



City Commission Special Meeting

Wednesday, July 24, 2024 at 5:00 PM
Commission Chambers, 124 S Bluff, Anthony, KS 67003

MINUTES

CALL TO ORDER

PRESENT

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

Administrator Cyndra Kastens, Deputy City Clerk Sherri Miller, Police Chief Kenny Hodson, Deputy Police Chief Nathan Houston.

ROLL CALL

ITEMS OF BUSINESS

1. Police Department Radio Mandate

A motion was made to approve the Police Department purchase of handheld radios for \$41,996.50 to be paid from General Capital Fund.

Motion made by Commissioner Eaton, Seconded by Commissioner Smith.

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

2. Approve Resolution No 1144 - Attachment of License Plate Reader Camera to City Poles Agreement

RESOLUTION NO. 1144

ATTACHMENT OF A LICENSE PLATE READER CAMERA
TO CITY POLE AGREEMENT between THE CITY OF ANTHONY, KANSAS and
HARPER COUNTY SHERIFF OFFICE

THIS AGREEMENT is made and entered into this 24th day of July, 2024, by and between the City of Anthony (hereinafter referred to as "CITY"), and Harper County (hereinafter referred to as "LICENSEE").

WITNESSETH:

WHEREAS, CITY owns electrical distribution poles in and in the vicinity of Anthony, Kansas (the "CITY Facilities");

WHEREAS, LICENSEE desires access to the CITY Facilities to attach, install, operate and/or maintain a license plate reader camera (the "LICENSEE's Facilities"); and

WHEREAS, subject to the terms and conditions set forth herein, CITY desires to permit the attachment and operation of LICENSEE's Facilities on the CITY Facilities.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Scope of Permission. CITY hereby grants permission to LICENSEE to attach and operate LICENSEE's Facilities on the CITY Facilities.

2. Utility Obligations of CITY; Reservation of Space.

(a) Utility Obligations. CITY has been granted the rights to construct, operate and maintain the CITY Facilities under its electricity utility franchises. LICENSEE agrees that this Agreement and the rights granted herein are subject to the needs and requirements of CITY in operating its electric utility business including, without limitation, the installation, operation, repair and replacement of any and all of the CITY Facilities in a manner that will enable CITY to fulfill its electric utility obligations. Nothing in this Agreement shall in any way restrict, modify or alter CITY's absolute right to use, in its sole discretion, the CITY Facilities in the conduct of its electric utility business.

(b) Reservation of Space. In furtherance of CITY's obligations set forth in paragraph 2(a), CITY may reserve space and loading capacity on the CITY Facilities for future use as set out in CITY's bona fide development plan contained in CITY's Electric Distribution Construction Standards, which may be amended from time to time by CITY.

3. Attachment of LICENSEE's Facilities

(a) Right to Attach. LICENSEE's right to attach to the CITY Facilities shall be nonexclusive and nondiscriminatory. CITY reserves the right to grant to competitors of LICENSEE and other persons permission to use the CITY Facilities. Applications for attachments will be reviewed and approved on a first come, fast served, basis and subject to adequate surplus space being available for LICENSEE's Facilities. No attachment shall be made which would violate any term or condition of CITY's existing easements, rights-of-way or licenses pursuant to which the pole has been erected and maintained.

(b) Compliance with Laws, Rules and Regulations. LICENSEE shall at all times install, maintain and remove LICENSEE's Facilities in accordance with the requirements and specifications of all applicable federal, state and local laws, including rules and regulations adopted pursuant thereto, including, but not

limited to, the National Electrical Safety Code, CITY's Electric Distribution Construction Standards, and the Occupational Safety and Health Act, as each may be amended and updated from time to time, as well as such other reasonably necessary rules as may be set from time to time by CITY. CITY shall in no way be responsible for the installation, construction, operation or performance of LICENSEE's Facilities.

(c) Application to Attach. Prior to installing any of LICENSEE's Facilities on the CITY Facilities, LICENSEE shall apply for and receive approval from CITY using the application form supplied by CITY, a sample of which is attached hereto as Exhibit A, as same may be amended and updated by CITY from time to time. LICENSEE shall fill out said application forms properly and include copies of maps indicating the poles to which LICENSEE intends to attach and LICENSEE's Facilities to be attached thereto. No attachments shall be made unless and until CITY issues a permit therefor. Upon receipt of an approved permit, but no sooner, LICENSEE shall have the right to install, maintain, and use the equipment described in said application upon the poles identified therein, provided that LICENSEE shall complete installation within sixty (60) days where no make ready work is required on the part of CITY and within ninety (90) days where such make ready work is required for the installation of LICENSEE's Facilities.

Every application for attachment shall include a non-refundable application processing fee of ten dollars (\$10.00) for each pole to which LICENSEE desires to make attachments. Such application processing fee must be submitted with LICENSEE's application.

(d) Make Ready and Accommodations. If any of CITY's poles are inadequate to support the additional facilities in accordance with the greater of: (i) specifications of CITY's Electric Distribution Construction Standards or (ii) the National Electrical Safety Code, or as described herein, CITY shall indicate on said application the changes necessary to accommodate LICENSEE, together with the estimated cost of doing such work and shall return the application to LICENSEE. If LICENSEE still desires to make the attachments, it shall return the application to CITY indicating thereon its approval and shall make a payment to CITY of a deposit in said amount to cover such estimated costs. Thereupon, if necessary, CITY shall replace such CITY Facilities with suitable poles or perform such other necessary work due to the presence of LICENSEE's Facilities. After completion of such work, said payment by LICENSEE shall be adjusted in the following manner: (x) in the event the actual cost of doing such make ready work exceeds the estimated cost by an amount greater than five percent (5%), then LICENSEE shall make a further payment to CITY to cover the excess amount, or (y) in the event the actual cost of doing such make ready work is lower than the estimated cost by an amount greater than five percent (5%), then CITY shall refund to LICENSEE an amount equal to the difference between the actual cost and the estimated cost.

Furthermore, LICENSEE agrees to pay CITY for the portion of the cost and expense attributable to: (i) the increased cost of any larger poles, (ii) the cost of removal of

any poles less any salvage value, (iii) the expense of transferring CITY 's utility attachment from the old poles to the new poles, and (iv) other costs specified herein. In the event that the installation of LICENSEE's Facilities would interfere with attachments already in place belonging to others, the location and method of attachment of LICENSEE's facilities shall be determined by CITY. Where LICENSEE's attachments are made to existing poles by rearranging the facilities thereon,

LICENSEE shall compensate CITY and any other owners of facilities on such poles for the full expense incurred in rearranging such facilities. LICENSEE shall also pay CITY for any expenses incurred in strengthening such poles by guys, anchors or other means, in order to permit the attachment of LICENSEE's equipment. LICENSEE shall not use CITY's anchors or guys without CITY's prior written approval. It is understood that the charges for rearranging CITY's facilities to allow such attachments include all costs for such arrangement which include, but are not limited to, all engineering and supervision labor, materials and administrative costs.

e) Inspections by CITY. CITY shall have the right, but not an obligation, to inspect any of LICENSEE's Facilities on the CITY Facilities prior to and during installation, and to conduct random field inspections of LICENSEE's Facilities after installation. If CITY discovers that LICENSEE's Facilities are not installed according to the terms and conditions set out in this Agreement, CITY has the right to stop the work and require immediate action by LICENSEE to correct the installation. LICENSEE shall pay the entire cost of any inspection done by CITY, which discloses that more than two percent (2%) of LICENSEE's total attachments have been attached without permit. CITY will bear the costs of a random field inspection in the event that less than two percent (2%) of the LICENSEE's total attachments have been attached without permit. For all attachments to the CITY Facilities which are found by CITY or LICENSEE for which there does not exist an approved permit, LICENSEE shall pay CITY a per pole penalty equal to the applicable Annual Rate, as set forth in paragraphs 4(a) and 4(b), multiplied by a factor of ten (10) years. Further, LICENSEE immediately shall submit an application for the attachment and submit payment for pole rental, at the appropriate rate, from the original date of the attachment.

(f) Overlashing. Overlashing of LICENSEE's Facilities with additional facilities (whether Licensee's or a third party's) ("Overlashing") shall be treated as a new attachment under the terms of this Agreement. Prior to Overlashing, LICENSEE shall comply with the application procedures set forth in this paragraph 3. Notwithstanding the foregoing, there will be no additional application fee or annual attachment fee for Overlashing; however, make ready costs may be payable by LICENSEE if applicable.

(g) Maintenance of LICENSEE's Facilities. LICENSEE's Facilities shall be maintained by LICENSEE at LICENSEE's expense in a manner satisfactory to CITY. Upon receipt of notice from CITY that said attachments interfere with CITY's property or any relocation, removal or rearrangement thereof, or endanger the public or CITY's

employees, LICENSEE shall, at its own expense, alter, rearrange, reroute, improve or repair said attachments in such manner as CITY may direct.

4. Fees

(a) Annual Attachment Fees. The term "Annual Rate" shall mean the annual charge in effect for LICENSEE's Facilities attached to the CITY Facilities. The Annual Rate in effect for attachment of LICENSEE's Facilities is \$7.50 per camera utilized by LICENSEE per pole, regardless of what type of LICENSEE's Facilities are attached to the City's Facilities.

(c) Late Payments. Payment of all invoices shall be made within ten (10) days from the date of rendition of the invoices. If any payment is still outstanding for a period of thirty (30) days from the date of rendition, interest at the rate of twelve percent (12%) per annum on the total aggregate overdue balance at the end of each calendar month or partial calendar month will be added to such overdue balances, CITY reserves the right to proceed against the Surety Bond required in Paragraph 12 whenever the payments due from LICENSEE are delinquent more than sixty (60) days. Furthermore, if CITY believes it is necessary to place advertisements notifying the persons served by LICENSEE of the reasons for removing LICENSEE's Facilities, including, but not limited to, nonpayment, any expenses incurred by CITY in so doing shall be reimbursed by LICENSEE.

5. Billing. On the approval date of said application and permit, CITY will render an invoice to LICENSEE for rental covering the remainder of the calendar year in which said period is granted. Beginning on January 1 of the next subsequent year and on January 1 of each year thereafter, CITY will render an invoice to LICENSEE for advance annual rental for all attachments then in place. CITY may, at its option, render invoices semiannually.
6. Confidential Information. Confidential Information may not be disclosed by either party to any person other than its trustees, directors, officers, council members, employees, and attorneys of such party or agents of such party who have a need-to-know and agree to similar confidentiality obligations. These confidentiality obligations shall not apply to the extent Confidential Information (i) becomes publicly available other than through the receiving party; (ii) is required to be disclosed pursuant to a governmental or judicial rule, order, or regulation; or (iii) the disclosing party specifically states in writing that the information is not deemed confidential.
7. LICENSEE's Records. All LICENSEE's records pertaining to attachments to the CITY Facilities, including but not limited to, maps, plats, design drawings, permits and intra-CITY correspondence, shall be open to CITY's inspection for the purpose of verification under this Agreement. Access shall be granted to CITY personnel, or its outside auditors or contract personnel, during normal working hours on fourteen (14) calendar days' notice by CITY. All information disclosed under this paragraph 6 shall be deemed confidential and proprietary information. At no time shall LICENSEE's records be allowed to leave the premises of LICENSEE.
8. LICENSEE's Licenses, Easements, etc. CITY assumes no responsibility for securing franchises, rights-of-way permits or easements for the making and maintaining of LICENSEE's Facilities over, across, or along streets, alleys, roads, or privately or publicly owned property, or permission to make such attachments to the poles of others. LICENSEE assumes the duty and

responsibility of securing the same. The permission herein granted is likewise subject to all laws, ordinances and regulations now in force or which may hereafter be enacted or promulgated by any governmental body or agency having jurisdiction.

In the event any franchise, license, permit, consent, or easement held by LICENSEE is revoked, or is hereafter denied to LICENSEE for any reason, in whole or in part, LICENSEE's rights hereunder shall immediately terminate to such extent, and LICENSEE shall within a reasonable time remove such equipment from CITY's poles as may be required to comply with revocation or denial of authority. CITY at its option may terminate this Agreement if LICENSEE's authority is revoked in its entirety. However, LICENSEE's rights hereunder shall not terminate and LICENSEE shall not be required to remove its attachments to the extent that and while LICENSEE is diligently pursuing good faith efforts to contest such denial or revocation in appropriate judicial and/or administrative proceedings, provided that LICENSEE further agrees to protect, indemnify, and hold harmless CITY from any and all claims, demands, or causes of action, suits, or other proceedings of every kind and character resulting from the presence of LICENSEE's attachments on the poles of CITY, backed by letters of credit, bonds, or guaranties reasonably satisfactory to CITY.

9. **No Interference with Other Arrangements.** In the event that the installation or operation of LICENSEE's Facilities, or any part thereof, interfere with telephone, telegraph, radio or television reception or other regularly used communication or signaling arrangements, upon notification thereof by CITY, LICENSEE shall immediately proceed to eliminate, at its expense, the cause of such interference by altering, rearranging, or changing the installation or operation of its system. If it is determined that such interference has been caused by improper installation or operation of LICENSEE's Facilities, and the determination was made by CITY at its expense, LICENSEE, when requested by CITY, shall reimburse CITY for any expense in connection therewith.
10. **Precautions.** LICENSEE agrees to take any necessary precautions, by the installation of protective equipment or otherwise, to protect all persons and property against injury or damage that may result from attachment of LICENSEE's Facilities to the CITY Facilities. If, in CITY's opinion, LICENSEE has not taken such necessary precautions, CITY shall have the right by written notice to LICENSEE to terminate the permission herein granted. However, CITY shall not be considered in any way responsible for the adequacy or inadequacy of such precautions of LICENSEE.
11. **Indemnification.** LICENSEE agrees to indemnify, defend and save CITY harmless against any loss or damage that may result to the equipment or any property owned or used by CITY and from and against any and all legal and other expenses, costs, losses, suits or judgments for damage, injuries, or death arising to persons or property, or in any other manner, by reason of the construction, use or maintenance of LICENSEE's Facilities on the poles of CITY.
12. **Insurance.** LICENSEE shall secure commercial general liability insurance satisfactory to CITY covering bodily injury and property damage. The insurance required by this Agreement shall include Workers' Compensation and employer's liability coverage in the amount required by applicable law, automobile liability and general liability coverages, including premises-operations, contractual liability and independent contractor liability for no less than \$1,000,000 combined single limit per occurrence and shall name CITY as an additional insured. LICENSEE shall furnish satisfactory Certificates of Insurance before approval is granted and for any renewals thereof to CITY so long as this Agreement shall remain in effect. Certificates of Insurance must include a non-restricted thirty (30) days' notice of cancellation or material change provision.
13. **Proof of Good Standing.** Upon the effective date of this agreement and prior to LICENSOR'S approval of LICENSEE's first pole attachment application, LICENSEE shall produce a letter of

good standing or other such proof of good payment standing with two current utility providers for the previous 12 months.

14. Assignment or Delegation. LICENSEE shall not assign, transfer, or sublet any of the rights herein granted, and shall not delegate the performance of its duties required herein without the written consent of CITY having first been obtained, which consent shall not unreasonably be withheld. CITY may make assignments or delegations upon notice to LICENSEE.

15. No Property Rights. Nothing herein contained shall be construed to confer upon LICENSEE any property rights in CITY's poles or other distribution facilities, or to compel CITY to maintain said poles or other distribution facilities longer than the business of CITY requires in the sole judgment of CITY.

16. CITY's Right of Removal. CITY reserves the right to remove at LICENSEE's expense LICENSEE's Facilities or any part of them upon failure of LICENSEE to comply with any of the conditions hereof, and the permit granted in this Agreement shall thereupon terminate as to the attachments to be removed. CITY will not be responsible for the condition of LICENSEE's equipment which is removed or the equipment it is disconnected from. LICENSEE shall pay CITY for all costs incurred for such removal and for any storage charges CITY incurs.

17. Term and Termination. This Agreement shall become effective upon signature by the parties hereto and shall remain effective for a term of five (5) years thereafter. Thereafter, this Agreement shall remain in effect until terminated by either party by giving to the other party sixty (60) days written notice of its intent to terminate. Notwithstanding the foregoing, LICENSEE may terminate this Agreement at any time by giving sixty (60) days written notice to CITY, and CITY may terminate this Agreement at any time upon an Event of Default, as set forth in paragraph 17. CITY reserves the right to renegotiate this Agreement by giving written notice to LICENSEE if a change in regulations or laws applicable to this Agreement materially alters the assumptions upon which this Agreement was made, or if such change renders this Agreement illegal. If the parties are unable to agree on new terms within thirty (30) days after CITY's written notice was sent to LICENSEE, this Agreement shall terminate sixty (60) days after such written notice was sent to LICENSEE. Upon termination for any reason, LICENSEE shall immediately remove all of LICENSEE's Facilities from the CITY Facilities. Pole rental shall continue on a prorated basis until LICENSEE has completed the removal to CITY's satisfaction.

18. Events of Default. The following events shall be deemed to be events of default by LICENSEE (each, an "Event of Default"):

(a) LICENSEE shall fail to pay any rental on the date that same is due and such failure shall continue for a period of more than sixty (60) days; or

(b) LICENSEE shall fail to comply with any term, condition, or covenant of this Agreement, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to LICENSEE; or if such failure cannot reasonably be cured within thirty (30) days, LICENSEE shall not have commenced to cure such failure within said thirty (30) days and shall not thereafter with reasonable diligence and good faith proceed to cure such failure.

Upon the occurrence of any of such Event of Default, CITY shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever: (1) forthwith terminate this Agreement in its entirety; (2) revoke the permit covering the pole or poles involved in such default or noncompliance or satisfy the obligations of LICENSEE to CITY

from the bond required by Paragraph 12; or (3) obtain service of an attorney to institute suit or other judicial proceeding to remedy any default by LICENSEE in its performance of the covenants, terms, and conditions of this Agreement.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rental due to CITY hereunder or of any damages accruing to CITY by reason of the violation of any terms, conditions, and covenants herein contained.

19. Removal, Abandonment, or Modification.

(a) By LICENSEE. If LICENSEE intends to remove, abandon or modify any of LICENSEE's Facilities, LICENSEE shall give thirty (30) days' written notice to CITY describing time, location, reasons and other necessary information as CITY may request using the form supplied by CITY, a sample of which is attached hereto as Exhibit B, as same may be amended and updated by CITY from time to time. LICENSEE shall use the utmost care in removing or modifying LICENSEE's Facilities to the satisfaction of CITY and shall avoid causing any negative consequences and damages to the CITY Facilities. LICENSEE shall be solely responsible for any consequences and damages caused by its removal, abandonment or modification.

(b) By CITY. If CITY intends to abandon, remove, replace, or otherwise modify any of the CITY Facilities to which LICENSEE has secured attachments, CITY shall give LICENSEE thirty (30) days' written notice. If at the expiration of this period any of LICENSEE's property remains attached to the pole(s), CITY may remove LICENSEE's property and charge a penalty in the amount of One Hundred Fifty Dollars (\$150.00) per pole for the costs of such removal. LICENSEE may, however, avoid this liquidated damage penalty and assume ownership of the abandoned pole if LICENSEE (1) notifies CITY of its intent to do so prior to the expiration of the thirty (30) day notification deadline, (2) pays CITY a sum equal to the value in place of such abandoned pole as calculated by CITY and agreed to by LICENSEE, and (3) agrees in writing to indemnify and hold harmless CITY for any and all obligations, liabilities, settlements, judgments, damages, costs, expenses, attorneys' fees or other charges incurred by CITY as a result of injury to person or property, regardless of the cause and notwithstanding any fault by CITY. Upon removal of LICENSEE's Facilities, LICENSEE shall be entitled to a pro-rata refund of the Annual Rate for the unexpired portion of the year and shall not be responsible for future payments of the Annual Rate for the specified poles.

20. No Liability on CITY. LICENSEE agrees and acknowledges that CITY has no experience or expertise in any of LICENSEE's Facilities. LICENSEE shall be solely responsible for any losses or damages to LICENSEE's Facilities, including, but not limited to, fiber optic cable, except where it is found that such losses or damages were solely and directly caused by reckless or willful misconduct on the part of CITY's employees or agents when working on the CITY Facilities.

21. Miscellaneous.

(a) Integration and Amendments. This contract replaces all previous contracts between the parties, and all such prior contracts are hereby mutually terminated by this Agreement. Any amendments to this Agreement must be in writing, mutually approved, and signed by authorized representatives of CITY and LICENSEE.

(b) Notice. All communication relating to this Agreement shall be sent by certified mail, return receipt requested, facsimile, or overnight mail to the following addresses, or as may be later designated by written notice to the other party:

(c) Waiver. The waiver of either party of a breach or a default of any portion of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such party.

(d) Severability. In the event that any provision of this Agreement is held in a proceeding of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected.

(e) Third Party Rights. Nothing herein contained shall be construed as affecting or limiting the rights or privileges previously conferred by CITY to a third party, by contract or otherwise, to use the CITY Facilities, and CITY shall have the right to continue to extend such rights or privileges to others.

(f) Headings. Captions and headings contained in this Agreement have been included for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of this Agreement.

(g) Governing Law and Dispute Resolution. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Kansas and the United States Telecommunications Act of 1996. The parties hereby agree to the exclusive jurisdiction of any state or federal court within the State of Kansas for resolution of any matters in connection with the interpretation, construction and enforcement of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Attachment of a License Plate Reader Camera to the City Pole Agreement as of the date first above written.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ANTHONY, KANSAS, that the Attachment of a License Plate Reader Camera to City Pole Agreement,

incorporated herein, is hereby approved in substantially the form presented to the governing body this date.

BE IT FURTHER RESOLVED, Resolution No. 1144 shall take effect and be in full force from and after its adoption by the governing body of the City of Anthony.

ADOPTED by LICENSEE as dated below, and by the governing body of the CITY and signed by the Mayor this 24th day of July, 2024.

A motion was made to approve Resolution 1144 Attachment of License Plate Reader Camera to City Pole Agreement.

Motion made by Commissioner Lanie, Seconded by Commissioner Eaton.

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

3. Sidewalk on LL&G Update

Administrator Kastens presented an update on the sidewalk project and requested to extend the scope of survey work. A motion was made to approve adding the east side surveying up to an additional \$2500 for the sidewalk on LL&G to be paid from Capital Street.

Motion made by Commissioner Smith, Seconded by Commissioner Hatfield.

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

4. Atmos Energy/NPL Infrastructure Contract Sunrise 2nd

Administrator Kastens presented the contract for installation of gas service as per RFP from Atmos Energy. This is a BASE grant expense and may have additional costs if rock or other obstacles are encountered. A motion was made to approve the NPL Infrastructure Contract for Sunrise 2nd in the amount of \$121,676.

Motion made by Mayor Cleveland, Seconded by Commissioner Lanie.

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

5. City of Anthony Investment Renewal

Administrator Kastens presented the City of Anthony Investment renewal recommendations as of July 24, 2024. A motion was made to approve the Recommended Investment Plan as presented.

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

6. KHITC Agreement for Reservation of Kansas Housing Investor Tax Credits and Supporting Documentation

Administrator Kastens presented the required agreement for the Kansas Housing Resource Corporation Grant approved tax credits for Sunrise 2nd. A motion was made to approve the KHITC Agreement for Reservation of Kansas Housing Investor Tax Credits and Supporting Documentation contingent upon approval by City Attorney.

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

7. 2025 Budget Work Session Part 2

Administrator Kastens presented part two of the 2025 Budget Work Session. The Commission approved the budget notes as prepared and directed the Administrator to prepare the budget as such and to go out for bids to replace the existing 72" Lake Mower in 2024.

ADJOURNMENT

A motion was made to adjourn the meeting.

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

Gregory Cleveland, Mayor

Cyndra Kastens, City Clerk/Administrator