

CITY OF ALTAMONT

407 S HUSTON ▪ P.O. BOX 305 ▪ ALTAMONT, KS 67330
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ALTAMONT CITY COUNCIL

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

July 13, 2023

7:00 PM Regular Meeting

CALL TO ORDER

PLEDGE OF ALLEGIANCE & PRAYER

MINUTES - Regular meeting of June 22, 2023

INVOICES - \$175.00 + \$55,859.07 = **\$56,034.07**

PUBLIC COMMENT & GUESTS

A.

ORDINANCES/RESOLUTIONS /PROCLAMATIONS

A.

OLD BUSINESS

- A. Trash Truck & Dumpster
 - a. Illegal Dumping Ordinance #420
 - b. Trash Dumpster Pictures
- B. Lansdowne Garden
 - a. Seating
 - b. Volmer Concrete Quote
 - i. 4" East Patio Slab - \$11,150.00
 - ii. 6" East and West Slab - \$20,400.00
 - c. Rock
 - i. City's Cost - Approximately \$115.00 per truck load

NEW BUSINESS

- A. USA Shade - Pool Sun Shade
 - a. 10x20 Slanted Cantilever Wing Cabled Shade
 - b. 8x9 Lifeguard Shade

TABLED & PENDING BUSINESS

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



DEPARTMENT REPORTS

- A. City Administrator
- B. Police

EXECUTIVE SESSION MOTION

COMMUNICATIONS:

- Ice Cream Social and Music in the Park will be Saturday, July 15th at the Altamont City Park starting at 6 p.m. Everyone is invited!

ADJOURNMENT

MINUTES
CITY OF ALTAMONT
JUNE 22, 2023

REGULAR MEETING	The meeting was called to order at 7:00 PM with Mayor Richard Hayward presiding. Mayor Hayward opened the meeting with the Pledge of Allegiance and prayer. Councilmembers present: Ben Cochran, Raymond Coffey, Kyle Wiford & Cameron Johnston.
MINUTES	Councilmember Coffey moved, and Cochran seconded to accept the minutes from the meeting of June 08, 2023. Motion carried.
INVOICES	Councilmember Cochran moved and Wiford seconded to pay the invoices in the amount of \$70,389.63. Motion carried.
AARON SPENCER	Aaron Spencer was present at the meeting to discuss the location of the trash truck. The Spencer’s live at 603 S Wells, which is located directly north of the current location of the trash truck and dumpsters. The Spencer’s are requesting a solution to the dumping or moving the location of the trash truck and dumpsters. The current location causes lots of trash to be blown in their yard, as well as causing them to have a bug problem. Aaron said that the city guys work very hard, probably harder than they need to. Aaron said that the community throws trash down there with no regard to where it’s going. If the location can’t be changed, he would like to see about no dumping there by the community. Administrator Myers included minutes from previous meetings where the topic has been discussed in the past. Councilmember Coffey agrees that the situation is out of hand and has been for a while. Utility Superintendent Brad Myers said that if they got rid of the dumpsters being available for people to use, then it would take two days for the utility crew to pick up trash. Brad said that Altamont is the only town where the trash runs 365 days a year. Councilmember Cochran suggested using the cameras and ticketing people who are illegally dumping to cut down on the dumping. Councilmember Coffey suggested talking to an exterminator service about possibly spraying something around the dumpsters to help with the roach issue. Councilmember Wiford suggested leaving locked metal straps on them unless they are open during set hours for dumping and using the cameras and enforcing criminal littering for anyone dumping outside of set hours. The council will think over the issue before the next meeting, in hopes of reaching a solution.
LANDSDOWNE	Brad said that the concrete at the intersection of 4 th & Huston was 8” with rebar. There would not be the weight or turning at Landsdowne like there is at that intersection, therefore 6” with mesh would be plenty for that project. Mayor Hayward stated that he received many thoughts and comments about Landsdowne and safety concerns being on the highway. Also concerns with the cost of Landsdowne when there are streets that need to be done in town. Councilmember Johnston suggested having block parties once a month downtown and closing Huston for a couple of hours for community gatherings such as movie nights or farmer’s market. He thinks this would give us an idea of how many people would take interest in this sort of thing. Administrator Myers brought up the safety issue along the highway that was discussed last time and possibly placing hedging or railing around it as a barrier. Robert Myers showed the council an idea of barriers on the roadside in Baxter to help deter vehicles from pulling off on the side of the road. Councilmember Wiford likes the idea of having something downtown for a gathering place with extra seating that isn’t down at the corner at the church, but he also hasn’t had positive conversations about the amount of money to do Landsdowne. City Clerk Heather Beasley shared that Mayor Hayward had informed her and Administrator Myers about the concerns. Beasley stated that she would take the blame for the project, as it was her idea originally. Beasley shared that she felt it was important to continue other projects in town along with Landsdowne. She hopes for everyone as a whole to continue to make good decisions for the citizens and make progress in other places as well as Landsdowne. Things like the streets and infrastructure need to be taken care of as well on top of Landsdowne and not pushed to the back burner. Councilmember Wiford said that he 100% agrees and didn’t feel there was any reason for Beasley to take any blame for having ideas, as there is no blame there. He felt that it is still a great idea, but maybe scale the project down to just seating and shelter, without all the cost of the concrete. Administrator Myers brought up the fact that action needs to be taken on projects to get done, because everything couldn’t be done at once. Councilmember Coffey stated that it didn’t feel like anything was being done and Landsdowne has been the prime subject of everything. Myers stated that there are a lot of things going on in the background in the office that need to be in order prior to coming to council as a discussion. Utility Superintendent Brad Myers suggested cutting cost on concrete by doing the east slab 4” rather than 6” since it would be used for seating only. Utility Superintendent Brad Myers said that Landsdowne is not level anywhere and that the only way to get it level is to remove trees and take a backhoe to dig it up and bring in new dirt. Brad said there wouldn’t be any way to set a lot of chairs out there for people without it being level. Administrator Myers suggested possibly making the concrete patio slab and gravel on the west end for the food trucks to park on. Councilmember Cochran likes the

MINUTES
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JUNE 22, 2023

idea of having the food trucks downtown. Councilmember Wiford thinks that we should take baby steps in allowing the trucks to park on Huston and putting extra benches, and possibly some picnic tables on the sidewalk for the present time.

Councilmember Wiford moved and Cochran seconded to move forward with Landsdowne and allow food trucks to park downtown on Huston utilizing some of the angled parking; allowing LeaAnn, Heather, and Brad to look at prices for some chairs, benches, or picnic tables to place on the sidewalk for seating, and a quote for 4" concrete for the east pad and rock for the west pad. Motion carried.

CITY ADMINISTRATOR

1) Budget – Working on the 2024 city budget.

2) Pool – Labette Center for Mental Health is donating to the Altamont Pool to pay for the first 50 people to the pool on a scheduled day. LeaAnn will work with Pool Manager Luke Wolgamott to set a date for this event.

3) Kansas Public Water Supply Loan Fund (KPWSLF) – Submitted the KPWSLF pre-application to see about funding for new water meters and advanced metering infrastructure (AMI) system.

a) The State will go through the pre-applications to determine which projects are eligible for funding.

b) Projects eligible for funding must then complete an application which would require an engineering report and a public hearing.

c) The State will then look to see if the eligible loan recipients qualify for loan forgiveness, which is available if the recipient is determined to be a disadvantaged community.

4) Worker's Comp Audit – The City of Altamont received 100% on our safety score which will save the city 5% on our worker's comp premiums.

5) 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.

b) 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.

c) 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.

d) Shipping dates have been delayed. They are still waiting on the solar end point which would send the readings back to the City Office.

13) 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.

Mayor Hayward asked LeaAnn if there was a loan or grant that we could apply for like KPWSLF but for gas meters. He thinks it needs to be looked at in the future, not high priority currently but need to be looking for options. Councilmember Wiford asked how much the 5% workers comp discount amounted to dollar wise. He asked if there was ever any turnaround of that 5% back to the employees for doing as they should to be safe. He suggested during employee evaluation time trying to give that back to the employees who are doing the work to allow for a safe place to work. Councilmember Cochran and Coffey as well as Mayor Hayward thought it was a good idea.

UTILITY QUARTERLY

-Watered the road from the cemetery to Ness for the county to chip and seal

-Hooked up new electric for Rob Gartner's shop

-Locates for Cox Communications

-Met with the FSA Office to get some help with elevations at the west lake. Brad is trying to get some money from fish and game to raise the water level.

-Hauled rock and spread it in the alley by Peggy Ybarra's.

-Repaired the electric stack on a pole after a windstorm.

-Dug holes at the lake for the Louis Gartner Idle Hour Lake sign.

-Replaced a water valve and meter

-Had Rocky Arb repair our sewer machine. Rewired the control box and repaired the speed control solenoid.

-Replaced hydraulic hose on backhoe.

-Replaced alternator on the old trash truck.

-Locates for Wave Wireless

-Put up a new electric pole for Cox Communications

-Replaced 2 o-ring's in hydraulic hoses in the new trash truck.

-Mow and weed eat

MINUTES
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JUNE 22, 2023

- The water tower is complete with new paint and ladder
- Had bulk trash and pick up brush
- Put in a new down guy at 201 Elm, the electric line was laying on the house
- Unclogged the sewer main on 3rd Street
- Got the swimming pool ready and replaced a toilet in the women’s bathroom
- Took down and then put electric back up for Hinman Tree Service to cut a big Oak tree down in the park
- Replaced the gas line at 501 Virginia, leak was found in the outside yard line
- Replaced a 30 amp breaker at campsite 7
- Cleaned up where the tree had been cut down at the park
- Repaired the gas and water service at 403 Virginia after Cox hit it
- Gas leak found at 109 Huston inside the garage, meter was pulled
- Replaced an electric fuse at 2nd and Huston that was out from a squirrel
- Got the lake read for the Fishing Derby
- Replaced a 3 phase electric meter at the Grade School
- Patched holes on 4th street
- Got ready for Flag Day, cleaned equipment for touch a truck and cleaned up after
- Took quarterly sewer samples and sent them to Trinity in Mound Valley for testing
- Serviced the trash truck, replaced fuel filters and air filters
- Ordered street signs and a post to replace missing or damaged ones
- Dug up and vacuumed out the sewer pump on the south camp site and replaced float

Brad was supposed to have a meeting with Cox and Integrid Cable to go around town and look at holes and things that needed to be fixed around town. The Cox guy wants to hold Integrid Cable liable for finishing the project correctly and cleaning up prior to signing off on the project as complete. Councilmember Cochran said he received many compliments on the lake because the utility crew did a great job getting everything mowed and cleaned up. Brad said the streets this year to be done is Oak north of 4th to 2nd, then Wabash by the pool south across the tracks to 9th. They will do as many as they can until the money runs out. The plan is to pick out the worse streets in town and get them done in the order most needed. Councilmember Cochran asked about looking at the budget to increase the streets budget to get more done. Administrator Myers stated that they get special highway money for that, and it goes to cover other things like rock and culverts as well. Councilmember Wiford asked Brad how long it had been since Centennial had been redone. Brad said he didn’t know off the top of his head when it had last been done, but he could look it up and let them know. Councilmember Wiford wanted to applaud Brad for his detail on his reports. There is never any question that the guys are out there every single day working and it’s good to see the detail in what the guys are doing. The reports are specific to what they are doing every single day and being the backbone of the city.

COMMUNICATIONS

- The first session of swimming lessons starts next week. Call the City Office to get your children enrolled.
- Altamont Fireworks is Monday, July 3 on the South side of Harrison Auditorium beginning around 9:30PM. This event is sponsored by the City of Altamont and the Altamont Fire Department.
- The City Office will be closed on Tuesday, July 4th in observation of Independence Day.

Councilmember Wiford said he had a conversation about the pool with someone who applauded the city on the pool and how nice and how well kept it was. They appreciated the fact that the pool passes were still \$25 a month but asked about possibly upping the price to \$30 or \$35 to maybe help fund new seating for the pool. Administrator Myers stated that she and Nathan Barnett had been out to purchase chairs and two loungers that day. Umbrellas and shade were also brought up as a possibility for the pool area as well. City Clerk Heather Beasley said that there is a grant for shade structures, but that there needed to be specific steps like education, as well as dermatologist signing off to be eligible for the grant. Heather Beasley said that the pool is busy, which is a good thing, she covered the concession stand for an hour before they closed for their break to have two lifeguards on deck to ensure kids safety in the pool. Councilmember Coffey asked if we needed to hire more lifeguards and Administrator Myers stated it wasn’t a matter of hiring more guards but getting the pool manager back from vacation and looking at scheduling. Councilmember Cochran would like LeaAnn to investigate a new quote for a large shade structure for the pool.

ADJOURN

Councilmember Cochran moved and Wiford seconded to adjourn. Motion Carried 8:33PM

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		
36747		6/27/2023	79500	Als Fitness Center	\$175.00
Bank Account Totals:					\$175.00
Total Of Checks:					\$175.00

Approved Invoices by Vendor- Summary

City of Altamont

Vendor	Invoice	PO	Description	Account Description	Invoice Amt
79500	Als Fitness Center				
	July 2023		gym memberships	Contractual	\$65.00
	July 2023		gym memberships	Benefits	\$40.00
	July 2023		gym memberships	Benefits	\$10.00
	July 2023		gym memberships	Benefits	\$30.00
	July 2023		gym memberships	Benefits	\$30.00
Subtotal for Vendor 79500 - Als Fitness Center :					\$175.00

Approved Invoices by Vendor- Summary

City of Altamont

Vendor	PO	Description	Account Description	Invoice Amt
Invoice				
			Grand Total:	\$175.00

Approved Invoices - Fund/Dept. Totals

Fund	Fund Total	Fund Name
01 General Fund		
02 Gen Police		\$30.00
04 General Fire		\$30.00
		\$60.00
04 Library		
00 NonDepartmental		\$10.00
		\$10.00
53 Sewer Utility Fund		
00 NonDepartmental		\$40.00
		\$40.00
65 Al's Fitness Center		
00 NonDepartmental		\$65.00
		\$65.00
Grand Total:		\$175.00

AP Check Register (APLT43)

City of Altamont

		Check No	Check Date	Vendor No	Vendor Name	Check Amount
Bank No:	1	Account: 006572				
		36753	7/13/2023	885	ADVANCE INSURANCE COMPANY	\$69.20
		36754	7/13/2023	150	Altamont Builders Supply	\$296.64
		36755	7/13/2023	248	BAUGHER EQUIPMENT, INC.	\$44.30
		36756	7/13/2023	79889	Border States Industries Inc	\$640.84
		36757	7/13/2023	79547	Cintas Corporation	\$46.84
		36758	7/13/2023	60	CITY OF ALTAMONT	\$6,381.99
		36759	7/13/2023	404	Corner Store	\$496.30
		36760	7/13/2023	79927	D GERBER COMMERCIAL POOL PRODUCTS &	\$590.00
		36761	7/13/2023	80063	Director of Accounts and Reports	\$175.00
		36762	7/13/2023	80064	Ditch Witch Financial Services	\$5,566.32
		36763	7/13/2023	1000	EVERGY	\$1,143.52
		36764	7/13/2023	80229	GFL Environmental	\$3,216.24
		36765	7/13/2023	691	HIGHER CALLING TECHNOLOGIES LLC	\$800.00
		36766	7/13/2023	740	HUGO'S INDUSTRIAL SUPPLY	\$79.00
		36767	7/13/2023	80585	Jaelin Emery	\$40.00
		36768	7/13/2023	432	JARRED, GILMORE & PHILLIPS, PA	\$6,300.00
		36769	7/13/2023	80435	Josh Edgington	\$420.00
		36770	7/13/2023	866	KANSAS DEPT OF REVENUE	\$427.68
		36771	7/13/2023	960	KANSAS MUNICIPAL UTILITIES,INC	\$765.00
		36772	7/13/2023	880	KANSAS ONE CALL SYSTEM INC	\$15.60
		36773	7/13/2023	80591	Katy Emery	\$40.00
		36774	7/13/2023	940	KDHE - WATER - ENVIRON. LABS	\$247.00
		36775	7/13/2023	1057	LABETTE COUNTY PUBLIC	\$2,699.24

AP Check Register (APLT43)

City of Altamont

Check No	Check Date	Vendor No	Vendor Name	Check Amount
36776	7/13/2023	79848	Labette Hardware	\$321.30
36777	7/13/2023	80590	Lori Weaver	\$40.00
36778	7/13/2023	80586	Main Street Auto Detailing	\$150.00
36779	7/13/2023	1251	MasterCard 0547	\$292.87
36780	7/13/2023	1245	MCCARTY'S	\$747.14
36781	7/13/2023	2306	MERIDIAN ANALYTICAL LABS, LLC	\$301.50
36782	7/13/2023	79955	MIDWEST ENGINEERING GROUP LLC	\$237.95
36783	7/13/2023	80159	Miller Tire and Lube LLC	\$1,774.74
36784	7/13/2023	1439	NAPA	\$134.72
36785	7/13/2023	1442	National Integrated Pest Mgt.	\$120.00
36786	7/13/2023	1444	National Sign Company Inc.	\$347.63
36787	7/13/2023	80230	New Directions	\$1,050.00
36788	7/13/2023	1550	O'REILLY AUTOMOTIVE INC	\$410.45
36789	7/13/2023	1616	Peregrine Corporation	\$260.96
36790	7/13/2023	1680	PUBLIC WHOLESALE WATER SUPPLY	\$13,332.77
36791	7/13/2023	80227	Saye Heat & Air, LLC	\$325.80
36792	7/13/2023	80587	Shelby Blackburn	\$40.00
36793	7/13/2023	80588	Tammy Goodyear	\$40.00
36794	7/13/2023	80195	Thomas Implement, Inc	\$61.98
36795	7/13/2023	2240	THOMPSON BROTHERS	\$193.00
36796	7/13/2023	754	TouchTone Communications	\$87.18
36797	7/13/2023	80589	Valerie Carnahan	\$40.00
36798	7/13/2023	80519	Visa - 9014	\$42.88
36799	7/13/2023	1250	VISA 3470	\$131.92

AP Check Register (APLT43)

City of Altamont

Check No	Check Date	Vendor No	Vendor Name	Check Amount
36800	7/13/2023	2447	VISA 5749	\$264.34
36801	7/13/2023	79532	VISA 6275	\$972.14
36802	7/13/2023	80272	Visa 7646	\$710.64
36803	7/13/2023	80348	Visa 7984	\$141.39
36804	7/13/2023	79945	Vision Service Plan (CT)	\$210.50
Bank Account Totals:				\$53,284.51
Total Of Checks:				\$53,284.51

AP Wire Register (APLT44)

City of Altamont

Wire Nbr.	Wire Date	Vendor No	Vendor Name	Wire Amount
<hr/>				
Bank No:	1	Account:	006572	
-1121	7/13/2023	865	KANSAS DEPARTMENT OF REVENUE	\$2,574.56
<hr/>				
Bank Account Totals:				\$2,574.56
<hr/>				
Total Of Wires:				\$2,574.56

Approved Invoices by Vendor- Summary

City of Altamont

Vendor	Invoice	PO	Description	Account Description	Invoice Amt
60	CITY OF ALTAMONT				
	07012023		utility bills	Contractual	\$151.06
	07012023		utility bills	Contractual	\$122.29
	07012023		utility bills	Contractual	\$278.55
	07012023		utility bills	Contractual	\$161.69
	07012023		utility bills	Contractual	\$185.23
	07012023		utility bills	Contractual	\$3,845.41
	07012023		utility bills	Contractual	\$152.84
	07012023		utility bills	Contractual	\$448.66
	07012023		utility bills	Contractual	\$155.42
	07012023		utility bills	Contractual	\$401.80
	07012023		utility bills	Contractual	\$479.04
Subtotal for Vendor 60 - CITY OF ALTAMONT :					\$6,381.99
150	Altamont Builders Supply				
	6-2023		elbow, pvc, tools, extension cord, couplings	Commodities	\$159.06
	6-2023		faucet, elbow pvc	Commodities	\$38.95
	6-2023		steel pipe	Commodities	\$15.96
	6-2023		steel pipe, cable ties	Commodities	\$62.45
	6-2023		outlet plate, rubber clamps	Commodities	\$11.96
	6-2023		carriage bolts	Commodities	\$8.26
Subtotal for Vendor 150 - Altamont Builders Supply :					\$296.64
248	BAUGHER EQUIPMENT, INC.				
	573		PTO Belt	Commodities	\$44.30
Subtotal for Vendor 248 - BAUGHER EQUIPMENT, INC. :					\$44.30
404	Corner Store				
	07012023		Fuel for New Trash Truck	Commodities	\$496.30
Subtotal for Vendor 404 - Corner Store :					\$496.30

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
432	JARRED, GILMORE & PHILLIPS, PA			
51288		2022 Audit Services	Contractual	\$250.00
51288		2022 Audit Services	Contractual	\$1,060.00
51288		2022 Audit Services	Contractual	\$250.00
51288		2022 Audit Services	Contractual	\$250.00
51288		2022 Audit Services	Contractual	\$250.00
51288		2022 Audit Services	Contractual	\$1,060.00
51288		2022 Audit Services	Contractual	\$1,060.00
51288		2022 Audit Services	Contractual	\$1,060.00
51288		2022 Audit Services	Contractual	\$1,060.00
Subtotal for Vendor 432 - JARRED, GILMORE & PHILLIP				\$6,300.00
691	HIGHER CALLING TECHNOLOGIES LLC			
40785		Annual Sonic Wall Security Subscription Renewal	Contractual	\$200.00
40785		Annual Sonic Wall Security Subscription Renewal	Contractual	\$200.00
40785		Annual Sonic Wall Security Subscription Renewal	Contractual	\$200.00
40785		Annual Sonic Wall Security Subscription Renewal	Contractual	\$200.00
Subtotal for Vendor 691 - HIGHER CALLING TECHNOLO				\$800.00
740	HUGO'S INDUSTRIAL SUPPLY			
06302023		floor dry, towels,	Commodities	\$79.00
Subtotal for Vendor 740 - HUGO'S INDUSTRIAL SUPPLY				\$79.00
754	TouchTone Communications			
2784199		long distance	Contractual	\$87.18
Subtotal for Vendor 754 - TouchTone Communications :				\$87.18
865	KANSAS DEPARTMENT OF REVENUE			
06302023		Utility Sales Tax	Contractual	\$2,574.56
Subtotal for Vendor 865 - KANSAS DEPARTMENT OF R				\$2,574.56
866	KANSAS DEPT OF REVENUE			
Q2 2023		Water Protection Fee	Contractual	\$427.68

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
866	KANSAS DEPT OF REVENUE			
			Subtotal for Vendor 866 - KANSAS DEPT OF REVENUE :	\$427.68
880	KANSAS ONE CALL SYSTEM INC			
3060136		13 Locates	Contractual	\$15.60
			Subtotal for Vendor 880 - KANSAS ONE CALL SYSTEM I	\$15.60
885	ADVANCE INSURANCE COMPANY			
082023		employee life insurance	Benefits	\$8.64
082023		employee life insurance	Benefits	\$5.40
082023		employee life insurance	Benefits	\$8.64
082023		employee life insurance	Benefits	\$8.64
082023		employee life insurance	Benefits	\$8.64
082023		employee life insurance	Benefits	\$8.64
082023		employee life insurance	Benefits	\$20.60
			Subtotal for Vendor 885 - ADVANCE INSURANCE COMP	\$69.20
940	KDHE - WATER - ENVIRON. LABS			
Q2 2023		Colilert Drinking Water	Contractual	\$247.00
			Subtotal for Vendor 940 - KDHE - WATER - ENVIRON. LA	\$247.00
960	KANSAS MUNICIPAL UTILITIES,INC			
18077		Quarterly Monthly Safety Training	Contractual	\$765.00
			Subtotal for Vendor 960 - KANSAS MUNICIPAL UTILITIE	\$765.00
1000	EVERGY			
06272023		Electricity	Contractual	\$22.84
06272023		Electricity	Contractual	\$1,096.67
06272023		Electricity	Contractual	\$24.01
			Subtotal for Vendor 1000 - EVERGY :	\$1,143.52
1057	LABETTE COUNTY PUBLIC			
2461		Fuel Police - \$1482.16, Utility - \$1217.08	Contractual	\$106.00

Approved Invoices by Vendor- Summary

City of Altamont

Vendor	Invoice	PO	Description	Account Description	Invoice Amt
1057	LABETTE COUNTY PUBLIC				
	2461		Fuel Police - \$1482.16, Utility - \$1217.08	Contractual	\$184.63
	2461		Fuel Police - \$1482.16, Utility - \$1217.08	Contractual	\$184.63
	2461		Fuel Police - \$1482.16, Utility - \$1217.08	Contractual	\$184.63
	2461		Fuel Police - \$1482.16, Utility - \$1217.08	Contractual	\$184.63
	2461		Fuel Police - \$1482.16, Utility - \$1217.08	Contractual	\$200.00
	2461		Fuel Police - \$1482.16, Utility - \$1217.08	Contractual	\$172.56
	2461		Fuel Police - \$1482.16, Utility - \$1217.08	Vehicle	\$1,482.16
Subtotal for Vendor 1057 - LABETTE COUNTY PUBLIC :					\$2,699.24
1245	MCCARTY'S				
	06272023		ink	Commodities	\$72.20
	06272023		Copier Maintainance Contract, copies, ink	Contractual	\$674.94
Subtotal for Vendor 1245 - MCCARTY'S :					\$747.14
1250	VISA 3470				
	6182023		cleaning supplies, hose replacement	Commodities	\$28.00
	6182023		Fuel	Vehicle	\$103.92
Subtotal for Vendor 1250 - VISA 3470 :					\$131.92
1251	MasterCard 0547				
	06182023		bleach, cleaner	Commodities	\$44.09
	06182023		water, drinks	Commodities	\$32.81
	06182023		Welding Rod, sprayer	Commodities	\$215.97
Subtotal for Vendor 1251 - MasterCard 0547 :					\$292.87
1439	NAPA				
	06302023		oil and filters	Commodities	\$134.72
Subtotal for Vendor 1439 - NAPA :					\$134.72
1442	National Integrated Pest Mgt.				
	1163		Pest Control	Contractual	\$30.00
	1163		Pest Control	Contractual	\$30.00

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
1442	National Integrated Pest Mgt.			
1163		Pest Control	Contractual	\$30.00
1163		Pest Control	Contractual	\$30.00
Subtotal for Vendor 1442 - National Integrated Pest Mgt.				\$120.00
1444	National Sign Company Inc.			
204278		Street Signs	Commodities	\$347.63
Subtotal for Vendor 1444 - National Sign Company Inc. :				\$347.63
1550	O'REILLY AUTOMOTIVE INC			
06282023		freon, oil	Commodities	\$47.30
06282023		freon, oil	Commodities	\$47.31
06282023		freon, oil	Commodities	\$47.31
06282023		freon, oil	Commodities	\$47.30
06282023		filters (oil, fuel, air)	Commodities	\$221.23
Subtotal for Vendor 1550 - O'REILLY AUTOMOTIVE INC				\$410.45
1616	Peregrine Corporation			
522168		Utility Billing Cards	Contractual	\$52.20
522168		Utility Billing Cards	Contractual	\$52.19
522168		Utility Billing Cards	Contractual	\$52.19
522168		Utility Billing Cards	Contractual	\$52.19
522168		Utility Billing Cards	Contractual	\$52.19
Subtotal for Vendor 1616 - Peregrine Corporation :				\$260.96
1680	PUBLIC WHOLESALE WATER SUPPLY			
06272023		water	Utility Costs	\$13,332.77
Subtotal for Vendor 1680 - PUBLIC WHOLESALE WATE				\$13,332.77
2240	THOMPSON BROTHERS			
23060073		cylinder rental Annual Renewal	Contractual	\$193.00
Subtotal for Vendor 2240 - THOMPSON BROTHERS :				\$193.00

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
2306	MERIDIAN ANALYTICAL LABS, LLC			
2300527		Wastewater Analysis	Contractual	\$301.50
Subtotal for Vendor 2306 - MERIDIAN ANALYTICAL LAB				\$301.50
2447	VISA 5749			
06182023		flags	Commodities	\$75.84
06182023		fuel	Vehicle	\$49.30
06182023		Officer Austin Graduation expense	Contractual	\$45.92
06182023		Pool Concessions	Concessions	\$93.28
Subtotal for Vendor 2447 - VISA 5749 :				\$264.34
79532	VISA 6275			
06182023		employee lunch, supplies	Commodities	\$125.08
06182023		reservation bags, trash can	Commodities	\$65.43
06182023		story hour supplies	Commodities	\$35.60
06182023		scale	Commodities	\$35.99
06182023		lifeguard registrations	Contractual	\$378.00
06182023		cleaning supplies	Commodities	\$12.95
06182023		budget meeting expense	Commodities	\$25.32
06182023		Pool Concessions	Concessions	\$293.77
Subtotal for Vendor 79532 - VISA 6275 :				\$972.14
79547	Cintas Corporation			
8406320237		first aid kit restock	Contractual	\$46.84
Subtotal for Vendor 79547 - Cintas Corporation :				\$46.84
79848	Labette Hardware			
2306-153851		pipe	Commodities	\$321.30
Subtotal for Vendor 79848 - Labette Hardware :				\$321.30
79889	Border States Industries Inc			
926536267		2" Stack Aluminum Electric Conduit	Commodities	\$640.84

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
79889	Border States Industries Inc			
			Subtotal for Vendor 79889 - Border States Industries Inc	\$640.84
79927	D GERBER COMMERCIAL POOL PRODUCTS			
23260		Automatic Fill Switch United Electric Controls	Commodities	\$590.00
			Subtotal for Vendor 79927 - D GERBER COMMERCIAL P	\$590.00
79945	Vision Service Plan (CT)			
07 2023		vision insurance	Benefits	\$17.43
07 2023		vision insurance	Benefits	\$17.42
07 2023		vision insurance	Contractual	\$68.94
07 2023		vision insurance	Benefits	\$17.42
07 2023		vision insurance	Benefits	\$10.89
07 2023		vision insurance	Benefits	\$43.56
07 2023		vision insurance	Benefits	\$17.42
07 2023		vision insurance	Benefits	\$17.42
			Subtotal for Vendor 79945 - Vision Service Plan (CT) :	\$210.50
79955	MIDWEST ENGINEERING GROUP LLC			
5A		Gas System PER	Contractual	\$237.95
			Subtotal for Vendor 79955 - MIDWEST ENGINEERING G	\$237.95
80063	Director of Accounts and Reports			
2022 Audit		2022 Audit Filing Fee	Contractual	\$175.00
			Subtotal for Vendor 80063 - Director of Accounts and Re	\$175.00
80064	Ditch Witch Financial Services			
6625864		Ditch Witch Lease Purchase	Contractual	\$5,566.32
			Subtotal for Vendor 80064 - Ditch Witch Financial Servic	\$5,566.32
80159	Miller Tire and Lube LLC			
07032023		Police Oil Changes, 8 tires	Vehicle	\$1,774.74
			Subtotal for Vendor 80159 - Miller Tire and Lube LLC :	\$1,774.74

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
80195 Thomas Implement, Inc				
06302023		water sample freight	Contractual	\$24.45
06302023		fuel filter	Commodities	\$14.98
06302023		glove testing freight	Contractual	\$21.44
06302023		bolts	Commodities	\$1.11
Subtotal for Vendor 80195 - Thomas Implement, Inc :				\$61.98
80227 Saye Heat & Air, LLC				
181		Park Building A/C Repair	Contractual	\$325.80
Subtotal for Vendor 80227 - Saye Heat & Air, LLC :				\$325.80
80229 GFL Environmental				
2531		transfer station fees	Utility Costs	\$3,216.24
Subtotal for Vendor 80229 - GFL Environmental :				\$3,216.24
80230 New Directions				
28865		Employee Assistance Program	Contractual	\$110.00
28865		Employee Assistance Program	Contractual	\$110.00
28865		Employee Assistance Program	Contractual	\$110.00
28865		Employee Assistance Program	Contractual	\$250.00
28865		Employee Assistance Program	Contractual	\$110.00
28865		Employee Assistance Program	Contractual	\$110.00
28865		Employee Assistance Program	Contractual	\$250.00
Subtotal for Vendor 80230 - New Directions :				\$1,050.00
80272 Visa 7646				
06182023		Fire Safety Supplies	Commodities	\$695.00
06182023		Fire Safety Supplies, training expense	Contractual	\$15.64
Subtotal for Vendor 80272 - Visa 7646 :				\$710.64
80348 Visa 7984				
06182023		story hour supplies	Commodities	\$8.00
06182023		Batteries	Commodities	\$133.39

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
80348 Visa 7984				
Subtotal for Vendor 80348 - Visa 7984 :				\$141.39
80435 Josh Edgington				
06302023		Mowing Lake and Lagoons	Contractual	\$210.00
06302023		Mowing Lake and Lagoons	Contractual	\$210.00
Subtotal for Vendor 80435 - Josh Edgington :				\$420.00
80519 Visa - 9014				
09182023		Training Expense	Training/ Conference/ Dues	\$42.88
Subtotal for Vendor 80519 - Visa - 9014 :				\$42.88
80585 Jaelin Emery				
06262023		Park Deposit Refund	Park Building Deposit Refunds	\$40.00
Subtotal for Vendor 80585 - Jaelin Emery :				\$40.00
80586 Main Street Auto Detailing				
154		Scratch Removal	Contractual	\$150.00
Subtotal for Vendor 80586 - Main Street Auto Detailing :				\$150.00
80587 Shelby Blackburn				
06262023		Park Deposit Refund	Park Building Deposit Refunds	\$40.00
Subtotal for Vendor 80587 - Shelby Blackburn :				\$40.00
80588 Tammy Goodyear				
06262023		Park Building Deposit Refund	Park Building Deposit Refunds	\$40.00
Subtotal for Vendor 80588 - Tammy Goodyear :				\$40.00
80589 Valerie Carnahan				
07052023		Park Building Deposit Refund	Park Building Deposit Refunds	\$40.00
Subtotal for Vendor 80589 - Valerie Carnahan :				\$40.00
80590 Lori Weaver				
07102023		Park Deposit Refund	Park Building Deposit Refunds	\$40.00

Approved Invoices by Vendor- Summary

City of Altamont

Vendor	Invoice	PO	Description	Account Description	Invoice Amt
80590	Lori Weaver				
Subtotal for Vendor 80590 - Lori Weaver :					\$40.00
80591	Katy Emery				
	07102023		Park Deposit Refund	Park Building Deposit Refunds	\$40.00
Subtotal for Vendor 80591 - Katy Emery :					\$40.00

Approved Invoices by Vendor- Summary

City of Altamont

Vendor	PO	Description	Account Description	Invoice Amt
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Grand Total: \$55,859.07

Approved Invoices - Fund/Dept. Totals

Fund	Fund Total	Fund Name
01 General Fund		
01 General Government		\$1,202.45
02 Gen Police		\$4,411.90
03 General Court		\$295.64
04 General Fire		\$1,713.92
05 General Park		\$1,268.61
06 General Street		\$347.63
11 Municipal Pool		\$5,275.40
		<hr/>
		\$14,515.55
03 Municipal Equipment Reser		
00 NonDepartmental		\$5,566.32
		<hr/>
		\$5,566.32
04 Library		
00 NonDepartmental		\$43.60
		<hr/>
		\$43.60
07 Special Highway Fund		
00 NonDepartmental		\$215.97
		<hr/>
		\$215.97
09 Lake Fund		
00 NonDepartmental		\$1,818.70
		<hr/>
		\$1,818.70

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
	50	Water Utility Fund		
	00	NonDepartmental	\$15,906.59	
			<hr/>	
			\$15,906.59	
	51	Electric Utility Fund		
	00	NonDepartmental	\$2,690.70	
			<hr/>	
			\$2,690.70	
	52	Gas Utility Fund		
	00	NonDepartmental	\$3,627.87	
			<hr/>	
			\$3,627.87	
	53	Sewer Utility Fund		
	00	NonDepartmental	\$2,667.79	
			<hr/>	
			\$2,667.79	
	54	Sanitation Utility Fund		
	00	NonDepartmental	\$6,162.48	
			<hr/>	
			\$6,162.48	
	60	Sales Tax		
	00	NonDepartmental	\$2,574.56	
			<hr/>	
			\$2,574.56	
	82	Insurance Reserve Fund		
	00	NonDepartmental	\$68.94	
			<hr/>	
			\$68.94	
Grand Total:			<hr/>	
			\$55,859.07	

Sanitation

ORDINANCE #420

AN ORDINANCE PROHIBITING THE UNLAWFUL DUMPING INTO CITY DUMPSTERS BY PERSONS WHOM ARE NOT SANITATION CUSTOMERS AND/OR THE UNLAWFUL DUMPING OF PROHIBITED ITEMS.

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

SECTION 1. It shall be unlawful for any person who is not a paying sanitation customer to dispose of household trash into the City dumpsters.

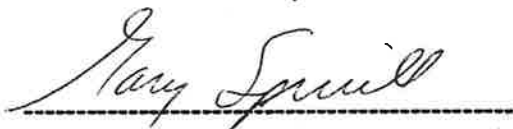
SECTION 2. It shall be unlawful for any person to dispose of prohibited items into or around the City dumpsters. Prohibited items are tires, appliances, hot water heaters, lumber, brush, auto parts, wire, roofing materials, sheet rock, beds, chairs, couches, steel pipe, carpet, furniture, toilets, sinks and bath tubs. Only household trash is allowed to be dumped. Household trash is items than can be bagged and items that are normal use in a household.

SECTION 3. Any person violating any of the provisions of this Ordinance shall be deemed guilty of a Municipal violation and upon conviction thereof shall be punished by a fine of not more than \$500.00. In addition to the fine the court may impose additional cost of restitution paid to the City for any cost occurred in disposing of the trash and/or prohibited items.

SECTION 4. This Ordinance shall take effect and be in force from and after its publication in the official City paper.

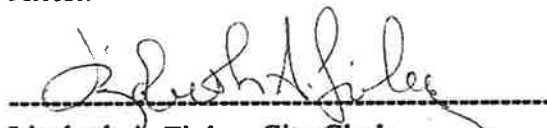
Passed by the Council the 8th Day of September, 1997.

Signed by the Mayor the 8th Day of September, 1997.



Gary Spruill, Mayor

Attest:

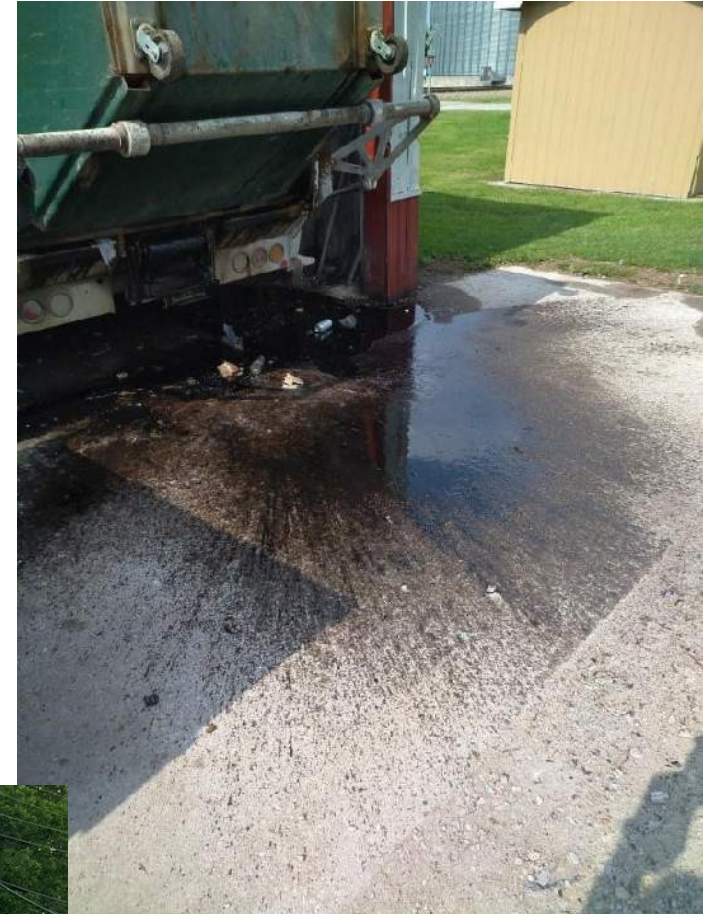


Lizabeth A. Finley, City Clerk



Left: Limbs left at dumpster when the burn site was locked on June 19, 2023

Right: Oil placed in dumpster and spilled when dumping in the trash truck on June 26, 2023



Left: Furniture in the dumpster on June 28, 2023



BarcoBoard™ Walk-Thru Tables

★★★★☆ 27 Reviews

\$1,098.85 Quantity discounts available

SKU 1ZK5569-TN

Quantity Discounts

Quantity	6
Price	\$1,028.85

Product Configuration

Select Color



IN STOCK
READY
TO SHIP

BarcoBoard™ Square Picnic Tables

★★★★☆ 28 Reviews

\$898.85 Quantity discounts available

SKU 1ZK5603-TN

Quantity Discounts

Quantity	6
Price	\$848.85

Product Configuration

Select Color

Folding Picnic Table - 6', Brown




[Enlarge & Video](#)

Stores easily when the snow flies. Three-season seating.

- Folds to 4" thickness for convenient storage and transport.
- Sturdy polyethylene with powder-coated steel frame.
- UV-protected, weather and rust resistant.



SPECIFY COLOR:  

MODEL NO.	DESCRIPTION	SIZE L x W x H	WT. (LBS.)	PRICE EACH		COLOR	IN STOCK SHIPS TODAY
				1	3+		
H-5164BR	6' Folding	72 x 57 x 29"	100	\$370	\$350	 Brown ▾	1 <input type="text"/> <input type="button" value="ADD"/>



Town Square Recycled Plastic Picnic Table

Brand: Polly Products SKU: ASM-TST

\$1,599.00

Select Plank Color

Black

Clear

1

+

-

ADD TO CART

ADD TO QUOTE

COMPARE



Standard Picnic Table 6'

~~\$1,299.00~~ \$1,249.00



Standard Picnic Table 8'

~~\$1,499.00~~ \$1,449.00



Standard Picnic Table 6' – Charcoal/Black overstock only

~~\$1,299.00~~ \$999.00



Hexagon Recycled Plastic Picnic Table

\$1,005.00

Weight: Hex Table – 312 lbs. | ADA Hex Table – 275 lbs.

Lead Time:

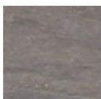
1-2 weeks

Select Options:

Choose an option

Color Options:

click image to make selection.*



Brown



Cedar



Gray



Green

VOLMER CONSTRUCTION LLC

1531 21,000 RD
PARSONS, KS 67357
620-778-3424

Estimate

Date	Estimate #
7/10/2023	366

CITY OF ALTAMONT

Description	Qty	Rate	Total
PREP & POUR 26'X55'X4" PATIO 6 Ga. REMESH WIRE 4,000 PSI MIX BROOM FINISH SAW CUT		10,250.00	10,250.00
APPROX 40 TON AB-3 BASE ROCK		900.00	900.00
MATERIAL PRICES ARE SUBJECT TO CHANGE. ALL ESTIMATES ARE VALID FOR FIFTEEN DAYS.		Total	\$11,150.00

VOLMER CONSTRUCTION LLC

1531 21,000 RD
PARSONS, KS 67357
620-778-3424

Estimate

Date	Estimate #
11/9/2022	330

Updated 6/6/2023

CITY OF ALTAMONT

Description	Qty	Rate	Total
PREP & POUR 26'X55'X6" & 26'X50'X6" SLAB 4,000 PSI MIX 6 Ga. REMESH WIRE BROOM FINISH SAW CUT		19,000.00	19,000.00
APPROX. 40 TON AB-3 BASE ROCK		900.00	900.00
Quote Adjustment for 2023		500.00	500.00
To change to rebar (Optional) - Add an additional \$300		300.00	300.00
MATERIAL PRICES ARE SUBJECT TO CHANGE. ALL ESTIMATES ARE VALID FOR FIFTEEN DAYS.		Total	\$19,900.00

Updated Quote \$20,400.00

Concrete with Rebar Option \$20,700.00



Situation: The empty lot at 4th & Huston is currently an eyesore for the community and doesn't serve any purpose. The goal is to create a functional beautiful space for families to gather and enjoy our community. Raised beds would offer a community garden for the residents of Altamont the opportunity to have nutritious food options. Food trucks could be hosted here as well as community movies, live music, and farmer's market.

Inputs	Outputs		Outcomes -- Impact		
	Activities	Participation	Short	Medium	Long
*Funding/Grant Money *Funding/Economic Development Fund *Materials *Utility Workers *Community Partners *Volunteers *Time	*Develop and maintain a community gathering space for families and visitors to enjoy and utilize for years to come. *Community garden *Shaded area *Seating *Soft area *Veterans memorial *Concrete pads *Mural	*Community *City Council *Schools *Lions Club *Senior Citizens *Altamont Recreation Commission *Altamont Utility Department *Altamont City Hall *Local Churches	*Access to more shade *Eliminate vacant unused space *Food truck parking *Increase shade for events *Offer healthy food options *Bring neighbors and families together *Create volunteer opportunities	*Increase education for active healthy lifestyles *Increase community involvement and engagement *Location for veterans and their families to enjoy *Attract more traffic downtown *Attract tourists	*Families creating lifelong healthy habits *Teaching our youth, the importance of community *Teaching our youth, the importance of volunteer work. *Creating memories for years to come *Encouraging other economic development

Landsdowne Garden

Pocket Park/Community Garden

Current Space

- **Blank Canvas**
- **Located Downtown**
- **Prime Meeting Location**



Revitalization

Create an Inviting Space



Transform Unused Real Estate Into Useful Space

Outdoor Music



Community Involvement

Food Trucks & Outdoor Movies



Add Character

Creating a mural on the side of the building would allow us to show our Small Town Pride as well as honoring our Veterans



Encourage Healthy Lifestyles

Space to promote physical fitness & allow for a community garden of fresh produce

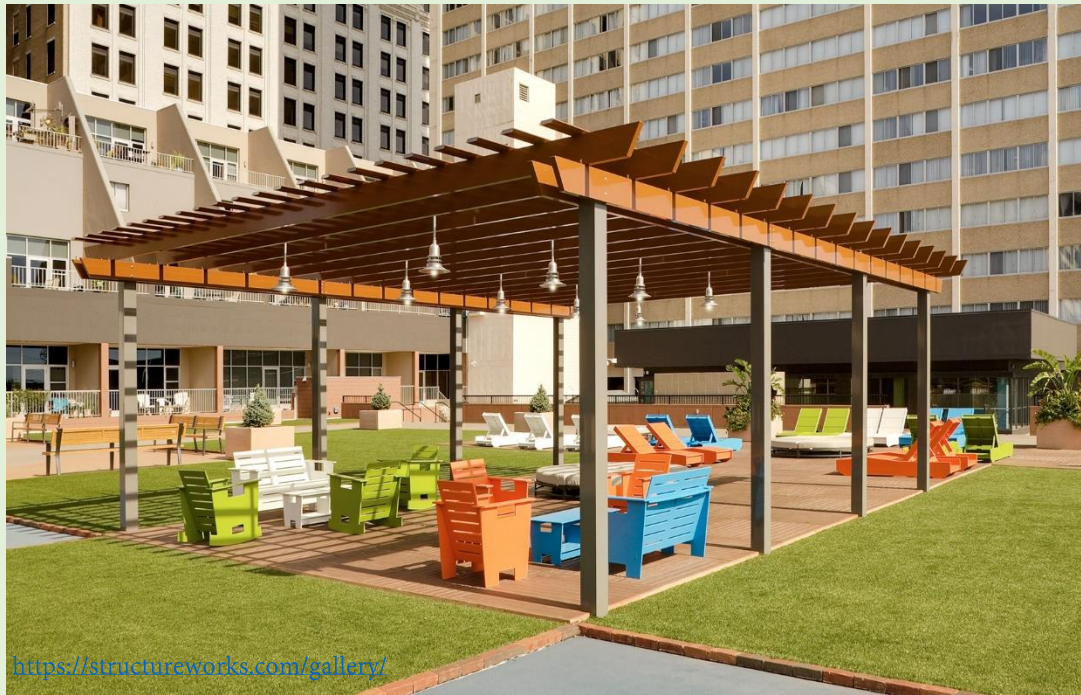


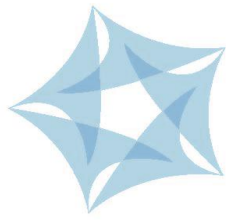
<https://www.dreamstime.com/stock-photo-community-garden-raised-beds-neighborhood-image59650526>



Endless Possibilities

Different seating styles and sections to fulfill the needs of everyone.





USASHADE
& Fabric Structures®

Altamont Pool

7/10/2023

Proposal Prepared For:
All Inclusive Rec
PO Box 72
Farmington, MO 63640

AZ: 289388 CA: 989458 LA: 61718 NV: 78724
NM: 383826 TN: 68712 DIR: 1000003533

Date: 7/10/2023

Proposal for USA SHADE & Fabric Structures

Project Information:				Sales Information:	
Purchaser:	All Inclusive Rec	Contact:	John Horne	Sales Rep:	Angel Rich
Project Name:	Altamont Pool	Phone:	(913) 232-0667	Phone:	(954) 649-6757
Quote No:	KS0723WK07347	Email:	johnh@allinclusiverec.com	Email:	angel.rich@usa-shade.com
PO No:		Fax:		Fax:	

Billing Information:		Shipping Information:		Jobsite Information:	
All Inclusive Rec		TBD		Altamont Pool	
PO Box 72		N/A			
Farmington		N/A		Altamont	
MO		N/A		KS	
63640		N/A		67330	
Contact:	John Horne	Contact:	John Horne	Contact:	John Horne
Phone	(913) 232-0667	Phone	(913) 232-0667	Phone	(913) 232-0667
Email:	johnh@allinclusiverec.com	Email:	johnh@allinclusiverec.com	Email:	johnh@allinclusiverec.com
Fax:		Fax:		Fax:	

CORPORATE ADDRESS:

2580 Esters Blvd., Suite 100
DFW Airport, TX 75261

MAILING ADDRESS:

P.O. Box 3467
Coppel, TX 75019

REMITTANCE ADDRESS:

P.O. Box 734158
Dallas, TX 75373-4158

SOUTHERN CALIFORNIA:

1085 N. Main Street, Suite C
Orange, CA 92867

NORTHERN CALIFORNIA:

927 Enterprise Way, Suite A
Napa, CA 94558

ARIZONA:

2452 W. Birchwood Ave, Suite 112
Mesa, AZ 85202

LAS VEGAS:

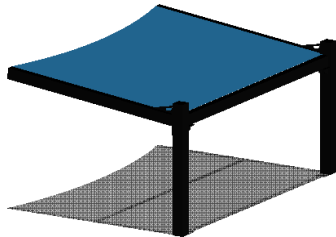
6225 S. Valley View Blvd., Suite I
Las Vegas, NV 89118

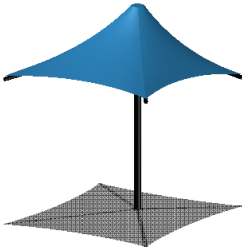
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www.usa-shade.com 800-966-5005

AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV: 78724 NM: 383826 TN: 68712 DIR: 1000003533

Structure Pricing

Structure 1				
UNIT IMAGE	UNIT DETAILS			
	Unit Quantity:	1	Foundations By	Client Responsible
	Unit Type:	Slanted Cantilever Wing Cabled	Grout Installation	Client Responsible
	Structure Size:	20x10	Footing Type:	Drilled Pier
	USA Shade Model Number	232.1	Base Attachment:	Recessed Base Plate
	Entry Height:	10	Anchor Bolts:	Included
	No of Columns:	2	Concrete Cutting:	N/A
	No of Fabric Tops:	1	Dirt Removal:	N/A
	Fabric Type:	Shadesure	Surface Type:	Concrete
	Fabric Color:	TBD	NOTES Price includes cost of unsealed drawings. Estimated leadtimes (dependent upon size of project) - Engineering/Shops: 4-6 weeks. Fabrication: 8-12 weeks from approval of drawings (additional 4-6 weeks for hot dipped galvanized structures.)	
	Steel Finish:	Coastal Primer w/ Powder Coating		
Steel Color:	TBD			
PRICE	Electrical Provisions:	N/A		
\$10,400.00	Cable/HDW Finish:	Galvanized		
	Concept No:			

Structure 2				
UNIT IMAGE	UNIT DETAILS			
	Unit Quantity:	1	Foundations By	Client Responsible
	Unit Type:	Lifeguard	Grout Installation	Client Responsible
	Structure Size:	8x9	Footing Type:	Drilled Pier
	USA Shade Model Number	101.2	Base Attachment:	Recessed Base Plate
	Entry Height:	10	Anchor Bolts:	Included
	No of Columns:	1	Concrete Cutting:	N/A
	No of Fabric Tops:	1	Dirt Removal:	N/A
	Fabric Type:	Shadesure	Surface Type:	Concrete
	Fabric Color:	TBD	NOTES Price includes cost of unsealed drawings. Estimated leadtimes (dependent upon size of project) - Engineering/Shops: 4-6 weeks. Fabrication: 8-12 weeks from approval of drawings (additional 4-6 weeks for hot dipped galvanized structures.)	
	Steel Finish:	Hot Dip Galv w/ Powder Coating		
Steel Color:	TBD			
PRICE	Electrical Provisions:	N/A		
\$4,090.00	Cable/HDW Finish:	Stainless Steel		
	Concept No:			

ACCESS/MISC.			
QTY	ITEM	DETAILS	COST
1	Hot Dipped Galvanized Finish to canti	Optional, if structure will be closer than 15 feet from the chlorinated water, HDG is recommended, add \$1,200.00 to total below.	
1	Slanted canti wing (24x12)	To increase size of canti to 24x12, add \$3,520.00 to total below.	
1	Full Hip canti option	To change 20x10 slanted canti wing to 20x10 full hip canti, deduct \$1,300.00 to total below.	
TOTAL FOR ACCESS/MISC ITEMS:			\$0.00

PRICING TOTALS:	
Unit Total	\$14,490.00
Accessories/Miscellaneous	\$0.00
Freight	\$1,466.00
SUBTOTAL	\$15,956.00
Sales Tax (%)	not included
Engineering (To seal drawings)	\$400.00
Installation	not included
TOTAL PRICE	\$16,356.00

PAYMENT TERMS:	
(1) Upon execution of the Agreement (Deposit)	net 30
(2) Upon delivery of Unit(s)	TBD
(3) Upon completion of assembly/installation	TBD
(4) Other (specify):	TBD
NOTES:	
Due to the volatility of shipping costs at this time, all quotes must be less than 30 days old to avoid a freight increase, regardless of any contract negotiations or agreements.	

USA SHADE reserves the right to implement a surcharge for significant increases in raw materials, including the following, but not limited to: fuel, steel , fabric, and concrete. Proposal pricing is only valid for 30 days due to the fluctuation in pricing. Due to recent significant increases experienced in raw steel and fabric materials, it may be necessary to order, invoice, and receive payments for steel and fabric as soon as final sizing can be determined.

ENGINEERING REQUIREMENTS		NOTES
Building Code	IBC 2018	Electronic drawings will be provided unless otherwise specified. Depending on location, all fabric tops should be removed during winter or high winds in excess of 90 mph.
Wind Load	115 mph	
Snow Load	5 psf	
Drawing Size	Electronic	
No. of Sealed Drawings		
Calculations Required	Yes	

INCLUSIONS / EXCLUSIONS					
INCLUDED	EXCLUDED	ENGINEERING REQUIREMENTS	INCLUDED	EXCLUDED	INSTALLATION - MISCELLANEOUS
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sealed Drawings & Calculations	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Prevailing Wage / Certified Payroll
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Permit Submittal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Union Wages
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Permit Fee	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fencing
<input type="checkbox"/>	<input checked="" type="checkbox"/>	DSA Submittal & Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Curb Repair
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Design and Engineering of Structure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Landscape Repair
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Design and Engineering of Foundation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Demolition (Existing Structures)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Reactions and Loads for attachment to Walls, Rooftops, or Other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Payment and Performance Bonds
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Foundation Location and Elevation Survey	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Special Inspection Fees



Construction Assumptions

- 1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.
- 2) Our pricing is based on the ability to perform all of our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization for the installation of foundations, steel and fabric; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.
- 3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.
- 4) Pricing assumes secure storage and adequate lay down area for our tools, equipment, and materials, within close proximity to the installation site will be provided, free of charge.
- 5) Our price assumes others to provide 110-volt electrical service and necessary potable water available within 100 feet of our work.
- 6) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.
- 7) USA SHADE will leave its work and materials in a clean condition at the conclusion of our work.
- 8) Barricades and public security requirements are not included.
- 9) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 10) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.
- 11) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- 12) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.

GENERAL TERMS & CONDITIONS AND WARRANTY

- 1) **Proposal:** The above proposal is valid for **30** days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable.
- 2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by USA SHADE & Fabric Structures (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase Shade Structures brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").
- 3) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.



- 4) **Standard Exclusions:** Unless specifically included under the "General Scope of Work" section above, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; (d) repair of concealed underground utilities not located on prints supplied to Company by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner:
- "The manufacturer's warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty."
- 6) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.
- 7) **Payment:** Terms of payment are defined in the "Pricing Details" section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when Completion was scheduled, had the delay not occurred. All payments must be made to Shade Structures, Inc., P.O. Box 734158, Dallas, TX 75373-4158. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.
- 8) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
- 9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.
- 10) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the "Notice To Proceed" is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.
- 11) **Returned Product, Deposits, and/or Cancelled Order:** Within the first 45 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this 45 day period. All deposits are non-refundable. All expenses incurred (engineering, site surveys, shipping, handling, etc.) are the responsibility of the Purchaser, up to notice of cancellation.



- 12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region).
- 13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). Additionally, an approving agency may require changes in the work from the original design or engineering quoted and provided by the Company (both additions and deletions.) The cost of these changes will be determined by the Company, and a Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.
- 14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.
- 15) **Statement of Limited Warranty:**
- The structural integrity of all supplied steel is warranted for ten years.
 - If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
 - All steel surface finishes are warranted for one year.
 - Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, SaFRshade™, and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
 - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated
 - Fabric tops attached to Coolbrella™ structures carry a three year warranty;
 - Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
 - Preconstraint 502™ waterproof membrane is subject to an eight year pro-rated warranty.
 - Sewing thread is warranted for ten years.



General Limited Warranty Terms and Conditions

- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.
- In its sole discretion, the Company will repair and/or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at warranty@usa-shade.com for more details.
- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to warranty@usa-shade.com.
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:
 - o the supplied structures, products, services and/or labor are not paid for in full;
 - o the structures are not assembled in strict compliance with USA SHADE specifications;
 - o any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.
- These limited warranties do not cover defects and/or damages caused by:
 - o normal wear and tear;
 - o misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
 - o ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
 - o use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.
- The limited warranties explicitly exclude:
 - o workmanship related to assembly not provided by the Company or its agents;
 - o fabric curtains, valances, and flat vertical panels;
 - o fabric tops installed on structures that were not engineered and originally supplied by the Company.
- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.
- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade ® and eXtreme 32™ are registered trademarks of Multiknit Pty. Ltd.

Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc.

Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.

Preconstraint 502™ is a registered trademark of Serge Ferrari North America, Inc.



16) **Assembly/Installation:**

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
 - Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
 - Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.
 - If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.
 - Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
 - Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.
- 17) **Installation/Assembly on-site:** Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).
- 18) **Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.
- 19) **Preparatory Work:** Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.
- 20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.
- 21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.
- 22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.
- 23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.
- 24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.
- 25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.
- 26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.



Executed to be effective as of the date executed by the Company:

NOTE: FOR ANY PURCHASE EQUAL TO OR EXCEEDING \$100,000.00 USD, NO WORK, OTHER THAN PRE-WORK, SHALL BE UNDERTAKEN WITHOUT A MUTUALLY ACCEPTABLE AND SIGNED CONSTRUCTION CONTRACT.

PURCHASER:
All Inclusive Rec

SELLER:
USA SHADE & Fabric Structures

Signature:

By: (Print)

Title:

Date:

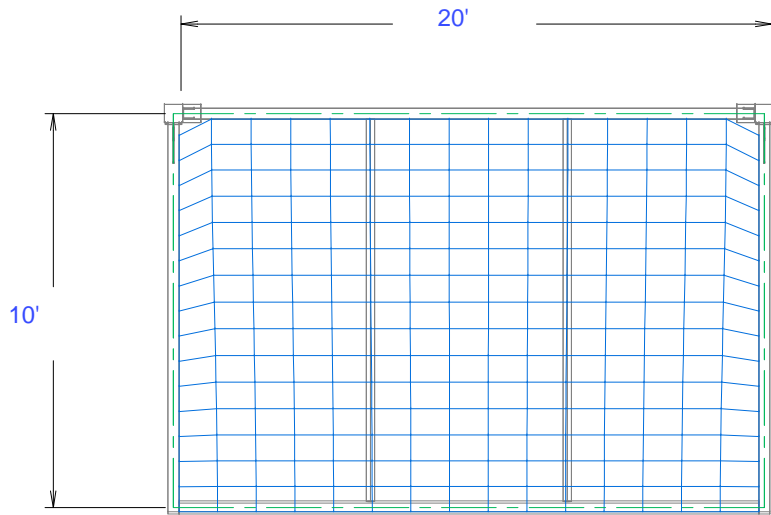
Signature:

By: (Print)

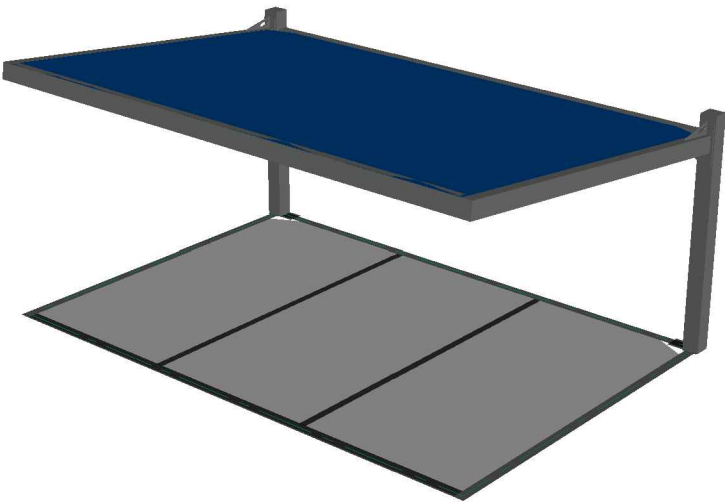
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Date:

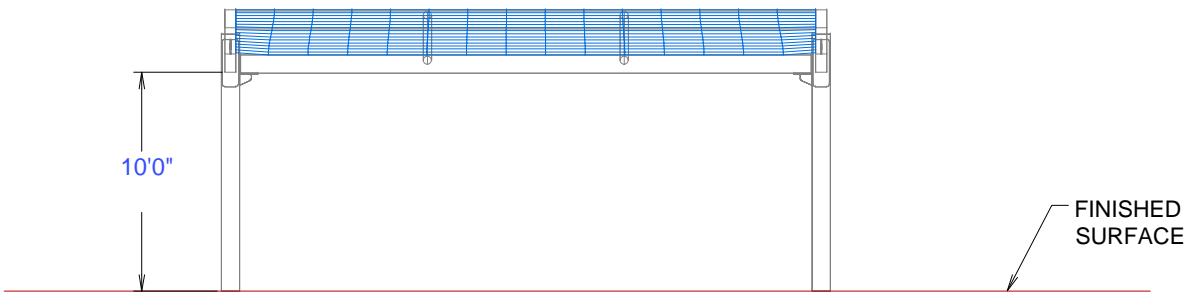
NOTE: All purchase orders and contracts should be drafted in the name of Shade Structures, Inc.



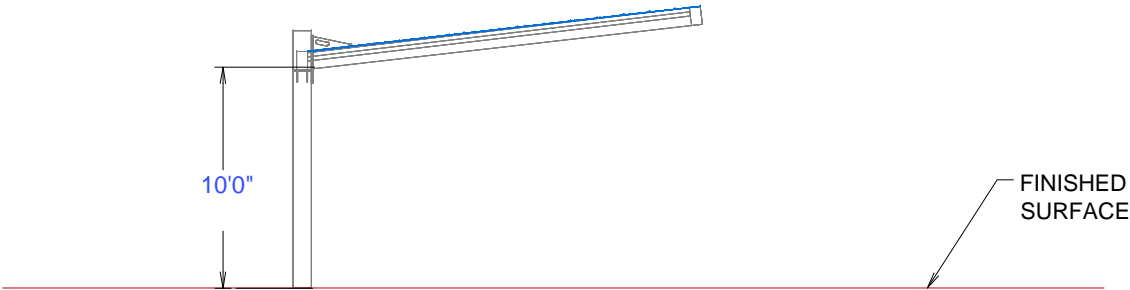
PLAN VIEW



PERSPECTIVE VIEW



FRONT ELEVATION



SIDE ELEVATION

CUSTOMER:
ALL INCLUSIVE REC

PROJECT NAME:
ALTAMONT POOL

LOCATION:
ALTAMONT, KS

STRUCTURE TYPE:
CANTI WING SINGLE

SIZE:

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF
USA SHADE & FABRIC STRUCTURES, INC.
AND SHALL NOT BE REPRODUCED WITHOUT THEIR WRITTEN PERMISSION.

USA SHADE & FABRIC STRUCTURES
CORPORATE HEADQUARTERS
DFW INTERNATIONAL COMMERCE PARK
2580 ESTERS BLVD., SUITE 100
DFW AIRPORT, TX 75261
800-966-5005

CERTIFICATIONS:
IAS CERTIFICATION No: FA-428
CLARK COUNTY MANUFACTURER
CERTIFICATION NUMBER (NEVADA): 355

Shade Structure:
20x10 Slanted Canti Wing
Model #232.1
Fabric Roof Color: TBD ;
Powdercoat Steel Color: TBD ;
As manufactured and installed by:
USA SHADE & Fabric Structures
Contact:
Angel Rich (954) 649-6757
angel.rich@usa-shade.com

Drawn By : AZR

Checked By : AZR

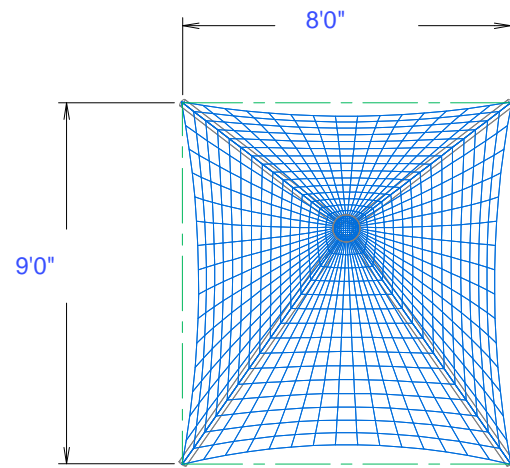
Approved By :SALES REP.

DRAWING DESCRIPTION:
VERSION 216.1

DWG. 216.1

NOTES:
-THESE DRAWINGS ARE NOT FOR CONSTRUCTION, THEY ARE A PICTORIAL REPRESENTATION OF FABRIC AND STEEL ONLY.
NONE OF THE REQUIRED ATTACHMENT OR CONNECTION DETAILS HAVE BEEN DEPICTED.
-ALL DIMENSIONS AND HEIGHTS MUST BE FIELD VERIFIED PRIOR TO ANY FINAL DESIGN, FABRICATION OR INSTALLATION WORK.

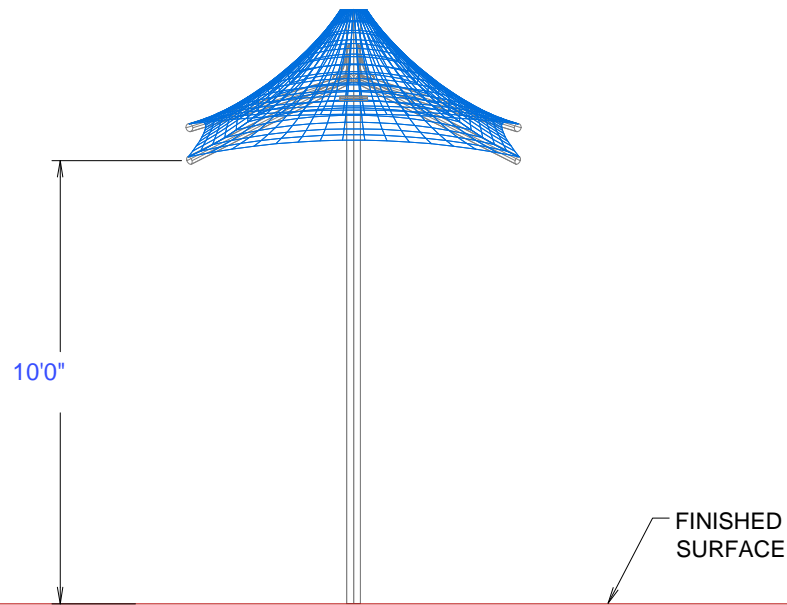
216.1 - CANTI WING SINGLE



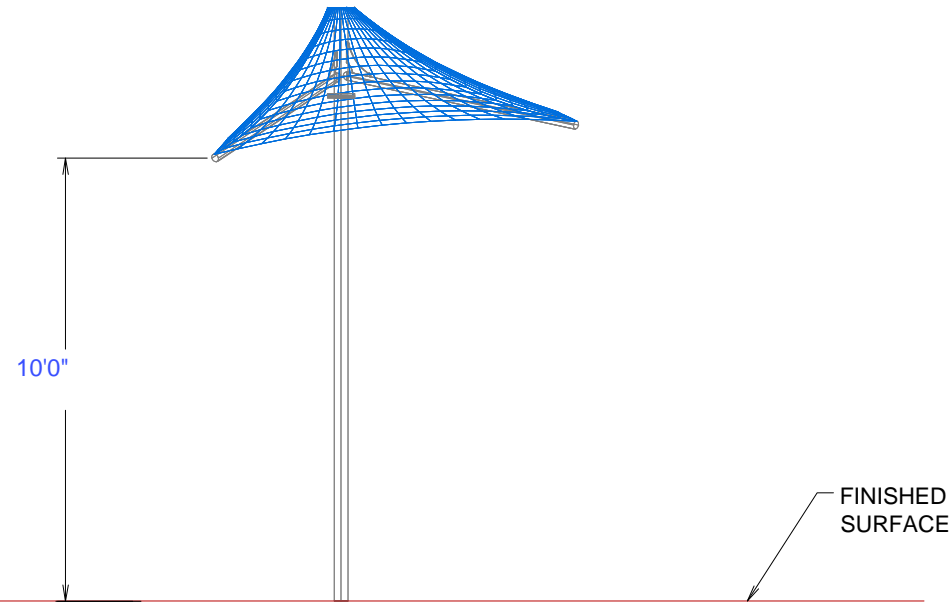
PLAN VIEW



PERSPECTIVE VIEW



FRONT ELEVATION



SIDE ELEVATION

CUSTOMER:
ALL INCLUSIVE REC


PROJECT NAME:
ALTAMONT POOL

LOCATION:
ALTAMONT, KS

STRUCTURE TYPE:
LIFEGUARD

SIZE:

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF
USA SHADE & FABRIC STRUCTURES, INC. AND SHALL NOT BE REPRODUCED WITHOUT THEIR WRITTEN PERMISSION.



CORPORATE HEADQUARTERS
DFW INTERNATIONAL COMMERCE PARK
2580 ESTERS BLVD., SUITE 100 DFW
AIRPORT, TX 75261
800-966-5005

CERTIFICATIONS:
IAS CERTIFICATION No: FA-428
CLARK COUNTY MANUFACTURER
CERTIFICATION NUMBER (NEVADA): 355

Shade Structure:
8'x9' Lifeguard Stand
Model #101.2
Fabric Roof Color: TBD ;
Powdercoat Steel Color: TBD ;
As manufactured and installed by:
USA SHADE & Fabric Structures
Contact:
Angel Rich (954) 649-6757
angel.rich@usa-shade.com

Drawn By : AZR	
Checked By : AZR	
Approved By :SALES REP.	
DRAWING DESCRIPTION: VERSION 101.2	
DWG.	101.2

NOTES:
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101.2 - LIFEGUARD

City Administrator Report City Council July 13, 2023

1. **Budget** - Working on the 2024 City budget
 - a. Budget information is due to the County by July 20th so they can notify taxpayers of all the taxing subdivisions exceeding the Revenue Neutral Rate (RNR).
 - b. The RNR and Budget Hearing is scheduled for August 24, 2023, prior to the regular Council meeting.
2. **Streets** – The County will be asphaltting Oak Avenue in the next couple weeks.
3. **Pool** - Labette Center for Mental Health donated to the Altamont Pool to pay for the first 50 people to the Pool was held on July 10th – 11th.
4. **Little League Sports Program** - Reviewed the Little League Sports Programs
 - a. The Altamont Recreation Commission is creating two 3 person boards to oversee Little League Baseball and Softball.
5. **Trash** - Ordered 8 dumpsters and 100 poly carts to refill our supply
6. **Worker's Comp Audit** - The City of Altamont received a 100% on our safety score which will save the City 5% on our worker's comp premiums.
 - a. For 2023, the 5% discount was \$547.00.
7. **KMU Safety Training** – Employees participated in the monthly safety meeting regarding Hazard Communication Standard and the Global Harmonizing Standard.
8. **Kansas Public Water Supply Loan Fund (KPWSLF)** - Submitted the KPWSLF pre-application to see about funding for new water meters and advanced metering infrastructure (AMI) system
 - a. The State will go through the pre-applications to determine which projects are eligible for funding.
 - b. Projects eligible for funding must then complete an application which would require an engineering report and a public hearing.



- c. The State will then look to see if the eligible loan recipients qualify for loan forgiveness, which is available if the recipient is determined to be a disadvantaged community.
- 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.
 - 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.
 - b. 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.
 - c. 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.
 - d. Shipping dates have been delayed. They are still waiting on the solar end point which would send the readings back to the City Office.
- 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.
 - a. Brad Myers and Heather Beasley have been working on the Lead and Copper report.

Altamont Police Department

Quarterly Report

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.

Warnings issued for traffic infractions by officers – 19

Warnings issued for traffic infractions by officers – 32

KBI Adult reports - 4 Possession of Marijuana, 2 Possession of Drug Paraphernalia, 2 Theft, 1 DUI, 1 misuse of Financial card, 2 Driving while suspended

All officers have been busy with patrol duties and community relations, very proactive lately and preparing for the summer months which are usually very busy for us.

Recently handled some animal ordinance complaints, which at some time we may have to review that ordinance based on the ongoing situation.

Met with City Administrator Myers and City Attorney Myers to discuss, handling and enforcement of several ordinances the department will begin investigating pertaining to Junk yards, Inoperable vehicles and Animal control.

All officers have received and completed training on administering Narcan through DCCCA and received a case of Narcan for the department, we now carry 2 does of Narcan in each patrol vehicle.

Officer Anthony Austin completed his 14 weeks at the KLETC police academy and graduated May 19th, were very pleased to have him back and patrolling the streets, I would like to mention that two weeks after he graduated from the police academy, officer Austin during his patrol duties stopped a vehicle around 3am for a traffic violation which resulted in the arrest of 2 suspects for possession of 11 grams of Methamphetamines laced with Fentanyl and 26 grams of Marijuana, very impressive for his first major stop.

All officers have completed their mandatory 40 hours of continuing education.

I was elected as a board member and region rep for the Kansas Narcotics Officers Association.

All officers have been very active with patrol duties and enforcement.

Report submitted by Chief Michael Shields

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;



Ice Cream Social

July 15, 2023



Presented by Labette County Farm Bureau and the
Altamont Recreation Commission in the
Altamont City Park.

6:00pm - Farm Bureau
Serves Ice Cream

6:30pm - Music in the Park

Live with Ty Ellis

Some Seating Available but Limited
Bring a Chair and COOL DOWN