# **CITY OF ALTAMONT**

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

## **ALTAMONT CITY COUNCIL**

Mayor Richard Hayward

Councilmembers: Craig Carnahan, Ben Cochran, Raymond Coffey, Jeff Garretson and Paul Souders

# September 9, 2021 7:00 PM Regular Meeting

CALL TO ORDER

PLEDGE OF ALLEGIANCE & PRAYER

MINUTES - Regular meeting of August 26, 2021

INVOICES - \$57,744.71 + \$1353.58 = \$59,098.29

#### **PUBLIC COMMENT & GUESTS**

- A. Labette County Sheriff Darren Eichinger UTV Poker Run
- B. Labette County Commissioner Brian Kinzie UTV's on County Roads
- C. Dean Ruark Extended Lake Stay

#### ORDINANCES/RESOLUTIONS / PROCLAMATIONS

- A. Utility Meter Deposit Reconnection Ordinance #631
- B. Trash Ordinance #632
- C. Alcohol on Public Property Ordinance #630
- D. Lease Purchase of Trash Truck Resolution #288

#### **OLD BUSINESS**

- A. Chasing Daylight Poker Run November 6th
  - a. Beer Garden
  - b. UTV Poker Run Route
  - c. Use of 20 Acres, Idle Hour Lake, and Huston Street
  - d. Barricading of Huston Street between 5th and 6th St from 2PM to Midnight
  - e. Barricading 5th Street in front of the Fire Department from 2PM to Midnight
  - f. Event Insurance-\$325.00
  - g. ATV Temporary Permit Waiver
- B. American Rescue Plan Act (ARPA) Fund Use
- C. Energy Crisis Review Committee
  - a. KMGA Update



#### **NEW BUSINESS**

- A. Law Offices of Robert Myers appointment as City Attorney and City Prosecutor
- B. Police Radios
- C. Opinion of Lessee's Counsel New Trash Truck
- D. AGS 5k Run

# **TABLED & PENDING BUSINESS**

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

#### DEPARTMENT REPORTS

A. Utility Report

#### **EXECUTIVE SESSION MOTION**

#### **COMMUNICATIONS**

City Wide Rummage Sales - Saturday, September 25 Bulk Trash - September 27 - 29

**ADJOURNMENT** 



**MINUTES** 

CITY OF ALTAMONT August 26, 2021

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 Pastor Han led the prayer. Councilmembers present: Craig Carnahan, Ben Cochran, Raymond Coffey and Paul Souders.

MINUTES Councilmember Cochran moved and Carnahan seconded to approve the minutes from the

August 12, 2021 meeting. Motion carried.

INVOICES Councilmember Cochran moved and Carnahan seconded to pay the invoices in the amount

of \$89,170.55. Motion carried.

BUDGET AMENDMENT Council held the 2021 budget amendment hearing for public comment.

Councilmember Carnahan moved and Cochran seconded to close the hearing of the 2021

budget hearing. Motion carried.

REVENUE NEUTRAL RATE Council held the 2022 Revenue Neutral Rate and Budget Hearing for public comment. The

new revenue neutral rate (RNR) will be 45.86 mills. The mill levy for the budget decreased but the RNR is at the maximum because if the City goes over RNR we have to reimburse the residents. The League of Kansas Municipalities and the State Budget Office both

recommended holding the RNR hearing so the City is covered.

Councilmember Cochran moved and Carnahan seconded to adjourn the public RNR hearing.

Motion carried.

LEGAL SERVICES Council was presented a contract from the Law Offices of Robert Myers for services for City

Attorney and City Prosecutor. Miss Amy Ross and Mr. Robert Myers will replace Attorney

Stephen Jones.

Councilmember Cochran moved and Carnahan seconded to approve the agreement between the Law Offices of Robert Myers and the City of Altamont for services of City

Attorney and City Prosecutor. Motion carried.

UTV POKER RUN The Altamont Recreation Commission is in the process of planning a Chasing Daylight UTV

Poker Run on Saturday, November 6<sup>th</sup>, 2021. Recreational Director Heather Beasley would like to start at the 20 acres, visit Idle Hour Lake and several resident's houses and then ending downtown. Heather would like to have music, food trucks, cornhole boards and a possible beer garden to end the evening. Attorney Jones recommended double checking with the Labette County Sheriff's Office to make sure UTV's are allowed on County blacktops and able to cross State highways. Heather stated the insurance will cover the poker run and downtown events. Councilmember Souder would like to check if the City would need any permits to cross the State highways. Councilmember Cochran suggested to

make sure the beer garden guidelines are very laid out.

RESOLUTION 287 – RNR Councilmember Carnahan moved and Cochran seconded to approve Resolution 287.

Motion carried.

ALCOHOL ON PUBLIC Council was presented a draft Ordinance 630 regarding prohibiting alcohol on public PROPERTY property. Section 2 was updated from our previous ordinance with exceptions for allow

property. Section 2 was updated from our previous ordinance with exceptions for allowing alcohol at the City Park Building, City sponsored events and Idle Hour Lake. Councilmember Souders isn't sure about allowing alcohol at Idle Hour Lake. Attorney Jones recommended having the Chief of Police come to Council to answer questions about allowing alcohol at

the Lake.

UTILITY RECONNECTS Audree is collecting more information on how to handle the landlords in regards to meter

connect fees and will bring it to the next meeting.

BUDGET AMENDMENT The City went over the 2021 budget due to the utility emergency crisis in February.

Councilmember Carnahan moved and Souders seconded to approve the amended

certificate of the 2021 Budget Amendment. Motion carried.

2022 BUDGET Councilmember Carnahan moved and Souders seconded to approve the 2022 Budget as

presented. Motion carried.

Audree included line items for each utility for high volume sales so the City is covered in the

future.

TRASH ORDINANCE Audree asked Council about updating the Trash Ordinance to require all households with

utilities to have trash service through the City. Council agreed to add the trash

requirement. An updated ordinance will be sent to Council for approval.

MINUTES CITY OF ALTAMONT August 26, 2021 Page 2

KDOT

Council was presented with the new Connecting Links Agreement with KDOT. Most of the new requirements do not affect us, such as mowing since the City is already doing that.

Councilmember Carnahan moved and Cochran seconded to approve the new City Connecting Links Agreement. Motion carried.

PARK BUILDING

Brad Thompson from the LCHS Class of 2000 requested the use of alcohol at the Park Building on September 25, 2021.

Councilmember Carnahan moved and Cochran seconded to approve the use of alcohol at the City Park Building by the Class of 2000 Reunion on September 25 from 12 to 6 PM. Motion carried.

**KMEA** 

Councilmember Carnahan moved and Coffey seconded to appoint LeaAnn Myers to the Director 1 Position. Motion carried.

KMGA

Councilmember Carnahan moved and Coffey seconded to appoint LeaAnn Myers for the KMGA Director 1 Position. Motion carried.

Councilmember Cochran moved and Carnahan seconded to approve Brad Myers for the KMGA Alternate Position. Motion carried.

**CITY ADMINISTRATOR** 

Report written by Audree Aguilera. Fire truck / USDA Loan closing on August 27th; arrival by end of August. Trash truck anticipated arrival by end of August. Floodplain - KDA and FEMA will begin a floodplain mapping project for our area; this project will update the current floodplain maps. Budget - 2022 RNR and budget hearing set for August 26, 2021 at 7:00 PM. 2021 budget amendment hearing set for August 26, 2021 at 7:00 PM. American Rescue Plan – City of Altamont is anticipated to receive \$142,662. First disbursement anticipated in July; first half received on 7/15/2021, have until December 31, 2024 to expend funds. Funds can now also be expended on the February high bills. Lake swings anticipated arrival in mid-September; experiencing longer than normal shipment times due to Covid. Jim Peoples Meter – Utility department will trench to the garage from the house; Jim will supply the materials. This will eliminate the previous issue. House Assessment Tool (HAT)/ Low Moderate Income (LMI) Survey - LMI surveys have been sent out. Crosswalks / Huston Street - completed. Chip and seal - getting project scheduled and chips hauled from Pittsburg; scheduled for mid-September. Electric Utility – tabled; set for discussion in Fall 2021. Old fire department building – demolition in 2022 budget. Energy Crisis Committee – first meeting was 7/22/2021; recommendation to continue with KMGA. Sewer Lagoon Hedge/Fence – hedge row removal complete; fence construction has begun. Pole testing – loaned electric pole tester from KMEA to begin testing all our poles for replacement; over 100 poles tested so far. November General Election - the County has sent off the current ballot for the upcoming election. City Administrator resignation – last day will be September 3<sup>rd</sup>, 2021.

LABOR DAY

City Offices will be closed September  $\mathbf{6}^{th}$  in observation of Labor Day.

WATER DISTRICT

Councilmember Coffey stated the Water District is looking at a rate increase. They haven't had one since 2009. Mayor Hayward asked Councilmember Coffey to keep Council updated.

The Water District is looking at purchasing a mapping program. They are planning on allowing all the municipalities to use the software at no cost. It can help the communities with tracking water leaks. Councilmember Coffey believes the City could use it for other utilities as well.

COLLECTIONS

Collection Bureau of Kansas (CBK) is a collection agency for unpaid utility and court payments. We would like to look into using their services for collections. We will invite Chad Hollins to the next meeting.

ADJOURNMENT

Councilmember Cochran moved and Carnahan seconded to adjourn the Council meeting at 8:20 PM. Motion carried.

DATE COLUMN

DATE LeaAnn Myers, City Clerk

AP Check	Register (	APLT43)	PLT43) City of Altan		
	Check No	Check Date	Vendor No	Vendor Name	Check Amount
Bank No:	1 Acco	<b>unt:</b> 006572			
	34922	9/9/2021	61	ACE HARDWARE	\$23.40
	34923	9/9/2021	150	Altamont Builders Supply	\$915.52
	34924	9/9/2021	240	B&L Waterworks Supply	\$1,695.00
	34925	9/9/2021	80251	Bates Welding & Fencing	\$5,400.00
	34926	9/9/2021	248	BAUGHER EQUIPMENT, INC.	\$304.95
	34927	9/9/2021	79889	Border States Industries Inc	\$5,224.75
	34928	9/9/2021	80250	Brittany Lahey	\$40.00
	34929	9/9/2021	80255	Cara Comstock	\$180.00
	34930	9/9/2021	60	CITY OF ALTAMONT	\$3,991.73
	34931	9/9/2021	40	City of Altamont Petty cash	\$40.00
	34932	9/9/2021	79977	CNH INDUSTRIAL RETAIL ACCOUNTS	\$952.01
	34933	9/9/2021	79832	Core & Main	\$713.88
	34934	9/9/2021	79927	D GERBER COMMERCIAL POOL PRODUCTS &	\$754.16
	34935	9/9/2021	80064	Ditch Witch Financial Services	\$927.72
	34936	9/9/2021	1000	EVERGY	\$478.19
	34937	9/9/2021	563	Gades Sales Co. Inc.	\$1,021.96
	34938	9/9/2021	80229	GFL Environmental	\$3,065.08
	34939	9/9/2021	79573	Gilmore and Bell	\$3,500.00
	34940	9/9/2021	80059	Hockett's Auto & Diesel LCC	\$121.02
	34941	9/9/2021	740	HUGO'S INDUSTRIAL SUPPLY	\$657.71
	34942	9/9/2021	79855	Jay Hatfield Motorsports	\$145.45
	34943	9/9/2021	80254	Jeff Haraughty	\$79.79
	34944	9/9/2021	880	KANSAS ONE CALL SYSTEM INC	\$33.60

Operator: Imyers
Report ID: (APLT43)

AP Check Register (A	APLT43)			City of Altamont
Check No	Check Date	Vendor No	Vendor Name	Check Amount
34945	9/9/2021	971	KANSAS STATE TREASURER	\$655.00
34946	9/9/2021	100	Labette Avenue	\$521.02
34947	9/9/2021	1057	LABETTE COUNTY PUBLIC	\$594.27
34948	9/9/2021	1340	MIDWEST MINERALS, LLC	\$5,009.36
34949	9/9/2021	1439	NAPA	\$10.33
34950	9/9/2021	80160	Nash Services	\$3,264.80
34951	9/9/2021	1442	National Integrated Pest Mgt.	\$100.00
34952	9/9/2021	1444	National Sign Company Inc.	\$183.33
34953	9/9/2021	1550	O'REILLY AUTOMOTIVE INC	\$66.68
34954	9/9/2021	1598	Parcom Telephone Company	\$3,775.00
34955	9/9/2021	1600	PARSONS SUN	\$119.00
34956	9/9/2021	1680	PUBLIC WHOLESALE WATER SUPPLY	\$11,802.80
34957	9/9/2021	1682	Purple Wave	\$50.00
34958	9/9/2021	11067	SEK Shooting Sports	\$328.50
34959	9/9/2021	1930	Sherwin Williams of Parsons	\$217.99
34960	9/9/2021	79612	Southern Uniform & Equipment	\$215.59
34961	9/9/2021	80253	Susan Souders	\$40.00
34962	9/9/2021	2230	THOMAS IMPLEMENT	\$193.27
34963	9/9/2021	754	TouchTone Communications	\$137.69
34964	9/9/2021	79945	Vision Service Plan (CT)	\$194.16
			Bank Account Totals:	\$57,744.71
			Total Of Checks:	\$57,744.71

**Operator:** *Imyers* 9/7/2021 3:49:11 PM Page 2 of 2

Report ID: (APLT43)

AP Check	Check Register (APLT43)					City of Altamont
	Check No (	Check Date	Vendor No	Vendor Name		Check Amount
Bank No:	1 Accour	nt: 006572				
	34965	9/9/2021	404	Corner Store		\$1,353.58
					Bank Account Totals:	\$1,353.58
					Total Of Checks:	\$1,353.58

**Operator:** *Imyers* 9/7/2021 4:13:21 PM Page 1 of 1

Report ID: (APLT43)

Approved Invoices by	Vendor- Summary	C	ity of Altamon
Vendor Invoice	PO Description	Account Description	Invoice Amt
40 City of Altamont Petty			
09072021	Park Building Re	fund - Hestand Park Building Deposit Refunds	\$40.00
		Subtotal for Vendor 40 - City of Altamont Petty cash :	\$40.00
60 CITY OF ALTAMONT			
Utilities-6	utilities	Bldg Cost/ Utilities/ Phone	\$114.02
Utilities-6	utilities	Bldg Cost/ Utilities/ Phone	\$91.19
Utilities-6	utilities	Bldg Cost/ Utilities/ Phone	\$329.19
Utilities-6	utilities	Bldg Cost/ Utilities/ Phone	\$264.43
Utilities-6	utilities	Commodities	\$295.64
Utilities-6	utilities	Bldg Cost/ Utilities/ Phone	\$1,139.34
Utilities-6	utilities	Commodities	\$490.68
Utilities-6	utilities	Commodities	\$137.99
Utilities-6	utilities	Bldg Cost/ Utilities/ Phone	\$528.37
Utilities-6	utilities	Bldg Cost/ Utilities/ Phone	\$521.71
Utilities-6	utilities	Bldg Cost/ Utilities/ Phone	\$79.17
		Subtotal for Vendor 60 - CITY OF ALTAMONT :	\$3,991.73
61 ACE HARDWARE			
K25214	keys	Bldg Cost/ Utilities/ Phone	\$23.40
		Subtotal for Vendor 61 - ACE HARDWARE :	\$23.40
100 Labette Avenue			
083121	Rec Budget	Contractual	\$109.40
083121	Ads, ordinance p	publication Contractual	\$46.10
083121	Ads, ordinance p	publication Contractual	\$25.60
083121	Ads, ordinance p	publication Contractual	\$25.60
083121	Ads, ordinance p	publication Contractual	\$41.30
083121	Ads, ordinance p	publication Contractual	\$25.60
083121	Ads, ordinance p	publication Contractual	\$25.60
083121	Ads, ordinance p	publication Contractual	\$25.60
083121	Ads, ordinance p	oublication Contractual	\$196.22

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	oved Invoices by Vendo	or - Sammary		City of Altamon
Vendor Invoi	ce	PO Description	Account Description	Invoice Amt
100	Labette Avenue			
		Subtotal for Vendor	100 - Labette Avenue :	\$521.02
150	Altamont Builders Supply			
11545	1	Muriatic Acid	Contractual	\$35.96
11545	1	Shovel, tap, fuel mix, pliers, value, fuse, vol	tage, bulbs, pipe Commodities	\$151.91
11545	1	Shovel, tap, fuel mix, pliers, value, fuse, vol	tage, bulbs, pipe Commodities	\$151.91
11545	1	Shovel, tap, fuel mix, pliers, value, fuse, vol	tage, bulbs, pipe Commodities	\$151.92
11545	1	Shovel, tap, fuel mix, pliers, value, fuse, vol	tage, bulbs, pipe Commodities	\$151.91
11545	1	Shovel, tap, fuel mix, pliers, value, fuse, vol	tage, bulbs, pipe Commodities	\$151.92
11545	1	Metering Valve Faucet	Commodities	\$119.99
		Subtotal for Vendor	150 - Altamont Builders Supply :	\$915.52
240	B&L Waterworks Supply			
13143	1	Storm Dual Wall Pipe	Commodities	\$1,695.00
		Subtotal for Vendor	240 - B&L Waterworks Supply :	\$1,695.00
248	BAUGHER EQUIPMENT, INC.			
36565	79	Clutch	Commodities	\$200.00
36565	79	Clutch	Commodities	\$104.95
		Subtotal for Vendor	248 - BAUGHER EQUIPMENT, INC. :	\$304.95
563	Gades Sales Co. Inc.			
65124		time clock for school crossing, washer, bolts	s Commodities	\$1,021.96
		Subtotal for Vendor	563 - Gades Sales Co. Inc. :	\$1,021.96
740	HUGO'S INDUSTRIAL SUPPLY	(		
83120	21	cleaning supplies	Commodities	\$50.43
83120	21	cleaning supplies	Bldg Cost/ Utilities/ Phone	\$31.42
83120	21	cleaning supplies	Bldg Cost/ Utilities/ Phone	\$114.23
83120	21	cleaning supplies,trash bags	Bldg Cost/ Utilities/ Phone	\$92.33
83120	21	cleaning supplies,trash bags	Bldg Cost/ Utilities/ Phone	\$92.33
83120	21	cleaning supplies,trash bags	Bldg Cost/ Utilities/ Phone	\$92.32

Approved Invoices	ices by Vendor- Summary City of Altam			City of Altamon
Vendor				
Invoice	PO Desci	ription	Account Description	Invoice Amt
740 HUGO'S INDUST	RIAL SUPPLY			
8312021	cleanir	ng supplies,trash bags	Bldg Cost/ Utilities/ Phone	\$92.33
8312021	cleanir	ng supplies,trash bags	Bldg Cost/ Utilities/ Phone	\$92.32
		Subtotal for Vendo	r 740 - HUGO'S INDUSTRIAL SUPPLY	\$657.71
754 TouchTone Com	munications			
08242021	Long [	Distance	Bldg Cost/ Utilities/ Phone	\$17.53
08242021	Long [	Distance	Bldg Cost/ Utilities/ Phone	\$17.54
08242021	Long [	Distance	Bldg Cost/ Utilities/ Phone	\$25.00
08242021	Long [	Distance	Bldg Cost/ Utilities/ Phone	\$10.00
08242021	Long [	Distance	Bldg Cost/ Utilities/ Phone	\$17.54
08242021	Long [	Distance	Contractual	\$15.00
08242021	Long [	Distance	Bldg Cost/ Utilities/ Phone	\$17.54
08242021	Long [	Distance	Bldg Cost/ Utilities/ Phone	\$17.54
		Subtotal for Vendo	r 754 - TouchTone Communications :	\$137.69
880 KANSAS ONE C	ALL SYSTEM INC			
08-Altamt1-3	one ca	all locates	Contractual	\$11.20
08-Altamt1-3	one ca	all locates	Contractual	\$11.20
08-Altamt1-3	one ca	all locates	Contractual	\$11.20
		Subtotal for Vendo	r 880 - KANSAS ONE CALL SYSTEM I	\$33.60
971 KANSAS STATE	TREASURER			
09012021	GO Bo	ond fees	Contractual	\$655.00
		Subtotal for Vendo	r 971 - KANSAS STATE TREASURER	\$655.00
1000 EVERGY				
4205078300-821	electric	city	Bldg Cost/ Utilities/ Phone	\$23.94
4205078300-821	electric	city	Bldg Cost/ Utilities/ Phone	\$22.73
4205078300-821	electric	city	Contractual	\$431.52
		Subtotal for Vendo	r 1000 - EVERGY :	\$478.19

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Appro	oved Invoices by Vendor- Summary Cit			City of Altamon	
Vendor Invoic	ce	PO Description		Account Description	Invoice Amt
1057	LABETTE COUNTY PUBLIC				
1914		2 - culvert bar	nds 12", 8.63 Tons premix	Commodities	\$594.27
			Subtotal for Vendor 1057 -	LABETTE COUNTY PUBLIC :	\$594.27
1340	MIDWEST MINERALS, LLC				
083120	021	chips for chip	and seal, stock pile rock	Commodities	\$5,009.36
			Subtotal for Vendor 1340 -	MIDWEST MINERALS, LLC :	\$5,009.36
1439	NAPA				
54259		filters		Commodities	\$10.33
			Subtotal for Vendor 1439 -	NAPA:	\$10.33
1442	National Integrated Pest Mg	t.			
54947		pest control		Bldg Cost/ Utilities/ Phone	\$25.00
54947		pest control		Bldg Cost/ Utilities/ Phone	\$25.00
54947		pest control		Bldg Cost/ Utilities/ Phone	\$25.00
54947		pest control		Bldg Cost/ Utilities/ Phone	\$25.00
			Subtotal for Vendor 1442 -	National Integrated Pest Mgt.	\$100.00
1444	National Sign Company Inc.				
19831		Wastewater S	ign	Commodities	\$183.33
			Subtotal for Vendor 1444 -	National Sign Company Inc. :	\$183.33
1550	O'REILLY AUTOMOTIVE INC	<b>;</b>			
137292	2463	hinge pin, circ	uit, plastic weld, bulb, window handle	Vehicle	\$26.68
137292	2463	hinge pin, circ	uit, plastic weld, bulb, window handle	Vehicle	\$20.00
137292	2463	hinge pin, circ	uit, plastic weld, bulb, window handle	Vehicle	\$20.00
			Subtotal for Vendor 1550 -	O'REILLY AUTOMOTIVE INC	\$66.68
1598	Parcom Telephone Company	у			
083120	•	=	stem for City Hall	Commodities	\$455.00
083120	021		stem for City Hall	Commodities	\$455.00
083120	021	•	stem for City Hall	Commodities	\$455.00

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Approved Invoices	by Vendor- Sun	nmary		City of Altamon
Vendor Invoice	PO D	escription	Account Description	Invoice Amt
1598 Parcom Telepho	ne Company			
08312021	N	ew phone system for City Hall	Commodities	\$455.00
08312021	N	ew phone system for City Hall	Equipment	\$1,500.00
08312021	N	ew phone system for City Hall	Commodities	\$455.00
		Subtotal for Vendor	1598 - Parcom Telephone Company	\$3,775.00
1600 PARSONS SUN				
09152021	S	ubscription	Contractual	\$119.00
		Subtotal for Vendor	1600 - PARSONS SUN :	\$119.00
1680 PUBLIC WHOLE	SALE WATER SUPPLY	,		
2017-6	W	ater	Utility Costs	\$11,802.80
		Subtotal for Vendor	1680 - PUBLIC WHOLESALE WATE	\$11,802.80
1682 Purple Wave				
210810-30688	0	verpayment for missing part IF9932	Contractual	\$50.00
		Subtotal for Vendor	1682 - Purple Wave :	\$50.00
1930 Sherwin William	s of Parsons			
707281	P	aint for the Park Building	Commodities	\$217.99
		Subtotal for Vendor	1930 - Sherwin Williams of Parsons	\$217.99
2230 THOMAS IMPLE	MENT			
090321	F	reight, light, hub cab, PTO lock,	Contractual	\$56.15
090321	F	reight, light, hub cab, PTO lock,	Commodities	\$137.12
		Subtotal for Vendor	2230 - THOMAS IMPLEMENT :	\$193.27
11067 SEK Shooting S	ports			
11651A	A	mmo and hearing protection	Commodities	\$328.50
		Subtotal for Vendor	11067 - SEK Shooting Sports :	\$328.50
79573 Gilmore and Bel	I			
602652-20006	G	O Bond preparation	Contractual	\$3,500.00

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Approved Invoices by	Vendor- Su	mmary			City of Altamon
Vendor					
Invoice	PO I	Description		Account Description	Invoice Amt
79573 Gilmore and Bell					
			Subtotal for Vendor 79573 - Gili	nore and Bell :	\$3,500.00
79612 Southern Uniform & I	Equipment				
122169	F	Police Vest Carrier	•	Contractual	\$215.59
			Subtotal for Vendor 79612 - Sou	ıthern Uniform & Equipm	\$215.59
79832 Core & Main					
P342069	ŀ	nydrant, CI flat lid		Commodities	\$713.88
			Subtotal for Vendor 79832 - Cor	e & Main :	\$713.88
79855 Jay Hatfield Motorspo	orts				
153646	k	oelt, plug, washer		Vehicle	\$31.44
153646	k	oelt, plug, washer		Vehicle	\$31.45
153646	k	oelt, plug, washer		Vehicle	\$31.44
153646	k	oelt, plug, washer		Vehicle	\$31.44
153662	1	Drive belt, plug, wa	asher	Vehicle	\$19.68
			Subtotal for Vendor 79855 - Jay	Hatfield Motorsports :	\$145.45
79889 Border States Indust	ries Inc				
09012021	6	electricial supplies,	insulators, wireholder, LED lights	Commodities	\$5,224.75
			Subtotal for Vendor 79889 - Box	der States Industries Inc	\$5,224.75
79927 D GERBER COMMER	CIAL POOL PRO	DUCTS			
21327	E	Booster Pump		Commodities	\$754.16
			Subtotal for Vendor 79927 - D G	ERBER COMMERCIAL P	\$754.16
79945 Vision Service Plan (	CT)				
30 087141 0001-2	\	√ision insurance -	City's portion	Benefits	\$16.91
30 087141 0001-2	\	√ision insurance -	City's portion	Contractual	\$67.33
30 087141 0001-2	\	√ision insurance -	City's portion	Benefits	\$16.91
30 087141 0001-2		√ision insurance -	• •	Benefits	\$16.91
30 087141 0001-2		√ision insurance -	• •	Benefits	\$16.91

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Approved Invoices by Vendor- Summary City				City of Altamon	
Vendor					
Invoice	РО	Description		Account Description	Invoice Amt
79945 Vision Service P	lan (CT)				
30 087141 0001-2		Vision insurance - City's po	rtion	Benefits	\$31.71
30 087141 0001-2		Vision insurance - City's po	rtion	Benefits	\$10.57
30 087141 0001-2		Vision insurance - City's po	rtion	Benefits	\$16.91
		Subtot	al for Vendor 79945 -	Vision Service Plan (CT) :	\$194.16
79977 CNH INDUSTRIA	L RETAIL ACCOUN	TS			
1155721-1		Case Tractor		Contractual	\$952.01
		Subtot	al for Vendor 79977 -	CNH INDUSTRIAL RETAIL A	\$952.01
80059 Hockett's Auto 8	Diesel LCC				
1373		Police Oil Change		Vehicle	\$60.51
1374		Police Oil Change		Vehicle	\$60.51
		Subtot	al for Vendor 80059 -	Hockett's Auto & Diesel LCC	\$121.02
80064 Ditch Witch Fina	ncial Services				
2546556-1		Ditch Witch monthly payme	nt	Contractual	\$927.72
		Subtot	al for Vendor 80064 -	Ditch Witch Financial Servic	\$927.72
80160 Nash Services					
979616		Hauled Chips for Streets - 2	296.80 tons	Contractual	\$3,264.80
		Subtot	al for Vendor 80160 -	Nash Services :	\$3,264.80
80229 GFL Environmer	ital				
2251		Transfer Station Fees		Utility Costs	\$3,065.08
		Subtot	al for Vendor 80229 -	GFL Environmental :	\$3,065.08
80250 Brittany Lahey					
Lahey 8-21		Park Deposit Refund		Park Building Deposit Refunds	\$40.00
		Subtot	al for Vendor 80250 -	Brittany Lahey :	\$40.00
80251 Bates Welding &	Fencing				
380509	-	Lagoon Fence - Materials a	nd Labor	Capital	\$5,400.00

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Appro	oved Invoices by Ven	idor- S	Summary	City of Altamont		
Vendor Invoic	ce	РО	Description	Account Description	Invoice Amt	
80251	Bates Welding & Fencing					
			Su	ıbtotal for Vendor 80251 - Bates Welding & Fencing :	\$5,400.00	
80253	Susan Souders					
Soude	rs 8-21		Park Building Refund	Park Building Deposit Refunds	\$40.00	
			Su	ıbtotal for Vendor 80253 - Susan Souders :	\$40.00	
80254	Jeff Haraughty					
912021	1		Meter Deposit Refund	Contractual	\$79.79	
			Su	ubtotal for Vendor 80254 - Jeff Haraughty :	\$79.79	
80255	Cara Comstock					
090120	021		Meter Deposit Refund	Contractual	\$180.00	
			Su	ıbtotal for Vendor 80255 - Cara Comstock :	\$180.00	

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Vendor Invoice

PO Description

**Account Description** 

Invoice Amt

**Grand Total:** 

\$57,744.71

# Approved Invoices - Fund/Dept. Totals

Fι	und	Fund Total	Fund Name
01	General	Fund	
	01	General Government	\$2,510.13
	02	Gen Police	\$1,337.71
	03	General Court	\$41.30
	04	General Fire	\$137.99
	05	General Park	\$958.62
	11	Municipal Pool	\$1,929.46
			\$6,915.21
02	Public Sa	nfety Equipment	
	00	NonDepartmental	\$4,205.00
			\$4,205.00
03	Municipa	al Equipment Reser	
	00	NonDepartmental	\$1,879.73
			\$1,879.73
05	Recreation	on	
	00	NonDepartmental	\$109.40
			\$109.40
07	Special H	lighway Fund	
	00	NonDepartmental	\$9,890.39
			\$9,890.39
09	Lake Fu	nd	. ,

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Approved Invoic	es by Vendor- Summary		City of Altamont
Vendor Invoice	PO Description	Account Description	Invoice Amt
	00 NonDepartmental	\$1,112.58	
		\$1,112.58	
	50 Water Utility Fund		
	00 NonDepartmental	\$13,533.79	
		\$13,533.79	
	51 Electric Utility Fund		
	00 NonDepartmental	\$6,504.44	
		\$6,504.44	
	52 Gas Utility Fund		
	00 NonDepartmental	\$942.04	
		\$942.04	
	53 Sewer Utility Fund		
	00 NonDepartmental	\$3,009.45	
		\$3,009.45	
	54 Sanitation Utility Fund		
	00 NonDepartmental	\$3,915.56	
		\$3,915.56	
	59 Unapplied Credit		
	00 NonDepartmental	\$259.79	
		\$259.79	
	79 Sewer Reserve		
	00 NonDepartmental	\$5,400.00	
		\$5,400.00	
	82 Insurance Reserve Fund		
	00 NonDepartmental	\$67.33	

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Approved Invoices by Vendor- Summary			City of Altamont		
Vendor Invoice	РО	Description		Account Description	Invoice Amt
				\$67.33	
		_	Grand Total:	\$57,744.71	

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Approved Invoices by Vendor- Summary			City of Altamont
Vendor Invoice	PO Description	Account Description	Invoice Amt
404 Corner Store			
09062021	Fuel	Vehicle	\$72.80
09062021	Fuel	Vehicle	\$72.80
09062021	Fuel	Vehicle	\$72.80
09062021	Fuel	Vehicle	\$72.80
09062021	Fuel	Commodities	\$25.00
09062021	Fuel	Vehicle	\$10.00
09062021	Fuel	Vehicle	\$396.00
09062021	Fuel	Vehicle	\$631.38
	S	Subtotal for Vendor 404 - Corner Store :	\$1,353.58

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Vendor Invoice

PO Description

**Account Description** 

Invoice Amt

**Grand Total:** 

\$1,353.58

# Approved Invoices - Fund/Dept. Totals

Vhhi	OVE	u ilivoices -	Fund/Dept. Totals
F	und	Fund Total	Fund Name
01	General	Fund	
	02	Gen Police	\$631.38
	05	General Park	\$10.00
			\$641.38
09	Lake Fu	nd	
	00	NonDepartmental	\$25.00
			\$25.00
50	Water U	tility Fund	
	00	NonDepartmental	\$72.80
			\$72.80
51	Electric 1	Utility Fund	
	00	NonDepartmental	\$72.80
			\$72.80
52	Gas Utili	ty Fund	
	00	NonDepartmental	\$72.80
		_	\$72.80
53	Sewer Ut	tility Fund	
	00	NonDepartmental	\$72.80
		-	\$72.80
54	Sanitatio	n Utility Fund	
	00	NonDepartmental	\$396.00

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Approved Invoices by Vendor- Summary			City of Altamont		
Vendor Invoice	PO	Description		Account Description	Invoice Amt
				\$396.00	
		_	Grand Total:	\$1,353.58	

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# **Heather Beasley**

From: Darren Eichinger <deichinger@labettecounty.com>

Sent: Wednesday, September 1, 2021 10:21 AM

To:'Heather Beasley'Subject:RE: State StatutesAttachments:8-15,100.docx

Good morning Heather,

This is the statute that you are looking for. After reading it you should be good to go.

Darren Eichinger Labette Co. Sheriff SAEPE EXPERTUS, SEMPER FIDELIS, FRATRES AETERNI, (Often Tested, Always Faithful, Brothers Forever)

From: Heather Beasley <deputyclerk@altamontks.com>

Sent: Wednesday, September 1, 2021 8:39 AM

To: deichinger@labettecounty.com

Subject: State Statutes

## Good Morning,

I have attached the copies of the highlighted State Statutes that will be included for the Council Members. I have also attached a copy of the potential map to be ran that day. If you have any questions or think we need to add copies of anything else to their packets, please let me know.

Thanks so much for your help and time on this matter

Heather Beasley Deputy Clerk/Court Clerk City of Altamont PO Box 305 Altamont, KS 67330 (620)784-5612

#### 2020 Kansas Statutes

- 8-128. Registration of vehicles, exceptions. (a) The following need not be registered under this act, any:
- (1) Implement of husbandry;
- (2) all-terrain vehicle;
- (3) micro utility truck;
- (4) golf cart;
- (5) work-site utility vehicle;
- (6) road roller or road machinery temporarily operated or moved upon the highways;
- (7) municipally owned fire truck;
- (8) privately owned fire truck subject to a mutual aid agreement with a municipality;
- (9) school bus owned and operated by a school district or a nonpublic school that has the name of the municipality, school district or nonpublic school plainly painted thereon:
- (10) farm trailer used in carrying not more than 6,000 pounds owned by a person engaged in farming, which trailer is used exclusively by the owner to transport agricultural products produced by such owner or commodities purchased by the owner for use on the farm owned or rented by the owner of such trailer and the weight of any such farm trailer, plus the cargo weight of 6,000 pounds or less, shall not be considered in determining the gross weight for which the truck or truck tractor propelling the same shall be registered;
- (11) farm trailer used and designed for transporting hay or forage from a field to a storage area or from a storage area to a feedlot that is only incidentally moved or operated upon the highways, except that this paragraph shall not apply to a farm semitrailer: or
- (12) electric-assisted scooter.
- (b) Self-propelled cranes where the crane operator on a job site operates the controls of such crane from a permanent housing or module on the crane and the crane is not used for the transportation of property, except the property that is required for the operation of the crane itself and earth moving equipment that are equipped with pneumatic tires may be moved on the highways of this state from one job location to another, or to or from places of storage, delivery or repair, without complying with the provisions of the law relating to registration and display of license plates but shall comply with all the other requirements of the law relating to motor vehicles.
- (c) Oil well servicing, oil well clean-out or oil well drilling machinery or equipment need not be registered under this act but shall comply with all the other requirements of the law relating to motor vehicles.
- (d) A truck permanently mounted with a hydraulic concrete pump and placing boom may be moved on the highways of this state from one job location to another, or to or from places of storage delivery or repair, without being registered under this act, but shall comply with all the other requirements of the law relating to motor vehicles. The provisions of this subsection shall not apply to ready-mix concrete trucks.

  History: L. 1929, ch. 81, § 6; L. 1933, ch. 72, § 1; L. 1957, ch. 58, § 1; L. 1961, ch. 46, § 1; L. 1967, ch. 57, § 5; L. 1972, ch. 19, § 1; L. 1976, ch. 40, § 3; L. 1977, ch. 29, § 1;

L. 1980, ch. 30, § 1; L. 1981, ch. 34, § 1; L. 1984, ch. 27, § 2; L. 1988, ch. 40, § 2; L. 1994, ch. 235, § 2; L. 1995, ch. 61, § 1; L. 1996, ch. 220, § 4; L. 1997, ch. 119, § 2; L. 2001, ch. 41, § 1; L. 2001, ch. 211, § 1; L. 2006, ch. 136, § 1; L. 2007, ch. 140, § 5; L. 2008, ch. 167, § 4; L. 2009, ch. 119, § 5; L. 2019, ch. 61, § 10; July 1.

remainder in a special fund for expenses of issuing such permits.

(h) A nonhighway vehicle or salvage vehicle for which a nonhighway certificate of title or salvage title has been issued pursuant to this section shall not be deemed a motor vehicle for the purposes of K.S.A. 40-3101 to 40-3121, inclusive, and amendments thereto, except when such vehicle is being operated pursuant to subsection (g). Any person who knowingly makes a false statement concerning financial security in obtaining a permit pursuant to subsection (g), or who fails to obtain a permit when required by law to do so is guilty of a class C misdemeanor. (i) Any person who, on July 1, 1996, is the owner of an all-terrain vehicle, as defined in K.S.A. 8-126, and amendments thereto, shall not be required to file an application for a nonhighway certificate of title under the provisions of this section for such allterrain vehicle, unless the person transfers an interest in such all-terrain vehicle. (j) Any person who, on July 1, 2006, is the owner of a work-site utility vehicle, as defined in K.S.A. 8-126, and amendments thereto, shall not be required to file an application for a nonhighway certificate of title under the provisions of this section for such work-site utility vehicle, unless the person transfers an interest in such work-site utility vehicle.

History: L. 1975, ch. 31, § 3; L. 1976, ch. 45, § 1; L. 1976, ch. 41, § 2; L. 1980, ch. 38, § 1; L. 1980, ch. 39, § 1; L. 1984, ch. 35, § 1; L. 1984, ch. 25, § 10; L. 1988, ch. 44, § 1; L. 1990, ch. 35, § 4; L. 1993, ch. 176, § 9; L. 1996, ch. 260, § 7; L. 1998, ch. 154, § 1; L. 1999, ch. 114, § 8; L. 2000, ch. 73, § 5; L. 2002, ch. 134, § 10; L. 2003, ch. 30, § 7; L. 2004, ch. 132, § 3; L. 2006, ch. 135, § 3; L. 2012, ch. 130, § 5; L. 2014, ch. 58, § 1; L. 2016, ch. 49, § 2; July 1.

#### 2020 Kansas Statutes

- 8-198. Nonhighway and salvage vehicles exempt from registration; nonhighway certificates of title and salvage titles; permit for temporary operation; rebuilt or restored salvage vehicle; rebuilt salvage title; notice attached to rebuilt vehicle; penalties; all-terrain vehicles; work-site utility vehicles; travel trailers; no-fault insurance law inapplicable, exception. (a) A nonhighway or salvage vehicle shall not be required to be registered in this state, as provided in K.S.A. 8-135, and amendments thereto, but nothing in this section shall be construed as abrogating, limiting or otherwise affecting the provisions of K.S.A. 8-142, and amendments thereto, which make it unlawful for any person to operate or knowingly permit the operation in this state of a vehicle required to be registered in this state.
- (b) Upon the sale or transfer of any nonhighway vehicle or salvage vehicle, the purchaser thereof shall obtain a nonhighway certificate of title or salvage title, whichever is applicable, in the following manner:
- (1) If the transferor is a vehicle dealer, as defined in K.S.A. 8-2401, and amendments thereto, and a certificate of title has not been issued for such vehicle under this section or under the provisions of K.S.A. 8-135, and amendments thereto, such transferor shall make application for and assign a nonhighway certificate of title or a salvage title, whichever is applicable, to the purchaser of such nonhighway vehicle or salvage vehicle in the same manner and under the same conditions prescribed by K.S.A. 8-135, and amendments thereto, for the application for and assignment of a certificate of title thereunder. Upon the assignment thereof, the purchaser shall make application for a new nonhighway certificate of title or salvage title, as provided in subsection (c) or (d).
- (2) Except as provided in K.S.A. 8-199(b), and amendments thereto, if a certificate of title has been issued for any such vehicle under the provisions of K.S.A. 8-135, and amendments thereto, the owner of such nonhighway vehicle or salvage vehicle may surrender such certificate of title to the division of vehicles and make application to the division for a nonhighway certificate of title or salvage title, whichever is applicable, or the owner may obtain from the county treasurer's office a form prescribed by the division of vehicles and, upon proper execution thereof, may assign the nonhighway certificate of title, salvage title or the regular certificate of title with such form attached to the purchaser of the nonhighway vehicle or salvage vehicle. Upon receipt of the nonhighway certificate of title, salvage title or the regular certificate of title with such form attached, the purchaser shall make application for a new nonhighway certificate of title or salvage title, whichever is applicable, as provided in subsection (c) or (d).
- (3) If the transferor is not a vehicle dealer, as defined in K.S.A. 8-2401, and amendments thereto, and a certificate of title has not been issued for the vehicle under this section or a certificate of title was not required under K.S.A. 8-135, and amendments thereto, the transferor shall make application to the division for a nonhighway certificate of title or salvage title, whichever is applicable, as provided in this section, except that in addition thereto, the division shall require a bill of sale or such transferor's affidavit, with at least one other corroborating affidavit, that such transferor is the owner of such nonhighway vehicle or salvage vehicle. If the division is satisfied that the transferor is the owner, the division shall issue a nonhighway certificate of title or salvage title, whichever is applicable, for such vehicle, and the transferor shall assign the same to the purchaser, who shall make application for a new nonhighway certificate of title or salvage title, whichever is applicable, as provided in subsection (c) or (d).
- (c) Every purchaser of a nonhighway vehicle, whether assigned a nonhighway certificate of title or a regular certificate of title with the form specified in subsection (b)(2) attached, shall make application to the county treasurer of the county in which such person resides for a new nonhighway certificate of title in the same manner and under the same conditions as for an application for a certificate of title under K.S.A. 8-135, and amendments thereto. Such application shall be in the form prescribed by the director of vehicles and shall contain substantially the same provisions as required for an application under K.S.A. 8-135(c)(1), and amendments thereto. In

2019 Kansas Statutes 8-15,100. Operation of all-terrain vehicles; where; when; exceptions.

(a) Except as provided in subsection (b), (c) or (d), it shall be unlawful for any person to operate an all-terrain vehicle: (1) On any interstate highway, federal highway or state highway; or (2) within the corporate limits of any city unless authorized by such city. (b) Notwithstanding the provisions of subsection (a), all-terrain vehicles owned and operated by a county noxious weed department, or all-terrain vehicles owned and operated by persons contracting with a county noxious weed department or the Kansas department of transportation may be allowed to operate such all-terrain vehicles upon the right-of-way of any federal highway or state highway for the purpose of eradicating noxious weeds and such all-terrain vehicles may be operated incidentally upon such federal highway or state highway. (c) Notwithstanding the provisions of subsection (a), all-terrain vehicles may be operated to cross a federal highway or state highway. (d) Notwithstanding the provisions of subsection (a)(1), persons engaged in agricultural purposes may operate an all-terrain vehicle on a federal highway or state highway under the following conditions: (1) The operator of the all-terrain vehicle must be a licensed driver and be operating within the restrictions of the operator's license; (2) the federal highway or state highway must have a posted speed limit of 65 miles per hour or less; (3) the operator of the all-terrain vehicle must operate the all-terrain vehicle as near to the right side of the roadway as practicable, except when making or preparing to make a left turn; and (4) the purpose of the trip using the all-terrain vehicle must be for agricultural purposes. (e) No all-terrain vehicle shall be operated on any public highway, street or road between sunset and sunrise unless equipped with lights as required by law for motorcycles. (f) This section shall be part of and supplemental to the uniform act regulating traffic on highways. History: L. 1996, ch. 220, § 2; L. 2007, ch. 140, § 7; L. 2019, ch. 61, § 5; July

#### ORDINANCE NO. 631

AN ORDINANCE SETTING FORTH UTILITY METER DEPOSITS, SERVICE CONNECTION FEES, RECONNECT FEES AND DISCONNECT FEES FOR THE CITY OF ALTAMONT MUNICIPALLY OWNED UTILITIES AND REPEALING ORDINANCE NO. 598 AND ANY ORDINANCES OR SECTIONS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

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

SECTION 1. Utility Meter Deposits will be required for guarantee of payment of bills. Utility Meter Deposits will be refunded to the customer by the City Clerk whenever the service is disconnected, provided that if any amount shall be due and unpaid for service at the time the service is discontinued, or if the meters furnished shall be damaged in any way except by ordinary wear that the whole of such deposit or as much thereof as is necessary to pay the amount due the City shall be furnished from the deposit. After a depositor has had a successful record of utility payments which shall be defined as not being delinquent in the payment of any utility charge for a period of twelve (12) consecutive months, the deposit shall be returned to the depositor in full by the City Clerk. Any late payment or failure to pay in the twelve (12) month cycle shall be considered a delinquency and the depositor shall have to start his or her twelve (12) month cycle anew. Any deposit returned to a depositor during the calendar year by the City Clerk shall not draw interest. In the event that the depositor is a renter the criteria as stated above shall be followed EXCEPT such depositor must not be delinquent with any utility payment for a period of thirty-six (36) consecutive payments.

SECTION 2. The Utility Meter Deposit shall apply to all new customers. The deposits of present customers are not to be increased so long as they continue to purchase utility services from the City of Altamont and keep their bills current. Should any customer be disconnected for non-payment of bills, then the City shall require the Utility Meter Deposit be increased to the amounts provided for in this ordinance.

SECTION 3. In lieu of a Utility Meter Deposit as listed in this Ordinance, a satisfactory letter of credit or other documentation evidencing a satisfactory history of utility payments from an Electric or Gas Company for a minimum of the previous twelve (12) months with no late payments may be accepted by the City Clerk. Or a letter accepting responsibility of such Utility bill from a parent, relative or friend, provided that individual has excellent credit history with no late payments for the previous 12 months with the City of Altamont may be accepted.

SECTION 4. Each Consumer of the City of Altamont shall pay to the City Office a Utility Meter Deposit in the amount as follows:

Residential Electric Service \$120.00 Residential Gas Service \$120.00 Residential Water Service \$60.00

SECTION 5. Each Commercial or Industrial Consumer shall deposit with the City Office at the time of applying for Utility Service a sum equal to the estimated charge for such requested service or services for a two (2) month period of service, such amount to be determined by the City Governing Body or a designated agent.

SECTION 6. Each Consumer shall pay a Non-refundable service connect fee of \$30.00 each meter for Electric, Gas and Water. This fee shall be paid to the City Office at the time application is made for the service, or upon any change of consumer or service at any residential, commercial, or service at any residential, commercial, or industrial location. A waiver for connect fees is in effect for the City owned softball field.

SECTION 7. Any consumer who for any reason disconnects service with the City of Altamont or for non-payment, shall pay a reconnect fee of \$30.00 per each utility meter when they choose to have their service reconnected. For non-pay consumers this fee will be in addition to the delinquent amount due and all delinquent amounts and fee(s) must be paid prior to reconnection of services. Any consumer who moves without paying the final bill will be assessed a disconnect fee of \$30.00 per utility meter before sending the unpaid balance to collections.

SECTION 8. Any owner or landlord of a premise who already has an account established with the City for utility services, shall not be assessed another service connection fee; each time the said utility services revert back to the same owner or landlord as a result of the termination of a lease or rental agreement of the same premise.

SECTION 9. Citizen/debtor shall pay any and all charges related to the reasonable costs of collection of any fine/fee/costs of services, as well as any costs/assessments for clean-up of the property for a municipal violation that is the issue herein. This specifically applies to, but is not limited to, charges for water, trash, electricity, wastewater, natural gas, property code violation fines, parking tickets, municipal court fines, fees, court costs, interest accrued thereon, and any other debt due and owing to the municipality. The costs of collection include, but are not limited to, court costs, surcharges, attorney fees, and collection agency fee, except that such costs of collection may not include both attorney fees and collection agency fees.

SECTION 10. All other Ordinance or sections of Ordinances in conflict with this ordinance is hereby repealed.

SECTION 11. This Ordinance shall be in full force and effect from and after its passage and publication once in the Official City Newspaper.

PASSED AND APPROVED by the governing Body of the City of Altamont, Kansas on September 9, 2021.

	Richard O. Hayward, Mayor
ATTEST:	
LeaAnn Myers, City Clerk	

## ORDINANCE # 620

AN ORDINANCE PROVIDING MUNICIPAL SERVICE FOR THE COLLECTION OF SOLID WASTE; SETTING FORTH THE AUTHORITY OF THE SANITIATION OFFICER; PRESCRIBING REGULATIONS FOR THE STORING AND COLLECTION OF SOLID WASTE, PROVIDING FOR THE MAINTENANCE OF SANITARY CONDITIONS ON PUBLIC AND PRIVATE PREMISES; PROVIDING FOR THE IMPOSITION AND COLLECTION OF FEES, PROVIDING PENALTIES FOR VIOLATION AND REPEALING ORDNANCE NO 587.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ALTAMONT, KANSAS. SECTION 1: DEFINITIONS. For the purpose of this ordinance, the following terms, phrases, words, and their derivations will have the following meaning:

- a. "City" is the City of Altamont.
- b. "Garbage" is decayed animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food or biodegradable waste.
- c. "Sanitation Officer" is the Mayor of Altamont or his authorized representative.
- d. "Person" is any person, firm, partnership, association, corporation, company, or organization of any kind
- e. "Refuse" is all decayed and non-decayed solid wastes, except body wastes and other wastes ordinarily disposed of through a sewer system, and includes garbage, rubbish, ashes, street cleaning, dead animals, solid market and industrial wastes, paper, cardboard, tin cans, yard clippings, tree limbs, appliances, wood, glass, and similar materials.
- f. "Bulky Waste" means any waste whose large size or shape, or for any other reason, precludes or complicates the handling by normal collection, processing, or disposal methods, and will include, but not be limited to refrigerators or other large household appliances, hot water tanks, building stones, large pieces of concrete, construction or demolition refuse, motor vehicles, and trees or limbs exceeding four feet in length and not tied in bundles of sixty five pounds; or less.
- g. "Hazardous Waste" will include but not limited to waste containing liquids of any kind in excess of fifty percent by weight; volatile waste, paint or paint waste, dry cleaning fluids, oil sludge, acids, caustics, poisons, drugs and like materials, pathological wastes, biological wastes, explosive material or waste, radioactive waste, pesticides and septic tank cleanings or waste.
- h. "Commercial Waste" is all refuse emanating from establishments engaged in business including, but not limited to stores, markets, office buildings, restaurants, shopping centers, theaters, hospitals, governments and nursing homes.
- i. "Polycart" is for temporary storage of household trash.

SECTION 2. COLLECTION BY CITY. All refuse accumulated in the City will be collected, conveyed, and disposed of by the City, its agents or employees. No person will collect or convey over any of the streets or alleys of the City, or dispose of any refuse accumulated in the City, except that bulky wastes and hazardous wastes may be collected, transported, and disposed of by the producers or owners thereof, or by private contractors.

SECTION 3. COLLECTION AND TRANSPORTATION SUPERVISED BY SANITATION OFFICER. All refuse accumulated in the City, including hazardous wastes and bulky wastes, shall be stored, collected, transported, and disposed of under the supervision of the Sanitation Officer. Said officer will have the authority to make regulations concerning the days of collection, type and location of waste containers, and such other matters pertaining to the storage. Collection, transportation and disposal of refuse and solid wastes as he shall find necessary, and to change and modify the same from time to time. The Sanitation Officer may classify certain wastes as hazardous wastes or bulky wastes which will require special handling and which should be disposed of only in a manner acceptable to the Sanitation Officer.

SECTION 4. FEES. The fees for collection, transportation, and disposal of solid wastes and refuse shall be as follows:

- b. Residential or home business. For each single-family household unit or home business, \$17.00 per month per unit for once a week pickup. Residents may request up to two (2) additional polycart(s) from the City of Altamont with a minimum of 3 months of service. Residents will be charged \$23.00 per month for 2 polycarts of trash. Residents will be charged \$27.00 per month for 3 polycarts of trash. If any trash (including leaves not during designated weeks) is placed outside the polycart a \$35 fee per pickup will be assessed.
- c. Commercial, Business, Industrial, Manufacturing and All other Persons. The monthly rate for all commercial, business, industrial, manufacturing and all other persons and establishments of every kind and nature within the City Limits of Altamont, Kansas, shall be as follows: \$17.00 per month for once a week pickup. Businesses may request up to two (2) additional polycart(s) from the City of Altamont with a minimum of 3 months of service. Businesses will be charged \$23.00 per month for 2 polycarts of trash. Businesses will be charged \$27.00 per month for 3 polycarts of trash. If any trash (including leaves not

during designated weeks) is placed outside the polycart a \$35 fee per pickup will be accessed.

- d. Dumpsters will be provided upon request and availability and will be charged as follows: \$60.00 per month for once a week pickup. Any additional dumps shall be \$10.00 per dumpster for each pickup. All sites where a dumpster is placed must have a concrete pad 8 foot x 8 foot and 4 inches thick.
- d. Rural residence that choose to deposit their refuse in the City Dumpster will be charged as follows: \$23.00 per month with a minimum of six months of service.
- e. If resident remove(s) polycarts from the assigned residence or location, a \$60 fee will be applied to utility bill.

# FEE SCHEDULE

1 Polycart	\$17.00
2 Polycarts	\$23.00
3 Polycarts	\$27.00
Dumpster 1x week pickup	\$60.00
Dumpster 2x week pickup	\$100.00
Dumpster 3x week pickup	\$140.00
Rural Trash	\$23.00

SECTION 5. Fees and charges for Sanitation Service will be collected by the City Clerk of the City of Altamont, and such fees and charges will be added to and noted on the monthly utility bills sent to all such customers and users of the City utilities, and shall be paid in the same manner at the same time as other utility bills. Any and all persons using a City of Altamont water utility service within the Corporate City limits will be assessed the minimum monthly charge for sanitation services. Persons and establishments not connected with municipal utilities shall be billed at the end of each month, and fees shall be paid on or before the 15th day of the following month. If any such fees and charges are not paid when due, a 10 percent penalty will be added to the amount due. If the fees and charges are not paid within 5 days after the day due the collection of wastes from the premise of the person thus failing to pay shall at the option of the City, be discontinued, and such collection shall not be resumed until all collection charges against the premises have been paid. The City may assess additional delinquent fees or charges for those who do not pay within the time prescribed. All fees and charges not paid in the time prescribed shall be assessed, turned over to collections or against the lot or parcel of land from which the waste was removed, and City Clerk shall, at the time of certifying other City taxes, certify the unpaid portion of said fees and charges, including delinquent fees and the County Clerk shall extend the same on the tax rolls of the County against said lot or parcel of land.

SECTION 6. Providing polycart containers. The City of Altamont will provide each dwelling unit with one portable numbered polycart. Lost, stolen or damaged containers, or containers deemed no longer usable due to the placement of oversized items therein, will be replaced at the customer's cost by the City of Altamont. The customer will be responsible for clean-up of solid waste scattered or spilled by animals, wind, or other causes before arrival of the collection crew.

SECTION 7. POLYCART CONTAINERS FOR COLLECTION. Place all household trash in a 1.5 mil minimum plastic trash bag tied to the top or properly sealed trash compactor bags. The Sanitation Officer shall have the authority to refuse collection service for failure to provide and maintain proper or adequate containers. Residents at any time can take their household trash to the dumpsters located under the water tower at 6<sup>th</sup> & Wells Streets. Polycart containers shall be placed in a clearly accessible and uncluttered area to minimize risk of injury to the collector. Dogs tethered near solid waste containers must be where they cannot interfere with the collection of solid waste. Containers shall be removed from street side within 24 hours after collection. The city shall not be responsible for the security of containers after the collection crew has departed. All polycarts must be placed at street side before 7 a.m. on the scheduled day of collection. All trash must be contained in the provided polycart so that the lid will close properly. Polycarts should be placed no more than 6 feet away from the edge of street and no closer than 5 feet from any vehicle, mailbox or fence for easy access for collector. However the Sanitation Officer may grant approval for other collection and storage sites or areas. All polycarts must be removed from street side within 24 hours. There is a limit of three (3) polycarts per residence or business.

SECTION 8. COLLECTION OF LEAVES AND GRASS. Options for all leaves, grass, clippings, and trimmings from bushes, trees, or shrubs *shall be transported to the burn site by the owner* or the City will designate times to pick-up bagged leaves. However, in the event a storm causes extensive or unusual damage to growing trees or shrubs the City may grant a moratorium on the enforcement of this provision and may permit, for a reasonable length of time, all persons, to store, collect, and dispose of trees, tree limbs, shrubs, and brush in some other manner not inconsistent with the public health, safety, and welfare. The City of Altamont has a burn policy for burning brush. The policy is available on the altamontks.com website or a copy may be obtained at the City Office. Burning leaves is prohibited at any time.

SECTION 9. STORING OF WASTE. No person shall place or store any wastes in any street, alley, or other public place, or upon any private property, whether owned by such person or not, within the city,

except it be in proper containers approved by the Sanitation Officer. Residential polycarts shall be stored upon the residential premises. Commercial waste containers shall be stored upon private property, unless the owner shall have been granted permission from the Sanitation Officer to use public property for such purposes. The storage site shall be well drained and fully accessible to collection equipment, public health personnel, and fire inspection personnel. All waste containers shall be placed for collection at ground level.

#### SECTION 10. SCATTERING OF WASTES; UNAUTHORIZED ACCUMULATION.

- a. It shall be unlawful for any person to throw, place, deposit, or allow to accumulate, leave, or cause to be placed or deposited on any parking, sidewalk, gutter, street, alley, park, or public grounds, any refuse or solid wastes, provided, however, that nothing will prevent persons with permission of the Sanitation Officer, from encumbering streets or alleys with building materials for purposes of construction, remodeling, or repairing any building, structure, or things, which materials shall be removed within a reasonable time of completion of said work.
- b. Every person, including the owner and occupant of any premises within the city limits of Altamont, Kansas, shall maintain his premises in a clean and sanitary manner, free from all refuse and solid waste. c. Every owner or occupant of any premises within the City of Altamont Kansas, shall dispose of all refuse in a clean and sanitary manner, placing the same in approved containers for collection and disposal by the City, its agents or employees.
- d. It shall be unlawful to accumulate refuse, solid waste or garbage in any manner not approved by the Sanitation Officer, and any such unauthorized accumulation is hereby declared to be a nuisance, and is prohibited.

SECTION 11. ENFORCEMENT PROVISIONS. The Sanitation Officer is hereby authorized to exercise such powers as may be necessary to carry out the purposes and provisions of this ordinance. Included in said powers is the right to inspect all phases of waste management within the City. The Sanitation Officer has the right to enter upon the premises for the purposes of making examinations and inspections provided that such entry shall be made in such manner as to cause the least possible inconvenience to the persons in possession. In all instances where inspections by the Sanitation Officer reveal violations of this ordinance, the sanitation Officer shall issue notice to the violating persons for each such violation stating the violation or violations found, the time and date of said violations, and corrective measure to be taken, together with the time in which said correction will be made. When corrective measures have not been taken within the time specified in the notice, the Sanitation Officer shall execute a complaint in the Municipal Court of the City of Altamont, charging said person or persons with a violation or violations of this ordinance. In those cases where an extension of time will permit correction, and there is no public health hazard created by the delay, one extension of time, not to exceed the original time period, may be granted by the Sanitation Officer before he executes the complaint.

SECTION 12. COLLECTION FREQUENCY. All residential wastes other than bulky wastes, shall be collected once each week. All commercial wastes shall be collected at least once each week, or at more frequent intervals as may be fixed by the Sanitation Officer upon a determination that more frequent collections are necessary for the preservation of the health or safety of the public and general appearance. Additional fees may apply.

SECTION 13. WASTE BECOMES PROPERTY Of THE CITY. All solid waste and refuse, upon collection and removal from the premises, shall be owned by the City, and no person shall retain any right, title, or interest therein.

SECTION 14. BURNING OF WASTE. The burning of waste, rubbish, or refuse of any kind shall be prohibited at all times.

SECTION 15. PENALTY. Any person who shall violate any of the terms and provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined in any sum not exceeding Two Hundred Fifty Dollars (\$250.00) or sentenced to confinement for a term not exceeding thirty (30) days, or both so fined and imprisoned, and each day that any such violations exists and continues shall be and constitute a separate offense.

SECTION 16. All Ordinances or parts of ordinances of the City of Altamont, Kansas relating to Sanitation utility rates in conflict with this ordinance or any part hereof are hereby repealed.

SECTION 17. This ordinance shall take effect and be in force from and after its passage, approval and publication once in the Official City Newspaper.

PASSED AND APPROVED by the Governing Body and signed by the Mayor of the City of Altamont, Kansas on November 12, 2020.

ATTEST: LeaAnn Myer, City Clerk

#### **ORDINANCE #630**

AN ORDINANCE PROHIBITING THE DRINKING OF ANY CEREAL MALT BEVERAGE OR ALCOHOLIC LIQUOR, OR HAVING POSSESSION OF ANY CEREAL MALT BEVERAGE OR ALCOHOLIC LIQUOR IN ANY OPEN CONTAINER, IN OR UPON ANY PUBLIC PARK, STREET, ALLEY, SIDEWALK, PUBLIC BUILDING, OR ANY BUILDING OR PREMISES TO WHICH THE GENERAL PUBLIC HAS ACCESS, IN THE CITY OF ALTAMONT, KANSAS, OR OWNED BY SAID CITY OUTSIDE THE CITY LIMITS; EXCEPT PREMISES LICENSED TO SELL CEREAL MALT BEVERAGES FOR CONSUMPTION ON THE PREMISES; AND REPEALING ORDINANCE #379.

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

SECTION 1. *Prohibited*. It is unlawful for any person to sell, serve, dispense or consume any alcoholic liquor or cereal malt beverage in or upon any street, avenue, alley, sidewalk, parkway, right-of-way, parking lot or other such similar public place open to use by the public or where the public may congregate, whether owned publicly or privately, or within any vehicle in or upon such place.

SECTION 2. Exceptions. Section 1 of this ordinance shall not apply to the following:

- a. City Park Building and City Park, including but not limited to the large shelter, patio, and park when managed by the City, which are located in the City, provided that the sale, serving, dispensing and consumption is in accordance with terms and conditions outlined in the City Park Building Application and further provided the City Council or their designee does not conclude the activity would be contrary to the public health, safety or welfare.
- b. City-sponsored or other City approved events, provided that the sale, serving, dispensing and consumption are in accordance with written standards designed for each specific event approved by the City Council or their designee.
  - c. Idle Hour Lake is exempt from Section 1 of this ordinance.
- d. Any other exceptions to the prohibitions of this section must be presented and approved by the City Council.

SECTION 3. This Ordinance shall not prohibit the consumption or possession of any cereal malt beverage in any place of business duly licensed as provided by law to sell cereal malt beverages for consumption on the premises and in accordance with the laws regulating the same.

SECTION 4. Any person violating any of the provision of this Ordinance shall be deemed guilty of a Class C violation and upon conviction thereof shall be punished by a fine of not more than five-hundred dollars (\$500.00) and court costs or by confinement in the City of County Jail of not more than one (1) month, or by both such fine and confinement.

SECTION 5. This Ordinance shall take effect and be in force from and after its publication in the official City paper.

PASSED AND APPROVED by the Governing	ng Body, this 26th day of August, 2021.
Richard Hayward, Mayor	
Attest:	
LeaAnn Myers, City Clerk	

#### **RESOLUTION NO. 288**

**WHEREAS** the City of Altamont (the "Lessee") is a political subdivision duly organized under the constitution and laws of the State of Kansas; and

**WHEREAS,** it is hereby determined that a true and real need exists for the acquisition of one Leach 20 cubic yard Alpha III rear load refuse packer (the "Equipment"); and

WHEREAS, it is necessary and desirable and in the best interest of the Lessee, as lessee, to enter into an Equipment Lease Purchase Agreement (the "Agreement") with Mills Capital Partners and/or Assignee, or another entity stated therein, as lessor (the "Lessor"), for the purposes described therein, including the leasing of the Equipment;

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

**Section 1.** The Agreement, in substantially the same form as presented to this meeting, and the terms and performance thereof are hereby approved, and the Manager of the Lessee is hereby authorized to execute and deliver the Agreement on behalf of the Lessee, with such changes therein as shall be approved by such officer, such approval to be conclusively evidenced by such officer's execution thereof.

**Section 2.** The Procurement Contract dated September 9, 2021, between the Lessee and Key Equipment & Supply Co. (the "Procurement Agreement"), in substantially the same form as presented to this meeting, and the terms and performance thereof is hereby approved, and a duly authorized officer of the Lessee is hereby authorized to execute and deliver the Procurement Agreement on behalf of the Lessee, with such changes therein as shall be approved by such officer, such approval to be conclusively evidenced by such officer's execution thereof.

**Section 3.** The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Agreement and the Procurement Contract.

**Section 4.** This Resolution shall take effect and be in full force immediately after its adoption by the governing body of the Lessee.

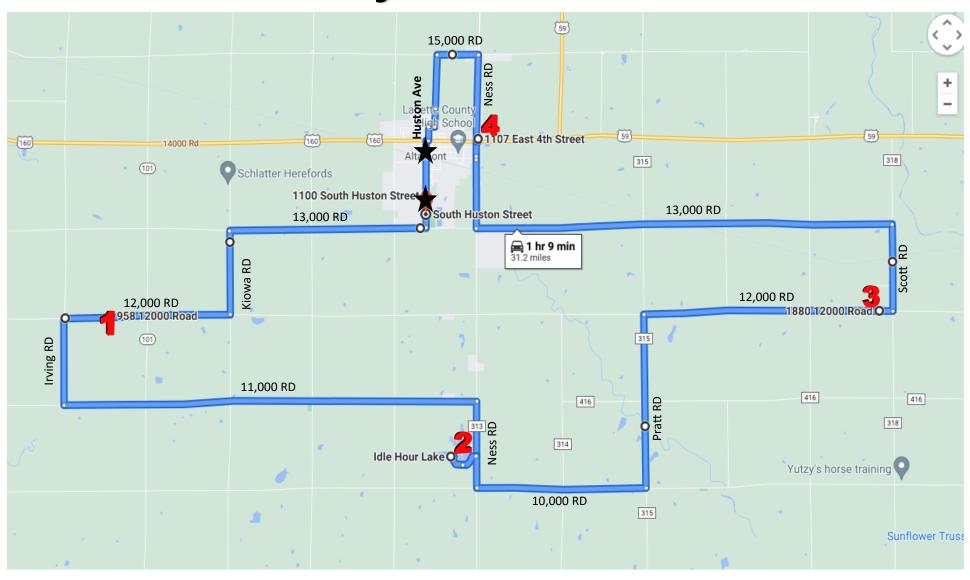
**PASSED AND ADOPTED** by the governing body of the City of Altamont, Kansas this 9th day of September, 2021.

City of Altamont

ATTEST:

LeaAnn Myers, City Clerk

# 1st Annual Chasing Daylight UTV Poker Run Saturday, November 6, 2021



Start - McMillian Park - 1100 S Huston Ave 1st Stop - 958 12000 Rd 2nd Stop - 10500 Ness Rd 3rd Stop - 1880 12000 Rd 4th Stop - Corner Store -1107 E 4th St End - City Office - 407 S Huston Ave



AMWINS ACCESS INSURANCE SERVICES, LLC. 1400 Opus Place, Suite 800 Downers Grove, IL 60515 (630) 599-7837 Fax: (630) 645-0501

# **ACCESS**

Enclosed you will find an admitted Commercial Liability quote for City of Altamont KS. The quote number is MSE021G9599.

Section I- Details the premiums, taxes and fees associated with this account. In addition, it provides the Underwriting Notes and covers any of the additional underwriting information that might be needed prior to binding or within 21 days of the inception date.

**Section II-** Covers the events, locations, dates and corresponding classifications with exposures.

Section III- Lists the required coverage forms, notices, endorsements and exclusions.

Section IV- Offers optional coverages that are available to the applicant but are not currently included in the quote.

In addition we have included some materials that will assist in the evaluation of this offer of coverage.

- A pre-filled application that includes the information you have already provided and notates missing information with a black arrow in the margin
- A Point of Sale piece that provides some claims scenarios this account may encounter and a coverage checklist that can be compared to the quotation of another carrier.

For your convenience, an area on page 1 of the quote has been provided to record your requested effective date and which optional coverages you might want to include when you are ready to bind coverage.

We invite you to contact us to discuss the benefits of any coverages, the costs associated or simply to provide feedback! We welcome the opportunity to talk with you about this quote.

Thank you for the opportunity to quote this account!

Sincerely, Debbie Pope AMWINS ACCESS INSURANCE SERVICES, LLC. (630) 599-7837



AMWINS ACCESS INSURANCE SERVICES, LLC. 1400 Opus Place, Suite 800 Downers Grove, IL 60515 (630) 599-7837 Fax: (630) 645-0501

# **ACCESS**

MSE021G9599

Quote is valid until 10/30/2021

Re: City of Altamont KS

To:

Attn:
Commission: \_\_\_\_\_%

From: Debbie Pope

debbie.pope@amwins.com / (630) 599-7837

Please bind effective:
Insured email address:
Insured phone number:
Confirm optional coverages:  Do not include any optional coverages.
Include the following optional coverages from Section V
(Taxes & Fees may apply to optional premium if purchased)
Option 1 - Set-up and/or Take-down Coverage
Option 2 - (add: \$50) - Rain Date Coverage
Option 3 - (add: \$100) - Banner Coverage
Option 4 - Terrorism Coverage

# I. PREMIUM AND UNDERWRITING NOTES/REQUIREMENTS

Carrier:	United States Liability Insurance Company
Status:	Admitted
A.M. Best Rating:	A++ (Superior) - XII
GENERAL LIABILITY OCCURRENCE/AGGREGATE	GENERAL LIABILITY PREMIUM
\$1,000,000/\$2,000,000	\$325
\$1,000,000/\$3,000,000	\$329
\$2,000,000/\$2,000,000	\$375
\$3,000,000/\$3,000,000	\$404
\$4,000,000/\$4,000,000	\$728
\$5,000,000/\$5,000,000	\$1,053
ADDITIONAL QUOTE INFORMATION	
Policy Minimum Premium: \$195	
Personal & Advertising Injury: Same as the Occurrence Limit	
Products Aggregate: See L-535	
Damages to Premises Rented: \$100,000	
Medical Payments: \$1,000	
Additional Limit Combinations may be available. Please contact	your underwriter.

Please contact us with any questions regarding the terminology used or the coverages provided.

<sup>\*\*</sup>Read the quote carefully, it may not match the coverages requested\*\*

Energy Crisis Review Committee Minutes July 22, 2021 6:00 PM

Members present: Audree Aguilera, Stephen Jones, Brad Myers, LeaAnn Myers, Paul Souders.

KMGA is working on changing their purchasing strategies and possibly adding futures to their purchasing plan.

The KCC had other gas companies put their debt in an asset account. They are getting ready to pass those costs on to their customers.

Attorney Stephen Jones stated let's not make any drastic changes. If KMGA makes a mistake then we can get out of the contract. He feels like KMGA is the best option.

Paul Souders suggested having list of other gas vendors in case there is a breach of contract so we have a backup plan.

Attorney Jones suggested to find out what the other companies can offer. Attorney Jones stated the other companies are for profit where KMGA is not profit. Other companies will not be as forgiving.

Submitted by LeaAnn Myers



# **August 31 Update**

# **Natural Gas Pricing**

Natural gas prices continue to climb. Daily index prices posted on July 1<sup>st</sup> averaged around \$3.46/MMBtu. As of August 30<sup>th</sup>, those prices have increased more than 15%. Below is the daily index price as posted on July 1<sup>st</sup> and on August 30<sup>th</sup> for the four pipelines supply is purchased on:

Pipeline	Index Price July 1st (\$/MMBtu)	Index Price August 30 <sup>th</sup> (\$/MMBtu)
Enable Gas Transmission	\$3.765	\$4.145
NGPL	\$3.532	\$4.11
Panhandle Eastern	\$3.474	\$4.075
Southern Star	\$3.785	\$4.115

# *Pipeline/Index associated with Cities:*

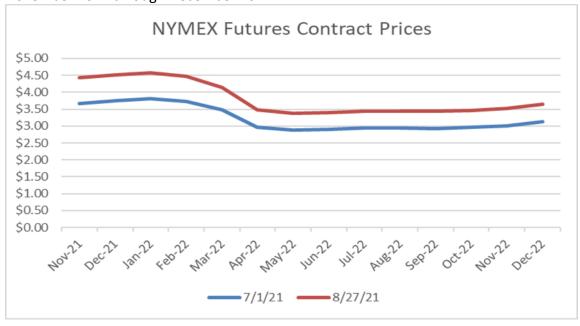
Enable Gas Transmission: City of Winfield NGPL: City of Spearville

PEPL: Cities of LaCygne & Louisburg

Southern Star: All remaining Cities

The NYMEX Futures Contract pricing has also increased since the first of July. On July 1<sup>st</sup> contracts for the upcoming winter season (November 2021 through March 2022) averaged \$3.69/MMBtu. Currently NYMEX pricing is averaging \$4.43/MMBtu for the winter season. The premium on top of this price is currently averaging between 40-50 cents per MMBtu.

The chart below shows the NYMEX strip as posted on July 1<sup>st</sup> and August 27<sup>th</sup> for the period of November 2021 through December 2022:



## **What's Impacting Gas Prices**

## Exports -

- Liquified Natural Gas (LNG) exports the first six months of 2021 averaged 9.6 Billon Cubic Feet (Bcf) per day. This is up 42% from the same period in 2020 when the average was 2.8 Bcf/day. Majority of LNG is being exported to Asia and Europe where demand is high, and prices are near \$18/MMBtu.
- Expanded natural gas pipeline infrastructure has allowed record volume of U.S. natural gas to be exported to Mexico.
- Approximately 20% of gas production is being exported

#### Demand –

• With the hot weather experienced in August across the U.S., supply for gas-fired electric generation increased.

#### Production –

• Natural gas daily production has remained flat over the summer. Rig permits for new wells have also stalled.

## Storage -

- Due to production remaining flat, injections into storage this summer have been below historical volumes.
- Storage facilities in South Central US (Alabama, Arkansas, Kansas, Louisiana, Mississippi, Oklahoma, Texas) have recorded a withdraw from storage three different weeks throughout the summer.
- Energy Information Administration (EIA) projects storage inventory will begin the winter season below the 5-year average.

## In Conclusion

We are following the new purchasing strategy policy that was approved by the Executive Committee, but please aware that the cost of gas for this upcoming winter season will be considerably higher than past winters due to these market trends.



QUOTE-1517975 Police - APX6000 & APX8500 Quote

Billing Address: ALTAMONT, CITY OF P O BOX 305 ALTAMONT, KS 67330 US

Shipping Address: ALTAMONT, CITY OF COMMENCO INC 4901 BRISTOL AVE KANSAS CITY, MO 64129 US

Quote Date:07/29/2021
Expiration Date:10/27/2021
Quote Created By:
James Brafford
Public Safety Account Manager
james.brafford@commenco.com
816-753-2166

End Customer: ALTAMONT, CITY OF Chief Michael Shields altpd@altamontks.com 620-423-7865

Contract: Johnson County KS Payment Terms:30 NET

ne #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	8	\$6,465.00	\$3,969.80	\$31,758.40
la	H869BZ	ENH: MULTIKEY	8			
1b	Q361AR	ADD: P25 9600 BAUD TRUNKING	8			
1c	H38BT	ADD: SMARTZONE OPERATION	8	a company and a large of the		
ld	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	8	Service of the servic	Read to	The state of the s
le	Q629AK	ENH: AES ENCRYPTION AND ADP	8			
1f	QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION	8			
lg	Q887AU	ADD: 5Y ESSENTIAL SERVICE	8			
2	PMNN4485A	BATT IMPRES 2 LIION R IP68 2550T	8	\$146.00	\$87.60	\$700.80



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

QUOTE-1517975 Police - APX6000 & APX8500 Quote

						QUUR
Line #	t Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
3	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	8	\$157.00	\$94.20	\$753.60
4	LSV00Q00202A	DEVICE PROGRAMMING P25 Certify and program Labette County Sheriff's template into APX6000 portable radio.	8	\$64.29	\$64.29	\$514,32
5	RLN6554A	APX WIRELESS RSM W/ DUC US/NA/JP/TW	5	\$300.00	\$180.00	\$900.00
7	PMMN4099CL	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL	3	\$132.00	\$79.20	\$237.60
	APX™ 8500	The second secon		-/		
8	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	3	\$8,668.00	\$5,341.60	\$16,024.80
8a	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	3			
8b	G66BA	ADD: DASH MOUNT 02	3			
8c	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	3			
8d	G51AT	ENH:SMARTZONE	3			
8e	GA05509AA	DEL: DELETE UHF BAND	3			
8f	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	3		manus in the second second	
8g	G843AH	ADD: AES ENCRYPTION AND ADP	3			
8h	GA00804AA	ADD: APX O2 CH (GREY)	3	-		
8i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	3		-	
8j	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	3		***	
8k	G806BL	ENH: ASTRO DIGITAL CAI OP APX	3			
	the state of the s					



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



QUOTE-1517975 Police - APX6000 & APX8500 Quote

ine #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
81	W22BA	ADD: STD PALM MICROPHONE APX	3			
8m	W969BG	ADD: MULTIKEY OPERATION	3			
8n	G361AH	ENH: P25 TRUNKING SOFTWARE APX	3			**************************************
80	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	3			
9	LSV00Q00202A	DEVICE PROGRAMMING P25 certify and program Labette County Sheriff's APX8500 template into mobile radio.	3	\$64.29	\$64,29	\$192.87
ran	id Total			<b></b>	51.082	39(USD)

# Optional Items:

Line#	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
6 PN	ILN7904A	CARRY ACCESSORY- CASE,APX6000 CC 2.75 SWLBL TIA BATTERY	8	\$79.00	\$47.40	\$379.20
Optional	Items Total					\$379.20

Notes:





Signatures (As required)

# **Purchase Order Checklist** Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this) PO Number/ Contract Number PO Date Vendor = Motorola Solutions, Inc. Payment (Billing) Terms/ State Contract Number Bill-To Name on PO must be equal to the Legal Bill-To Name **Bill-To Address** Ship-To Address (If we are shipping to a MR location, it must be documented on PO) Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO) PO Amount must be equal to or greater than Order Total Non-Editable Format (Word/ Excel templates cannot be accepted) Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept Ship To Contact Name & Phone # Tax Exemption Status



Date:

August 26,2021

To:

City of Altamont

Attn: Chief Michael Shields 405 Huston Avenue

Altamont, KS 67330

Re:

Communications System Financing Proposal

Motorola Solutions, Inc. is pleased to submit the following proposal for the financing of your Motorola communications equipment in accordance with the terms and conditions outlined below:

Transaction Type:

Municipal Lease Purchase Agreement (Tax-exempt)

Lessor:

Motorola Solutions, Inc. (or its Assignee)

Lessee:

City of Altamont

**Total Transaction** 

Value:

\$ 51,461.59

**Down Payment:** 

\$ 0.00

Balance to Finance:

\$ 51,461.59

**Equipment:** 

Purchase APX model radios to replace older models. (As per the Motorola Solutions

equipment proposal.)

Title:

Title to the equipment will vest with the Lessee.

Insurance:

Lessee will be responsible to insure the equipment as outlined in the lease contract.

Taxes:

Personal property, sales, leasing, use, stamp, or other taxes are for the account of the Lessee.

	Option 1	Option 2	Option 3
Lease Term	3 Years	5 Years	7 Years
Payment Type	Annually Arrears	Annually Arrears	Annually Arrears
Lease Rate	3.96%	3.58%	3.69%
Lease Factor	0.360572	0.222356	0.165092
Payment	\$18,555.61	\$11,442.79	\$8,495.90
Payment Commencement	First payment due one year after contract execution	First payment due one year after contract execution	First payment due one year after contract execution

**Expiration:** 

The above lease rates and factors are valid for all leases commenced by 9/25/2021. After this

date the rate will be reset to reflect current market conditions.

Terms up to seven years can be structured for Municipal Lease Purchase Agreement (Tax-Program Highlights:

exempt).

One hundred percent (100%) of a project's acquisition cost can be financed.

Payment frequency can be matched to meet your cash flow and budget requirements.

No pre-payment penalties.

Future equipment upgrades can easily be accommodated via add-on lease schedules,

restructuring already existing deals, etc.

Qualifications:

Receipt of a properly executed documentation package.

Lessee qualifies as a political subdivision or agency of the State as defined in the Internal Revenue Code of 1986. The interest portion of the Lease Payments shall be excludable from

the Lessor's gross income pursuant to Section 103 of the Internal Revenue Code.

Receipt of a copy of the last 2 year's audited financial statements and current year's budget from the Lessee.

This proposal should not be construed as a commitment to finance. It is subject to final credit

approval.

Documentation:

Municipal Equipment Lease Purchase Agreement

Opinion of Counsel

Schedule A/Equipment List

Schedule B/Amortization Schedule

8038G UCC-1

Certificate of Incumbency

Statement of Essential Use/Source of Funds

Evidence of Insurance or Statement of Self Insurance

Resolution from governing body authorizing the execution of the Lease

Delivery & Acceptance Certificate

Please feel free to contact me if there are any questions, or if an alternate structuring is required.

Regards, James Brafford Public Safety Account Manager +1 (816) 753-2166

#### **EXHIBIT F**

#### OPINION OF LESSEE'S COUNSEL

September 1, 2021

Signature Public Funding Corp. 600 Washington Avenue, Suite 305 Towson, Maryland 21204

	* *	. 001 dated [		n _], 2021
Ladies and Ge	entlemen:			
Agreement d	dated [	tamont (the "Lessee"), I have], 2021 and collectively, the "Lease Agree"	Equipment Schedule	No. 001 thereto dated
Funding Corp behalf of the I to as the "Tra	o., as lessor ("Lessor"), Lessee the execution an ansaction Documents."	and the proceedings taken by d delivery of the Lease Agre Based upon the foregoing e ve deemed necessary or approved	y the Governing Body of eement. The Lease Agre examination and upon an	The Lessee to authorize on ement collectively referred examination of such other

- 1. The Lessee is a city government, which is a body corporate & politic duly established and validly existing as a political subdivision of the State of Kansas under the Constitution and laws of the State of Kansas with full power and authority to enter into the Transaction Documents.
- 2. The Transaction Documents have each been duly authorized, executed, and delivered by the Lessee and are in full compliance with all local, state and federal laws. Assuming due authorization, execution and delivery thereof by Lessor, the Transaction Documents constitute legal, valid, and binding obligations of the Lessee, enforceable against the Lessee in accordance with their respective terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally. The execution of the Transaction Documents and the appropriation of monies due under the Lease Agreement will not result in the violation of any constitutional, statutory or limitation relating to the manner, form or amount of indebtedness which may be incurred by the Lessee.
- 3. The Equipment to be leased pursuant to the Lease Agreement constitutes personal property and, when subjected to use by the Lessee, will not be a fixture under applicable law.
- 4. The Lessee has complied with all applicable statutes, laws, rules, regulations, notice and public bidding requirements, including, without limitation, [insert statutes if applicable], in connection with the Transaction Documents and the transactions contemplated thereby. The resolution adopted by the Governing Body of the Lessee authorizing the execution and delivery of the Transaction Documents and certain other matters was adopted at a meeting that was held in compliance with all applicable laws relating to the holding of open and public meetings. No approval, consent or withholding of objections is required from any State, federal or local governmental authority or instrumentality with respect to the entry into or performance by Lessee of its obligations under the Transaction Documents, except as have already been obtained.
- 5. No litigation or proceeding is pending or, to the best of my knowledge, threatened to restrain or enjoin the execution, delivery, or performance by the Lessee of the Transaction Documents or in any way to contest the validity of the Transaction Documents, to contest or question the creation or existence of the Lessee or the governing body of the Lessee or the authority or ability of the Lessee to execute or deliver the Transaction Documents or to comply with or perform its obligations thereunder. There is no litigation pending or, to the best of my knowledge, threatened seeking to restrain or enjoin the Lessee from annually appropriating sufficient funds to pay the rental payments or other amounts contemplated by the Lease Agreement. The entering into and performance of the Transaction Documents do not and will not violate any judgment, order, law, or regulation applicable to the Lessee or result in any

breach of, or constitute a default under, or result in the creation of any lien, charge, security interest, or other encumbrance upon any assets of the Lessee or on the Equipment (as such term is defined in the Lease Agreement) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement, or other instrument to which the Lessee is a party or by which it or its assets may be bound.

- 6. The Lessee has covenanted to comply with any continuing requirements that may be necessary to preserve the exclusion from gross income for purposes of federal income taxation under the Internal Revenue Code of 1986, as amended ("Code"), of the portion of the Rental Payments designated as interest. In the event that the Lessee continuously complies with its covenants under the Transaction Documents and so long as the amounts payable to the Lessor are derived from the Rental Payments made by the Lessee, the portion of the Rental Payments designated as interest is not includible in gross income for federal income tax purposes under the current law. No opinion is expressed as to the tax treatment of payments made to the Lessor from sources other than from Rental Payments made by the Lessee. The Lease Agreement and the obligation to pay Rental Payments thereunder as represented by the Lease Agreement are not "specified private activity bonds" as such term is defined in the Code and the portion of the Rental Payments designated as interest is not includible as an item of tax preference under Section 57 of the Code for purposes of computing the alternative minimum tax. However, the portion of Rental Payments designated as interest and received by the Lessor may be subject to an alternative minimum tax. Except as set forth in paragraphs 6 and 7 herein, we express no opinion regarding other federal tax consequences arising with respect to the Lease Agreement.
- 7. The Lessee has validly designated the Lease as a "qualified tax exempt obligation" as defined in and for the purposes of Section 265(b)(3) of the Code.

This opinion may be relied upon by purchasers and assignees of Lessor's interests in the Lease Agreement.

Respectfully submitted,	

From: <u>Carrie Agosto</u>

**To:** <u>cityoffice@altamontks.com</u>

**Subject:** November 20th

**Date:** Friday, August 27, 2021 12:06:37 PM

Hello- we are currently working on a good route for the 5k course for a fundraiser for the Altamont Eagles Athletic Programs fund. This is the date I would like to begin publicizing so folks can save the date. Can you please put me on the agenda to get approved for this event.

My number is 620 717 8809 if you have any questions.

Thanks in advance.

--

Carrie Agosto School Counselor Labette County Schools

Notice of Non-Discrimination:

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

#### Complaints in regard to Discrimination:

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

#### **EXECUTIVE SESSION MOTIONS**

I move the city council recess into executive session to discuss an individual employee's performance pursuant to the <b>non-elected personnel</b> 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 atPM.
I move the city council recess into executive session to discuss <u>Attorney – Client privilege</u> 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 atPM.
I move the city council recess into executive session to preliminary discuss <a href="mailto:employee">employee</a> <a href="mailto:negotiations">negotiations</a> 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 atPM.
I move the city council recess into executive session to preliminary discuss <b>property acquisition</b> 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 atPM.
I move the city council recess into executive session to discuss data relating to <u>financial affairs or</u> <u>trade secrets</u> 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 atPM.

- **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;