

CITY OF ALTAMONT

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ALTAMONT CITY COUNCIL

Mayor Richard Hayward
Councilmembers: Colt Booth, Tyler Julich,
Lyle Sykes and Kyle Wiford

November 14, 2024
7:00 PM Regular Meeting

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PRAYER – Eric Rucker

MINUTES - Regular meeting of October 24, 2024

INVOICES - \$121.00 + \$110,597.60 = **\$110,718.60**

PUBLIC COMMENT & GUESTS

- A. Tim Ames – Altamont Police Department Introduction
- B. Melody Kikkert – Labette County Appraiser - Neighborhood Revitalization Program
- C. Becky Dantic – Parsons Area Community Foundation – Endowment Fund
 - a. Types of Funds Held by PACF
 - b. Endowment Fund FAQ

ORDINANCES/RESOLUTIONS /PROCLAMATIONS

- A. Resolution 301 – Affiliation for Transfer: KPERS to KP&F
- B. Resolution 302 – Ninnescah Flats Solar Project Agreement
 - a. Ninnescah Flats Solar Project Agreement

OLD BUSINESS

- A. Neighborhood Revitalization Program

NEW BUSINESS

- A. Appointments
 - a. Public Wholesale Water Supply District No. 4 Board Member
 - b. Council President – Kyle Wiford
 - c. Altamont Police Officer – Tim Ames
- B. Patterson Family Foundation Grant
- C. KMGA Member Update
- D. Pam Oakley's Building Permit
 - a. Ordinance 204
 - b. Ordinance 327



DEPARTMENT REPORTS

- A. City Administrator
- B. Fire
- C. Police
- D. Utility

EXECUTIVE SESSION MOTION

- A. Non-elected personnel

COMMUNICATIONS:

- The Altamont City Office will close November 27th at 1:30 PM through November 29 for Thanksgiving. The Office will reopen regular hours on December 2nd.
- Upcoming Council Meeting Dates
 - Tuesday, November 26, 2024
 - Thursday, December 12, 2024
 - Monday, December 30, 2024

ADJOURNMENT

**MINUTES
CITY OF ALTAMONT
OCTOBER 24, 2024**

REGULAR MEETING	The meeting was called to order at 7:00 PM with Mayor Richard Hayward presiding. Kristi Bishop led the prayer. Councilmembers present: Ben Cochran, Kyle Wiford, Lyle Sykes and Tyler Julich.
MINUTES	Councilmember Sykes moved, and Julich seconded to approve the meeting minutes from October 10, 2024. Motion carried.
INVOICES	Councilmember Sykes moved and Wiford seconded to pay invoices totaling \$75,311.61. Motion carried.
NATASHA THOMPSON	<p>Natasha Thompson was present to request an extended lake stay at Idle Hour Lake through November, as she is here doing work at Day and Zimmerman through that time period.</p> <p>Councilmember Cochran moved, and Wiford seconded to approve extended lake stay for Natasha Thompson through December 1, 2024.</p> <p>Councilmember Cochran rescinded his motion.</p> <p>Councilmember Cochran moved and Skyes seconded to approve extended lake stay for Natasha Thompson through December 2, 2024. Motion carried.</p>
BRIDGETTE PATTISON	Bridgette Pattison is the new employee for the Altamont Police Department. She is an LCHS graduate, class of 2004 and received her criminal justice degree from LCC.
JOHN IDOUX	<p>John Idoux was present from BrightSpeed to discuss updating their services in Altamont from copper to fiber. They plan to have about 7 miles of fiber upgrades through Altamont, which will pass about 500 homes. He thought it should be about a month or less of actual construction time. They will be over lashing their fiber onto their already existing copper lines for the time being where they are able. Councilmember Sykes asked about the timeline of when they would like to begin their work. Idoux is thinking construction will start late 2024 early 2025.</p> <p>Franchise fee agreements are being worked out by City Attorney Robert Myers and will be tabled for now.</p>
APPOINTMENTS	<p>Mayor Richard Hayward appointed Bridgette Pattison as aN Altamont Police Officer.</p> <p>Councilmember Cochran moved and Sykes seconded to accept the appointment of Bridgette Pattison as an Altamont Police Officer. Motion carried.</p> <p>Mayor Richard Hayward appointed Cody Dickerson as the Altamont Fire Chief.</p> <p>Councilmember Cochran moved and Wiford seconded to approve the appointment of Cody Dickerson as Altamont Fire Chief. Motion carried.</p>
CODY DICKERSON	Cody Dickerson has been with the Altamont Fire Department since 2012 and was with Oswego's Fire Department 4 years prior and has been in a captain position with Altamont Fire Department for 5 years.
POLICE CONTRACT	<p>Council was provided with a new Police Department Employee Contract in their packets. City Administrator Myers stated they had reached out to area departments for their contracts and said this new contract was close to what Parsons had done.</p> <p>Councilmember Sykes moved and Wiford seconded to approve the City of Altamont Binding Agreement for Reimbursement of Hiring and Training Expenses. Motion carried.</p>
KMGA GAS PREPAY	<p>City Administrator LeaAnn Myers attended a webinar over the new KMGA Gas Prepay option. The City of Altamont has entered into an agreement with a Minnesota group through KMGA about a year or year and a half ago. That agreement hasn't started yet, so therefore KMGA chose to look into other options.</p> <p>Councilmember Sykes out at 7:36PM.</p> <p>In at 7:36PM.</p>

**MINUTES
PAGE TWO
OCTOBER 24, 2024**

KDOT TA AWARD

City Clerk Heather Beasley applied for the Transportation Alternatives Program through KDOT last spring for the Pedestrian Connections to School & Food Retail Project. The City of Altamont has been notified that they will be awarded \$1,528,469 to complete that project for fiscal year 2026.

CITY ADMINISTRATOR

- 1) Police Department** – Received all pre-employment paperwork back on two police candidates. I would like to welcome Officers Bridgette Pattison and Tim Ames to the Altamont Police Department.
 - a) Officer Pattison started with the Police Department on October 21st.
 - b) Officer Ames is scheduled to start with the Police Department on November 4th.
 - c) Worked with Chief Michael Shields on the Police hiring and training reimbursement policy.
- 2) Municipal Software** – City Office employees attended a two-day webinar over enhancements and training sessions over municipal software.
- 3) Idle Hour Lake** – Updated rules and regulations and posted on the City of Altamont’s website.
 - a) Updated booking software to reflect camping closure during January and February.
- 4) KMGA/KMEA** – Attended an informational meeting regarding a gas pre-pay opportunity.
 - a) Attended the KMGA/KMEA annual conference.
- 5) 2024 Ford Utility Truck** – The 2024 Ford has returned from the shop and is back in service.
- 6) Employee Evaluations** – Department heads are working on employee evaluations.
- 7) Kansas Department of Wildlife and Parks** – Completed acknowledgement of change from regarding the ending of the CFAP program.
- 8) Collection Bureau of Kansas** – Received \$1042.52 from collections on past due utility accounts.
 - a) CBK has also collected \$758.41 for prior payments in 2024.
- 9) USD 506** – Working on the final billing for USD 506 auxiliary gym project.
- 10) New Directions** – Set up An employee assistance meeting for those interested in attending.
- 11) HELP** – Heather Beasley and LeaAnn Myers attended the monthly meeting.
- 12) Watco Railroad** – Contacted Watco about the bolts sticking up from the railroad ties on their crossing on Wabash Avenue.
- 13) Recreation Commission** – Bridget Merchant and the Altamont Recreation Commission have been preparing for the upcoming Altamont Boo Bash and the UTV Poker Run.
- 14) Transportation Alternatives Program** – Heather Beasley has been working with KDOT regarding the paperwork for the sidewalk project.
- 15) Cybersecurity** – Working with Higher Calling Technologies setting up password vaults to better protect the City from security threats.
- 16) Lead and Copper** – Working with Brad Myers and Heather Beasley on notification letters for known or potential lead service lines to mail out to the residents as required by KDHE. The deadline to get the letters sent out is November 16, 2024.

UTILITY REPORT

- Monday October 14th
- Off for Columbus Day.
- Tuesday October 15th
- Residential trash and Monday dumpsters.
- Finished book 6 on meters.
- Wednesday October 16th
- Read meters got all but one book done.
- Riley Bradfield missed work due to fever and flu.
- Thursday October 17th
- Finish meters.
- Picked Ford truck up from Mike Carpino’s Columbus, KS.
- Continuous water meter flow checks 1 leak on our side fixed.
- Worked on big green generator.
- Friday October 18th
- Hung 25KV transformer for Kansas equities on Wells Street.
- Power outage at 1414 S Huston Carol Meiwes On transformer fuse.
- Disconnect electric 701 E 4th Street for house siding being installed/ hooked back up.
- Nate Barnett left work at noon for 506 having a half day of school.
- Monday October 22nd
- Gas leak investigation at 308 N. Wells, leak was found currently working on correcting leak.

**MINUTES
PAGE THREE
OCTOBER 24, 2024**

- Install meters at 908 S. Huston.
- Repair underground electric at 308 N. Wells.

Report submitted by Nathan Barnett

- Cut dead tree to the ground on Wells.
- Take left rear outrigger out and get rebuilt, it was going down by itself no leak the others on last report (we found plastic debris in check valve) took to Tim Wass to rebuild and put back on.
- Our 580 Case Backhoe had a cylinder leaking for some time so we took off and the ram was bent so I ordered a reman cylinder and put on (new cylinder was 6,036 and reman was 1,690 exchanged)
- Start taking our gas tests (we do every 3 years)

Report submitted by Utility Superintendent Brad Myers

FIRE DEPARTMENT

Mayor Richard Hayward shared that at the last fire meeting they had several new additions to the department, both full-time and junior. He stated that they quickly gained a lot of their numbers back at that meeting. An invitation was extended to each council member if they would like to attend a fire meeting.

Councilmember Wiford asked about the SCBA status on the quote and LeaAnn Myers stated she had reached out to Laura Moore who said if there were unused ARPA funds she would be in contact. Heather Beasley brought up the possibility of starting an endowment fund through Parsons Area Community Foundation in order to have a fund that could be used for various projects throughout the city, or things like purchasing SCBA's.

COMMUNICATIONS

- The 11th Annual Boo Bash will be Sunday, October 27 on the West Lawn of LCHS from 3PM-5PM
- The 4th Annual Chasing Daylight UTV Poker Run will be Saturday, November 4th. Registration is from 10AM-12PM at McMillen Park.
- November FoodStruck calendar is attached.
- \$5 BBQ lunch at the 20 acres during the Poker Run to raise funds for the Veteran's Memorial.
- Labette County is currently under a burn ban and citizens should follow guidelines and be very aware of their actions during this time.

Tonight is councilmember Cochran's last meeting, Mayor Hayward thanked him for his time on council, his hard work and service to our community.

ADJOURN

Councilmember Wiford moved and Julich seconded to adjourn. Motion Carried 7:58PM

Councilmember Cochran opposed the motion.

DATE

Heather Beasley, City Clerk

AP Check Register (APLT43)

City of Altamont

Check No	Check Date	Vendor No	Vendor Name	Check Amount
Bank No: 1 Account: 006572				
38054	10/25/2024	80355	Assured Partners	\$121.00
Bank Account Totals:				\$121.00
Total Of Checks:				\$121.00

Approved Invoices by Vendor- Summary

City of Altamont

Vendor	PO	Description	Account Description	Invoice Amt
Invoice				
80355				
Assured Partners				
2024 Poker Run		UTV Poker Run (previous insurance credit of \$204)	Contractual	\$121.00
Subtotal for Vendor 80355 - Assured Partners :				\$121.00

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
			Grand Total:	\$121.00

Approved Invoices - Fund/Dept. Totals

Fund	Fund Total	Fund Name
50 Water Utility Fund		
00 NonDepartmental		\$121.00
		<hr/>
		\$121.00
	Grand Total:	\$121.00

AP Check Register (APLT43)

City of Altamont

Check No	Check Date	Vendor No	Vendor Name	Check Amount
Bank No: 1	Account:	006572		
38056	11/14/2024	885	ADVANCE INSURANCE COMPANY	\$64.80
38057	11/14/2024	150	Altamont Builders Supply	\$510.57
38058	11/14/2024	160	ALTAMONT RECREATION COMMISSION	\$30.00
38059	11/14/2024	79889	Border States Industries Inc	\$1,815.77
38060	11/14/2024	80351	Bridget Merchant	\$196.31
38061	11/14/2024	79547	Cintas Corporation	\$88.17
38062	11/14/2024	60	CITY OF ALTAMONT	\$2,612.99
38063	11/14/2024	79832	Core & Main	\$1,768.04
38064	11/14/2024	404	Corner Store	\$627.87
38065	11/14/2024	80545	DC&B Supply, Inc.	\$2,156.18
38066	11/14/2024	79653	Dollar General-Regions 410526	\$224.25
38067	11/14/2024	1000	EVERGY	\$676.09
38068	11/14/2024	80651	Felicia Percival	\$40.00
38069	11/14/2024	80806	Flint Hills Counseling & Consulting Ctr	\$350.00
38070	11/14/2024	80814	George Faulk	\$40.00
38071	11/14/2024	80229	GFL Environmental	\$3,021.21
38072	11/14/2024	579	Green Environmental SVCS	\$1,553.28
38073	11/14/2024	80203	gWorks	\$1,148.00
38074	11/14/2024	80264	Heather Beasley	\$209.04
38075	11/14/2024	740	HUGO'S INDUSTRIAL SUPPLY	\$201.28
38076	11/14/2024	837	Jeff Garretson	\$40.00
38077	11/14/2024	949	KANSAS MUNICIPAL ENERGY AGENCY	\$40,307.00
38078	11/14/2024	969	Kansas Peace Officers Assn	\$30.00

AP Check Register (APLT43)

City of Altamont

Check No	Check Date	Vendor No	Vendor Name	Check Amount
38079	11/14/2024	80739	Keith Tucker	\$40.00
38080	11/14/2024	80469	Kenny Cole	\$40.00
38081	11/14/2024	1057	LABETTE COUNTY PUBLIC	\$21,129.03
38082	11/14/2024	80017	LABETTE COUNTY SHERIFFS OFFICE	\$260.00
38083	11/14/2024	79916	Labette County Treasurer's Office	\$105.74
38084	11/14/2024	79848	Labette Hardware	\$56.96
38085	11/14/2024	80404	Labette Health Laboratory	\$83.25
38086	11/14/2024	1373	LeaAnn Myers	\$413.39
38087	11/14/2024	80815	Mammoth Sports Construction, LLC	\$2,650.00
38088	11/14/2024	1245	MCCARTY'S	\$26.53
38089	11/14/2024	80159	Miller Tire and Lube LLC	\$1,052.66
38090	11/14/2024	1442	National Integrated Pest Mgt.	\$120.00
38091	11/14/2024	1550	O'REILLY AUTOMOTIVE INC	\$424.26
38092	11/14/2024	1680	PUBLIC WHOLESALE WATER SUPPLY	\$10,530.00
38093	11/14/2024	80811	Riley Bradfield	\$142.01
38094	11/14/2024	2123	Sue-Bee Nash Fasteners & Parts	\$193.45
38095	11/14/2024	2230	THOMAS IMPLEMENT	\$122.40
38096	11/14/2024	754	TouchTone Communications	\$87.10
38097	11/14/2024	1250	VISA 2 - Fire	\$100.01
38098	11/14/2024	2447	VISA 3 - Police	\$32.00
38099	11/14/2024	80318	Visa 5 - Office	\$14.52
38100	11/14/2024	80657	Visa 5 - Utility	\$1,700.78
38101	11/14/2024	79532	VISA 8 - Office	\$1,075.88
38102	11/14/2024	80272	Visa 9 - Office	\$583.67

AP Check Register (APLT43)

City of Altamont

Check No	Check Date	Vendor No	Vendor Name	Check Amount
38103	11/14/2024	79945	Vision Service Plan (CT)	\$188.36
Bank Account Totals:				\$98,882.85
Total Of Checks:				\$98,882.85

AP Wire Register (APLT44)

City of Altamont

Wire Nbr.	Wire Date	Vendor No	Vendor Name	Wire Amount
Bank No: 1	Account:	006572		
-1335	11/14/2024	971	KANSAS STATE TREASURER	\$8,868.31
-1334	11/14/2024	865	KANSAS DEPARTMENT OF REVENUE	\$2,846.44
Bank Account Totals:				\$11,714.75
Total Of Wires:				\$11,714.75

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
60	CITY OF ALTAMONT			
11012024		utility bills	Contractual	\$181.76
11012024		utility bills	Contractual	\$392.45
11012024		utility bills	Contractual	\$173.13
11012024		utility bills	Contractual	\$251.37
11012024		utility bills	Contractual	\$454.69
11012024		utility bills	Contractual	\$201.01
11012024		utility bills	Contractual	\$179.30
11012024		utility bills	Contractual	\$338.98
11012024		utility bills	Contractual	\$294.30
11012024		utility bills	Contractual	\$146.00
Subtotal for Vendor 60 - CITY OF ALTAMONT :				\$2,612.99
150	Altamont Builders Supply			
10312024		screws, nuts, tools, plywood	Commodities	\$47.39
10312024		vaccum, electric wire	Commodities	\$132.50
10312024		toilet, valve	Commodities	\$201.96
10312024		air filter	Commodities	\$11.96
10312024		pro reel, ready mix	Commodities	\$21.98
10312024		screws, nuts, tools, plywood	Commodities	\$47.39
10312024		screws, nuts, tools, plywood	Commodities	\$47.39
Subtotal for Vendor 150 - Altamont Builders Supply :				\$510.57
160	ALTAMONT RECREATION COMMISSION			
2024 Turkey		Turkey Box Donation	Grants & Donations	\$30.00
Subtotal for Vendor 160 - ALTAMONT RECREATION CO				\$30.00
404	Corner Store			
11012024		fuel	Contractual	\$533.91
11012024		fuel	Vehicle	\$93.96
Subtotal for Vendor 404 - Corner Store :				\$627.87

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
579	Green Environmental SVCS			
44757		Bulk Trash Dumpster and Disposal	Utility Costs	\$1,553.28
Subtotal for Vendor 579 - Green Environmental SVCS :				\$1,553.28
740	HUGO'S INDUSTRIAL SUPPLY			
10312024		pop up wipers, floor dry	Commodities	\$201.28
Subtotal for Vendor 740 - HUGO'S INDUSTRIAL SUPPLY				\$201.28
754	TouchTone Communications			
3504528		phone service	Contractual	\$87.10
Subtotal for Vendor 754 - TouchTone Communications :				\$87.10
837	Jeff Garretson			
11052024		Park Deposit Refund	Park Building Deposit Refunds	\$40.00
Subtotal for Vendor 837 - Jeff Garretson :				\$40.00
865	KANSAS DEPARTMENT OF REVENUE			
4310-6K37-CCCY		utility sales tax	Contractual	\$2,846.44
Subtotal for Vendor 865 - KANSAS DEPARTMENT OF R				\$2,846.44
885	ADVANCE INSURANCE COMPANY			
12012024		employee life insurance	Benefits	\$16.20
12012024		employee life insurance	Benefits	\$5.40
12012024		employee life insurance	Benefits	\$43.20
Subtotal for Vendor 885 - ADVANCE INSURANCE COMP				\$64.80
949	KANSAS MUNICIPAL ENERGY AGENCY			
2024-10		electricity	Utility Costs	\$40,307.00
Subtotal for Vendor 949 - KANSAS MUNICIPAL ENERGY				\$40,307.00
969	Kansas Peace Officers Assn			
08787		Membership - Shields	Contractual	\$30.00
Subtotal for Vendor 969 - Kansas Peace Officers Assn :				\$30.00

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
971	KANSAS STATE TREASURER			
12/01/2024		gas emergency loan payment	Payment Plan- Loan Payback	\$8,868.31
Subtotal for Vendor 971 - KANSAS STATE TREASURER				\$8,868.31
1000	EVERGY			
10242024		electric	Contractual	\$27.04
10242024		electric	Contractual	\$623.25
10242024		electric	Contractual	\$25.80
Subtotal for Vendor 1000 - EVERGY :				\$676.09
1057	LABETTE COUNTY PUBLIC			
2764		diesel	Contractual	\$1,073.41
2764		road oil, asphalt	Commodities	\$18,538.95
2776		fuel	Contractual	\$75.96
2776		fuel	Contractual	\$175.00
2776		fuel	Contractual	\$175.00
2776		fuel	Contractual	\$175.00
2776		fuel	Contractual	\$175.00
2776		fuel	Contractual	\$175.00
2776		fuel	Vehicle	\$740.71
Subtotal for Vendor 1057 - LABETTE COUNTY PUBLIC :				\$21,129.03
1245	MCCARTY'S			
10272024		Color Copies	Contractual	\$26.53
Subtotal for Vendor 1245 - MCCARTY'S :				\$26.53
1250	VISA 2 - Fire			
10182024		fuel	Vehicle	\$94.07
10182024		toilet flapper	Commodities	\$5.94
Subtotal for Vendor 1250 - VISA 2 - Fire :				\$100.01
1373	LeaAnn Myers			
10232024		KMEA/KMGA Conference Mileage	Contractual	\$194.30
11082024		KSGOFA Conference Mileage	Contractual	\$219.09

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
1373	LeaAnn Myers			
Subtotal for Vendor 1373 - LeaAnn Myers :				\$413.39
1442	National Integrated Pest Mgt.			
5025		pest control	Contractual	\$30.00
5025		pest control	Contractual	\$30.00
5025		pest control	Contractual	\$30.00
5025		pest control	Contractual	\$30.00
Subtotal for Vendor 1442 - National Integrated Pest Mgt.				\$120.00
1550	O'REILLY AUTOMOTIVE INC			
10282024		oil and filters	Vehicle	\$89.50
10282024		air filter, battery, oil and filters	Commodities	\$334.76
Subtotal for Vendor 1550 - O'REILLY AUTOMOTIVE INC				\$424.26
1680	PUBLIC WHOLESALE WATER SUPPLY			
10242024		water	Utility Costs	\$10,530.00
Subtotal for Vendor 1680 - PUBLIC WHOLESALE WATE				\$10,530.00
2123	Sue-Bee Nash Fasteners & Parts			
806129		nuts, bolts, washers	Commodities	\$193.45
Subtotal for Vendor 2123 - Sue-Bee Nash Fasteners & P				\$193.45
2230	THOMAS IMPLEMENT			
11042024		water sample freight	Contractual	\$63.95
11042024		4powerrg, def fluid	Commodities	\$58.45
Subtotal for Vendor 2230 - THOMAS IMPLEMENT :				\$122.40
2447	VISA 3 - Police			
10182024		postage	Contractual	\$32.00
Subtotal for Vendor 2447 - VISA 3 - Police :				\$32.00
79532	VISA 8 - Office			
10182024		electric pedestal	Commodities	\$953.70

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
79532	VISA 8 - Office			
10182024		penny social supplies	Contractual	\$18.46
10182024		meeting expense	Contractual	\$80.79
10182024		utility drinks	Contractual	\$22.93
Subtotal for Vendor 79532 - VISA 8 - Office :				\$1,075.88
79547	Cintas Corporation			
8407120935		first aid kit restock	Contractual	\$88.17
Subtotal for Vendor 79547 - Cintas Corporation :				\$88.17
79653	Dollar General-Regions 410526			
11042024		vehicle cleaning supplies	Commodities	\$52.00
11042024		fan	Commodities	\$25.00
11042024		water, febreze, tissue, batteries	Commodities	\$147.25
Subtotal for Vendor 79653 - Dollar General-Regions 410				\$224.25
79832	Core & Main			
10252024		cplg, 90 bend, tee, insert	Commodities	\$1,768.04
Subtotal for Vendor 79832 - Core & Main :				\$1,768.04
79848	Labette Hardware			
190078		2" WHT Cap Slip	Commodities	\$6.98
191140		galv nipple and union	Commodities	\$49.98
Subtotal for Vendor 79848 - Labette Hardware :				\$56.96
79889	Border States Industries Inc			
11012024		lineman's wench, bucket hook, loadbreaker	Equipment	\$1,815.77
Subtotal for Vendor 79889 - Border States Industries Inc				\$1,815.77
79916	Labette County Treasurer's Office			
133		Property Tax on McMillen Park	Contractual	\$105.74
Subtotal for Vendor 79916 - Labette County Treasurer's				\$105.74

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
79945	Vision Service Plan (CT)			
10182024		vision insurance	Benefits	\$87.12
10182024		vision insurance	Contractual	\$68.57
10182024		vision insurance	Benefits	\$10.89
10182024		vision insurance	Benefits	\$21.78
Subtotal for Vendor 79945 - Vision Service Plan (CT) :				\$188.36
80017	LABETTE COUNTY SHERIFFS OFFICE			
10182024		Inmate Housing - Case T20-059	Jail Fees	\$260.00
Subtotal for Vendor 80017 - LABETTE COUNTY SHERIF				\$260.00
80159	Miller Tire and Lube LLC			
11042024		tires for trash truck, wipers	Commodities	\$1,052.66
Subtotal for Vendor 80159 - Miller Tire and Lube LLC :				\$1,052.66
80203	gWorks			
2019-26199		annual court support	Contractual	\$1,148.00
Subtotal for Vendor 80203 - gWorks :				\$1,148.00
80229	GFL Environmental			
10312024		Transfer Station Fees	Utility Costs	\$3,021.21
Subtotal for Vendor 80229 - GFL Environmental :				\$3,021.21
80264	Heather Beasley			
11052024		CCMFOA Meeting Mileage	Contractual	\$192.96
11052024		County Commission Meeting Mileage	Contractual	\$16.08
Subtotal for Vendor 80264 - Heather Beasley :				\$209.04
80272	Visa 9 - Office			
10182024		building inspection,CMC Cert - Beasley	Contractual	\$525.00
10182024		tape, air fresher, paper clips	Commodities	\$58.67
Subtotal for Vendor 80272 - Visa 9 - Office :				\$583.67

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
80318 Visa 5 - Office				
10182024		pens	Commodities	\$14.52
Subtotal for Vendor 80318 - Visa 5 - Office :				\$14.52
80351 Bridget Merchant				
11052024		CCMFOA Conference Mileage	Contractual	\$196.31
Subtotal for Vendor 80351 - Bridget Merchant :				\$196.31
80404 Labette Health Laboratory				
10312024		Pre-employment drug screens	Contractual	\$83.25
Subtotal for Vendor 80404 - Labette Health Laboratory :				\$83.25
80469 Kenny Cole				
10282024		Park Deposit Refund	Park Building Deposit Refunds	\$40.00
Subtotal for Vendor 80469 - Kenny Cole :				\$40.00
80545 DC&B Supply, Inc.				
8846		gas valve box	Commodities	\$147.68
8846		dryconn, perma patch	Commodities	\$2,008.50
Subtotal for Vendor 80545 - DC&B Supply, Inc. :				\$2,156.18
80651 Felicia Percival				
10282024		Park Deposit Refund	Park Building Deposit Refunds	\$40.00
Subtotal for Vendor 80651 - Felicia Percival :				\$40.00
80657 Visa 5 - Utility				
10182024		lunch expense	Contractual	\$10.78
10182024		lunch expense, hydr cylinder	Commodities	\$1,690.00
Subtotal for Vendor 80657 - Visa 5 - Utility :				\$1,700.78
80739 Keith Tucker				
11052024		Park Deposit Refund	Park Building Deposit Refunds	\$40.00
Subtotal for Vendor 80739 - Keith Tucker :				\$40.00

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
80806	Flint Hills Counseling & Consulting Ctr			
1172024		Personnel Testing - Sills	Contractual	\$350.00
Subtotal for Vendor 80806 - Flint Hills Counseling & Con				\$350.00
80811	Riley Bradfield			
10282024		boot reimbursement	Contractual	\$142.01
Subtotal for Vendor 80811 - Riley Bradfield :				\$142.01
80814	George Faulk			
11122024		Park Deposit Refund	Park Building Deposit Refunds	\$40.00
Subtotal for Vendor 80814 - George Faulk :				\$40.00
80815	Mammoth Sports Construction, LLC			
4395		Landscape Turf - Delivery and Install	Contractual	\$1,650.00
4395		Landscape Turf - Delivery and Install	Contractual	\$1,000.00
Subtotal for Vendor 80815 - Mammoth Sports Constructi				\$2,650.00

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
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Grand Total: \$110,597.60

Approved Invoices - Fund/Dept. Totals

Fund	Fund Total	Fund Name
01 General Fund		
01	General Government	\$949.82
02	Gen Police	\$1,921.57
03	General Court	\$1,148.00
04	General Fire	\$847.59
05	General Park	\$827.39
06	General Street	\$2,030.48
		<hr/>
		\$7,724.85
07 Special Highway Fund		
00	NonDepartmental	\$19,612.36
		<hr/>
		\$19,612.36
09 Lake Fund		
00	NonDepartmental	\$1,853.92
		<hr/>
		\$1,853.92
22 Park Donations		
00	NonDepartmental	\$1,018.46
		<hr/>
		\$1,018.46
50 Water Utility Fund		
00	NonDepartmental	\$12,953.91
		<hr/>
		\$12,953.91
51 Electric Utility Fund		

Approved Invoices by Vendor- Summary

Vendor Invoice	PO	Description	Account Description	Invoice Amt
	00	NonDepartmental	\$44,854.28	
			<hr/>	
			\$44,854.28	
	52	Gas Utility Fund		
	00	NonDepartmental	\$9,237.77	
			<hr/>	
			\$9,237.77	
	53	Sewer Utility Fund		
	00	NonDepartmental	\$1,757.05	
			<hr/>	
			\$1,757.05	
	54	Sanitation Utility Fund		
	00	NonDepartmental	\$7,019.99	
			<hr/>	
			\$7,019.99	
	60	Sales Tax		
	00	NonDepartmental	\$2,846.44	
			<hr/>	
			\$2,846.44	
	62	Capital Improvement Fund		
	00	NonDepartmental	\$1,650.00	
			<hr/>	
			\$1,650.00	
	82	Insurance Reserve Fund		
	00	NonDepartmental	\$68.57	
			<hr/>	
			\$68.57	
			<hr/>	
		Grand Total:	\$110,597.60	

Types of Funds Held by the Parsons Area Community Foundation

Endowment: An *endowment* is a permanent fund or collection of component funds that are managed forever for charitable purposes.

- PACF holds different types of *endowment* funds, each one designed to uniquely fit the needs of a given donor or area.
- Each *endowment* fund either distributes a portion of its earnings annually to support a charitable purpose or reinvests this percentage.

Unrestricted: *Unrestricted* funds are established by donors with no restrictions on their use. They are supplied for the community's general charitable needs as PACF's Board, in its sole discretion, determines appropriate. These funds may be distributed in whatever manner, for whatever purpose, the Board determines.

Restricted: *Restricted* Funds are established by donors with a restriction on the use of their monies at the time of making their gift. There are various types of restricted funds, including:

Field of Interest: *Field of Interest* funds provide money for community grant making to address needs in important broad areas of community life (arts, education, senior services, at-risk youth, recreation, etc.) and typically use a competitive process to distribute the grants.

Designated: Donors establish a *designated* fund for a very specific benefit – directing gifts to an agency or agencies, serving specific restricted purposes, or serving as donor-designated (see below). *Designated* funds can be further defined as:

Scholarship: Supports the educational needs of individual students.

Donor-Designated: Supports one or more specific charitable entities designated by the donor forever (these gifts will not vary).

Agency Endowment: Established by a charitable organization for its sole benefit.

Administrative: Supports the Foundation's administrative needs.

Donor Advised Fund: A *Donor Advised Fund* actively involves donors in the use of their gifts. Donors who are designated as Fund Advisors in the fund establishing document may recommend grants from the resources in their charitable funds.

Affiliate: An *Affiliate* organization is a collection of geographic component funds organized under another community foundation's tax-exempt status.

FREQUENTLY ASKED QUESTIONS FOR AGENCY ENDOWMENT FUNDS

What is an agency endowment fund? Established by a non-profit, this type of fund helps secure the agency's future by investing assets to provide a revenue stream directly back to your organization. With the principal preserved, and only the income used for distributions, this provides ongoing support to your organization year after year.

How will the assets be disbursed? When you establish an agency endowment, a customized gift agreement is prepared that outlines your agency's intentions. In this agreement the timing and process for distributions to your agency is specified. To simplify the distribution process, we are suggesting an annual distribution occur automatically in the spring concurrent with other grants awarded from Parsons Area Community Foundation (PACF) funds. The annual amount received is based on PACF's spending policy of granting 3-5% of the average balance of the fund over the prior three years. (To date PACF has allotted 5% each year for distributions but should there be more than two years of poor investment returns, in a given year the percentage could be less than 5%, but no less than 3%).

How would the fund be invested for growth? PACF is a back-office client of the Community Foundation of Greater Des Moines (CFGDM) for accounting and investing services. Agency funds will be placed in the CFGDM investment pools for growth. Currently the PACF Board has its endowed funds invested in a long-term growth portfolio. Agency funds may choose to invest in this same portfolio or choose their own investment mix. The investment fees vary based on portfolio and are embedded in the performance returns.

What other advantages would there be? Agency endowment funds are listed both on the PACF website and in its publications. A fund with PACF provides donors with a further option for current or planned gifts for your specific benefit. Only agency endowments held with PACF are eligible to receive matching funds from donations made during the Giving Tuesday campaign.

Can we liquidate the fund? With a written request and documentation of approval by the majority of your board, once third-party contributions are equal to or greater than your initial contribution to establish the Fund, the initial contribution amount may be distributed back to the agency. *Donations from third party donors, including matching funds from PACF, will be retained in the fund.*

May we still apply for other grant funding from PACF? Yes, having an agency endowment fund would not impact your eligibility to apply for funding from our unrestricted or field of interest funds.

What is the cost? The minimum amount to begin an endowed fund is \$5,000.00. Administration fees are a flat 1% of the fund. While this fee is subject to change, as PACF assets continue to grow, we are striving to lower rather than increase this fee.



KP&F-522 Rev. 12/09

AFFILIATION FOR TRANSFER: KPERS TO KP&F

■ **Contact Us – toll free:** 1-888-275-5737 • **phone:** 785-296-6166 • **fax:** 785-296-6638
e-mail: kpers@kpers.org • **web site:** www.kpers.org • **mail:** 611 S. Kansas Ave., Suite 100, Topeka, KS 66603

Resolution No. 301

Be it resolved, by (legal title of governing body) Altamont Governing Body

that (legal name of entity) City of Altamont, a participating employer,

with the Kansas Public Employees Retirement System hereby makes application in accordance with K.S.A 74-4954(1) and (2)

to become a participating employer in the Kansas Police and Firemen’s Retirement System to provide for the:

1) Inclusion of all its future eligible (mark only one):

- Police Officers
- Firefighters*
- Police Officers and Firefighters*

2) Transfer of the membership of all current (mark only one):

- Police Officers
- Firefighters*
- Police Officers and Firefighters*

presently covered under the Kansas Public Employees Retirement System to the Kansas Police and Firemen’s Retirement System effective January 1, 2025.

Adopted this 14th day of November (month), 2024 (year).

Attested to by

Name (print): Heather Beasley

Title: City Clerk

Signature: _____

State of Kansas _____)

) S S

County of Labette _____)

I, Richard Hayward, do hereby affirm that I am the duly elected or appointed Mayor of the organization known as City of Altamont,

and I further affirm that the above Resolution is a true and correct copy of the Resolution adopted by such organization, and that said Resolution was adopted by a vote of two-thirds or more of the members-elect of the governing body of the organization.

Signature: _____

* Emergency Medical Technicians are included in the definition of firefighter.

RESOLUTION NO. 302

AN RESOLUTION OF THE CITY OF ALTAMONT, KANSAS, AUTHORIZING THE EXECUTION OF THE NINNESCAH FLATS SOLAR PROJECT AGREEMENT BETWEEN THE CITY OF ALTAMONT, KANSAS, AND THE KANSAS MUNICIPAL ENERGY AGENCY; AND MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the Kansas Municipal Energy Agency (“KMEA”) is a municipal energy agency organized and existing under the laws of the State of Kansas, including K.S.A. 12-885 *et seq.*; and

WHEREAS, the City of Altamont, Kansas (the “City”) owns or operates a utility furnishing electricity (the “System”) and the City is a member in good standing of KMEA; and

WHEREAS, the City is authorized to enter into contracts for the supply of electricity from any person, firm, corporation or other municipality for a period not in excess of forty (40) years under K.S.A. 12-825j; and

WHEREAS, KMEA has or expects to enter into a Power Purchase Agreement (the "Purchase Agreement") to purchase up to 90 MW of electric energy, capacity benefits, ancillary services, and excluding environmental attributes related thereto (collectively, the "Energy") from the Ninnescah Flats Solar Facility in Pratt County, Kansas (the "Facility"); and

WHEREAS, KMEA and certain member cities, including the City, desire to form a project, through which member cities who wish to participate will purchase a portion of the Energy from KMEA; and

WHEREAS, City desires to participate in the Ninnescah Flats Solar Project, pursuant to the terms and conditions set forth in the Ninnescah Flats Solar Project Agreement (the "Ninnescah Flats Agreement"), in substantially the form presented to the governing body with this Resolution;

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

Section 1. Approval. The Ninnescah Flatts Agreement is hereby approved in substantially the form presented to the governing body this date.

Section 2. Pledge of Revenues; Obligation to Make Payments. The governing body of the City hereby pledges the gross revenues (the "Revenues") of the City's electric utility system (the “System”) to the City's payment obligations under the Ninnescah Flats Agreement. The payments by the City for electricity under the Ninnescah Flats Agreement shall constitute operating expenses of the System. The obligation of the City to make payments to KMEA under the Ninnescah Flats Agreement, whether or not reduced to judgment, shall not constitute general obligations of the City, and the City shall not be required to make such payments from any source other than the Revenues of the System.

Section 3. Rate Covenant. The City will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the System, including all repairs, alterations, extensions, reconstructions, enlargements or improvements thereto hereafter constructed or acquired by the City, as will produce Revenues sufficient to (a) pay all operating expenses of the System, including the obligation to make the payments required by the Ninnescah Flats Agreement; (b) pay the principal of and interest on all the bonds and any other indebtedness of the System (the “System Indebtedness”) as and when the same become due; and (c) provide reasonable and adequate reserves to satisfy covenants in the resolutions authorizing System Indebtedness and for the general protection and benefit of the System.

Section 4. Execution of Ninnescah Flats Agreement. The Mayor and Clerk are hereby authorized to execute the Ninnescah Flats Agreement in substantially the form presented to the governing body this date, with such changes or additions as the Mayor and Clerk shall deem necessary and appropriate, such official's signature thereon being conclusive evidence of such official's and the City's approval thereof. The Mayor and Clerk are authorized and directed to execute any and all other documents or certificates necessary to effect the purposes set forth in this Resolution and the Ninnescah Flats Agreement.

Section 5. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City.

PASSED by the governing body of the City and signed by the Mayor this 14th day of November, 2024.

(SEAL)

Richard Hayward, Mayor

ATTEST:

Heather Beasley, City Clerk

Ninnescah Flats Solar Project Agreement

between

Kansas Municipal Energy Agency

and

City of Altamont, Kansas

This Ninnescah Flats Solar Project Agreement (“Agreement”) is made this _____ day of _____, 2024, by and between Kansas Municipal Energy Agency, a municipal energy agency organized and existing under the laws of the State, including particularly the Act (hereinafter “KMEA”) and City of Altamont, Kansas, a municipal corporation organized and existing under the laws of the State (hereinafter “City”), (KMEA and City hereinafter referred to collectively as “Parties” or, at times, individually as “Party”).

WITNESSETH:

WHEREAS, KMEA consists of members (the “Members”) which are (i) cities organized and existing under the laws of the State, and (ii) authorized by such laws to engage in the local distribution and sale of electric power and energy; and

WHEREAS, KMEA is authorized by the Act to plan, finance and construct projects for the purchase, sale, generation and transmission of electricity for the purpose of securing an adequate economical and reliable supply of electricity and other energy for its Members; and

WHEREAS, City owns and operates a municipal electric system and is a Member in good standing of KMEA; and

WHEREAS, City is authorized under the laws of the State, including particularly K.S.A. 12-825j and the Act, to contract to buy from KMEA capacity and energy and related products to meet City’s present and future requirements for a period not in excess of forty (40) years; and

WHEREAS, KMEA has entered or expects to enter into a power purchase agreement to acquire up to 90 MW of electric energy, capacity, and ancillary services from the Ninnescah Flats Solar Project in Pratt County, Kansas (the “Facility”) for a period of thirty (30) years commencing on the Delivery Start Date (as defined herein) (the “KMEA-Ninnescah Flats PPA” as defined below in Section 1.20); and

WHEREAS, KMEA’s purchase of entitlements in the Ninnescah Flats Solar Project, as documented in the Ninnescah Flats PPA, excludes environmental attributes associated with the Project; and,

WHEREAS, KMEA desires to form the Ninnescah Flats Solar Project, through which Members who wish to participate will purchase electric energy, capacity, and ancillary services from the Facility; and

WHEREAS, this Agreement is intended to enable KMEA to pass through the benefits and obligations of the KMEA-Ninnescah Flats PPA to City, such that neither KMEA nor City obtains

a benefit or incurs a burden or obligation due to a drafting or other difference between this Agreement and the KMEA-Ninnescah Flats PPA; and

WHEREAS, City desires to participate in the Ninnescah Flats Solar Project, pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises, the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE ONE: DEFINITIONS

Any capitalized words used but not defined in this Agreement or its Schedules shall have the meaning as defined in the KMEA-Ninnescah Flats PPA or the SPP Open Access Transmission Tariff.

1.1 Act shall mean K.S.A. 12-885, *et seq.*, as amended, and all laws amendatory or supplemental thereto.

1.2 Agreement shall mean this Ninnescah Flats Solar Project Agreement between City and KMEA.

1.3 Business Day shall mean any weekday (*i.e.*, other than Saturday or Sunday) that is not a holiday observed by banks in the State.

1.4 City shall mean City of Altamont, Kansas and its permitted successors and assigns.

1.5 City Entitlement shall mean 0.50 megawatt, which is a portion of KMEA's allocated share of the Facility on which the City's entitlements to energy, capacity, and ancillary services and corresponding obligations hereunder are based.

1.6 City Percentage shall be set forth in Schedule 4.1, as attached hereto and expressed as a percentage, which may be modified from time to time.

1.7 Contract Price means \$50.00 per MWh, subject to the adjustments set forth in Sections 11.14 and 11.15 of the KMEA-Ninnescah Flats PPA.

1.8 Delivery Start Date shall mean the "Commercial Operation Date" or if KMEA elects to take "Test Energy" (as both terms are defined in the KMEA-Ninnescah Flats PPA) the date on which Test Energy is available for delivery.

1.9 Effective Date shall mean the date as of which this Agreement has been executed by both Parties, as reflected on the signature page(s).

1.10 "Environmental Attributes" means any current and future emissions, air quality or other environmental attribute, aspect, characteristic, claim, credit, compliance premium, benefit, reduction, offset or allowance, howsoever entitled or designated, resulting from, attributable to or associated with an electric generating facility's benefits to the environment and capable of being measured, verified or calculated, including Renewable Energy Credits and the reporting rights related to any such attributes, aspects, characteristics, claims, credits, benefits, reductions, offsets

or allowances, including the right of a Person to report the ownership thereof in compliance with federal or state law, if applicable, or otherwise to a federal or state agency or any other Person, including under any present or future federal, state or local law, regulation or bill or any international or foreign emissions trading program. Notwithstanding the foregoing, Environmental Attributes do not include any Energy, Ancillary Services, Accredited Capacity, PTCs, ITCs, or any other federal, state or local tax credits, grants or other tax incentives, or other incentives.

1.11 Event of Default shall have the meaning assigned to it in Section 11.1.

1.12 Facility shall mean that portion of the Ninnescah Flats Solar Project located in Pratt County, Kansas to which KMEA has entitlements pursuant to the KMEA-Ninnescah Flats PPA (*i.e.*, such term is intended to have the same meaning in this Agreement as it has in the KMEA-Ninnescah Flats PPA).

1.13 FERC shall mean the Federal Energy Regulatory Commission, or its successor in function.

1.14 Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be acceptable practices, methods or acts generally accepted in the region.

1.15 Governmental Authority shall mean (a) any federal, state, local, municipal or other government or (b) any other governmental, quasi-governmental, regulatory or administrative agency, commission or other authority (including SPP, FERC, NERC and any applicable regional reliability entity) lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, policy, regulatory or taxing authority or power.

1.16 KMEA shall mean the Kansas Municipal Energy Agency, and its permitted successors and assigns.

1.17 KMEA Board of Directors shall mean the KMEA board of directors appointed by each Member pursuant to the provisions of Article V of the KMEA Bylaws and authorized in accordance with Article VII of the Second Amended and Restated Agreement to Create a Municipal Energy Agency.

1.18 KMEA-Ninnescah Flats PPA shall mean the Power Purchase Agreement between KMEA and Ninnescah Flats Solar, as may be amended from time to time.

1.19 Late Interest Rate shall mean, for any date, the lesser of (a) 1/365 of the sum of the per annum prime lending rate as may from time to time be published in *The Wall Street Journal* under "Money Rates" on such day (or if not published on such day on the most recent preceding day on which published) plus two percentage points (200 basis points) and (b) the maximum rate permitted by applicable law. In applying the Late Interest Rate, interest shall be compounded daily. In the event that the prime lending rate is no longer published in *The Wall Street Journal*, KMEA and the Participants will select an appropriate replacement source for the prime rate.

1.20 Members shall mean all members of KMEA, including City, all being municipal corporations or boards of public utilities, in either case (a) organized and existing under the laws of the State and (b) authorized, under the laws of the State, to engage in the local distribution and sale of electric power and energy.

1.21 Ninnescah Flats Solar shall mean Ninnescah Flats Solar, LLC.

1.22 Ninnescah Flats Solar Entitlement shall mean the attributes of the Facility to which KMEA is entitled as a result of the KMEA-Ninnescah Flats PPA, including electric energy, capacity, and ancillary services, and not including the Facility's Environmental Attributes.

1.23 Ninnescah Flats Solar Project shall mean the KMEA project created pursuant to this Agreement and the other Ninnescah Flats Solar Project Agreements for the relevant Members' purchase from KMEA of KMEA's Ninnescah Flats Solar Entitlement.

1.24 Ninnescah Flats Solar Project Agreement shall mean this Agreement or any substantially identical agreement entered into by KMEA with another Participant.

1.25 NERC shall mean the North American Electric Reliability Corporation.

1.26 Participant(s) shall mean City and/or one or more other Members who have executed a Ninnescah Flats Solar Project Agreement that is then in effect.

1.27 Payment Default shall have the meaning assigned to it in Section 11.1(a).

1.28 Person shall mean an individual, a corporation, a partnership, a limited liability company, an association, a joint-stock company, a trust, an unincorporated organization or any government or political subdivision thereof.

1.29 SPP shall mean Southwest Power Pool, Inc., or any successor thereto.

1.30 State shall mean the State of Kansas.

1.31 Term shall mean the period in which this Agreement is in effect as set forth in Article Two.

1.32 Transfer shall have the meaning assigned to it in Section 9.1.

1.33 Transferee shall mean a Person to whom a Transfer is permitted and to whom a Transfer is made or proposed to be made, pursuant to Article Eleven.

1.34 Transferor shall mean a Party making or proposing to make a Transfer to another Person pursuant to Article Eleven.

ARTICLE TWO: TERM

2.1 Term. This Agreement shall be effective and binding upon execution by both of the Parties as reflected on the signature page(s) below, and (absent earlier termination as permitted hereunder) shall continue in effect until the earlier of (a) the end of the delivery period and final billings, or (b) termination of the KMEA-Ninnescah Flats PPA. Deliveries shall commence on the

Delivery Start Date and continue through the earlier of (a) a period of thirty (30) years or (b) the termination of the KMEA-Ninnescah Flats PPA. Notwithstanding the foregoing, this Agreement is conditioned upon the Ninnescah Flats Solar Project receiving all approvals necessary under the Ninnescah Flats Solar PPA. In the event that such approvals are not achieved and the Ninnescah Flats Solar PPA is terminated as a result, this Agreement will become null and void and of no force or effect.

ARTICLE THREE: RELATIONSHIP TO OTHER CONTRACTS

3.1 Other Ninnescah Flats Solar Project Agreements. Except for the identity of the Participants and each City Entitlement and City Percentage (and, as applicable, other information specific to each individual Participant), this Agreement is and shall remain identical to the other Ninnescah Flats Solar Project Agreements.

3.2 Relationship to SPP Markets. The Parties agree that this Agreement is premised on the continuing ability of KMEA to implement the Ninnescah Flats Solar Project within the transmission footprint of SPP and the operation of SPP's centralized markets. If, during the Term, the Facility is no longer located within the SPP footprint or otherwise operating within SPP's centralized markets, or if the City's load will no longer be located within SPP, or if for any other reason the implementation of the Ninnescah Flats Solar Project will no longer be conducted within SPP's centralized markets, then the Parties agree to undertake in good faith negotiations to amend this Agreement to provide for physical delivery to the City of its properly allocable share of the products available from the Facility, or otherwise to provide City with its properly allocable share of benefits from the Ninnescah Flats Solar Project, through means consistent with then-applicable tariffs. The Parties acknowledge that no such amendments shall diminish City's obligation to make payments to KMEA as required pursuant to Article Five.

3.3 No Ownership Interest Conveyed. This Agreement does not create any ownership or leasehold rights on the part of City with respect to the Facility.

ARTICLE FOUR: NINNESCAH FLATS SOLAR PROJECT OPERATIONS AND CITY PARTICIPATION

4.1 City's Entitlement. Beginning on the Delivery Start Date, City shall purchase its City Percentage of the capacity, energy and other attributes of the Facility that are available to KMEA pursuant to the terms and conditions of the KMEA-Ninnescah Flats PPA. It is the intent of KMEA and the City that the benefits and obligations accruing to KMEA shall be flowed through to the City pursuant to this Agreement. Accordingly, in the event of a conflict between the terms of this Agreement and the KMEA-Ninnescah Flats PPA, the Parties to this Agreement shall look to the terms of the KMEA-Ninnescah Flats PPA to attempt to resolve such conflict. The City Entitlements and City Percentages of all Participants shall be set forth in Schedule 4.1 attached to this Agreement. KMEA will update Schedule 4.1 periodically as necessary, including without limitation to reflect changes resulting from actions taken pursuant to Section 9.4, Section 11.4, and/or any other applicable provision of this Agreement.

4.2 SPP Operations

(a) The Parties acknowledge that (i) the actual capacity and energy available from KMEA's Ninnescah Flats Solar Entitlement at any given time will be a function of the Facility's then-available capability, the manner in which KMEA's portion of the Facility is offered into the SPP markets, and SPP's market dispatch, and (ii) the City

Percentage of the SPP-accredited capacity of the Facility to which City is entitled at any given time is likely to be less than City's Entitlement (which is based on nameplate capacity).

(b) All revenues received by KMEA and costs incurred by KMEA related to energy and ancillary services transactions in SPP in connection with the Facility will be allocated among the Participants based on their City Percentages, subject to Section 11.3 and other relevant provisions of Article Eleven if a Participant is in default under this Agreement. Each month, KMEA shall distribute to City its share of net revenues received by KMEA from SPP for sales of energy and ancillary services available from the Facility in the form of a credit on the monthly invoice rendered pursuant to Section 6.1.

(c) Unless KMEA is the load responsible entity ("LRE") for all of the Participants, then KMEA shall develop procedures by which KMEA will enable each LRE Participant (or the Market Participant representing it, which in some cases may be KMEA) to report its City Percentage of KMEA's Ninescah Flats Solar Entitlement to the SPP-accredited capacity associated with the Facility for purposes of any applicable resource-adequacy provisions of the SPP tariff.

4.3 No Environmental Attributes. The Parties acknowledge that the KMEA-Ninescah Flats PPA does not convey any rights to Environmental Attributes. City shall not claim the Environmental Attributes or other "renewable energy," "green energy," "clean energy," or similar attributes retained by Ninescah Flats Solar. City shall not make or originate any marketing claim, public statement, or representation that may diminish the value, marketability or use of the Ninescah Solar Project's Environmental Attributes. City shall cause a public statement to be redacted, removed, ceased, revised, corrected, or updated from or on any public forum promptly upon written notice from KMEA to avoid a double-counting claim. City shall indemnify KMEA from any claims arising out of City's breach of its obligations under this Section 4.3.

ARTICLE FIVE: COST RESPONSIBILITY

5.1 General Principle. It is the Parties' intention that City will be responsible for its allocable share (as determined pursuant to this Article Five) of (a) the energy charges KMEA incurs in connection with the KMEA's Ninescah Flats Solar Entitlement, (b) all other charges KMEA incurs under or in connection with the KMEA-Ninescah Flats PPA, and (c) KMEA's administrative and other reasonable costs associated with its operation of the Ninescah Flats Solar Project (which shall include an allocable share of KMEA's general costs of providing services that are not directly assignable to any given project). City's obligation to pay for its allocable share of such costs shall be effective upon the Effective Date of this Agreement and continue until all amounts due hereunder are paid in full notwithstanding the occurrence of any event, the availability of the Facility, or the taking of any action permitted by this Agreement. The provisions that follow are intended to implement, but not to narrow, this intention.

5.2 Cost Responsibility for Ninescah Flats Solar Project Costs. Starting with the first month following the Delivery Start Date, City shall pay energy charges, transmission charges as may be applicable, and administrative charges that reflect its properly allocable share of all of KMEA's net costs related to the Ninescah Flats Solar Project.

(a) Each month, City's Ninescah Flats Solar Project energy charge shall be calculated as the City Percentage of the total of KMEA's "Monthly Payments" (as defined in the KMEA-Ninescah Flats PPA) payment to Ninescah Flats Solar

associated with the Facility for the preceding month, as charged to KMEA under the KMEA-Ninnescah Flats PPA. For information purposes only, KMEA will pay the Contract Price for its share of the energy actually delivered from the Facility, which will form the basis for City's monthly payment obligation hereunder.

(b) Each month, City's Ninnescah Flats Solar Project transmission charge shall be its properly allocable share of any applicable transmission-related costs paid by KMEA for the month that are directly related to the Ninnescah Flats Solar Project and that are not otherwise reimbursed to KMEA by the City pursuant to any other agreement between the Parties. Such transmission-related costs may include, without limitation, SPP study costs, costs of upgrades, and any costs associated with Auction Revenue Rights, Transmission Congestion Rights or Long-Term Congestion Rights, in each case arising in connection with the Ninnescah Flats Solar Project.

(c) City's administrative charge each month shall be (i) an amount established by KMEA from time to time based on KMEA's Budget, plus (ii) where applicable, City's portion of KMEA's costs incurred in the prior month that are related to the Ninnescah Flats Solar Project but were not included in KMEA's Budget.

5.3 City Obligation to Establish Rates and Pay Allocable Share of KMEA's Costs.

(a) All amounts payable by City for its allocable share of all of KMEA's net costs related to the Ninnescah Flats Solar Project shall be due whether or not the Facility is operating or operable or its output is suspended, interrupted, interfered with, reduced or curtailed or terminated in whole or in part, and such payments shall not be subject to any reduction, whether by offset, counterclaim, recoupment or otherwise, and shall not be conditioned upon the performance or nonperformance of KMEA, or any other person under this agreement or the KMEA-Ninnescah Flats PPA, or any other agreement for any cause whatsoever.

(b) Payments made by City under this agreement to or on KMEA's behalf, whether or not reduced to judgment, shall be made as operating expenses from the revenues of City's electric utility system and from other funds of City's electric system legally available for the payment of costs and expenses of its electric system, and shall be in addition to, and not in substitution for, any other payments, whether on account of dues or otherwise, owed by City to KMEA. City's obligation to make payments under this Agreement to KMEA, whether or not reduced to judgment, shall not constitute general obligations of City, and City shall not be required to make such payments from any source other than the revenues and funds mentioned in the preceding sentence.

(c) City shall establish, impose, maintain, enforce, and collect rates, fees, and charges for electric power and energy to its customers which shall provide City with revenues sufficient to meet its obligations to KMEA under this Agreement, and shall pay all such obligations from, or constitute a charge or lien on, the gross revenues of City's municipal electric system.

ARTICLE SIX: BILLING AND PAYMENTS

6.1 Timing and Method of Invoices. Charges will be billed to City each calendar month, based on KMEA's Ninnescah Flats Solar Project costs for the preceding month. KMEA shall prepare and render such monthly invoices based on its actual payment of charges assessed to KMEA for the preceding month under the KMEA-Ninnescah Flats PPA. KMEA shall provide each monthly invoice by e-mail to the City on or before the last Business Day of the month.

6.2 Timing and Method of Payments. City shall pay the invoiced amount by the last Business Day of the month (provided, however, that the City shall not have less than seven (7) Business Days after issuance of the invoice in which to make its payment), via a bank wire transfer or ACH debit to KMEA's bank account in accordance with the instructions provided in writing by KMEA. Interest shall be payable on all amounts not paid on or before the payment due date, over the actual number of days elapsed from the payment due date to the date such amounts are paid, at the Late Interest Rate.

6.3 True-Ups. To the extent any portion of a monthly invoice is based on KMEA's budget or other estimates or projections, KMEA shall true up the related charges as soon as practicable after it has the necessary information regarding actual costs. Any overpayments by City shall be credited on the next invoice provided to City, and any underpayments shall be added to the next invoice provided to City.

6.4 Disputes. If City disputes any bill issued hereunder or the existence or extent of any obligation to make any payment hereunder, it shall nevertheless make payment of all bills when due in full with a written protest, submitted at the time of or subsequent to such payment, directed to KMEA. Any such protest shall be subject to the limitations set forth in Section 6.6. When any dispute regarding payment is resolved, any refunds due shall be paid (or credited) within ten (10) days thereafter, based upon the actual number of days elapsed from the date paid until the date refunded or offset.

6.5 Audits. Not more than once a year, one or more of the Participants may conduct an audit of (i) records maintained by KMEA in connection with the Ninnescah Flats Solar Project, and (ii) all costs charged to each Participant. If City wishes to initiate such an audit, it shall offer the other Participants the opportunity to participate. The costs of such audits shall be borne by the Participants that agree to participate in the audit, either directly or through reimbursement to KMEA. KMEA shall cooperate with one such audit in any given twelve-month period, by making available documents and other information reasonably requested in connection therewith, during normal business hours.

6.6 Restriction on Challenges. No challenge may be raised by the City with respect to the validity of costs incurred by KMEA under the KMEA-Ninnescah Flats PPA (including challenges to the correctness and/or prudence of such costs) except to the extent that KMEA can in turn raise the challenge under the KMEA-Ninnescah Flats PPA, and the resolution of any such challenge under the KMEA-Ninnescah Flats PPA shall be dispositive as between City and KMEA.

6.7 Pass-Through of Refunds or Damages. If, pursuant to the KMEA-Ninnescah Flats PPA, KMEA receives any refund or payment for damages (as opposed to credits against its monthly bills, which will simply reduce KMEA's costs to be passed through to City hereunder) of any of its Ninnescah Flats Solar Project costs, it shall promptly pay to City an allocable share of such refund

or damages based on the same methodology and percentage or billing determinant(s) that were originally used to collect from City the charges to which the refund relates.

6.8 Future Prepay Agreements. In the event that KMEA participates in a future prepay agreement, any discount associated with that prepay will be netted against the City's cost responsibility identified in Section 5.2.

ARTICLE SEVEN: INFORMATION REGARDING NINNESCAH FLATS SOLAR PROJECT

7.1 Provision of Information on Ninnescah Flats Solar Project. KMEA will make reasonable efforts to obtain any specific Facility information requested by City regarding the Ninnescah Flats Solar Project.

7.2 KMEA Budget. KMEA's annual budget will include allocations to the Ninnescah Flats Solar Project. City shall have the right to review and have input on the KMEA budget via the KMEA Board of Directors.

7.3 Confidentiality. The Parties recognize that some or all of the information provided by KMEA to City hereunder, either orally or in writing, will be deemed confidential and subject to certain restrictions pursuant to the KMEA-Ninnescah Flats PPA. City hereby agrees to abide by all such restrictions on the use of confidential information it obtains hereunder. The confidentiality provisions of the KMEA-Ninnescah Flats PPA are set forth in Schedule 7.3 attached hereto and made a part hereof by reference. If any subsequent amendment to the KMEA-Ninnescah Flats PPA modifies such provisions, Schedule 7.3 shall be deemed to be automatically amended to reflect the then-current confidentiality provisions. The Parties recognize that any confidentiality restrictions hereunder must be consistent with applicable Kansas laws on open records and open meetings.

ARTICLE EIGHT: LIABILITY AND INDEMNIFICATION

8.1 General Indemnification of KMEA. City expressly agrees, proportionate to the City's Percentage and to the fullest extent permitted by law, to indemnify, hold harmless and defend KMEA against any and all claims, liability, costs or expenses (including without limitation attorneys' fees and expenses) for loss, damage or injury to persons or property in any manner directly or indirectly connected with or growing out of the KMEA-Ninnescah Flats PPA, KMEA's participation in the Ninnescah Flats Solar Project, and/or the generation, transmission or distribution of capacity and energy from the Facility, unless such loss, damage or injury is the result of bad faith, gross negligence, or reckless or willful misconduct of KMEA or its employees acting within the course and scope of their employment.

8.2 Waiver of Indirect Damages. To the fullest extent permitted by law, neither Party shall be liable to the other for punitive, indirect, exemplary, consequential, or incidental damages arising in connection with this Agreement.

8.3 Waiver of Sovereign Tort Immunity. Nothing herein shall be construed as a waiver by City of the sovereign tort immunity granted to City under the laws of the State.

ARTICLE NINE: ASSIGNMENT

9.1 General Limitations on Transfers. Except as otherwise provided in this Article Nine, neither Party may sell, lease, assign, transfer, convey or otherwise dispose of in any manner, directly or indirectly (collectively, "Transfer") all or any part of its rights, obligations, benefits, advantages, titles and interest in this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed, and any such Transfer in contravention of this Article Nine shall be null and void *ab initio*. For purposes of this Section 9.1, any ground that is reasonably likely to have an adverse effect on the non-transferring Party may constitute a ground for withholding or conditioning its consent and shall be described to the Transferor in reasonable detail if consent is denied.

9.2 Notice of Proposed Transfer. If a Party desires to Transfer its interest in this Agreement, then no less than sixty (60) days prior to such proposed Transfer, the Transferor shall provide written notice thereof to the other Party. The notice shall identify the proposed Transferee and the date on which the Party proposes to effect the Transfer.

9.3 Transfers by KMEA.

(a) In connection with any Transfer by KMEA of its Ninnescah Flats Solar Entitlement to any Person into which KMEA is merged or that otherwise acquires or succeeds to the entirety of KMEA's business, KMEA shall assign this Agreement and Transfer all of its rights and obligations hereunder to such Person. KMEA shall not be required to obtain City's consent for any such Transfer (provided, however, that nothing in this Section 9.3(a) shall affect the rights of City with respect to any vote of the KMEA Board of Directors regarding the proposed merger or other transaction of which the Transfer is a part).

(b) Any other Transfer by KMEA of its Ninnescah Flats Solar Entitlement to any successor or assignee shall require the consent of all Participants. In connection with any such assignment, KMEA shall assign this Agreement and Transfer all of its rights and obligations hereunder to such successor or assignee.

9.4 Transfers by City. If City proposes to Transfer its interest in this Agreement, KMEA shall have the right to terminate this Agreement effective as of the proposed Transfer date, with the result that KMEA re-acquires the rights to the City Entitlement, and that City is released from its obligations hereunder. If KMEA chooses to exercise this right, it shall provide notice of its election to City no later than thirty (30) days after receiving the notice provided by City pursuant to Section 9.2. If KMEA chooses not to exercise this right, the proposed Transfer may go forward if KMEA consents. The Parties acknowledge and agree that any such consent may reasonably be conditioned on such matters as the Transferee's creditworthiness. If City Transfers any portion of its participation interest in the Ninnescah Flats Solar Project to another Person or if KMEA exercises its option to terminate this Agreement and re-acquire the rights to the City Entitlement, KMEA shall prepare a revised Schedule 4.1 reflecting the current Participant identities and, where applicable, the revised City Entitlements and City Percentages of all Participants.

9.5 Conditions Required for Permitted Transfers. As a condition precedent to any permitted Transfer hereunder:

(a) at the time of the Transfer, either (i) the Transferor must not be in default of any of its material obligations under this Agreement or (ii) such default must be cured on or prior to the date of the Transfer; and

(b) the Transferor shall deliver to the other Party documents satisfactory to it evidencing Transferee's acceptance of the Transfer and assumption of all of the Transferor's obligations under this Agreement.

ARTICLE TEN: DISPUTE RESOLUTION

10.1 Dispute Notice. If a dispute arises between the Parties, then the aggrieved Party may provide written notice thereof to the other Party, including a detailed description of the subject matter of the dispute.

10.2 Negotiations. Representatives of the Parties shall in good faith attempt to resolve such dispute by informal negotiations within ten (10) Business Days from the date of receipt of a dispute notice under Section 10.1.

10.3 Involvement of Senior Executives. If the dispute is not resolved within ten (10) Business Days following receipt of the dispute notice or such later date as the Parties may mutually agree, then each Party shall promptly designate its most senior executive responsible for the subject matter of the dispute who shall have authority to resolve the dispute. The senior executives shall obtain such information as may be necessary to inform themselves of the substance and particulars of the dispute and shall meet within twenty (20) Business Days, at a time and place mutually acceptable to the senior executives.

10.4 Arbitration. If the senior executives are unable to resolve the dispute within twenty (20) Business Days of their first meeting or such later date as the senior executives may mutually agree, then the dispute shall, subject to Section 10.5, be resolved solely and exclusively by binding arbitration, using the following procedures (absent agreement of the Parties to different procedures).

(a) The arbitration shall be conducted before a panel of three arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect, except as modified herein. The Party seeking relief from the other Party shall prepare and submit a request for arbitration (the "Demand"), which will include statements of the facts and circumstances surrounding the dispute, the legal obligation breached by the other Party, the amount in controversy and the requested relief. The Demand shall be accompanied by all relevant supporting documents.

(b) Unless the dispute uniquely affects just one Participant, each other Participant that is affected by the dispute shall, for purposes of a particular arbitration, declare which Party it supports. In applying the provisions of this Section 10.4, each reference to a "Party" will be deemed to include all aligned Participants, and the aligned parties shall act in a collective manner to exercise their rights and fulfill their obligations hereunder. A Participant that elects not to participate will nonetheless be bound by the outcome of the arbitration.

(c) Arbitration shall be held in Johnson County, Kansas. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1 et seq. Notwithstanding references herein to use of the AAA Commercial Arbitration Rules and possible AAA

selection of arbitrators, it is not the Parties' intention to require use of AAA or any other organization to administer any arbitration.

(d) The Party asserting a claim for relief and the Party opposing such relief shall each select one arbitrator within ten (10) days of the receipt of the Demand, or if such Party fails to make such selection within ten (10) days from the receipt of the Demand, the AAA shall make such appointment upon the written request of the other Party. The two arbitrators thus appointed shall select the third arbitrator, who shall act as the chairman of the panel. If the two arbitrators fail to agree on a third arbitrator within thirty (30) days of the selection of the second arbitrator, the AAA shall make such appointment.

(e) The award shall be in writing (stating the award and the reasons therefor) and shall be final and binding upon the Parties, and shall be the sole and exclusive remedy regarding any claims, counterclaims, issues, or accountings presented to the arbitration panel. The arbitration panel shall be authorized in its discretion to grant pre-award and post-award interest at commercial rates. Judgment upon any award may be entered in any court having jurisdiction.

(f) This Agreement and the rights and obligations of the Parties shall remain in full force and effect pending the award in any arbitration proceeding hereunder.

(g) Unless otherwise ordered by the arbitrators, each Party shall bear its own costs and fees, including attorneys' fees and expenses. The Parties expressly agree that the arbitrators shall have no power to (1) consider or award any form of damages barred by Section 8.2, or any other multiple or enhanced damages, whether under statutory or common law, or (2) require any modifications to this Agreement.

(h) Each Party understands that it will not be able to bring a lawsuit concerning the affected dispute, except as necessary to enforce this Section 10.4 or an arbitration award.

10.5 Agency Jurisdiction. Notwithstanding anything to the contrary in Section 10.4, the Parties acknowledge and agree that a dispute over which a Governmental Authority has exclusive jurisdiction shall, in the first instance, be brought before and resolved by such Governmental Authority.

ARTICLE ELEVEN: DEFAULT AND REMEDIES

11.1 Events of Default. The following shall be Events of Default under this Agreement:

(a) The failure of City to make a payment when due under this Agreement (a "Payment Default"); or

(b) Assignment of this Agreement by City other than as permitted pursuant to Article Nine or any other action or omission by City that would cause KMEA to be in breach of any provision of the KMEA-Ninnescah Flats PPA; or

(c) The failure of a Party to perform or abide by any other material obligation under this Agreement within 60 days of receipt of written notice of non-performance; *provided, however*, that if such default cannot be cured within such

60-day period, no Event of Default shall occur for so long as the non-performing Party is diligently pursuing a cure, and such non-performance is curable; or

(d) The commencement, with respect to a Party, by such Party or by another person or entity of a bankruptcy, reorganization, moratorium, liquidation or similar insolvency proceeding or other relief under any bankruptcy or insolvency law affecting creditors' rights or a petition is presented or instituted for its winding-up or liquidation.

11.2 Remedies. If a Party fails to perform or breaches any of its material obligations under this Agreement, then the non-defaulting Party shall be entitled to exercise all remedies available to it at law or in equity (except as limited in Section 8.2 and Section 11.5, and subject to the provisions of Section 10.4). The Parties acknowledge and agree that monetary damages may not be an adequate remedy at law for the failure of a Party to perform certain material obligations under this Agreement, and under such circumstances, the non-defaulting Party shall have the right to specific performance by the defaulting Party of such obligations under this Agreement.

11.3 Suspension of City Entitlement. If City has committed a Payment Default, KMEA may temporarily suspend City's right to receive its City Entitlement and the associated City Percentage of revenues and benefits. Such suspension shall continue until the earlier of (i) City shall have cured such Payment Default or (ii) City's project share has been permanently transferred or sold.

11.4 Termination of Participation. If at any time City fails to cure a Payment Default within sixty (60) days after notice of City's non-payment has been provided by KMEA, City's participation in the Ninnescah Flats Solar Project shall immediately and permanently be terminated; provided, however, City's obligation to make payments under this Agreement shall not be eliminated or reduced. KMEA shall promptly provide notice of any such termination to all Participants.

11.5 No Termination by City. In response to any Event of Default by KMEA, City shall not have the right to terminate this Agreement.

11.6 No Liability of KMEA Relating to Provision of Information. Notwithstanding any provision to the contrary contained in this Agreement, the Parties acknowledge and agree that KMEA shall not be liable for monetary damages to City arising from or in connection with any reports, notices, certificates, documents, information or data of any kind or nature (whether or not prepared by or on behalf of KMEA) provided to City pursuant to or in connection with this Agreement.

ARTICLE TWELVE: REPRESENTATIONS AND WARRANTIES

12.1 KMEA's Representations. KMEA hereby makes the following representations, warranties and covenants to City as of the Effective Date and through the end of the Term:

(a) KMEA is a governmental entity and body public and corporate duly organized, validly existing and in good standing under the laws of the State, and has the legal power to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

(b) The execution, delivery and performance by KMEA of this Agreement have been duly authorized by all necessary action.

(c) This Agreement constitutes the legal, valid and binding obligation of KMEA, enforceable in accordance with its terms.

(d) There is no pending, or to the knowledge of KMEA, threatened action or proceeding affecting KMEA before any Governmental Authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof. Notwithstanding the foregoing, KMEA's sole continuing covenant with respect to this Section 12.1(d) shall be to take all necessary and reasonable actions to defend the enforceability and validity of this Agreement and aggressively defend any lawsuit involving or related to this Agreement.

12.2 City's Representations. City hereby makes the following representations, warranties and covenants to KMEA as of the Effective Date and through the end of the Term:

(a) City is a municipal corporation of the State, and has the legal power to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

(b) The execution, delivery and performance by City of this Agreement have been duly authorized by all necessary action.

(c) This Agreement constitutes the legal, valid and binding obligation of City, enforceable in accordance with its terms.

(d) There is no pending, or to the knowledge of City, threatened action or proceeding affecting City before any Governmental Authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof. Notwithstanding the foregoing, City's sole continuing covenant with respect to this Section 12.2(d) shall be to take all necessary and reasonable actions to defend the enforceability and validity of this Agreement and aggressively defend any lawsuit involving or related to this Agreement.

(e) City is and shall remain throughout the term of this Agreement a Member of KMEA.

(f) City will establish, maintain and collect such rates, fees and charges for the electric service of its electric utility system so as to provide revenues at least sufficient to enable City to make all payments required to be made by it under this Agreement and any other agreements with respect to its electric utility.

(g) The obligations of City to make payments under this Agreement shall be limited to the obligation to make payments from revenues of its electric utility system and available electric utility system reserves. All payments made by City pursuant to this Agreement shall constitute operation and maintenance expenses of its electric utility system. The City shall not be obligated to levy any taxes for the purpose of paying any amount due under this Agreement. The City shall not issue

any evidence of indebtedness with a lien on electric system revenues that is prior to the payment of operating and maintenance expenses.

(h) The City covenants to maintain its electric system in good repair in accordance with Good Utility Practice, to cooperate with KMEA, and to keep accurate records and accounts.

(i) The City shall not sell, lease or otherwise dispose of all or substantially all of its electric system, nor shall the City assign all or any part of its City Entitlement or any or all of its interests under this Agreement, except upon the approval of KMEA pursuant to Article 9, such approval not to be unreasonably withheld or delayed.

(j) City's electric utility system shall not be made a part of an integrated utility system subsequent to the Effective Date of this Agreement if, in the opinion of a consulting engineer of national reputation selected by KMEA, the revenues of any other utility system(s) to be so integrated would not reasonably be expected to equal or exceed the costs and expenses thereof.

ARTICLE THIRTEEN: CREDITWORTHINESS

City shall provide such financial information and operating data as KMEA is required to obtain from City under the KMEA-Ninnescah Flats PPA or any rules or regulations applicable to KMEA related to the Ninnescah Flats Solar Project.

ARTICLE FOURTEEN: MISCELLANEOUS

14.1 Applicable Law. The rights and obligations of the Parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State, without regard to conflicts of law doctrines.

14.2 Jury Trial. Each of the Parties waives to the fullest extent permitted by law any right to a trial by jury in any action or proceeding to enforce or defend any rights under this Agreement or under any amendment, instrument, document or agreement delivered or which may in the future be delivered in connection with this Agreement and agrees that any such action or proceeding shall be tried before a court and not before a jury.

14.3 Notices. Unless otherwise expressly provided for in this Agreement, all communications and notices to a Party in connection with this Agreement shall be in writing, and any such notice shall become effective (a) upon personal delivery thereof, including by overnight mail or next Business Day or courier service, (b) in the case of notice by United States mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof, or (c) in the case of email, upon transmission thereof, provided that in addition to such transmission a confirmation copy of the notice is also provided by either of the methods set forth in clause (a) or (b) above. All notices provided by the means described in clauses (a), (b), or (c) above shall be addressed as follows, or to such other address as any Party may designate by written notice to the other Parties.

For notice to KMEA:

Kansas Municipal Energy Agency
6300 West 95th Street
Overland Park, KS 66212
Email: mahlberg@kmea.com

Attention: General Manager

For notice to City:

City of Altamont, Kansas
407 S Huston
PO Box 305
Altamont, KS 67330
Email: cityoffice@altamontks.com

Attention: City Clerk

14.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

14.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law; but if any provision of this Agreement shall be prohibited by or deemed invalid under any applicable Law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

14.6 Parties Bound. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.

14.7 Third-Party Beneficiaries. Except as expressly provided herein, none of the provisions of this Agreement are intended for the benefit of any Person other than the Parties, their respective successors and permitted assigns.

14.8 Entire Agreement. This Agreement states the rights of the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, oral or written, with respect thereto.

14.9 Headings and Table of Contents. Section headings and the table of contents used in this Agreement (including headings used in any schedules and/or exhibits attached hereto) are for convenience of reference only and shall not affect the construction of this Agreement.

14.10 Schedules and Exhibits. The schedules and exhibits hereto, together with all attachments referenced therein, are incorporated herein by reference and made a part hereof.

14.11 Amendments and Waivers.

(a) Except as expressly provided with respect to updates of Schedules 4.1 and 7.3, this Agreement may not be amended, supplemented or otherwise modified, other than pursuant to an instrument or instruments in writing executed by the Parties.

(b) No waiver by either Party of any one or more defaults by the other Party in the performance of any of the provisions of this Agreement shall be construed as a waiver of any other default or defaults whether of a like kind or different nature. Any delay, less than any applicable statutory period of limitations, in asserting or enforcing any rights under this Agreement shall not be deemed a waiver of such rights. Failure of either Party to enforce any provisions hereof shall not be construed to waive such provision, or to affect the validity of this Agreement or any part thereof, or the right of the Party thereafter to enforce each and every provision thereof.

14.12 Survival. Except for Section 4.1, Articles Five and Six (to the extent applicable to obligations arising prior to termination), the confidentiality requirements in Article 7.3, and Articles Eight, Ten and Eleven, which shall survive termination of this Agreement, and except as otherwise expressly provided in this Agreement, the representations, warranties and obligations of each Party contained in this Agreement shall not survive the termination of this Agreement either in its entirety or as to a particular Party in accordance with its terms.

14.13 Further Assurances. Each Party shall promptly and duly execute and deliver such further documents and assurances for and take such further actions reasonably requested by the other Party, all as may be reasonably necessary to carry out the purposes of this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed and delivered under seal by its duly authorized representative as of the date set forth below.

KANSAS MUNICIPAL ENERGY AGENCY

By: _____
Name: Paul N. Mahlberg
Title: General Manager
Dated: _____

CITY OF ALTAMONT

By: _____
Name: _____
Title: Mayor

[SEAL]

Attest: _____
Name: _____
Title: City Clerk

Dated: _____

SCHEDULE 4.1

CITY	CITY ENTITLEMENT (Megawatts)	CITY PERCENTAGE
City A	—	___%
City B	—	___%
City C	—	___%
City D	—	___%
City E	—	___%
City F	—	___%
City G	—	___%
City H	—	___%
City Z	—	___%
TOTALS	—	100.000%

[This Schedule 4.1 will be provided after all City Participants have been determined.]

SCHEDULE 7.3 CONFIDENTIALITY

Obligation of Confidentiality. Each Party shall hold in confidence all Confidential Information of the other Party. The obligation of confidentiality extends to all Confidential Information, whether exchanged orally or in written or electronic form, and whether or not designated at the time exchanged as confidential. The obligations of the Parties hereunder shall survive for a period of three (3) years following termination or expiration of this Agreement.

Permitted Disclosure. Each Party has the right to disclose Confidential Information of the other Party to (i) a Governmental Authority or any person filing an open records request under the Kansas Open Records Act (Kan. Stat. Ann. § 45-214 et seq.) to the extent such disclosing Party determines, in its reasonable judgment, such disclosure to be legally required by the Governmental Authority or Applicable Law on the condition that, if appropriate, commercially reasonable efforts are undertaken to receive confidential treatment by such Governmental Authority; (ii) its advisors, auditors, legal counsel, and insurers; (iii) its Affiliates and its and their respective officers, directors, members, managers, employees and agents that have a need to know such information; (iv) its service providers to the extent required in connection with the performance of its obligations hereunder; (v) its partners, investors, lenders and bona fide potential investors and lenders; and (vi) bona fide potential purchasers and their representatives of an interest in the receiving Party or, with respect to Seller, the Facility.

Liability for Breach. Each Party, as the receiving Party, is liable for any failure by a recipient of Confidential Information disclosed by the receiving Party (other than a Governmental Authority or person provided such Confidential Information pursuant to a Kansas Open Records Act request) to maintain the confidentiality of such Confidential Information in accordance with the requirements of this Section.

Remedies. The Parties are entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, the confidentiality obligations contained herein.

Prior Agreements. To the extent that (i) the Parties are party to any confidentiality or non-disclosure agreement related to the subject matter of this Agreement, any such agreement between the Parties is replaced by the confidentiality provisions of this Section, and (ii) the Parties are otherwise bound by or subject to the terms of an agreement regarding confidentiality or non-disclosure, as between the Parties, such other agreement will no longer apply to this Agreement, and the obligations of the Parties regarding confidentiality will instead be replaced by the obligations under this Section.

“Confidential Information” means information provided by one Party to the other in connection with this Agreement including (i) this Agreement (which is the Confidential Information of both Parties), including the pricing and other commercial terms hereof; (ii) the content of documents, ideas, business methods, finances, prices, business plans, financial development plans, manpower plans, customer lists or details, computer systems, software, know-how, trade secrets or other matters of the disclosing Party; and (iii) other information related to or disclosed in connection with this Agreement. Notwithstanding the foregoing, “Confidential Information” does not include information that (x) at the time of disclosure is, or thereafter becomes, generally available to, or known by, the public other than as a result of a disclosure by the receiving Party or its representatives in violation of this Agreement; (y) was provided to the receiving Party from a source other than the disclosing Party not known to be subject to any confidentiality obligation to the disclosing Party; or (z) was otherwise independently acquired or developed by the receiving

Party without reference to the Confidential Information of the disclosing Party or otherwise vAltamonting its obligations under this Agreement.

“Governmental Authority” means any federal or state government, political subdivision thereof, or regulatory or quasi-regulatory authority, including SPP, NERC, applicable regional reliability organization, and any municipality, township or county, or any Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any Person owned or controlled by any of the foregoing.

NEIGHBORHOOD
REVITALIZATION
PLAN



OF THE
City of Altamont
2025 - 2029

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ARTICLE A. PURPOSE AND FACTUAL FINDINGS

- A-1. **GENERAL.** Through this plan the City Council intends to promote the revitalization and development of the neighborhoods within the City of Altamont by stimulating new construction and rehabilitation or redevelopment of the area in order to protect the public health, safety, or welfare of the residents of the city.
- A-2. **COUNCIL ACTION.** Following the provisions of K.S.A. 12-17,114 *et seq.*, the City Council held a public hearing August 8, 2024, and considered the existing conditions and alternatives with respect to the designated area, the criteria and standards for a tax rebate, and the necessity for interlocal cooperation with the other taxing units.

ARTICLE B. PROPERTY

- B-1. **OWNERS.** A copy of the owners of record within the city limits of Altamont is on file with the City Clerk's Office at 407 S Huston, Altamont, KS as required by State Statute. Individuals may verify the owner of record for each parcel of land, along with his/her mailing address, at the Labette County Appraiser's Office, 501 Merchant St., Oswego, Kansas 67356.

ARTICLE C. PROPERTY AND ACTIVITIES ELIGIBLE FOR A TAX REBATE

- C-1. **RESIDENTIAL AND AGRICULTURAL PROPERTY.** Eligible residential and agricultural property may be anywhere within the city limits of Altamont. There must be a minimum investment of \$5,000 for residential property to receive tax rebates. This cost must be documented with receipts submitted to the city within 30 days of completion of the improvements.
- a. The following activities occurring to residential property are eligible for the tax rebate:
- 1) Rehabilitation, alterations, and additions to any existing residential structure. Construction of a new free-standing garage will be considered an addition.
 - 2) Construction of new residential structures.
- b. The following activities occurring to residential property are **not** eligible for the tax rebate:
- 1) Improvements to existing, or construction of new, residential accessory structures: such as gazebos, portable storage buildings, swimming pools, etc.
- C-2. **COMMERCIAL AND INDUSTRIAL PROPERTY.** Eligible commercial or industrial property may be anywhere within the city limits of Altamont. There must be a minimum investment of \$10,000 for commercial and/or industrial property to receive the tax

rebate. These costs must be documented with receipts submitted to the city within 30 days of completion of the improvements.

- a. The following activities occurring to commercial or industrial property are eligible for the tax rebate:
 - 1) Rehabilitation, alterations, and additions to any existing commercial or industrial structure used for retail, office, manufacturing, warehousing, institutional, or other commercial or industrial purpose.
 - 2) Construction of new commercial or industrial structures, used for retail, office, manufacturing, warehousing, institutional, or other commercial or industrial purposes.
- b. Improvements to existing or construction of new structures used for public utility or railroad purposes are not eligible.

C-3. HISTORICAL. Historical property may be residential, commercial, industrial, or agricultural. The property must be on the National and/or Kansas Historical Register.

ARTICLE D. CRITERIA FOR DETERMINATION OF ELIGIBILITY AND FOR REVIEW AND APPROVAL

D-1. ELIGIBILITY CRITERIA. The City of Altamont will use the following criteria to determine eligibility for the tax rebate:

- a. The applicant must have commenced one eligible activity as stipulated in Article D on or after **January 1, 2025**, the effective date of this tax rebate program.
- b. The applicant must submit receipts for building improvements to verify the required expense of a minimum of \$5,000 for Residential property and a minimum of \$10,000 for Commercial property.
- c. The applicant must fill out and submit a building permit application.
- d. The applicant must file for the rebate within ninety (90) days of the issuance of a building permit.
- e. At completion of the project, the applicant will provide the city with all of the construction receipts to determine program compliance.
- f. All properties eligible for tax incentives under any adopted Neighborhood Revitalization Plan and any existing tax abatement program may submit only one application per project and can have only one NRP at a time on the same property. This program cannot be combined with any other incentives offered by the City of Altamont, unless approved by the Altamont Governing Body.

D-2. REVIEW AND APPROVAL.

- a. **Review.** As well as comparing applications with the criteria set forth by the governing body, City staff will:
 - 1) Determine whether the property of concern conforms with the applicable regulations (i.e., building permit) in effect at the time of application. If the property is not in conformance, the City will deny the rebate. The applicant must ensure the property remains in conformance

for the duration of the rebate period, or the City may cancel the rebate.

2) With the County, determine whether the property owner is delinquent on any tax payment or special assessment, including special benefit district assessments. The application is denied if it involves property with delinquent taxes.

b. Approval.

1) The City Administrator, City Clerk or his/her designee has the authority and discretion to approve or reject applications based on the eligibility and review standards contained herein. If an applicant disapproves of the Administrator's or City Clerk's decision, he/she may submit a written appeal to the City Council for a final determination.

2) The City Clerk or his/her designee will verify the amount spent on improvements to the property by the receipts that are submitted. Without this proof, the application will be denied.

3) County will apply the fixed rebate percentage to any change in assessed value during subsequent years and rebate the appropriate amount to the property owner.

4) If an applicant has not completed the improvement by 1 January of the year following the application's submission, then the applicant will not receive a rebate that year. If by the next 1 January the applicant still has not completed the project, then the city will consider the application as withdrawn.

5) If an applicant moves an existing building to a new site, the County, before making any rebate, will deduct the building's prior value from the real estate's new value.

ARTICLE E. APPLICATIONS

E-1. GENERAL. Interested parties should obtain a brochure and information packet from City Hall at 407 S Huston, Altamont.

E-2. PRE-CONSTRUCTION.

a. The applicant will obtain an application for a tax rebate from City Hall, 407 S Huston, Altamont, when obtaining a building permit application.

b. To complete Part I of the application, the applicant will provide the following information:

1) Owner's name, phone number, and mailing address.

2) Project address.

3) Parcel I.D. number.

4) Legal description of property.

5) Property type - residential, commercial, industrial, or historical. If historical, then provide proof of historical register listing.

6) Proposed property use.

7) List of buildings proposed for demolition (if applicable).

- 8) If residential, number of units.
 - 9) Property type.
 - 10) Description of proposed improvements.
 - 11) Estimated cost of improvements
- c. The applicant must submit a \$50.00 non-refundable fee with the application.

E-3. FUTURE YEARS.

- a. Upon the applicant paying the real estate tax for the subject property for the initial and each succeeding tax year extending through the specified rebate period, and within thirty (30) days following the date of tax distribution by Labette County to other tax units, a tax rebate in the amount of the tax increment: (less an administrative fee as specified) shall be made to the owner. The tax rebate shall be made by the County Treasurer’s Office of Labette County through the Neighborhood Revitalization Fund established in conjunction with the participating tax jurisdictions.
- b. If the property owner/applicant allows any tax or assessment to become past due or delinquent during the term of participation in the program, the owner/applicant will be disqualified, and any current or future rebates will be denied.

ARTICLE F. TAX REBATE

- F-1. PROGRAM PERIOD.** The Neighborhood Revitalization program extends from January 1, 2025, to December 31, 2029. The city reminds applicants that this period pertains to the time in which individuals must **apply**.
- F-2. REBATE PERIOD.** The rebate period pertains to the length of time each **approved** application lasts.
- F-3. REBATE PERCENTAGE.** The rebate percentage applies to the incremental increase in taxes associated with the revitalization project, less the administrative fee of 5% being retained by the County. The exact rebate amount may change with any changes to the mill levy. This Plan does not affect the current appraisal value.

RESIDENTIAL AND AGRICULTURAL

NEW CONSTRUCTION OR REHABILITATION

Year	Percentage
1-5	100%

COMMERCIAL, INDUSTRIAL AND/OR HISTORICAL

New Construction or Rehabilitation

Year	Percentage
1-10	100%



PATTERSON
FAMILY FOUNDATION

November 5, 2024

Richard Hayward
Altamont/Mount Pleasant Fire Department
407 S Huston
Altamont, Kansas 67330

Dear **Richard Hayward**:

I am pleased to notify you that the Patterson Family Foundation (the Foundation) has approved your application for our **Rural EMS Program** grant in the amount of **\$4,600**. This letter outlines the terms and conditions of accepting this funding offer. Please read the terms and conditions carefully. **Altamont/Mount Pleasant Fire Department** can expect to receive funding after receipt of this signed letter. Funding may be used to cover expenses as outlined in your proposal.

By accepting this funding, you agree to:

- Use grant funds only as approved in this letter and repay any portion not used for the stated purpose: Expenses related to equipment and technology for emergency vehicles, training and education for emergency personnel, and operational support as detailed in the submitted application.
- Provide the Foundation with a contribution acknowledgment letter within five (5) days upon receipt of your grant funds.
- Allow the Foundation to review and approve any proposed publicity concerning the Foundation before it is released.
- Not use any funds for electioneering, lobbying, or any other purpose that would result in a taxable expenditure.
- Completion of reporting, provided by the Foundation, one year after disbursement.

If you agree to these terms, please sign, date, and return a copy of this letter **by no later than November 12, 2024**. Upon returning this signed agreement, **Altamont/Mount Pleasant Fire Department** agrees to provide proper notification to the Foundation of any organizational changes that impact your charitable status or ability to use funds as outlined in the approved proposal.

Congratulations on this funding opportunity. On behalf of the Patterson Family Foundation, we look forward to working with you!

Sincerely,

Maria Flynn
President and CEO



PATTERSON
FAMILY FOUNDATION

ACCEPTED AND AGREED:

Title Safety Officer

Signature Signed by:
Richard Heywood
CC66D78655A3438...

Date Signed 11/6/2024



November 8, 2024 – Member Update

2024 Annual Conference

Our 2024 Annual Conference is in the books! Thirty-one of the 46 member cities were represented at the Board of Directors meeting either in person or virtually. Twenty members were in person for the full conference. The conference is a great source of networking with other municipal utilities and personnel.

Mark your calendars for our 2025 conference – November 13 & 14.

Regional Meetings

KMGA held 4 regional meetings across Kansas during the months of July and August. There were 29 attendees between the 4 meetings, with 18 member cities being represented. The regional meetings are informal, small group, roundtable discussion meetings. We plan to host regional meetings in 2025 as they have proven to be beneficial to members as well as staff. Please let us know if your city is interested in hosting a regional meeting.

Natural Gas Industry Review

The first eight months of 2024 ranked as the second warmest, averaging 3° above the 20th century average (NOAA). June through August was recorded as the 4th hottest with the average temperature being 2.5° above average. On August 2nd, U.S. natural gas-fired electric generation set a new daily record, which was 6.8% more than the prior record set in July 2023.

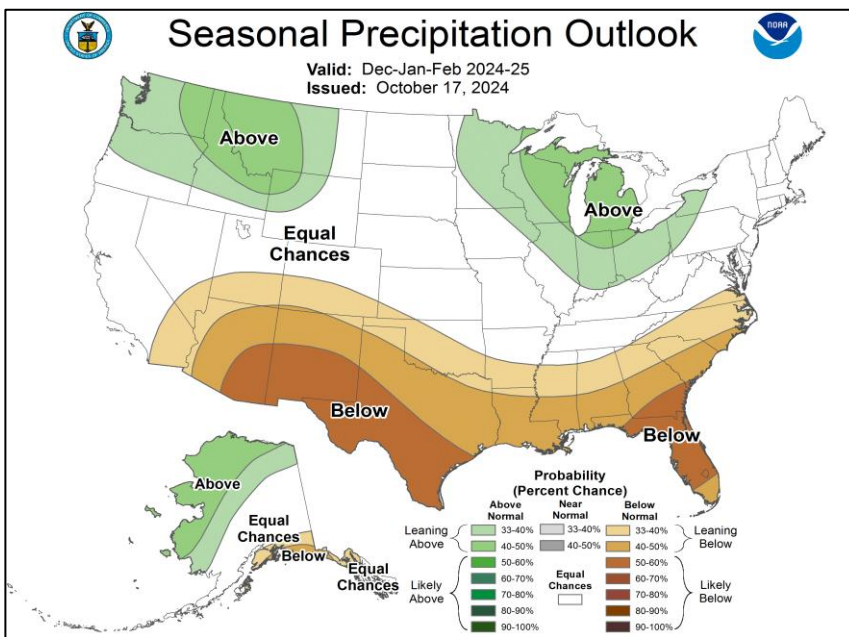
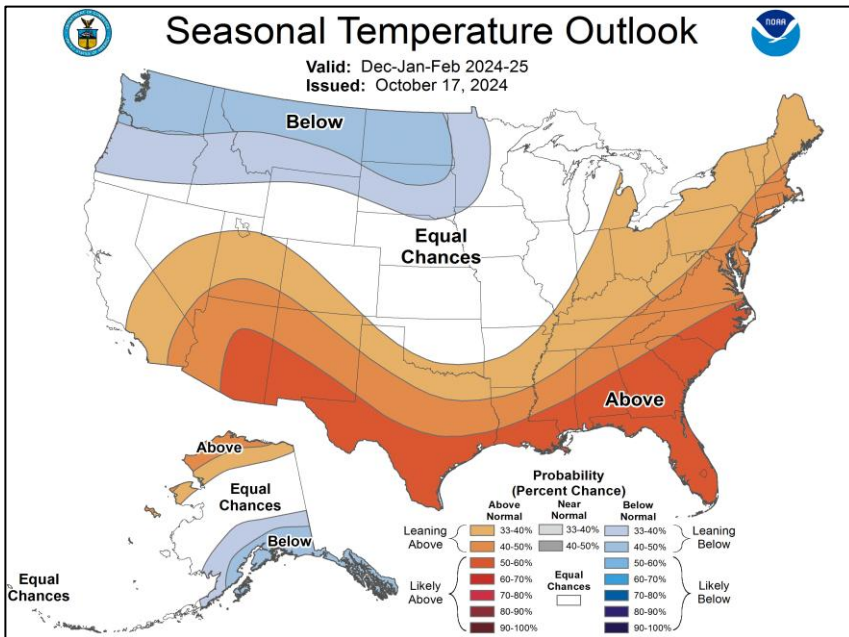
Liquefied Natural Gas (LNG) exports are just under 14 Billion Cubic Feet (Bcf) per day. Prices for LNG in the Asian & European markets is ~\$13.50 per MMBtu. Additional LNG terminals are expected to be built in the U.S., which will increase the daily export volume to more than 25 Bcf by 2028.

Natural gas prices remained low throughout the summer even though temperatures were above average, and LNG export volumes increased. One of the major factors in lower prices was due to storage levels being elevated coming out of the 2023-2024 winter season.

Gas supply production met the needs of higher demand throughout the summer, even though some production was shut-in due to low gas prices.

2024-2025 Winter

The National Weather Service is forecasting a normal to mild 2024-2025 winter season for temperature and precipitation.



As we all know, weather is the driver in natural gas usage and pricing. Even though the upcoming winter is forecasted to be mild across the U.S., cold weather will show up.

Please utilize the Conserving Energy brochure and share with your customers.

WoodRiver Energy

WoodRiver Energy's (WRE) contract eliminates the risk of spikes in the daily index price for most of our LDC member cities. There are several cities that have elected to add a small piece of daily index priced supply to their portfolio.

The initial term of the WRE contract ended September 30, 2024. (As mentioned in the previous update, the Executive Committee chose to extend the WRE contract through April 30, 2026.) Supply purchased for our LDC members during the initial 12-month contract was just under 2 million MMBtu. Two members elected to fix price 100% of their supply needs, 21 members chose to a blend of fixed price and monthly index. Two members opted to include a small portion of their needed supply in the daily index market, blended with fixed price and monthly index. The average price across all LDC members for the 12-month period was \$4.27 per MMBtu. We are in the process of compiling each individual member's review of gas supply costs during this 12-month period and will share those once completed.

Supply for power plant members is purchased as needed based on the daily index price market. During the 12-month initial term, we purchased 1.44 million MMBtu for power plants at an average price of \$2.65 per MMBtu.

Natural Gas Prepay Project

Some feedback we received during the regional meetings was on the possibility of pursuing a gas prepay for the members. On October 17, 2024, KMGGA held a virtual meeting to provide background on a prepay program and are seeking members that are interested. We are hoping to have the structure and draft agreements in place in the coming weeks for cities to consider the program and whether they would like to participate. Stay tuned.

Legal Update

Kansas AG case – Not much new to report at this time. Defendants' Motion to Dismiss appears to be still pending before the Court, and discovery is ongoing. The deadline for fact discovery is the first week of December.

Class Action cases – Motions to dismiss are still pending and discovery is on-going. Plaintiffs filed a motion to compel on November 6th regarding request for (1) documents reflecting the defendants' deliveries of natural gas to the plaintiffs' distributors in February 2021; and (2) documents related to any subpoenas or other discovery requests that the defendants received from any governmental entity regarding their natural gas sales during Winter Storm Uri. On the first issue, defendants limited their responses to deliveries "in Kansas." On the second issue, defendants objected that the requests sought impermissible "clone" discovery. Deadlines to respond and reply have been set in December so it will be a month or so before this discovery issue is resolved.

Save Natural Gas and Money this Winter

Reduce your natural gas usage and save money on your heating bills by following these tips:



Seal it up. Check for leaks around windows, doors, and other openings to the outside. Seal these leaks with caulk and keep the warmth in.

Cover it up. Cover bare floors with carpet.



Furnace Checkup. Have your furnace and heating system inspected annually to check for leaks or other problems.

Insulate. Wrap old water heaters with proper insulating jackets, and set the temperature to 120°F (or lower). Insulate your plumbing.



Use mother nature. When it's cold outside but also sunny, open the blinds during the day to let the sun help heat your home.

Wash cold. Whenever possible, use the cold water setting on your washing machine.



Check and replace HVAC filters. New filters usually only cost a few dollars. Dirty filters cost more to use, overwork the equipment, and result in lower indoor air quality. The filters should be replaced regularly.

Reverse your ceiling fans. The fan blades should be spinning in a clockwise direction on a low speed to force the warm air near the ceiling down into the living space.



Control the temperature. Set the temperature to 68°F or lower in the winter. A programmable thermostat can make it easy to set back your temperature.

CITY OF ALTAMONT
ALTAMONT, KANSAS 67330

Office of City Clerk
Altamont, Kansas

No. _____
Estimated Cost \$ < \$1,000

Date 10/31/24
Fee 25 Paid Bm

Electric \$ _____ Paid _____
Gas \$ _____ Paid _____
Water \$ _____ Paid _____
Sewer \$ _____ Paid _____

Application for Building Permit

MUST BE SUBMITTED 21 DAYS PRIOR TO BEGINNING PROJECT

TO THE CITY CLERK:

Application is hereby made by Pamela Oakley
Mailing address 506 S. Huston Ave #332, Altamont, KS

Residential or Business Business type: _____

For a Permit to Erect, Alter, or Repair a single wide mobile Home

As described in application and attached building and plat plans and in accordance with the requirements of the Ordinances of the City of Altamont.

All Applicable It is the home owner's responsibility to know where the property line is located.

Building Placement: 25' from a street or 5' from the property line or alley. Fences – may be placed on the property line.

Dwellings: Each dwelling other than manufactured housing in a licensed manufactured housing community shall have a minimum gross floor area of six hundred twenty five (625) square feet. Each dwelling shall have a minimum of eighteen (18) feet in any horizontal dimension.

Meter Settings: New meter settings must be paid before installation of utility connections can be made. (\$300.00 for Water Meter installation, \$300.00 for Sewer tap, \$300.00 for Gas Meter, and \$300.00 for Electric meter installation plus all material cost.)

Address 809 E 4th Street, Altamont

Contact Phone Number 420-7788852

Legal Description _____

No. of Stories 1

Method of Heating central Heater location inside

Class of construction: Inner _____ Outer _____

Roof Covering _____

Complete Estimate Cost, including plumbing, heating, etc \$ _____

You Must Notify Kansas One Call 1-800-344-7233 (DIG SAFE)

Conf # 24571983 Date of Call 10-31-24

Owner's Name Pamela Oakley Address 811 E 4th St - 506 S Huston

Contractor _____ Address _____

Architect _____ Address _____

Altamont

All building permits expire one year from date of approval.

I hereby agree, upon the condition of the issuance of a permit as requested in this application, to indemnify the said City from all loss liability or damage which may result from my actions thereunder.

Pamela Oakley
Applicant

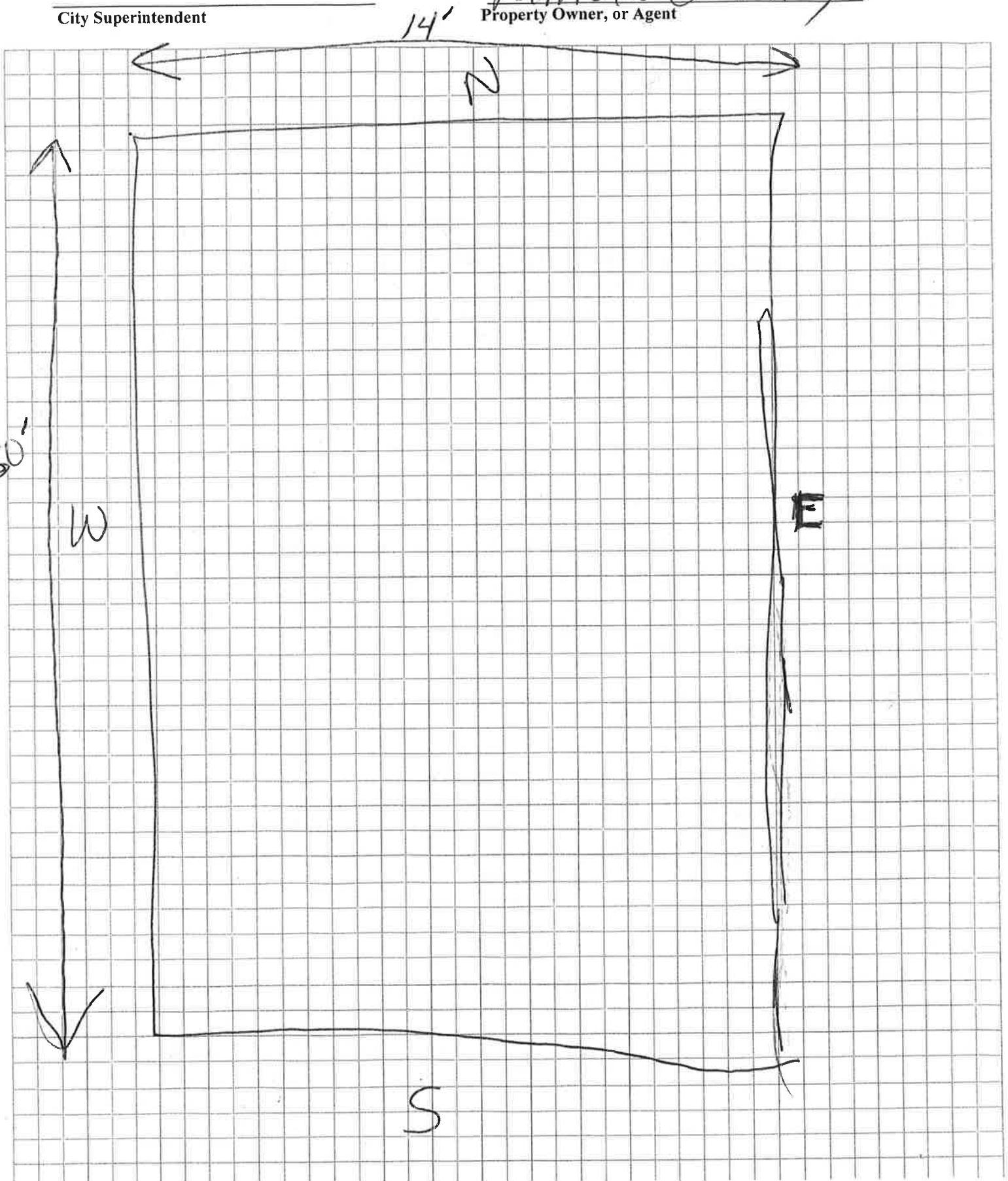
Approved by _____

Date Approved

Please provide a detailed drawing of the proposed building(s), including dimensions, location on the property with feet from the street(s), right-of-ways, distance from neighbor's property line, etc. Graph must be fully completed prior to our City Superintendent reviewing the building permit.

City Superintendent

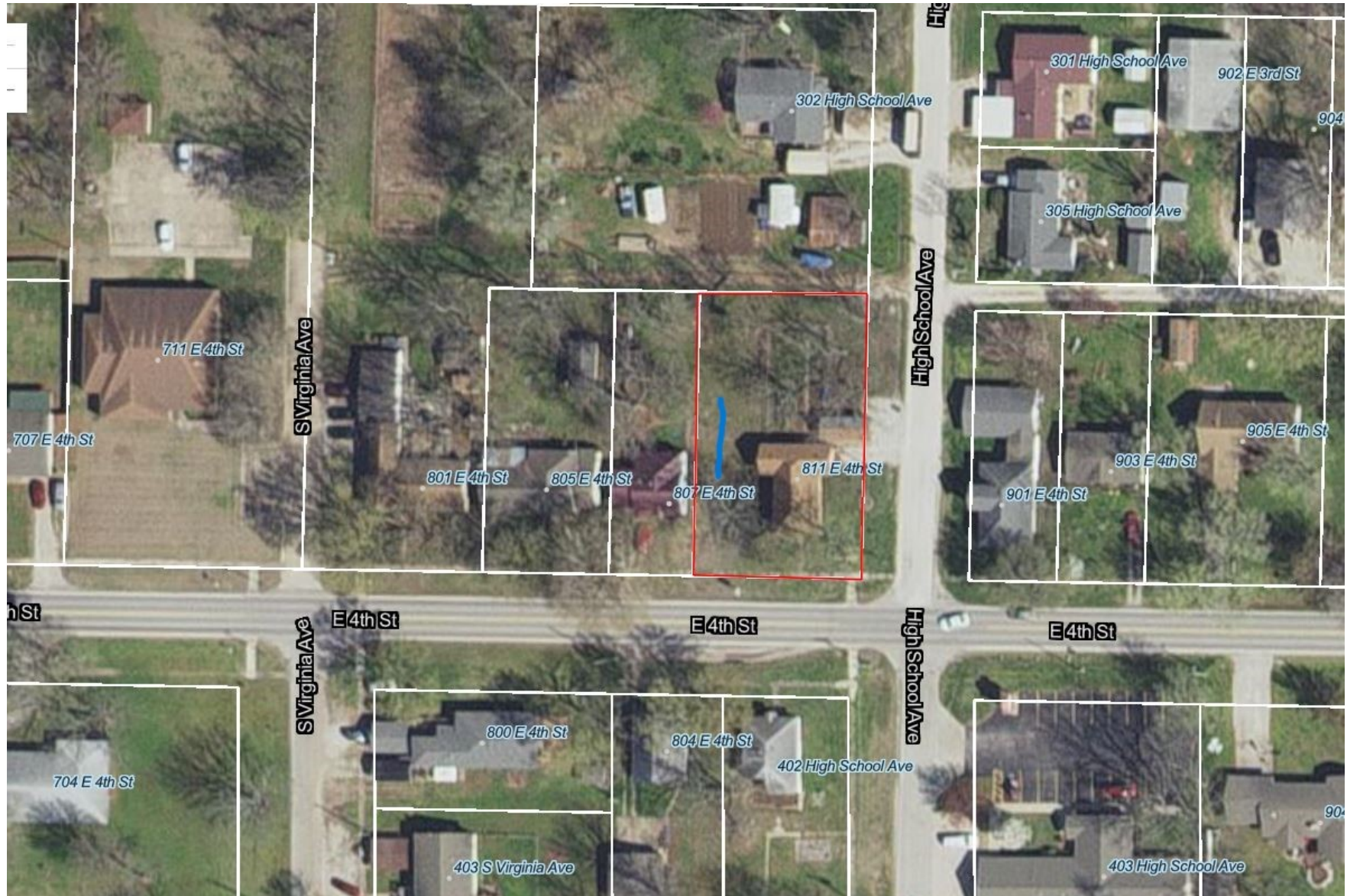
Pamela Dakley
Property Owner, or Agent



Pam Oakley's Property at 811 E 4th Street (Outlined in Red)

With approximately trailer location (Represented in Blue)

There approximately 46' 7" between the houses located at 807 E 4th and 811 E 4th.





View from 4th Street between 807 E 4th Street and 811 E 4th Street approximately where Ms. Oakley proposed to place the trailer house.

ORDINANCE NO. 204

AN ORDINANCE PROVIDING FOR THE LICENSING, REGULATION, PERMITS AND FEES FOR THE LOCATION AND OPERATION OF MOBILE HOMES AND MOBILE HOME COMMUNITIES WITHIN THE CITY OF ALTAMONT, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ALTAMONT, KANSAS:

SECTION NO. 1. FINDING OF PUBLIC NECESSITY. It is hereby found that in order to protect and promote public health, morale, convenience, safety and welfare, it is necessary to provide for the licensing, regulations, permits and fees for the location and operation of mobile homes and mobile home communities within the City of Altamont.

SECTION NO. 2. DEFINITIONS. For the purpose of this article, the following words and phrases shall have the meaning ascribed to them in this section:

(a) "Dependent Mobile Home" shall mean a mobile home which does not have a flush toilet and a bath or shower.

(b) "Independent mobile home" shall mean a mobile home which has a flush toilet and bath or shower.

(c) "Inspector" shall mean the legally designated inspection authority of the city, or his authorized representative.

(d) "Licensee" shall mean any person licensed to operate and maintain a mobile home community under the provisions of this article.

(e) "Mobile Home" shall mean all vehicles used, or so constructed as to permit being used as conveyances upon the public streets or highways and duly licensable as such, and constructed in such a manner as will permit occupancy thereof for human habitation, dwellings or sleeping spaces for one or more persons: Provided, that this definition shall refer and include all portable contrivances used or intended to be used generally for living and sleeping quarters and which is capable of being moved by its own power, towed or transported by another vehicle.

(f) "Mobile home community" shall mean any area, tract, site or plot of land whereupon a minimum of ten (10) mobile homes as herein defined are placed, located or maintained or intended to be placed, located and maintained, for dwelling purposes only and upon a permanent or semi-permanent basis.

(g) "Permanent foundation" shall mean a foundation constructed of continuous reinforced concrete or of continuous solid or hollow masonry; and the use of wheels, jacks and wood blocks shall not be considered a permanent foundation.

(h) "Mobile home space" shall mean a plot of ground within a mobile home community which is designed for and designated as the location for only one mobile home and not used for any other purposes whatsoever other than the customary accessory uses thereof.

(i) "Natural or artificial barrier" shall mean any street, river, pond, canal, railroad, levee, embankment or screening by appropriate fence or hedge.

(j) "Permittee" shall mean any

(j) "Permittee" shall mean any person to whom a temporary permit is issued to maintain an individual mobile home outside of a licensed mobile home community and in accordance with the provisions as hereinafter prescribed.

(k) "Person" shall mean any natural individual, firm, trust, partnership, association or corporation, whether tenant, owner, lessee, licensee, permittee, agent, heirs or assigns.

SECTION NO. 3. LICENSE AND TEMPORARY PERMIT REQUIRED.

(a) It shall be unlawful for any person to establish, maintain, operate or permit to be established, maintained or operated any mobile home community within the corporate limits of the city without first having secured a license therefor.

(b) It shall be unlawful for any person to park, place or abandon any mobile home upon any street, alley, highway or other public place or upon any premises or tract of land located within the corporate limits of the city and which is situated outside of a licensed mobile home community without first having secured a temporary permit as herein required.

(c) The parking of one visiting mobile home in an accessory private garage building, or in the rear yard of any premises for a period not to exceed fourteen (14) days shall be permitted: Provided, that the temporary permit for such shall not be renewed or another permit issued for such mobile home at the same location within the calendar year that such temporary permit was issued.

(d) This section shall not apply to the following:

- (1) Emergency or temporary stopping or parking for twenty-four hours (24) and subject to any other limitations that may be imposed by other ordinances of the city relative to parking.
- (2) Unoccupied mobile homes for demonstration and sales purposes only may be located within the business district as defined by K.S.A. 8-501.
- (3) The storage of any unoccupied or uninhabited mobile home within the corporate limits of the city shall be permitted in the rear yard of any premises: Provided, that all such storage is not in conflict with any other sections of this article or other pertinent ordinances of the city.

SECTION NO. 4. LICENSE FEES AND TEMPORARY PERMIT FEES.

(a) The annual license fee for each mobile home community shall be Three Dollars (\$3.00) for each mobile home space contained therein.

(b) The cost of a temporary permit for each single mobile home as provided hereinbefore shall be One Dollar (\$1.00).

(c) All license fees except temporary permit fees, shall be for the calendar year, shall not be prorated, and shall expire on December 31 or each year.

(d) Provided, That a mobile home community license may be transferred to another person during the current year of such license payment of Five Dollars (\$5) to the office of the City Clerk.

SECTION NO. 5. APPLICATION FOR LICENSE AND TEMPORARY PERMIT.

(a) Application for a mobile home community license or a temporary permit for an individual mobile home as provided and required in Section 3 of this article shall be filed at the office of the City Clerk.

(b) The application for an initial mobile home community license shall be in writing, signed by the owner and shall include the following:

- (1) The name and address of the applicant;
- (2) The location and legal description of the mobile home community.
- (3) A complete plan of the mobile home community in conformity with all of the requirements for such as contained in this article;
- (4) Plans and specifications of all building, improvements and other facilities such as electrical wiring, water service pipes, gas service pipes and sewer service, constructed or to be constructed within the mobile home community;

(5) Such further information as may be requested by the Building Inspector to enable him to determine if the proposed mobile home community will comply with all the requirements of this article.

(c) Before any application as required by this section may be approved for a mobile home community, there must be recommendation from the Building Inspector approving the site, location, design and layout of the mobile home community. Upon receipt of the application, as required by this section, the building inspector shall then investigate and inspect the application and the proposed plans and specifications. If the plans and specifications for the proposed mobile home community are in compliance with all provisions of this article and all applicable ordinances and statutes, the Building Inspector shall approve the application, and upon completion of the mobile home community according to the approved plans and specifications the office of the City Clerk shall issue a license for such upon payment of the fee or fees as hereinbefore provided.

(d) The application for a temporary permit shall contain the following:

- (1) The name and address of the applicant;
- (2) The location and legal description of the property or area upon which the mobile home is to be parked temporarily;
- (3) The dates that the said mobile home will be temporarily parked;
- (4) The license number of the mobile home;
- (5) Certification by the occupant, owner or tenant that all plumbing fixtures may be sealed by the Building Inspector or his representative. In the event that such plumbing is sealed, the owner or occupant of such mobile home shall not permit such seal to be broken except by the direction of the Building Inspector or his representative.

(e) All applications for a temporary permit as herein required shall be approved by the Building Inspector. Upon certification by the Building Inspector that the applicant for a temporary permit is in compliance with the provisions of this article, the office of the City Clerk shall issue the temporary permit upon payment of the fee as hereinbefore provided.

(f) Upon application in writing by a licensee for renewal of a license and after reinspection by the Building Inspector of the mobile home community for conformance with the regulations of this article and upon payment of the annual license fee, the City Clerk shall issue a certificate renewing such license for another year.

(g) All existing mobile homes or mobile home communities, spaces or areas not meeting the requirement of this article, shall be declared nonconforming and shall not be permitted to add spaces or make any improvements inconsistent with the terms and conditions of this article, and any such nonconforming mobile home community, space or area which is not operated for a period of three(3) months, shall not reopen until the conditions of this article shall have been complied with.

(h) Upon inspection of any mobile home community, the Building Inspector finds that conditions or practices exist which are in violation of any provision of this article or of any regulation adopted pursuant thereto, the Building Inspector shall give notice in writing to the person to whom the license was issued; and, unless such conditions or practices are corrected within a reasonable period of time, to be determined by the Building Inspector, he shall give notice in writing to the person to whom the license was issued that the license has been revoked. Upon receipt of the notice of revocation, such person or persons shall cease operation of such mobile home community.

(i) Any person whose application for a license has been denied or any person whose license has been revoked may request and shall be granted a hearing of the matter before the Governing Body, upon filing an application for hearing before such body within three (3) days following the day on which such notice was received or license denied and the Governing Body shall hold such hearing within twenty-one (21) days after the filing of such application. The filing of such application shall not suspend any order of the Building Inspector in denying application for license but shall suspend any order of revocation of said license until the matter has been determined by the Governing Body.

SECTION NO. 6. LOCATION.

(a) A mobile home community may be located in any residential district within the City of Altamont.

(b) Each boundary of any mobile home community must be at least twenty-five (25) feet from any permanent residential building located outside the mobile home community, unless separated therefrom by a natural or artificial barrier.

SECTION NO. 7. MOBILE HOME COMMUNITY PLAN.

The mobile home community shall conform to the following requirements:

(a) Shall be located on a well-drained site, properly graded to insure rapid drainage and freedom from stagnant pools of water;

(b) Mobile home spaces shall be provided consisting of a minimum of three thousand (3,000) square feet for each space and which shall be clearly defined and marked;

(c) Each mobile home space shall be provided with a paved patio of at least one hundred eighty (180) square feet.

(d) Mobile homes shall be harbored on each space so that there shall be at least a twenty (20) foot clearance between mobile homes: Provided, That with respect to mobile homes parked end to end the end-to-end clearance may be less than twenty (20) feet but not less than fifteen (15) feet. No mobile home shall be located less than twenty (20) feet from any building within the mobile home community or from any property line bounding the mobile home community. Required off street parking spaces shall not be established in this setback buffer.

(e) All mobile home spaces shall abut upon a roadway of not less than thirty (30) feet in width where vehicles are permitted to park on the roadway adjacent to mobile homes, otherwise off-street or off-roadway parking lots shall be maintained at a minimum ratio of one and one-half (1½) car spaces for each mobile homespace, and the roadway may then have a minimum of twenty (20) feet in width. All such roadways shall have unobstructed access to a public street or highway: Provided, That the sole vehicular access shall not be by an alley and that all dead end roadways shall include adequate vehicular turning space or cul-de-sac. Access to roads shall be provided so that it is unnecessary for a mobile home to be moved through a public drainage ditch.

(f) All roadways and walks within the mobile home community shall be surfaced with four (4) inches of crushed rock or equivalent, maintained and adequately lighted.

(g) All electrical distribution systems, plumbing systems and telephone service systems to each mobile home space, except outlets and risers, shall be underground. Each mobile home space shall be provided with a 115-volt and 230-volt service with a minimum one hundred (100) ampere individual service outlet.

(h) Whenever master television antenna systems are to be installed, the complete plans and specifications for the system must be approved by the Building Inspector. Distribution to individual mobile home spaces shall be underground and shall terminate adjacent to the electrical outlet.

(i) Only independent mobile home spaces shall be provided and no service building shall be required: Provided, That if such service building is provided it shall comply with the regulations and ordinances of the city.

SECTION NO. 8. MOBILE HOME LOCATION. It shall be unlawful for any person to maintain or occupy a mobile home in the city outside of a licensed mobile home community, except as may hereinafter be specifically permitted to-wit:

Ord. # 207
Date 3-7-85

Amended 8-7-85
Data
Ord. # 207

(a) No mobile home shall be maintained or occupied until said mobile home shall be construed as having been converted into a permanent structure subject to all requirements of the building, electrical, plumbing, gas, and sanitary codes and related ordinances of this city.

(b) No mobile home shall be maintained or occupied until said mobile home is resting upon a permanent foundation.

(c) It shall be unlawful for any person to rent, lease, or otherwise allow the use of any tract, lot or parcel of ground within any residence district for the purpose of parking a mobile home, except that this provisions shall not apply to any person placing one (1) mobile home which he shall own on his own property consisting of a minimum of five thousand (5,000) square feet for each home, subject to compliance with subsections (a) and (b) of this section.

SECTION NO. 9. WATER SUPPLY.

(a) The water supply shall be connected to the municipal water system and all plumbing shall be constructed and maintained in accordance with the city's plumbing code.

(b) Individual water service connections shall be provided for direct use by mobile homes and shall be so constructed that they will not be damaged by the parking of such mobile homes, or as required by the Building Inspector.

SECTION NO. 10. SEWAGE DISPOSAL.

(a) All plumbing at the mobile home community shall comply with state and local plumbing laws and regulations.

(b) Each mobile home shall be provided with at least a four (4) inch sewer connection. The sewer connection shall be provided with suitable fittings so that a water-tight connection can be made between the mobile home drain and the sewer connection. Such individual mobile home connections shall be so constructed that they can be closed when not linked to a mobile home, and shall be trapped in such a manner as to maintain them in an odor free condition.

(c) Sewer lines shall be constructed with the approval of the Building Inspector, and in accordance with the plumbing code and in accordance with the recommendation of the Building Inspector.

SECTION NO. 11. REFUSE DISPOSAL. The storage, collection and disposal of refuse in the mobile home community shall be in compliance with the refuse ordinance of the city. The licensee of the mobile home community shall dispose of the garbage and trash of all mobile homes locted in the community. This disposal shall be by orther than burning at or near the mobile home community.

SECTION NO. 12. ELECTRICITY. All electric installations shall comply with the electrical code of the city. Such electrical outlets shall be weatherproof. No power line, including service lines to the

mobile home shall be permitted to lie on the surface of the ground. All power lines, if on poles, shall be suspended not less than fourteen (14) feet above the ground.

SECTION NO. 13. FUEL. Natural gas services shall be provided for each mobile home located in the mobile home community. Provided, That the installation is connected by copper or to other suitable metallic tubing and complies with the fire prevention code of the city.

SECTION NO. 14. FIRE PROTECTION.

(a) Each mobile home community shall be subject to the rules and regulation of the city and the fire prevention code.

(b) Portable fire extinguishers of a type approved by the Fire Chief shall be kept in service buildings and in all other locations named by such Fire Chief, and shall be maintained at all times in a good operating condition.

(c) Standard fire hydrants shall be located within four hundred (400) feet of each mobile home.

(d) The licensee of a mobile home community shall maintain the grounds in a neat and orderly manner, including the mowing of all grass and weeds.

SECTION NO. 15. PENALTIES. Any person who violates any provision of this article or any provision of any regulation adopted by the Building Inspector and Governing Body pursuant to authority granted by this article, shall, upon conviction thereof, be fined in any sum not less than Ten Dollars (\$10) nor more than One Hundred Dollars (\$100) and each day's failure of compliance shall constitute a separate offense.

SECTION NO. 16. CONFLICT OF ORDINANCES. In any case where a provision of this article is found to be in conflict with a provision of any zoning, building, fire, safety, or health ordinance or code of the city, existing on the effective date of this article which established a lower standard for the promotion and protection of the health and safety of the peopel, the provision of this article shall be deemed to prevail.

SECTION NO. 17. VALIDITY. If any section, subsection, paragraph, sentence, clause or phrase of this article shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this article, which shall remain in full force and effect, and to the end the provisions of this article are hereby declared to be severable.

SECTION NO. 18. This ordinance shall take effect and be in full force and effect from and after its adoption and publication in the Altamont Journal.

ADOPTED AND PASSED by the Governing Body of the City of Altamont, Kansas, this 7th day of August, 1967.

Dean Fentress, Mayor

ATTEST:

Janice E. Read, City Clerk
(S E A L)

ORDINANCE NO. 327

Mobile
Homes

AN ORDINANCE PROVIDING FOR THE LICENSING REGULATIONS, PERMITS, AND FEES FOR THE LOCATION AND OPERATION OF MOBILE HOME WITHIN THE CITY LIMITS OF ALTAMONT, KANSAS AND AMENDING ORDINANCE NO.204 SECTION 8, AND AMENDING THE DEFINITION OF PERMANENT FOUNDATION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ALTAMONT, KANSAS:

SECTION 1. DEFINITION:

Permanent Foundation shall mean a footing constructed of reinforced concrete and solid or hollow masonry blocks. The use of wheels, jacks and wood blocks shall not be considered a permanent foundation.

SECTION 2. MOBILE HOME LOCATION


It shall be unlawful for any person to maintain or occupy a mobile home in the City outside of a licensed mobile home community, except as may hereinafter be specifically permitted to wit:

- (a) No mobile home shall be maintained or occupied until said mobile home shall be construed as having been converted into a permanent structure subject to all requirements of the building, electrical, plumbing, gas and sanitary codes and related ordinances of this City.
- (b) One (1) mobile home shall be placed on any standard size lot of at least Five Thousand (5000) square feet. Only one (1) mobile home may be placed on any plotted lot regardless of the footage in excess of Five Thousand (5000) square feet. Said mobile home shall be subject to compliance with subsection (a) of this section.

SECTION 3. All other ordinances or sections of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4. This Ordinance shall be in full force and effect from and after it's passage and publication once in the official City newspaper.

PASSED AND APPROVED by the Governing Body and the Mayor of the City of Altamont, Kansas on February 25, 1985.


Jean R. Charles, Mayor

ATTEST:


Mary E. Reed, City Clerk

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said ordinance was passed on the 25th day of February, 1985; that the record of the final vote on its passage is found in the Minutes of February 25, 1985; that it was published in the Altamont Journal on the 7th day of March, 1985


Mary E. Reed, City Clerk

City Administrator Report City Council November 14, 2024

1. **KMEA** – Attended an informational webinar over the large-scale solar opportunity update
 - a. Attended the monthly EMP3 webinar
 - b. A KMEA lineman was onsite last week to review the electric system
2. **Police Department** – Officer Tim Ames started with the Police Department on November 4th.
3. **Employee Evaluations** – Department heads completed employee evaluations
4. **Kansas Government Finance Officers Association (KSGFOA)** – Attended the KSGFOA 25th Annual Conference
5. **City Clerks and Municipal Finance Officers Association (CCMFOA)** – Heather Beasley and Bridget Merchant attended the Fall Conference.
 - a. Heather graduated from the Municipal Clerks Certification Institute which takes four years to complete.
 - b. Bridget completed year three of this program which includes completing a group capstone project to move on to year four.
6. **KMU Safety meeting** – Utility employees attended the monthly safety meeting over machine guarding.
7. **Recreation Commission** – Bridget Merchant and the Altamont Recreation Commission held the Altamont Boo Bash and the UTV poker run.
8. **Health Insurance** – Met with Blue Cross Blue Shield rep for 2025 health and dental premiums. Health insurance rates went up 17%; dental rates went down between 6%-20% for 2025.
9. **Transportation Alternatives Program** – Heather Beasley has been working with KDOT regarding the paperwork for the sidewalk project.
 - a. LeaAnn attended the TA Virtual Kick-off webinar
 - b. LeaAnn completed the KDOT Pre-Project Certification Program
10. **Grizzly Grind** – LeaAnn and Heather attended the ribbon cutting for the Grizzly Grind
11. **USD 506** – USD 506 paid their utility installation invoices for the LCHS auxiliary gym project.



12. **Cybersecurity** – Working with Higher Calling Technologies setting up password vaults to better protect the City from security threats
13. **Lead and Copper** – Notification letters for known or potential lead service lines have been mailed out to the residents as required by KDHE.

FIRE REPORT

- 3 structure fires (2 Parsons, 1 Oswego)
8 medical calls
1 PR event (Boo Bash)
1 brush fire (during burn ban)
1 grass fire (mutual aid)
1 meeting with training
- Received notification we were not awarded the PACF mini grant.
- Received notification we were awarded the Patterson Family Foundation's 2024 Rural EMS Program. This is the first year of this grant and the foundation communicated with myself and felt this was a better opportunity for our department than what the original grant application was submitted for. This grant was written for 2 new ZOLL AED's that are updated versions of what we currently have. These updated versions continue to allow us to use pads compatible with EMS to make patient transfer a smooth transition. I would like to thank those who provided letters of support for this grant and its subsequent award.
- We have 1 outstanding grant application remaining with the award to be made before December. It is for the Leary Firefighters Foundation and was submitted for 2 battery powered PPV fans.
- Out of 9 total grant applications for 2024 we have been awarded 4 with the 1 remaining. We have been able to update some much needed PPE and equipment with very little expense to our taxpaying citizens.
- Approved an interested individual for Junior Firefighter. Currently have 4 on staff at this time.
- I have started the process of getting a firework shooter class schedule for next spring. I am waiting on our firework supplier for information. This will include testing through the Kansas Fire Marshall's Office on site here in Altamont.
- Hoping to begin the process of purchasing SCBA's.
- Keeping updated on the new Incident Reporting System that will be put in place in 2025. It is the NERIS (National Emergency Response Information System) and will replace the NFIRS (National Fire Incident Reporting System). This is the system our department uses to file our incident reports which for many grants is mandatory.
- The Chief and Officers attended the Labette County Fire Chiefs meeting on Wednesday November 13.

2024 Grant Awards to date (\$10,563.00):

Parsons Area Community Foundation	Extrication gloves, flashlights and battery Sawzalls
K-State Volunteer Firefighter Assistance (City & Township were awarded)	Battery chainsaws, leaf blowers, tower lights Spare batteries and chargers
Patterson Family Foundation Grant	2 ZOLL AED's

Altamont Police Department

Council Report

The police department has handled numerous calls during this period from animal control, civil standby's/child exchanges, citizens assist, lake patrol, and safety checks.

Warnings issued for traffic infractions by officers – (9) – 6- Speed, 3 – Tag light violations

Citations issued for traffic infractions by officers – (5) – 1 Tail Light, 1 Headlight, 1 Speed, 1 Insurance, 1 seatbelt

KBI report(s) (4) – Possession of alcohol in public (LCHS football game), Possession of methamphetamines, Marijuana and drug paraphernalia, 2 driving while suspended or revoked

Juvenile report for minor in possession of tobacco

Meet with Parsons PD detectives about implementing resources for handling domestic violence procedures.

Work state football game security

Completed employee evaluations

Began training both new officers, both are scheduled to start police academy Dec. 2nd thru March 21st

Several medicals

2 minor Accident reports

All officers have been busy with patrol duties and community relations, very proactive lately

Report submitted by Chief Michael Shields

From: shop@altamontks.com
To: "LeaAnn Myers"; "Richard Hayward"
Subject: UTILITY REPORT
Date: Friday, November 8, 2024 1:17:46 PM

FINISH GAS LEAK REPAIR AT 308 N WELLS (LEAK ON OUR SIDE OF METER)
REPLACE WATER METER SET AT 501 E 4TH
MOW AND WEEDEAT HOPEFULLY THE LAST TIME
SERVICE 21 CHEVY PU
MANY 1 CALLS
NATE AND JB ATTENDED KCC GAS CONFRENCE IN MANHATTEN
VAC-TRON OUR WATER, GAS AND SEWER LINES AT 807 WABASH.(SEWER LINE WAS HIT BY COX)
CUT TREE ON 4TH STREET THAT WAS SPILT DOWN THE MIDDLE WIND WAS ABOUT TO BLOW OVER
CHECK CONTINOUS FLOW WATER METERS
REPAIR ELECTRIC TO HOUSE ON 912 WASHINGTON DUE TO WIND
REPLACE TRI- PLEX GOING TO HOUSE AT 408 WASHINGTON (TREE RUBBED NUTERAL WIRE INTO)
REPLACE STOOL AT FIRE DEPT.
807 WABASH, PUT ROCK IN ROAD CUT AFTER ALL THE RAIN IT HAD SETTLED
LAGOON PONDS PLUGGED BETWEEN 1ST CELL AND 2ND CELL ALSO BETWEEN 2ND AND 3RD CELL
SEWER MACHINE PUMP IS LEAKING WE FOUND PARTS IN TEXAS AND ORDERED. JETTER HOSE IS
STUCK IN 2ND CELL, AS OF NOW
408 WASHINGTON TRI-PLEX WAS RUBBED INTO FROM TREE, REPLACED IT
STILL TAKING GAS TESTS
REPLACE STREET LIGHT AND TRIM TREES AT 904 4TH

WE HAVE BEEN WORKING ON UNPLUGGING LAGOON PONDS AND WORKING ON SEWER MACHINE
SINCE MONDAY ,FINALY FRIDAY WE WERE ABLE TO GET THE SEWER HOSE UNSTUCK BY PULLING IT
LOOSE WITH THE BACKHOE, AND NOTHING BROKE THANKFULLY.

ANOTHER EXAMPLE OF SEWER ISSUES THE WEEK OF OCT. 23- 30TH THE TOTAL HOURS RAN ON
SEWER PUMPS WITH NO RAIN 24HRS.

THE WEEK WITH RAIN OCT. 31 – NOV. 4TH TOTAL RUN TIME ON ALL
PUMPS 129 HRS.

A LOT OF EXTRA COST ON YOUR ELECTIC BILL !!!!!!!!!!!!!!!

From: shop@altamontks.com
To: "[LeaAnn Myers](#)"; "[Richard Hayward](#)"
Subject: UTILITY
Date: Friday, November 8, 2024 2:01:04 PM

I ALSO FORGOT TO PUT ON MY REPORT WE HAD A OVERHEAD DOOR COME OFF , I CALLED JASON TO COME FIX IT THE NEXT DAY ONE OF THE OLD DOOR NEXT TO IT QUIT SO WE GOT A NEW MOTOR PUT ON . IT WAS TO OLD TO GET PARTS

BRAD

EXECUTIVE SESSION MOTIONS

I move the city council recess into executive session to discuss an individual employee's performance pursuant to the **non-elected personnel** matter exception, K.S.A. 75-4319 (b) (1) to include: (people to participate besides governing body.) The open meeting will resume in the city council room at ____PM.

I move the city council recess into executive session to discuss **Attorney – Client privilege** matter exception, K.S.A. 75-4319(b)(2) to include: (people to participate besides governing body.) The open meeting will resume in the city council room at ____ PM.

I move the city council recess into executive session to preliminary discuss **employer-employee negotiations** matter exception, K.S.A. 75-4319(b) (3) to include: (people to participate besides governing body.) The open meeting will resume in the city council room at ____PM.

I move the city council recess into executive session to preliminary discuss **property acquisition** matter exception, K.S.A. 75-4319(b)(6) to include: (people to participate besides governing body.) The open meeting will resume in the city council room at ____PM.

I move the city council recess into executive session to discuss data relating to **financial affairs or trade secrets** of corporations, partnerships, trusts, and individual proprietorships pursuant to the non-elected personnel matter exception, K.S.A. 75-4319(b)(4) to include: (people to participate besides governing body.) The open meeting will resume in the city council room at ____PM.

I move the city council recess into executive session to discuss matters relating to **security measures** matter exception, K.S.A. 75-4319 (b) (12) to include: (people to participate besides governing body.) The open meeting will resume in the city council room at ____PM.

K.S.A. 75-4319. Closed or executive meetings; conditions; authorized subjects for discussion; binding action prohibited; certain documents identified in meetings not subject to disclosure. (a) Upon formal motion made, seconded and carried, all bodies and agencies subject to the open meetings act may recess, but not adjourn, open meetings for closed or executive meetings. Any motion to recess for a closed or executive meeting shall include a statement of (1) the justification for closing the meeting, (2) the subjects to be discussed during the closed or executive meeting and (3) the time and place at which the open meeting shall resume. Such motion, including the required statement, shall be recorded in the minutes of the meeting and shall be maintained as a part of the permanent records of the body or agency. Discussion during the closed or executive meeting shall be limited to those subjects stated in the motion.

(b) No subjects shall be discussed at any closed or executive meeting, except the following:

(1) Personnel matters of nonelected personnel;

(2) consultation with an attorney for the body or agency which would be deemed privileged in the attorney-client relationship;

(3) matters relating to employer-employee negotiations whether or not in consultation with the representative or representatives of the body or agency;

(4) confidential data relating to financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorships;

(5) matters relating to actions adversely or favorably affecting a person as a student, patient or resident of a public institution, except that any such person shall have the right to a public hearing if requested by the person;

(6) preliminary discussions relating to the acquisition of real property;

(12) to discuss matters relating to security measures, if the discussion of such matters at an open meeting would jeopardize such security measures, that protect: (A) Systems, facilities or equipment used in the production, transmission or distribution of energy, water or communications services; (B) transportation and sewer or wastewater treatment systems, facilities or equipment; (C) a public body or agency, public building or facility or the information system of a public body or agency; or (D) private property or persons, if the matter is submitted to the public body or agency for purposes of this paragraph. For purposes of this paragraph, security means measures that protect against criminal acts intended to intimidate or coerce the civilian population, influence government policy by intimidation or coercion or to affect the operation of government by disruption of public services, mass destruction, assassination or kidnapping. Security measures include, but are not limited to, intelligence information, tactical plans, resource deployment and vulnerability assessments;