

CITY OF ALTAMONT

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ALTAMONT CITY COUNCIL

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

May 11, 2023

7:00 PM Regular Meeting

CALL TO ORDER

PLEDGE OF ALLEGIANCE & PRAYER

MINUTES - Regular meeting of April 27, 2023

INVOICES - **\$43,956.08 + \$39,217.45 = \$83,173.53**

PUBLIC COMMENT & GUESTS

A. Derek Parrent & Paula Kastler – Flag Day

ORDINANCES/RESOLUTIONS /PROCLAMATIONS

A.

OLD BUSINESS

A.

NEW BUSINESS

A. Annual Appointments

- a. City Administrator - LeaAnn Myers
- b. City Clerk – Heather Beasley
- c. City Treasurer – Bridget Nash
- d. City Superintendent – Brad Myers
- e. Chief of Police – Michael Shields
- f. Police Sergeant - Christian Powell
- g. Police Officer - Corie Brown
- h. Police Officer - Anthony Austin
- i. Fire Chief – Bryson Shaffer
- j. City Attorney – Robert Myers
- k. City Judge – Brian Johnson
- l. Official Newspaper – Labette Avenue
- m. Official Depository – Labette Bank
- n. Designated Health Provider - Labette Health
- o. Library Board - Jesse Ybarra

B. Public Wholesale Water Supply District #4 Contract

- a. Current Contract
- b. Proposed Contract



TABLED & PENDING BUSINESS

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

DEPARTMENT REPORTS

- A. City Administrator

EXECUTIVE SESSION MOTION

COMMUNICATIONS:

- The City of Altamont has three Council position openings for terms beginning in December 2023. Filing deadline is June 1st, 2023, by noon at the Labette County Courthouse in Oswego, Kansas. There is a \$20 filing fee.
- Pool Passes are now available by contacting or stopping by the Altamont City Office. The pool opens on May 27th at 1 PM.
- 18th Annual Kids Fishing Derby is June 3rd.
- LCHS Project Prom donation Thank You!

ADJOURNMENT

MINUTES
CITY OF ALTAMONT
April 27, 2023

REGULAR MEETING	The meeting was called to order at 7:00 PM with Mayor Richard Hayward presiding. Mayor Hayward opened the meeting with the Pledge of Allegiance and prayer. Councilmembers present: Ben Cochran, Raymond Coffey, Kyle Wiford, Lyle Sykes & Cameron Johnston.
MINUTES	Councilmember Johnston moved, and Cochran seconded to approve the minutes from last meeting of April 13, 2023. Motion carried.
INVOICES	Councilmember Sykes moved, and Johnston seconded to pay the invoices in the total of \$159,534.33. Motion carried.
ORDINANCE #646	<p>An ordinance adopting the 2023 Neighborhood Revitalization Plan and designating a neighborhood revitalization area.</p> <p>Councilmember Johnston moved and Wiford seconded to approve Ordinance #646 the 2023 Neighborhood Revitalization Plan. Motion carried.</p> <p>Cochran yes, Coffey I guess, Wiford yes, Sykes yes, Johnston yes.</p>
RESOLUTION #294	<p>A resolution authorizing the mayor to execute inter-local agreements with Labette County, USD #506, Labette Community College, Mount Pleasant Township, and Altamont Public Library.</p> <p>Councilmember Johnston moved and seconded to approve resolution #294 authorizing the mayor to execute inter-local agreements with Labette County, USD #506, Labette Community College, Mount Pleasant Township, and Altamont Public Library. Motion carried.</p>
LANDSDOWNE GARDEN	<p>Council was provided with a logic model as well as plans for Landsdowne Garden in their council packet.</p> <p>Councilmember Sykes suggests waiting until June 1st to see what the outcome of the outstanding grant application is and look at other possible funding. Councilmember Cochran wanted to know what funds looked like and if the money needed to be used or was earmarked for anything else. The council agreed to wait until June 1st for the pending grant outcome and look at possible funding again at that time.</p>
TRENCHER BIDS	<p>The city office accepted sealed bids for the 1972 Ditch Witch J20 Trencher, and council was provided with those in their packets. Brent Barragar bid \$180, Joe Carson bid \$201, Labette Hardware (Ryan Bradfield) bid \$300, Mike Myers bid \$327.50, USD 506 bid \$100 and Ronnie Vanderford bid \$614.86.</p> <p>Councilmember Coffey moved and Cochran seconded to accept the bid from Ronnie Vanderford for \$614.86 for the trencher. Motion carried.</p>
PROPOSED BUILDING	<p>Council was provided with plans proposing a new council room, court room and utility storage space at the corner of 5th & Huston. Also included was the original quote given by Billman’s Mobile Home Moving, LLC and Heck & Wicker. The minutes were included for reference from the February 14, 2019, meeting where the bids were initially introduced to council and discussed as well.</p> <p>Councilmember Coffey wanted to make sure that there was usable space for utility storage until a new structure was able to be put up. Councilmember Coffey and Cochran requested getting new quotes for demolition as well as build back quotes.</p>
CITY ADMINISTRATOR	<p>1) Neighborhood Revitalization – The City of Altamont held a public hearing for the NRP program on April 27th, 2023, at 6:30PM prior to the regularly scheduled Council meeting.</p> <p> a) Heather Beasley started scheduling meetings for the inter-local agreements with the other taxing entities.</p> <p>2) Pool – Finalized the Pool Contract with Pool Manager Luke Wolgamott</p> <p> a) Lifeguards for 2023 have been hired.</p> <p> b) Lifeguard training is scheduled for the week of May 22nd with trainer Paige March.</p> <p> c) The Pool is scheduled to open May 27th at 1PM</p> <p> d) Pool Passes are available by contacting the City Office.</p> <p>3) American Rescue Plan – Completed the annual reporting for ARPA funds.</p> <p> a) During this period, the City spent \$22,500 on GIS utility mapping and sewer study with Midwest Engineering.</p> <p> b) There are still \$55,266.49 of ARPA funds, some of which will be paid out to Midwest Engineering for the sewer study and GIS mapping. Funds must be spent or obligated by</p>

December 31, 2024. Obligated funds must be expended by December 31, 2026.

4) Solid Waste – On February 15th, the Solid Waste Committee approved an increase from \$40.76 per ton to \$42.00 per ton from March 1st, 2023, to June 1st, 2024, without the option for GFL to request another rate increase during that time.

a) GFL stated \$42.00 is not enough and proposed \$45.00 per ton through June 1st, 2024, and then adjust the rate in accordance with the CPI changes each year with no negative adjustments.

b) Heather attended the Solid Waste meeting on April 17th. The Solid Waste Committee approved a rate of \$43.50 per ton with a cap increase of 2% each year.

c) GFL will take the proposal back to their supervisors.

5) Utility Truck – The transmission went out of the 2017 Chevrolet Utility Truck. It was taken to Tom Davis in Parsons. They ordered a transmission. The estimated repair cost is \$6088.

6) Water Tower – Cunningham started sandblasting and painting the interior of the water tower the week of April 10th. They also removed and replaced the interior ladder as approved by Council on July 14th, 2022. Maintenance is expected to take about 3 weeks.

a) Disinfecting of the water tower will take place after the paint cures.

b) Residents may experience reduced water pressure during this process.

7) Cox Communications – The Utility Department has been busy marking One Call locates and overseeing the project.

8) Water Meter Pilot Program – We are working with D.C. & B. Supply to do a pilot program for advanced metering infrastructure (AMI) and new ultrasonic water meters. They will be getting us test meters to try soon.

a) D.C.&B. is partnering with Smart Earth Technologies and Innovative Utility Solutions to provide the AMI service. Their system can do AMI for electric, gas and water. They are hopeful if we decide to update water meters with them, they can input the electric and gas reading into their software via a tablet with mobile data. They are working with their programmers to try to find a solution for this.

b) We need to find a solution for our current utility palm pilots which we use to read meters. They are starting to have issues. Bridget received a bid to replace what we currently have but the technology is extremely out-of-date. The bid for 5 palm pilots like our current ones is just over \$16,000.

c) We received an email this week to set up the AMI pilot program. They will send a shipping notification as soon as the 10 pilot meters ship.

9) 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.

FIRE QUARTERLY

- 17 Medical
- 5 Structure Fires
- 4 Injury Car Accidents
- 3 Grass Fires
- 1 Odor Investigation
- 6 Meetings
- 3 Training Operations

The Fire Department is also trying to put together a fire 1 class for this area.

Councilmember Coffey wanted to thank all the firefighters for all they do.

EXECUTIVE SESSION

Councilmember Cochran moved and Coffey seconded the city council recess into executive session to discuss Attorney-Client privilege matter exception, K.S.A 75-4319(b)(2) to include the City Administrator and City Attorney. The open meeting will resume in the city council room at 7:50PM. Motion carried.

The regular City Council Meeting resumed in the Council Room at 7:50PM. No action taken.

COMMUNICATIONS

- Leadership Labette UTV Poker Run is April 29th starting at McMillen Park and ending at Idle Hour Lake.
- The City Office hours will change on Monday, May 1st to Monday – Thursday 7:30AM – 5PM, and Friday 7:30AM – 1:30PM.
- City Wide Rummage Sales are May 6th. Contact the City Office to add your name to the map by May 1st. It is only \$2 and proceeds go to the Altamont Recreation Commission.
- Bulk Trash is scheduled for May 8th-10th. Items may be placed in the large roll off dumpster by the water tower or be placed by the street. All items need to be out by noon on May 10th. Building materials, shingles and tires are **not** accepted.
- Pool Passes are now available by contacting or stopping by the Altamont City Office. The pool opens on May 27th at 1PM.
- The 18th Annual Kids Fishing Derby is June 3rd.

ADJOURN

Councilmember Coffey moved and Cochran seconded to adjourn. Motion Carried 7:55PM

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			
	36597	5/11/2023	885	ADVANCE INSURANCE COMPANY	\$69.20
	36598	5/11/2023	150	Altamont Builders Supply	\$413.18
	36599	5/11/2023	526	ALTAMONT FLAG DAY	\$500.00
	36600	5/11/2023	528	ALTAMONT KIDS FISHING DERBY	\$513.60
	36601	5/11/2023	240	B&L Waterworks Supply	\$646.90
	36602	5/11/2023	79889	Border States Industries Inc	\$740.30
	36603	5/11/2023	80351	Bridget Nash	\$40.00
	36604	5/11/2023	79547	Cintas Corporation	\$63.52
	36605	5/11/2023	60	CITY OF ALTAMONT	\$2,651.14
	36606	5/11/2023	79832	Core & Main	\$1,291.80
	36607	5/11/2023	79927	D GERBER COMMERCIAL POOL PRODUCTS &	\$3,256.99
	36608	5/11/2023	80064	Ditch Witch Financial Services	\$927.72
	36609	5/11/2023	1000	EVERGY	\$329.48
	36610	5/11/2023	80229	GFL Environmental	\$2,916.39
	36611	5/11/2023	740	HUGO'S INDUSTRIAL SUPPLY	\$370.82
	36612	5/11/2023	865	KANSAS DEPARTMENT OF REVENUE	\$2,780.75
	36613	5/11/2023	949	KANSAS MUNICIPAL ENERGY AGENCY	\$359.00
	36614	5/11/2023	880	KANSAS ONE CALL SYSTEM INC	\$66.00
	36615	5/11/2023	100	Labette Avenue	\$31.11
	36616	5/11/2023	1057	LABETTE COUNTY PUBLIC	\$1,975.48
	36617	5/11/2023	80017	LABETTE COUNTY SHERIFFS OFFICE	\$140.00
	36618	5/11/2023	80549	Lelia Nance	\$40.00
	36619	5/11/2023	1251	MasterCard 0547	\$3,146.53

AP Check Register (APLT43)

City of Altamont

Check No	Check Date	Vendor No	Vendor Name	Check Amount
36620	5/11/2023	1245	MCCARTY'S	\$12.77
36621	5/11/2023	1340	MIDWEST MINERALS, LLC	\$519.29
36622	5/11/2023	80159	Miller Tire and Lube LLC	\$1,049.34
36623	5/11/2023	79541	Nathan Barnett	\$43.70
36624	5/11/2023	1442	National Integrated Pest Mgt.	\$100.00
36625	5/11/2023	1680	PUBLIC WHOLESALE WATER SUPPLY	\$11,250.00
36626	5/11/2023	80551	Renea Whitaker	\$40.00
36627	5/11/2023	79956	ROCKY ARB	\$350.00
36628	5/11/2023	80550	Ronald Dean Ruark	\$3.19
36629	5/11/2023	80195	Thomas Implement, Inc	\$341.88
36630	5/11/2023	79893	TOM DAVIS	\$6,164.22
36631	5/11/2023	754	TouchTone Communications	\$70.42
36632	5/11/2023	80031	UTILITY SAFETY AND DESIGN INC	\$570.00
Bank Account Totals:				\$43,784.72
Total Of Checks:				\$43,784.72

AP Wire Register (APLT44)

City of Altamont

Wire Nbr.	Wire Date	Vendor No	Vendor Name	Wire Amount
Bank No: 1 Account: 006572				
-1095	5/11/2023	79624	Main Street Checks	\$92.75
Bank Account Totals:				\$92.75
Total Of Wires:				\$92.75

Approved Invoices by Vendor- Summary

City of Altamont

Vendor	Invoice	PO	Description	Account Description	Invoice Amt
60	CITY OF ALTAMONT				
	05012023		Utility bills	Contractual	\$192.71
	05012023		Utility bills	Contractual	\$403.80
	05012023		Utility bills	Contractual	\$147.00
	05012023		Utility bills	Contractual	\$316.24
	05012023		Utility bills	Contractual	\$228.23
	05012023		Utility bills	Contractual	\$219.05
	05012023		Utility bills	Contractual	\$255.43
	05012023		Utility bills	Contractual	\$298.52
	05012023		Utility bills	Contractual	\$367.74
	05012023		Utility bills	Contractual	\$182.42
	0512023		Park Building Deposit - Josh March - Apply to Utility Payment Plan	Park Building Deposit Refunds	\$40.00
Subtotal for Vendor 60 - CITY OF ALTAMONT :					\$2,651.14
100	Labette Avenue				
	04132023		NRP Hearing Notice	Contractual	\$31.11
Subtotal for Vendor 100 - Labette Avenue :					\$31.11
150	Altamont Builders Supply				
	129142		recip blades, fescue, pvc caps, brass connectors, valves, ball mounts, tubing, fuel mix	Commodities	\$79.43
	129142		recip blades, fescue, pvc caps, brass connectors, valves, ball mounts, tubing, fuel mix	Commodities	\$79.44
	129142		recip blades, fescue, pvc caps, brass connectors, valves, ball mounts, tubing, fuel mix	Commodities	\$79.44
	129142		recip blades, fescue, pvc caps, brass connectors, valves, ball mounts, tubing, fuel mix	Commodities	\$79.44
	129142		recip blades, fescue, pvc caps, brass connectors, valves, ball mounts, tubing, fuel mix	Commodities	\$79.44
	129142		cable ties	Commodities	\$15.99
Subtotal for Vendor 150 - Altamont Builders Supply :					\$413.18

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
240		B&L Waterworks Supply		
5546		probe rod, yellow marking paint	Commodities	\$346.90
5546		1" blue tubing	Commodities	\$300.00
Subtotal for Vendor 240 - B&L Waterworks Supply :				\$646.90
526		ALTAMONT FLAG DAY		
2023		Annual Donation	Grants & Donations	\$500.00
Subtotal for Vendor 526 - ALTAMONT FLAG DAY :				\$500.00
528		ALTAMONT KIDS FISHING DERBY		
2023		City Donations	Contractual	\$500.00
2023		Resident Donations	Contractual	\$13.60
Subtotal for Vendor 528 - ALTAMONT KIDS FISHING DE				\$513.60
740		HUGO'S INDUSTRIAL SUPPLY		
04302023		center pulls	Commodities	\$18.00
04302023		floor dry, pop up wipes, center pulls	Commodities	\$296.82
04302023		center pulls	Commodities	\$18.00
04302023		center pulls	Commodities	\$38.00
Subtotal for Vendor 740 - HUGO'S INDUSTRIAL SUPPLY				\$370.82
754		TouchTone Communications		
2629768		phone service	Contractual	\$14.08
2629768		phone service	Contractual	\$14.08
2629768		phone service	Contractual	\$14.08
2629768		phone service	Contractual	\$14.09
2629768		phone service	Contractual	\$14.09
Subtotal for Vendor 754 - TouchTone Communications :				\$70.42
865		KANSAS DEPARTMENT OF REVENUE		
April 2023		utility sales tax	Contractual	\$2,780.75
Subtotal for Vendor 865 - KANSAS DEPARTMENT OF R				\$2,780.75

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
880	KANSAS ONE CALL SYSTEM INC			
3040135		55 locates	Contractual	\$22.00
3040135		55 locates	Contractual	\$22.00
3040135		55 locates	Contractual	\$22.00
Subtotal for Vendor 880 - KANSAS ONE CALL SYSTEM I				\$66.00
885	ADVANCE INSURANCE COMPANY			
062023		employee life insurance	Benefits	\$8.64
062023		employee life insurance	Benefits	\$8.64
062023		employee life insurance	Benefits	\$5.40
062023		employee life insurance	Benefits	\$20.60
062023		employee life insurance	Benefits	\$8.64
062023		employee life insurance	Benefits	\$8.64
062023		employee life insurance	Benefits	\$8.64
Subtotal for Vendor 885 - ADVANCE INSURANCE COMP				\$69.20
949	KANSAS MUNICIPAL ENERGY AGENCY			
2023 Dues		Annual Dues	Utility Costs	\$359.00
Subtotal for Vendor 949 - KANSAS MUNICIPAL ENERGY				\$359.00
1000	EVERGY			
4272023		electricity	Contractual	\$251.02
4272023		electricity	Contractual	\$55.72
4272023		electricity	Contractual	\$22.74
Subtotal for Vendor 1000 - EVERGY :				\$329.48
1057	LABETTE COUNTY PUBLIC			
2426		fuel	Commodities	\$39.75
2426		fuel	Commodities	\$144.87
2426		fuel	Commodities	\$146.23
2426		fuel	Vehicle	\$950.01
2426		fuel	Commodities	\$146.23

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
1057	LABETTE COUNTY PUBLIC			
2426		fuel	Commodities	\$176.44
2426		fuel	Commodities	\$146.23
2426		fuel	Commodities	\$79.50
2426		fuel	Commodities	\$146.22
Subtotal for Vendor 1057 - LABETTE COUNTY PUBLIC :				\$1,975.48
1245	MCCARTY'S			
113319		color copies	Contractual	\$12.77
Subtotal for Vendor 1245 - MCCARTY'S :				\$12.77
1251	MasterCard 0547			
04172023		utility drinks	Commodities	\$62.25
04172023		tordon, chainsaws	Commodities	\$1,143.92
04172023		chainsaws	Commodities	\$665.96
04172023		Rural Water Conference meeting expense- Bertling & George	Contractual	\$1,274.40
Subtotal for Vendor 1251 - MasterCard 0547 :				\$3,146.53
1340	MIDWEST MINERALS, LLC			
644639		rock	Commodities	\$519.29
Subtotal for Vendor 1340 - MIDWEST MINERALS, LLC :				\$519.29
1442	National Integrated Pest Mgt.			
656		Pest Control	Contractual	\$25.00
656		Pest Control	Contractual	\$25.00
656		Pest Control	Contractual	\$25.00
656		Pest Control	Contractual	\$25.00
Subtotal for Vendor 1442 - National Integrated Pest Mgt.				\$100.00
1680	PUBLIC WHOLESALE WATER SUPPLY			
04242023		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
79498	City of Altamont Blue Cross Blue Shield				
	PR-53202315366		Automatic Invoice From Payroll	Withholding Payable	\$2.82
	PR-53202315366		Automatic Invoice From Payroll	Withholding Payable	\$0.28
	PR-53202315366		Automatic Invoice From Payroll	Withholding Payable	\$0.04
	PR-53202315366		Automatic Invoice From Payroll	Withholding Payable	\$0.05
	PR-53202315366		Automatic Invoice From Payroll	Withholding Payable	\$4.40
	PR-53202315366		Automatic Invoice From Payroll	Withholding Payable	\$1.98
	PR-53202315366		Automatic Invoice From Payroll	Withholding Payable	\$7.05
	PR-53202315366		Automatic Invoice From Payroll	Withholding Payable	\$44.52
	PR-53202315366		Automatic Invoice From Payroll	Withholding Payable	\$5.58
	PR-53202315366		Automatic Invoice From Payroll	Withholding Payable	\$5.32
	PR-53202315366		Automatic Invoice From Payroll	Withholding Payable	\$6.57
Subtotal for Vendor 79498 - City of Altamont Blue Cross					\$78.61
79541	Nathan Barnett				
	431064		poison ivy medicine reimbursement	Contractual	\$43.70
Subtotal for Vendor 79541 - Nathan Barnett :					\$43.70
79547	Cintas Corporation				
	8406243991		Restock First Aid Kit	Commodities	\$63.52
Subtotal for Vendor 79547 - Cintas Corporation :					\$63.52
79624	Main Street Checks				
	04302023		Deposit Slips	Commodities	\$92.75
Subtotal for Vendor 79624 - Main Street Checks :					\$92.75
79832	Core & Main				
	04282023		marking paint	Commodities	\$340.80
	04282023		swivel and nut assy, meter box	Commodities	\$735.00
	04282023		marking paint	Commodities	\$216.00
Subtotal for Vendor 79832 - Core & Main :					\$1,291.80

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
79889	Border States Industries Inc			
05012023		padlock seals, grade school meter	Commodities	\$740.30
Subtotal for Vendor 79889 - Border States Industries Inc				\$740.30
79893	TOM DAVIS			
6035757		Replace tranmission in 2017 Chevy Utility Truck	Contractual	\$1,973.80
6035757		Replace tranmission in 2017 Chevy Utility Truck	Commodities	\$4,190.42
Subtotal for Vendor 79893 - TOM DAVIS :				\$6,164.22
79927	D GERBER COMMERCIAL POOL PRODUCTS			
23087 23088		pool chemicals, sunscreen, relief valve, test kits	Commodities	\$3,256.99
Subtotal for Vendor 79927 - D GERBER COMMERCIAL P				\$3,256.99
79956	ROCKY ARB			
522023		Repair Sewer Machine - electric motor and control box	Contractual	\$350.00
Subtotal for Vendor 79956 - ROCKY ARB :				\$350.00
80017	LABETTE COUNTY SHERIFFS OFFICE			
1052		Inmate Housing Charges	Jail Fees	\$140.00
Subtotal for Vendor 80017 - LABETTE COUNTY SHERIF				\$140.00
80031	UTILITY SAFETY AND DESIGN INC			
20232197		EWN License Renewal - George, Barnett, Myers, Wertz, Carson, Bertling	Contractual	\$570.00
Subtotal for Vendor 80031 - UTILITY SAFETY AND DESI				\$570.00
80064	Ditch Witch Financial Services			
6568958		Ditch Witch Lease Purchase payment	Contractual	\$927.72
Subtotal for Vendor 80064 - Ditch Witch Financial Servic				\$927.72
80159	Miller Tire and Lube LLC			
05012023		police oil change	Vehicle	\$131.94
05012023		wipers, tractor tires, battery	Commodities	\$305.80
05012023		wipers, tractor tires, battery	Commodities	\$305.80

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
80159 Miller Tire and Lube LLC				
05012023		wipers, tractor tires, battery	Commodities	\$305.80
Subtotal for Vendor 80159 - Miller Tire and Lube LLC :				\$1,049.34
80195 Thomas Implement, Inc				
05032023		freight	Contractual	\$24.45
05032023		filters	Commodities	\$122.25
05032023		filters, hose, o-ring, fitting	Commodities	\$195.18
Subtotal for Vendor 80195 - Thomas Implement, Inc :				\$341.88
80229 GFL Environmental				
2504		transfer station fees	Utility Costs	\$2,916.39
Subtotal for Vendor 80229 - GFL Environmental :				\$2,916.39
80351 Bridget Nash				
512023		Park Building Refund	Park Building Deposit Refunds	\$40.00
Subtotal for Vendor 80351 - Bridget Nash :				\$40.00
80549 Lelia Nance				
04262023		Park Deposit Refund	Park Building Deposit Refunds	\$40.00
Subtotal for Vendor 80549 - Lelia Nance :				\$40.00
80550 Ronald Dean Ruark				
05022023		Overpayment on final bill	Contractual	\$3.19
Subtotal for Vendor 80550 - Ronald Dean Ruark :				\$3.19
80551 Renea Whitaker				
05092023		Park Deposit Refund	Park Building Deposit Refunds	\$40.00
Subtotal for Vendor 80551 - Renea Whitaker :				\$40.00

Approved Invoices by Vendor- Summary

City of Altamont

Vendor	PO	Description	Account Description	Invoice Amt
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Grand Total: \$43,956.08

Approved Invoices - Fund/Dept. Totals

Fund	Fund Total	Fund Name
01 General Fund		
00 NonDepartmental	\$50.10	
01 General Government	\$404.25	
02 Gen Police	\$1,960.26	
04 General Fire	\$280.43	
05 General Park	\$461.80	
11 Municipal Pool	\$3,290.98	
	<hr/>	
	\$6,447.82	
03 Municipal Equipment Reser		
00 NonDepartmental	\$927.72	
	<hr/>	
	\$927.72	
07 Special Highway Fund		
00 NonDepartmental	\$695.73	
	<hr/>	
	\$695.73	
09 Lake Fund		
00 NonDepartmental	\$1,181.57	
	<hr/>	
	\$1,181.57	
19 Fishing Derby Donations		
00 NonDepartmental	\$13.60	
	<hr/>	
	\$13.60	
50 Water Utility Fund		

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
	00	NonDepartmental	\$14,183.53	
			\$14,183.53	
	51	Electric Utility Fund		
	00	NonDepartmental	\$2,894.29	
			\$2,894.29	
	52	Gas Utility Fund		
	00	NonDepartmental	\$9,038.78	
			\$9,038.78	
	53	Sewer Utility Fund		
	00	NonDepartmental	\$1,408.68	
			\$1,408.68	
	54	Sanitation Utility Fund		
	00	NonDepartmental	\$4,380.42	
			\$4,380.42	
	59	Unapplied Credit		
	00	NonDepartmental	\$3.19	
			\$3.19	
	60	Sales Tax		
	00	NonDepartmental	\$2,780.75	
			\$2,780.75	
		Grand Total:	\$43,956.08	

AP Check Register (APLT43)

City of Altamont

	Check No	Check Date	Vendor No	Vendor Name	Check Amount
Bank No:	1	Account:	006572		
	36633	5/11/2023	404	Corner Store	\$1,461.62
	36634	5/11/2023	444	Cunningham Sandblasting & Painting Co.	\$1,515.00
	36635	5/11/2023	691	HIGHER CALLING TECHNOLOGIES LLC	\$230.00
	36636	5/11/2023	949	KANSAS MUNICIPAL ENERGY AGENCY	\$31,583.10
	36637	5/11/2023	80554	Longan Construction Company	\$999.02
	36638	5/11/2023	80318	Visa 7984	\$920.73
	36639	5/11/2023	80519	Visa - 9014	\$138.93
	36640	5/11/2023	1250	VISA 3470	\$247.76
	36641	5/11/2023	2447	VISA 5749	\$18.04
	36642	5/11/2023	79532	VISA 6275	\$1,445.60
	36643	5/11/2023	80272	Visa 7646	\$512.45
	36644	5/11/2023	80520	Visa 8305	\$12.58
	36645	5/11/2023	80553	Visa 9006	\$54.01
Bank Account Totals:					\$39,138.84
Total Of Checks:					\$39,138.84

Approved Invoices by Vendor- Summary

City of Altamont

Vendor	Invoice	PO	Description	Account Description	Invoice Amt
404	Corner Store				
	0512023		trash truck fuel	Commodities	\$1,342.75
	0512023		fuel for 13,000 RD	Commodities	\$118.87
Subtotal for Vendor 404 - Corner Store :					\$1,461.62
444	Cunningham Sandblasting & Painting Co.				
	888		disinfecting the water tower	Capital	\$1,515.00
Subtotal for Vendor 444 - Cunningham Sandblasting & P					\$1,515.00
691	HIGHER CALLING TECHNOLOGIES LLC				
	40180		Installing new police department computer	Contractual	\$230.00
Subtotal for Vendor 691 - HIGHER CALLING TECHNOLO					\$230.00
949	KANSAS MUNICIPAL ENERGY AGENCY				
	2023-04		Electricity	Utility Costs	\$31,583.10
Subtotal for Vendor 949 - KANSAS MUNICIPAL ENERGY					\$31,583.10
1250	VISA 3470				
	4172023		cleaning supplies, fire dept drinks	Commodities	\$170.80
	4172023		fuel	Vehicle	\$76.96
Subtotal for Vendor 1250 - VISA 3470 :					\$247.76
2447	VISA 5749				
	4172023		meeting expense - Shields	Training/ Conference/ Dues	\$18.04
Subtotal for Vendor 2447 - VISA 5749 :					\$18.04
79498	City of Altamont Blue Cross Blue Shield				
	PR-53202315366		Automatic Invoice From Payroll	Withholding Payable	\$44.52
	PR-53202315366		Automatic Invoice From Payroll	Withholding Payable	\$5.58
	PR-53202315366		Automatic Invoice From Payroll	Withholding Payable	\$0.05
	PR-53202315366		Automatic Invoice From Payroll	Withholding Payable	\$0.04
	PR-53202315366		Automatic Invoice From Payroll	Withholding Payable	\$4.40
	PR-53202315366		Automatic Invoice From Payroll	Withholding Payable	\$2.82

Approved Invoices by Vendor- Summary

City of Altamont

Vendor	Invoice	PO	Description	Account Description	Invoice Amt
79498	City of Altamont Blue Cross Blue Shield				
	PR-53202315366		Automatic Invoice From Payroll	Withholding Payable	\$1.98
	PR-53202315366		Automatic Invoice From Payroll	Withholding Payable	\$5.32
	PR-53202315366		Automatic Invoice From Payroll	Withholding Payable	\$7.05
	PR-53202315366		Automatic Invoice From Payroll	Withholding Payable	\$0.28
	PR-53202315366		Automatic Invoice From Payroll	Withholding Payable	\$6.57
Subtotal for Vendor 79498 - City of Altamont Blue Cross					\$78.61
79532	VISA 6275				
	04172023		meeting expense - Lmyers	Contractual	\$160.27
	04172023		flash drives, writing pads, flag replacement	Commodities	\$73.87
	04172023		Microsoft renewal	Contractual	\$231.00
	04172023		Lake booking software	Contractual	\$744.00
	04172023		writing pads	Commodities	\$17.79
	04172023		employee lunch	Commodities	\$67.49
	04172023		pens	Commodities	\$33.99
	04172023		flag replacement	Commodities	\$117.19
Subtotal for Vendor 79532 - VISA 6275 :					\$1,445.60
80272	Visa 7646				
	4172023		meeting expense - Beasley & Nash, audit expense, cleaning supplies, batteries, drinking water	Commodities	\$512.45
Subtotal for Vendor 80272 - Visa 7646 :					\$512.45
80318	Visa 7984				
	4172023		meeting expense - Beasley & Nash	Contractual	\$920.73
Subtotal for Vendor 80318 - Visa 7984 :					\$920.73
80519	Visa - 9014				
	4172023		academy expense - Austin	Training/ Conference/ Dues	\$138.93
Subtotal for Vendor 80519 - Visa - 9014 :					\$138.93

Approved Invoices by Vendor- Summary

City of Altamont

Vendor	Invoice	PO	Description	Account Description	Invoice Amt
<hr/>					
80520	Visa 8305				
	04172023		training expense - Powell	Training/ Conference/ Dues	\$12.58
Subtotal for Vendor 80520 - Visa 8305 :					\$12.58
<hr/>					
80553	Visa 9006				
	04172023		training expense - Brown	Vehicle	\$30.00
	04172023		training expense - Brown	Training/ Conference/ Dues	\$24.01
Subtotal for Vendor 80553 - Visa 9006 :					\$54.01
<hr/>					
80554	Longan Construction Company				
	28607		Cold Patch	Commodities	\$999.02
Subtotal for Vendor 80554 - Longan Construction Comp					\$999.02

Approved Invoices by Vendor- Summary

City of Altamont

Vendor	PO	Description	Account Description	Invoice Amt
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Grand Total: \$39,217.45

Approved Invoices - Fund/Dept. Totals

Fund	Fund Total	Fund Name
01 General Fund		
00 NonDepartmental	\$50.10	
01 General Government	\$117.19	
02 Gen Police	\$758.43	
03 General Court	\$33.99	
04 General Fire	\$247.76	
	<hr/>	
	\$1,207.47	
07 Special Highway Fund		
00 NonDepartmental	\$1,117.89	
	<hr/>	
	\$1,117.89	
09 Lake Fund		
00 NonDepartmental	\$744.09	
	<hr/>	
	\$744.09	
50 Water Utility Fund		
00 NonDepartmental	\$0.28	
	<hr/>	
	\$0.28	
51 Electric Utility Fund		
00 NonDepartmental	\$31,613.26	
	<hr/>	
	\$31,613.26	
52 Gas Utility Fund		
00 NonDepartmental	\$517.25	

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
			\$517.25	
	53	Sewer Utility Fund		
	00	NonDepartmental	\$67.49	
			\$67.49	
	54	Sanitation Utility Fund		
	00	NonDepartmental	\$2,434.72	
			\$2,434.72	
	71	Water Reserve		
	00	NonDepartmental	\$1,515.00	
			\$1,515.00	
		Grand Total:	\$39,217.45	

Altamont Public Library

407 Huston Ave.

Altamont, KS 67330

April 27, 2023

Mr. Richard Hayward

Altamont Mayor

407 HUSTON Ave.

Altamont, KS 67330

Dear Mr. Hayward:

I respectfully request that you appoint Jesse Ybarra to replace Gerald Wiley as a member of the Altamont Public Library board.

Sincerely,

A handwritten signature in cursive script that reads "Freda Edwards". The signature is written in dark ink and is positioned below the word "Sincerely,".

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 13th day of March, 2014, between PUBLIC WHOLESALE WATER SUPPLY DISTRICT #4, STATE OF KANSAS, (hereinafter called SELLER), and CITY OF ALTAMONT, KANSAS, (hereinafter called BUYER).

WITNESSETH:

WHEREAS, SELLER is organized and established under the provisions of K.S.A. 19-3545 et seq, for the purpose of constructing and selling water to public agencies; and

WHEREAS, SELLER owns and operates a water supply distribution system at a capacity capable of serving BUYER; and

WHEREAS, BUYER is a municipality under the laws of the State of Kansas and desires to purchase water from SELLER; and

WHEREAS, by Resolution by the Board of Directors of SELLER enacted on the 1st day of March, 2014, SELLER has agreed to sell to BUYER water under the terms of this contract; and

WHEREAS, by Resolution No. 259, the BUYER approved the purchase of water from SELLER in accordance with the provisions of this contract and said contract was signed by the Mayor and attested by the City Clerk.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth,

A. SELLER agrees:

1. Quality and Quantity. To furnish BUYER at the points of delivery hereinafter specified during the term of this contract, or any renewal or extension thereof, potable treated water meeting applicable purity standards of the State of Kansas, State Department of Health, in such quantity as may be required by the BUYER not to exceed 7,500,000 gallons per month.

2. Point of Delivery and Pressure. Water will be furnished to BUYER at its previous point of delivery at a reasonably constant pressure as calibrated in this paragraph from an existing water line as set out in this paragraph at the point designated herein as follows:

appurtenances. BUYER shall be responsible for any costs for replacing the meter equipment, including the meter house or pit, and any other replacement of standard devices of standard type for properly measuring the quantity of water delivered to BUYER at this point of delivery.

c. A meter registering not more than two per cent (2%) above or below the test result shall be deemed to be accurate. The previous reading of any meter disclosed by test to be inaccurate shall be corrected for the two month previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the amount. The metering equipment shall be read on the 25th day of each month. An appropriate official of the BUYER at all reasonable times shall have access to the meter for the purpose of verifying its readings.

4. Billing Procedure. To furnish BUYER at the above address not later than the last day of each month, with an itemized statement of the amount of water furnished the BUYER during the preceding month.

B. The BUYER agrees:

1. Rates and Payment Date. BUYER shall pay SELLER an initial water rate of \$4.00 per 1,000 gallons of water with payment to be made not later than the 15th day of each month for water delivered to BUYER. BUYER must purchase a minimum monthly commitment of 2,500,000 gallons even if BUYER fails to use this amount.

C. It is Further Mutually Agreed Between SELLER and BUYER as follows:

1. Terms of Contract. That this contract shall extend for a term of forty (40) years from the date of the initial delivery of any water from the second delivery point identified in paragraph A. 2. (which will be a new constructed delivery point) and thereafter this contract may be renewed or extended for such term or terms as may be agreed upon by BUYER or SELLER. .

2. Delivery of Water. That 30 days prior to the estimated date of completion of construction of the new water supply delivery point, SELLER will notify the

<u>Location</u>	<u>Water Line Size</u>	<u>Pressure at Meter</u>
NE ¼, NW ¼, Sec. 11, T 33S, R19E	6"	70 PSI

Under the terms of this contract, water will also be furnished to BUYER at a reasonably constant pressure as calibrated in this paragraph from a new delivery point designated herein as follows:

<u>Location</u>	<u>Water Line Size</u>	<u>Pressure at Meter</u>
NW ¼, SE ¼, Sec. 2, T 33S, R 19E	8"	60 PSI

If a greater pressure than that normally available at the points of delivery are required by BUYER the cost of procuring such greater pressure shall be borne by BUYER. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the SELLER from this provision for such reasonable period of time as may be necessary to restore service.

3. Metering Equipment.

a. In regard to the previous point of delivery (which is the first designated point of delivery under paragraph A.2.), SELLER has furnished, installed, operated, and maintained and will continue to do so at its own expense at this point of delivery the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the Purchaser and will calibrate such metering equipment whenever requested but not more frequently than once every twelve (12) months.

b. SELLER shall furnish, install, operate, and maintain a master meter, master meter house or pit, water line, and appurtenances necessary to provide water to the second delivery point (which is the new point of delivery for BUYER) as identified in paragraph A.2. However, BUYER shall be required to pay for all costs incurred in furnishing and installing the master meter, master meter house or pit and other appurtenances necessary to construct this point of delivery. SELLER shall pay for the costs incurred in furnishing and installing the water line to the point of delivery. Thereafter, SELLER shall operate and maintain at its own expense the water line, master meter, master meter house or pit and other

BUYER in writing the date for the initial delivery of water from this delivery point.

3. Failure to Deliver. That the SELLER will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the BUYER with quantities of water required by the BUYER. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event there is an extended shortage of water, or the supply of water available to the SELLER is otherwise diminished over an extended period of time, the supply of water to BUYER's consumers shall be reduced or diminished in the same ratio or proportion as the supply to SELLER's other consumers is reduced or diminished.

4. Refund for Overage. The provisions for Refund for Overage as provided in Paragraph 4 of the June 7, 1983 Water Purchase Contract between the parties shall continue to be part of the contract between the parties and effectuated in the same manner as has been the parties' previous course of conduct until June 7, 2023, at which time the Refund for Overage provisions shall thereafter be null and void and thereafter there shall be no further credits for overage refunds. Subsequent to June 7, 2023 no refund for overage will be credited and BUYER shall be required to pay the minimum monthly commitment of 2,500,000 gallons (or actual water usage if said usage exceeds the minimum monthly commitment) without any refund for overage for water not actually consumed.

5. Modification of Contract. The provisions of this contract pertaining to the schedule of rates to be paid by BUYER to SELLER for water delivered are subject to modifications from time to time. Any increase or decrease in rates shall be based on an increase or decrease in the cost of production or capitalization of SELLER's systems. In addition, SELLER shall have the right to add an additional 10 % charge as a reserve for additional unforeseen expenditures and costs. Any increase or decrease in rates shall be uniform for all public agencies who are presently members of Public Wholesale Water Supply District #4 at the time of the signing of this agreement. As such, any increase or decrease in rates shall be exactly the

same cents per thousand gallons for each public agency who is a member of Public Wholesale Water Supply District #4 at the time of the signing of this agreement.

6. Regulatory Agencies. That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State and SELLER and BUYER will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

7. Miscellaneous. That the improvements of the water supply distribution system by the BUYER is being financed by a loan made or insured by, and/or a grant from, the United States of America, acting through Rural Development of the United State Department of Agriculture, and the provisions hereof pertaining to the undertakings of the BUYER are conditioned upon the approval, in writing, of the State Director of Rural Development.

8. Assignment of Interest. The interest of the BUYER under this contract may be assigned to the United States of America as collateral security for any loan made to finance construction, extension, repair or maintenance, of the BUYER's water supply (and/or) distribution system.

9. Successor to Purchaser. That in the event of any occurrence rendering the BUYER incapable of performing under this contract, any successor of the BUYER, whether a result of legal process, assignment, or otherwise, shall succeed to the rights of the BUYER hereunder.

SELLER:

PUBLIC WHOLESALE WATER SUPPLY
DISTRICT NO.4

By: Keith Tucker
Title: Vice Chairman

ATTEST:

Robert Miller
Secretary

BUYER:

City of Altamont, Kansas

By: Nubert C. Bash
Title: Mayor

ATTEST:


City Clerk - Finance Director

This contract is approved on behalf of Rural Development this ____ day of _____.

By: _____
Title: _____

WATER PURCHASE CONTRACT

This Contract for the sale and purchase of water was entered into as of the _____ day of _____, 2023, between PUBLIC WHOLESale WATER SUPPLY DISTRICT #4, STATE OF KANSAS, (hereinafter called SELLER), and the CITY OF ALTAMONT, KANSAS (hereinafter called BUYER).

WITNESSETH:

WHEREAS, SELLER is organized and established under the provisions of K.S.A. 19-3545 et seq, for the purpose of selling water to public agencies; and,

WHEREAS, SELLER owns and operates a water supply distribution system at a capacity capable of serving BUYER; and,

WHEREAS, BUYER is a municipality under the laws of the State of Kansas and desires to purchase water from SELLER; and,

WHEREAS, by Resolution by the Board of Directors of SELLER enacted on the ____ day of _____, 2023, SELLER has agreed to sell to BUYER water under the terms of this Contract; and,

WHEREAS, by Resolution No. _____, the BUYER approved the purchase of water from SELLER in accordance with the provisions of this Contract and said Contract was signed by the Mayor and attested by the City Clerk.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth,

A. SELLER agrees:

1. Quality and Quantity. To furnish BUYER during the term of this Contract, or any renewal or extension thereof, potable treated water meeting applicable purity standards of the State of Kansas, Department of Health and Environment, in such quantity as may be required by the BUYER not to exceed 5,100,000 gallons per month.

2. Point of Delivery and Pressure. Water will be furnished to BUYER at the Point/Points of delivery where SELLER has previously provided water to BUYER at a reasonably constant pressure to be at least the

minimum pressure as required under Kansas Regulatory Requirements as specified by Kansas Department of Health and Environment and within the general ordinary pressure as previously supplied to BUYER prior to this Contract. The Point/Points of Delivery shall continue to remain the same Point/Points of Delivery as previously provided to BUYER prior to this Contract unless mutually agreed otherwise by both BUYER and SELLER.

If a greater pressure than that normally available at the points of delivery are required by BUYER, the cost of procuring such greater pressure shall be borne by BUYER. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the SELLER from this provision for such reasonable period of time as may be necessary to restore service.

3. Metering Equipment.

a. Previously, SELLER has furnished, installed, operated and maintained the metering equipment (including a master meter, meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the BUYER) at the Point/Points of Delivery. SELLER will continue to be responsible for these services. In the event any metering equipment (including a master meter, meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the BUYER) at the Point/Points of Delivery needs to be repaired or replaced SELLER shall pay the costs for furnishing, installing, operating and maintaining the repaired, replaced, or new metering equipment. SELLER will calibrate the metering equipment whenever requested but not more frequently than once every twelve (12) months, except SELLER may calibrate more frequently if SELLER believes the equipment is not accurately metering water usage.

b. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous reading of any meter disclosed by test to be inaccurate shall be corrected for the two months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period the amount of water furnished during such period shall be

deemed to be the amount of water delivered in the corresponding period immediately prior to the amount. The metering equipment shall be read on approximately the 25th day of each month. An appropriate official of the BUYER at all reasonable times shall have access to the meter for the purpose of verifying its readings.

4. Billing Procedure. To furnish BUYER at BUYER's designated address not later than the last day of each month, with an itemized statement of the amount of water furnished to the BUYER during the preceding month.

B. BUYER agrees:

1. Rates and Payment Date. BUYER shall pay SELLER an initial water rate of \$4.50 per 1,000 gallons of water with payment to be made not later than the 15th day of each month for water delivered to BUYER.

2. Declining Minimum Monthly Commitment. From the date of this Agreement until twelve (12) months thereafter, BUYER must purchase a minimum monthly commitment of 2,500,000 gallons even if BUYER fails to use this amount. For the next year thereafter, the minimum monthly commitment will be reduced by 160,000 gallons (2,340,000 gallons minimum monthly commitment). For the next year thereafter the minimum monthly commitment will be reduced by an additional 160,000 gallons (2,180,000 gallons minimum monthly commitment). For the next year thereafter, the minimum monthly commitment will be reduced by 160,000 gallons (2,020,000 gallons minimum monthly commitment). For the next year thereafter, the minimum monthly commitment will be reduced by 160,000 gallons (1,860,000 gallons minimum monthly commitment). For the next year thereafter, the minimum monthly commitment will be reduced by 160,000 gallons (1,700,000 gallons minimum monthly commitment). Thereafter during the remaining term of this contract, the minimum monthly commitment shall remain at 1,700,000 gallons, unless both SELLER and BUYER mutually agree in writing to a different minimum monthly commitment amount.

C. It is Further Mutually Agreed Between SELLER and BUYER as Follows:

twenty

1. Terms of Contract. That this Contract shall extend for a term of ~~forty~~
(20) (40) years from the date of the signing of this Contract and thereafter
this Contract may be renewed or extended for such term or terms as
may be agreed upon by BUYER and SELLER.

2. Delivery of Water. SELLER is presently delivering water to BUYER
and will continue delivering water during the term of the Contract.

3. Failure to Deliver. That the SELLER will, at all times, operate and
maintain its system in an efficient manner and will take such action as
may be necessary to furnish the BUYER with quantities of water
required by the BUYER. Temporary or partial failures to deliver water
shall be remedied with all possible dispatch. In the event there is an
extended shortage of water, or the supply of water available to the
SELLER is otherwise diminished over an extended period of time, the
supply of water to BUYER's consumers shall be reduced or diminished
in the same ratio or proportion as the supply to SELLER's other
consumers is reduced or diminished.

4. Termination of Existing Contracts. Upon the signing of this Contract
any previously existing Water Purchase Contracts between SELLER
and BUYER are hereby terminated and shall be null and void.

5. Modification of Contract. The provisions of this Contract pertaining
to the schedule of rates to be paid by BUYER to SELLER for water
delivered are subject to modifications from time to time. Any increase
or decrease in rates shall be based on an increase or decrease in the cost
of production or capitalization of SELLER's systems. In addition,
SELLER shall have the right to add an additional amount charge as a
reserve for additional unforeseen expenditures and costs. Any increase
or decrease in rates shall be uniform for all public agencies who are
presently members of Public Wholesale Water Supply District No. 4 at
the time of the signing of this Contract. As such, any increase or
decrease in rates shall be exactly the same cents per thousand gallons
for each public agency who is a member of the Public Wholesale Water
Supply District No. 4 at the time of the signing of this Contract.

6. Regulatory Agencies. That this Contract is subject to such rules,
regulations, or laws as may be applicable to similar agreements in this
State and SELLER and BUYER will collaborate in obtaining such

permits, certificates, or the like, as may be required to comply therewith.

7. Assignment of Interest. The interest of the BUYER under this Contract may be assigned to the United States of America, Rural Development, as collateral security for any loan made to finance construction, extension, repair or maintenance, of the BUYER's water supply (and/or) distribution system.

8. Successor to Purchaser. That in the event of any occurrence rendering the BUYER incapable of performing under this Contract, any successor of the BUYER, whether a result of legal process, assignment, or otherwise, shall succeed to the rights of the BUYER hereunder.

SELLER:

PUBLIC WHOLESALE WATER
SUPPLY DISTRICT NO. 4

By: _____
Title: _____

ATTEST:

Secretary

BUYER:

CITY OF ALTAMONT, KANSAS

By: _____
Title: Mayor

ATTEST:

City Clerk

City Administrator Report City Council May 11, 2023

1. **Insurance Audit** - Completed the EMC insurance audit
2. **Flag Day** - Heather Beasley submitted the Special Event Insurance paper work for Flag Day.
3. **Police** - Chief Michael Shields attended the Chief's Conference in Mulvane last week.
 - a. Officer Anthony Austin is scheduled to graduate from the Kansas Law Enforcement Training Center 309th Basic Training class on May 19th, 2023.
4. **Solid Waste** - On February 15th, the Solid Waste Committee approved an increase from \$40.76 per ton to \$42.00 per ton from March 1st, 2023, to June 1st, 2024, without the option for GFL to request another rate increase during that time.
 - i. GFL stated \$42.00 is not enough and proposed \$45.00 per ton through June 1st, 2024, and then adjust the rate in accordance with the CPI changes each year with no negative adjustments.
 - b. Heather attended the Solid Waste meeting on April 17th. The Solid Waste Committee approved a rate of \$43.50 per ton with a cap increase of 2% each year.
 - i. GFL will take the proposal back to their supervisors.
5. **Water Tower** - Cunningham completed the sandblasting and painting the interior of the water tower, the replacement of the interior ladder and disinfecting.
6. **Utility Truck** - The 2017 Chevrolet Utility Truck has been repaired and is back in service.
7. **Bulk Trash** - The Utility Department collected bulk trash.
8. **Cox Communications** - The Utility Department has been busy marking One Call locates and overseeing the project.
9. **Water Meter Pilot Program** - We are working with D.C.&B. Supply to do a pilot program for advanced metering infrastructure (AMI) and new ultrasonic water meters. They will be getting us test meters to try soon.
 - a. D.C.&B. is partnering with Smart Earth Technologies and Innovative Utility Solutions to provide the AMI service. Their



- system can do AMI for electric, gas, and water. They are hopeful if we decide to update our water meters with them, they can input the electric and gas reading into their software via a tablet with mobile data. They are working with their programmers to try to find a solution for this.
- b. We need to find a solution for our current utility palm pilots which we use to read meters. They are starting to have issues. Bridget received a bid to replace what we currently have but the technology is extremely out-of-date. The bid for 5 palm pilots like our current ones is just over \$16,000.
 - c. We received an email this week to set up the AMI pilot program. They will send a shipping notification as soon as the 10 pilot meters ship.
10. **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;

18th Annual Free Kid's Fishing Derby

Saturday, June 3, 2023



Idle Hour Lake

3 1/2 miles south of Altamont on Ness Rd



Registration: 9:00 a.m. - noon

Weigh in by 2:00 p.m. - no exceptions

Age Groups: 3-5 yrs. old 6-8 yrs. old 9-12 yrs. old

Fish at your favorite fishing hole or Idle Hour Lake

**Medals awarded for the largest in weight,
and smallest in length in each age group and category.**

Sunfish, Bass, Crappie and Catfish

Hot dogs served from 1:30 p.m. to 2:30 p.m.

***Grand Prize - 2 man scamp given away after the derby**

Only registered anglers qualify for the drawing

All registered anglers will receive a prize— Must be present to win

Kansas Fish & Game's free fishing weekend

No fishing license required June 3 - 4

No dead fish will be counted— no exceptions

Rain or Shine. The derby will be rescheduled for severe weather.

*** Donations may be mailed to**

Altamont Kid's Fishing Derby, PO Box 305, Altamont, KS 67330



LCHS Project Prom

Your contribution for the Labette County High School Project Prom 2023 is greatly appreciated. The project prom committee has made a commitment to the safety of our youth by providing an alcohol and drug-free after prom party. Thank you for being a part of the commitment.

Your generous support is extremely important to the success of this project. Thanks again for your contribution so we are able to provide a fun, memorable evening for the students and their dates.

Sincerely,

Sincerely,
LCHS Project Prom Committee

Tracy Alloway
Michelle Cerne
Angie Hall
Hanna Haraughty
Samantha Hestand
Heather Hill

Roxie Howard
Melissa Moore
DeRhonda Newby
Gina Pearson
Amy Eaton

Ingrid Schneickert
Missy Simmons
Jennifer Winters