain the GOVmotus™ Programs. The Service will maintain an average availability of no less than 99.5%, which translates to less than forty-five (45) hours of downtime per annum, excluding downtime caused by (i) scheduled maintenance windows performed between the hours of 12:00 AM and 6:00 AM Eastern time, (ii) emergency maintenance, (iii) force majeure, and (iv) any other events beyond Service Provider’s reasonable control. Downtime is any time in which a computer on the global Internet is unable to connect to the GOVmotus Program hosted environment, log into the application, access application data or file attachments or execute reporting jobs due to unavailability of the Service.

G1.10 GOVmotus™ Support Levels

During the term of this Agreement, Service Provider shall provide technical support to Subscriber by providing Subscriber with access to Service Provider’s support services staff via a telephone help line or email. Technical support will be limited to a maximum per annum by Bundle, during the hours of 9:00 AM and 6:00 PM Eastern time, Monday through Friday to assist Subscriber with troubleshooting, error correction and use of the Service.

ANNUAL CUSTOMER SUPPORT LIMIT	BRONZE	SILVER	GOLD	PLATINUM
Telephone and email support	4	24	48	TBD

G1.11 GOVmotus Configuration & Delivery Schedule

Service Provider will configure and deliver to the Subscriber the selected modules according to the following Configuration & Delivery Schedule. The schedule is subject to change to accommodate any customization, integration or data migration services that may be added by the Subscriber. Should the Subscriber purchase customization, integration and/or data migration, the schedule of configuration and delivery identified in the scope of those particular services shall supersede these schedules.

EVENT SCHEDULES	BRONZE	SILVER	GOLD	PLATINUM
Configuration	N/A	5 business days	10 business days	TBD
User Configuration Testing	N/A	2 business days	1 week	TBD

G1.12 GOVmotus Subscription Service Fees

Subscription service fees comprise of an initial configuration fee and ongoing per use maintenance fees.

BUNDLED SUBSCRIPTION AND INITIAL CONFIGURATION FEES	BRONZE	SILVER ¹	GOLD ²	PLATINUM
ASSOCIATION MEMBER SUBSCRIPTION FEES *	FREE	\$400/month	\$16,200	TBD
NON-ASSOCIATION MEMBER SUBSCRIPTION FEES	N/A	\$800/month	\$18,000	TBD
EARLY TERMINATION FEES FOR ASSOCIATION AND NON-ASSOCIATION MEMBERS	N/A	\$4,800	\$12,000	TBD

* Exclusive membership benefit per agreements between IBTS and select associations

¹ Monthly fee in a yearly subscription term

² One time configuration fee

ATTACHMENT G – GOVmotus™ PERMITTING SOFTWARE

INDIVIDUAL MODULE CONFIGURATION FEES	EARLY TERMINATION FEES	
	FEE	
GOVmotus Permitting	\$18,000	\$15,000
GOVmotus Licensing ¹	\$6,000	\$4,800
GOVmotus Property Maintenance ¹	TBD	TBD

¹ Requires Gold bundle

G1.13 GOVmotus Maintenance Fees

Ongoing, usage-based maintenance fees are shown in the following table:

MAINTENANCE FEES				
	BRONZE	SILVER	GOLD	PLATINUM
MAINTENANCE FEE / Permit	\$7.50	\$7.50	\$7.50	TBD
MAINTENANCE FEE / License Application	N/A	N/A	\$3.00	TBD
MAINTENANCE FEE / Property Maintenance Case	N/A	TBD	TBD	TBD

Maintenance fees are per permit or license. Volume discounting is available.

ATTACHMENT H – ENERGY AND GREEN BUILDING SERVICES AND FEES

RESERVED FOR FUTURE USE

ATTACHMENT I – PROPERTY MAINTENANCE SERVICES

11.0 PLANNING AND ZONING MANAGEMENT

IBTS will provide Planning and Zoning Management solutions focus on the utilization of contemporary ideas and technology within a small town and rural context. IBTS will coordinate efforts with the jurisdiction's Planning & Zoning Commission to administrate the following:

- Zoning Code Interpretation
- Zoning Review and Enforcement
- Planning and Zoning Commission Support
- Zoning Code Recommendation
- Zoning Code Implementation
- Parcel Map Digitization (if selected)
- Zoning Map Creation and Maintenance (if selected)

12.0 PLANNING AND ZONING INSPECTIONS

IBTS will conduct enforcement of the local zoning ordinances as adopted. The Zoning Administrator will review all the required Development Permits, Development Permit Approvals, Zoning Reviews and full administration of the Zoning Ordinance. IBTS will attend each Development Review Committee meeting to be informed and aware of upcoming projects. Zoning administration will provide the following:

- Site Inspections
- Setbacks
- Accessory Use
- Traffic Corner Visibility
- Public Notification
- Nonconforming Buildings
- Landscape & Screening
- Signs / Billboards

13.0 PLANNING AND ZONING ORDINANCE REVIEW

IBTS will review and recommend revisions as necessary to the current adopted Zoning code. IBTS will assess the current character and desires of the Jurisdiction to revise the code appropriately. IBTS will develop, implement, manage and conduct planning and zoning activities for the Jurisdiction. IBTS will provide information concerning zoning to the general public, builders, developers, Mayor, Jurisdiction Council and Planning and Zoning Commission. In addition, IBTS will develop and recommend policies and procedures for all Planning and Zoning activities.

14.0 GEOGRAPHICAL INFORMATION SERVICES (GIS)

With the adoption of a new Zoning Code, it would be advantageous to create a zoning map. A current zoning map would help the Jurisdiction administer the zoning ordinance. IBTS can assist in this endeavor and recommends the jurisdiction contact a local government agency for creation of this map. A digital parcel map can aid in the following:

- Creation of zoning map
- Basis for future land use analysis
- Regeneration of base tax map to recoup lose tax revenue
- Cost efficient Communication

15.0 PLANNING & ZONING FEES – Operation or Augmentation

**The League Fees are 1.5% of the processing fees only since the AD Fees are direct costs*

ATTACHMENT I – PROPERTY MAINTENANCE SERVICES

PLANNING & ZONING FEES		
PLANNING APPLICATION	PLAN REVIEW AND STAFF REPORT	ADMINISTRATIVE FEE*
Rezoning	\$375 plus \$75/acre over first acre	\$50
Zoning Verification Letter	\$50 or \$100 per hour if research required	N/A
Minor Subdivision/Lot Split/Lot Combination	\$200 plus \$25/lot	\$50
Preliminary Plat or Development Plan (residential or commercial)	\$300 plus \$25/lot	\$50
Site Plat	\$200	\$50
Final Plat (residential)	\$200 plus \$25/lot	\$50
Revised Development Plan (residential or commercial)	\$300 plus \$25/lot	\$50
Preliminary and Final Plat Extension	\$100	\$25
Waiver - Paving, parking, etc	\$100	\$25
Revocation	\$200	\$25
Wireless Tower Site Plan	\$400	\$50
Mobile Home Park	\$500 plus \$25/lot	\$50
Major Street Plan Amendment	\$500	\$50
Planned Unit Development Concept Plan	\$500 plus \$100/acre over 2.5 acres	\$50
Planned Unit Development Final Development Plan	\$300	\$50
In-home Conditional/Special Use Permit	\$200	\$25
Street Name Change	\$200 plus \$3 for each Abutting Property Owner	\$50
Major Street Setback Reduction	\$100	\$25
Conditional/Special Use Permit	\$375 plus \$75/acre after first ac.	\$50
Ordinance Amendment	\$100 per hour	\$50
Demolition and Moving Permit	\$200	\$50
Opinion of Appropriateness	\$50 or \$100 /hour if reasearch required	N/A
Vacation of Right of Way and Easements	\$200	\$50
Temporary Sign Permit	\$50	\$25
Permanent Sign Permit	150	\$25
Placing of Legal Ad	\$100 plus publishing cost	N/A
Other Planning Services	\$100 per hour	N/A
Variance	\$200 plus cost of court reporter	\$50
Interpretation	\$200 plus cost of court reporter	\$50

* Suggested Permit fees for City to Retain

ATTACHMENT J – PROPERTY MAINTENANCE SERVICES

J1.0 – Property Maintenance Inspections

IBTS will provide the inspections for the Jurisdiction to enforce the jurisdiction’s Property Maintenance ordinance. IBTS Property Maintenance Inspectors and Certified Building Officials will conduct the inspections, as authorized by the jurisdiction, and provide the inspection results, along with any required documented evidence and or pictures as necessary to identify the violation clearly and effectively.

As a summary, here is a list of inspections to be provided in this project:

- Unsafe Structures & Equipment
- Emergency Measures
- Demolition
- Rental Properties
- Vacant Structures
- Vacant Overgrown Land
- Nuisance
- Property Inspections
- 10” or higher weeds
- Unimproved lots with weeds higher than 36”
- Rodent Harborage
- Abandoned Vehicle (Forwards to police)
- Swimming Pools
- Exterior Structure
- Interior Structure
- Rubbish & Garbage
- Extermination / Infestations
- Light / Ventilation
- Occupancy Limitations
- Required Facilities
- Toilet Rooms
- Plumbing Systems
- Water Systems
- Sanitary Drainage
- Heating Facilities
- Mechanical Equipment
- Nuisance Inspection
- Electrical Facilities / Equipment
- Duct Systems
- Means of Egress
- Fire Resistance
- Fire Protection

J2.0 – Property Maintenance Documentation

IBTS will coordinate with the jurisdiction officials including but not limited to the jurisdiction Attorney, the jurisdiction Fire Chief and the jurisdiction Chief of Police on the development, approval and implementation of all the necessary forms, documentation and notices required by this effort.

Citation forms will be compiled onto one common form where applicable. IBTS will coordinate with the Jurisdiction upon developing these forms, documents and notices in order to keep the number of required forms to a minimum for printing efficiency.

J3.0 – Jurisdiction Responsibility

The Jurisdiction will incur all costs associated with printing, supplying and distributing of all of the necessary forms, documentation and notices required for enforcement by this effort. IBTS will provide the necessary forms, documents and notices in electronic format suitable for printing.

If needed, the Jurisdiction Police Department Police Chief, in coordination with the Mayor and Jurisdiction Council, will appoint IBTS as an officer charged with one duty only; the issuing Notices of Violation to vehicles for property maintenance violations.

Ordinances will be passed and fee schedules adopted by the Jurisdiction in order to pay for services rendered by IBTS. The Jurisdiction agrees to adopt a line item budget to pay for these services and it will be jurisdiction’s responsibility to recoup any associated costs from the citizens for services. IBTS staff will monitor the budget and ensure that services don’t exceed the approved budgeted amount.

IBTS will provide the necessary field inspections and documentation of violations. The Jurisdiction will be responsible for any necessary court actions, injunctive reliefs and other measures needed to bring about compliance.

ATTACHMENT J – PROPERTY MAINTENANCE SERVICES

J4.0 – Program Manager

The Jurisdiction Program Manager will initiate coordination efforts for structures, vehicles, equipment and property inspections. The Program Manager will authorize IBTS to conduct the inspections after a review of each complaint filed is completed to verify it is not a nuisance complaint. This type of coordination will prevent the jurisdiction from accruing inspection charges for complaints that are not valid. This will enable the Jurisdiction to better handle citizen disputes rather than starting and completing a case management file for a non-valid complaint.

As required, coordination between IBTS and the jurisdiction Police Department will occur once the vehicle in question has been determined to exist. IBTS, once the VIN number is obtained, will obtain the required owner information so that the citation may be completed and the appropriate notice sent to the vehicle owner and if necessary, the property owner. This documentation will be copied to the Jurisdiction as well as the jurisdiction Police Department for enforcement and authorization of towing, as necessary.

J5.0 – Fees

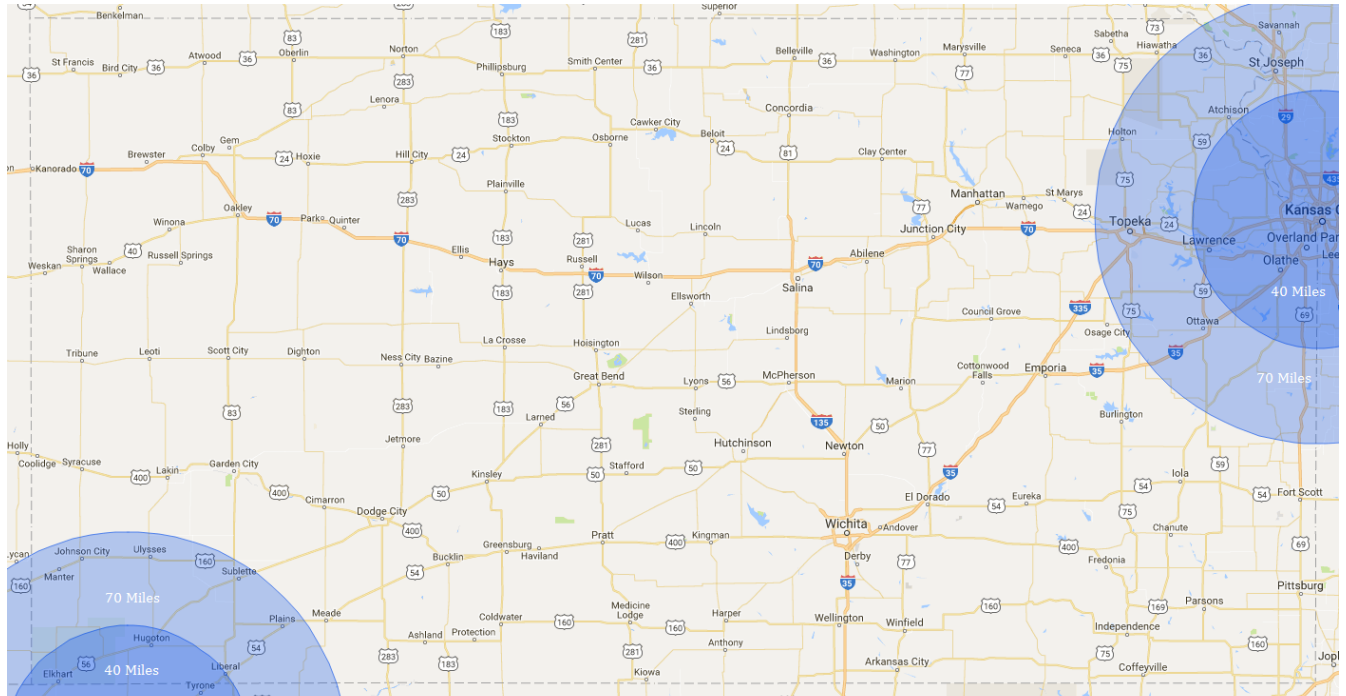
ATTACHMENT J – PROPERTY MAINTENANCE SERVICES

PROPERTY MAINTENANCE FEE SCHEDULE			
ITEM		1st Inspections includes violation letter and re-inspection	Additional Inspections as required
Dangerous or Unsafe Structures and Equipment	Residential	\$ 150	\$ 100
	Non-residential and Multi-Family	\$ 250	\$ 150
	Equipment, Fences, Out-buildings	\$ 50	\$ 40
Structure/Equipment Violation (other than Dangerous/Unsafe Buildings)	Residential	\$ 75	\$ 50
	Non-residential and Multi-Family	\$ 100	\$ 75
	Equipment, Fences, Out-buildings	\$ 50	\$ 40
Stop Work Order, Do Not Occupy Order		\$ 75	\$ 75
Unlawful Structure		\$ 250	\$ 150
Demolition		\$ 200	\$ 100
Rental Inspections	Apartment unit and rental home	\$ 100	\$ 50
	Multiple apartment and duplex units	\$ 85	\$ 40
Interior Property	Garbage, refuse, broken or worthless items, animal feces, etc.	\$ 100	\$ 50
	Infestation	\$ 50	\$ 40
	Unfit for human habitation (Not in Dangerous/Unsafe Buildings Code)	\$ 150	\$ 100
Exterior Property	Garbage, refuse, trash containers in front yard, unstacked firewood, limb piles, broken or worthless items, animal feces, weeds, building supplies, auto parts, etc.	\$ 50	\$ 40
	Porch, stairs, decks, balconies, handrails, guards	\$ 100	\$ 50
	Hard surfaces unsafe to vehicles and pedestrians	\$ 50	\$ 40
	Illegal Camping	\$ 50	\$ 40
	Pool of Water - swimming pool, pond, reservoir, other receptacles	\$ 75	\$ 50
Vehicles, Trailers, Campers, RVs, Motorcycles and Boats	Inoperable and unlicensed	\$ 50	\$ 40
	Improperly parked	\$ 50	\$ 40
	Used as living quarters	\$ 75	\$ 50
Nuisances Not Described Above		\$ 50	\$ 40
Assistance to Police and Prosecutor in preparing citations and court preparation.		\$100 per hour, plus travel costs	
Attendance and testimony at court and administrative Hearings		\$100 per hour, plus travel costs	
Preparation and organizing administrative hearings, i.e. placing legal notices, mailing letters, preparing documents, etc.		\$100 per hour, plus travel costs	
Residential property owner research		\$15 each	
Commercial property owner research		\$25 each	
Postage		Actual Cost	
Information from title company - ownership and encumbrance reports, ownership lists, etc.		Actual Cost	
Work Not Described Above		\$100 per hour, plus travel costs	

APPENDIX 1 – INITIAL DEFINED SERVICE AREA OFFERINGS

The initial service map below encompasses territory that can be served from the two existing IBTS offices. Future service areas will be created as a sufficient number of the League member jurisdictions express interest in and contract for regional shared services.

1) Initial Service Map:



Services and fees provided in one of the above regions can be found in Appendix A thru J.

APPENDIX 2 – REGIONAL FUEL SURCHARGES

IBTS may provide services to towns, cities outside the initial service area or future service areas.

For jurisdictions outside the initial and future service areas IBTS will charge a \$100.00 per permit fuel surcharge to deliver services to jurisdictions.

IBTS will meet with the requesting jurisdiction and discuss the exact services, fees and fuel surcharges as needed to cover the project.

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made as of the ___ day of _____, 2021 (“Effective Date”) between the City of Anthony, Kansas (“City”) and Evans, Bierly, Hutchison & Associates, P.A. (“Engineer”) (the “Agreement”).

City and Engineer, in consideration of their mutual covenants, herein agree in respect of performance of professional engineering services by Engineer and payment for those services by City as set forth below.

1. Authorization of Services. Services on any engineering assignment shall be undertaken only upon written authorization of City. The parties shall use the form of Task Order attached hereto as Exhibit A.

2. Engineering Services. The basic engineering services that may be provided by Engineer include any of the services listed in this Section 2, as identified in the Task Order for a specific engineering assignment (“Engineering Services”).
 - a. Civil, structural, mechanical, electrical engineering services, architectural services, or other consulting services;
 - b. Assist the City’s utility department with problems or improvements related to City infrastructure;
 - c. Provide written correspondence, reports or opinions to local, state or federal agencies as needed;
 - d. Coordinate all work between engineering, inspection and staking with contractors;
 - e. Provide centralized reporting to City for staff and City Council communication;
 - f. Prepare bid specifications, bid notices, bid letting, bid tabulation and contract preparation for City projects;
 - g. Review all plans submitted for new development in the City to ensure compliance with City policies, ordinances or codes;
 - h. Assist in creating maps;
 - i. Complete GIS mapping and updates on City platforms;
 - j. Attend City meetings as necessary. Regular attendance of City meetings will not be required unless otherwise agreed to in writing;
 - k. Document easements and right-of-ways, ensure proper measurements, forms and filing with Harper County, and coordinate with the Harper County Surveyor for completion;
 - l. Inspection assistance with the Code Enforcement Officer;

- m. Inspection services for construction on infrastructure improvements, including preparation of any forms or reports required by local, state or federal agencies relating to said improvements;
 - n. Make recommendations for future projects to meet the needs of the City;
 - o. Assist City with the tracking of costs related to infrastructure projects and approve all pay estimates and invoices;
 - p. Boundary, topographical surveying and construction staking services;
 - q. Plat review, including preliminary and final, drainage plans and reports, and planning documents for conformance with City policies, ordinances or code, state and federal requirements, as well as with generally accepted engineering practices and standards;
 - r. Assist City with development of grants or other funding applications;
 - s. Professional consultation on engineering related issues, including, but not limited to, research, data collection, and evaluation;
 - t. Assist with the development or review of environmental impact statements, floodplains, and environmental impact studies;
 - u. Review and recommend design details related to any new infrastructure construction;
 - v. Evaluate and make recommendations in regard to existing infrastructure;
 - w. Review and make recommendations for improvements to the City's zoning and subdivision code;
 - x. Assist with legal issues requiring a professional engineer stamp or certification, including, but not limited to, document review; and
 - y. Serve as a consultant or witness for City in any litigation, arbitration or other legal or administrative proceeding involving an engineering assignment.
3. Additional Services of Engineer.
- a. If authorized in writing by City and agreed to in writing by Engineer, Engineer shall furnish additional services of the types which are not referenced in Section 2 herein ("Additional Services").
4. Responsibilities of City. City shall, within a reasonable time, so as not to delay the services of Engineer:
- a. Provide full information as to City's requirements for engineering assignments;
 - b. Assist Engineer by placing at Engineer's disposal all available information pertinent to the assignment, including previous reports and any other data relative thereto;

- c. Examine and review any correspondence, reports, plans and specifications, and inform the Engineer regarding the City's decision thereto; and
 - d. Notify Engineer at least two (2) business days prior to any deadlines applicable to the Engineer, and of scheduled meetings or discussions.
5. Compensation. City shall pay Engineer for services rendered as follows. The Parties acknowledge and agree that without further authorization from the City, all services provided by Engineer during the term of this Agreement are subject to a not-to-exceed cap to be determined with each Task Order, which has been approved for the City's current budget year as administrative expenditures.
- a. Hourly Labor Rates:
 - i. See Exhibit B which will be updated each year during the annual renewal.
 - b. Statements. Engineer shall prepare monthly statements for the City, displaying the costs for the services performed hereunder during the preceding month. City shall pay Engineer for said services within thirty (30) days of receipt of the monthly statement. In the event of a disputed or contested statement, only the portion so contested shall be withheld from payment. Notwithstanding the foregoing, the City shall not be responsible for charges from Engineer resulting from unauthorized work.
 - c. Non-Appropriation. Nothing in this Agreement is intended nor shall it be interpreted to violate, or require the City to violate K.S.A. 10-1101 *et seq.* Notwithstanding any provisions of this Agreement to the contrary, the City is only obligated to make payments pursuant to this Agreement from funds budgeted and appropriated for such purposes during the City's current budget year. All obligations under this Agreement are specifically subject to annual appropriation by the governing body of the City.
6. Term. This Agreement commences as of the Effective Date and will continue in effect until December 31, 2025 ("Term"). The City, at its option, may extend this Agreement on an annual basis upon thirty (30) days prior written notice to Engineer. Notwithstanding the foregoing, the Parties may terminate this Agreement for any reason, or for no reason, upon giving at least ten (10) days' prior written notice.
7. Professional Responsibility. Engineer shall exercise reasonable skill, care, and diligence in the performance of services herein and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. If the Engineer fails to meet the foregoing standard, Engineer will perform at its own cost, and without payment from City, the services necessary to correct errors and omissions which are caused by Engineer's failure to comply with the above standard.
8. Indemnification. Engineer, its subcontractor, agents, servants, officers or employees shall indemnify and hold the City harmless, including, but not limited to, the City's elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of Engineer during Engineer's performance of the Agreement or any other agreements of Engineer entered into by reason thereof. Engineer shall indemnify and defend the City, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of Engineer, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees.

- 9. Insurance. Engineer shall procure and maintain insurance for protection from claims under workers' compensation acts, claims of damage because of bodily injury including personal injury, sickness, or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.
- 10. Changes to Scope of Services. City shall have the right to make changes within the general scope of the Engineer's services, upon execution of a mutually acceptable amendment or change order, signed by the Parties.
- 11. Independent Contractor. It is understood and acknowledged that in providing the services herein, Engineer acts in the capacity of an independent contractor and not as an employee or agent of the City. Engineer shall control the conditions, time, details, and means by which Engineer performs the services. Engineer has no authority to commit, act for or on behalf of City, or to bind City to any obligation or liability.
- 12. No Third-Party Benefit. Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the City and Engineer, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Engineer and not for the benefit of any other party.
- 13. Instruments of Service. Engineer hereby acknowledges that all right, title, and interest in and to all engineering services provided by Engineer for the City herein, including but not limited to, reports, plans, specifications, calculations, estimates, documents, and work product shall be the exclusive property of the City.
- 14. Notice. Any notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

<p>City:</p> <p>Attention: Cyndra Kastens, City Administrator City of Anthony, Kansas 124 S Bluff, PO Box 504 Anthony, Kansas 67003</p>	<p>Engineer:</p> <p>Attention: Darin Neufeld Evans, Bierly, Hutchinson & Associates, P.A. 500 E Main St Marion, Kansas 66861</p>
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- 15. Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
- 16. Governing Law. This Agreement is to be governed by the laws of the State of Kansas.
- 17. Covenants. City and Engineer are hereby bound and the partners, successors, executors, administrators, and legal representatives of City and Engineer are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and other obligations of this Agreement.
- 18. Entire Agreement. This Agreement, including Exhibit A, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and

contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

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

ENGINEER

CITY

Evans, Bierly, Hutchison & Associates, P.A.

City of Anthony, Kansas

Vice President

Mayor

Attest:

City Clerk

Exhibit A
Task Order

This Task Order is entered into and authorized by City this __ day of _____, 202__, by and between the City of Anthony, Kansas (“City”) and Evans, Bierly, Hutchison & Associates, P.A. (“Engineer”). The Parties agree that Engineer shall perform the following engineering services in accordance with the terms of the Agreement for Engineering Services dated _____, 202__ (“Agreement”).

1. Scope of Services.

2. Compensation. The basis of compensation for the services performed by Engineer shall be the compensation rates set forth in Section 5 of the Agreement.

3. Other Terms. The terms of this Task Order supersede any contrary terms of the Agreement.

IN WITNESS WHEREOF, the parties have made and executed this TASK ORDER as of the day and year first above written.

ENGINEER

CITY

Evans, Bierly, Hutchison & Associates, P.A.

City of Anthony, Kansas

Vice President

Mayor

Attest:

City Clerk

Exhibit B

Evans, Bierly, Hutchison & Associates, P.A.

Engineering Rate Schedule for 2024

Hourly Rates:

- Principal in Charge \$150.00/hour
- Project Manager \$135.00/hour
- Project Supervisor \$110.00/hour
- Project Supervisor - Pilot \$550.00/hour
- Design Engineer \$95.00/hour
- Technician I \$75.00/hour
- Technician II \$85.00/hour
- Technician III \$95.00/hour
- Surveyor I \$60.00/hour
- Surveyor II \$85.00/hour
- Surveyor III \$95.00/hour
- Surveyor – 1 man crew \$165.00/hour
- Surveyor – 2 man crew \$175.00/hour
- Secretary \$60.00/hour

Expenses:

- Mileage Gov. Rate + \$0.02/mile
- Lodging at our cost
- Direct Expenses at our cost
- Meals \$40.00 per diem
 - \$ 10.00-Breakfast
 - \$ 14.00-Lunch
 - \$ 16.00-Dinner

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
10/15/24

PUBLIC COMMENT –

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

CONSENT AGENDA

1. Approve October 1, 2024 Regular Meeting Minutes
2. Special Appropriations
3. Appropriation Ordinance No. 3200 \$ _____

Jamie is sick today; therefore, the AP information will not be completed until Tuesday mid-morning. I will attach it to the electronic packet agendas in the morning in Municode and for those who get paper packets we will have paper copies on your desks at the meeting.

4. Approve 10.08.2024 Payroll \$61,469.82
5. Approval to Bid Office Copier

We have been limping the copier along in the city office this year trying to not replace it until 2025 even though I budgeted it in 2024 because of all the other unexpected general fund expenses that came up this year. However, it is continually breaking down now and it has become too disruptive to not have a functional machine so if you consent, we will go ahead and at least get the bids out to see what we are dealing with financially and then make decisions about the purchase. If you want to pull this off to discuss further, please do. Otherwise, this is just to get permission to bid and see what we are looking at for pricing.

PUBLIC HEARINGS – NONE

REGULAR BUSINESS

6. Request to Waive Hall Rental Fees for Market Fair November 30th - Chamber of Commerce
7. Approve Submission of Community IRA Forest Grant \$100,000 - Anthony Tree Board

Bill Moyer will be here to present the grant he would like to write on behalf of the Tree Board. Since the Tree Board is an entity of the city, the Commission would have to make a motion to apply just like our regular grants. I believe this is a no match grant, but Bill will need to give you the details for sure.

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
10/15/24

He is applying to plant new trees in Anthony including the new housing at Sunrise and the new Walking Trail, and to aid in recovering city costs for our annual tree removals of dead or dangerous trees.

8. Award Bids and Approve Funds for CDBG Housing Grant Bid Tour #1

I will have the bid tabulation to present to the Commission for the bid opening of the CDBG 1st Tour (which is the bidding for the repair work of the first four houses). The Commission will need to select bids to award and approve funds.

9. Approve Transient Guest Tax Committee Recommendation of \$2,500 for Cash Back Christmas Promotion

The TGT balance is \$3,232.

10. US Bureau of Rec Water Energy Efficiency Grant and Build Kansas Funds - Meter Replacement

This is a potential joint project with the City of Harper to fund the meter replacement project under this unified effort. I will explain more at the meeting. Here is a link for those who would like to review prior - <https://www.usbr.gov/watersmart/weeg/>

11. Community Solar Farm Discussion

We do have some initial rough numbers to review on a community solar. I want to update one area of the spreadsheet so it is not in the packet this evening, but I will have it at the meeting to review tomorrow.

12. Approval of IBTS Service Agreement

This is the agreement for the inspector services for Sunrise 2nd and to perform our dangerous structure evaluations. There are other services that we can utilize as well, including regular inspection services but since we have not had those meetings yet, this might be a good way to see how well this company performs before we bind our local contractors to have to utilize their services. For now, this meets two needs we have today.

13. Municipal Hall Rental Deposits

Mayor Cleveland asked if this could be placed on the agenda to discuss further post my last admin report. This is just to evaluate whether we want to consider still requiring deposits even when the city is waiving fees.

14. Kayak Rental Services at Anthony Lake

I will have an update after the meeting with the Lake Board.

15. Lake Economic Development Public Materials

I will officially be seeking your input for the literature to go in the paper for the election.

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
10/15/24

16. City of Anthony Engineer Agreement

I will explain this more at the meeting. Basically, I will be asking the Commission to consider contracting with EBH to be the city's engineer. This will not change the relationship we currently operate under; EBH does this type of work for us already, but not formally. Therefore, we are required to bid out every project separately since we have no written agreement with them. Preparing RFQ's and RFP's and going through the formal process is extremely time consuming. Any time the city desires to use outside engineering, or we want to do any of the work listed on this contract in-house, we still can. This just enables us to use their services as needed without going through the full RFQ process each time we want to utilize their services. Something to discuss. If you are interested in pursuing this, I would need to add the City's terms and conditions to this contract. I just didn't want to spend the time on it until I had direction from the Commission to pursue this task.

Admin Report:

1. Kayak Building Update – The Commission is considering two funds to pay for the Kayak Building (if we fund it internally rather than applying for grants). The following is a current balance of both of those funds:
Capital Lake Board - \$72,013
Capital Lake Maintenance and Improvement - \$38,731

The Capital Lake Maintenance Fund originally helped fund \$50,000 of the west side sewer project for the residential properties. These funds are paid back by the sewer department at \$5,000 per year. The problem is that when the supplies were ordered for the west side sewer, only half were ordered pre-COVID and we will still need to purchase the remaining materials (which are more costly today). We will likely need another \$45,000 to finish the project. There is \$15,000 left of the original \$50K, so we would need another \$30,000 possibly.

Capital Lake Board revenue comes from a percentage of the camping, boating, shelter house, and scout cabin rentals. Capital Lake Maintenance does not have any revenues any longer unless a lake property is sold.

2. CARE Grant –
The following is a screen shot of the grants awarded to date on the CARE grant:

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
10/15/24

Address:	Amount:
215 S Franklin	\$572.40
223 S Franklin	\$581.76
407 E Main	\$1,445.00
528 S Bluff	\$2,000.00
302 N Jennings	\$750.00
302 N Jennings	\$750.00
113 N Lincoln	\$319.24
723 N Jennings	\$1,500.00
622 N Frnaklin	\$1,500.00
724 N Jennings	\$1,500.00
316 S Madison	\$1,500.00
715 N Anthony	\$1,500.00
415 N Springfield	\$1,500.00
830 N Lincoln	\$1,000.00
430 S Lincoln	\$868.18
528 S Bluff	-\$1,006.94
	\$16,279.64

There is a balance to award of \$720.36. The Housing Committee has been approving and reviewing the properties. We hope to award the final application and wrap up the grant in the next 30 days.

3. CDBG Grant – The following is a status by property of the CDBG applications.

Potential Round #2

- 408 E Main – Approved & ready for inspections
- 120 S Springfield – The tenant is still missing one qualifier that they are working on.

Denial:

- 402 S Springfield
- 317 S Lincoln

Bid Tour #1: Current Clients:

- 311 S Lincoln, 436 S Springfield, 216 S Springfield, 208 S Springfield

These properties have gone out to bid and the bid opening will be held at 1:00 p.m. prior to the Commission meeting. A bid tab will be presented at the Commission meeting to select the bidder(s) for the projects.

Demo: Can be completed after first 3 homes are rehabbed, must undergo the bidding process

- 402 S Springfield

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
10/15/24

The Housing Committee has been tasked with trying to find additional applications to apply for more funding. Let them know if you know of anyone in the target area we should reach out to. We will keep you posted on additional application progress.

4. LMI Designation Update – This is an old one, but it has taken almost one year for CDBG to finally incorporate the updated census data to determine if the new data would change City of Anthony’s LMI (low to moderate income) status would change. It is official. It did not change. We are still NOT LMI. This means if we want to change that to be able to apply for CDBG funding (on the grants that require the 51% of the community to be LMI and not just a target area like our Housing Grant) then we would need to do a town wide survey again. One funding opportunity that we had our eye on was the ability to get financial assistance to replace Anthony Avenue. There are many other programs and grants that they offer, I am not reviewing or presenting them here. I am only letting you know that we are officially still not LMI and not able to apply unless we want to do a survey.
5. Lake Eco Development – I will have this on the agenda to seek your input on the materials to go in the paper for the next two weeks to provide data to voters for the election. If I can stay awake long enough tonight, I will try to have some draft materials for you to look at during the meeting.
6. Wrecked Deweze Slope Mower – The Insurance Rep and Harper Industries Reps were on site October 8th to do an inspection of the mower. This is not a City of Anthony meeting as this meeting was called by Traveler’s Insurance, through EMC. After the meeting I received a letter from Traveler’s indicating that Harper Industries is requested destructive and operative testing to be completed on the mower. The letter further indicated that the City of Anthony was to continue to preserve the mower in a safe location untouched until all parties have reached their conclusive investigations. We are still on hold. FYI.
7. Airport – We have received the “GO Letter” from the FAA for the replacement of the last piece of asphalt taxiway at the airport. When we sent out our last RFQ for engineering we included taxiway replacement so we could avoid going through the entire RFQ process multiple times. Therefore, we will not have to do that to get this project started. EBH will send a contract for review and since it will not be over \$100K we will not have to get an independent fee analysis. I will present the contract once received so we can officially get this on the books.
8. 16” Water Main – The new valve is installed, and all went very well as I reported via text. This was not cheap, and the City of Anthony did bear this cost but it is definitely a better feeling to think we would now no longer be responsible for extended outages to the school and hospital (well about 98% sure anyway).
9. Sunrise 2nd – We will be filing the Restrictive Covenants and other docs once Brandon has finalized our amendments from the last meeting.

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
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10. Street Rehabilitation Update – Bryan is still doing research on the Slurry Process to make sure we are feeling as confident as possible to try a new method. He has also been weighing out the cost of a traditional rehab at the two blocks east of the COOP going to asphalt instead of the unaffordable concrete. He would like a few more weeks for further research before we bring this back to the Commission.
11. Golf Course Bathroom – I had to reschedule due to the video shoot. It is now scheduled for next week, the 21st.
12. Solar Billing – New meters still not working properly. This is a continuing nightmare. Cross your fingers we can get things resolved sooner than later. Still working on it.
13. Staffing – After this meeting I will review the applications that have cleared the vetting process and start additional interviews. We still have custodian, admin assistant of utilities, and mechanic/service positions open.
14. Annual Water Summit – I attended the Kansas Water Summit this month. I had hoped to shake the hands of some of the decision makers with the KWO Grant funds that we are hoping to secure for the 16” water main issue. I found that getting funding may prove more difficult than anticipated. We knew it was highly competitive and I am certainly not saying we will not get approval, we certainly could. However, when you see the drought devastation and aquifer depletion that many Kansans are facing in dryer areas, you can see why the following has been identified as the Water Plan Vision for the next decade:

- A. Conserve Aquifers
- B. Restore Reservoirs
- C. Improve Water Quality

The first two deal with correcting depleting water resources because if communities cannot get water, they are permanently devastated. So, that is a critical issue. It took decades of drought and overuse (I use that loosely speaking of irrigation but with a strong statement that it is not that simple to explain, and it is not blame) to get those communities in these critical conditions and it will take decades of changes use to get them out, but it is a primary focus for obvious reasons. Aquifer viability (especially in western and southeastern Kansas could be at minimum thickness within 25 years. Some sooner. It is critical. The focus on water quality is why you can see these lead issues and now the PFAS issues coming into priority focus.

Some folks are looking long-term at trying to secure additional water rights now. Anthony has not exhibited any critical water reserve issue thus far. This is why we hired the hydrogeologist last year to review our data and provide a second opinion to make sure Anthony is not needing to take any additional measures. If you recall, I also tasked him to help determine if we have enough water to supply the golf course without threat to our public water system being able to sustain community drinking water needs sufficiently. This gentleman, Ned Marks, had not presented his final findings so Sherri and I reached

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back out to him in the last few months. I let him know we would need his findings prior to the end of this year as a deadline so I hope to be seeing this data soon.

One of the last items of focus I wanted to mention was the support for regionalization. This was strongly supported at the state level and has my interest since the City of Anthony and City of Harper Administrator's have been discussing connecting our water plants for the last two years (ever since we had to finalize our KDHE required emergency operations plans). These plans require you to have a contract with another public water supply system that can help sustain your community in the event of an emergency if your water plant cannot produce potable water whether through malfunction, natural disaster, or simply cannot meet quality standards on our own, etc. The issue is, you also have to deal with trucking the water and pumping it into a viable source in your system (which is not super functional) or supplying it via trucks direct to consumers. It's a lot more than I can report here, just note that the ability to connect our plants (if funded through grant dollars) could be a beneficial long-term emergency and remove some of the barriers of transport if we were physically connected. Just a thought I wanted to get on the table as there could be funding mechanism strongly focused on doing this which is the only thing that makes sense to pursue it. More to come, and of course, I will not spend much time or pursue it without coming in and getting commission direction. Just letting you know how it is being viewed from the water funding in the state.

The overall message I took away from the conference is for long-term sustainability of this vital resource for a community, proactive planning rather than reactive is imperative for communities, especially small communities of limited resources.

Side thought: There are businesses in Kansas that need water for their operations, and they are located in areas of critical water availability. We would not want to take from another community but if it means the only chance for survival of a Kansas business, then perhaps we need to include the availability of our water resource and the assurance of our electric resources in Economic Development marketing to established businesses in the state that may need to consider relocation? Just a thought.

15. LKM Annual Conference – I attended the LKM conference October 10-12. Here is a recap of some of the points of interest:
 - i. Cybersecurity – A company called Elisity presented their software product that has the ability to place a form of super granular segmentation into your computer systems that will basically isolate any intrusions and require them to have permission before they can pass through to other areas of your network. This company believes this is a vital piece of armor needed in the fight against cybersecurity attacks. Small rural city utilities are among those top targeted entities in Kansas (along with hospitals and schools). I will put our IT rep in contact with this company to glean more on the tech side to determine its value to our system. If it appears valuable and warranted for protection, I will bring more information to

To: City Commissioners
From: Cyndra Kastens

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the Commission to decide if we want to proceed with bidding out a product for the City of Anthony or not. This will take more research first.

- ii. Rural Housing – I sat in on the housing presentation, and it was very nice to know most of what was recommended are steps we already have underway. It did reinforce the need to complete the following tasks which have gone on the back burner:
 - a. Complete our marketing material. I got a quote from a company about four months ago for this but have not had time to keep it moving. We will need to market and advertise these lots to continue to spread the awareness and opportunity for Sunrise 2nd Development.
 - b. Housing Specialist. When the Housing Study was complete, the need for a housing specialist was realized. We had thought we were going to get additional funding through Rural Champions to pay for a part-time person for one year but that did not solidify. The need is still there. If you remember, there are still so MANY programs out there that our local residents could be using if we had someone to sit down with folks and help them apply. The programs are still there, and the need is still there. We just don't have the housing staff.
 - c. Landbank. When Sunrise gets rolling, we need to refocus on creating the landbank. This was still a widely used solution for existing homes (whether vacancy or needing rehab) and the fight for housing is not going to be solved with just Sunrise or the CDBG grant. We have years to go on this issue.

One additional program that was presented that is possibly being proposed to legislation is the idea of a State Revolving Loan Fund for housing. Much like the SRLF for wastewater, this would be to repay builders 10% of their cost for building homes. They are proposing this state fund to be reimbursed with the new increment on the property taxes paid on the house the builder built. As we know, this delays the tax gain to the city but does secure one. We have supported this concept so that is not what I have an issue with, I have an issue with prioritizing the many rebates already in play. In our case, this would be the 3rd rebate (or first depending on what the state does or does not do with this) and would put the local taxing jurisdictions 4th in line for the tax gain. I believe the same thing can be accomplished with an RHID (when the city is the developer) and just reroute any taxes gained back into a housing fund that reimburses builders. I don't know. It's premature to say if this will gain ground or not. Though I don't want the administration work, I would prefer to deal with our rebates locally under our control than to pay them to the state, but we will see where this goes.

- iii. Quality Places Division of the Department of Commerce – This session just updated the city on grant opportunities. The following are the ones that could have relevancy depending on projects the Commission wants to pursue:
 - a. HEAL – 100K grant (1/1 match) to rehab downtown buildings for new business or organizations.
 - b. IDA – Individual Development Accounts. For this grant we would align with a non-profit in town that would foster the program. This

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program is intended to aid the overall wellness of the community by incentivizing citizens that do not normally have financial securities (like a savings account) to start one by providing matching funds to help it grow. It seems unrelated but really does go back to what kind of community do we want to be, do we only fix streets and sewers, or do we foster business, community, and citizen development. Much like PRIDE or CORE. Perhaps one of those or some non-profit would be interested in this program. If you think of some, please spread the word.

- c. Community Facilities Grant – OK, THIS ONE WE NEED TO PAY ATTENTION TO. This would help pay for an architect and possibly the work to construct a new (or rehab) community facility. This can include senior centers, trails & sidewalks, pool bathhouses, community centers, etc. There is a 25% match, but we know we have to do work on the Hall (plumbing and electrical upgrades, maybe even the gym floor if there is funding?) and we are targeting rehabbing the pool bathrooms. This grant may be one to help pay some of these costs. Especially the HALL since it is a community center and somewhat senior center. I have no idea if I will have time to look into this, but we are going to have to pay for these things either way. Might not hurt.

There were many other grants presented. MANY. This truly is the time like not time before to get grant funding. The five-year window is over half gone. We will not have this kind of money again and it will be left to the city to fund any projects, or just not be able to do them. Get these funds while we can folks. Our citizens are benefiting.

To summarize the potential grants for the sidewalk on LL&G: RAISE, SSR4A, Cost Share, CDBG Community Facilities. I have not reviewed them all in their entirety to determine the best fit or what we do not qualify for. Will get there, at some point. ?

16. Lead Service Inventory – We will be submitting our inventory this week to the state. It is incomplete but they are still required to be sent it. I will continue to have discussions with the water department on plans to finalize the private line evaluations from the meter to the house. This looks more like spending a few days per month over the next year potholing. Possibly.
17. Eco Devo/ID Board – I met with the Eco Devo Board on October 8th. Higher Grounds was present to discuss possibilities of aid from the board, such as a small business loan. The board approved to pay for the pizza the city sponsored for the Country Music Video shoot in support of economic development for our community and they discussed the upcoming land sale election and what role eco devo could provide to help get facts out to voters. A copy of their minutes is in the packet.

Anthony Economic/Industrial Development Board
10/8/2024, 12:00 PM
Anthony City Commission Chambers
124 S Bluff, Anthony, KS
Minutes

Call to order

Curt at 12:00

Attendance

Members: Curt Miller, Brad Davis, Jerry Turner, Lauri Patterson, Drew Berry
Others: Cyndra Kastens - City Administrator, Kari O'Riley -HP Co Community
Development Director, Carl Schmidt - Mainstreet Ministries, Twila Strong - Mainstreet
Ministries

Parker McCollom video

Discussion about what took place and how it went. Motion to pay bill for pizza from
Kristy's Kafe of \$174.31 by Lauri, second by Jerry, passed unanimously.

Higher Grounds Leather Bounds

Discussion on how to stay in business going forward. No action taken.

Salt Plains Outfitters

Discussion on our role for the November ballot. No action taken.

Vacancies on Board

Discussion on recruiting members. No action taken.

Adjournment - 1:30

DEPARTMENT REPORTS
October 15, 2024

STREET

Regular Grading Lake & Town
Regular Mowing
Sweeper picked up some spill over rock from chip seal off of Garfield and Main streets
Mowed all of Sunrise edition
Picked up erosion control from Sunrise
Helped line crew at Sunrise edition
Placed posts at lake entrance for new sign
Put out barricades & helped with traffic control for music video
Began checking and cleaning Municipal Hall

WATER/WASTEWATER

Rounds
Sewer cleaning
Locates
Replaced chlorine corp. stop at the plant
Replaced elbow on vac-truck.
Finished cleaning the entire city sewer system
Assist with the 16" valve install
Clean the shop.

ELECTRIC DISTRIBUTION

Installing 3 phase underground primary at Sunrise 2.
Finished AWOS wire connections at the Airport.
Removed Christmas lighting on H&R Block for replacement of roof.
Locates
Just Read Orders
Turn On/Off Orders

ELECTRIC PRODUCTION

We had a guy come from Chubb Insurance to do inferred testing on the substation at the plant, the regulator station in town and our big substation out south and east, we did not find anything alarming that day but we have not seen final report yet.
Had some trouble with truck #11, we repaired a water leaking on back of engine and replaced some U joints.
Working on replacing the engine room lights that are out because of bad ballast and converting them to LED light fixtures, this will be an on-going project because ballast and old fluorescent lights are being replaced.

We went out and ate lunch as a group and invited DB from the lake as Hunter's last day was 10-8-24. We wish Hunter well as he pursues his dream of becoming an electrician. Working on various projects in and around the power plant.

DB worked on getting the water weeds and small trees cut down behind the spillway at the lake.

The boys went out and helped repair some wood on picnic tables and merry go round.

The repair man for AT&T got the phone boxes near the spillway fixed and standing back upright, He also installed marker post so maybe they won't get hit again.

With the cooler mornings we are having a real problem with mice moving in to the houses and the power plant, we are actively trapping them.

LB has had several meetings with CK and KMEA staff regarding solar energy and working towards an affordable solution.

To: Anthony City Commission

Re: Chief of Police report

From: Kenny Hodson

Date: 10-15-2024

We investigated a theft using a financial card

We investigated a theft in the 400 block of N. Kansas

We investigated a possible child abuse case and had the child interviewed at our CAC

We investigated two accidents, one with minor injuries

We arrested Jerid Wilson on a warrant

Our new officer Tonia Brown started working Monday

We provided security for country music singer Parker McCullum while he was in town shooting a video for his new song. The video should be out in two to three weeks

We interviewed an applicant for our open position and hired *Iansun Hyrst from Texas. He has been in law enforcement before but has been out long enough he will need to attend the academy*