

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

March 24, 2022

7:00 PM Regular Meeting

CALL TO ORDER

PLEDGE OF ALLEGIANCE & PRAYER

MINUTES - Regular meeting of March 10, 2022

INVOICES - \$94,406.02

PUBLIC COMMENT & GUESTS

- A. Chad Weinand, GLMV Architecture - McMillen Park Master Plan
- B. Danny Coltrane, Midwest Engineering Group - Sewer Improvement Engineer

ORDINANCES/RESOLUTIONS /PROCLAMATIONS

A.

OLD BUSINESS

- A. Sewer Improvement Engineer
 - a. Midwest Engineering Group
 - b. Allgeier, Martin and Associates, Inc.
- B. McLiney and Company - Municipal Advisors, Joey McLiney

NEW BUSINESS

- A. 2022 EMC Insurance Renewal
- B. Completion of 6 month probation - 25 cent raise
 - a. LeaAnn Myers - City Administrator
 - b. Heather Beasley - City Clerk

TABLED & PENDING BUSINESS

- A. Old Fire Department Building Demolition
- B. War Veteran Memorial
- C. Electric Rate Increase
- D. Sewer Rate Increase
- E. LMI Study

DEPARTMENT REPORTS

- A. City Administrator



EXECUTIVE SESSION MOTION

A. Non-elect personnel

COMMUNICATIONS:

- The Low Energy Assistance Program (LIEAP) is accepting applications through March 31, 2022. Please contact the City Office if you need assistance with the application.
- If you are interested in signing up for level payment, please contact the City Office at 620-784-5612.
- Altamont Pet Clinic, Thursday, March 31st from 3 - 5 p.m. in the Altamont Recycling Center at 409 S Huston. All cats and dogs in the City are required to be up to date on rabies vaccination and registered annually with the City in accordance with Ordinance #625.

ADJOURNMENT

**MINUTES
CITY OF ALTAMONT
March 10, 2022**

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 and Lyle Sykes
MINUTES	Councilmember Cochran moved and Coffey seconded to approve the minutes for February 24, 2022. Motion carried.
INVOICES	Councilmember Coffey moved and Cochran seconded to pay the invoices in the amount of 45,895.65. Motion carried
MCLINEY AND COMPANY	Kip Hart from McLiney and Company was present to offer their services as Municipal Advisors to the City of Altamont. McLiney and Company would like to re-negotiate the current leases on the Ditch Witch and Case Compact Loader. The council was provided with a contract and a fee schedule for their services. Robert Myers suggested allowing the council as well as himself, time to review the contract, and make a decision at the next Council Meeting in two weeks.
ARPA FUNDS	The City will receive \$77,754.37 in July 2022 and is looking at using those funds for a sewer project as it is an appropriate and approved project for those funds. Brad and LeaAnn met with an engineer earlier in the week, the City has worked with in the past. There are currently two standing quotes from Engineers that the Council will be provided with at the next Council Meeting.
AC MITIGATION FOR GAS	The Council was provided with a notice from USDI in their packet on the cost of providing AC Mitigation for the steel feeder line into town. An SSD Solid State Coupler would be installed to take the stray AC off of the four inch steel pipe coming to town. This has been an ongoing situation and has been brought up by the KCC for the last 5-7 years and the readings are getting higher. KCC needs an answer by this year and Brad Myers, Utility Superintendent says this is a project that we have to do. Councilmember Cochran moved to approve the USDI for the AC Mitigation as a cost not to exceed \$10,000.00, Coffey seconded. Motion Carried.
BALING BIDS 20 ACRES	In the past the City has accepted bids for the baling of the 20 acres and wanted to make sure the Council was alright doing that again. There were no concerns from any councilmember about accepting bids. LeaAnn Myers will provide the bids at the first Council Meeting in April.
BUILDING REPAIR QUOTES	Brad received a few local quotes for the repair of the building due to a water leak and hole in the roof. The Council was provided bids in their packets from Cook's Services, SEK Garage Doors and Volmer Construction. Councilmember Wiford motioned and Cochran seconded to go with Cook's on the roof, the walls, and the steel door and insulation on the utility building for \$33, 850. Motion Carried.
CITY ADMINISTRATOR	<ol style="list-style-type: none">1. Payment Plans – Continuing to review payment plan balances.2. Annual Reports – the City Office is working on annual reports.3. Audit – Preparing for the 2021 City Audit which is scheduled for March 29, 2022.4. Council Retreat – Attended the City Council Retreat on Thursday, March 3.5. Fireworks – Finalized the purchase of fireworks and liability insurance for the City's Firework Display on July 3rd.6. Accounts Payable and Payroll – Continuing to cross-train Heather Beasley on Accounts Payable and Payroll.7. Court – Heather Beasley received the new printer and cart for court.8. Grant Writing – Heather Beasley has started 10 week grant writing course through Fort Hays State University.9. Court Conference – Heather Beasley attended Court Conference in Wichita last week.10. Insurance Renewal – Reviewed and updated the current insurance policy for renewal in April.11. Police Academy – Blake Sanchez is scheduled to begin Police Academy on March 28th. This is a 14 week program.

- 12. Police Training** – Michael Shields attended the Kansas Narcotic’s Officer’s Training this week.
- 13. Sergeant Josh March** – Sergeant Josh March turned in his resignation as a public safety officer effective on March 31, 2022. We are accepting applications for a police officer.
- 14. Pool** – The utility department is planning on painting the pool this spring.

UTILITY REPORT	<p>The Utility Department replaced 2 water valves</p> <p>Completed their Gas OQ qualifications, including their comp. testing, USDI gave them their hands on training.</p> <p>Repaired a water leak on 9th Street</p> <p>Replaced a plug in and receptical in the Fire Department</p> <p>Looked at 3 water leaks on the customer side</p> <p>Replaced electric fuse on 7th street</p> <p>Make a tap on gas main and run new gas line to Christ’s Church</p> <p>Gas leak at 510 Wells on a hot water tank</p> <p>Replace frost free hydrant at the lake campsite 12</p> <p>Cut trees</p> <p>Repair water leak at 500 Lincoln</p> <p>Working on cutting a lot of trees in primary electric</p> <p>Snow Removal</p> <p>KCC gas audit is complete and Nate and JB were able to sit in on that as well as Josh in the afternoon</p> <p>JB and Josh will be attending the KRWA Conference in Wichita and take their water exams</p> <p>Replaced a water valve at 706 Wabash</p> <p>Cut trees on 10th and Wells</p> <p>Ordered and received pool paint and chemicals and received that paint this week.</p> <p>Power washed the back of Police Department Building and repaired cracks in the concrete blocks to prep for painting</p> <p>Unplugged the sewer main in the alley behind 4th and Karner</p> <p>Everyone passed their field evaluations on their gas OQ and are good for another 3 years</p>
TWIN VALLEY REPAIRS	<p>Brad Myers shared a quote that he had received from Twin Valley with the council, for some utility repairs in the city. Councilmember Coffey moved to accept Twin Valleys bid to do the High Voltage Electric upgrade that is needed from Wabash Street continuing East towards Karner Avenue, not to exceed the cost of \$53,151.19 and Wiford seconded.</p> <p>Motion carried.</p>
COMMUNICATIONS	<p>The Low Energy Assistance Program (LIEAP) is accepting applications through March 31, 2022. Please contact the City Office if you need assistance with the application.</p> <p>If you are interested in signing up for level payment, please contact the City Office at (620)784-5612. Reminder that all level pay participants must pay their March bill by the 15th to avoid late fees.</p> <p>Altamont Pet Clinic will be held on Thursday, March 31st from 3-5PM in the Altamont Recycling Center at 409 S Huston. All cats and dogs in the City are required to be up to date on rabies vaccination and registered annually with the City in accordance with Ordinance #625.</p>
ADJOURN	<p>Councilmember Cochran moved and Coffey seconded to adjourn. Motion carried. 7:55PM</p>

DATE

Heather Beasley, City Clerk

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
40	City of Altamont Petty cash			
03212022		Replinish cash drawer	Contractual	\$5.00
Subtotal for Vendor 40 - City of Altamont Petty cash :				\$5.00
83	Verizon			
9901416017		Cell phones, three replacement phones, add new line	Contractual	\$393.39
Subtotal for Vendor 83 - Verizon :				\$393.39
248	BAUGHER EQUIPMENT, INC.			
3799231		evacuator, foam grips, idler, drive tire	Commodities	\$373.25
Subtotal for Vendor 248 - BAUGHER EQUIPMENT, INC. :				\$373.25
402	Computer Information Concepts			
34256		Municipal Software Annual Renewal - May 2022 - April 2023	Contractual	\$400.00
34256		Municipal Software Annual Renewal - May 2022 - April 2023	Contractual	\$195.00
34256		Municipal Software Annual Renewal - May 2022 - April 2023	Contractual	\$400.00
34256		Municipal Software Annual Renewal - May 2022 - April 2023	Contractual	\$400.00
34256		Municipal Software Annual Renewal - May 2022 - April 2023	Contractual	\$400.00
34256		Municipal Software Annual Renewal - May 2022 - April 2023	Contractual	\$400.00
Subtotal for Vendor 402 - Computer Information Concep				\$2,195.00
800	IIMC			
2022Myers		Membership annual renewal - Myers	Contractual	\$115.00
Subtotal for Vendor 800 - IIMC :				\$115.00
866	KANSAS DEPT OF REVENUE			
2068		utility sales tax	Contractual	\$11,140.44
Subtotal for Vendor 866 - KANSAS DEPT OF REVENUE :				\$11,140.44
881	KANSAS RURAL WATER ASSN.			
2022CCR		Water Consumer Confidence Report	Contractual	\$75.00
Subtotal for Vendor 881 - KANSAS RURAL WATER ASS				\$75.00

Approved Invoices by Vendor- Summary

City of Altamont

Vendor	Invoice	PO	Description	Account Description	Invoice Amt
949	KANSAS MUNICIPAL ENERGY AGENCY				
	2022-02		Electricity	Utility Costs	\$33,496.10
Subtotal for Vendor 949 - KANSAS MUNICIPAL ENERGY					\$33,496.10
950	Kansas Municipal Gas Agency				
	2022-02		natural gas	Utility Costs	\$32,053.08
Subtotal for Vendor 950 - Kansas Municipal Gas Agency					\$32,053.08
971	KANSAS STATE TREASURER				
	05012022		Gas low interest loan payment	Payment Plan- Loan Payback	\$8,488.85
Subtotal for Vendor 971 - KANSAS STATE TREASURER					\$8,488.85
1371	BRAD MYERS				
	03222022		Rear Bumper and Tailgate	Vehicle	\$1,173.00
Subtotal for Vendor 1371 - BRAD MYERS :					\$1,173.00
1660	POSTMASTER				
	04012022		postage	Commodities	\$36.00
	04012022		postage	Commodities	\$36.00
	04012022		postage	Commodities	\$20.00
	04012022		postage	Commodities	\$36.00
	04012022		postage	Commodities	\$36.00
	04012022		postage	Commodities	\$36.00
Subtotal for Vendor 1660 - POSTMASTER :					\$200.00
2111	CenturyLink				
	03072022		phone service	Contractual	\$60.00
	03072022		phone service	Contractual	\$40.00
	03072022		phone service	Contractual	\$80.71
	03072022		phone service	Contractual	\$47.28
	03072022		phone service	Contractual	\$60.00
	03072022		phone service	Contractual	\$75.00
	03072022		phone service	Contractual	\$10.00

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
2111 CenturyLink				
03072022		phone service	Contractual	\$21.53
03072022		phone service	Contractual	\$60.00
Subtotal for Vendor 2111 - CenturyLink :				\$454.52
79500 Als Fitness Center				
04-2022		Gym Memberships	Contractual	\$30.00
04-2022		Gym Memberships	Contractual	\$10.00
04-2022		Gym Memberships	Contractual	\$20.00
04-2022		Gym Memberships	Contractual	\$70.00
04-2022		Gym Memberships	Contractual	\$30.00
Subtotal for Vendor 79500 - Als Fitness Center :				\$160.00
79653 Dollar General-Regions 410526				
03042022		drinks, council retreat expense	Commodities	\$83.25
03042022		paper towels	Commodities	\$14.00
Subtotal for Vendor 79653 - Dollar General-Regions 410				\$97.25
79670 Mid-American Research Chemical				
0756194		striping paint	Commodities	\$190.40
Subtotal for Vendor 79670 - Mid-American Research Che				\$190.40
79848 Labette Hardware				
2203-116563		elbows	Commodities	\$119.60
Subtotal for Vendor 79848 - Labette Hardware :				\$119.60
79977 CNH INDUSTRIAL RETAIL ACCOUNTS				
1770531		tractor lease payment	Contractual	\$952.01
Subtotal for Vendor 79977 - CNH INDUSTRIAL RETAIL A				\$952.01
80031 UTILITY SAFETY AND DESIGN INC				
20220181		gas sensit	Commodities	\$2,060.43
Subtotal for Vendor 80031 - UTILITY SAFETY AND DESI				\$2,060.43

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
80264 Heather Beasley				
03212022		Mileage to CCMFOA	Contractual	\$231.66
Subtotal for Vendor 80264 - Heather Beasley :				\$231.66
80274 Gilbert's Tool Box				
210300		Gear ratchet	Commodities	\$20.00
Subtotal for Vendor 80274 - Gilbert's Tool Box :				\$20.00
80345 Zach Townsend				
03182022		Park Deposit Refund	Park Building Deposit Refunds	\$40.00
Subtotal for Vendor 80345 - Zach Townsend :				\$40.00
80350 The Skinny Hen				
001		Employee lunches	Commodities	\$141.57
Subtotal for Vendor 80350 - The Skinny Hen :				\$141.57
80351 Bridget Nash				
03182022		Mileage to PRC	Contractual	\$14.63
Subtotal for Vendor 80351 - Bridget Nash :				\$14.63
80352 Richard &/or Mary Hayward				
2022		level payment overpayment	Contractual	\$215.84
Subtotal for Vendor 80352 - Richard &/or Mary Hayward				\$215.84

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
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Grand Total: \$94,406.02

Approved Invoices - Fund/Dept. Totals

Fund	Fund Total	Fund Name
01 General Fund		
01 General Government	\$310.00	
02 Gen Police	\$1,636.39	
03 General Court	\$118.81	
05 General Park	\$54.00	
12 General Library	\$10.00	
	<hr/>	
	\$2,129.20	
03 Municipal Equipment Reser		
00 NonDepartmental	\$952.01	
	<hr/>	
	\$952.01	
05 Recreation		
00 NonDepartmental	\$14.63	
	<hr/>	
	\$14.63	
07 Special Highway Fund		
00 NonDepartmental	\$190.40	
	<hr/>	
	\$190.40	
09 Lake Fund		
00 NonDepartmental	\$10.00	
	<hr/>	
	\$10.00	
50 Water Utility Fund		
00 NonDepartmental	\$654.25	

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
			\$654.25	
	51	Electric Utility Fund		
	00	NonDepartmental	\$34,047.10	
			\$34,047.10	
	52	Gas Utility Fund		
	00	NonDepartmental	\$43,222.96	
			\$43,222.96	
	53	Sewer Utility Fund		
	00	NonDepartmental	\$496.00	
			\$496.00	
	54	Sanitation Utility Fund		
	00	NonDepartmental	\$1,263.19	
			\$1,263.19	
	59	Unapplied Credit		
	00	NonDepartmental	\$215.84	
			\$215.84	
	60	Sales Tax		
	00	NonDepartmental	\$11,140.44	
			\$11,140.44	
	65	Al's Fitness Center		
	00	NonDepartmental	\$70.00	
			\$70.00	
		Grand Total:	\$94,406.02	

AP Check Register (APLT43)

City of Altamont

		Check No	Check Date	Vendor No	Vendor Name	Check Amount
Bank No:	1	Account: 006572				
		35481	3/24/2022	79500	Als Fitness Center	\$160.00
		35482	3/24/2022	248	BAUGHER EQUIPMENT, INC.	\$373.25
		35483	3/24/2022	1371	BRAD MYERS	\$1,173.00
		35484	3/24/2022	80351	Bridget Nash	\$14.63
		35485	3/24/2022	2111	CenturyLink	\$454.52
		35486	3/24/2022	40	City of Altamont Petty cash	\$5.00
		35487	3/24/2022	79977	CNH INDUSTRIAL RETAIL ACCOUNTS	\$952.01
		35488	3/24/2022	402	Computer Information Concepts	\$2,195.00
		35489	3/24/2022	79653	Dollar General-Regions 410526	\$97.25
		35490	3/24/2022	80274	Gilbert's Tool Box	\$20.00
		35491	3/24/2022	80264	Heather Beasley	\$231.66
		35492	3/24/2022	800	IIMC	\$115.00
		35493	3/24/2022	949	KANSAS MUNICIPAL ENERGY AGENCY	\$33,496.10
		35494	3/24/2022	950	Kansas Municipal Gas Agency	\$32,053.08
		35495	3/24/2022	881	KANSAS RURAL WATER ASSN.	\$75.00
		35496	3/24/2022	971	KANSAS STATE TREASURER	\$8,488.85
		35497	3/24/2022	79848	Labette Hardware	\$119.60
		35498	3/24/2022	79670	Mid-American Research Chemical	\$190.40
		35499	3/24/2022	1660	POSTMASTER	\$200.00
		35500	3/24/2022	80352	Richard &/or Mary Hayward	\$215.84
		35501	3/24/2022	80350	The Skinny Hen	\$141.57
		35502	3/24/2022	80031	UTILITY SAFETY AND DESIGN INC	\$2,060.43
		35503	3/24/2022	83	Verizon	\$393.39

AP Check Register (APLT43)

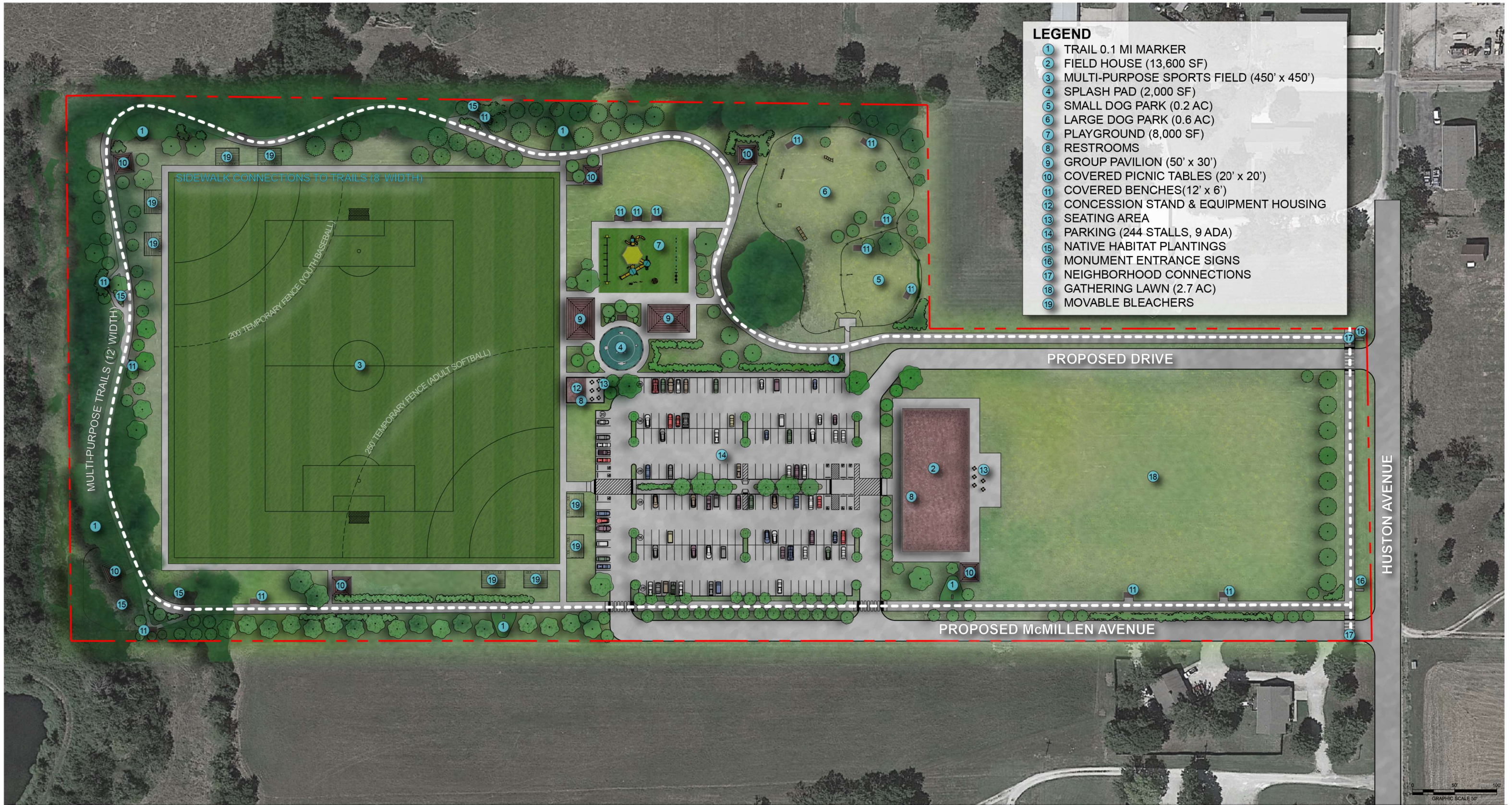
City of Altamont

Check No	Check Date	Vendor No	Vendor Name	Check Amount
35504	3/24/2022	80345	Zach Townsend	\$40.00
Bank Account Totals:				\$83,265.58
Total Of Checks:				\$83,265.58

AP Wire Register (APLT44)

City of Altamont

Wire Nbr.	Wire Date	Vendor No	Vendor Name	Wire Amount
<hr/>				
Bank No:	1	Account:	006572	
-922	3/24/2022	866	KANSAS DEPT OF REVENUE	\$11,140.44
<hr/>				
Bank Account Totals:				\$11,140.44
<hr/>				
Total Of Wires:				\$11,140.44



- LEGEND**
- ① TRAIL 0.1 MI MARKER
 - ② FIELD HOUSE (13,600 SF)
 - ③ MULTI-PURPOSE SPORTS FIELD (450' x 450')
 - ④ SPLASH PAD (2,000 SF)
 - ⑤ SMALL DOG PARK (0.2 AC)
 - ⑥ LARGE DOG PARK (0.6 AC)
 - ⑦ PLAYGROUND (8,000 SF)
 - ⑧ RESTROOMS
 - ⑨ GROUP PAVILION (50' x 30')
 - ⑩ COVERED PICNIC TABLES (20' x 20')
 - ⑪ COVERED BENCHES (12' x 6')
 - ⑫ CONCESSION STAND & EQUIPMENT HOUSING
 - ⑬ SEATING AREA
 - ⑭ PARKING (244 STALLS, 9 ADA)
 - ⑮ NATIVE HABITAT PLANTINGS
 - ⑯ MONUMENT ENTRANCE SIGNS
 - ⑰ NEIGHBORHOOD CONNECTIONS
 - ⑱ GATHERING LAWN (2.7 AC)
 - ⑲ MOVABLE BLEACHERS



McMILLEN PARK CONCEPTUAL MASTER PLAN

ALTAMONT, KS | 2022





March 08, 2022

VIA EMAIL

MEG PN: 2022-Girard-03-001

City of Altamont
Richard Hayward, Mayor
PO Box 305
407 S Huston Street
Altamont, Kansas 67330

**RE: City of Altamont, Kansas - Sanitary Sewer PER and GIS Utility Mapping
Letter Agreement for Professional Services**

Thank you for considering Midwest Engineering Group, LLC as “Engineer” to provide professional services to City of Altamont, Kansas designated as “Owner” in connection with the Sanitary Sewer Preliminary Engineering Report and GIS Utility Mapping Project. A detailed description of our proposed services is identified in this letter agreement.

Our firm is qualified, ready, and able to provide the needed engineering and support services in accordance with industry standards. Should the Owner desire that Engineer provide Additional Services beyond those that are identified as Basic Services, we have included our current standard hourly billing rates, which are typically adjusted annually to reflect then current market conditions.

Owner agrees to provide all necessary information for the performance of services by Engineer within a reasonable amount of time after it is requested and the Engineer will be given timely access to the project site, as necessary, to complete the agreed upon services.

The following individuals are designated as primary project representatives for Owner and Engineer. These individuals shall be the primary point of contact and shall receive all project correspondence or notices.

Engineer	Owner
Midwest Engineering Group, LLC	City of Altamont, Kansas
Daniel (Danny) L. Coltrane, P.E.	Brad Myers, Public Works Superintendent
25A Main Street	300 E 6 th
Sapulpa, OK 74066	Altamont, KS
Phone: 918-264-9405	Phone: 620-784-5582
Email: dcoltrane@midwest-engineers.com	Email:

This letter agreement, along with the attached Hourly Rate Schedule and Standard Terms and Conditions (T&C), represent the entire understanding between Owner and Engineer concerning this project. The T&C describe provisions affecting this agreement, including some which limit Engineer’s liability. The T&C should be read and understood before entering into this agreement. Should you have questions about this agreement, please contact us so that we may address your concern. If these documents satisfactorily set forth our understanding, please sign the enclosed copy of this letter agreement in the space provided below and return it to us. Engineer will schedule and begin performing services after receipt of your signed acceptance of this agreement. We will perform these services with reasonable diligence consistent with sound professional practice. Our proposal is open for acceptance for 60 days from letter agreement date on page 1.

Our compensation for completing services under this agreement will be a comprehensive fee for Basic Services, as described herein, plus reimbursable expenses. Our compensation for completing any Additional Services, also described herein, will accrue on an hourly basis in accordance with our Hourly Rate Schedule, which is attached hereto, and in effect at the time services are performed, plus reimbursable expenses.

Reimbursable expenses (which are out-of-pocket expenses such as printing, vehicle mileage, delivery charges, title work, filing fees, or application fees, etc.) will be invoiced at actual cost plus ten percent (10%) to cover administrative overhead.

Owner will be invoiced monthly, based on the progress that has occurred in completing the Basic Services and any Additional Services. All invoices are due and payable on receipt and will be considered past due if payment is not received on-time. The attached T&C describes past due date, interest charges for late payment and related matters. The Engineer retains the right to cease performing its services until satisfactory arrangements are made to settle any late account.

We appreciate this opportunity to provide you our proposed letter agreement for services and look forward to working with you on this project. If questions should arise after you review this letter, please call me at the phone number identified above.

ENGINEER

By: _____
Daniel (Danny) L. Coltrane, P.E.

OWNER

By: _____
Richard Hayward, Mayor
City of Altamont, Kansas

Accepted this _____ day of _____ 2022.

Attest: _____

Title:

BASIC SERVICES SUMMARY

Attached to and made a part of the Agreement for Professional Services by and between Owner and Engineer in respect to the Sanitary Sewer PER and GIS Utility Mapping Project. The scope of work will include the development of Subsurface GIS Mapping and a PER per USDA guidelines.

SCOPE OF BASIC SERVICES

For the compensation outlined in this Agreement, Engineer will perform the following professional services. Services not detailed within the Scope of Basic Services are specifically excluded from the scope of Engineer's services and Engineer assumes no responsibility to perform any services not specifically listed.

Subsurface GIS Utility Mapping:

Est. Budget \$30,000.00

1. MEG will purchase Subsurface Mapping software, with one year subscription, and GIS equipment and set up Subsurface platform for client use.
Est. Cost: \$4,000 to \$4,500 Lump Sum
2. MEG will collect existing city utility systems information and create base maps through Subsurface Mapping for their water, gas and electric distribution systems.
Est. Cost: \$10,000 Hourly Rate
3. MEG will evaluate the existing sanitary sewer lift station which will include conducting a pump test and reviewing the current run time hours to get the total flow of the sanitary sewer system which will be used to evaluate the size of the lagoon.
Est. Cost: \$8,000 Lump Sum
4. MEG will create a sanitary sewer base map through Subsurface Mapping. The base map will classify the existing sanitary sewer system by pipe material and size. The mapping will then be used to identifying problem areas and areas in need of rehabilitation.
Est. Cost: \$7,500 Hourly Rate
5. Project completion timeline - 12 months

Professional Engineer Report (PER) for Sanitary Sewer System:

Lump Sum Cost: \$15,000.00

PER will include the following:

1. Financial and Rate Review and Projections
2. Demographics and Population Projections
3. PER will be comprehensive enough to be used for obtaining loans and/or acquiring funding from state and local entities.

Professional Engineer Report (PER) for Gas Distribution System:

Lump Sum Cost: \$15,000.00

PER will include the following:

1. Financial and Rate Review and Projections
2. Demographics and Population Projections
3. PER will be comprehensive enough to be used for obtaining loans and/or acquiring funding from state and local entities.

Reimbursable Expenses:

1. Costs plus 10%
2. Lodging Costs
3. Current IRS mileage rates

ADDITIONAL SERVICES

If agreed to by the Owner and Engineer, we will provide Additional Services. Additional Services are those not included as part of the Scope of Basic Services and shall be paid for by the Owner in addition to payment for Basic Services, in accordance with Engineer's then current hourly rate schedule, in effect at the time that such services are rendered, or as otherwise agreed to by the Owner and Engineer, typically through an addendum. Costs shown below are estimated, for budgeting purposes only.

N/A

EXCLUDED SERVICES

In addition to the Basic Services outlined above, below is an additional list of services the Engineer typically provides when they are deemed necessary or advisable, based on project scope. The Owner has declined to include such services in this Agreement and has decided to obtain those services from another source or to forgo those services. At this time, the following services are therefore excluded from this agreement.

Excluded Services include:

- Design
- Bidding Services
- Construction Administration
- Construction Observation
- Geotechnical
- Stormwater Pollution Prevention Plan (SWPPP)
- Construction Observer
- Additional Engineering
- Environmental Report
- Land Acquisition
- Material Testing
- Construction Staking
- Easement Preparation
- Easement Acquisition
- Archeological Study

SERVICES and DATA PROVIDED BY OTHERS

Below is a list of services and data that will provided by other than the Engineer to complete the project. At this time, the following services and data are therefore excluded from this agreement.

N/A

Hourly Rate Schedule

Project or Construction Manager

PM6	\$	195.00
PM5	\$	175.00
PM4	\$	145.00
PM3	\$	130.00
PM2	\$	120.00
PM1	\$	100.00

Engineer, Designer, or Planner

E6	\$	205.00
E5	\$	190.00
E4	\$	165.00
E3	\$	135.00
E2	\$	115.00
E1	\$	95.00

Construction Observer or

T6	\$	120.00
T5	\$	110.00
T4	\$	105.00
T3	\$	95.00
T2	\$	85.00
T1	\$	70.00

Administrative Staff/Clerical

A3	\$	80.00
A2	\$	70.00
A1	\$	60.00

Passenger Car, Truck Mileage

PMILE	Based on Federal Guidelines
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Survey Crew

S3 (3 man crew)	\$	210.00
S2 (2 man crew)	\$	160.00
S1 (1 man crew)	\$	105.00

Expenses

EXPENSES	Cost + 10% unless otherwise noted
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Per Diem

PERD	Based on Federal Guidelines Per Location or Agreed to Rate
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Revised 9/1/21

Standard Terms and Conditions
Midwest Engineering Group, LLC (MEG)

Agreement Definition. The term “Agreement” used herein means the attached Agreement for Professional Services, the attached Basic Services Summary, any approved Addendum(s), and these Standard Terms and Conditions.

Assignment. Neither party to this Agreement will transfer or assign any rights or duties under or interest in this Agreement (including but not limited to monies that are due or that may be due) without the prior written consent of the other party. Subcontracting to consultants or subconsultants normally contemplated by MEG will not be considered a transfer or assignment for purposes of this Agreement.

Betterment. If a required item or component of the Client’s project should be omitted from MEG’s construction documents, MEG will not be responsible for paying the cost required to add such item or component.

Certificate of Merit. The Client will make no claim for professional negligence and/or errors or omissions, either directly or by way of a cross complaint against MEG unless the Client has first provided MEG with a written certification executed by an independent engineer practicing in the same discipline as MEG and licensed in the State of Kansas. This certification will: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier’s opinion that such acts or omissions do not conform to the standard of care. This certificate will be provided to MEG not less than thirty (30) calendar days prior to the filing of any civil litigation. This clause will take precedence over any existing state law in force at the time of the claim.

Certifications. MEG will not be required to sign any certifications or documents, no matter by whom requested, that would result in MEG having to certify, guarantee or warrant the existence of conditions whose existence MEG cannot ascertain and, within MEG’s scope of services, as outlined in this Agreement, have not been and could not be ascertained. Client agrees not to make resolution of any dispute with MEG or payment of any amount due to MEG in any way contingent upon MEG’s signing any such certification.

Changed Conditions. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to MEG are revealed, to the extent that they affect MEG’s scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, MEG may suspend performance of services and call for renegotiation of appropriate portions of this Agreement. MEG and the Client will promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision herein.

Compliance with Laws. The Client acknowledges that the requirements of federal, state, and local laws, rules, codes, ordinances, and regulations, including the Americans with Disabilities Act, are subject to various and possible contradictory interpretations. MEG will use reasonable professional efforts and judgment to correctly interpret and apply such requirements. MEG, however, cannot and does not certify, guarantee nor warrant that services will comply with the interpretation of such requirement by others.

Construction Means and Safety. If this Agreement provides for any construction phase services by MEG, it is understood it is the Client’s contractor(s), not MEG, who is responsible for the construction of the Project, and that MEG is not responsible for the acts, errors and omissions of any contractor, subcontractor, or material supplier; for safety precautions, programs, or enforcement; or for construction means, methods, techniques, sequences, and procedures used by anyone working on the Project.

Cost Estimates and/or Opinions of Probable Cost. It is acknowledged that neither MEG nor Client has control over the cost or availability of labor, over materials or equipment, over any contractor’s method of pricing, or over competitive bidding, market or negotiating conditions. MEG does not guarantee or warrant that bids or negotiated prices to construct the part of the project for which it has provided services will not vary from any opinions of probable cost, cost estimate, or evaluation prepared by or agreed to by MEG.

Covenant Not To Sue. Client and MEG mutually covenant that, notwithstanding any statute of limitation in effect and applicable to the contrary, neither party will file any claim concerning this Agreement more than 12 months after the last day MEG performs services under this Agreement. Client and MEG agree that this covenant not to sue applies to any claim either party may have, including but not limited to claims based in contract, common law, or warranty, and applies to any and all claims related to this Agreement.

Governing Law and Exclusive Forum. The laws of the State of Kansas will govern the validity of this Agreement, its interpretation and performance, regardless of choice of law rules. Any litigation arising from this Agreement must be brought in the District Court of Creek County, Oklahoma.

Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of MEG, MEG’s officers, directors, stockholders, employees, consultants, subconsultants, and agents, to Client, and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement or from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall be limited to the total amount of compensation received by MEG under this Agreement or \$50,000, whichever is greater.

If this Agreement does not provide for any on-site construction phase services, Client acknowledges there is an increased risk of construction disputes and a lessened assurance that the Project will be constructed in conformance with the construction documents. Therefore, if the Client elects to undertake construction without retaining MEG for any on-site construction phase services, the limits of

MEG's liability related to services under this Agreement, or any additional services approved under this Agreement, shall be limited to fifty percent (50%) of the total amount of compensation received by MEG under this Agreement or \$25,000, whichever is greater.

Limited Liability Company Protection. Both parties covenant that this Agreement will not subject MEG's individual employees, consultants, subconsultants, officers, or directors to any personal legal liability or exposure. Therefore, notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against MEG, a Kansas limited liability company (LLC), and not against any of MEG's individual employees, consultants, subconsultants, officers or directors.

Non-Solicitation. MEG and the Client each agree not to directly employ or solicit for employment any employee of the other party or to otherwise encourage any change of employment for the entirety of this Agreement and for one year after the expiration of this Agreement. If either party elects to break this non-solicitation provision, said party agrees to pay \$50,000 to the party of original employ.

Ownership and Reuse of Documents. All reports, drawings, specifications, electronic computer files, field data, notes and other documents and instruments prepared by MEG as instruments of services remain the property of MEG who retains all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. Client expressly acknowledges and agrees that the instruments of services to be provided by MEG may contain certain design details, features and concepts from MEG's own practice detail library, which collectively may form portions of the design for the Client's project, but which separately, are, and shall remain, the sole and exclusive property of MEG. Nothing herein will be construed as a limitation on MEG's right to re-use such component design details, features, and concepts on other projects, in other contexts or for other clients.

MEG grants Client a license to use signed and sealed hard copies of instruments of services for the purpose of constructing, occupying, and maintaining elements of the project depicted therein. Reuse or modification of any such instruments, without MEG's written permission, will be at Client's sole risk and Client agrees to indemnify and hold harmless MEG from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client. Upon request of the Client, MEG will grant a license to the Client or to other parties whom the Client approves, to use instruments of services which consist of electronic computer files and the receiving party will be required to release MEG of all liability related to their use and/or reuse of MEG's instruments of services.

Payment and Past Due Amounts. If a portion of any invoice is disputed, the amounts and reasons for dispute shall be documented in writing and delivered to MEG within thirty (30) calendar days of the invoice date, otherwise the invoice will thereafter be deemed to have been reviewed and accepted by the Client as accurate and without dispute. Invoices submitted to Client by MEG are due and payable upon presentation. All undisputed amounts are to be paid within thirty (30) calendar days of the invoice date, otherwise any unpaid amounts shall be considered Past Due and shall bear interest at one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is less) per month. Payments shall first be applied to accrued interest (if any) and then to unpaid principal. If MEG incurs any costs to collect Past Due sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to MEG. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds, and reasonable MEG staff costs at standard billing rates for MEG's time spent in efforts to collect. This obligation of the Client to pay collection costs shall survive the term of this Agreement or any earlier termination by either party.

If Client fails to make timely payment(s) to MEG when due, other than in connection with an invoice that is disputed and documented in writing within thirty (30) calendar days of the invoice date, MEG may suspend performance of services until Past Due amounts are paid or terminate this Agreement if Past Due amounts persist.

Services in Progress. It is agreed and understood that any services performed by MEG will not be deemed complete, nor may it be relied upon as complete, until delivery of the signed and sealed product. Prior to completion, any information generated by MEG, regardless of format, including but not limited to, memos, reports, studies, drawings, estimates, survey stakes, and monuments in the field, will all be considered as preliminary and subject to revision. MEG does not guarantee the suitability of this information for any party's purposes and MEG will have no liability or responsibility whatsoever for the use of such preliminary information by the Client or others.

Termination. Client or MEG may terminate this Agreement upon seven (7) days prior written notice to the other party for convenience or cause. MEG shall have no liability or responsibility whatsoever to the Client for any costs or damages for a suspension caused by any breach of this Agreement by the Client. If this Agreement is terminated by either Client or MEG, Client shall pay MEG within thirty (30) days of termination for all services rendered and all costs incurred to the date of termination.

Waiver of Consequential Damages (Mutual). Notwithstanding anything in this Agreement to the contrary, and to the fullest extent permitted by law, it is agreed that neither party, their respective officers, directors, partners, employees, contractors or consultants shall be liable in any event for any special or consequential damages suffered by the Client arising out of the services hereunder due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or MEG, their respective officers, directors, partners, employees, contractors or consultants. Special or consequential damages as used herein include, but are not limited to, loss of capital, loss of product, loss of use on any system, loss of income, loss of profit, loss of business, and/or loss of reputation, or any other indirect, special, or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Carpenter & Company, Inc. 8301 State Line Road, Ste. G-A Kansas City MO 64114		CONTACT NAME: Ann Talbott PHONE (A/C No. Ext): (816) 932-9333 FAX (A/C No.): (816) 444-7935 E-MAIL ADDRESS: ann@carpcomp.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Houston Casualty Company	
		INSURER B: Covington Specialty Insurance	
		INSURER C: Progressive Casualty Ins Co	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Cert ID 14428 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VBA829410 00	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			01277846-1 MO 01512873-1 OK 03825324-1 KS	10/24/2021 12/05/2021 06/21/2021	10/24/2022 12/05/2022 06/21/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			HCC2124319	04/01/2021	04/01/2022	Per Claim \$ 2,000,000 Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER For information	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Ann Talbott
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ACORD 25 (2016/03)

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Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Midwest Engineering Group, LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 25 N. Main, Suite A	Requester's name and address (optional)
	6 City, state, and ZIP code Sapulpa, OK 74066	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>
or	
Employer identification number	
82-4811218	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



ALLGEIER, MARTIN and ASSOCIATES, INC.
———— Consulting Engineers ————

July 15, 2021

Audree Aguilera
City Administrator City of Altamont Kansas
407 S. Huston
Altamont, Kansas 67330

Re: I&I Study Estimate

Dear Audree,

We are seeing I&I studies that use field work to begin identifying some of the worst issues and produce a long-term plan cost about \$50,000 - \$70,000. You can modify the scope (expand or reduce) to get it to fit the budget you have, but for \$60k, this is usually what we are able to accomplish.

1. We break the collection system down into basins and, if feasible within budget, flow monitor all the basins, to help determine where the worst problems are and get a base line of flow data to quantify the extent of the I&I.
2. Based on the flow data and input from the City operators, we define a small area to start the assessment and identification of defects for correction. This usually takes the form of acoustic sounding and smoke testing.
3. We may at that point deploy some cameras to identify specific defects that we determine exist from the smoke testing and acoustic sounding. The extent of this is largely dependent on budget.
4. In the end, a report would be provided to set up a multi-year plan to perform investigations to identify specific defects and subsequently repair these defects.
5. The report would also provide information on using a cooperative/ piggy back agreement to allow the defects to be repaired more expediently and economically. We have been developing a cooperative agreement in Joplin for the past decade that has benefited several communities dealing with I&I.
6. The report would also touch on the benefits of performing private I&I rehabilitation. It is estimated 70% of I&I is coming from service laterals, open clean outs, sump pumps, etc. Some cities are successfully implementing programs to pay for private side repairs that save them money over the long run by reducing the I&I treated at their plant.

All of this is a pretty broad overview of what we can do. If you want to pursue this, we would want to come visit, look at your system, talk to your operators, and develop an approach specific to your community. Just let me know if we can help further. We'd be happy to come over some time and meet and discuss your system, if you think that would be helpful in developing a scope for your RFQ.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

J. Eric DeGruson, P.E.
Vice President/ Civil Engineer



MUNICIPAL ADVISORY AGREEMENT

Mayor and City Council
City of Altamont, Kansas
407 South Huston Street
Altamont, Kansas 67330

Dear Mayor and City Council:

1. McLiney And Company, a division of SAMCO Capital Markets Inc., understands that your City, from time to time, will consider the issuance of debt or lease obligations and that in connection with the authorization, issuance, sale and delivery of such obligations you desire the McLiney And Company Municipal Advisory Team to perform professional services in the capacity of Municipal Advisors for your City.
2. We agree to provide all services related to the development and implementation of a debt and/or lease management plan. These services include, but are not limited to, the structuring of a bond model, the formulation of a bond program, the analysis and completion of refunding programs (if any), consultation regarding bond elections, consultation regarding bond ratings, consultation regarding the available types of financings, etc. The services also will include communicating and coordinating with other professionals involved in bond transactions and related services (e.g. bond counsel, rating agent, credit enhancement providers, verification agent, arbitrage rebate provider, etc.). The advice and assistance include serving as a fiduciary to the Issuer and representing the Issuer's interest in the sale and distribution of any debt or lease obligations.
3. We agree to direct and coordinate the entire program of financing herein contemplated. It is specifically understood and agreed, however, that this obligation on our part shall not cover payment of any expenses associated with the issuance of the obligations or the expenses of any litigation, if such would occur.
4. As consideration for the services rendered by us and as reimbursement for the expenses which we are to incur, it is understood and agreed that the City is to pay a cash fee for such professional services in accordance with the fee schedule set forth on the following page. Such fee shall become due and payable simultaneously with the delivery of the bonds to the purchaser. It is understood that a miscellaneous expense will be added to the fee to cover reimbursables. This amount shall be capped at \$3,000.

FEE SCHEDULE

The following schedule is an estimate of fees due for Municipal Advisory work. The actual fee will be more or less based upon work performed.

Base Fee – Any issue		\$5,000					
Plus \$12.50	per \$1,000 next	\$500,000	or	\$11,250	for	\$500,000	Bonds
Plus \$8.00	per \$1,000 next	\$500,000	or	\$15,250	for	\$1,000,000	Bonds
Plus \$5.50	per \$1,000 next	\$1,500,000	or	\$23,500	for	\$2,500,000	Bonds
Plus \$3.50	per \$1,000 next	\$2,500,000	or	\$32,250	for	\$5,000,000	Bonds
Plus \$2.00	per \$1,000 next	\$5,000,000	or	\$42,250	for	\$10,000,000	Bonds
Plus \$1.50	per \$1,000 next	\$10,000,000					

Fees for Refunding Bonds, Revenue Bonds, Lease Purchases, Certificates of Participation or Bonds issued to State or Federal Agencies shall be computed from the above schedule, plus 25%. For any issue of Refunding Bonds and/or other Debt Instruments *involving Escrow Agreements*, it is understood and agreed that our fee will be the fee schedule set out above plus 10%.

McLiney And Company will bill the Issuer at Closing for each issue of obligations a net amount which will include a fee calculated on the above schedule as well as costs and expenses, where applicable, incurred on behalf of the Issuer for the Bond Attorneys, preparation, printing and distribution of the Notice of Sale, Official Statement, Uniform Bid Form or Private Placement Memorandum, independent consultants, information meetings, if any, presentations to rating agencies and rating fees, if any, printing of Obligations, and all appropriate costs and expenses associated with the closing and delivery of the Obligations.

5. If appropriate, we will assist with the annual filing of all documents related to the Securities Exchange Commission Rule 15c2-12 (Continuing Disclosure). It is understood that we are not your agent for Continuing Disclosure because McLiney And Company cannot be assured of being informed on a timely manner of all material events that require filing during the year. It is further understood that any fees due us for our work in this capacity will be determined on a case-by-case basis.
6. This Agreement will commence on the date of acceptance and shall remain in effect until terminated or replaced with a subsequent agreement. This Agreement can be terminated at any time, with or without cause, with simple written notice.

Respectfully submitted,

Kip Hart
Managing Director

ACCEPTANCE

ACCEPTED and adopted by the Council on this the ____ day of _____, 2022

Authorized

Witness



Outstanding Obligations

Issue	Type	Amount Outstanding	Interest Rates	Annual Payment	Final Payment
Series 2015	General Obligation Bond	888,881.00	2.75%	40,577.00	2055
Case Compact Loader	Capital Lease	24,500.68	7.10%	11,424.12	2024
Ditch Witch	Capital Lease	42,308.80	4.30%	11,132.64	2025
2014 Chevy Fire Truck	Capital Lease	10,590.03	1.00%	3,589.79	2024



What's a Municipal Advisor?

PROTECTING A MUNICIPALITY'S INTEREST

Following the Great Recession and economic crisis of 2008, the Dodd-Frank Wall Street Reform And Consumer Protection Act was created and passed in 2010. Its intention was to prevent another recession while bringing oversight to regulator gaps in the financial markets.

The Dodd-Frank Act created a new title of "Municipal Advisor" (MA) requiring MAs to be registered with federal Securities and Exchange Commission (SEC).

Municipal Advisors were created by the Dodd-Frank Act to address concerns that the advisors of municipalities were providing important public financing advice without any oversight.

It also requires municipal advisors to hold a **fiduciary duty** to any municipality they advise.

FIDUCIARY DUTY

The advisor has a fiduciary duty imposed by the Securities and Exchange Commission to put the issuer's interest ahead of its own, and all others, which means the advisor must ensure that all aspects of the bond issue favor the issuer.

Naturally there is a balance that must be struck between investor interests and those of the political subdivision, but without an independent advisor on board, the elected officials are left without any independent advice on what that balance should be. Examples of details that must be balanced between investor and issuer best interests include call features, couponing structure, and underwriter compensation.

WHO'S LOOKING OUT FOR YOU?

It is critical to understand that the investment banker / bond underwriter (the bond buyer) has its first allegiance and duty to investors, not the bond issuer. As a result, the bankers are obliged to design the bond issue to first meet investor preferences, and only secondarily to shape the issue to meet the municipality's best interests.

QUOTE FROM A UNDERWRITER'S DISCLOSURE

"...Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer..."

GOVERNMENT FINANCE OFFICERS ASSOCIATION (GFOA): BEST PRACTICES

"Issuers should hire a municipal advisor prior to the undertaking of a debt financing unless the issuer has sufficient in-house expertise and access to current bond market information..."

The Roles of the Various Professionals in a Bond Issue

Issuer

1. Determine Project Scope
2. Assist with preparation of disclosure data
3. Provide input for financing plan
4. Make rating & insurance presentations
5. Make bond payments

Municipal Advisors

1. *Assist with the selection of other professionals* required to execute the debt issuance
2. Assist with the preparation of the Official Statement
3. Provide financing plan and structuring advice
4. Provide rating agency preparation assistance
5. Provide bond insurer preparation assistance
6. Provide a supplemental work resource for the issuer's financial staff
7. Report unbiased market assessments and pricing analyses
8. Provide post sale/construction period financial analysis
9. Assist with selection of investment adviser for proceeds
10. Provide on-going market surveillance and notice of refinancing opportunities

Bond Counsel

1. Prepare bond resolution
2. Assist with election documents and calling election
3. Provide Official Statement / disclosure preparation assistance
4. Prepare various deal related legal documents
5. Provide legal opinion to investors

Investors

1. Purchase bonds
2. Receive interest and principal payments from paying agent

Underwriter

Investment Bankers

1. Perform due diligence on disclosure
2. Prepare sales force to market bonds

Trader

1. Sets initial interest rate scale
2. Re-price issue if necessary
3. Determines amount of sale that firm will actually underwrite

Sales Force

1. Market and sell bonds

Rating Agencies/Bond Insurers

1. Review creditworthiness of Issuer
2. Rating agencies issue bond rating
3. Insurance companies insure issue (if economically beneficial)

Paying Agent/Registrar (a bank)

1. Authenticate bonds
2. Receive interest and principal payments from issuer
3. Make interest and principal payments to investors

EMC Insurance Renewal**2022/2023**

<u>Line of Business</u>	<u>Premium</u>
• General Liability	\$4,232
• Property	\$19,727
• Cyber	\$660
• Equipment Floater	\$7,781
• Auto	\$15,352
• D&O	\$7,194
• Umbrella	\$8,240

Total Annual Premium \$63,186

- With this year's renewal, blanket limits were increased due to cost of labor and material cost inflation
- I worked with Agent Brannon Green on updating valuations and coverages 2 months before renewal to make sure the coverage is accurate
- The insurance marketplace is challenging right now, especially in the Public Entity space. They are seeing on average 10% rate increases.
- EMC is still our best option as a carrier, as they still provide dividend money for exceptional loss history. In 2021, the City's dividend was \$5,641.06. In 2020, the City's dividend was \$6,043.15.
- In 2023, the City could market all carriers that will write public entities, but we want to stay loyal to EMC unless they give us a reason to move.
- A portion of the above premiums will be billed to Mount Pleasant Fire Department.



ORDINANCE # 634

AN ORDINANCE PROVIDING FOR SALARIES AND WAGES OF CERTAIN APPOINTIVE OFFICERS AND EMPLOYEES OF THE CITY OF ALTAMONT, KANSAS EFFECTIVE JANUARY 1, 2022, AND REPEALING ORDINANCES #621.

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

SECTION 1. That the following named officers and employees shall have and receive as base compensation for their services such salaries within the amounts hereinafter provided:

CITY ADMINISTRATOR: \$45,000 - \$70,000/yr.

PUBLIC WORKS SUPERINTENDENT: \$36,000 - \$65,000/yr.

ASSISTANT SUPERINTENDENT: \$14.00 - \$25.00/hr.

PUBLIC WORKS LABORERS:

0-3 Years: \$14.00 - \$18.00/hr.

3-6 Years: \$15.95 - \$20.00/hr.

6-10 Years: \$16.95 - \$22.00/hr.

10 Years +: \$17.95 - \$25.00/hr.

CITY CLERK/COURT CLERK: \$34,000 - \$65,000/yr.

CITY TREASURER/DEPUTY CITY CLERK: \$21,000 - \$45,000

CITY OFFICE STAFF:

0-3 Years: \$7.25 - \$14.00/hr.

3-6 Years: \$9.00 - \$16.00/hr.

6-10 Years: \$11.00 - \$18.00/hr.

10-15 Years: \$14.00 - \$20.00/hr.

15 Years +: \$16.00 - \$22.00/hr.

POLICE CHIEF: \$36,000 - \$65,000/yr.

PATROLMAN (FULL-TIME):

0-6 Years: \$17.00 - \$20.00/hr.

6-10 + Years: \$18.00 - \$24.00/hr.

PATROLMAN (PART-TIME):

Uncertified part-time - \$12.50/hr.

Certified part-time - \$15.00/hr.

FIRE CHIEF:

\$200.00 per month plus \$15.00 per fire run

ASSISTANT FIRE CHIEF:

\$30.00 each quarter plus \$15.00 per fire run

VOLUNTEER FIRE FIGHTER:

\$15.00 per fire run

FOR ALL FULL-TIME, AFTER FIRST 6 MONTHS SUCCESSFUL PROBATIONARY PERIOD GIVE .25/HR RAISE.

ALL PART-TIME PERSONNEL AT \$7.25/HR UNLESS SPECIFIED BY THE CITY COUNCIL OR CITY ADMINISTRATOR.

SECTION 2. Ordinance 621 is hereby repealed in its entirety.

SECTION 3. Related fringe benefits discussed annually.

SECTION 4. This Ordinance shall take effect and be in full force from and after its passage, approval and publication once in the Official City Newspaper.

PASSED AND APPROVED by the Governing Body the 27th day of December 2021.


Richard O Hayward, Mayor

Attest:


Heather Beasley, City Clerk

City Administrator Report City Council March 24, 2022

1. **Payment Plans** - Continuing to review payment plan balances
2. **Annual Reports** - the City Office is working on annual reports
3. **Audit** - Preparing for the 2021 City audit which is scheduled for March 29, 2022.
4. **Accounts Payable and Payroll** - Continuing to cross-training Heather Beasley on Accounts Payable and Payroll.
5. **Grant writing** - Heather Beasley is working on the 10 week grant writing course through Fort Hays State University.
6. **CCMFOA Conference** - LeaAnn Myers and Heather Beasley attended the City Clerk's and Municipal Finance Officer's training in Manhattan last week.
7. **Insurance Renewal** - Reviewed and updated the current insurance policy for renewal in April.
8. **Pool Contract** - Started working on the 2022 Pool Contract
9. **LMI Study** - Contacted SEK Regional Planning Commission regarding working together to do a Low to Moderate Income (LMI) study. HUD has not released the updated LMI amounts. It is important to wait for the updated amounts so when the LMI study is complete, it is valid as long as possible which is typically between census years. If the City receives a good LMI study, the City would be eligible to receive Community Development Block grants (CDBG) for improvements for things like economic development including utility improvements or park development.

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;