

CITY OF ALTAMONT

407 S HUSTON ▪ P.O. BOX 305 ▪ ALTAMONT, KS 67330
PHONE (620) 784-5612 ▪ FAX (620) 784-5882 ▪ WEBSITE: ALTAMONTKS.COM

ALTAMONT CITY COUNCIL

Mayor Richard Hayward
Councilmembers: Ben Cochran, Raymond Coffey,
Cameron Johnston, Lyle Sykes and Kyle Wiford

February 9, 2023

7:00 PM Regular Meeting

CALL TO ORDER

PLEDGE OF ALLEGIANCE & PRAYER

MINUTES - Regular meeting of January 26, 2023

INVOICES - P13 - \$3,780.77 + \$91,473.43 = **\$95,254.20**

PUBLIC COMMENT & GUESTS

A.

ORDINANCES/RESOLUTIONS /PROCLAMATIONS

A. Ordinance 645 - Gas Pre-Pay

OLD BUSINESS

- A. KMGMA Gas Pre-Pay Agreement Draft
 - a. Monthly Gas Projection Volumes
 - b. KMGMA Gas Prepay Agreement Information Email

NEW BUSINESS

A.

TABLED & PENDING BUSINESS

- A. Old Fire Department Building Demolition
- B. War Veteran Memorial
- C. Sewer Rate Increase

DEPARTMENT REPORTS

A. City Administrator

EXECUTIVE SESSION MOTION

COMMUNICATIONS:

- The City Offices will be closed Monday, February 20 in observation of President's Day.
- Altamont Recreation Commission's Soccer Sign-ups (Kindergarten - 6th grade) are due February 13th and available at the City Office or their Facebook page.

ADJOURNMENT



MINUTES
CITY OF ALTAMONT
January 26, 2023

REGULAR MEETING	The meeting was called to order at 7:00 PM with Mayor Richard Hayward presiding. Mayor Hayward opened the meeting with the Pledge of Allegiance and prayer. Councilmembers present: Ben Cochran, Raymond Coffey, Kyle Wiford, Lyle Sykes & Cameron Johnston.
MINUTES	Councilmember Cochran moved and Coffey seconded to approve the minutes from January 12, 2023. Motion carried.
INVOICES	Councilmember Cochran moved and Wiford seconded to pay the invoices totaling \$164,244.39. Motion carried.
JEANNA MORRIS	<p>Jeanna Morris was present with Leadership Labette to discuss the possibility of a UTV Poker Run fundraiser for Leadership Labette. Leadership Labette would like to use the 20 acres to start their Poker Run and end it at Idle Hour Lake on April 29th, bands and vendors will be present. The goal for the fundraiser is to raise \$8,000 for Labette County High School Vo-Tech Classes and \$5,000 for a scholarship for a student to attend LCC Vo-Tech Class.</p> <p>Councilman Cochran moved and Johnston seconded to allow Leadership Labette to use McMillen Park and the Lake for the UTV Poker Run April 29th, 2023. Motion carried</p> <p>Cochran moved and Sykes seconded the City covers the insurance cost for the City for the UTV Poker Run. Motion carried.</p>
KMEA BOARD	<p>In accordance with KMEA’s Bylaws the Board of Directors shall consist of two directors as well as an alternate for each member. The two directors are due to be appointed this year and will serve two-year terms.</p> <p>Councilman Wiford moved and Cochran seconded to make LeaAnn Myers Director-1 for the KMEA Board of Directors. Motion carried.</p> <p>Councilman Johnston moved and Cochran seconded to approve Bradley Myers as Director-2. Motion carried.</p>
CITY ADMINISTRATOR	<p>1) Year End – Continuing to work on year end.</p> <p>2) Police Department – Officer Anthony Austin will start Police Academy on February 13.</p> <p>3) Solid Waste – The Solid Waste Committee is waiting on documents from GFL to discuss an updated rate schedule for the Transfer Station.</p> <p>4) Building Repairs – TW Construction is planning on starting building repairs soon for the Utility building behind 501 S Huston. Materials are in.</p> <p>5) Poor Boys Tree Service – Received the bill from Poor Boy Tree Service with the week ending January 13, 2023. After that bill there was \$8,453.25 left of the approved \$40,000.</p> <p>A. I approved for them to work through January 27th to finish getting a few trees cut which Brad felt were important we get taken out, which will put us over the original approved amount by around \$5,000, weather permitting.</p> <p>6) Utility Rates – Updated Gas rates in municipal software</p> <p>7) Lead and Copper – If you haven’t turned in your Lead and Copper Survey, please get those turned in.</p> <p>8) Cox Communication – Finalized paperwork with Cox Communication for their initial build.</p>
EXECUTIVE SESSION	Councilmember Cochran moved and Coffey seconded to move the city council recess into executive session to discuss Attorney-Client Privilege matter exception, K.S.A. 75-4319(b)(2) to include: The City Administrator and City Attorney. The open meeting will resume in the city council room at 7:35PM. No action taken at this time
COMMUNICATIONS	<p>Please turn in your lead and copper survey. If you need a new copy, contact the City Office. Check out the Altamont Recreation Commission Facebook Page for upcoming events.</p> <p>- Soccer sign-ups (Kindergarten-6th Grade) are due February 13th and available at the City Office or their Facebook page.</p>
ADJOURNMENT	Councilmember Cochran moved and Sykes seconded to adjourn. Motion carried. 7:37PM

DATE	Bridget Nash, Deputy City Clerk
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AP Check Register (APLT43)

City of Altamont

		Check No	Check Date	Vendor No	Vendor Name	Check Amount
Bank No:	1	Account: 006572				
		36383	2/9/2023	2447	VISA 5749	\$462.75
		36384	2/9/2023	79532	VISA 6275	\$600.00
		36385	2/9/2023	80272	Visa 7646	\$50.00
		36386	2/9/2023	80348	Visa 7984	\$120.47
Bank Account Totals:						\$1,233.22
Total Of Checks:						\$1,233.22

AP Wire Register (APLT44)

City of Altamont

Wire Nbr.	Wire Date	Vendor No	Vendor Name	Wire Amount
<hr/>				
Bank No:	1	Account:	006572	
-1061	2/9/2023	865	KANSAS DEPARTMENT OF REVENUE	\$2,547.55
<hr/>				
Bank Account Totals:				\$2,547.55
<hr/>				
Total Of Wires:				\$2,547.55

Approved Invoices by Vendor- Summary

City of Altamont

Vendor	Invoice	PO	Description	Account Description	Invoice Amt
865	KANSAS DEPARTMENT OF REVENUE				
	12-1-2022		utility sales tax - December	Contractual	\$2,547.55
Subtotal for Vendor 865 - KANSAS DEPARTMENT OF R					\$2,547.55
2447	VISA 5749				
	12-31-2022		raincoats, holsters, ski masks, utility patch, swivel key, flashlighs, gloves, police patches, hats - New Life Clothing Police Donation	Grants & Donations	\$300.00
	12-31-2022		raincoats, holsters, ski masks, utility patch, swivel key, flashlighs, gloves, police patches, hats	Commodities	\$162.75
Subtotal for Vendor 2447 - VISA 5749 :					\$462.75
79532	VISA 6275				
	12-20-2022		Employees Christmas gift Cards	Contractual	\$120.00
	12-20-2022		Employees Christmas gift Cards	Contractual	\$120.00
	12-20-2022		Employees Christmas gift Cards	Contractual	\$120.00
	12-20-2022		Employees Christmas gift Cards	Contractual	\$120.00
	12-20-2022		Employees Christmas gift Cards	Contractual	\$120.00
Subtotal for Vendor 79532 - VISA 6275 :					\$600.00
80272	Visa 7646				
	2023 KACM		2023 Kansas Association for Court Management	Contractual	\$50.00
Subtotal for Vendor 80272 - Visa 7646 :					\$50.00
80348	Visa 7984				
	12-31-2022		Briggs and Stratton Magneto Armature, seat covers	Commodities	\$120.47
Subtotal for Vendor 80348 - Visa 7984 :					\$120.47

Approved Invoices by Vendor- Summary

City of Altamont

Vendor	PO	Description	Account Description	Invoice Amt
Invoice				

Grand Total: \$3,780.77

Approved Invoices - Fund/Dept. Totals

Fund	Fund Total	Fund Name
01 General Fund		
02 Gen Police		\$462.75
03 General Court		\$50.00
		\$512.75
50 Water Utility Fund		
00 NonDepartmental		\$120.00
		\$120.00
51 Electric Utility Fund		
00 NonDepartmental		\$120.00
		\$120.00
52 Gas Utility Fund		
00 NonDepartmental		\$120.00
		\$120.00
53 Sewer Utility Fund		
00 NonDepartmental		\$120.00
		\$120.00
54 Sanitation Utility Fund		
00 NonDepartmental		\$240.47
		\$240.47
60 Sales Tax		
00 NonDepartmental		\$2,547.55

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
			\$2,547.55	
		Grand Total:	\$3,780.77	

AP Check Register (APLT43)

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		Check No	Check Date	Vendor No	Vendor Name	Check Amount
Bank No:	1	Account: 006572				
		36336	2/9/2023	885	ADVANCE INSURANCE COMPANY	\$93.10
		36337	2/9/2023	150	Altamont Builders Supply	\$552.48
		36338	2/9/2023	80365	Ashley Spencer	\$40.00
		36339	2/9/2023	80344	Assessment Strategies, LLC	\$215.00
		36340	2/9/2023	240	B&L Waterworks Supply	\$18.12
		36341	2/9/2023	79889	Border States Industries Inc	\$2,621.45
		36342	2/9/2023	80505	Brianna Volmer	\$300.00
		36343	2/9/2023	382	CITY ATTORNEY'S ASSOC. OF KS	\$35.00
		36344	2/9/2023	60	CITY OF ALTAMONT	\$4,759.62
		36345	2/9/2023	79832	Core & Main	\$1,134.95
		36346	2/9/2023	80507	Dena Terrell	\$40.00
		36347	2/9/2023	80064	Ditch Witch Financial Services	\$927.72
		36348	2/9/2023	1000	EVERGY	\$770.05
		36349	2/9/2023	80090	FELD FIRE	\$1,601.35
		36350	2/9/2023	80229	GFL Environmental	\$2,992.20
		36351	2/9/2023	740	HUGO'S INDUSTRIAL SUPPLY	\$55.64
		36352	2/9/2023	80504	John Rexwinkle	\$300.00
		36353	2/9/2023	880	KANSAS ONE CALL SYSTEM INC	\$16.80
		36354	2/9/2023	971	KANSAS STATE TREASURER	\$8,854.10
		36355	2/9/2023	80237	Kim Pease	\$40.00
		36356	2/9/2023	100	Labette Avenue	\$128.20
		36357	2/9/2023	1040	Labette Community College	\$24.00
		36358	2/9/2023	1057	LABETTE COUNTY PUBLIC	\$2,628.98

AP Check Register (APLT43)

City of Altamont

Check No	Check Date	Vendor No	Vendor Name	Check Amount
36359	2/9/2023	79848	Labette Hardware	\$255.93
36360	2/9/2023	80404	Labette Health Laboratory	\$27.75
36361	2/9/2023	1030	LCHS Project Prom	\$50.00
36362	2/9/2023	1373	LeaAnn Myers	\$36.03
36363	2/9/2023	1251	MasterCard 0547	\$196.84
36364	2/9/2023	1245	MCCARTY'S	\$83.11
36365	2/9/2023	79670	Mid-American Research Chemical	\$253.00
36366	2/9/2023	1340	MIDWEST MINERALS, LLC	\$102.88
36367	2/9/2023	80159	Miller Tire and Lube LLC	\$1,240.73
36368	2/9/2023	80506	Morgan Goins	\$40.00
36369	2/9/2023	1550	O'REILLY AUTOMOTIVE INC	\$200.88
36370	2/9/2023	79856	Poor Boy Tree Service, Inc.	\$6,761.24
36371	2/9/2023	1680	PUBLIC WHOLESALE WATER SUPPLY	\$11,250.00
36372	2/9/2023	1906	SEKRPC SOUTHEAST KANSAS	\$50.00
36373	2/9/2023	80333	Tamra Carson	\$40.00
36374	2/9/2023	754	TouchTone Communications	\$75.61
36375	2/9/2023	80508	TW Construction	\$5,880.00
36376	2/9/2023	80031	UTILITY SAFETY AND DESIGN INC	\$30,840.00
36377	2/9/2023	1250	VISA 3470	\$129.90
36378	2/9/2023	2447	VISA 5749	\$250.00
36379	2/9/2023	79532	VISA 6275	\$69.40
36380	2/9/2023	80272	Visa 7646	\$26.54
36381	2/9/2023	79945	Vision Service Plan (CT)	\$210.50
36382	2/9/2023	80495	Warren County Municipal Clerks' Assn	\$50.00

AP Check Register (APLT43)

City of Altamont

Check No	Check Date	Vendor No	Vendor Name	Check Amount
Bank Account Totals:				\$86,269.10
Total Of Checks:				\$86,269.10

AP Wire Register (APLT44)

City of Altamont

Wire Nbr.	Wire Date	Vendor No	Vendor Name	Wire Amount
Bank No: 1 Account: 006572				
-1060	2/9/2023	865	KANSAS DEPARTMENT OF REVENUE	\$5,204.33
Bank Account Totals:				\$5,204.33
Total Of Wires:				\$5,204.33

Approved Invoices by Vendor- Summary

City of Altamont

Vendor	Invoice	PO	Description	Account Description	Invoice Amt
60	CITY OF ALTAMONT				
	2-1-23		Utility Bills	Contractual	\$475.21
	2-1-23		Utility Bills	Contractual	\$659.56
	2-1-23		Utility Bills	Contractual	\$427.54
	2-1-23		Utility Bills	Contractual	\$643.43
	2-1-23		Utility Bills	Contractual	\$577.15
	2-1-23		Utility Bills	Contractual	\$108.40
	2-1-23		Utility Bills	Contractual	\$360.68
	2-1-23		Utility Bills	Contractual	\$530.65
	2-1-23		Utility Bills	Contractual	\$432.77
	2-1-23		Utility Bills	Contractual	\$544.23
Subtotal for Vendor 60 - CITY OF ALTAMONT :					\$4,759.62
100	Labette Avenue				
	1-31-2023		Ord 643	Contractual	\$28.20
	1-31-2023		Treasurer's Report	Contractual	\$100.00
Subtotal for Vendor 100 - Labette Avenue :					\$128.20
150	Altamont Builders Supply				
	1-31-2023		rope, backer rod, weatherstrip, cutters, fuse, staring fluid, cement PVC wet set, cap, lock nut, romex, paint, screwdriver, ratchet, tools, washer, clamps, glue	Commodities	\$77.59
	1-31-2023		rope, backer rod, weatherstrip, cutters, fuse, staring fluid, cement PVC wet set, cap, lock nut, romex, paint, screwdriver, ratchet, tools, washer, clamps, glue	Commodities	\$77.58
	1-31-2023		rope, backer rod, weatherstrip, cutters, fuse, staring fluid, cement PVC wet set, cap, lock nut, romex, paint, screwdriver, ratchet, tools, washer, clamps, glue	Commodities	\$77.59
	1-31-2023		rope, backer rod, weatherstrip, cutters, fuse, staring fluid, cement PVC wet set, cap, lock nut, romex, paint, screwdriver, ratchet, tools, washer, clamps, glue	Commodities	\$77.59
	1-31-2023		rope, backer rod, weatherstrip, cutters, fuse, staring fluid, cement PVC wet set, cap, lock nut, romex, paint, screwdriver, ratchet, tools, washer, clamps, glue	Commodities	\$77.59

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
150	Altamont Builders Supply			
1-31-2023		fuse, weatherstrip	Vehicle	\$14.38
1-31-2023	Utility Buildin	Utility Building Repair Supplies	Commodities	\$150.16
Subtotal for Vendor 150 - Altamont Builders Supply :				\$552.48
240	B&L Waterworks Supply			
2-1-2023		repair clamps, midco restraint kits	Commodities	\$18.12
Subtotal for Vendor 240 - B&L Waterworks Supply :				\$18.12
382	CITY ATTORNEY'S ASSOC. OF KS			
4406		2023 Membership	Contractual	\$35.00
Subtotal for Vendor 382 - CITY ATTORNEY'S ASSOC. O				\$35.00
740	HUGO'S INDUSTRIAL SUPPLY			
01312023		toiletwand refills	Commodities	\$10.00
01312023		toiletwand refills	Commodities	\$20.00
01312023		toiletwand refills	Commodities	\$25.64
Subtotal for Vendor 740 - HUGO'S INDUSTRIAL SUPPLY				\$55.64
754	TouchTone Communications			
2349479		long distance	Contractual	\$75.61
Subtotal for Vendor 754 - TouchTone Communications :				\$75.61
865	KANSAS DEPARTMENT OF REVENUE			
01-2023		Utility Sales Tax	Contractual	\$5,204.33
Subtotal for Vendor 865 - KANSAS DEPARTMENT OF R				\$5,204.33
880	KANSAS ONE CALL SYSTEM INC			
3010133		14 locates	Contractual	\$16.80
Subtotal for Vendor 880 - KANSAS ONE CALL SYSTEM I				\$16.80
885	ADVANCE INSURANCE COMPANY			
03-2023		employee life insurance	Benefits	\$40.10
03-2023		employee life insurance	Benefits	\$53.00

Approved Invoices by Vendor- Summary

City of Altamont

Vendor	Invoice	PO	Description	Account Description	Invoice Amt
885	ADVANCE INSURANCE COMPANY				
Subtotal for Vendor 885 - ADVANCE INSURANCE COMP					\$93.10
971	KANSAS STATE TREASURER				
	1230401120617		Low Interest Gas Loan	Payment Plan- Loan Payback	\$8,854.10
Subtotal for Vendor 971 - KANSAS STATE TREASURER					\$8,854.10
1000	EVERGY				
	01-30-2023		electricity	Contractual	\$88.25
	01-30-2023		electricity	Contractual	\$22.73
	01-30-2023		electricity	Contractual	\$659.07
Subtotal for Vendor 1000 - EVERGY :					\$770.05
1030	LCHS Project Prom				
	2023		Donation	Grants & Donations	\$50.00
Subtotal for Vendor 1030 - LCHS Project Prom :					\$50.00
1040	Labette Community College				
	Beasley LCC		Continuing Education - Heather Beasley	Contractual	\$24.00
Subtotal for Vendor 1040 - Labette Community College :					\$24.00
1057	LABETTE COUNTY PUBLIC				
	2314		fuel	Commodities	\$336.88
	2314		fuel	Commodities	\$336.89
	2314		fuel	Commodities	\$336.88
	2314		fuel	Vehicle	\$1,281.44
	2314		fuel	Commodities	\$336.89
Subtotal for Vendor 1057 - LABETTE COUNTY PUBLIC :					\$2,628.98
1245	MCCARTY'S				
	1/27/2023		ink	Commodities	\$43.20
	1/27/2023		mailing dots, color copies	Commodities	\$39.91
Subtotal for Vendor 1245 - MCCARTY'S :					\$83.11

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
1250 VISA 3470				
1-18-2023		fuel	Vehicle	\$21.15
1-18-2023		gatorade	Commodities	\$108.75
Subtotal for Vendor 1250 - VISA 3470 :				\$129.90
1251 MasterCard 0547				
1-18-2023		Utility jeans - Myers	Commodities	\$196.84
Subtotal for Vendor 1251 - MasterCard 0547 :				\$196.84
1340 MIDWEST MINERALS, LLC				
628549		Rock for Trash Truck	Commodities	\$102.88
Subtotal for Vendor 1340 - MIDWEST MINERALS, LLC :				\$102.88
1373 LeaAnn Myers				
2-1-2023		Mileage to Parsons Twice	Contractual	\$36.03
Subtotal for Vendor 1373 - LeaAnn Myers :				\$36.03
1550 O'REILLY AUTOMOTIVE INC				
0137-378982		Diesel Antigel, Diesel Treatment	Commodities	\$200.88
Subtotal for Vendor 1550 - O'REILLY AUTOMOTIVE INC				\$200.88
1680 PUBLIC WHOLESALE WATER SUPPLY				
01-23-2023		water	Utility Costs	\$11,250.00
Subtotal for Vendor 1680 - PUBLIC WHOLESALE WATE				\$11,250.00
1906 SEKRPC SOUTHEAST KANSAS				
2023 Membership		2023 Membership	Contractual	\$50.00
Subtotal for Vendor 1906 - SEKRPC SOUTHEAST KANS				\$50.00
2447 VISA 5749				
2023		Kansas Narcoics Officers Association 2023 Membership	Contractual	\$250.00
Subtotal for Vendor 2447 - VISA 5749 :				\$250.00

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
79532 VISA 6275				
1-18-2023		Drug and Alcohol Queries	Contractual	\$12.50
1-18-2023		value	Commodities	\$56.90
Subtotal for Vendor 79532 - VISA 6275 :				\$69.40
79670 Mid-American Research Chemical				
0781558		Diesel Conditioner	Commodities	\$253.00
Subtotal for Vendor 79670 - Mid-American Research Che				\$253.00
79832 Core & Main				
01-27-2023		marking paint and flags for Cox	Commodities	\$426.00
01-27-2023		marking paint and flags for Cox	Commodities	\$256.95
01-27-2023		marking paint and flags for Cox	Commodities	\$452.00
Subtotal for Vendor 79832 - Core & Main :				\$1,134.95
79848 Labette Hardware				
01-25-23		romex	Commodities	\$94.99
01-25-23		elbow, gas chimney pipe	Commodities	\$160.94
Subtotal for Vendor 79848 - Labette Hardware :				\$255.93
79856 Poor Boy Tree Service, Inc.				
1-20-2023		Tree Trimming week ending 1-20-2023 - 40 Hours	Contractual	\$6,761.24
Subtotal for Vendor 79856 - Poor Boy Tree Service, Inc. :				\$6,761.24
79889 Border States Industries Inc				
01-31-2023		ground rod, led light, 2" clamps	Commodities	\$2,621.45
Subtotal for Vendor 79889 - Border States Industries Inc				\$2,621.45
79945 Vision Service Plan (CT)				
2-2023		vision insurance	Benefits	\$22.29
2-2023		vision insurance	Benefits	\$10.89
2-2023		vision insurance	Benefits	\$43.56
2-2023		vision insurance	Contractual	\$44.59

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
79945	Vision Service Plan (CT)			
2-2023		vision insurance	Benefits	\$22.30
2-2023		vision insurance	Benefits	\$22.29
2-2023		vision insurance	Benefits	\$22.29
2-2023		vision insurance	Benefits	\$22.29
Subtotal for Vendor 79945 - Vision Service Plan (CT) :				\$210.50
80031	UTILITY SAFETY AND DESIGN INC			
2023		Annual Gas Operating Agreement	Capital	\$15,420.00
2023		Annual Gas Operating Agreement	Contractual	\$15,420.00
Subtotal for Vendor 80031 - UTILITY SAFETY AND DESI				\$30,840.00
80064	Ditch Witch Financial Services			
6472964		Lease purchase payment	Contractual	\$927.72
Subtotal for Vendor 80064 - Ditch Witch Financial Servic				\$927.72
80090	FELD FIRE			
0417788		helmets	Grant	\$1,601.35
Subtotal for Vendor 80090 - FELD FIRE :				\$1,601.35
80159	Miller Tire and Lube LLC			
01-2023		battery, tires	Commodities	\$225.55
01-2023		flat repair	Contractual	\$40.00
01-2023		battery, tires	Commodities	\$225.55
01-2023		battery, tires	Commodities	\$225.55
01-2023		battery, tires	Commodities	\$225.55
01-2023		oil change	Vehicle	\$72.97
01-2023		battery, tires	Commodities	\$225.56
Subtotal for Vendor 80159 - Miller Tire and Lube LLC :				\$1,240.73
80229	GFL Environmental			
2465		Transfer Station Fees	Utility Costs	\$2,992.20

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
80229	GFL Environmental			
Subtotal for Vendor 80229 - GFL Environmental :				\$2,992.20
80237	Kim Pease			
1-30-2023		Park Deposit Refund	Park Building Deposit Refunds	\$40.00
Subtotal for Vendor 80237 - Kim Pease :				\$40.00
80272	Visa 7646			
1-12-2023		Continuing Education book - Beasley	Contractual	\$26.54
Subtotal for Vendor 80272 - Visa 7646 :				\$26.54
80333	Tamra Carson			
1-30-2023		Park Deposit Refund	Park Building Deposit Refunds	\$40.00
Subtotal for Vendor 80333 - Tamra Carson :				\$40.00
80344	Assessment Strategies, LLC			
02-01-2023		Pre-employment Personnel Testing	Contractual	\$215.00
Subtotal for Vendor 80344 - Assessment Strategies, LLC				\$215.00
80365	Ashley Spencer			
01302023		Park Deposit Refund	Park Building Deposit Refunds	\$40.00
Subtotal for Vendor 80365 - Ashley Spencer :				\$40.00
80404	Labette Health Laboratory			
0123		Pre-employment drug testing	Contractual	\$27.75
Subtotal for Vendor 80404 - Labette Health Laboratory :				\$27.75
80495	Warren County Municipal Clerks' Assn			
2-24-2023		Athenian Leadership Dialogue - Beasley	Contractual	\$50.00
Subtotal for Vendor 80495 - Warren County Municipal CI				\$50.00
80504	John Rexwinkle			
02-01-2023		Meter Deposit Refund - No Late Payments	Contractual	\$60.00
02-01-2023		Meter Deposit Refund - No Late Payments	Contractual	\$120.00

Approved Invoices by Vendor- Summary

City of Altamont

Vendor	Invoice	PO	Description	Account Description	Invoice Amt
80504	John Rexwinkle				
	02-01-2023		Meter Deposit Refund - No Late Payments	Contractual	\$120.00
Subtotal for Vendor 80504 - John Rexwinkle :					\$300.00
80505	Brianna Volmer				
	2-1-2023		Meter Deposit Refund - No Late Payments	Contractual	\$60.00
	2-1-2023		Meter Deposit Refund - No Late Payments	Contractual	\$120.00
	2-1-2023		Meter Deposit Refund - No Late Payments	Contractual	\$120.00
Subtotal for Vendor 80505 - Brianna Volmer :					\$300.00
80506	Morgan Goins				
	02-06-2023		Park Deposit Refund	Park Building Deposit Refunds	\$40.00
Subtotal for Vendor 80506 - Morgan Goins :					\$40.00
80507	Dena Terrell				
	2-6-2023		Park Deposit Refund	Park Building Deposit Refunds	\$40.00
Subtotal for Vendor 80507 - Dena Terrell :					\$40.00
80508	TW Construction				
	2-7-2023		Replace metal, repair termite and water damage on utility building 49 hours at \$120	Contractual	\$5,880.00
Subtotal for Vendor 80508 - TW Construction :					\$5,880.00

Approved Invoices by Vendor- Summary

City of Altamont

Vendor	PO	Description	Account Description	Invoice Amt
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Grand Total: \$91,473.43

Approved Invoices - Fund/Dept. Totals

Fund	Fund Total	Fund Name
01 General Fund		
01 General Government	\$636.10	
02 Gen Police	\$2,373.59	
03 General Court	\$35.00	
04 General Fire	\$2,333.06	
05 General Park	\$580.68	
06 General Street	\$102.88	
	<hr/>	
	\$6,061.31	
03 Municipal Equipment Reser		
00 NonDepartmental	\$927.72	
	<hr/>	
	\$927.72	
09 Lake Fund		
00 NonDepartmental	\$767.47	
	<hr/>	
	\$767.47	
50 Water Utility Fund		
00 NonDepartmental	\$13,083.87	
	<hr/>	
	\$13,083.87	
51 Electric Utility Fund		
00 NonDepartmental	\$10,339.08	
	<hr/>	
	\$10,339.08	
52 Gas Utility Fund		

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
	00	NonDepartmental	\$26,333.35	
			\$26,333.35	
	53	Sewer Utility Fund		
	00	NonDepartmental	\$1,760.39	
			\$1,760.39	
	54	Sanitation Utility Fund		
	00	NonDepartmental	\$4,770.08	
			\$4,770.08	
	60	Sales Tax		
	00	NonDepartmental	\$5,204.33	
			\$5,204.33	
	62	Capital Improvement Fund		
	00	NonDepartmental	\$6,761.24	
			\$6,761.24	
	76	Gas Reserve		
	00	NonDepartmental	\$15,420.00	
			\$15,420.00	
	82	Insurance Reserve Fund		
	00	NonDepartmental	\$44.59	
			\$44.59	
		Grand Total:	\$91,473.43	

ORDINANCE NO. 645

AN ORDINANCE AUTHORIZING EXECUTION OF THE NATURAL GAS PREPAY PARTICIPATION AGREEMENT WITH THE KANSAS MUNICIPAL GAS AGENCY AND ALL OTHER NECESSARY DOCUMENTS WITH RESPECT THERETO AND PROVIDING FOR THE PLEDGE OF THE REVENUES OF THE NATURAL GAS UTILITY SYSTEM OF THE CITY TO SECURE SUCH AGREEMENT.

WHEREAS, pursuant to an Interlocal Cooperation Agreement, certain Kansas Municipalities have joined together under the provisions of K.S.A. 12-2901 *et seq.* (the "Act"), to organize and create the Kansas Municipal Gas Agency ("KMGA"); and

WHEREAS, KMGA has created a Natural Gas Prepay project (the "Project") for the purpose of providing an economic means of a long-term natural gas acquisition for the mutual benefit of its members participating in the Project (the "Project Participants"); and

WHEREAS, the City of Altamont, Kansas (the "City") is a member of KMGA and the City desires to participate in the Project and receive the economic benefit associated with the Project; and

WHEREAS, KMGA will act on behalf of the Project Participants to enter into a Natural Gas Supply Agreement with the Minnesota Municipal Gas Agency; and

WHEREAS, the City and KMGA will enter into a Natural Gas Prepay Participation Agreement to effect the delivery of natural gas to the Project Participants and provide management services related to the Project; and

WHEREAS, K.S.A. 12-825j authorizes the City to enter into contracts with any person, firm, corporation or other municipality for the acquisition of natural gas upon such terms as may be deemed necessary and reasonable by the governing body of the City; provided such contracts shall not exceed a period of forty years and shall not be payable by the levy of any tax.

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

SECTION 1. It is hereby deemed advisable and in the best interest of the City that the City participate in the Project.

SECTION 2. The Mayor and City Clerk are hereby authorized to execute the Natural Gas Prepay Participation Agreement on behalf of the City (the "Participation Agreement") substantially in the form presented to the governing body this date.

SECTION 3. The revenues of the natural gas utility system of the City (the "System") are hereby pledged for the repayment of the obligations of the City under the Participation Agreement.

SECTION 4. The City agrees to fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the System, as will produce revenues sufficient to enable the City to have reasonable and adequate funds available for its proportionate and allocable share of costs associated with the Project as set forth in the Participation Agreement.

SECTION 5. The City Clerk and other officials of the City are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance.

SECTION 6. This Ordinance shall be in force and take effect from and after its adoption and publication once in the official newspaper of the City.

ADOPTED by the governing body of the City of Altamont, Kansas, on February 9, 2023.

(Seal)

ATTEST:

Richard Hayward | Mayor

Heather Beasley | City Clerk

NATURAL GAS PREPAY PARTICIPATION AGREEMENT

This Agreement entered into this ____ day of _____, by and between the Kansas Municipal Gas Agency ("KMGA") and the City of [insert City], Kansas (the "City):

WHEREAS, pursuant to an interlocal cooperation agreement, certain Kansas municipalities have joined together under the provisions of K.S.A. 12-2901 *et seq.*, to organize and create KMGA; and

WHEREAS, the City owns and operates a municipal natural gas, electric or other municipal utility system that uses natural gas and is a member of KMGA pursuant to the provisions of the interlocal cooperation agreement and the KMGA Bylaws; and

WHEREAS, KMGA intends to contract with the Minnesota Municipal Gas Agency, a public nonprofit corporation or public instrumentality ("MMGA"), or its successor or assigns, under a project to acquire long-term supplies of Natural Gas from a gas supplier, pursuant to a Natural Gas Supply Agreement (the "Gas Supply Agreement"), to meet a portion of the Natural Gas supply requirements of KMGA's members that elect to participate (collectively, the "Project Participants") through a gas prepayment project offered by MMGA (the "Project"); and

WHEREAS, KMGA will act on behalf of the Project Participants to acquire Gas and provide other management services related to the Project; and

WHEREAS, the City desires to participate in the Project and receive the economic benefits set forth in this Agreement; and

WHEREAS, K.S.A. 12-825j authorizes the City to enter into contracts with any person, firm, corporation or other municipality for the acquisition of Natural Gas upon such terms as may be deemed necessary and reasonable by the governing body of the City; provided such contracts shall not exceed a period of forty years and shall not be payable by the levy of any tax; and

WHEREAS, this Agreement is intended to enable KMGA to pass through the benefits and obligations of KMGA under the Gas Supply Agreement to the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

DEFINITIONS

"**Agreement**" shall mean this Natural Gas Prepay Participation Agreement by and between KMGA and the City.

"**City**" shall mean the City of [insert City], Kansas.

"**Commercially Reasonable**" or "**Commercially Reasonable Efforts**" shall have the meaning set forth in the Gas Supply Agreement.

“Contract Price” shall have the meaning set forth in the Gas Supply Agreement.

“Delivery Period” means the period as defined in *Article 1* of the Gas Supply Agreement commencing in 20____ and ending in 20____, unless earlier terminated pursuant to *Article 5* of the Gas Supply Agreement.

“Delivery Points” shall mean the respective Primary Delivery Points or the Alternate Delivery Points as defined in *Exhibit A*.

“Gas” or **“Natural Gas”** shall mean any mixture of hydrocarbons or of hydrocarbons and noncombustible gases, in a gaseous state consisting essentially of methane, which meets the quality requirements of the pipeline industry standard.

“Gas Acquisition Management Project Participation Agreement” shall mean the contract between KMGA and a member city, under KMGA’s Gas Acquisition Management Project, which is separate and apart from this KMGA Gas Prepay Project.

“Gas Day” means a period of 24 consecutive hours beginning at 9:00 a.m. CPT on a calendar day and ending at 9:00 a.m. CPT on the next calendar day or such other period as determined under the Gas Supply Agreement. The date of the Gas Day shall be the date at its beginning.

“Gas Supply Agreement” shall mean the agreement between KMGA and MMGA for the long-term supply of Gas to be delivered to the Project Participants, which is substantially in the form set forth in *Exhibit C* attached hereto; provided, however, the parties agree the fully executed Gas Supply Agreement will be added as *Exhibit C* to this Agreement after execution.

“KMGA” shall mean the Kansas Municipal Gas Agency.

“KMGA Prepay Administrative Fee” shall have the meaning as defined in *Section 5.2* of this Agreement.

“MMGA” ~~shall have the same meaning as set forth in the preamble of this Agreement~~ means the governmental or quasi-governmental entity that has the authority to issue municipal revenue bonds with the interest thereon being exempt from federal taxation pursuant to 26 U.S.C. §103.

“Participation Agreements” shall mean this and other Agreements entered into by and between KMGA and Project Participants.

“Parties” or **“Party”** shall mean collectively or individually, the City and KMGA.

“Project” shall mean the KMGA Gas Prepay project.

“Project Gas” shall mean Gas supplies to the Project Participants pursuant to this Agreement.

“Project Participants” shall mean the cities participating in the Project.

“System” shall mean the Natural Gas and/or Electric utility systems of the City.

ARTICLE I

Gas Purchases and KMGA Services

- 1.1 During the Delivery Period, the City shall purchase the volumes of Gas as specified on **Exhibit B** from the Project that are made available to KMGA pursuant to the terms and conditions of the Gas Supply Agreement.
- 1.2 The Contract Price of Gas shall be established as set forth in the Gas Supply Agreement.
- 1.3 In the event the City's failure to take Project Gas is due to load loss on its system, upon reasonable notice, KMGA shall first seek to transfer such gas volumes to other Project Participants. If no other Project Participants agree to such transfer, then KMGA may request that MMGA use Commercially Reasonable Efforts to sell, or arrange for sale, such quantities pursuant to the provisions of the Gas Supply Agreement. The City shall be obligated to pay the Contract Price for such quantities, and any amounts received from the sale, less all directly incurred costs or expenses including the project administration fee and a remarketing administrative charge, will be credited to the City pursuant to the Gas Supply Agreement.
- 1.4 The Project Gas will be delivered, and title will pass to the City, at the Delivery Points.
- 1.5 KMGA shall provide the City with services relating to the purchase and sale of Gas, nomination of gas supplies and any and all other operational transactions associated with the delivery of Project Gas to the City.

ARTICLE II

Term

- 2.1 This Agreement shall be effective from the date first herein written above and continue in full force and effect for a term ending on the later of (a) termination of the Gas Supply Agreement attached hereto as **Exhibit C**, or (b) the end of the Delivery Period and final billings; provided, however, the term will not exceed the limitations provided in K.S.A. 12-825j.
- 2.2 The Parties recognize that KMGA's right of early termination as provided for in **Section 5.3** of the Gas Supply Agreement allows for partial termination by KMGA whereby each Project Participant has the option to terminate their share of gas volumes under the Gas Supply Agreement.

ARTICLE III

Relationship to Other Contracts

- 3.1 Except for the identity of the Project Participants and the volumes of Gas set forth on **Exhibit B**, (and, as applicable, other information specific to each individual Project Participant), this Agreement is and shall remain identical to the Participation Agreements of the other Project Participants.

ARTICLE IV

Gas Supply Agreement

4.1 KMGA will enter into the Gas Supply Agreement on behalf of the City and all the other Project Participants. The terms and provisions of the Gas Supply Agreement are incorporated herein by reference and are attached hereto as **Exhibit C**. It is the intent of KMGA and the City that the benefits and obligations accruing to KMGA in the Gas Supply Agreement will flow through to the City pursuant to this Agreement. Accordingly, in the event of a conflict between the terms of this Agreement and the Gas Supply Agreement, the Parties to this Agreement shall look to the terms of the Gas Supply Agreement to attempt to resolve such conflict.

ARTICLE V

Cost Responsibility

5.1 It is the Parties' intention that the City will be responsible for its allocable share of the (a) Project Gas tendered for delivery, (b) any other costs, taxes, penalties or charges incurred by KMGA under the Gas Supply Agreement, (c) KMGA Prepay Administrative Fee and other reasonable costs associated with its operation of the Project. City's obligation to pay for its allocable share of such costs shall be effective upon the start of the Delivery Period and continue until all amounts due hereunder are paid in full notwithstanding the occurrence of any event or the taking of any action permitted by this Agreement.

5.2 The KMGA Prepay Administrative Fee shall be (i) an amount established by KMGA Board of Directors from time to time based on KMGA's budget, plus (ii) where applicable, City's portion of KMGA's costs incurred that are related to the Project but were not included in KMGA's budget. City shall have the right to review and have input on the KMGA budget via the KMGA Board of Directors. The KMGA Prepay Administrative Fee shall not exceed the management fee assessed by KMGA on gas supplied to cities under the Gas Acquisition Management Project Participation Agreement.

ARTICLE VI

Billing and Payments

6.1 KMGA will bill the City for actual volumes of gas tendered for delivery in MMBtu, adjusted for fuel losses and taxes imposed on KMGA, for each calendar month on or before the 20th day of the following month.

6.2 KMGA will bill the City in advance the estimated cost for projected gas supply to be delivered in the second month following the current calendar month as referenced in **Section 6.1** of this Agreement. KMGA will provide a true-up on subsequent invoices of the estimated costs to the actual costs and volumes when that information is available.

6.3 The City will pay invoices within thirty (30) days from the date such bills are sent by KMGA. The City agrees to pay all invoices without deduction and may contest any invoice as provided in **Section 6.4** of this Agreement. Interest on any unpaid amount shall accrue from the date due until the date upon which payment is made at the lesser of two percent (2%) per month or the highest rate allowed by law. KMGA shall have the right to suspend delivery of all or part of the gas supply to the City if (a) KMGA has not received

payment of an invoice by the tenth (10th) day after invoice due date, or (b) **an Event of Default of the City occurs** if the City breaches any other term or condition of this Agreement. Suspension of delivery of gas shall be in addition to any and all other remedies available at law or in equity.

6.4 In the event the City desires to dispute all or any part of the amount billed by KMGa it shall nevertheless pay the full amount of the invoice when due and give notification in writing within ninety (90) days from the date of the statements stating the specific grounds for the dispute and the amount in dispute. The City will not be entitled to any adjustment on account of any disputed invoice amounts which are not brought to the attention of KMGa by the City within the time and in the manner herein specified.

6.5 All amounts payable by the City under this Agreement shall be due whether or not future Gas deliveries are suspended, interrupted, interfered with, reduced, 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 KMGa or any other person under this Agreement or any other agreement for any cause whatsoever.

ARTICLE VII

Documentation Regarding the Project

7.1 KMGa will make reasonable efforts to obtain any specific information on the Project requested by the City.

7.2 The City agrees to deliver such certificates as required under the Gas Supply Agreement upon request by KMGa.

ARTICLE VIII

Liability and Indemnification

8.1 The City expressly agrees, to the fullest extent permitted by law, to indemnify, hold harmless and defend KMGa 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 Gas Supply Agreement, the Project, and/or the transportation of Gas from the Delivery Point, unless such loss, damage or injury is the result of bad faith, gross negligence, or reckless or willful misconduct of KMGa or its employees acting within the course and scope of their employment; provided, however, the indemnification by **any** the Project Participants shall be limited to **each such** Project Participant's allocable share.

8.2 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 Nothing herein shall be construed as a waiver by either Party of the sovereign tort immunity granted to the Parties under the laws of the State.

ARTICLE IX

Default and Remedies

9.1 An occurrence of any of the following events or conditions shall constitute an "Event of Default":

(a) Failure of the City to make any payment when due under this Agreement (a "Payment Default"); or

(b) Assignment of this Agreement by City other than as permitted pursuant to *Article Twelve* or any other action or omission by City that would cause KMGa to be in breach of any provision of the Gas Supply Agreement; 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.

9.2 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 by *Section 9.3* of this Agreement). 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.

9.3 In response to any Event of Default by KMGa, City shall not have the right to terminate this Agreement.

9.4 Notwithstanding any provision to the contrary contained in this Agreement, the Parties acknowledge and agree that KMGa 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 KMGa) provided to City pursuant to or in connection with this Agreement.

ARTICLE X

Dispute Resolution

10.1 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 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* of this Agreement.

10.3 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 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 either party may bring any suit, action, or proceeding at law or in equity, including without limitation mandamus, injunction, and action for specific performance, as such party determines may be necessary or appropriate to enforce any covenant, agreement, or obligation in this Agreement against the other party. **This Agreement shall be construed and governed by the laws of the State of Kansas.**

10.5 Notwithstanding any other provision of this Agreement to the contrary, the Parties may agree to mediate or arbitrate any dispute that arises under this Agreement.

ARTICLE XI

Covenants, Representations and Warranties

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

(a) KMGA is a governmental entity duly organized pursuant to an interlocal cooperation agreement, 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 KMGA of this Agreement have been duly authorized by all necessary action.

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

(d) There is no pending, or to the knowledge of KMGA, threatened action or proceeding affecting KMGA which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof. Notwithstanding the foregoing, KMGA's sole continuing covenant with respect to this **Section 11.1(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.

11.2 City's Representations. City hereby makes the following representations, warranties and covenants to KMGA 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 11.2(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 KMGA.

(f) City will establish, maintain and collect such rates, fees and charges for the distribution of Gas from its 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 System.

(g) The obligations of City to make payments under this Agreement shall be limited to the obligation to make payments from revenues of its System and available System reserves. All payments made by City pursuant to this Agreement shall constitute operation and maintenance expenses of its 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 its System revenues that is prior to the payment of operating and maintenance expenses.

(h) The City shall provide such financial information and operating data as KMGA is required to obtain from City under the Gas Supply Agreement or any rules or regulations applicable to KMGA related to the Project.

(i) The City agrees to resell or otherwise use Gas purchased under this Agreement (i) for a "qualifying use" as defined in U.S. Treas. Reg. § 1.148-1(e)(2)(iii), and (ii) in a manner that will not result in any private business use of that Gas within the meaning of Section 141 of the Code. The City agrees to execute upon request such certificates with respect to the gas purchases as required by KMGA or MMGA.

ARTICLE XII

Miscellaneous

12.1 Amendments and Waivers.

(a) Except as expressly provided herein, 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.

12.2 **Assignment.** This Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the parties hereto. Neither party may assign its rights nor delegate its obligations under this Agreement without the prior written consent of the other party.

12.3 **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.

To KMGA:

Kansas Municipal Gas Agency
6300 West 95th Street
Overland Park, KS 66212-1431
Attention: General Manager
E-mail: mahlberg@kmea.com
Phone: 913-660-0234

To the City:

12.4 **Confidentiality.** The parties agree that they and each of their agents, employees, contractors and other parties acquiring information about the Project or the Project Gas prices, quantity or quality shall hold such information in confidence, except to the extent such information must be disclosed to a third party as required by law or to effect delivery of Gas. The Parties recognize that any confidentiality restrictions hereunder must be consistent with applicable Kansas laws on open records and open meetings.

12.5 **Books and Records.** Each party shall have the right at all reasonable times to examine the books and records of the other party to the extent necessary to verify the accuracy of any statement, charge, computation or demand made under or pursuant to this Agreement.

12.6 **Governing Law.** This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

12.7 **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.

12.8 **Integration.** This Agreement contains the entire Agreement between the parties hereto, and no waiver, modification or other changes shall be effective unless in writing and executed by the parties.

12.9 **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.

12.10 **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.

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

KANSAS MUNICIPAL GAS AGENCY

By: _____
[Insert Name] | General Manager

THE CITY OF _____, KANSAS

By: _____
[Insert Name] | Mayor

(SEAL)

Attest:

By: _____
City Clerk

EXHIBIT A

DELIVERY POINTS

City of [Insert City], Kansas: City Gate

DRAFT

EXHIBIT B

GAS VOLUMES

CITY, Kansas	
Delivery Month	Daily Volume (MMBtu)
Apr	
May	
Jun	
Jul	
Aug	
Sep	
Oct	
Nov	
Dec	
Jan	
Feb	
Mar	

EXHIBIT C

GAS SUPPLY AGREEMENT

DRAFT

NATURAL GAS SUPPLY AGREEMENT

BY AND BETWEEN

MINNESOTA MUNICIPAL GAS AGENCY

AND

KANSAS MUNICIPAL GAS AGENCY

DATED AS OF [_____], 20__

City of Altamont

3 YR AVERAGE WITH STORAGE ACTIVITY												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
3 Yr Avg Vol	9,273	8,853	4,206	2,213	1,026	515	470	471	522	1,717	4,224	6,807
+ pipeline fuel	9,366	8,942	4,248	2,235	1,036	520	475	476	527	1,734	4,266	6,875
Storage Activity	(6,168)	(5,771)	(1,393)	2,786	2,587	3,184	2,785	2,786	1,791	2,189	(1,194)	(3,582)
Net Purchases	3,198	3,171	2,855	5,021	3,623	3,704	3,260	3,262	2,318	3,923	3,072	3,293
												40,700

This is your 3-year historical monthly average volume for 2019-2021 that KMGa purchased for the City.

	Monthly Volume Assigned to Prepay Project												
% Assigned to Prepay Project	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
50%	1,599	1,585	1,428	2,511	1,812	1,852	1,630	1,631	1,159	1,962	1,536	1,647	20,353
Prepay Daily Volume	52	57	46	84	58	62	53	53	40	63	51	53	

Percentage of City's 3-year historical monthly usage to the prepay project. **NOTE: this percentage modified & your volumes will be recalculated.**

Converts your monthly volume assigned to the prepay project to a daily volume.
This volume is shown in Exhibit B of the Prepay Agreement.

Possible Savings with Prepay Discount													TOTAL
\$0.33	\$527.67	\$523.05	\$471.24	\$828.63	\$597.96	\$611.16	\$537.90	\$538.23	\$382.47	\$647.46	\$506.88	\$543.51	\$6,716.16

This is an estimated savings for gas purchased through the prepay project with the discount.

From: [Dixie Riedel](#)
To: [Chad Buckley \(cityadmin@lyonsks.org\)](#); [City of Partridge-Debbie Fountain](#); [City of Rozel](#); [citymanager@concordiaks.org](#); [Cole Herder \(cole.herder@humboldtks.org\)](#); [Danielle Young \(dyoung@chenevks.org\)](#); [Ethan Reimer \(ereimer@halsteadks.com\)](#); [Gary Emry](#); [Gus Collins \(gcollins@winfieldks.org\)](#); [Jennifer Pugh \(cityofsylvia@outlook.com\)](#); [Joanna Hunter - Howard](#); [City of \(cityofhoward@sktc.net\)](#); [Jodi Wade \(jwade@cityoflacygne.org\)](#); [kim ryan \(burrton@outlook.com\)](#); [ksroufe@kechiks.gov](#); [LeaAnn Myers \(leaann@altamontks.com\)](#); [Mindy Iverson \(cityofabbyville@hotmail.com\)](#); [Murray T. McGee](#); [Nathan Law](#); [Raye Vaught - Cassoday](#); [City of \(cassoday@wheatstate.com\)](#); [Rod Willis \(rwillis@osagecity.com\)](#); [Sally Johnson \(cityofuniontown@ckt.net\)](#); [Stephanie Ashby \(cityofwalton@pixius.net\)](#); [Stephanie Graham \(Clerk@eskridgeks.org\)](#); [Tammy Konrade \(spearcty@ucom.net\)](#); [Tara Pierce \(cityclerk@cityofargonia.com\)](#); [twilson@garnettks.net](#); [Yvonne Hamer \(cityofdenison_yh@yahoo.com\)](#)
Cc: [Paul Mahlberg](#); [Terri Pemberton](#); [Kay Forsen](#)
Subject: Prepay Project Agreement
Date: Wednesday, February 1, 2023 8:50:15 AM
Attachments: [Prepay Participation Agreement with Cities \(Draft 2.01.23\).docx](#)
[MMGA and KMGAs Gas Supply Agreement - 12.16. 2022 draft \(Exhibit C to City Participation Agreement\).doc](#)
[Ordinance Sample \(2.01.2023\).docx](#)

Good morning KMGAs Members –

As stated in our email to you on December 16, 2022, KMGAs will enter into a Natural Gas Supply Agreement with Minnesota Municipal Gas Agency (MMGA), to acquire long-term natural gas supplies from Royal Bank of Canada (RBC) for KMGAs members electing to participate in the natural gas prepay project.

KMGAs and each City electing to participate in the Prepay Project will enter into a Prepay Participation Agreement. The attached Participation Agreement incorporates, to the extent possible, the comments, requests and suggestions received from members reviewing the documents which were emailed to you in December. The Participation Agreement is still in draft form as we will need additional information from each participating city. Information needed is listed below under next steps.

Also attached to this email is the current draft of that Natural Gas Supply Agreement between KMGAs and MMGA. We continue to work with MMGA and RBC on the changes and while there may be some additional edits to the agreement before final execution, the final version will be in substantially similar form as the attached draft.

We have also provided a sample Ordinance that you may use.

Next steps:

Once your city elects to participate in the Prepay Project, please provide KMGAs the following information:

1. Contact Name and Information for Section 12.3
2. Name of Mayor signing the agreement
3. Name of Clerk that will attest Mayor's signature
4. Daily volume for each month as shown on Exhibit B
 - I provided a spreadsheet to each city to aid in calculating daily volumes. If you need additional assistance with calculating your daily volumes or have questions regarding the volumes, feel free to reach out to me.

Once KMGAs has the information listed above, we will return to you an executable document.

We are still targeting March 15th as the due date for signed agreements to be returned to KMGA. We will sign those agreements and return a fully executed copy to you for your files.

Please contact us if you have any questions.

Thank you,
Dixie



Dixie Riedel | Director of Natural Gas

Direct 913.660.0230 | Mobile 913.660.2916 | ICE IM: driedel1

6300 W 95th Street | Overland Park, KS 66212

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City Administrator Report City Council February 9, 2023

1. **Year End** - Continuing to work on year-end reports
2. **Police Department** - Officer Anthony Austin will start Police Academy on February 13. He is scheduled to graduate on May 19th.
 - a. The Police Department received their equipment from participating in the Click It or Ticket STEP program. They received three measuring wheels for accident investigations, three body safety lights for stops after dark, and a new intoxilyzer 800 preliminary breath testing (pbt) device.
3. **Sewer** - There is a sewer line that needs to be replaced north of 4th Street between 401 S Washington and High School Street. The sewer line is an old clay pipe and is cracked. City Superintendent Brad Myers got a quote from Tri-Star Utilities from Independence. Their quote to burst the old sewer line and install new sewer taps and new poly sewer line was \$31,500. Tri-Star Utilities will start the repair in a couple of weeks.
4. **Solid Waste** - The Solid Waste Committee is waiting for documents from GFL to discuss an updated rate schedule for the Transfer Station.
5. **Building Repairs** - TW Construction has started working on the Utility building behind 501 S Huston.
6. **KMU Training** - Employees attended safety training regarding distracted workers.
7. **Cox Communications** - Continuing to work with Cox Communications on right-of-way permits
 - a. The Utility Department has ordered several cases of marking paint and flags to mark One Calls for Cox Communications.
 - b. During this project, any time Cox crosses a gas line a City utility employee will have to be present.
 - c. The Utility Department will also have to complete a gas report each time a gas line is crossed.



8. **Computers** - The City Office will be getting new computers. They are scheduled to be installed on February 23. The City Office will have limited access to the computer system that day. The current computers were purchased in 2019.
 - a. The Police Department also got a new computer to download their body and car cameras.
9. **Poor Boys Tree Service** - Received the final bill from Poor Boys. The total cost was \$44,594.32. While they were here, they removed 10 trees and trimmed 66 trees out of the City's main power lines.
 - a. The utility department also removed several additional trees while they were here.
10. **Lead and Copper** - If you have not turned in your Lead and Copper Survey, please get those turned in.
11. **Fire Grants** - Collected information for the Fire grants
 - a. Mayor Hayward completed and submitted AFG and PACF grants for the Fire Department.

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.

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;