

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 9, 2023

7:00 PM Regular Meeting

CALL TO ORDER

PLEDGE OF ALLEGIANCE & PRAYER

MINUTES - Regular meeting of February 23, 2023

INVOICES - \$250.00 + \$42,468.46 + P13 \$6,709.24 = **\$49,427.70**

PUBLIC COMMENT & GUESTS

- A. Shane Holtzman - USD 506

ORDINANCES/RESOLUTIONS /PROCLAMATIONS

- A.

OLD BUSINESS

- A. USD 506 Barricades for 7th Street North of Harrison Auditorium
- B. Natural Gas Prepay Participation Agreement
- C. City Office Hours Proposal
 - a. Other Cities with Alternative Work Schedules

NEW BUSINESS

- A. 20 Acres - Request for Bids
- B. Neighborhood Revitalization Program
- C. Insurance Renewal

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 Low Energy Assistance Program (LIEAP) is accepting applications through March 31, 2023. 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.
- Easter Egg Hunt - April 1st at 11 AM on the west side Labette County High School

ADJOURNMENT



**MINUTES
CITY OF ALTAMONT
February 22, 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, Kyle Wiford & Lyle Sykes.
MINUTES	Councilmember Cochran moved and Wiford seconded to approve the minutes from February 9, 2023. Motion carried.
INVOICES	Councilmember Sykes moved and Cochran seconded to approve the invoices totaling \$78,245.86. Motion carried.
EXECUTIVE SESSION	<p>Councilmember Cochran moved and Sykes 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 Attorney, City Administrator, and Utility Superintendent. The open meeting will resume in the City Council room at 7:15PM. Motion carried.</p> <p>Regular scheduled meeting resumed in the City Council room at 7:15PM, council will not take any action at this time.</p>
EARLE EARLEY-COX	Earle Earley was present along with some of his crew with Vision Utilities. Utility Superintendent Brad Myers and the foreman Fernando had a previous meeting on some issues with the work that had been done already. Mayor Richard Hayward expressed his concerns with Fernando and his crew not reaching out to the Utility Department when they are crossing over the cities utilities. In order to maintain our infrastructure it is important that a representative from the city utility department be present. Brad Myers confirmed that since having a meeting with Fernando on what the city's expectations were while they were performing work in town, things had been better. Mayor Hayward informed the crew that if there was any discrepancy in not communicating with the utility department as requested, that they would be shut down immediately and not to continue their work. Fernando asked about having a representative available on weekends and was told that wouldn't be an option as the utility crew doesn't work weekends. Fernando said they would continue their work on the weekends, only doing some tie-ins, locates and placing of pedestals. Fernando was concerned with the project taking longer, and asked if that would be an issue. There would be no issue on the city side as long as the work was communicated and executed as expected. Earle Earley spoke up about them hitting a sewer line, stating it would inevitably happen it was just a matter of time. These issues typically don't show up until a few months after the fact, so if that were to happen the city would need to contact them immediately. Earl stated that the crew would come back out and repair the problem and cover all costs associated.
USD 506	USD 506 would like to get permanent barricades in place to block 7 th street north of Harrison Auditorium, to use during basketball games. Currently wooden barricades are being used and people are moving them in order to drive through them or park. USD 506 would like to have permanent barricades put in place that could be locked in place to avoid traffic from driving over or through the barricades. Mayor Hayward would like to see some reflective signage in order for the barricades to be seen. Councilmember Wiford asked who would be liable if something were to happen when the barricades were closed. Councilmember Sykes requested that there is a padlock in place for the barricades when they are up. The city would have a key to the padlock and this would allow for the city to be given a heads up when the barricades are being unlocked and closing the roadway. Councilmember Wiford and Sykes have requested tabling the matter until the next meeting, and have the school show a plan of the barricades that they plan to use.
LEADERSHIP LABETTE	Council was provided with a letter from Leadership Labette in their council packets. Leadership Labette donated \$899 to the city out of money they had left over after they purchased and donated trees to communities. The city placed the money into the park fund for later use.
ALTAMONT REC	<p>Altamont Recreation Commission included a letter in the council packets requesting Delaney Russell be appointed to the Altamont Recreation Commission.</p> <p>Councilmember Cochran moved and Sykes seconded to appoint Delany Russell to the Altamont Recreation Commission, term ending December 31, 2024. Motion Carried.</p>
OFFICE HOUR CHANGE	The City Office would like to change their office hours from 8-5 Monday-Friday to 7:30-5 Monday-Thursday & 7:30-1:30 Friday. This would change the open-door hours from 45 hours per week to 44 hours per week.

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CITY OF ALTAMONT
February 22, 2023

Heather Beasley stated that the change in hours would also help with Utility Department coverage, as they would be open more hours than the utility guy's work. Council would like to table the discussion until the next meeting. Mayor Hayward also recommended a change in the Police Chief hours. City Administrator Myers states that the Police Chief hours would be changing when the new police schedule started, after all officers had completed Police Academy.

CITY ADMINISTRATOR

- 1) Audit** – The City Office collected and submitted information for the 2022 Annual Audit, which is scheduled for April 4, 2023.
- 2) Meter Deposits** – Bridget Nash has been reviewing all meter deposits held by the city.
- 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 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 are planning on beginning that repair this week.
- 4) Solid Waste** – The Solid Waste Committee met on February 15, 2023. The Committee had requested revenue and expense figures from GFL, regarding the county owned transfer station, in December and have not received this information from the.
 - a. The Solid Waste Committee approved an increase from the temporary rate of \$40.76 per ton to \$42.00 per ton from March 1st, 2023 to June 1st, 2024 without the option for them to request another rate increase during that time. The increase will be presented to GFL for their approval or for them to counter.
 - b. The Solid Waste Committee will continue to work with GFL to get the requested information, so the two groups can come to an agreed price moving forward.
- 5) Building Repairs** – TW Construction continues to work on the Utility building behind 501 S Huston.
- 6) Labor Laws** – Heather Beasley ordered and updated the Federal Labor Law posters and other employer legal posters.
- 7) Fireworks** – Submitted the City's Fireworks Distributor Permit application to the State Fire Marshal for approval.
- 8) Accounts Payable** – Assisted Heather with paying invoices for Council
- 9) Cox Communications** – Cox Communications started construction in Altamont the week of February 13.
 - a. The Utility Department has been busy marking On Call locates.
 1. The Utility Department ordered several cases of marking paint and flags to mark One Calls for the Cox Communications project. Cox Communications reimbursed the City for this expense.
 - 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.
- 10) Computers** – The City Office new computers were installed today. The computers that were replaced had been purchased in 2019.
 - a. The Police Department also got a new computer to download their body and car cameras.
- 11) Lead and Copper** – If you have not turned in your Lead and Copper Survey, please get those turned in.
- 12) Police Department** – Officer Anthony Austin started Police Academy on February 13. He is scheduled to graduate on May 19th.
- 13) Year End** – Continuing to work on year-end reports
- 14) KCC Gas Audit** – Brad Myers, Nathan Barnett and LeaAnn Myers met with the KCC for the annual gas audit.
 - a. This audit requires a large amount of documentation for both the City Utility Department and Utility Safety and Design, Inc. (USDI), which helps the City manage the gas requirements and reporting.

COMMUNICATIONS

- The Low Energy Assistance Program (LIEAP) is accepting applications through March 31, 2023. 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.
- Heather Beasley received her micro-credentialing through K-State in grant writing basics.

ADJOURNMENT

Councilmember Cochran moved and Sykes seconded to adjourn. Motion carried. 8:07PM

DATE

Heather Beasley, City Clerk

Approved Invoices by Vendor- Summary

City of Altamont

Vendor	Invoice	PO	Description	Account Description	Invoice Amt
1660	POSTMASTER				
	02272023		Utility Billing Postage	Contractual	\$50.00
	02272023		Utility Billing Postage	Contractual	\$50.00
	02272023		Utility Billing Postage	Contractual	\$50.00
	02272023		Utility Billing Postage	Contractual	\$50.00
	02272023		Utility Billing Postage	Contractual	\$50.00
Subtotal for Vendor 1660 - POSTMASTER :					\$250.00

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
			Grand Total:	\$250.00

Approved Invoices - Fund/Dept. Totals

Fund	Fund Total	Fund Name
50 Water Utility Fund		
00 NonDepartmental		\$50.00
		<hr/>
		\$50.00
51 Electric Utility Fund		
00 NonDepartmental		\$50.00
		<hr/>
		\$50.00
52 Gas Utility Fund		
00 NonDepartmental		\$50.00
		<hr/>
		\$50.00
53 Sewer Utility Fund		
00 NonDepartmental		\$50.00
		<hr/>
		\$50.00
54 Sanitation Utility Fund		
00 NonDepartmental		\$50.00
		<hr/>
		\$50.00
		<hr/>
	Grand Total:	\$250.00

AP Check Register (APLT43)

City of Altamont

Check No	Check Date	Vendor No	Vendor Name	Check Amount
Bank No: 1	Account:	006572		
36422	3/9/2023	61	ACE HARDWARE	\$119.20
36423	3/9/2023	80340	Alisha Foster	\$40.00
36424	3/9/2023	150	Altamont Builders Supply	\$1,333.77
36425	3/9/2023	422	Altamont Disc Golf	\$100.00
36426	3/9/2023	80517	Ann Marie Conti	\$300.00
36427	3/9/2023	240	B&L Waterworks Supply	\$63.88
36428	3/9/2023	248	BAUGHER EQUIPMENT, INC.	\$560.65
36429	3/9/2023	79889	Border States Industries Inc	\$980.30
36430	3/9/2023	80351	Bridget Nash	\$17.03
36431	3/9/2023	60	CITY OF ALTAMONT	\$4,069.39
36432	3/9/2023	40	City of Altamont Petty cash	\$40.01
36433	3/9/2023	80341	Cortney Greve	\$40.00
36434	3/9/2023	80064	Ditch Witch Financial Services	\$927.72
36435	3/9/2023	1000	EVERGY	\$721.12
36436	3/9/2023	80229	GFL Environmental	\$2,517.75
36437	3/9/2023	691	HIGHER CALLING TECHNOLOGIES LLC	\$2,858.00
36438	3/9/2023	80521	Interstate Billing Service, Inc.	\$269.90
36439	3/9/2023	806	ISCO INDUSTRIES	\$153.83
36440	3/9/2023	80339	Jordan Sparks	\$300.00
36441	3/9/2023	865	KANSAS DEPARTMENT OF REVENUE	\$4,577.45
36442	3/9/2023	962	KANSAS MUNICIPAL JUDGES ASSOC.	\$25.00
36443	3/9/2023	880	KANSAS ONE CALL SYSTEM INC	\$44.40
36444	3/9/2023	971	KANSAS STATE TREASURER	\$365.25

AP Check Register (APLT43)

City of Altamont

Check No	Check Date	Vendor No	Vendor Name	Check Amount
36445	3/9/2023	100	Labette Avenue	\$83.50
36446	3/9/2023	80017	LABETTE COUNTY SHERIFFS OFFICE	\$200.00
36447	3/9/2023	79848	Labette Hardware	\$56.99
36448	3/9/2023	1442	National Integrated Pest Mgt.	\$100.00
36449	3/9/2023	1550	O'REILLY AUTOMOTIVE INC	\$147.98
36450	3/9/2023	79856	Poor Boy Tree Service, Inc.	\$6,286.83
36451	3/9/2023	79536	Protective Equipment Testing Laboratory	\$770.00
36452	3/9/2023	1680	PUBLIC WHOLESALE WATER SUPPLY	\$11,250.00
36453	3/9/2023	80522	Stacie Carnahan	\$40.00
36454	3/9/2023	754	TouchTone Communications	\$75.26
36455	3/9/2023	80318	Visa 7984	\$325.00
36456	3/9/2023	80519	Visa - 9014	\$17.88
36457	3/9/2023	1250	VISA 3470	\$147.33
36458	3/9/2023	79532	VISA 6275	\$1,842.00
36459	3/9/2023	80272	Visa 7646	\$435.00
36460	3/9/2023	80520	Visa 8305	\$15.54
36461	3/9/2023	79945	Vision Service Plan (CT)	\$210.50
36462	3/9/2023	80345	Zach Townsend	\$40.00
Bank Account Totals:				\$42,468.46
Total Of Checks:				\$42,468.46

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
40	City of Altamont Petty cash			
322023		Park Building Refund - LeaAnn Myers	Park Building Deposit Refunds	\$40.00
322023		Aflac Reimbursement - JB Bertling	Contractual	\$0.01
Subtotal for Vendor 40 - City of Altamont Petty cash :				\$40.01
60	CITY OF ALTAMONT			
03-01-2023		Utility Bills	Contractual	\$510.96
03-01-2023		Utility Bills	Contractual	\$285.33
03-01-2023		Utility Bills	Contractual	\$108.77
03-01-2023		Utility Bills	Contractual	\$530.90
03-01-2023		Utility Bills	Contractual	\$483.76
03-01-2023		Utility Bills	Contractual	\$346.68
03-01-2023		Utility Bills	Contractual	\$620.93
03-01-2023		Utility Bills	Contractual	\$415.74
03-01-2023		Utility Bills	Contractual	\$476.91
03-01-2023		Utility Bills	Contractual	\$289.41
Subtotal for Vendor 60 - CITY OF ALTAMONT :				\$4,069.39
61	ACE HARDWARE			
2272023		keys	Commodities	\$65.22
2272023		bolt cutters, nut driver	Commodities	\$53.98
Subtotal for Vendor 61 - ACE HARDWARE :				\$119.20
100	Labette Avenue			
2282023		LCCHS FFA week	Contractual	\$25.00
2282023		Electric and Gas Ordinance	Contractual	\$58.50
Subtotal for Vendor 100 - Labette Avenue :				\$83.50
150	Altamont Builders Supply			
127680		Utility Building Repair Supplies	Commodities	\$945.16
127699		fues, electric wire, cable ties, funnel, cement, pvc adaptor, elbow, gloves, chainsaw, copper lugs, brake cleaner, batteries, paint, wrecking ball, marking flags	Commodities	\$77.72

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
150	Altamont Builders Supply			
127699		fues, electric wire, cable ties, funnel, cement, pvc adaptor, elbow, gloves, chainsaw, copper lugs, brake cleaner, batteries, paint, wrecking ball, marking flags	Commodities	\$77.72
127699		fues, electric wire, cable ties, funnel, cement, pvc adaptor, elbow, gloves, chainsaw, copper lugs, brake cleaner, batteries, paint, wrecking ball, marking flags	Commodities	\$77.73
127699		fues, electric wire, cable ties, funnel, cement, pvc adaptor, elbow, gloves, chainsaw, copper lugs, brake cleaner, batteries, paint, wrecking ball, marking flags	Commodities	\$77.72
127699		fues, electric wire, cable ties, funnel, cement, pvc adaptor, elbow, gloves, chainsaw, copper lugs, brake cleaner, batteries, paint, wrecking ball, marking flags	Commodities	\$77.72
Subtotal for Vendor 150 - Altamont Builders Supply :				\$1,333.77
240	B&L Waterworks Supply			
4393		Fernco Couplings	Commodities	\$63.88
Subtotal for Vendor 240 - B&L Waterworks Supply :				\$63.88
248	BAUGHER EQUIPMENT, INC.			
215 216		tires, latch pin, spring, retainer, bushings, nuts, bolts, brake kits, wire	Commodities	\$200.00
215 216		tires, latch pin, spring, retainer, bushings, nuts, bolts, brake kits, wire	Commodities	\$30.65
215 216		tires, latch pin, spring, retainer, bushings, nuts, bolts, brake kits, wire	Commodities	\$30.00
215 216		tires, latch pin, spring, retainer, bushings, nuts, bolts, brake kits, wire	Commodities	\$300.00
Subtotal for Vendor 248 - BAUGHER EQUIPMENT, INC. :				\$560.65
422	Altamont Disc Golf			
2023 Donation		Idle Hour Lake Open Donation	Grants & Donations	\$100.00
Subtotal for Vendor 422 - Altamont Disc Golf :				\$100.00
691	HIGHER CALLING TECHNOLOGIES LLC			
39693		Annual Offsite Backup	Contractual	\$400.00

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
691	HIGHER CALLING TECHNOLOGIES LLC			
39693		Annual Offsite Backup	Contractual	\$400.00
39693		Annual Offsite Backup	Contractual	\$400.00
39693		Annual Offsite Backup	Contractual	\$400.00
39693		Annual Offsite Backup	Contractual	\$400.00
39693		Annual Offsite Backup	Contractual	\$628.00
39988		cleaned up old computers, IT help	Contractual	\$230.00
Subtotal for Vendor 691 - HIGHER CALLING TECHNOLO				\$2,858.00
754	TouchTone Communications			
2476351		long distance	Contractual	\$12.05
2476351		long distance	Contractual	\$12.05
2476351		long distance	Contractual	\$5.00
2476351		long distance	Contractual	\$5.00
2476351		long distance	Contractual	\$5.00
2476351		long distance	Contractual	\$12.06
2476351		long distance	Contractual	\$12.05
2476351		long distance	Contractual	\$12.05
Subtotal for Vendor 754 - TouchTone Communications :				\$75.26
806	ISCO INDUSTRIES			
11113127		PSI Gauge Kit	Commodities	\$153.83
Subtotal for Vendor 806 - ISCO INDUSTRIES :				\$153.83
865	KANSAS DEPARTMENT OF REVENUE			
3060-YH4A-X452		Utility Sales Tax	Contractual	\$4,577.45
Subtotal for Vendor 865 - KANSAS DEPARTMENT OF R				\$4,577.45
880	KANSAS ONE CALL SYSTEM INC			
3020134		37 locates	Contractual	\$44.40
Subtotal for Vendor 880 - KANSAS ONE CALL SYSTEM I				\$44.40

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
962	KANSAS MUNICIPAL JUDGES ASSOC.			
2023		2023 Annual Dues	Contractual	\$25.00
Subtotal for Vendor 962 - KANSAS MUNICIPAL JUDGES				\$25.00
971	KANSAS STATE TREASURER			
May 23 Interest		Gas Loan Interest	Payment Plan- Loan Payback	\$365.25
Subtotal for Vendor 971 - KANSAS STATE TREASURER				\$365.25
1000	EVERGY			
02282023		Electricity	Contractual	\$111.78
02282023		Electricity	Contractual	\$586.61
02282023		Electricity	Contractual	\$22.73
Subtotal for Vendor 1000 - EVERGY :				\$721.12
1250	VISA 3470			
2152023		fuel	Vehicle	\$147.33
Subtotal for Vendor 1250 - VISA 3470 :				\$147.33
1442	National Integrated Pest Mgt.			
2260		pest control	Contractual	\$25.00
2260		pest control	Contractual	\$25.00
2260		pest control	Contractual	\$25.00
2260		pest control	Contractual	\$25.00
Subtotal for Vendor 1442 - National Integrated Pest Mgt.				\$100.00
1550	O'REILLY AUTOMOTIVE INC			
02282023		oil, handles	Commodities	\$68.08
02282023		grease	Commodities	\$79.90
Subtotal for Vendor 1550 - O'REILLY AUTOMOTIVE INC				\$147.98
1680	PUBLIC WHOLESALE WATER SUPPLY			
02-23-2023		Water	Utility Costs	\$11,250.00
Subtotal for Vendor 1680 - PUBLIC WHOLESALE WATE				\$11,250.00

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
79532 VISA 6275				
2152023		desk, minute book, fire hydrant valve, firelock, website hosting, employee lunch, training expense, utility jeans - Barnett & George, water meeting registration - Bertling & George	Commodities	\$237.20
2152023		minute book	Commodities	\$263.19
2152023		fire hydrant valve, firelock	Commodities	\$230.00
2152023		water meeting registration - Bertling & George	Contractual	\$400.00
2152023		desk, website hosting, employee lunch, training expense, utility jeans - Barnett & George	Commodities	\$237.20
2152023		desk, minute book, fire hydrant valve, firelock, website hosting, employee lunch, training expense, utility jeans - Barnett & George, water meeting registration - Bertling & George	Commodities	\$237.20
2152023		desk, minute book, fire hydrant valve, firelock, website hosting, employee lunch, training expense, utility jeans - Barnett & George, water meeting registration - Bertling & George	Commodities	\$237.21
Subtotal for Vendor 79532 - VISA 6275 :				\$1,842.00
79536 Protective Equipment Testing Laboratory				
2272023		Bucket truck inspection	Contractual	\$770.00
Subtotal for Vendor 79536 - Protective Equipment Testin				\$770.00
79848 Labette Hardware				
2302-144073		3/8" air regulator	Commodities	\$56.99
Subtotal for Vendor 79848 - Labette Hardware :				\$56.99
79856 Poor Boy Tree Service, Inc.				
1-27-2023		Tree Trimming Services - Week end 1-27-2023 - 37 Hours	Capital	\$6,286.83
Subtotal for Vendor 79856 - Poor Boy Tree Service, Inc. :				\$6,286.83
79889 Border States Industries Inc				
925859340		LED Street Lights	Commodities	\$980.30
Subtotal for Vendor 79889 - Border States Industries Inc				\$980.30

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
79945	Vision Service Plan (CT)			
817252248		vision insurance	Benefits	\$17.42
817252248		vision insurance	Benefits	\$10.89
817252248		vision insurance	Benefits	\$17.42
817252248		vision insurance	Benefits	\$17.42
817252248		vision insurance	Benefits	\$43.56
817252248		vision insurance	Benefits	\$17.43
817252248		vision insurance	Contractual	\$68.94
817252248		vision insurance	Benefits	\$17.42
Subtotal for Vendor 79945 - Vision Service Plan (CT) :				\$210.50
80017	LABETTE COUNTY SHERIFFS OFFICE			
1104		Inmate Housing	Jail Fees	\$200.00
Subtotal for Vendor 80017 - LABETTE COUNTY SHERIF				\$200.00
80064	Ditch Witch Financial Services			
6501590		Lease Purchase Payment	Contractual	\$927.72
Subtotal for Vendor 80064 - Ditch Witch Financial Servic				\$927.72
80229	GFL Environmental			
2282023		transfer station fees	Utility Costs	\$2,517.75
Subtotal for Vendor 80229 - GFL Environmental :				\$2,517.75
80272	Visa 7646			
2152023		grant writing training, cmc admission, spring conference - Beasley	Contractual	\$110.00
2152023		grant writing training, cmc admission, spring conference - Beasley	Contractual	\$325.00
Subtotal for Vendor 80272 - Visa 7646 :				\$435.00
80318	Visa 7984			
02152023		spring conference - Nash	Contractual	\$325.00
Subtotal for Vendor 80318 - Visa 7984 :				\$325.00

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
80339 Jordan Sparks				
03-01-2023		Meter Deposit Refund - No Late Payments	Reimbursements/ Miscellaneous	\$60.00
03-01-2023		Meter Deposit Refund - No Late Payments	Reimbursements/ Miscellaneous	\$120.00
03-01-2023		Meter Deposit Refund - No Late Payments	Reimbursements/ Miscellaneous	\$120.00
Subtotal for Vendor 80339 - Jordan Sparks :				\$300.00
80340 Alisha Foster				
2272023		Park Deposit Refund	Park Building Deposit Refunds	\$40.00
Subtotal for Vendor 80340 - Alisha Foster :				\$40.00
80341 Cortney Greve				
2222023		Park Deposit Refund	Park Building Deposit Refunds	\$40.00
Subtotal for Vendor 80341 - Cortney Greve :				\$40.00
80345 Zach Townsend				
2282023		Park Deposit Refund	Park Building Deposit Refunds	\$40.00
Subtotal for Vendor 80345 - Zach Townsend :				\$40.00
80351 Bridget Nash				
3-6-2023		Mileage to PRC for Soccer	Contractual	\$17.03
Subtotal for Vendor 80351 - Bridget Nash :				\$17.03
80517 Ann Marie Conti				
2-28-2023		Meter Deposit Refund - No Late Payments	Reimbursements/ Miscellaneous	\$60.00
2-28-2023		Meter Deposit Refund - No Late Payments	Reimbursements/ Miscellaneous	\$120.00
2-28-2023		Meter Deposit Refund - No Late Payments	Reimbursements/ Miscellaneous	\$120.00
Subtotal for Vendor 80517 - Ann Marie Conti :				\$300.00
80519 Visa - 9014				
2152023		Police academy training expense	Training/ Conference/ Dues	\$17.88
Subtotal for Vendor 80519 - Visa - 9014 :				\$17.88
80520 Visa 8305				
02152023		Training expense	Training/ Conference/ Dues	\$15.54

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
80520	Visa 8305			
Subtotal for Vendor 80520 - Visa 8305 :				\$15.54
80521	Interstate Billing Service, Inc.			
02282023		fuel filter kit	Commodities	\$64.90
02282023		valve	Commodities	\$205.00
Subtotal for Vendor 80521 - Interstate Billing Service, In				\$269.90
80522	Stacie Carnahan			
03062023		Park Deposit Refund	Park Building Deposit Refunds	\$40.00
Subtotal for Vendor 80522 - Stacie Carnahan :				\$40.00

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
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Grand Total: \$42,468.46

Approved Invoices - Fund/Dept. Totals

Fund	Fund Total	Fund Name
01 General Fund		
01	General Government	\$1,807.49
02	Gen Police	\$692.26
03	General Court	\$30.00
04	General Fire	\$970.28
05	General Park	\$710.33
		<hr/>
		\$4,210.36
03 Municipal Equipment Reser		
00	NonDepartmental	\$927.72
		<hr/>
		\$927.72
05 Recreation		
00	NonDepartmental	\$17.03
		<hr/>
		\$17.03
07 Special Highway Fund		
00	NonDepartmental	\$205.00
		<hr/>
		\$205.00
09 Lake Fund		
00	NonDepartmental	\$1,000.38
		<hr/>
		\$1,000.38
50 Water Utility Fund		
00	NonDepartmental	\$12,852.50

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
				\$12,852.50
	51	Electric Utility Fund		
	00	NonDepartmental		\$4,279.43
				\$4,279.43
	52	Gas Utility Fund		
	00	NonDepartmental		\$1,961.93
				\$1,961.93
	53	Sewer Utility Fund		
	00	NonDepartmental		\$1,808.19
				\$1,808.19
	54	Sanitation Utility Fund		
	00	NonDepartmental		\$4,272.69
				\$4,272.69
	60	Sales Tax		
	00	NonDepartmental		\$4,577.45
				\$4,577.45
	72	Electric Reserve		
	00	NonDepartmental		\$6,286.83
				\$6,286.83
	82	Insurance Reserve Fund		
	00	NonDepartmental		\$68.95
				\$68.95
			Grand Total:	\$42,468.46

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
865	KANSAS DEPARTMENT OF REVENUE			
11302022		utility sales tax	Contractual	\$2,610.92
Subtotal for Vendor 865 - KANSAS DEPARTMENT OF R				\$2,610.92
79944	Kustom Signals, Inc.			
03012023		body camera services	Contractual	\$307.00
Subtotal for Vendor 79944 - Kustom Signals, Inc. :				\$307.00
79955	MIDWEST ENGINEERING GROUP LLC			
Alt-008		Engineering Study - 55% Complete	Contractual	\$3,750.00
Subtotal for Vendor 79955 - MIDWEST ENGINEERING G				\$3,750.00
80074	Labette Health Physician's Group			
759014		KDOT Physical - Barnett	Contractual	\$41.32
Subtotal for Vendor 80074 - Labette Health Physician's				\$41.32

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
			Grand Total:	\$6,709.24

Approved Invoices - Fund/Dept. Totals

Fund	Fund Total	Fund Name
01 General Fund		
02 Gen Police		\$307.00
		\$307.00
18 American Rescue Funds		
00 NonDepartmental		\$3,750.00
		\$3,750.00
54 Sanitation Utility Fund		
00 NonDepartmental		\$41.32
		\$41.32
60 Sales Tax		
00 NonDepartmental		\$2,610.92
		\$2,610.92
	Grand Total:	\$6,709.24

From: [John Wyrick](#)
To: leaann@altamontks.com; [Shane Holtzman](#)
Subject: Fwd:
Date: Tuesday, February 28, 2023 7:36:15 AM

LeaAnn,

This is what we would like to construct. The gate will be secured on each side when not in use. The school will also make sure the gate has the required signage/reflective tape as required by the city.

Thanks,

John

----- Forwarded message -----

From: **John Wyrick** <jwyrick@usd506.org>
Date: Tue, Feb 28, 2023 at 7:33 AM
Subject:
To: <jwyrick@usd506.org>



Notice of Non-Discrimination:

The school district of Labette County USD 506 does not discriminate on the basis of race, color, ethnicity, national origin, sex/gender (to include orientation, identity or expression), age, disability, genetic information or any other basis prohibited by law. The following person has been designated to handle inquiries or complaints regarding nondiscrimination policies, including requests for accommodations or access to district buildings and programs.

Complaints in regard to Discrimination:

Discrimination against any student or employees on the basis of race, color, ethnicity, national origin, sex/gender (to include orientation, identity or expression), age, disability, genetic information or any other basis prohibited by law. The superintendent of Schools, PO Box 189, Altamont, Kansas 67330-0188, 620-784-5326, has been designated to coordinate compliance with nondiscrimination requirements contained in Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, and Americans with Disability Act of 1990. Superintendent of Schools, 401 S. High School Street, PO Box 189, Altamont, KS 67330, 620-724-6280 (telecommunications device for the deaf), 620-328-3121 (speech impaired). jwyrick@usd506.org

14
CAMPUS
CLOSED
NO
TRESPASSING

14
CAMPUS
CLOSED
NO
TRESPASSING

**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 Altamont, 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 Altamont, 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, 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 KMGGA and a member city, under KMGGA’s Gas Acquisition Management Project, which is separate and apart from this KMGGA 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 KMGGA 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.

"**KMGGA**" shall mean the Kansas Municipal Gas Agency.

“**KMGGA 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.

"**Participation Agreements**" shall mean this and other Agreements entered into by and between KMGGA and Project Participants.

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

"**Project**" shall mean the KMGGA 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. 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 KMGGA 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 KMGGA 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 KMGGA or any other person under this Agreement or any other agreement for any cause whatsoever.

ARTICLE VII

Documentation Regarding the Project

7.1 KMGGA 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 KMGGA.

ARTICLE VIII

Liability and Indemnification

8.1 The City expressly agrees, to the fullest extent permitted by law, to indemnify, hold harmless and defend KMGGA 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 KMGGA or its employees acting within the course and scope of their employment; provided, however, the indemnification by any Project Participants shall be limited to 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 KMGGA 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 KMGGA, 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 KMGGA 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 KMGGA) 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.

12.8 **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: _____
Paul Mahlberg | General Manager

THE CITY OF ALTAMONT, KANSAS

By: _____
Richard Hayward | Mayor

(SEAL)

Attest:

By: _____
Heather Beasley | City Clerk

EXHIBIT A

DELIVERY POINTS

City of Altamont, Kansas: City Gate

EXHIBIT B

GAS VOLUMES

Altamont, Kansas	
Delivery Month	Daily Volume (MMBtu)
Apr	84
May	58
Jun	62
Jul	53
Aug	53
Sep	40
Oct	63
Nov	51
Dec	53
Jan	52
Feb	57
Mar	46

EXHIBIT C

GAS SUPPLY AGREEMENT

NATURAL GAS SUPPLY AGREEMENT

BY AND BETWEEN

MINNESOTA MUNICIPAL GAS AGENCY

AND

KANSAS MUNICIPAL GAS AGENCY

DATED AS OF [_____], 20__

City Office Hours Proposal

On Monday February 1st, Heather attended HR 101 Training through the League of Kansas Municipalities. Employee retention was a hot topic as you can imagine during this training.

In today's ever changing economy, it is getting harder for places to retain good employees. We have been very fortunate in the past to not worry too much about employee retention and hope to continue this trend. In order for us to maintain this reputation, it is imperative that we stay competitive. As you can imagine wages was a big point in retaining employees, but not the most important.

Flexible and alternative work schedules was at the top of the list, as an easy way to help with employee retention. We cannot afford to give our employee's large percentage raises as we have seen others receive from their employers. Having said this it is important that we make the changes for employees where we can afford to.

Heather and LeaAnn have tossed around how the office could remain functioning to its fullest, as it is now, offering an alternative work schedule. The City of Altamont prides itself on being flexible and putting families first. The proposed schedule would drive this point home and ensure that we are doing all we can for employees and their families. We also need to look at our scheduled open door hours through the eyes of our customers. We have a job to do in regards to serving our city to the best of our abilities, and this would help ensure we are doing that.

The current open door hours for the City Office are Monday-Friday 8am-5pm totaling 45 hours a week. While this schedule has worked for us, it is not ideal for our residents and/or customers. Most of our residents are not employed in Altamont which makes it impossible for them to do any business with us during our current open door hours. We are proposing a schedule that would help eliminate the hardship of them having access to us.

After much discussion, the proposed open door hours for the City Office are Monday-Thursday 7:30am-5pm & Friday 7:30am-1:30pm; totaling 44 hours a week. This would give our residents and/or customers 2.5 extra hours a week to have access to us prior to most of them having to be at work. It would also allow for employees to have extra time with their families, or tend to things they normally couldn't.

The new hours would go into effect May 1st, we feel that 60+ days will allow ample time for informing the public about the change.

Current City Office Hours

Days	Total Hours
Monday 8-5	9
Tuesday 8-5	9
Wednesday 8-5	9
Thursday 8-5	9
Friday 8-5	9
Weekly Hours	45

Proposed City Office Hours

Days	Total Hours
Monday 7:30-5	9.5
Tuesday 7:30-5	9.5
Wednesday 7:30-5	9.5
Thursday 7:30-5	9.5
Friday 7:30-1:30	6
Weekly Hours	44

Replies From Other Cities On Alternate Scheduling

- 1) The City of Derby has AWS.

City Hall hours are 7:30 a.m. to 5:30 p.m. Monday through Thursday and 7:30 a.m. to 1:00 p.m. on Fridays. Each employee submits a request for AWS to their supervisor and has it logged with HR to show how their 40 hours will be met within the listed office hours. We also use this to track any requested "off-site/remote working" hours in one's schedule.

Sample of an AWS request is attached as well as the section of our Personnel/Policy Manual that addresses this topic.

Lynn Ciarleglio / City Clerk / Derby, KS
611 N Mulberry Rd, Ste. 300
lynnciarleglio@derbyweb.com

316-788-1519 ext. 1266

- 2) The City of Liberal's City Hall (and a couple of other departments) have expanded/alternate hours.

We work Monday-Thursday from 7:30 a.m. to 5:30 p.m. and Fridays from 7:30 to 11:30 a.m. The schedule started back in 2018 to give customers additional times to meet with departments, pay their bills, get licenses, and make us more accessible to the public.

We do have a lot of customers that come in and pay their bills first thing in the morning.

I personally like the early Fridays because I can stay and catch up on what we couldn't get done during the week with interruptions. Some Fridays I'm done by 2 or 3 and other times I stay until 5. Now that I have a deputy, I can start leaving on time. (YAY!)

Let me know if you have any other questions.

Alicia

- 3) Our office at the City of Winfield is opened 8-5:30 Monday thru Thursday, and 8-11:30 on Fridays!

The Monday thru Thursday sometimes seems long but the Friday is so worth it and we do see people that come right after work at 5 so it works for us!



Tania Richardson
City Clerk/Director of Customer Service
Phone 620-221-5514
Email trichardson@winfieldks.org
PO Box 646 Winfield, KS 67156

4) Heather,

We are open 7:30-Noon, 1:00-5:30 Monday thru Thursday and 8-Noon Friday. We have been doing this for several years now. However, I would suggest you make your short day and day other than Friday. Most doctor, dentist, etc in our area are no longer open of Friday afternoons.

Sally Johnson
City Clerk/Municipal Court Clerk
City Of Uniontown (pop 293)
PO Box 51
Uniontown, KS 66779
620-756-4742
cityofuniontown@ckt.net

5) City Hall and the Public Works Facility to 7:30 – 5:00 Monday – Thursday and 7:30 – 11:30 on Fridays. We also reduced lunch breaks from 1 hour to 30 minutes. Most of the employees are very happy with the changes and really appreciate Friday afternoons off.

Angie

03/9/2023

Subject: REQUEST FOR BIDS TO MOW, BALE, AND REMOVE HAY

The City of Altamont is requesting bids for the mowing, baling, and removal of hay for the 2023 harvest season. The general scope of this project includes the property of approximately 20 acres located at McMillian Avenue and Huston Avenue. There is a scheduled UTV Poker Run starting on this property on April 29th, 2023.

Payment to the City of Altamont, KS must be received as a lump sum prior to beginning of cutting. The number of crops harvested is limited to one and mowing height shall be set so that the remaining cut stubble height is at least 4 inches. All baled hay shall be removed from the property within 14 days of being baled. All hay must be baled and removed from the City Property no later than August 21, 2023.

All sealed bids must be in writing and delivered by hand, FED Ex, UPS, or USPS mail to the City Administrator, City of Altamont, 407 S. Huston, PO Box 305, Altamont, KS 67330. There is a drop box available on the West side of City Hall. Bids are to be sealed and clearly labeled **"20 Acres Baling- 2023"**. **Bids will be accepted no later than 2:00 PM on April 6, 2023 at which time bids will be opened and read.** Any proposal received after the time set for opening will be rejected.

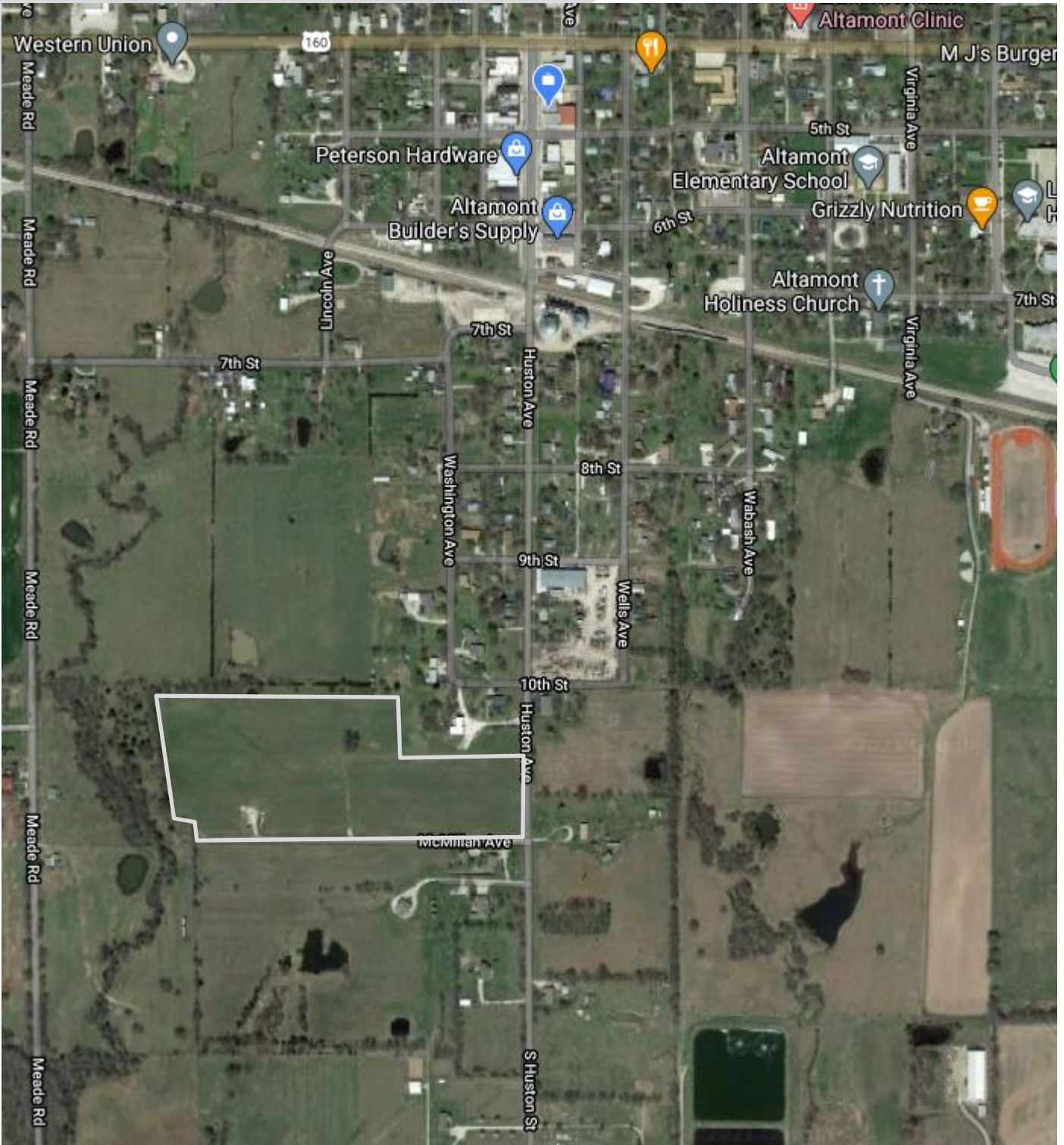
Bid selection will be approved by the City of Altamont Governing Body on April 13, 2023 at 7:00 PM. The City of Altamont reserves the right to waive irregularities in bids, to reject any and all bids with or without cause, and to award the bid that is determined to be in the best interest of the City of Altamont.

The City of Altamont does not discriminate on the basis of race, color, national origin, sex, religion, age, or handicapped status in employment or provision of service. If you have any questions regarding this bid, please contact Brad Myers with the City of Altamont at 620-784-5612.



LeaAnn Myers
City Administrator





-
- The Neighborhood Revitalization Program is to encourage improvements and development within the city.
 - The program will provide incentives for housing and building improvements through property tax rebates.
 - The program will help community members as well as business owners with property investments.
 - The program will help to maintain current property tax revenues.
 - The program will encourage development, where it may not otherwise occur.
 - The program will have a limited window for opportunity, to promote immediate response.



Property Tax
Rebate for
Commercial,
Industrial,
Residential,
Agricultural, and
Historical
Properties within
the City Limits of
Altamont

City Hall
407 S Huston • Altamont,
KS 67330
(620)784-5612 • Fax
(620)784-5882
cityoffice@altamontks.com
www.altamontks.com

City of Altamont

Neighborhood Revitalization Program

Who's Eligible?

- Any residential homeowner or commercial property owner, who is in good standing and doesn't owe delinquent tax.
- Residential homeowners who make a minimum investment of \$5,000 towards their property.
- Commercial property owners who make a minimum investment of \$10,000 towards their property.



How much does it cost?

A one-time non-refundable application fee of \$50, paid to the City of Altamont. There will be a 5% Annual Labette County Administration Fee.

How does the tax rebate work?

The County refunds the property taxes which the property owner pays on the actual value added to a property due to a qualified improvement. The property owner will continue to pay all taxes, but will receive a rebate on the additional taxes resulting from the increase in assessed value of the property due to the improvement.

How are the property tax rebates calculated?

Tax rebates will be based on the increase in appraised value that occurs as a result of the improvements completed. The property owner will receive 100% of the tax increase, less the 5% administration fee, as their rebate.

How is "structure" defined?

"Structure" means any building, wall, or other structure, including the building and improvements to existing structures and fixtures assimilated to the real estate.

What isn't a qualified improvement?

Improvements to existing or construction of new, residential accessory structures: such as gazebos, portable storage buildings, swimming pools, etc. Painting exterior or interior, new roof or repair, updating vinyl siding, basic windows or repair, outbuildings on property less than 100 sq ft, cleaning up a property and landscaping.

What is a qualifying improvement?

New construction of structures as well as rehabilitation, alterations and additions to existing structures.

How long does the rebate run?

The plan will remain in effect until December 31, 2024. A property owner may only have one rebate project at a time on the same property. An approved residential application will remain in effect for 5 years and an approved commercial application will remain in effect for 10 years.

How long will I receive a tax rebate?

Eligible residential properties will earn a property tax rebate for five years. Eligible commercial and industrial properties will earn a property tax rebate for ten years. All owner's taxes including personal, special assessments, and property taxes must be paid on time and in full or eligibility is lost for the remainder of the abatement.

How long do I have to complete the project?

The project must be started within the first year of application and must be completed by the end of the second year.

What happens if I choose to sell?

If your taxes have been kept current, the remainder of the rebate period will transfer to the new owner.

When will I receive my Tax Rebate?

After all Labette County property & personal taxes and assessments are paid on time, in full, you should receive a tax rebate in the amount of the tax increment (less a 5% administrative fee). This typically occurs within 30 days following the date of tax distribution by Labette County.

Where do I pick up a rebate application?

You can pick up an application at the Altamont City Office, 407 S Huston in Altamont.

From: [Brannon Green](#)
To: [LeaAnn Myers](#)
Cc: [Kari Callahan](#)
Subject: FW: City of Altamont
Date: Tuesday, March 7, 2023 8:32:10 AM
Attachments: [image001.png](#)
[CG8237_201012 - Gov't Entity quest\(2\).DOC](#)
[Law Enforcement app LE8000\(2\).DOC](#)
[Linebacker CL8000_5_201301\(2\).DOC](#)
[swimming pool OST\(2\).DOC](#)
[City of Altamont 2023 Quote.PDF](#)

Looking forward to our call at 9.

EMC is needing the four attached apps completed and signed this year. I've also attached the renewal quote.

EMC Renewal Update:

The building valuations have been updated per the carrier's valuation calculator. The GL exposures have been updated to match the last audit. They did quote the linebacker policy with additional coverage of Loss of Salary and Fringe Benefits with a limit of 50,000/100,000. The charge for this coverage is \$458 and is included in the attached quote.

The expiring premium is \$63,194 and the renewal quote is \$70,290.

Thanks



Brannon Green
Commercial & Benefits Producer/ Team Leader

d: [\(620\) 778-4117](tel:(620)778-4117) | c: [\(620\) 778-4117](tel:(620)778-4117)

Insurance Renewal Information

City Council

March 9, 2023

Last year's insurance premium was \$63,194.00 compared to this year's \$70,290.00. The City's portion of last year's premium was \$57,785.00. The remainder of the insurance premium was Mount Pleasant Township for the Fire Department which was paid by the Township. I currently do not have the breakdown of the City's and Township's premium amounts for renewal.

In 2022, the City receive a dividend check in the amount of \$7,087.51 back from EMC Insurance. Our insurance agent, Brannon Green, expects the City will get one this year as well.

As noted in Brannon's email, building valuations were updated to cover the increase of replacement cost, plus an additional policy for Loss of Salary and Fringe Benefits.

Brannon stated EMC Insurance is still the best provider for the City of Altamont.



CONDITIONAL



EMC Insurance Companies
245 N Waco St Ste 330
Wichita, KS 67202-1116
www.emcins.com

CITY OF ALTAMONT
PO BOX 305
407 S HUSTON ST
ALTAMONT, KS 67330-0305
04/01/2023 to 04/01/2024
Prepared on 02/28/2023
Quote Valid Through 04/14/2023

Account Summary
Quote Account Number: X667676
Option 001
Prior Account Number: 5X83390

Commercial Property (A-03)		\$	24,490.00
General Liability (Occurrence) (D-03)		\$	3,619.00
Linebacker - Claims Made (K-02)		\$	5,798.00
Law Enforcement Liability (M-02)		\$	2,506.00
CyberSolutions (Q-01)		\$	660.00
Data Compromise and Identity Recovery Premium	404.00		
Cyber Premium	256.00		
Govt Crime/Fidelity Package (F-01)		\$	170.00
Commercial Inland Marine (C-02)		\$	9,144.00
Business Auto (E-02)		\$	15,864.00
Commercial Umbrella (J-02)		\$	8,039.00
Total Account Premium Estimate		\$	70,290.00

This proposal is offered through EMC Insurance Companies. EMC offers customizable insurance products to meet your unique needs and expert safety resources to help your business prevent claims. As your independent agent, we are here to offer you personalized service.

*The premium reflects the rates as of the date shown above and assumes the information provided is accurate.**

Please review the following pages for coverage details. To discuss the advantages of insuring your business with EMC, contact us at the number listed below or visit www.emcins.com.

Thank you,

Agency Services Corporation of Kansas, Inc
815 SW Topeka Blvd
Topeka, KS 66612-1672
785-232-0561

**This proposal does not guarantee the policy will be accepted or that coverage will be provided in the company selected or at the premium quoted. Due to periodic rate changes, a change to the policy's effective date may result in a different premium.*

City Administrator Report City Council March 9, 2023

1. **Sewer** - Tri-Star Utilities replaced the sewer line north of 4th Street between 401 S Washington and High School Street.
2. **Solid Waste** - The Solid Waste Committee requested revenue and expense figures from GFL, regarding the county owned transfer station, in December and have not received this information from them.
 - a. The Solid Waste Committee approved an increase from the temporary rate of \$40.76 per ton to \$42.00 per ton from March 1st, 2023, to June 1st, 2024, without the option for them to request another rate increase during that time. The proposed rate has been presented to GFL for their approval or for them to counter.
 - i. GFL has not responded to the proposal.
3. **Building Repairs** - TW Construction continues to work on the Utility building behind 501 S Huston.
4. **Cox Communications** - Cox Communications started construction in Altamont the week of February 13.
 - a. The Utility Department has been busy marking One Call locates and overseeing the project.
5. **Year End** - Continuing to work on year-end reports
6. **Audit** - The 2022 Annual Audit is scheduled for April 4, 2023.
7. **HELP** - Attended the monthly HELP meeting
 - a. Heather Beasley judged the Labette Youth Entrepreneurship Challenge at Labette County High School. The winner won \$1000 and will advance towards State.
8. **Court Conference** - Heather attended Court Conference.
9. **Level Payment** - Bridget has been calculating the new level payments for the upcoming year and will be mailing out letters in the next couple of weeks. If you are interested in level payment, please contact the City Office.



10. **Recreation** - Bridget compiled youth soccer teams and submitted teams to Parsons Recreation Commission for their season.
 - a. The Altamont Recreation Commission is hosting an Easter egg hunt on April 1st at 11:00 a.m. The Easter egg hunt will take place on the west side of Labette County High School.
11. **Insurance** - Reviewing Insurance renewal policy and updated required forms
12. **Lead and Copper** - If you have not turned in your Lead and Copper Survey, please get those turned in. Contact the City Office if you need a new copy of the survey.

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;

Easter Egg Hunt

Saturday, April 1st

11:00 AM Sharp

Easter Bunny Pictures

LCHS West Lawn

Kids Birth to 5th Grade

Sponsored by Altamont Recreation Commission

