

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

April 14, 2022

7:00 PM Regular Meeting

CALL TO ORDER

PLEDGE OF ALLEGIANCE & PRAYER

MINUTES - Regular meeting of March 24, 2022

INVOICES - \$57,785.00 + \$92,682.92 = **\$150,467.92**

PUBLIC COMMENT & GUESTS

- A. Ty Wooden - New Police Officer
- B. Grace Ruark - Extended Lake Stay
- C. Jack Leake - Firework Waiver for June
- D. Jody Sparks - Park building alcohol waiver for June 25, 2022

ORDINANCES/RESOLUTIONS /PROCLAMATIONS

- A. Ordinance 635 - Court Cost and Technology Fee
- B. Ordinance 636 - Operations of Small Vehicles
 - a. Motion to refund previous paid 2022 ATV permits
- C. Charter Ordinance 10 - Exemption from K.S.A. 2015 Supp. 12-104a
- D. Resolution 290 - Engineer Reimbursement

OLD BUSINESS

- A. 20 Acres Baling Bids
 - a. Harry E. Cormeny II - \$20 per acre
 - b. Keith Geren - \$301.00
 - c. Bradley Herold - \$650.00
- B. Compact Loader Lease Purchase
 - a. Exhibit A - Description of Property
 - b. Lease Agreement
 - c. Exhibit B - Amortization
- C. Natural Gas & Electric Price Update

NEW BUSINESS

- A.



TABLED & PENDING BUSINESS

- A. Old Fire Department Building Demolition
- B. War Veteran Memorial
- C. Electric Rate Increase
- D. Sewer Rate Increase
- E. American Rescue Funds

DEPARTMENT REPORTS

- A. City Administrator
- B. Fire Report

EXECUTIVE SESSION MOTION

- A. Attorney-Client Privilege

COMMUNICATIONS:

- A. Thank you - American Diabetes Association in honor of Lynette Steeby
- B. Altamont City Offices are closed for Good Friday on Friday, April 15th
- C. City-Wide Rummage sales are April 30th
- D. Bulk Trash is May 2 - 4

ADJOURNMENT

MINUTES
CITY OF ALTAMONT
March 24, 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, Lyle Sykes and Cameron Johnston
MINUTES	Councilmember Coffey moved and Cochran seconded to approve the minutes of the meeting of March 10, 2022. Motion carried.
INVOICES	Councilmember Cochran moved and Johnston seconded to pay the invoices in the amount of 94,406.02. Motion carried.
MCMILLEN PARK PLAN	Chad Weinand with GLMV Architecture presented the Master Plan for the development of McMillen Park. Chad explained the process that has taken place to get to this point of the Master Plan. The community engagement meeting was the vehicle used to see what was most wanted/needed. The most desired were listed first and down the line from there, per the community engagement meeting. The top five most wanted features were walking trails, field house, multi-purpose sports field, splash pad and small dog park. LeaAnn Myers City Administrator asked about phasing and if that was worked into the original budget with GLMV or if that would be extra? Chad explained that the phasing would be worked into the budget as the projects progressed.
SEWER IMPROVEMENT	<p>Danny Coltrane was present with an Engineer out of Iola, Kansas to discuss the Sewer Improvement project with the ARPA funds. The proposal from Danny is to come in and evaluate the lift-stations, the Utility Department will then keep daily records on run times of the four lift stations. The data will be taken by Midwest engineering and they will compile and review that against our lagoons to see if they are oversized or undersized. The lift-stations will be looked at to see if they are actually running as much water through them as they are supposed to be. The infrastructure money is starting to run to SRF, which the rules are still being finalized on. In order to qualify for those funds the City would need an engineering report that has evaluated the system. PHMSA has also allocated a billion dollars nationwide that will be grant funds for gas systems. Mapping would be required for gas when requesting money from PHMSA to replace lines. Danny also proposed using Subsurface Mapping software to locate all of our gas lines to prepare for funding avenues. Brad Myers Utility Superintendent explained the knowledge that he and some of the other veteran Utility guys have in their heads; as far as where lines are can't be transferred to the younger ones. The mapping would be beneficial for many years down the road for any existing, as well as new, Utility Employees.</p> <p>Subsurface GIS Utility Mapping Estimated Budget \$30,000 Professional Engineer Report (PER) for Sanitary Sewer System Lump Sum Cost \$15,000.00 Professional Engineer Report (PER) for Gas Distribution System Lump Sum Cost \$15,000.00 Reimbursable Expenses: Costs plus 10%, Lodging Costs and Current IRS Mileage Rates Council was provided the entire contract in their council packets.</p> <p>Councilmember Coffey moved and Johnston seconded to go with Danny Coltrane and his firm Midwest Engineering Group to be our Engineers for this project. Motion Carried.</p>
MCLINEY AND COMPANY	<p>Joey McLiney was present to discuss their business and being invested in and how they could help with City projects. As the Municipal Advisors they would help the City figure out how to fund projects, whether through grants or bonds. If no debt is issued, they don't charge anything to the City.</p> <p>Councilmember Coffey moved and Cochran seconded to hire McLiney and Company to be our Municipal Advisors. Motion Carried</p>
2022 EMC INSURANCE	<p>Insurance went up roughly 10% from previous years, the Township portion would be \$6923.00.</p> <p>Councilmember Cochran moved and Wiford seconded to approve EMC for the 2022 insurance renewal in the amount of \$63,186.00 less the Townships portion. Motion Carried.</p>

PAGE 2
CITY OF ALTAMONT
March 24, 2022

6 MONTH RAISE	<p>LeaAnn Myers and Heather Beasley have both completed their 6 Month Probationary Period on their new positions as City Administrator and City Clerk</p> <p>Councilmember Cochran moved and Johnston seconded to approve the \$0.25 raise for LeaAnn Myers and Heather Beasley per the wage ordinance. Motion Carried.</p>
CITY ADMINISTRATOR	<ol style="list-style-type: none">1. Payment Plans – Continuing to review payment plan balances2. Annual Reports – the City Office is working on annual reports3. Audit – Preparing for the 2021 City audit which is scheduled for March 29, 20224. Accounts Payable and Payroll – Continuing to cross train Heather Beasley on Accounts Payable and Payroll5. Grant Writing – Heather Beasley is working on the 10 week grant writing course through Fort Hays State University6. 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 censuses 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.10. Pool Cool – Completed the pool cool contract to train lifeguards on sun training
POLICE REPORT	<p>The police department has handled numerous calls during this period from animal control, civil standby’s/child exchanges, citizens assist, lake patrol, and safety checks. Several Warning and Citations issued for traffic infractions by officers. Department has taken reports for possession of marijuana, drug paraphernalia, stolen firearms, aggravated assault and child endangerment. Assisted DCF with removal of children from a home, flee and elude incident where the subject was arrested and transported to jail. Several domestic calls, assist with structure fire and an arrest for a battery situation. Conducted self-defense classes for junior and senior girls at LCHS, and a safe dating lecture with freshmen girls at LCHS. Gave a presentation for the Labette County USD 506 Administration, High School, Grade School Principals, Health Careers Class about the dangers of medical marijuana and BHO (Butane Honey Oils) waxes. Several trips to KBI lab, in Pittsburg for testing of illegal drugs. Death notification. Attended Training Conference in Topeka. Assisted the K-State Extension office as a judge for the Leadership Entrepreneurship contest at LCHS. Received all new vehicle and handheld radios, they are programmed wrong so waiting to hear about reprogramming. Conducted interviews and hired a new officer, completed all paperwork for him to attend KLETC on March 28th. Received resignation from Sgt. March who will be taking employment elsewhere, not Law Enforcement. Accepting applications and conducting interviews next week, in order to get new officers hired.</p>
EXECUTIVE SESSION	<p>Councilmember Cochran moved at 7:38PM and Coffey seconded 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: the City Administrator, Chief of Police and our attorney. The open meeting will resume in the City Council Room at 8:35PM.</p> <p>Open Meeting Resumed at 8:35PM</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. If you are interested in signing up for level payment, please contact the City Office at (620)784-5612</p>

Altamont Pet Clinic is scheduled for 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 their rabies vaccination and registered annually with the City in accordance with Ordinance #625.

ADJOURN Councilmember Cochran moved and Coffey seconded to adjourn. Motion carried. 8:37PM

DATE

Heather Beasley, City Clerk

AP Check Register (APLT43)

City of Altamont

Check No	Check Date	Vendor No	Vendor Name	Check Amount
Bank No: 1 Account: 006572				
35506	4/6/2022	80355	Assured Partners	\$57,785.00
Bank Account Totals:				\$57,785.00
Total Of Checks:				\$57,785.00

AP Check Register (APLT43)

City of Altamont

		Check No	Check Date	Vendor No	Vendor Name	Check Amount
Bank No:	1	Account: 006572				
		35507	4/14/2022	61	ACE HARDWARE	\$77.97
		35508	4/14/2022	885	ADVANCE INSURANCE COMPANY	\$57.30
		35509	4/14/2022	150	Altamont Builders Supply	\$422.75
		35510	4/14/2022	79889	Border States Industries Inc	\$949.78
		35511	4/14/2022	80351	Bridget Nash	\$34.52
		35512	4/14/2022	80357	Bryce Byrd	\$40.00
		35513	4/14/2022	60	CITY OF ALTAMONT	\$3,664.94
		35514	4/14/2022	79832	Core & Main	\$2,301.76
		35515	4/14/2022	404	Corner Store	\$975.07
		35516	4/14/2022	79927	D GERBER COMMERCIAL POOL PRODUCTS &	\$6,167.35
		35517	4/14/2022	80064	Ditch Witch Financial Services	\$927.72
		35518	4/14/2022	79653	Dollar General-Regions 410526	\$87.45
		35519	4/14/2022	1000	EVERGY	\$619.22
		35520	4/14/2022	80229	GFL Environmental	\$2,923.28
		35521	4/14/2022	740	HUGO'S INDUSTRIAL SUPPLY	\$318.98
		35522	4/14/2022	79988	JANICE MCKINZIE	\$40.00
		35523	4/14/2022	80088	Joshua March	\$67.25
		35524	4/14/2022	866	KANSAS DEPT OF REVENUE	\$433.44
		35525	4/14/2022	1372	Kansas Dept. of Administration	\$175.00
		35526	4/14/2022	949	KANSAS MUNICIPAL ENERGY AGENCY	\$357.00
		35527	4/14/2022	960	KANSAS MUNICIPAL UTILITIES,INC	\$750.00
		35528	4/14/2022	880	KANSAS ONE CALL SYSTEM INC	\$18.00
		35529	4/14/2022	971	KANSAS STATE TREASURER	\$49,065.08

AP Check Register (APLT43)

City of Altamont

Check No	Check Date	Vendor No	Vendor Name	Check Amount
35530	4/14/2022	940	KDHE - WATER - ENVIRON. LABS	\$247.00
35531	4/14/2022	100	Labette Avenue	\$174.75
35532	4/14/2022	1057	LABETTE COUNTY PUBLIC	\$1,987.79
35533	4/14/2022	80263	Lassen Printing Services	\$88.69
35534	4/14/2022	80359	Loretta Smith	\$40.00
35535	4/14/2022	1251	MasterCard 0547	\$454.56
35536	4/14/2022	9789	Michael Shields	\$25.00
35537	4/14/2022	1338	MIDWEST ELECTRIC TRANSFORMERS	\$2,995.00
35538	4/14/2022	80159	Miller Tire and Lube LLC	\$78.00
35539	4/14/2022	1439	NAPA	\$13.61
35540	4/14/2022	1550	O'REILLY AUTOMOTIVE INC	\$29.98
35541	4/14/2022	1680	PUBLIC WHOLESALE WATER SUPPLY	\$11,250.00
35542	4/14/2022	9587	Raymond Coffey	\$54.41
35543	4/14/2022	80211	S3 Screen Printing LLC	\$146.98
35544	4/14/2022	1930	Sherwin Williams of Parsons	\$131.17
35545	4/14/2022	80358	Sonya Ezell	\$40.00
35546	4/14/2022	2230	THOMAS IMPLEMENT	\$89.55
35547	4/14/2022	2320	TWIN VALLEY ELECTRIC COOP. INC	\$547.98
35548	4/14/2022	80178	Ty Lahey	\$40.00
35549	4/14/2022	80031	UTILITY SAFETY AND DESIGN INC	\$580.00
35550	4/14/2022	1250	VISA 3470	\$82.01
35551	4/14/2022	2447	VISA 5749	\$597.65
35552	4/14/2022	79532	VISA 6275	\$82.92
35553	4/14/2022	80272	Visa 7646	\$420.50

AP Check Register (APLT43)

City of Altamont

Check No	Check Date	Vendor No	Vendor Name	Check Amount
35554	4/14/2022	80348	Visa 7984	\$211.59
35555	4/14/2022	79945	Vision Service Plan (CT)	\$201.90
Bank Account Totals:				\$91,084.90
Total Of Checks:				\$91,084.90

AP Wire Register (APLT44)

City of Altamont

Wire Nbr.	Wire Date	Vendor No	Vendor Name	Wire Amount
Bank No:	1	Account:	006572	
-929	4/14/2022	865	KANSAS DEPARTMENT OF REVENUE	\$323.16
-928	4/14/2022	863	KANSAS DEPARTMENT OF LABOR	\$1,274.86
Bank Account Totals:				\$1,598.02
Total Of Wires:				\$1,598.02

Approved Invoices by Vendor- Summary

City of Altamont

Vendor	Invoice	PO	Description	Account Description	Invoice Amt
80355	Assured Partners				
	2022-2023 Ins Premiums		2022-2023 Insurance Premiums	Contractual	\$407.00
	2022-2023 Ins Premiums		2022-2023 Insurance Premiums	Contractual	\$1,590.00
	2022-2023 Ins Premiums		2022-2023 Insurance Premiums	Contractual	\$478.00
	2022-2023 Ins Premiums		2022-2023 Insurance Premiums	Contractual	\$478.00
	2022-2023 Ins Premiums		2022-2023 Insurance Premiums	Contractual	\$392.00
	2022-2023 Ins Premiums		2022-2023 Insurance Premiums	Contractual	\$612.00
	2022-2023 Ins Premiums		2022-2023 Insurance Premiums	Contractual	\$983.00
	2022-2023 Ins Premiums		2022-2023 Insurance Premiums	Contractual	\$897.00
	2022-2023 Ins Premiums		2022-2023 Insurance Premiums	Contractual	\$139.00
	2022-2023 Ins Premiums		2022-2023 Insurance Premiums	Contractual	\$114.00
	2022-2023 Ins Premiums		2022-2023 Insurance Premiums	Contractual	\$1,129.00
	2022-2023 Ins Premiums		2022-2023 Insurance Premiums	Contractual	\$4,532.00
	2022-2023 Ins Premiums		2022-2023 Insurance Premiums	Contractual	\$141.00
	2022-2023 Ins Premiums		2022-2023 Insurance Premiums	Contractual	\$6,210.00
	2022-2023 Ins Premiums		2022-2023 Insurance Premiums	Contractual	\$5,468.00
	2022-2023 Ins Premiums		2022-2023 Insurance Premiums	Contractual	\$3,060.00
	2022-2023 Ins Premiums		2022-2023 Insurance Premiums	Contractual	\$2,420.00
	2022-2023 Ins Premiums		2022-2023 Insurance Premiums	Contractual	\$2,227.00
	2022-2023 Ins Premiums		2022-2023 Insurance Premiums	Contractual	\$500.00
	2022-2023 Ins Premiums		2022-2023 Insurance Premiums	Contractual	\$718.00
	2022-2023 Ins Premiums		2022-2023 Insurance Premiums	Contractual	\$3,895.00
	2022-2023 Ins Premiums		2022-2023 Insurance Premiums	Contractual	\$10,000.00
	2022-2023 Ins Premiums		2022-2023 Insurance Premiums	Contractual	\$3,000.00
	2022-2023 Ins Premiums		2022-2023 Insurance Premiums	Contractual	\$2,000.00
	2022-2023 Ins Premiums		2022-2023 Insurance Premiums	Contractual	\$5,000.00
	2022-2023 Ins Premiums		2022-2023 Insurance Premiums	Contractual	\$1,395.00
Subtotal for Vendor 80355 - Assured Partners :					\$57,785.00

Approved Invoices by Vendor- Summary

City of Altamont

Vendor	PO	Description	Account Description	Invoice Amt
--------	----	-------------	---------------------	-------------

Grand Total: \$57,785.00

Approved Invoices - Fund/Dept. Totals

Fund	Fund Total	Fund Name
01 General Fund		
01 General Government		\$5,769.00
02 Gen Police		\$6,080.00
03 General Court		\$478.00
04 General Fire		\$4,532.00
05 General Park		\$983.00
11 Municipal Pool		\$897.00
		<hr/>
		\$18,739.00
04 Library		
00 NonDepartmental		\$392.00
		<hr/>
		\$392.00
07 Special Highway Fund		
00 NonDepartmental		\$6,122.00
		<hr/>
		\$6,122.00
09 Lake Fund		
00 NonDepartmental		\$1,125.00
		<hr/>
		\$1,125.00
50 Water Utility Fund		
00 NonDepartmental		\$4,129.00
		<hr/>
		\$4,129.00
51 Electric Utility Fund		

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
	00	NonDepartmental	\$10,000.00	
			\$10,000.00	
	52	Gas Utility Fund		
	00	NonDepartmental	\$2,114.00	
			\$2,114.00	
	53	Sewer Utility Fund		
	00	NonDepartmental	\$6,395.00	
			\$6,395.00	
	54	Sanitation Utility Fund		
	00	NonDepartmental	\$2,559.00	
			\$2,559.00	
	82	Insurance Reserve Fund		
	00	NonDepartmental	\$6,210.00	
			\$6,210.00	
		Grand Total:	\$57,785.00	

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
60	CITY OF ALTAMONT			
04012022		utility bills	Contractual	\$340.57
04012022		utility bills	Contractual	\$277.98
04012022		utility bills	Contractual	\$310.48
04012022		utility bills	Contractual	\$263.59
04012022		utility bills	Contractual	\$427.26
04012022		utility bills	Contractual	\$426.88
04012022		utility bills	Contractual	\$266.51
04012022		utility bills	Contractual	\$572.02
04012022		utility bills	Contractual	\$441.74
04012022		utility bills	Contractual	\$337.91
Subtotal for Vendor 60 - CITY OF ALTAMONT :				\$3,664.94
61	ACE HARDWARE			
03272022		shovel	Commodities	\$45.98
03272022		sprayer	Commodities	\$16.00
03272022		sprayer	Commodities	\$15.99
Subtotal for Vendor 61 - ACE HARDWARE :				\$77.97
100	Labette Avenue			
03172022		Spring Sports Ad	Contractual	\$15.00
03252022		elbow, galv coupling, bushing, grind disc, cut wheel	Commodities	\$159.75
Subtotal for Vendor 100 - Labette Avenue :				\$174.75
150	Altamont Builders Supply			
120176		sealant, caulk gun, screws, nuts, valve, sprayer, keys, paint supplies, pilers, pipe	Commodities	\$84.55
120176		sealant, caulk gun, screws, nuts, valve, sprayer, keys, paint supplies, pilers, pipe	Commodities	\$84.55
120176		sealant, caulk gun, screws, nuts, valve, sprayer, keys, paint supplies, pilers, pipe	Commodities	\$84.55
120176		sealant, caulk gun, screws, nuts, valve, sprayer, keys, paint supplies, pilers, pipe	Commodities	\$84.55

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
150	Altamont Builders Supply			
120176		sealant, caulk gun, screws, nuts, valve, sprayer, keys, paint supplies, pilers, pipe	Commodities	\$84.55
Subtotal for Vendor 150 - Altamont Builders Supply :				\$422.75
404	Corner Store			
04012022		diesel	Commodities	\$975.07
Subtotal for Vendor 404 - Corner Store :				\$975.07
740	HUGO'S INDUSTRIAL SUPPLY			
03312022		floor dry, center pulls, trash bags, toilet paper	Commodities	\$100.00
03312022		floor dry, center pulls, trash bags, toilet paper	Commodities	\$118.98
03312022		floor dry, center pulls, trash bags, toilet paper	Commodities	\$100.00
Subtotal for Vendor 740 - HUGO'S INDUSTRIAL SUPPLY				\$318.98
863	KANSAS DEPARTMENT OF LABOR			
723747783		unemployment tax	Contractual	\$182.00
723747783		unemployment tax	Contractual	\$182.00
723747783		unemployment tax	Contractual	\$182.00
723747783		unemployment tax	Contractual	\$182.00
723747783		unemployment tax	Contractual	\$182.00
723747783		unemployment tax	Contractual	\$182.86
723747783		unemployment tax	Contractual	\$182.00
Subtotal for Vendor 863 - KANSAS DEPARTMENT OF LA				\$1,274.86
865	KANSAS DEPARTMENT OF REVENUE			
2091-TM47-48BD		sales tax	Contractual	\$323.16
Subtotal for Vendor 865 - KANSAS DEPARTMENT OF R				\$323.16
866	KANSAS DEPT OF REVENUE			
1st Qtr		water protection fee	Contractual	\$433.44
Subtotal for Vendor 866 - KANSAS DEPT OF REVENUE :				\$433.44

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
880	KANSAS ONE CALL SYSTEM INC			
2030132		15 locates	Contractual	\$18.00
Subtotal for Vendor 880 - KANSAS ONE CALL SYSTEM I				\$18.00
885	ADVANCE INSURANCE COMPANY			
05-2022		life insurance	Contractual	\$11.46
05-2022		life insurance	Contractual	\$11.46
05-2022		life insurance	Contractual	\$11.46
05-2022		life insurance	Contractual	\$11.46
05-2022		life insurance	Contractual	\$11.46
Subtotal for Vendor 885 - ADVANCE INSURANCE COMP				\$57.30
940	KDHE - WATER - ENVIRON. LABS			
55640		colilert drinking water	Contractual	\$247.00
Subtotal for Vendor 940 - KDHE - WATER - ENVIRON. LA				\$247.00
949	KANSAS MUNICIPAL ENERGY AGENCY			
22-04		Annual Dues	Contractual	\$357.00
Subtotal for Vendor 949 - KANSAS MUNICIPAL ENERGY				\$357.00
960	KANSAS MUNICIPAL UTILITIES,INC			
16892		2 Qtr Training Dues	Contractual	\$125.00
16892		2 Qtr Training Dues	Contractual	\$125.00
16892		2 Qtr Training Dues	Contractual	\$125.00
16892		2 Qtr Training Dues	Contractual	\$125.00
16892		2 Qtr Training Dues	Contractual	\$125.00
16892		2 Qtr Training Dues	Contractual	\$125.00
Subtotal for Vendor 960 - KANSAS MUNICIPAL UTILITIE				\$750.00
971	KANSAS STATE TREASURER			
1220601116692		Low Interest Gas Loan Payment	Payment Plan- Loan Payback	\$8,488.85
R1220618116653		Water Bond Payment - Principal - \$16,132.00, Interest - \$24,444.23	Contractual	\$40,576.23

Approved Invoices by Vendor- Summary

City of Altamont

Vendor	Invoice	PO	Description	Account Description	Invoice Amt
971	KANSAS STATE TREASURER				
Subtotal for Vendor 971 - KANSAS STATE TREASURER					\$49,065.08
1000	EVERGY				
	04142022		electricity	Contractual	\$86.74
	04142022		electricity	Contractual	\$509.75
	04142022		electricity	Contractual	\$22.73
Subtotal for Vendor 1000 - EVERGY :					\$619.22
1057	LABETTE COUNTY PUBLIC				
	2051		fuel	Vehicle	\$1,163.34
	2051		fuel	Contractual	\$164.89
	2051		fuel	Contractual	\$64.89
	2051		fuel	Contractual	\$164.89
	2051		fuel	Contractual	\$50.00
	2051		fuel	Contractual	\$164.89
	2051		fuel	Contractual	\$214.89
Subtotal for Vendor 1057 - LABETTE COUNTY PUBLIC :					\$1,987.79
1250	VISA 3470				
	03182022		fuel	Vehicle	\$82.01
Subtotal for Vendor 1250 - VISA 3470 :					\$82.01
1251	MasterCard 0547				
	03182022		water fee application and class - Bertling & George	Contractual	\$400.00
	03182022		meal expense	Commodities	\$54.56
Subtotal for Vendor 1251 - MasterCard 0547 :					\$454.56
1338	MIDWEST ELECTRIC TRANSFORMERS				
	61421		Polemount	Commodities	\$2,995.00
Subtotal for Vendor 1338 - MIDWEST ELECTRIC TRANS					\$2,995.00

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
1372	Kansas Dept. of Administration			
2020Audit		2020 Audit Filing fee	Contractual	\$175.00
Subtotal for Vendor 1372 - Kansas Dept. of Administrati				\$175.00
1439	NAPA			
73385		mirror for dump truck	Commodities	\$13.61
Subtotal for Vendor 1439 - NAPA :				\$13.61
1550	O'REILLY AUTOMOTIVE INC			
0137327583		Antifreeze	Commodities	\$29.98
Subtotal for Vendor 1550 - O'REILLY AUTOMOTIVE INC				\$29.98
1680	PUBLIC WHOLESALE WATER SUPPLY			
03232022		Water	Utility Costs	\$11,250.00
Subtotal for Vendor 1680 - PUBLIC WHOLESALE WATE				\$11,250.00
1930	Sherwin Williams of Parsons			
03312022		paint and supplies	Commodities	\$66.17
03312022		paint and supplies	Commodities	\$65.00
Subtotal for Vendor 1930 - Sherwin Williams of Parsons				\$131.17
2230	THOMAS IMPLEMENT			
04042022		water sample freight	Contractual	\$23.85
04042022		def fluid	Commodities	\$65.70
Subtotal for Vendor 2230 - THOMAS IMPLEMENT :				\$89.55
2320	TWIN VALLEY ELECTRIC COOP. INC			
3181 3189		Electric Poles	Utility Costs	\$547.98
Subtotal for Vendor 2320 - TWIN VALLEY ELECTRIC CO				\$547.98
2447	VISA 5749			
03182022		tv for pd, otter case, card reader	Commodities	\$254.69
03182022		Meeting expense	Training/ Conference/ Dues	\$342.96

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
2447	VISA 5749			
Subtotal for Vendor 2447 - VISA 5749 :				\$597.65
9587	Raymond Coffey			
2022 1st Qtr		Mileage	Contractual	\$54.41
Subtotal for Vendor 9587 - Raymond Coffey :				\$54.41
9789	Michael Shields			
911 Dispatchers		911 Dispatcher's Appreciation Week Reimbursement	Contractual	\$25.00
Subtotal for Vendor 9789 - Michael Shields :				\$25.00
79532	VISA 6275			
03182022		batteries	Commodities	\$58.08
03182022		meeting expense	Commodities	\$24.84
Subtotal for Vendor 79532 - VISA 6275 :				\$82.92
79653	Dollar General-Regions 410526			
04042022		water	Commodities	\$22.40
04042022		clip boards, scissors	Commodities	\$12.75
04042022		clip boards, scissors	Commodities	\$12.75
04042022		water, vehicle cleaner	Commodities	\$26.60
04042022		laundry soap	Commodities	\$12.95
Subtotal for Vendor 79653 - Dollar General-Regions 410				\$87.45
79832	Core & Main			
499871 499476		hydrant, riser, lid	Commodities	\$2,301.76
Subtotal for Vendor 79832 - Core & Main :				\$2,301.76
79889	Border States Industries Inc			
04012022		tool bucket, hooks, electrical supplies	Commodities	\$949.78
Subtotal for Vendor 79889 - Border States Industries Inc				\$949.78
79927	D GERBER COMMERCIAL POOL PRODUCTS			
22043 22054 22053		pool chemicals, paint	Commodities	\$6,167.35

Approved Invoices by Vendor- Summary

City of Altamont

Vendor	Invoice	PO	Description	Account Description	Invoice Amt
79927	D GERBER COMMERCIAL POOL PRODUCTS				
Subtotal for Vendor 79927 - D GERBER COMMERCIAL P					\$6,167.35
79945	Vision Service Plan (CT)				
04012022			vision insurance	Contractual	\$42.28
04012022			vision insurance	Contractual	\$10.57
04012022			vision insurance	Contractual	\$21.14
04012022			vision insurance	Contractual	\$21.14
04012022			vision insurance	Contractual	\$21.14
04012022			vision insurance	Contractual	\$21.14
04012022			vision insurance	Contractual	\$43.35
04012022			vision insurance	Contractual	\$21.14
Subtotal for Vendor 79945 - Vision Service Plan (CT) :					\$201.90
79988	JANICE MCKINZIE				
03282022			Park Deposit Refund	Park Building Deposit Refunds	\$40.00
Subtotal for Vendor 79988 - JANICE MCKINZIE :					\$40.00
80031	UTILITY SAFETY AND DESIGN INC				
20221472			Yearly Gas Fusion Testing	Contractual	\$580.00
Subtotal for Vendor 80031 - UTILITY SAFETY AND DESI					\$580.00
80064	Ditch Witch Financial Services				
6133761			lease payment	Contractual	\$927.72
Subtotal for Vendor 80064 - Ditch Witch Financial Servic					\$927.72
80088	Joshua March				
4641045			Police Department Décor Reimbursement	Commodities	\$67.25
Subtotal for Vendor 80088 - Joshua March :					\$67.25
80159	Miller Tire and Lube LLC				
04012022			tire repair, service	Contractual	\$15.00
04012022			tire repair, service	Contractual	\$15.00

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
80159 Miller Tire and Lube LLC				
04012022		tire repair, service	Contractual	\$15.00
04012022		tire repair, service	Contractual	\$15.00
04012022		tire repair, service	Vehicle	\$18.00
Subtotal for Vendor 80159 - Miller Tire and Lube LLC :				\$78.00
80178 Ty Lahey				
03282022		Park Rent Refund	Park Building Deposit Refunds	\$40.00
Subtotal for Vendor 80178 - Ty Lahey :				\$40.00
80211 S3 Screen Printing LLC				
1756		Police Shirts	Commodities	\$146.98
Subtotal for Vendor 80211 - S3 Screen Printing LLC :				\$146.98
80229 GFL Environmental				
03312022		transfer station fees	Utility Costs	\$2,923.28
Subtotal for Vendor 80229 - GFL Environmental :				\$2,923.28
80263 Lassen Printing Services				
175307		Business Cards	Commodities	\$88.69
Subtotal for Vendor 80263 - Lassen Printing Services :				\$88.69
80272 Visa 7646				
03182022		meeting expense, folders, memorial	Commodities	\$35.32
03182022		meeting expense, printer stand, folders, memorial	Commodities	\$241.18
03182022		meeting expense, folders, memorial	Commodities	\$36.00
03182022		meeting expense, folders, memorial	Commodities	\$36.00
03182022		meeting expense, folders, memorial	Commodities	\$36.00
03182022		meeting expense, folders, memorial	Commodities	\$36.00
Subtotal for Vendor 80272 - Visa 7646 :				\$420.50
80348 Visa 7984				
03182022		pipe thread sealant	Commodities	\$88.62

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
80348 Visa 7984				
03182022		otterbox cases	Commodities	\$122.97
Subtotal for Vendor 80348 - Visa 7984 :				\$211.59
80351 Bridget Nash				
04072022		Recreation Commission Mileage	Contractual	\$34.52
Subtotal for Vendor 80351 - Bridget Nash :				\$34.52
80357 Bryce Byrd				
04042022		Park Refund	Park Building Deposit Refunds	\$40.00
Subtotal for Vendor 80357 - Bryce Byrd :				\$40.00
80358 Sonya Ezell				
04042022		Park Refund	Park Building Deposit Refunds	\$40.00
Subtotal for Vendor 80358 - Sonya Ezell :				\$40.00
80359 Loretta Smith				
04042022		Park Refund	Park Building Deposit Refunds	\$40.00
Subtotal for Vendor 80359 - Loretta Smith :				\$40.00

Approved Invoices by Vendor- Summary

City of Altamont

Vendor	PO	Description	Account Description	Invoice Amt
--------	----	-------------	---------------------	-------------

Grand Total: \$92,682.92

Approved Invoices - Fund/Dept. Totals

Fund	Fund Total	Fund Name
01 General Fund		
01 General Government		\$1,102.98
02 Gen Police		\$2,721.20
03 General Court		\$253.93
04 General Fire		\$480.66
05 General Park		\$526.48
11 Municipal Pool		\$6,167.35
		<hr/>
		\$11,252.60
03 Municipal Equipment Reser		
00 NonDepartmental		\$927.72
		<hr/>
		\$927.72
05 Recreation		
00 NonDepartmental		\$34.52
		<hr/>
		\$34.52
07 Special Highway Fund		
00 NonDepartmental		\$63.61
		<hr/>
		\$63.61
09 Lake Fund		
00 NonDepartmental		\$854.22
		<hr/>
		\$854.22
50 Water Utility Fund		

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
	00	NonDepartmental	\$15,854.98	
			\$15,854.98	
	51	Electric Utility Fund		
	00	NonDepartmental	\$6,116.01	
			\$6,116.01	
	52	Gas Utility Fund		
	00	NonDepartmental	\$10,529.05	
			\$10,529.05	
	53	Sewer Utility Fund		
	00	NonDepartmental	\$1,212.06	
			\$1,212.06	
	54	Sanitation Utility Fund		
	00	NonDepartmental	\$4,895.41	
			\$4,895.41	
	60	Sales Tax		
	00	NonDepartmental	\$323.16	
			\$323.16	
	75	Water Bond and Interest		
	00	NonDepartmental	\$40,576.23	
			\$40,576.23	
	82	Insurance Reserve Fund		
	00	NonDepartmental	\$43.35	
			\$43.35	
		Grand Total:	\$92,682.92	

ORDINANCE #635

AN ORDINANCE PROVIDING FOR THE ASSESSMENT, COLLECTION AND DISPOSTION OF COURT COSTS IN CERTAIN CASES IN THE MUNICIPAL COURT OF THE CITY OF ALTAMONT AND REPEALING ORDINANCE #606.

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

SECTION 1. The sum of one hundred twenty-five dollars, (\$125.00), is hereby established for court costs in all cases, with the exception of seat belt violations, in the Municipal Court of the City of Altamont, Kansas. In addition to the court costs provided above, and as part of any such disposition for which court costs are assessed, the Municipal Judge shall also assess the following:

- a) Witness fees and mileage costs which have been incurred and which are assessable against the defendant under the provisions of K.S.A. 12-4411;
- b) Jail costs in the amount of \$20/day in the which have been incurred by the City due to the booking, fingerprinting, care, treatment, personal needs for personal maintenance, medical, dental, psychiatric and/or any special considerations or treatment programs, death related expenses and/or incarceration of the defendant in relation to the charges upon which the prosecution was brought; provided, however, that such jail costs shall not be assessed for any pre-disposition incarceration if the defendant's conviction is not based upon charges for which the defendant could have been arrested.
- c) Any costs incurred by the City for the provision of medical treatment for a defendant who is arrested and/or incarcerated pursuant to a City ordinance, or due to an order of a municipal court judge.
- d) The Municipal Judge shall have the authority, upon a showing of good cause, to waive all or any part of the assessments set forth in subsections (b) through (d) above if the making of assessments in question would not under the particular circumstances of the case serve the interests of justice.
- e) Fingerprinting/technology/education fee in the sum of \$25.00.

SECTION 2. The Municipal Judge of the City of Altamont, Kansas is hereby authorized and directed to assess and collect the sum of one hundred twenty-five dollars, (\$125.00), court costs in all cases in the Municipal Court of said City of Altamont, Kansas.

SECTION 3. The Court Clerk of the City of Altamont, Kansas shall keep a record of, and pay into the General Fund of said City of Altamont, all monies collected as court costs in all cases in the Municipal Court of said City of Altamont.

SECTION 4. REPEAL. Ordinances numbered 606 is hereby repealed.

SECTION 5. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval and publication once in the official City Newspaper, The Labette Avenue.

PASSED AND APPROVED by the governing body and SIGNED by the Mayor this 14th day of April, 2022.

Richard O. Hayward, Mayor

Attest:

Heather N. Beasley, City Clerk

ORDINANCE No. 636

AN ORDINANCE AUTHORIZING THE OPERATION OF WORK-SITE UTILITY AND OTHER SMALL VEHICLES ON THE STREETS OF THE CITY OF ALTAMONT, KANSAS; AND, PROVIDING FOR REGULATION OF RELATED MATTERS INCLUDING PENALTIES FOR VIOLATION THEREOF; AND REPEALING ORDINANCE #532 and #533.

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

Section 1. Definitions.

“Small vehicles” shall include all of the following vehicles listed within this subsection, as follows:

An “all-terrain vehicle” means any motorized non-highway vehicle which is 50 inches or less in width, having a dry weight of 1500 pounds or less, traveling on three or more low-pressure tires, having a seat designed to be straddled by the operator. As used in this section, “low-pressure tire” means any pneumatic tire six inches or more in width, designed for use on wheels with a rim diameter of 14 inches or less and utilizing an operating pressure of 10 pounds per square inch or less as recommended by the vehicle manufacturer;

A “work-site utility vehicle” means any motor vehicle which is not less than 48 inches in width, has an overall length, including the bumper, of not more than 160 inches, has an un-laden weight, including fuel and fluids, of more than 800 pounds and is equipped with four or more low pressure tires, a steering wheel and bench or bucket-type seating allowing at least two people to sit side-by-side, and may be equipped with a bed or cargo box for hauling materials. “Work-site utility vehicle does not include a micro utility truck;

A “micro utility truck” means any motor vehicle which is not less than 48 inches in width, has an overall length, including the bumper, of not more than 160 inches, has an un-laden weight, including fuel and fluids, of more than 1500 pounds, can exceed 40 miles per hour as originally manufactured and is manufactured with a metal cab. A “micro utility truck” does not include a work-site utility vehicle;

A “low speed vehicle” means any four-wheeled electric vehicle whose top speed is greater than 20 miles per hour but not greater than 25 miles per hour and is manufactured in compliance with the national highway and traffic safety administration standards for low-speed vehicles pursuant to 49 C.F. R. 571.500;

A “Golf cart” means a motor vehicle that has not less than three wheels in contact with the ground, an unladen weight of not more than 1,800 pounds, is designed to be operated at not more than 25 miles per hour and is designed to carry not more than four persons, including the driver;

A “motorized bicycle” means every device having two tandem wheels or three wheels which may be propelled by either human power or helper motor, or by both, and which has: (a) a motor which produces not more than 3.5 brake horsepower; (b) a cylinder capacity of not more than 130 cubic centimeters; (c) an automatic transmission; and (d) the capability of a maximum design speed of no more than 30 miles per hour, except a low power cycle;

An “electric-assisted bicycle” means a bicycle with two or more wheels, a saddle, fully operative pedals for human propulsion, and an electric motor. The electric-assisted bicycle’s electric motor must have a power output of not more than 1000 watts, be incapable of propelling the device at a speed of more than 20 miles per hour on level ground and incapable of further increasing the speed of the device when human power alone is used to propelling the device at a speed of more than 20 miles per hour.

“Operation” shall mean the operation of a small vehicle upon the streets and roads of the city of Altamont, Kansas.

Section. 2. Operation of Small Vehicles.

All small vehicles described in Section 1 may be operated from sunrise to sunset, except that all-terrain vehicles, work-site utility vehicles and micro utility trucks may be operated without regard to the time of the day if the vehicle is equipped with lights as required by law from motorcycles. Every persons operating a small vehicle on streets, roads and alleys of the city shall be subject to all of the duties applicable to a driver of a vehicle imposed by law.

While small vehicles may cross 4th Street/Highway 160, they cannot travel east or west on 4th Street/Highway 160.

No all-terrain vehicle shall be operated upon streets in the city unless such vehicle has a standard muffler.

All operators of small vehicles upon streets, roads or alleys within the city shall have a valid driver's license. No person under 18 years of age shall operate, or be a passenger during the operation of, a small vehicle upon the streets of Altamont, Kansas, without wearing a helmet that meets the standards set forth in the Code of Federal Regulations of the United States of America in Title 49, Section 571.218, that fits snugly to the head of the operator or passenger, and contains no visible defects.

All small vehicles are entitled to full use of a lane, and no motor vehicle shall be driven in such a manner as to deprive any small vehicle of the full use of a lane. The operator of a small vehicle shall not overtake and pass in the same lane occupied by the vehicle being overtaken. No person shall operate a small vehicle between lanes of traffic or between the adjacent lines or rows of vehicles. No small vehicles shall pass any other vehicles upon the streets of the city.

Section 3. Display of Slow Moving Vehicle Emblem for Golf Carts.

It shall be illegal to operate a golf cart on any street, road or alley within the city unless such vehicle displays a slow moving vehicle emblem on the rear of the vehicle. The slow-moving vehicle emblem shall be mounted and displayed in compliance with K.S.A. 8-1717, and amendments thereto.

For the purpose of this section, "slow-moving vehicle emblem" has the same meaning as contained in K.S.A. 8-1717, and amendments thereto.

Section 4. Penalties for Violations.

No person shall operate a small vehicle, as described above, within the corporate limits of the City of Altamont, Kansas, in violation of this ordinance. Violation of the terms hereof shall constitute the offense of "Unlawful Operation of a Small Vehicle" and shall be punishable by a fine of \$100.00 plus court fees.

Section 5. Repealing Ordinance #532 and 533.

Section 6. This Ordinance shall be in full force and effect from and after its adoption and publication in the official city newspaper.

PASSED AND ADOPTED this 14th day of April, 2022.

SIGNED BY THE MAYOR this 14th day of April, 2022.

Richard Hayward, Mayor

ATTEST:

Heather Beasley, City Clerk

12-104a. Cities, consolidated cities and counties; procedure for filling prolonged vacancies. (a) The purpose of this section is to provide an orderly and prompt means of filling vacancies in the governing body of a municipality. Prolonged vacancies in the governing body of a municipality deprive citizens of their right to representation and act as impediments to the orderly function of government of municipalities.

(b) As used in this section, the following terms are defined as follows:

(1) "Governing body" shall include the mayor and members of the council, the mayor and commissioners or the chairperson and members of the board of supervisors, depending on the form of government of the city or the consolidated city and county.

(2) "Municipality" means any city or any consolidated city and county.

(c) Except as provided in subsection (d), the governing body of any municipality where a vacancy exists shall appoint, by a majority vote of the remaining members, a person to fill the vacancy within 60 days of the vacancy. If the appointment is not made within the 60-day time frame, the governing body shall pass a resolution calling for a special election to fill such vacancy to be held within 45 days of the passage of such resolution. Candidates for the vacant office shall file for such office as provided in K.S.A. 25-2110a, and amendments thereto. The special election shall be conducted by the county election officer. The candidate receiving the highest number of votes for the vacant position shall assume such office upon certification of the election results.

(d) The provisions of subsection (c) shall not apply to any municipality which has a procedure for filling vacancies in its governing body and which has filled such vacancies within 60 days of the vacancy.

History: L. 2015, ch. 88, § 71; July 1.

CHARTER ORDINANCE NO. 10

A CHARTER ORDINANCE EXEMPTING THE CITY OF ALTAMONT, KANSAS FROM THE PROVISIONS OF K.S.A. 2020 Supp. 12-104a, RELATING TO THE FILLING OF GOVERNING BODY VACANCIES.

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

Section 1. The City of Altamont, by virtue of the power vested in it by Article 12, Section 5 of the Constitution of the State of Kansas, hereby elects and does exempt itself and make inapplicable to it K.S.A. 2020 Supp. 12-104a, relating to the filling of governing body vacancies, which enactment applies to this city, but does not apply uniformly to all cities.

Section 2. This charter ordinance shall be published once each week for two consecutive weeks in the official city newspaper.

Section 3. This charter ordinance shall take effect 61 days after final publication unless a sufficient petition for a referendum is filed and a referendum held on the ordinance as provided in Article 12, Section 5, Subsection (c)(3) of the Constitution of the State of Kansas, in which case the ordinance shall become effective if approved by the majority of the electors thereon.

Passed by the Governing Body, not less than two-thirds of the members-elect voting in favor thereof, this 14 day of April, 2022.

Richard Hayward, Mayor

Attest:

Heather Beasley, City Clerk

LeaAnn Myers

From: Walter, Mitch (G&B) <mwalter@gilmorebell.com>
Sent: Wednesday, April 6, 2022 4:08 PM
To: cityadmin@altamontks.com; LeaAnn@altamontks.com
Cc: Kip Hart; Joey McLiney; Jones, Pam (G&B)
Subject: City of Altamont - Reimbursement Resolution
Attachments: Reimbursement Resolution - April 2022.docx

LeaAnn,

At the request of Kip Hart & Joey McLiney, attached please find what is known as a “reimbursement” resolution. Adoption of the attached resolution serves as evidence that the City may opt to issue tax-exempt bonds to reimburse the expenditure of City funds for certain utility and park improvements. Adoption of the attached resolution does not obligate the City to issue any debt; rather, it will just allow for reimbursement on a tax-exempt basis (thus achieving a lower interest rate on the borrowing).

Thanks and please let us know of any questions.

-Mitch

Mitch Walter | Gilmore & Bell, P.C.

One Main Place | 100 North Main | Wichita, KS 67202

Phone: (316) 303-3104 | Mobile: (316) 305-9584

mwalter@gilmorebell.com

This is an electronic mail transmission from the law firm of Gilmore & Bell, P.C. and may contain information that is privileged, confidential, and protected by the attorney-client or attorney-work product privileges. It is intended only for the addressees. If you are not an addressee, note that any disclosure, copying, distribution or use of the contents of this message is prohibited. If you have received this transmission in error, please notify us immediately via return e-mail to the sender and then delete the message or you may call the sender at telephone number 1-(800) 844-3232. Unless otherwise specifically stated herein, any U.S. federal tax advice contained in this communication is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

RESOLUTION NO. 290

A RESOLUTION DECLARING THE INTENT OF THE CITY OF ALTAMONT, KANSAS, TO REIMBURSE CAPITAL EXPENDITURES RELATING TO CERTAIN PUBLIC IMPROVEMENTS WITH PROCEEDS OF TAX-EXEMPT FINANCING

WHEREAS, the City of Altamont, Kansas (the “City”) expects to make capital expenditures relating to certain public improvements, including the acquisition of certain utility mapping equipment and the construction of certain public park improvements, inclusive of any engineering reports prepared therefor (collectively, the “Project”); and

WHEREAS, the City desires to preserve its option to spend funds on hand with the expectation that such expenditures may be reimbursed with the proceeds of tax-exempt general obligation notes and/or bonds of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALTAMONT, KANSAS, AS FOLLOWS:

Section 1. The City expects to make capital expenditures in connection with the Project and intends to reimburse itself for such expenditures with the proceeds of general obligation bonds and/or temporary notes in an amount not to exceed \$60,000, plus any capitalized interest and costs of issuance. Any general obligation bonds and/or temporary notes issued under the authority of this Resolution may be used to reimburse expenditures made on or after the date that is 60 days before the date of adoption of this Resolution pursuant to U.S. Treasury Regulation §1.150-2.

Section 2. This Resolution shall take effect and be in full force from and after its adoption and approval by the governing body of the City.

ADOPTED by the governing body of the City on April 14, 2022, and **APPROVED** by the Mayor.

(SEAL)

Richard Hayward, Mayor

ATTEST:

Heather Beasley, City Clerk

To who it may concern,

I would like to submit a bid to bale the city property, approximately 20 acres, located at McMillian Avenue and Huston Avenue for your consideration. I would like to bale said property for Twenty dollars (\$20) per acre to be completed by August 21, 2022, to include the removal of hay.

My contact information as follows:

Harry E. Cormeny II
966 13000 Rd.
Mound Valley, KS 67354
Cell: (918) 325-0463
Secondary Cell: (903) 821-4047 (Wife)

Thank you,

Harry E. Cormeny II

A handwritten signature in dark ink, appearing to read 'Harry E. Cormeny II', written over the printed name.

20 Acres Baling - 2022

Keith Geren

1532 11000 Rd

Altamont, KS

67330

geren23@yahoo.com

(620) 717-3347

Bid: \$301.⁰⁰

 Keith Geren

Bid for baling the 20 Acres on Huston St.

I bid \$650.00 to bail the lot.

Bradley Herold
808 366 8807

EXHIBIT "A"
DESCRIPTION OF PROPERTY
FOR LEASE-PURCHASE AGREEMENT
DATED APRIL 15, 2022

BETWEEN

LESSOR: MARION NATIONAL BANK, MARION, KANSAS
AND
LESSEE: THE CITY OF ALTAMONT, KANSAS

CASE COMPACT TRACK LOADER, MODEL TR270B, SERIAL #NJM457909

LEASE-PURCHASE AGREEMENT

THIS LEASE-PURCHASE AGREEMENT is made and entered into by and between the Lessor and Lessee, with the Effective Date set forth below.

1. **Definitions.** For purposes of this Lease-Purchase Agreement, the following terms shall have the respective meanings set forth below:

LEASE: This Lease-Purchase Agreement dated as of the Effective Date, by and between the Lessor and Lessee.

EFFECTIVE DATE: April 15, 2022

TERMINATION DATE: April 15, 2024

LESSOR: Marion National Bank, 302 E. Main, Marion, Kansas 66861

LESSEE: City of Altamont, KS, 407 S. Huston, Altamont, KS 67330

PROPERTY: The property that is the subject of this Lease and that is described on Exhibit "A" which is attached hereto and by reference made a part hereof.

LEASE TERM: The period beginning on the Effective Date and ending on the Termination Date, unless earlier terminated pursuant to the terms of the Lease.

RENTAL PAYMENTS: The payments due in the amounts and upon the dates set forth on Exhibit "B" which is attached hereto and by reference made a part hereof.

OPTION PRICE: One Dollar (\$1.00), which is payable upon the Lessee exercising its Purchase Option pursuant to the terms of the Lease.

PURCHASE PRICE: The sum of the Option Price plus all remaining Rental Payments due to be paid on the date that Lessee exercises its option to purchase the Property.

INTEREST RATE: 3.00 % per annum, which shall be the interest rate component of the Rental Payments and the interest rate assessed on any unpaid Rental Payments or other or additional advances made by Lessor and owed by Lessee.

PROPERTY INSURANCE DEDUCTIBLE: \$5,000.00

PUBLIC LIABILITY COVERAGE: \$1,000,000.00

PUBLIC LIABILITY DEDUCTIBLE: NA

2. **Lease.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Property for the Lease Term in exchange for the Rental Payments.

3. **Rental Payments.** A portion of each Rental Payment is paid as and represents payment of interest, and the balance of each Rental Payment is paid as and represents payment of principal, as set forth on Exhibit "B". Each Rental Payment and any additional amounts for which Lessee becomes obligated hereunder, which are not paid when due, shall bear interest at the Interest Rate from the date on which the Rental Payment or additional other payment becomes due until the same is paid. Lessee may prepay the Rental Payments or any portion thereof at any time, and any such prepayment shall be credited against the next Rental Payment.

4. **Rent as Current Expense.** Lessee's obligation to pay the Rental Payments in the amounts and on the due dates set forth on Exhibit "B" shall constitute a current expense of Lessee and shall not be construed to be a debt of Lessee in violation of any constitutional or statutory limitations concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of Lessee.

5. **Purchase Option.** Lessee shall have the option to purchase the Property, but only if Lessee is not in default under the Lease. Lessee may exercise its option to purchase the Property on any Rental Payment due date by paying the Purchase Price, provided that Lessee shall give Lessor not less than thirty (30) days advance written notice of its intention to exercise its option to purchase.

6. **Transfer of Title.** During the Lease Term, title to the Property shall be vested in Lessee. Upon Lessee's exercise of the option to purchase and the payment of the Purchase Price, title to the Property shall become free from any liens of Lessor.

7. **Maintenance and Operation:** During the Lease Term, Lessee shall, at its own expense, maintain or cause to be maintained the Property in good order, condition and repair, and Lessor shall have no obligation to incur any of said expenses; provided, however, that if Lessee fails to keep the Property in good repair and operating condition, Lessor may, but shall be under no obligation to, make such repairs as are necessary and to provide for the payment thereof, and all such amounts so advanced by Lessor shall be repaid by Lessee as an additional amount for which Lessee becomes obligated hereunder, and Lessee hereby agrees to pay any such additional amount, plus interest at the Interest Rate, for which it may become obligated hereunder. Lessor, at its option, may request that Lessee enter into a maintenance contract for the Property with the vendor of the Property or otherwise.

8. **Use of the Property.** The parties mutually agree that Lessee, by performing the covenants and agreements herein contained, shall during the Lease Term, peaceably and quietly have, hold and enjoy the Property. Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law, or in any manner contrary to that contemplated by this Lease and the nature of the property. The Property will be used only for governmental or proprietary purposes of Lessee; therefore, the parties contemplate that the Property will be exempt from all taxes presently assessed and levied with respect to personal

property. In the event that the use, possession or acquisition of the Property is found to be subject to taxation in any form, Lessee will pay during the Lease Term all taxes and governmental charges whatsoever that may be lawfully assessed or levied against or with respect to the Property. Lessee shall keep the Property free and clear of all liens, charges and encumbrances, except as may be approved in advance in writing by Lessor; provided, however, that nothing in this Lease shall preclude Lessee from pledging its full faith and credit to the repayment of any legally authorized general obligation bond issue of Lessee.

9. **Insurance.** During the Lease Term, Lessee shall maintain or cause to be maintained, at its own expense, the following policies of insurance:

(a) Insurance against loss or damage to the Property resulting from fire, lightning, vandalism, malicious mischief and such perils ordinarily defined as "extended coverage" and other perils as Lessor and Lessee may agree. Such insurance shall during the Lease Term be in an amount not less than: (1) the full insurable value (i.e., the actual replacement cost "new") of the Property, or (2) the then current Purchase Price, whichever is more, subject to the Property Insurance Deductible, and shall contain an inflation guard endorsement.

(b) Public liability insurance against claims for bodily injury, death, or damage to property occurring upon, in, or about the Property, such insurance to provide coverage in an amount not less than the Public Liability Coverage, subject to the Public Liability Deductible.

All insurance policies shall be issued by insurers of recognized responsibility, licensed or admitted to do business in the state of Kansas. All policies or certificates of insurance shall name Lessee and Lessor as named insured. Such policies and certificates shall not be cancelled or materially changed without at least thirty (30) days prior written notice to Lessor, and shall carry loss payable endorsements in favor of Lessor where applicable. Evidence of coverage satisfactory to Lessor shall be deposited with Lessor by Lessee. All premiums and charges shall be paid by Lessee, and evidence of payment of the premiums shall be delivered by Lessee to Lessor. In the event Lessee fails to maintain the insurance required, Lessor shall have the right to procure and maintain such insurance and shall charge Lessee for the cost thereof as an additional amount for which Lessee becomes obligated hereunder. Lessee may provide such insurance as part of "blanket" coverage maintained on all assets of Lessee, and with the written consent of Lessor may be a self-insurer of such risks. If the insurance proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement, Lessee shall complete the work and pay any cost in excess of the insurance proceeds.

10. **Indemnification.** Lessee shall indemnify, protect, and hold harmless Lessor from and against any and all liabilities, obligations, losses, claims, and damages whatsoever, including without limitation, attorney fees and expenses, arising out of or as the result of this Lease, the ownership of the Property, or any accident in connection with the operation, use, condition, possession, storage or return of the Property.

11. **Right of Inspection.** Lessor and its designated representative shall have the right at all reasonable times upon reasonable notice during the lessee's regular business hours to enter into and upon the premises of Lessee to inspect the Property or for any purpose connected with Lessor's rights under this Lease.

12. **Triple Net Lease.** This Lease shall be deemed and construed to be a "triple net lease" in that Lessee hereby agrees that the Rental Payments provided for herein shall be an absolute net return to Lessor, and that Lessor shall not be responsible for any expenses, charges or set-offs whatsoever related to the operation, maintenance and repair of the Property.

13. **Termination of Lease Term.** The Lease Term will terminate upon the earliest occurrence of any of the following events:

- (a) The expiration of the Lease Term;
- (b) The exercise by Lessee of the option to purchase granted under Paragraph 5;
- (c) A default by Lessee and Lessor's election to terminate this Lease;
- (d) The payment by Lessee of all Rental Payments and all additional amounts for which Lessee may become obligated under this Lease;
- (e) Upon notice of election to terminate the Lease due to an event of taxability pursuant to Paragraph 15 hereof, and the failure of Lessee to exercise its option to purchase at the next regular Rental Payment due date.

14. **Non-appropriation.** Lessee shall use its best efforts to include the Rental Payments for each fiscal year in its budget for such fiscal year and further shall make the necessary appropriations for all such Rental Payments. In the event sufficient funds are not budgeted and appropriated by Lessee for any fiscal year to provide for the Rental Payments required hereunder or any other obligation of Lessee, then Lessee shall terminate this Lease by providing thirty (30) days written notice to Lessor of Lessee's intent to terminate. In such event, the Lessee shall not be obligated to make the Rental Payments beyond the end of the period for which Lessee has budgeted. Lessee shall surrender the Property to Lessor on the last day for which Rental Payments have been made. Upon such early cancellation, Lessee may not thereafter acquire functionally similar property for the full original Lease Term. If funds are made available to Lessee after such early cancellation for property which will perform services and function in full or in part the same as the Property, Lessee agrees to purchase, lease or otherwise acquire such property from Lessor. The non-payment of any Rental Payment pursuant to this paragraph shall not constitute a default under this Lease.

15. **Occurrence of an Event of Taxability.** Lessor and Lessee contemplate that the interest component of the Rental Payments paid by Lessee will not be included in Lessor's gross income for purposes of federal income taxation. In the event that Lessee or Lessor are advised that the interest component of the Rental Payments is or has become includable in gross income for purposes of federal income taxation, Lessor (or its assigns) may elect in writing to terminate

this Lease at the next regular Rental Payment due date, subject only to Lessee's option to purchase as granted in Paragraph 5 of this Lease.

16. **Disclaimer of Warranties.** LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROPERTY. In no event shall Lessor be liable for incidental, indirect, special or consequential damages in connection with or arising out of this Lease or the existence, furnishing, functioning of Lessee's use of any item or products or services provided for in this Lease. Lessor hereby irrevocably appoints Lessee as its agent and attorney-in-fact during the Lease Term, and so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Property, which Lessor may have against the vendor of the Property. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the vendor of the Property, and not against Lessor, nor shall such matter have any affect whatsoever on the rights and obligations of Lessor with respect to this Lease and its right to receive full and timely Rental Payments hereunder. Lessee expressly acknowledges that Lessor makes and has made no representation or warranties whatsoever as to the existence or availability of such warranties by the vendor of the Property.

17. **Assignment.** Neither this Lease nor any interest of Lessee herein shall be mortgaged, pledged, assigned or transferred by Lessee, without the prior written consent of Lessor. Lessee shall at all times remain liable for the performance of the Lease, notwithstanding any assigning, transferring or subletting which may be made. In no event shall Lessee sublease or permit the use of all or any part of the Property so as to cause the interest component of the Rental Payments to become includable in Lessor's gross income for computation of federal income taxation. Lessor shall have the right to assign its interest in this Lease and the Rental Payments to another party, and Lessee agrees to execute any and all documents necessary and proper in connection therewith.

18. **Default by Lessee.** If: (i) Lessee fails to pay any Rental Payment or other payment within fifteen (15) days from the date it is due and payable; (ii) Lessee fails to observe and perform any other term, covenant or condition contained herein for a period of thirty (30) days after written notice thereof from Lessor to Lessee; (iii) Lessee abandons the Property; or (iv) Lessee's interest in this Lease or any part thereof is assigned or transferred without the written consent of the Lessor, then Lessee shall be deemed to be in default hereunder. If Lessee is in default, Lessor shall have the right, at its option, and without any further demand or notice:

(i) to terminate this Lease and to take possession of the Property, using all necessary force to do so, and sell the Property;

(ii) to take possession of the Property and without terminating this Lease re-let the Property upon such terms and conditions as Lessor may deem advisable, in which event the rents received on such re-letting shall be applied first to the expense of reletting and collection, including any necessary renovation and alteration of the Property, reasonable attorney's fees and costs of suit in equity or action at law to enforce the terms and conditions of this Lease, and thereafter toward payment of all sums due or to become due Lessor hereunder. If a sufficient sum shall not be thus realized to pay such sums and

other charges, Lessee shall remain liable for and will pay Lessor any cumulative net deficiency. The foregoing remedies of Lessor are in addition to and not exclusive of any other remedy of Lessor. Any repossession of the Property shall be allowed by Lessee without hindrance.

19 **Miscellaneous.** This Agreement may be amended, modified or supplemented only by the written agreement of all parties hereto. The waiver or failure to insist upon strict compliance with any obligation, representation, warranty, agreement or condition hereunder shall not operate as a waiver of any subsequent non-compliance. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. This Agreement embodies the entire agreement and understanding of the parties. This Agreement supersedes all prior discussions, negotiations, agreements and understandings between the parties. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original, but which together shall constitute one original.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

“LESSEE”

City of Altamont, KS
407 S. Huston
Altamont, KS 67330

BY: _____
Name: _____
Title: _____

ATTEST:

BY: _____
Name: _____
Title: _____

“LESSOR”

Marion National Bank
302 E. Main, Marion, Kansas 66861

BY: _____
Name: _____
Title: _____

STATE OF KANSAS)
) ss:
COUNTY OF MARION)

The foregoing instrument was acknowledged before me on _____,
2022, by Don Noller, President, on behalf of Lessor.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
on the day and year last above written.

My Appointment Expires: _____
Notary Public

STATE OF KANSAS)
) ss:
COUNTY OF LABETTE)

The foregoing instrument was acknowledged before me on _____, 2022
by _____, on behalf of Lessee.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
on the day and year last above written.

My Appointment Expires: _____
Notary Public

Amortization

Borrower name CITY OF ALTAMONT
Address 500 S HUSTON
 ALTAMONT, KS 67330
Loan number 40037446

Date		Amount	Payment	Principal	Interest	Remaining Balance
04-15-2022	Fixed Rate	3.000				
04-15-2022	Funding	22,134.00				22,134.00
04-15-2022	Fee	10.00				22,144.00
07-15-2022	Regular Pmt		2,862.35	2,696.73	165.62	19,447.27
10-15-2022	Regular Pmt		2,862.35	2,715.30	147.05	16,731.97
2022 Totals:			5,724.70	5,412.03	312.67	
01-15-2023	Regular Pmt		2,862.35	2,735.83	126.52	13,996.14
04-15-2023	Regular Pmt		2,862.35	2,758.82	103.53	11,237.32
07-15-2023	Regular Pmt		2,862.35	2,778.30	84.05	8,459.02
10-15-2023	Regular Pmt		2,862.35	2,798.39	63.96	5,660.63
2023 Totals:			11,449.40	11,071.34	378.06	
01-15-2024	Regular Pmt		2,862.35	2,819.55	42.80	2,841.08
04-15-2024	Regular Pmt		2,862.35	2,841.10	21.25	-0.02
2024 Totals:			5,724.70	5,660.65	64.05	
Loan Totals:			22,898.80	22,144.02	754.78	

NATURAL GAS PRICES REACH \$6/MMBTU

NYMEX HENRY HUB GAS FUTURES CONTRACT CLOSE, APRIL 7	
Date	Settlement
May 2022	6.359
Jun 2022	6.436
Jul 2022	6.499
Aug 2022	6.502
Sep 2022	6.480
Oct 2022	6.498
Nov 2022	6.567
Dec 2022	6.725
Jan 2023	6.821
Feb 2023	6.626
Mar 2023	5.919
Apr 2023	4.495
May 2023	4.357
Jun 2023	4.386
Jul 2023	4.424
Aug 2023	4.432
Sep 2023	4.414
Oct 2023	4.444
Nov 2023	4.544
Dec 2023	4.750

"We have seen significant price increases in the natural gas markets. The average daily index price for the month of March was \$4.40 per MMBtu. For today, April 7th, the posted daily index price is \$6.00 per MMBtu, a 35% increase." says Dixie Riedel, Director of Natural Gas.

The NYMEX Futures contracts are also on the rise. Every month through February 2023 is currently above the \$6.00 mark. Several reasons identified contributing to higher gas prices are:

- Colder weather is forecasted for much of the US through late April
- Storage levels are well below historical averages
- The war between Russia and Ukraine. The industry is expecting higher volumes of Liquefied Natural Gas (LNG) to be exported to the European countries as they take less supply from Russia. There is also talk of coal being exported as well, which will mean more gas-fired electric generation for the US this summer. NOAA's summer forecast for all of the US is to be 40-50% above normal temperatures

Electric Market Follow Natural Gas

"Energy prices in SPP are highly correlated to the gas markets—as gas increases so do energy prices. When gas was \$2.00/MMBtu in 2020, the energy offers were favorable. Today in 2022, energy offers for the same products have increased 60-75% percent compared to just 18 months ago. The SPP market is up nearly 70% compared to 2020 averages" says Neal Daney, Director of Projects and Asset Management.



City Administrator Report City Council April 14, 2022

1. **Audit** - The City Office worked with the auditors for the 2021 City audit on March 29, 2022
2. **Insurance Renewal** - Finalized the 2022-2023 City's insurance renewal and submitted payment
3. **Pool** - Started working on the 2022 Pool Contract between the City of Altamont and Luke Wolgamott
 - a. Completed the 2022 Pool Cool Application which supplies the pool with sun safety information and sunscreen for our patrons.
 - b. Started advertising for open lifeguard positions
 - c. We have six lifeguards returning this year
4. **McLiney and Company** - Compiled multiple lease purchase contracts and documents for McLiney and Company to review for better interest rates
5. **Police** - Reviewed police applications and conducted interviews with Chief Shields for the open positions on the Police Department.
 - a. Hired Officers Christian Powell and Tyrone Grant Wooden
6. **Leadership Labette** - Met with Jesse Gilmore, from K-State Research and Extension, and Brad Myers regarding trees for the City through Leadership Labette
7. **Hay Bids** - Accepted hay bid for McMillen Park
8. **Annual Reports** - the City Office is working on annual reports
9. **Quarterly Reports** - Heather Beasley completed the quarterly reports
10. **Grant writing** - Heather is coming to the end of the 10 week grant writing course through Fort Hays State University.
11. **KMU Training** - KMU provided two safety trainings to the City staff over heat stress and exhaustion and preventing strains and sprains injuries.



12. **Court Ordinance** - Heather worked with Attorney Robert Myers to update the Court Cost Ordinance to include a technology fee to be used to cover court technology and training needs.
13. **Small Vehicles Ordinance** - Updated the small vehicle ordinance to remove the registration requirement
14. **Level Payment** - Bridget Nash completed level payment agreements for the upcoming year beginning in April.
15. **Charter Ordinance 10** - Prepared Charter Ordinance 10 to exempt the City from the special election requirements when filling governing body vacancies
16. **KRWA Certification** - Justin Bertling and Josh George successfully passed their Small Systems Water Operator's Certification. The pass rate for this test is about 45%. Congratulations to both JB and Josh.
17. **Easter Egg Hunt** - Bridget Nash and the Altamont Recreation Commission hosted a community Easter Egg Hunt on April 9th.

CITY OF ALTAMONT

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

2022 First Quarter Fire Report

Responded to

29 medical emergencies

11 grass fires

9 structure fires

4 vehicle accidents

1 gas leak

1 odor investigation

Also had our regular meetings on the first Sunday
and third Tuesday of every month

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;



In Honor

March 14, 2022

City Of Altamont
407 Huston
PO Box 305
Altamont, Kansas 67330

Dear Friends,

Thank you so much for your \$50.00 gift to the American Diabetes Association® (ADA) on 02/22/2022 in memory of Lynette Steeby.

We do not have a record of who to notify of your gift, but if you would like to provide us with the information to send a notification through the mail, we would be happy to send that out. To provide this information, you can reach us at 1-800-DIABETES, by email at Tribute@diabetes.org, or you can personalize an e-card at www.diabetes.org/tribute.ecards.

Through your generosity, YOU make life better for people living with diabetes. I know if they could, they would personally thank you themselves. So, please accept my sincere gratitude on behalf of the more than 34 million Americans who live with diabetes.

We are more determined than ever to continue to improve the lives of everyone living with diabetes.

Friends, thank you again on behalf of all of us here at the ADA for your kindness and generosity.

Sincerely,

Charles Henderson
Chief Field Operations Officer

No goods or services were provided by the Association in return for this contribution. Please keep this letter as documentation for income tax purposes. If you have any questions regarding your donation, please call (800) 676-4065 x4270 or e-mail us at Tribute@diabetes.org.