

CITY OF ALTAMONT

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ALTAMONT CITY COUNCIL

Mayor Richard Hayward

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

June 24, 2021

7:00 PM Regular Meeting

CALL TO ORDER

PLEDGE OF ALLEGIANCE & PRAYER

MINUTES - Regular meeting of June 10, 2021

INVOICES - \$54,951.34

CITIZENS & GUESTS

DEPARTMENT REPORTS

A. City Administrator

ORDINANCES/RESOLUTIONS /PROCLAMATIONS

A. USDA Loan Resolution #285

OLD BUSINESS

A. Painted Crosswalks

B. Old Fire Department Building

NEW BUSINESS

A. Treasurer Appointment and Position – Heather Beasley

B. Tow Policy

C. Exterritorial Zoning- County Initiative

D. Planning and Zoning Commission

E. Rural Opportunity Zone Sponsorship

COMMUNICATIONS

A. City Office closed on July 5th in observance of Independence Day

EXECUTIVE SESSION MOTION

ADJOURNMENT



MINUTES
CITY OF ALTAMONT
June 10, 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 Councilmember Souders led the prayer. Councilmembers present: Ben Cochran, Raymond Coffey, Jeff Garretson and Paul Souders.
MINUTES	Councilmember Cochran moved and Garretson seconded to accept the minutes of the May 27, 2021 meeting. Motion carried.
INVOICES	Councilmember Cochran moved and Souders seconded to pay the invoices in the amount of \$304,333.94. Motion carried.
CITY ADMINISTRATOR	<p>Report written by Audree Aguilera. Energy crisis – formation of advisory committee; first meeting July 8th at 6:00 PM. Request for ROZ Sponsorship for Student Loan Grant. GO Bond being published in paper. Fire Truck has arrived at manufacturer for final touches; early arrival anticipated for early summer. Trash Truck is anticipated to arrive in July. Purple Wave auction set for July 13th. Will be selling various desks, tables, lockers, PD Interceptor, 2003 Utility department Ford truck and old Fire truck in Springfield, MO. KDA and FEMA will begin a floodplain mapping project for our area; this project will update the current floodplain maps. Employee Appreciation Pool Party/Barbecue on August 7th; will have corn hole, food, swimming, music and more. Entering in department budgets and starting budget process. The City of Altamont is anticipated to receive \$142,622 from American Rescue Plan; first disbursement anticipated at the beginning of June. Swings are ordered for Lake; anticipated arrival in two weeks. Drafted and reviewed the towing policy with Chief of Police; set for approval at next Council meeting. Will begin HAT and LMI in June. Collecting estimates for restriping and crosswalks around school and Huston Avenue; also, collecting estimates for sealing of Huston. Electric – budget for engineering study; implement rate increases in fall. Reviewing the formation of a planning commission and exterritorial zoning.</p> <p>Councilmember Souders will be the Councilmember on the Energy Crisis Committee. Audree is working on getting a lost title for the Fire Truck so we can sell it on Purple Wave. We are missing all the Fire department vehicle’s paper work; Audree will continue to check on the other vehicles. Audree is checking on zoning for the windmills; the cut off for the wind mills are on Meade Road. The exterritorial zoning allows us to do zoning from 3 to 5 miles outside the City Limits.</p>
FEMA	The City of Altamont received a letter from FEMA regarding the flood hazard mapping project. Audree made comment to FEMA regarding the area by Dollar General and Miller Tire to do a detail study in that area and some other areas in and around town.
RURAL OPPORTUNITY	<p>Audree attended a webinar for the Rural Opportunity Zones Grant Sponsorship. It gives a grant back to the student for five years if they have a sponsor. Audree got the County to approve the resolution. Audree would like the City to sponsor her student loans for \$1,500 for five years. The City would have to write a check for \$1500 for five years for the sponsorship towards Audree’s student loans. The City’s portion would go to the State and then the State will put their portion with it and then send it to the company who has her student loans.</p> <p>Councilmember Cochran doesn’t have an issue with it but would like to open it up to other employees. Mayor Hayward suggested to table it and see if there are any other employees who are interested. Councilmember Cochran and Garretson agreed.</p>
FLAG DAY	Altamont Flag Day will be held Saturday, June 12 th in Downtown Altamont.
OFFICE CLOSED	The City Offices will be closed July 5 th in observance of Independence Day.
ADJOURNMENT	Councilmember Cochran moved and Garretson seconded to adjourn the Council meeting at 7:23 PM. Motion carried.

DATE

LeaAnn Myers, City Clerk

Approved Invoices by Vendor Name- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
Als Fitness Center (79500)				
Als-6		Als Fitness	Benefits	\$10.00
Als-6		Als Fitness	Benefits	\$30.00
Als-6		Als Fitness	Benefits	\$10.00
Als-6		Als Fitness	Benefits	\$10.00
Als-6		Als Fitness	Benefits	\$6.00
Als-6		Als Fitness	Benefits	\$6.00
Als-6		Als Fitness	Benefits	\$6.00
Als-6		Als Fitness	Benefits	\$6.00
Als-6		Als Fitness	Benefits	\$6.00
Als-6		Als Fitness	Contractual	\$55.00
Subtotal for Vendor Als Fitness Center :				\$145.00
Billman's Mobile Home Moving, LLC (80218)				
6535		22.5 Rims for Dump Truck	Commodities	\$100.00
Subtotal for Vendor Billman's Mobile Home Moving, LLC				\$100.00
Candy Vail (80217)				
6212021		Park Deposit Refund	Park Building Deposit Refunds	\$40.00
Subtotal for Vendor Candy Vail :				\$40.00
CenturyLink (2111)				
Century Link-9		phone bill	Bldg Cost/ Utilities/ Phone	\$67.36
Century Link-9		phone bill	Bldg Cost/ Utilities/ Phone	\$67.36
Century Link-9		phone bill	Contractual	\$67.36
Century Link-9		phone bill	Bldg Cost/ Utilities/ Phone	\$67.36
Century Link-9		phone bill	Bldg Cost/ Utilities/ Phone	\$67.36
Century Link-9		phone bill	Bldg Cost/ Utilities/ Phone	\$67.36
Century Link-9		phone bill	Bldg Cost/ Utilities/ Phone	\$67.32
Century Link-9		phone bill	Bldg Cost/ Utilities/ Phone	\$67.36
Subtotal for Vendor CenturyLink :				\$538.84

Approved Invoices by Vendor Name- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
City of Altamont Petty cash (40)				
06182021		Pool Refund	Contractual	\$4.00
06182021		Park Building Deposit	Park Building Deposit Refunds	\$80.00
Subtotal for Vendor City of Altamont Petty cash :				\$84.00
CNH INDUSTRIAL RETAIL ACCOUNTS (79977)				
CNH Industrial-5		Case Compact Tractor payment	Contractual	\$952.01
Subtotal for Vendor CNH INDUSTRIAL RETAIL ACCOUNT				\$952.01
Dollar General-Regions 410526 (79653)				
07052021		Dish soap, water	Commodities	\$12.86
07052021		Dish soap, water	Commodities	\$12.86
07052021		Dish soap, water	Commodities	\$12.86
07052021		Dish soap, water	Commodities	\$12.86
07052021		Dish soap, water	Commodities	\$12.86
07052021		Pop for concessions	Commodities	\$95.10
Subtotal for Vendor Dollar General-Regions 410526 :				\$159.40
Four State Maintenance Supply, Inc (80209)				
624565		mats for park building, floor cleaner	Commodities	\$493.36
624565		strip for city hall floors	Commodities	\$248.15
Subtotal for Vendor Four State Maintenance Supply, Inc :				\$741.51
Heather Vogel (80213)				
06112021		Lifeguard training	Training/ Conferences/ Dues	\$60.00
Subtotal for Vendor Heather Vogel :				\$60.00
Hockett's Auto & Diesel LCC (80059)				
1338		Oil and Filter	Vehicle	\$60.51
Subtotal for Vendor Hockett's Auto & Diesel LCC :				\$60.51
Inside the Tape (80214)				
06152021		Homicide and Invesigation Training	Training/ Conference/ Dues	\$295.00

Approved Invoices by Vendor Name- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
Inside the Tape (80214)				
Subtotal for Vendor Inside the Tape :				\$295.00
KANSAS MUNICIPAL ENERGY AGENCY (949)				
KMEA-5		Electric Utility Costs	Utility Costs	\$32,870.78
Subtotal for Vendor KANSAS MUNICIPAL ENERGY AGEN				\$32,870.78
Kansas Municipal Gas Agency (950)				
KMGA-5		GAS	Utility Costs	\$12,836.46
Subtotal for Vendor Kansas Municipal Gas Agency :				\$12,836.46
Koons Gas Measurement (79706)				
41862		Rebuild Kit and Pilot Kit	Commodities	\$1,270.72
Subtotal for Vendor Koons Gas Measurement :				\$1,270.72
LABETTE COUNTY PUBLIC (1057)				
1866		Diesel for Mowing, Cold Patch	Commodities	\$27.98
1866		Diesel for Mowing, Cold Patch	Commodities	\$485.84
Subtotal for Vendor LABETTE COUNTY PUBLIC :				\$513.82
LABETTE INSURANCE (1045)				
2504		Surety Bond - Audree Aguilera	Contractual	\$350.00
Subtotal for Vendor LABETTE INSURANCE :				\$350.00
LEAGUE OF KANSAS (980)				
211582		Planning and Zoning Book	Commodities	\$42.80
Subtotal for Vendor LEAGUE OF KANSAS :				\$42.80
MERIDIAN ANALYTICAL LABS, LLC (2306)				
2100509		Wastewater Analysis	Contractual	\$294.55
Subtotal for Vendor MERIDIAN ANALYTICAL LABS, LLC :				\$294.55
Miracle Recreation Equipment (1378)				
833301		Swing seats and hardware	Capital Outlay	\$908.00

Approved Invoices by Vendor Name- Summary

City of Altamont

Vendor	Invoice	PO	Description	Account Description	Invoice Amt
Miracle Recreation Equipment (1378)					
Subtotal for Vendor Miracle Recreation Equipment :					\$908.00
POSTMASTER (1660)					
	Post Master-7		Postage	Contractual	\$35.00
	Post Master-7		Postage	Contractual	\$35.00
	Post Master-7		Postage	Contractual	\$35.00
	Post Master-7		Postage	Contractual	\$35.00
	Post Master-7		Postage	Contractual	\$25.00
	Post Master-7		Postage	Contractual	\$35.00
Subtotal for Vendor POSTMASTER :					\$200.00
Reliable Medical Supply (1802)					
	39785		Toilet Seat, Manniquin Face Shields	Commodities	\$13.56
	39785		Toilet Seat, Manniquin Face Shields	Commodities	\$120.20
Subtotal for Vendor Reliable Medical Supply :					\$133.76
SEK Garage Doors, LLC (79543)					
	501239		Repair on Shop Door	Contractual	\$51.00
	501239		Repair on Shop Door	Contractual	\$51.00
	501239		Repair on Shop Door	Contractual	\$51.00
	501239		Repair on Shop Door	Contractual	\$51.00
	501239		Repair on Shop Door	Contractual	\$51.00
Subtotal for Vendor SEK Garage Doors, LLC :					\$255.00
Turner Tree Service (80215)					
	126107		Tree Removal	Contractual	\$900.00
Subtotal for Vendor Turner Tree Service :					\$900.00
Verizon (83)					
	Verizon-7		Cell Phone Bill	Bldg Cost/ Utilities/ Phone	\$139.74
Subtotal for Vendor Verizon :					\$139.74

Approved Invoices by Vendor Name- Summary

City of Altamont

Vendor	Invoice	PO	Description	Account Description	Invoice Amt
WeldTech Inc. (80216)					
	1131		Sign for Lake	Capital Outlay	\$557.00
Subtotal for Vendor WeldTech Inc. :					\$557.00
Wichita State University (79847)					
	11292		Tuition and Fees LeaAnn	Training/ Conferences/ Dues	\$502.44
Subtotal for Vendor Wichita State University :					\$502.44

Approved Invoices by Vendor Name- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
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Grand Total: \$54,951.34

Approved Invoices - Fund/Dept. Totals

Fund	Fund Total	Fund Name
01 General Fund		
01 General Government	\$1,220.75	
02 Gen Police	\$592.61	
03 General Court	\$25.00	
04 General Fire	\$130.20	
05 General Park	\$613.36	
11 Municipal Pool	\$159.10	
	<hr/>	
	\$2,741.02	
03 Municipal Equipment Reser		
00 NonDepartmental	\$952.01	
	<hr/>	
	\$952.01	
04 Library		
00 NonDepartmental	\$10.00	
	<hr/>	
	\$10.00	
07 Special Highway Fund		
00 NonDepartmental	\$485.84	
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	\$485.84	
09 Lake Fund		
00 NonDepartmental	\$1,673.90	
	<hr/>	
	\$1,673.90	
50 Water Utility Fund		

Approved Invoices by Vendor Name- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
	00	NonDepartmental	\$172.22	
			\$172.22	
	51	Electric Utility Fund		
	00	NonDepartmental	\$33,943.00	
			\$33,943.00	
	52	Gas Utility Fund		
	00	NonDepartmental	\$14,279.40	
			\$14,279.40	
	53	Sewer Utility Fund		
	00	NonDepartmental	\$466.77	
			\$466.77	
	54	Sanitation Utility Fund		
	00	NonDepartmental	\$172.18	
			\$172.18	
	65	Al's Fitness Center		
	00	NonDepartmental	\$55.00	
			\$55.00	
		Grand Total:	\$54,951.34	

AP Check Register (APLT43)**City of Altamont**

	Check No	Check Date	Vendor No	Vendor Name	Check Amount
Bank No:	1	Account:	006572		
	34713	6/24/2021	79500	Als Fitness Center	\$145.00
	34714	6/24/2021	80218	Billman's Mobile Home Moving, LLC	\$100.00
	34715	6/24/2021	80217	Candy Vail	\$40.00
	34716	6/24/2021	2111	CenturyLink	\$538.84
	34717	6/24/2021	40	City of Altamont Petty cash	\$84.00
	34718	6/24/2021	79977	CNH INDUSTRIAL RETAIL ACCOUNTS	\$952.01
	34719	6/24/2021	79653	Dollar General-Regions 410526	\$159.40
	34720	6/24/2021	80209	Four State Maintenance Supply, Inc	\$741.51
	34721	6/24/2021	80213	Heather Vogel	\$60.00
	34722	6/24/2021	80059	Hockett's Auto & Diesel LCC	\$60.51
	34723	6/24/2021	80214	Inside the Tape	\$295.00
	34724	6/24/2021	949	KANSAS MUNICIPAL ENERGY AGENCY	\$32,870.78
	34725	6/24/2021	950	Kansas Municipal Gas Agency	\$12,836.46
	34726	6/24/2021	79706	Koons Gas Measurement	\$1,270.72
	34727	6/24/2021	1057	LABETTE COUNTY PUBLIC	\$513.82
	34728	6/24/2021	1045	LABETTE INSURANCE	\$350.00
	34729	6/24/2021	980	LEAGUE OF KANSAS	\$42.80
	34730	6/24/2021	2306	MERIDIAN ANALYTICAL LABS, LLC	\$294.55
	34731	6/24/2021	1378	Miracle Recreation Equipment	\$908.00
	34732	6/24/2021	1660	POSTMASTER	\$200.00
	34733	6/24/2021	1802	Reliable Medical Supply	\$133.76
	34734	6/24/2021	79543	SEK Garage Doors, LLC	\$255.00
	34735	6/24/2021	80215	Turner Tree Service	\$900.00

AP Check Register (APLT43)**City of Altamont**

Check No	Check Date	Vendor No	Vendor Name	Check Amount
34736	6/24/2021	83	Verizon	\$139.74
34737	6/24/2021	80216	WeldTech Inc.	\$557.00
34738	6/24/2021	79847	Wichita State University	\$502.44
Bank Account Totals:				\$54,951.34
Total Of Checks:				\$54,951.34

City Administrator Report City Council June 10, 2021

Working Items / Projects

- 1) **Energy Crisis** – Formation of advisory committee. First meeting July 8th at 6:00 PM. Met with KMGa/KMEA in June. KMEA is working on a plan and options to provide cities with callable generation. KMGa is drafting a plan to help pay for the legal costs as they are involved in several law suits. Questions that were answered:

When will the investigations be complete?

FERC has indicated it could be up to two years. Kansas Attorney General has indicated that around the end of the year they will end the investigation in a law-suit against someone or close the case.

Why didn't we just use all of our storage during the event?

A OFO (operational flow order) was in place meaning we could only use our contract amounts. A penalty of 2.5 time the DAILY price would be assessed for overages.

Well we knew this weather was coming well in advance. Why didn't we start preparing ahead of time?

KMGa started purchasing extra gas on the daily market as soon as February 2nd when this event was forecasted. However, the monthly supply was already locked in. KMGa is looking at changing the purchasing strategy to limit the percent we were exposed to the Daily Market.

How much gas did we purchase on the daily market?

Normally, our daily market exposure is close to 30%. However, because of the increased usages that daily market exposure increased to nearly 60%. Looking at changing the fixed pricing to 80% during the winter months to decrease daily spot market exposure.

Why is it just KMGa and KMGa cities? Why is it just "Altamont"?

This is a common misconception about this entire situation. While KMGa did note they could not speak on behalf of other companies, they were generous to share information they have learned.

Other companies are regulated by the KCC. These other companies (Kansas Gas, Black Hills, etc) also experienced these same cost as KMGa. These companies had BILLIONS in debt from the February storm. KCC required these other companies put these extra cost into an "asset" account and propose a rate change to recuperate the additional cost incurred. The Cities do not have the cash-on-hand to absorb these cost. Therefore the very directly and quickly passed down to consumers.



- 2) **Rural Opportunity Zone (ROZ)** Information shared a Department Head meeting on June 15th. No other employee requests made.
- 3) **Fire Truck/ USDA Loan** A resolution for the USDA loan is needed to move forward with closing on the financials of the fire truck. Fire truck vendor has noted they are near ready to receive final payment.
- 4) **Trash Truck** Anticipated to arrive in July.
- 5) **Purple Wave Auction** Set for July 13th. Will be selling various desks, tables, lockers, Police Interceptor, 2003 Utility Department Ford Truck, Old Fire Truck in Springfield, MO. The title has been signed over to the City and registered. Waiting on the new title to return and then it will be given to Purple Wave.
- 6) **Floodplain** KDA and FEMA will begin a floodplain mapping project for our area. This project will update the current floodplain maps. Comment for a detailed study has been made.
- 7) **Employee Appreciation Pool Party/** Barbeque on August 7th. Will have Corn Hole, Food, Swimming, music, and more.
- 8) **Budget** All department budgets are turned in. Working on input and revenue/ expense forecasting. Will meet with Department Heads for review on June 29th.
- 9) **American Rescue Plan** City of Altamont is anticipated to receive \$142,662. First disbursement anticipated in July. Recommend use for Wastewater study and enhancements.
- 10) **Lake Swings.** Anticipated arrival in mid-July. Experiencing longer than normal shipment times due to COVID.
- 11) **Housing Assessment Tool (HAT)/ Low-Moderate Income (LMI) Survey** During the absence of our Deputy Clerk, I have hired a part-time summer intern to assist in the LMI Survey and HAT process.
- 12) **Crosswalks/ Huston Street** Estimates received for stripping. Waiting to receive second estimate for stripping and an estimate for sealing of Huston Street.
- 13) **Electric Review** Implement rate increase in October 2021. Budget for engineering study in 2022.
- 14) **Planning Commission and Exterritorial Zoning** Received Planning and Zoning Handbook from League of Kansas. Requires resolution to establish. Must have at least 5 members.
- 15) **Wind Turbines** Met with City of Edna Mayor. Discussed being in support of Labette County initiative to limit wind turbine development within 3 miles of City Limits. Requested support from other cities. Discussed with KMEA the benefit of having such turbines next to City. It would make our access point closer and potentially lower cost. However, KMEA has not been contacted by the Wind Turbine Company to purchase energy. Possibility of such is slim due to the small market for our area.

LOAN RESOLUTION
(Public Bodies)

A RESOLUTION OF THE _____
 OF THE _____
 AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING
 A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

 FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the _____
 _____ (Public Body)
 (herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of _____

 pursuant to the provisions of _____; and

WHEREAS, the Association intends to obtain assistance from the Rural Housing Service, Rural Business - Cooperative Service, Rural Utilities Service, or their successor Agencies with the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U. S. C. 1983 (c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$ 10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contract or agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by the Government. No free service or use of the facility will be permitted.

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
14. That if the Government requires that a reserve account be established and maintained, disbursements from that account may be used when necessary for payments due on the bond if sufficient funds are not otherwise available. With the prior written approval of the Government, funds may be withdrawn for:
 - (a) Paying the cost of repairing or replacing any damage to the facility caused by catastrophe.
 - (b) Repairing or replacing short-lived assets.
 - (c) Making extensions or improvements to the facility.

Any time funds are disbursed from the reserve account, additional deposits will be required until the reserve account has reached the required funded level.
15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain the Government's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
17. To accept a grant in an amount not to exceed \$ _____

under the terms offered by the Government; that the _____

and _____ of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee

The vote was: Yeas _____ Nays _____ Absent _____.

IN WITNESS WHEREOF, the _____ of the
_____ has duly adopted this resolution and caused it
to be executed by the officers below in duplicate on this _____ day of _____,

(SEAL)

By

Attest:

Title

Title

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as _____ of the _____
hereby certify that the _____ of such Association is composed of
_____ members, of whom _____, constituting a quorum, were present at a meeting thereof duly called and
held on the _____ day of _____, _____; and that the foregoing resolution was adopted at such meeting
by the vote shown above. I further certify that as of _____, the date of closing of the loan from the Government, said resolution
remains in effect and has not been rescinded or amended in any way.

Dated, this _____ day of _____, _____.

Title _____

VEHICLE TOWING POLICY

PURPOSE AND SCOPE

This policy provides guidance to vehicle towing. Nothing in this policy shall require a member of this department to tow a vehicle.

Members of the Altamont Police Department are hereby authorized to remove a vehicle violating the provisions of any ordinance to the nearest private garage or lot or to a garage or lot or other place designated or maintained by the Police Department or otherwise maintained by this City and to hold the vehicle until all the procedural requirement for claiming the vehicle established below are satisfied.

Officers shall not recommend a tow service to anyone desiring an accident or service tow or in any way be a party to a towing or storage agreement. If an owner or operator of a vehicle has no preference, the officer shall inform such person of the Department's contract service and location of the storage lot.

AUTHORIZATION TO TOW

Officers are authorized to remove, or have removed and towed away by a commercial towing service to an impound lot or other place designated by the Police Department, all motor vehicles found under the hereinafter circumstances:

- A. When any unattended vehicle is left illegally standing upon any street, or under such circumstances as to obstruct the normal movement of traffic. If the vehicle poses a public safety threat, tow immediately. If not, make a reasonable attempt to locate the owner to move the vehicle prior to initiating the tow. Upon observing a possible abandoned vehicle:
 - a. Make stolen vehicle inquiry.
 - b. Check if vehicle is violating parking restrictions.
 - c. Obtain license plate reading and attempt to contact the owner to remove vehicle.
 - d. If the owner cannot be contacted or refuses to move the vehicle, a police report will be made and referred to code enforcement.
 - e. If the vehicle is not obstructing traffic, an unattended or abandoned vehicle check form will be completed and attached to the most conspicuous window for future determination of violation of the traffic code.
 - f. If the vehicle is towed after the attachment of a 48-hour unattended vehicle check form, the date, time, and officer's name on the form will be included in the report.
 - g. The officer requesting the wrecker will be responsible for attempting to contact the owner of the vehicle prior to the tow. (Contact is not necessary)
 - h. Motorcycles with altered, mutilated or no vehicle identification numbers are to be towed in the same manner as other motor vehicles.
 - i. Citations must be issued at the time of towing on all violation vehicles towed.
- B. When any motor vehicle has been determined to have been reported stolen or taken without consent of its owner, and the owner cannot be located or cannot timely respond to retrieve the vehicle.



- C. When any motor vehicle is found driven on the streets and is not in proper or safe condition to be driven and it cannot be removed safely by the owner or operator.
- D. When the person driving or in control of the motor vehicle is arrested and taken into police custody.
 - a. Absent other mitigating circumstances, the arresting officer, with permission of the registered owner, may give control of the vehicle to a passenger or other person present, provided such person is competent (not physically impaired by ethyl alcohol and/or drugs) and legally licensed to operate a motor vehicle. If the vehicle is turned over to another party, the officer shall note in his reports to whom the vehicle was released.
 - b. The arresting officer, with permission of the registered owner, may move and legally park the vehicle. If the vehicle is moved and parked, the officer shall note in his report the condition of the vehicle and its location.
- E. When any unoccupied vehicle is left parked continuously upon any street for forty-eight (48) hours or more without having been moved.
 - a. Except for an emergency situation in which damage to property or personal injury is likely if the vehicle is not moved immediately, no vehicle shall be removed without either:
 - i. Personally notifying the owner and giving said person a reasonable time to move said vehicle; or
 - ii. Placing notice of the violation in a noticeable place on the vehicle, then waiting forty-eight (48) hours, and making a reasonable attempt to locate the owner of the vehicle.
- F. In addition to the circumstances aforementioned, an officer may impound a motor vehicle if the vehicle itself is evidence in a criminal investigation or the vehicle is being seized to be forfeited in a drug-related case.
 - a. Vehicles towed for evidentiary or drug-related forfeiture purposes are to be towed to the Police Department warehouse. Vehicles towed for other than evidentiary reasons are to be stored on the contractor's storage lot.
- G. Vehicles involved in accidents will be towed when:
 - a. The driver/owner has been taken from the scene due to injuries or illness and the vehicle cannot be released to a qualified driver nor legally parked.
 - b. The vehicle is causing a traffic obstruction and cannot be driven from the scene because of damage, or it is inoperable.
 - c. The driver/owner requests a wrecker.
 - d. The vehicle is needed for evidence of a crime.
 - e. The driver has been arrested for driving while intoxicated and the car cannot be released to a qualified driver nor legally parked.
 - f. If the owner of a recovered stolen vehicle cannot be contacted.
 - g. The vehicle requires further examination because of a fatal or serious injury accident.

NOTE: If the vehicle is left at the scene, the location of the vehicle will be included in the offense report. The vehicle keys, along with a note indicating the location of the vehicle, will be placed in the driver's personal property.

PROCEDURE

- A. On all tows other than accident, violation, or service tows, officers shall obtain supervisory approval prior to towing.

- B. An inventory will be made of the property in a vehicle to be towed. Only the ignition key will be left in the vehicle. All other keys will be removed and given to the driver. A copy of the vehicle inventory report shall be given to the tow truck driver.
- C. The officer shall complete a vehicle tow report. The report shall be filed and kept within the Police Department.
- D. The officer requesting the tow shall indicate the tow truck driver's name in the report and shall remain at the scene until vehicle is raised and removed from the scene.
 - a. If the tow service is not available to respond within a responsible amount of time, vehicle may be left legally parked and locked. The officer may then return to tow the vehicle at the earliest time possible.
- E. Within 30 days of a vehicle being towed, the Police Department shall request verification of registration from the Kansas Division of Vehicles of the last registered owner and any lienholders. Within 10 days of receipt of verification, Police Department shall send a notice of tow to all registered owners and others having a recorded interest in the vehicle. Notice shall be sent to all such individuals by certified mail. The notice shall include:
 - a. The name, address, and telephone of the Altamont Police Department
 - b. The location where the vehicle is stored
 - c. A description of the vehicle, including the following:
 - i. Color
 - ii. Manufacturer Year
 - iii. Make and Model
 - iv. License Plate Number and/or Vehicle Identification Number (VIN)
 - v. Mileage
 - d. The authority and purpose for the removal of the vehicle
 - e. An explanation of the procedure for release of the vehicle
 - f. A statement that the vehicle will be sold at public auction to the highest bidder for cash if the owner or lienholder does not claim the vehicle and pay removal and storage charges within 15 days from the date of mailing the notice (K.S.A § 8-1102 (a)(2)).
- F. The Police Department shall keep inventory of all towed and stored vehicles.

OWNER/ OPERATOR OPTIONS

The owner/ operator of a vehicle may select a wrecker of their choice or to release their vehicle to a qualified driver present at the scene to legally park the car.

1. The owner/ operator of the vehicle may exercise one of the above options, following a determination by the arresting officer that the suspect is capable of making a rational decision, the suspect is physically able, and the vehicle is not needed as evidence of a crime.
2. The arresting officer will explain to the suspect that the City of Altamont Police Department is not responsible for the vehicle or its contents once the vehicle has been legally parked and secured.

Once the vehicle has been impounded, the owner/ lienholder may immediately pay the towing fee and storage charges and thereby regain possession unless a Police Hold is warranted.

No vehicle shall be returned until the owner/ lienholder provides sufficient documentation to establish right to possession.

POLICE HOLDS

Officers may tow and hold vehicles in the following situations:



- A. The vehicle is needed as evidence or to secure evidence from the vehicle, e.g., where a search warrant is being obtained.
- B. The vehicle has been used to transport any controlled substance with the intent to compound, sell, distribute, deliver, dispense, export or import such controlled substance.
- C. The investigating officer questions whether the person operating the vehicle on public property is lawfully in possession of said vehicle and the person is unable to satisfactorily establish "proof of ownership."
- D. The owner is not present, cannot be located, or cannot quickly respond to the scene when a stolen vehicle is recovered.

Whenever a stolen vehicle is recovered and towed, the investigating officer shall attempt to contact the owner. Whether or not contact was made shall be indicated in the narrative section of the report. If unable to make contact, the investigating officer shall notify his supervisor, who shall ensure that the owner is notified as soon as possible.

When a hold order is placed on a towed vehicle, the officer so ordering the hold shall mark the vehicle "POLICE HOLD *** DO NOT RELEASE", and indicate so in the report. The wrecker driver should be advised of the hold and cautioned if there is a danger of destroying or contaminating evidence. Any pertinent information or special instructions should be noted in the "narrative" of the report.

A "hold" may be released only by the officer ordering the hold, his supervisor, or another command officer.

RESOLUTION OF THE BOARD OF LABETTE COUNTY COMMISSIONERS AUTHORIZING PARTICIPATION IN RURAL OPPORTUNITY ZONE STUDENT LOAN REPAYMENT PROGRAM CALENDAR YEAR 2021

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS
OF Labette COUNTY, KANSAS,

Section 1. Pursuant to K.S.A. 2021 Supp. 74-50,223, the Board of County Commissioners expressed its intent to participate in the Rural Opportunity Zone (ROZ) student loan repayment program.

Section 2. Labette County has been designated a Rural Opportunity Zone pursuant to K.S.A. 2021 Supp. 74-50,222. As of May 20, 2021, the County population was _____ as certified by the Kansas Department of Revenue.

Section 3. Labette County Commissioners hereby obligate Labette County to participate in the ROZ student loan repayment program as provided by K.S.A. 2021 Supp. 74-50,223 for a period of five years, which shall be irrevocable.

Section 4. Labette County agrees to pay in equal shares with the State of Kansas the outstanding student loan balance of any resident individual for five years if the resident individual meets the terms of qualification provided by the State of Kansas in K.S.A. 2021 Supp. 74-50,223, and the appropriate rules and regulations. The number of qualified resident individuals receiving such payments will be subject to the availability of funds.

Section 5. Labette County intends to enter into partnerships with Cities, Employers, and Foundations for the direct sponsorship of Rural Opportunity Zone Applicants. Sponsored Applicants must meet all qualifications of the ROZ program. All sponsorships will be subject to ROZ student loan repayment rules and regulations.

Section 6. The maximum student loan balance for each qualified resident individual to be repaid jointly by Labette County and the State of Kansas shall be \$15,000 over a term of five years.

Section 7. Labette County shall allocate \$3,000⁰⁰ a year for the purpose of matching payments from the State of Kansas to qualified resident individuals. Labette County shall revise its ROZ budget on an annual basis submitting a new Resolution to the State of Kansas by January 30th each year. Labette County shall submit their obligation in full to the Department of Commerce before the first day of September each year.

BE IT FURTHER RESOLVED that this resolution shall be published once in the official county newspaper and shall be in effect from and after its date of publication.

Adopted this 7 day of July 2021 by the Board of Labette County Commissioners, Labette County,
Kansas.

BOARD OF COUNTY COMMISSIONERS OF
OF Labette COUNTY, KANSAS

La. J. Caldwell

Kevin C. Kugler

Chad J. Brubaker

ATTEST:

Lena Landolt



EXECUTIVE SESSION MOTIONS

I move the city council recess into executive session to discuss an individual employee's performance pursuant to the **non-elected personnel** matter exception, K.S.A. 75-4319 (b) (1) to include: (people to participate besides governing body.) The open meeting will resume in the city council room at ____PM.

I move the city council recess into executive session to discuss **Attorney – Client privilege** matter exception, K.S.A. 75-4319(b)(2) to include: (people to participate besides governing body.) The open meeting will resume in the city council room at ____PM.

I move the city council recess into executive session to preliminary discuss **employer-employee negotiations** matter exception, K.S.A. 75-4319(b) (3) to include: (people to participate besides governing body.) The open meeting will resume in the city council room at ____PM.

I move the city council recess into executive session to preliminary discuss **property acquisition** matter exception, K.S.A. 75-4319(b)(6) to include: (people to participate besides governing body.) The open meeting will resume in the city council room at ____PM.

I move the city council recess into executive session to discuss data relating to **financial affairs or trade secrets** of corporations, partnerships, trusts, and individual proprietorships pursuant to the non-elected personnel matter exception, K.S.A. 75-4319(b)(4) to include: (people to participate besides governing body.) The open meeting will resume in the city council room at ____PM.

K.S.A. 75-4319. Closed or executive meetings; conditions; authorized subjects for discussion; binding action prohibited; certain documents identified in meetings not subject to disclosure. (a) Upon formal motion made, seconded and carried, all bodies and agencies subject to the open meetings act may recess, but not adjourn, open meetings for closed or executive meetings. Any motion to recess for a closed or executive meeting shall include a statement of (1) the justification for closing the meeting, (2) the subjects to be discussed during the closed or executive meeting and (3) the time and place at which the open meeting shall resume. Such motion, including the required statement, shall be recorded in the minutes of the meeting and shall be maintained as a part of the permanent records of the body or agency. Discussion during the closed or executive meeting shall be limited to those subjects stated in the motion.

(b) No subjects shall be discussed at any closed or executive meeting, except the following:

(1) Personnel matters of nonelected personnel;

(2) consultation with an attorney for the body or agency which would be deemed privileged in the attorney-client relationship;

(3) matters relating to employer-employee negotiations whether or not in consultation with the representative or representatives of the body or agency;

(4) confidential data relating to financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorships;

(5) matters relating to actions adversely or favorably affecting a person as a student, patient or resident of a public institution, except that any such person shall have the right to a public hearing if requested by the person;

(6) preliminary discussions relating to the acquisition of real property;