

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

May 13, 2021

7:00 PM Regular Meeting

CALL TO ORDER

PLEDGE OF ALLEGIANCE & PRAYER

MINUTES - Regular meeting of March 25, 2021

INVOICES - \$45,352.30

CITIZENS & GUESTS

- A. Teresa Kohler - Flag Day

DEPARTMENT REPORTS

- A. City Administrator
 - a. Fund Status Report
 - b. Payment Made to Energy Crisis
 - c. American Rescue Plan Slideshow
 - d. American Rescue Plan Stimulus Amounts

OLD BUSINESS

- A. Painted Crosswalks
- B. Old Fire Department Building

NEW BUSINESS

- A. Appointments
 - a. City Administrator – Audree Aguilera
 - b. City Clerk – LeaAnn Myers
 - c. City Treasurer – Maximus Brumback
 - d. City Superintendent – Brad Myers
 - e. Chief of Police – Michael Shields
 - f. Fire Chief – Bryson Shaffer
 - g. City Attorney – Stephen Jones
 - h. City Judge – Brian Johnson
 - i. Official Newspaper – Labette Avenue
 - j. Official Depository – Labette Bank
 - k. Designated Health Provider- Labette Health
- B. GO Bond for Fire Truck purchase- Res 284
- C. Personnel Handbook



- a. Need ordinance to repeal 148
- D. Labette Center for Mental Health Services Agreement
- E. Loan Agreement For Low-Interest Loan
- F. Gas Utility
- G. Electric Utility- Lineman Services, Rate Study, System Evaluation

EXECUTIVE SESSION MOTION

ADJOURNMENT

Note: Closed May 31, 2021 in observance of Memorial Day.

**MINUTES
CITY OF ALTAMONT
April 22, 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 Eric Rucker led the prayer. Councilmembers present: Craig Carnahan, Ben Cochran, Raymond Coffey and Paul Souders.
MINUTES	Councilmember Cochran moved and Souders seconded to approve the minutes of the April 8, 2021 meeting. Motion carried.
INVOICES	Councilmember Souders moved and Carnahan seconded to accept the invoices in the amount of \$113,678.41. Motion carried.
LAKE SIGNS	<p>Rob Gartner presented a design for new lake signs for Louis P. Gartner Recreation Area - Idle Hour Lake. Jerry Gartner's memorial was donated to the Altamont Recreation Commission to help fund this project with a total of \$1305.00. Mr. Gartner would like something that is maintenance free for the City. He stated he could do the footing for the sign along with a little help from the City. He has someone who can laser cut the signs.</p> <p>Councilmember Cochran and Carnahan seconded to allow the signage to be placed at the Lake as designated in the letter from Mr. Gartner. Motion carried.</p>
KMU	Mr. Gartner thanked the City for putting their trust in KMU for safety trainings.
CITY ADMINISTRATOR	<p>Report written by Audree Aguilera. Natural gas/energy crisis – payment agreements due by April 16th. Twenty percent of the April bill due by April 27th. Extensions may be requested with Council approval. Started looking into gas purchasing agents/KMGA. Starting to make adjustments on accounts and data entry of payment agreements. The draft of the personnel handbook is complete; reviewing with department heads for revisions. USDA Loan for fire truck in final stages; funds are now available. Working on OG Bond with Bond Counsel. Fire Truck is anticipated to arrive in November. Data entry of open cases into new court software. Departments have budget worksheets; due May 28. Wave Wireless anticipates updating Council room by the end of this month. The City of Altamont is anticipated to receive \$142,622 from the American Rescue Plan. The old swing set at the Lake is starting to deteriorate. We received pricing for pre-engineered swing-sets. Brad is worried about the liability and durability of making the swing sets ourselves. KMU safety meetings starting this month. First meeting is April 22; meetings will be on the first Thursday of the month at 10 AM. Upcoming items/project – Electric fund tabled to May 13th.</p> <p>Mayor Hayward stated \$100,000,000 was expanded for the fire grants. Mayor Hayward is hopeful we could still get some money towards our grant application. Councilmember Souders was pleased with the KMU training which he was able to attend.</p>
PAINTED CROSSWALKS	Mayor Hayward stated we have talked about doing painted crosswalks for two years. He would like to use school colors to show our support. Mayor Hayward stated we need to reach out to the school to see if they still have the templates for the grizzly paw.
OLD FIRE BUILDING	Mayor Hayward stated we need to look at getting new quotes for tearing down the old fire department and the possible replacement of that building. Audree stated the City may be able to use the new COVID funding or a CDBG grant for this project. Mayor Hayward had talked to LeaAnn about possibly putting a meeting room in that area.
LAKE SWINGS	<p>A quote was presented from Miracle Recreation for two new swing sets at Idle Hour Lake for \$3,888.00. For safety reasons, Audree feels like the City should get pre-engineered swings. Audree stated we have the funds in Capital Improvement or the Lake Fund.</p> <p>Councilmember Souders asked if LeaAnn had a chance to look at installing a zipline at the City Park. LeaAnn stated we need to look a little closer at the slope.</p> <p>Councilmember Cochran moved and Souders seconded to rescind the purchase of the metal from the previous motion and allow the purchase of the swing sets through Miracle Recreation for a total of \$3,880.00. Motion carried.</p>
CIC RENEWAL	<p>The annual renewal for Computer Information Concepts (CIC) was presented to Council for \$2,370.00. Court and Server Backup was removed from our invoice due to changing companies for these items. Councilmember Coffey questioned how often we call on CIC. LeaAnn stated we call on CIC all the time and all the calls are included in the agreement. CIC also allows the Cities to get together to decide how to spend money to make enhancements for their software. LeaAnn stated the City would lose an entire year of productivity by changing software. Audree expressed her concern that CIC is an Access based program. She would like to see them move to a web base program in the future. Audree and LeaAnn are not in favor of changing software at this time.</p> <p>Councilmember Cochran moved and Coffey seconded to allow the agreement between CIC and the City of Altamont. Motion carried.</p>

MINUTES
CITY OF ALTAMONT
April 22, 2021
Page 2

FIRE DEPARTMENT Audree attended the Mount Pleasant Township meeting last Monday. Audree asked about consolidating the Township and the City of Altamont in to a single department and making it the City of Altamont Fire Department. The City would then get the funds for the fire department instead of the Township. Chief Bryson Shaffer said our department covers several other townships for a total of 115 square miles. It would basically operate the same as it does now except the money would be mainstreamed. On the operational side nothing would change. Chief Shaffer said it is hard to make sure they purchase tools for both the Township and City. Audree wants to look at the legal side for switching it over and how the revenue would work. Councilmember Souders would like to hear on the follow up as Audree works on this. Councilmember Carnahan believes this would be the easiest way for purchasing new trucks. He is in favor of having one department. Chief Shaffer stated it will save money on equipment by having it combined.

Councilmember Cochran and Carnahan seconded to allow Audree to investigate the combining of City of Altamont and Mount Pleasant Fire Departments. Motion carried.

PET CLINIC Altamont Pet Clinic is Tuesday, April 27 from 3:00 – 5:00 PM in the Altamont Recycling Center.

ADJOURNMENT Councilmember Carnahan moved and Cochran seconded to adjourn the Council meeting at 7:57 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
ACE HARDWARE (61)				
14703		light bulb, bar chain/oil, wire,	Commodities	\$23.24
14703		light bulb, bar chain/oil, wire,	Commodities	\$23.24
14703		wire	Commodities	\$317.43
14703		light bulb, bar chain/oil, wire,	Commodities	\$23.24
14703		light bulb, bar chain/oil, wire,	Commodities	\$23.24
Subtotal for Vendor ACE HARDWARE :				\$410.39
ADVANCE INSURANCE COMPANY (885)				
Advance Life-5		Life Insurance Premiums	Benefits	\$6.36
Advance Life-5		Life Insurance Premiums	Benefits	\$6.36
Advance Life-5		Life Insurance Premiums	Benefits	\$6.36
Advance Life-5		Life Insurance Premiums	Benefits	\$14.90
Advance Life-5		Life Insurance Premiums	Benefits	\$14.90
Advance Life-5		Life Insurance Premiums	Benefits	\$6.36
Advance Life-5		Life Insurance Premiums	Benefits	\$6.36
Subtotal for Vendor ADVANCE INSURANCE COMPANY :				\$61.60
Altamont Builders Supply (150)				
112550		Garden hose,hose swivel, breaker, motion light, PVC cleanout, tape, washers, propane.	Commodities	\$42.70
112550		Garden hose,hose swivel, breaker, motion light, PVC cleanout, tape, washers, propane.	Commodities	\$42.72
112550		Garden hose,hose swivel, breaker, motion light, PVC cleanout, tape, washers, propane.	Commodities	\$42.72
112550		Garden hose,hose swivel, breaker, motion light, PVC cleanout, tape, washers, propane.	Commodities	\$42.72
112550		Garden hose,hose swivel, breaker, motion light, PVC cleanout, tape, washers, propane.	Commodities	\$21.77
Subtotal for Vendor Altamont Builders Supply :				\$192.63
ANIXTER INC (80191)				
4923183		Block and Tackle, ground chains	Commodities	\$1,652.38

Approved Invoices by Vendor Name- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
ANIXTER INC (80191)				
Subtotal for Vendor ANIXTER INC :				\$1,652.38
CHELSEA BRADFIELD (80192)				
51021		PARK DEPOSIT REFUND	Park Building Deposit Refunds	\$40.00
Subtotal for Vendor CHELSEA BRADFIELD :				\$40.00
CITY OF ALTAMONT (60)				
City of Altamont-3		Utility Bills	Bldg Cost/ Utilities/ Phone	\$456.87
City of Altamont-3		Utility Bills	Bldg Cost/ Utilities/ Phone	\$61.20
City of Altamont-3		Utility Bills	Bldg Cost/ Utilities/ Phone	\$230.15
City of Altamont-3		Utility Bills	Bldg Cost/ Utilities/ Phone	\$232.85
City of Altamont-3		Utility Bills	Commodities	\$124.73
City of Altamont-3		Utility Bills	Bldg Cost/ Utilities/ Phone	\$0.00
City of Altamont-3		Utility Bills	Commodities	\$190.91
City of Altamont-3		Utility Bills	Bldg Cost/ Utilities/ Phone	\$371.37
City of Altamont-3		Utility Bills	Bldg Cost/ Utilities/ Phone	\$102.49
City of Altamont-3		Utility Bills	Commodities	\$240.33
City of Altamont-3		Utility Bills	Bldg Cost/ Utilities/ Phone	\$922.81
Subtotal for Vendor CITY OF ALTAMONT :				\$2,933.71
City of Altamont Petty cash (40)				
052021		Lindsay Jones refund for water connect to liquor store	Contractual	\$10.00
Subtotal for Vendor City of Altamont Petty cash :				\$10.00
Corner Store (404)				
84928		UNLEAD FOR FD	Vehicle	\$6.33
84928		FOOD DURING GAS EMERGENCY	Commodities	\$57.09
84928		DIESEL	Vehicle	\$555.02
Subtotal for Vendor Corner Store :				\$618.44
Ditch Witch Financial Services (80064)				
Ditch Witch-5		Ditch Witch Monthly Payment	Contractual	\$927.72

Approved Invoices by Vendor Name- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
Ditch Witch Financial Services (80064)				
Subtotal for Vendor Ditch Witch Financial Services :				\$927.72
Dollar General-Regions 410526 (79653)				
1001059671		Clock, bleach, command hooks, water, paper towels	Commodities	\$15.70
1001059671		bleach, paper towels	Commodities	\$8.95
1001059671		Clock, bleach, command hooks, water, paper towels	Commodities	\$24.50
Subtotal for Vendor Dollar General-Regions 410526 :				\$49.15
EVERGY (1000)				
Evergy-5		Electric Bill	Bldg Cost/ Utilities/ Phone	\$25.98
Evergy-5		Electric Bill	Bldg Cost/ Utilities/ Phone	\$22.73
Evergy-5		Electric Bill	Commodities	\$496.66
Subtotal for Vendor EVERGY :				\$545.37
Green Environmental SVCS (579)				
454491		Bulk Trash Roll Off Dumpsters	Utility Costs	\$1,184.72
Subtotal for Vendor Green Environmental SVCS :				\$1,184.72
Hockett's Auto & Diesel LCC (80059)				
1326		New brakes, crosswind	Vehicle	\$1,041.18
Subtotal for Vendor Hockett's Auto & Diesel LCC :				\$1,041.18
Industrial Chem Labs (80177)				
327124		Degreaser	Commodities	\$456.61
Subtotal for Vendor Industrial Chem Labs :				\$456.61
INSURANCE AND BENEFITS GROUP (79967)				
47578		Contractor Equip Schedule Updated, Annual Audit	Contractual	\$1,075.00
47578		Contractor Equip Schedule Updated, Annual Audit	Contractual	\$1,075.00
47578		Contractor Equip Schedule Updated, Annual Audit	Contractual	\$1,075.00
47578		Contractor Equip Schedule Updated, Annual Audit	Contractual	\$1,075.00
47578		Contractor Equip Schedule Updated, Annual Audit	Contractual	\$1,075.00

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Vendor Invoice	PO	Description	Account Description	Invoice Amt
INSURANCE AND BENEFITS GROUP (79967)				
Subtotal for Vendor INSURANCE AND BENEFITS GROUP				\$5,375.00
JARRED, GILMORE & PHILLIPS, PA (432)				
44261		Annual Audit	Contractual	\$814.29
44261		Annual Audit	Contractual	\$814.29
44261		Annual Audit	Contractual	\$814.26
44261		Annual Audit	Contractual	\$814.29
44261		Annual Audit	Contractual	\$814.29
44261		Annual Audit	Contractual	\$814.29
44261		Annual Audit	Contractual	\$814.29
Subtotal for Vendor JARRED, GILMORE & PHILLIPS, PA :				\$5,700.00
Joshua Wilson (80193)				
5102021		Park Building Deposit Refund	Park Building Deposit Refunds	\$40.00
Subtotal for Vendor Joshua Wilson :				\$40.00
KANSAS DEPARTMENT OF REVENUE (865)				
KDOR-4		Utility Sales Tax	Contractual	\$2,470.38
Subtotal for Vendor KANSAS DEPARTMENT OF REVENUE				\$2,470.38
KANSAS ONE CALL SYSTEM INC (880)				
1040129		Kansas One Call	Contractual	\$4.40
1040129		Kansas One Call	Contractual	\$4.40
1040129		Kansas One Call	Contractual	\$4.40
Subtotal for Vendor KANSAS ONE CALL SYSTEM INC :				\$13.20
Koons Gas Measurement (79706)				
39137		Dresser Roots	Commodities	\$152.03
Subtotal for Vendor Koons Gas Measurement :				\$152.03
Labette Avenue (100)				
43021		Animal Ordinance	Animal Control	\$38.99

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City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
Labette Avenue (100)				
Subtotal for Vendor Labette Avenue :				\$38.99
LABETTE COUNTY PUBLIC (1057)				
Labette County Publi-4		Diesel and Gasoline	Vehicle	\$260.14
Labette County Publi-4		Diesel and Gasoline	Vehicle	\$260.16
Labette County Publi-4		Diesel and Gasoline	Vehicle	\$260.16
Labette County Publi-4		Diesel and Gasoline	Vehicle	\$260.16
Labette County Publi-4		Diesel and Gasoline	Vehicle	\$609.83
Subtotal for Vendor LABETTE COUNTY PUBLIC :				\$1,650.45
Labette Hardware (79848)				
2104309643		Pressure Gauge	Commodities	\$51.00
Subtotal for Vendor Labette Hardware :				\$51.00
LEAGUE OF KANSAS (980)				
211115		City Attorney Conference	Training/ Conferences/ Dues	\$65.00
Subtotal for Vendor LEAGUE OF KANSAS :				\$65.00
MASTERCARD UTILITY DEPARTMENT (1251)				
5122021		Jeans, Switch for Sewer Jetter	Commodities	\$94.36
5122021		CDL License	Contractual	\$23.44
5122021		Jeans	Commodities	\$44.37
5122021		Jeans	Commodities	\$44.37
5122021		Jeans	Commodities	\$44.37
5122021		Jeans	Commodities	\$44.37
Subtotal for Vendor MASTERCARD UTILITY DEPARTME				\$295.28
MCCARTY'S (1245)				
106096		printing, cards, pens, clipboard, file cabinet, ink cartdridge, paper, folder	Commodities	\$115.99
106096		printing, cards, pens, clipboard, file cabinet, ink cartdridge, paper, folder	Commodities	\$115.99

Approved Invoices by Vendor Name- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
MCCARTY'S (1245)				
106096		printing, cards, pens, clipboard, file cabinet, ink cartdridge, paper, folder	Commodities	\$115.99
106096		printing, cards, pens, clipboard, file cabinet, ink cartdridge, paper, folder	Commodities	\$115.96
106096		printing, cards, pens, clipboard, file cabinet, ink cartdridge, paper, folder	Commodities	\$115.99
106096		printing, cards, pens, clipboard, file cabinet, ink cartdridge, paper, folder	Commodities	\$115.99
106096		printing, cards, pens, clipboard, file cabinet, ink cartdridge, paper, folder	Commodities	\$115.99
Subtotal for Vendor MCCARTY'S :				\$811.90
MIDWEST MINERALS, LLC (1340)				
500392		Rock for Lake	Commodities	\$1,071.63
Subtotal for Vendor MIDWEST MINERALS, LLC :				\$1,071.63
MIKE CARPINO FORD PARSONS (80041)				
03983		Program for Ford Truck	Vehicle	\$13.13
03983		Program for Ford Truck	Vehicle	\$13.13
03983		Program for Ford Truck	Vehicle	\$13.11
03983		Program for Ford Truck	Vehicle	\$13.13
Subtotal for Vendor MIKE CARPINO FORD PARSONS :				\$52.50
Miller Tire and Lube LLC (80159)				
4222021		Wipe Blade	Vehicle	\$14.99
4222021		Wipe Blade	Vehicle	\$14.99
4222021		Wipe Blade	Vehicle	\$14.99
4222021		Wipe Blade	Vehicle	\$14.99
Subtotal for Vendor Miller Tire and Lube LLC :				\$59.96
NAPA (1439)				
44340171		Fuel filter, Coil	Vehicle	\$80.30
Subtotal for Vendor NAPA :				\$80.30

Approved Invoices by Vendor Name- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
National Integrated Pest Mgt. (1442)				
54615		Pest Control	Contractual	\$33.00
54615		Pest Control	Contractual	\$34.00
54615		Pest Control	Contractual	\$33.00
Subtotal for Vendor National Integrated Pest Mgt. :				\$100.00
O'REILLY AUTOMOTIVE INC (1550)				
0137273049		Hose, Diesel Treatment	Vehicle	\$143.88
0137273049		Hose, Diesel Treatment	Vehicle	\$33.17
Subtotal for Vendor O'REILLY AUTOMOTIVE INC :				\$177.05
Protective Equipment Testing Laboratory (795)				
74450		Test for Electric Truck	Vehicle	\$585.00
Subtotal for Vendor Protective Equipment Testing Labora				\$585.00
PUBLIC WHOLESALE WATER SUPPLY (1680)				
Public Whole Water-4		Water Utility Cost	Utility Costs	\$10,000.00
Subtotal for Vendor PUBLIC WHOLESALE WATER SUPP				\$10,000.00
Regional Veterinary Service (1800)				
043021		Boarding for Dog	Animal Control	\$130.00
Subtotal for Vendor Regional Veterinary Service :				\$130.00
Sally Robison (79530)				
052021		Park Building Deposit Return	Park Building Deposit Refunds	\$40.00
Subtotal for Vendor Sally Robison :				\$40.00
SEK Assoc. of Fire Chiefs (1911)				
05112021		Annual Dues	Training/ Conferences/ Dues	\$75.00
Subtotal for Vendor SEK Assoc. of Fire Chiefs :				\$75.00
TAYLOR BRADFIELD (80194)				
052021		Park Building Deposit Refund	Park Building Deposit Refunds	\$40.00

Approved Invoices by Vendor Name- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
TAYLOR BRADFIELD (80194)				
Subtotal for Vendor TAYLOR BRADFIELD :				\$40.00
THOMAS IMPLEMENT (2230)				
36348		Monthly Water Samples, Box Blade, Hoses for street sweeper	Vehicle	\$28.65
36348		Monthly Water Samples, Box Blade, Hoses for street sweeper	Vehicle	\$28.65
36348		Monthly Water Samples, Box Blade, Hoses for street sweeper	Vehicle	\$28.65
36348		Monthly Water Samples, Box Blade, Hoses for street sweeper	Vehicle	\$28.66
36348		Monthly Water Samples, Box Blade, Hoses for street sweeper	Contractual	\$19.90
Subtotal for Vendor THOMAS IMPLEMENT :				\$134.51
Thomas Implement, Inc (80195)				
8155a		Backhoe Repairs	Vehicle	\$54.75
8155a		Backhoe Repairs	Vehicle	\$54.76
8155a		Backhoe Repairs	Vehicle	\$54.76
8155a		Backhoe Repairs	Vehicle	\$54.76
Subtotal for Vendor Thomas Implement, Inc :				\$219.03
TouchTone Communications (754)				
TouchTone-5		long distance	Bldg Cost/ Utilities/ Phone	\$9.20
TouchTone-5		Long Distance Charges	Bldg Cost/ Utilities/ Phone	\$9.20
TouchTone-5		long distance	Bldg Cost/ Utilities/ Phone	\$9.27
TouchTone-5		long distance	Contractual	\$9.20
TouchTone-5		long distance	Bldg Cost/ Utilities/ Phone	\$9.20
TouchTone-5		long distance	Bldg Cost/ Utilities/ Phone	\$9.20
TouchTone-5		long distance	Bldg Cost/ Utilities/ Phone	\$9.20
TouchTone-5		long distance	Bldg Cost/ Utilities/ Phone	\$9.20
Subtotal for Vendor TouchTone Communications :				\$73.67

Approved Invoices by Vendor Name- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
UTILITY SAFETY AND DESIGN INC (80031)				
20211647		Gas Oderant	Commodities	\$432.25
Subtotal for Vendor UTILITY SAFETY AND DESIGN INC :				\$432.25
VISA - 5830 (80198)				
05122021		PD Academy, Food, Fuel	Training/ Conference/ Dues	\$329.96
Subtotal for Vendor VISA - 5830 :				\$329.96
Visa - 6275 (79532)				
5122021		cpm food, fuel, hotel	Training/ Conferences/ Dues	\$376.50
Subtotal for Vendor Visa - 6275 :				\$376.50
VISA - POLICE DEPT (2447)				
5122021		TV and Roku stick for Sleeping Quarters	Commodities	\$183.97
Subtotal for Vendor VISA - POLICE DEPT :				\$183.97
VISA 6697 (80098)				
05122021		Table cloths and tables for council room	Capital Outlay	\$887.96
Subtotal for Vendor VISA 6697 :				\$887.96
Vision Service Plan (CT) (79945)				
VSP-4		Vision Plan	Benefits	\$18.12
VSP-4		Vision Plan	Benefits	\$18.10
VSP-4		Vision Plan	Benefits	\$18.12
VSP-4		Vision Plan	Benefits	\$18.12
VSP-4		Vision Plan	Benefits	\$18.12
VSP-4		Vision Plan	Benefits	\$18.12
VSP-4		Vision Plan	Benefits	\$18.12
VSP-4		Vision Plan	Contractual	\$60.64
Subtotal for Vendor Vision Service Plan (CT) :				\$187.46
WCA Parsons KS Transfer Statn. (2441)				
WCA-2		Trash Utility Cost	Utility Costs	\$3,328.42

Approved Invoices by Vendor Name- Summary

City of Altamont

Vendor				
Invoice	PO	Description	Account Description	Invoice Amt
<hr/>				
WCA Parsons KS Transfer Statn. (2441)				
			Subtotal for Vendor WCA Parsons KS Transfer Statn. :	\$3,328.42

Approved Invoices by Vendor Name- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
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Grand Total: \$45,352.30

Approved Invoices - Fund/Dept. Totals

Fund	Fund Total	Fund Name
01 General Fund		
01 General Government		\$2,632.83
02 Gen Police		\$3,003.85
03 General Court		\$879.29
04 General Fire		\$272.24
05 General Park		\$442.28
11 Municipal Pool		\$0.00
		<hr/>
		\$7,230.49
03 Municipal Equipment Reser		
00 NonDepartmental		\$927.72
		<hr/>
		\$927.72
09 Lake Fund		
00 NonDepartmental		\$1,702.22
		<hr/>
		\$1,702.22
50 Water Utility Fund		
00 NonDepartmental		\$12,827.83
		<hr/>
		\$12,827.83
51 Electric Utility Fund		
00 NonDepartmental		\$5,305.43
		<hr/>
		\$5,305.43
52 Gas Utility Fund		

Approved Invoices by Vendor Name- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
	00	NonDepartmental	\$3,338.10	
			\$3,338.10	
	53	Sewer Utility Fund		
	00	NonDepartmental	\$3,954.73	
			\$3,954.73	
	54	Sanitation Utility Fund		
	00	NonDepartmental	\$7,524.76	
			\$7,524.76	
	59	Unapplied Credit		
	00	NonDepartmental	\$10.00	
			\$10.00	
	60	Sales Tax		
	00	NonDepartmental	\$2,470.38	
			\$2,470.38	
	82	Insurance Reserve Fund		
	00	NonDepartmental	\$60.64	
			\$60.64	
		Grand Total:	\$45,352.30	

AP Check Register (APLT43)

City of Altamont

	Check No	Check Date	Vendor No	Vendor Name	Check Amount
Bank No:	1	Account:	006572		
	34587	5/13/2021	61	ACE HARDWARE	\$410.39
	34588	5/13/2021	885	ADVANCE INSURANCE COMPANY	\$61.60
	34589	5/13/2021	150	Altamont Builders Supply	\$192.63
	34590	5/13/2021	80191	ANIXTER INC	\$1,652.38
	34591	5/13/2021	80192	CHELSEA BRADFIELD	\$40.00
	34592	5/13/2021	60	CITY OF ALTAMONT	\$2,933.71
	34593	5/13/2021	40	City of Altamont Petty cash	\$10.00
	34594	5/13/2021	404	Corner Store	\$618.44
	34595	5/13/2021	80064	Ditch Witch Financial Services	\$927.72
	34596	5/13/2021	79653	Dollar General-Regions 410526	\$49.15
	34597	5/13/2021	1000	EVERGY	\$545.37
	34598	5/13/2021	579	Green Environmental SVCS	\$1,184.72
	34599	5/13/2021	80059	Hockett's Auto & Diesel LCC	\$1,041.18
	34600	5/13/2021	80177	Industrial Chem Labs	\$456.61
	34601	5/13/2021	79967	INSURANCE AND BENEFITS GROUP	\$5,375.00
	34602	5/13/2021	432	JARRED, GILMORE & PHILLIPS, PA	\$5,700.00
	34603	5/13/2021	80193	Joshua Wilson	\$40.00
	34604	5/13/2021	880	KANSAS ONE CALL SYSTEM INC	\$13.20
	34605	5/13/2021	79706	Koons Gas Measurement	\$152.03
	34606	5/13/2021	100	Labette Avenue	\$38.99
	34607	5/13/2021	1057	LABETTE COUNTY PUBLIC	\$1,650.45
	34608	5/13/2021	79848	Labette Hardware	\$51.00
	34609	5/13/2021	980	LEAGUE OF KANSAS	\$65.00

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

Check No	Check Date	Vendor No	Vendor Name	Check Amount
34610	5/13/2021	1251	MASTERCARD UTILITY DEPARTMENT	\$295.28
34611	5/13/2021	1245	MCCARTY'S	\$811.90
34612	5/13/2021	1340	MIDWEST MINERALS, LLC	\$1,071.63
34613	5/13/2021	80041	MIKE CARPINO FORD PARSONS	\$52.50
34614	5/13/2021	80159	Miller Tire and Lube LLC	\$59.96
34615	5/13/2021	1439	NAPA	\$80.30
34616	5/13/2021	1442	National Integrated Pest Mgt.	\$100.00
34617	5/13/2021	1550	O'REILLY AUTOMOTIVE INC	\$177.05
34618	5/13/2021	79536	Protective Equipment Testing Laboratory	\$585.00
34619	5/13/2021	1680	PUBLIC WHOLESALE WATER SUPPLY	\$10,000.00
34620	5/13/2021	1800	Regional Veterinary Service	\$130.00
34621	5/13/2021	79530	Sally Robison	\$40.00
34622	5/13/2021	1911	SEK Assoc. of Fire Chiefs	\$75.00
34623	5/13/2021	80194	TAYLOR BRADFIELD	\$40.00
34624	5/13/2021	2230	THOMAS IMPLEMENT	\$134.51
34625	5/13/2021	80195	Thomas Implement, Inc	\$219.03
34626	5/13/2021	754	TouchTone Communications	\$73.67
34627	5/13/2021	80031	UTILITY SAFETY AND DESIGN INC	\$432.25
34628	5/13/2021	80198	VISA - 5830	\$329.96
34629	5/13/2021	79532	Visa - 6275	\$376.50
34630	5/13/2021	2447	VISA - POLICE DEPT	\$183.97
34631	5/13/2021	80098	VISA 6697	\$887.96
34632	5/13/2021	79945	Vision Service Plan (CT)	\$187.46
34633	5/13/2021	2441	WCA Parsons KS Transfer Statn.	\$3,328.42

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

Check No	Check Date	Vendor No	Vendor Name	Check Amount
Bank Account Totals:				\$42,881.92
Total Of Checks:				\$42,881.92

AP Wire Register (APLT44)

City of Altamont

Wire Nbr.	Wire Date	Vendor No	Vendor Name	Wire Amount
Bank No: 1	Account:	006572		
-793	5/13/2021	865	KANSAS DEPARTMENT OF REVENUE	\$2,470.38
Bank Account Totals:				\$2,470.38
Total Of Wires:				\$2,470.38

**City Administrator Report
City Council May 13, 2021****Working Items / Projects**

- 1) Natural Gas/ Energy Crisis – Agreement with State of Kansas for Low-Interest Loan. Review of Gas Purchasing agent and contract with KMGA.
- 2) The draft of the Personnel Handbook is complete. Reviewed with Department Heads and EMC Insurance Attorney's for revisions and compliance with state/ federal laws. Once the Personnel Handbook is approved, I will begin the update and development of a Pay Plan. This will update Job Descriptions and Pay Structure.
- 3) USDA Loan for fire truck in Final stages. Funds are now available. GO Bond with Gilmore and Bell for approval tonight. Fire Truck is anticipated to arrive in November.
- 4) Data entry of open cases into new court software.
- 5) Departments have budget worksheets. Due by May 28th.
- 6) iPad arrived from Wave Wireless. They will be here the end of this week and next to set up new sound system.
- 7) The City of Altamont is anticipated to receive \$142,662 from American Rescue Plan. Attended a webinar last week. Funds can be used on Sewer/Water investments, COVID, Economic Development, and other. 1st half will be sent by the end of the month. 2nd half send May 2022. I have a gotten an estimate for a study of our Lagoon/ Sewer system.
- 8) Swings are ordered for Lake.
- 9) Working on draft of towing policy.
- 10) Attended the CDBG annual workshop in Parsons. I will begin the HAT and LMI Survey in the coming months. This will open a variety of housing, infrastructure, and other grant funds for future projects.



Upcoming Items/ Projects

1) Electric Fund

a. Tabled to May 13th

Fund Status Report

City of Altamont

Report Selection Criteria:

Selected Fund Type: ALL
 Include Encumbrances? NO
 Include Pri Yr Liabilities? NO
 Printed in Alpha by Fund Name? NO

Fiscal Year: 2021

From Period: 1

To Period: 5

From Date: 1/1/2021

Thru Date: 5/3/2021

Option: YTD

Selected Funds :

	Beginning Balance	Receipts	Disbursements	Transfers	Ending Balance
General Fund (01)					
01 - General Fund	\$37,283.85	\$200,897.23	(\$195,628.49)	\$0.00	\$42,552.59
02 - Public Safety Equipment	\$9,219.66	\$0.00	(\$5,793.96)	\$0.00	\$3,425.70
03 - Municipal Equipment Reserve	\$108,455.15	\$54,498.52	(\$9,918.92)	\$0.00	\$153,034.75
04 - Library	\$22,674.78	\$12,881.51	(\$6,773.56)	\$0.00	\$28,782.73
05 - Recreation	\$0.00	\$3,001.29	\$0.00	\$0.00	\$3,001.29
06 - Meter Deposit Fund	\$14,009.73	\$3,810.27	(\$17,820.00)	\$0.00	\$0.00
07 - Special Highway Fund	\$38,681.33	\$27,992.00	(\$24.90)	\$0.00	\$66,648.43
09 - Lake Fund	\$40,316.68	\$4,185.00	(\$7,818.41)	\$0.00	\$36,683.27
50 - Water Utility Fund	\$67,309.77	\$97,010.89	(\$111,584.29)	\$0.00	\$52,736.37
51 - Electric Utility Fund	\$178,776.26	\$592,956.92	(\$616,754.77)	\$0.00	\$154,978.41
52 - Gas Utility Fund	\$67,159.46	\$1,139,245.79	(\$892,930.42)	\$0.00	\$313,474.83
53 - Sewer Utility Fund	\$8,561.17	\$49,907.06	(\$55,458.54)	\$0.00	\$3,009.69
54 - Sanitation Utility Fund	\$63,996.93	\$50,898.34	(\$43,274.82)	\$0.00	\$71,620.45
59 - Unapplied Credit	\$48,319.64	\$18,257.82	(\$57,930.79)	\$0.00	\$8,646.67
60 - Sales Tax	\$2,091.54	\$26,461.54	(\$25,488.38)	\$0.00	\$3,064.70
61 - Heatshare	\$5.00	\$957.86	(\$952.86)	\$0.00	\$10.00
62 - Capital Improvement Fund	\$252,796.87	\$131,020.01	(\$218,000.00)	\$0.00	\$165,816.88
65 - Al's Fitness Center	\$50.00	\$250.00	(\$245.00)	\$0.00	\$55.00
67 - Flexible Medical Spending Acct	\$0.00	\$200.00	(\$500.00)	\$0.00	(\$300.00)
71 - Water Reserve	\$58,900.30	\$6,800.00	\$0.00	\$0.00	\$65,700.30
72 - Electric Reserve	\$60,952.22	\$36,952.00	(\$16,952.00)	\$0.00	\$80,952.22
75 - Water Bond and Interest	\$149,025.15	\$14,000.00	(\$40,575.98)	\$0.00	\$122,449.17
76 - Gas Reserve	\$91,438.49	\$5,000.00	\$0.00	\$0.00	\$96,438.49
79 - Sewer Reserve	\$77,390.98	\$24,000.00	\$0.00	\$0.00	\$101,390.98
81 - KDOT Round About Project	\$8,672.23	\$6,027.39	(\$4,110.79)	\$0.00	\$10,588.83
82 - Insurance Reserve Fund	\$58,914.41	\$2,059.37	(\$8,761.55)	\$0.00	\$52,212.23
99 - Clearing Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Fund Status Report

City of Altamont

Report Selection Criteria:

Selected Fund Type: ALL
Include Encumbrances? NO
Include Pri Yr Liabilities? NO
Printed in Alpha by Fund Name? NO

Fiscal Year: 2021

From Period: 1

To Period: 5

From Date: 1/1/2021

Thru Date: 5/3/2021

Option: YTD

Selected Funds :

	Beginning Balance	Receipts	Disbursements	Transfers	Ending Balance
* Fund Type Total *	\$1,465,001.60	\$2,509,270.81	(\$2,337,298.43)	\$0.00	\$1,636,973.98
* Report Total *	\$1,465,001.60	\$2,509,270.81	(\$2,337,298.43)	\$0.00	\$1,636,973.98

Energy Crisis -February 2021

Invoices Totals		KS Low-Interest Loan			Fund 62-Capital Fund			Fund 72- Electric Reserve		
Gas Bill	\$773,900.30	\$727,592.20			\$218,000.00			\$16,952.00		
Electric Bill Amount	\$273,170.18	Date	Payment	Balance	Date	Payment	Balance	Date	Payment	Balance
Total	\$1,047,070.48				4/30/2021	\$ 100,000.00	\$118,000.00	4/30/2021	\$ 16,952.00	\$0.00
Revenue Allocation										
KS Low Interest Loan	\$727,592.50									
Fund 62- Capital Improvement	\$218,000.00									
Fund 72- Electric Reserve	\$16,952.00									
Fund 51- Electric	\$38,218.18									
Fund 52- Gas	\$46,308.10									
TOTAL	\$1,047,070.78									



The American Rescue Plan Act & Kansas Cities

April 28, 2021



Erik Sartorius
Executive Director
League of Kansas Municipalities
esartorius@lkm.org

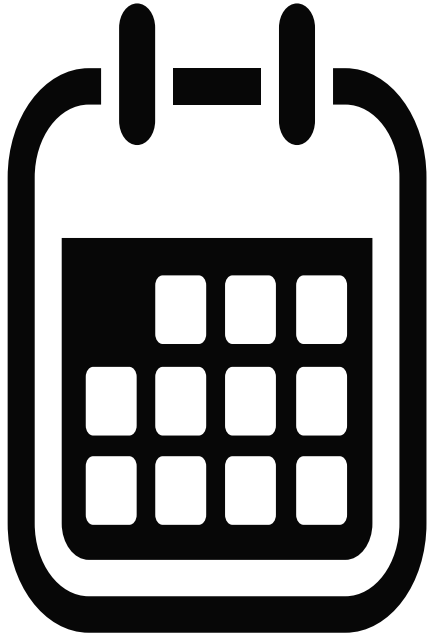




- We will monitor the webinar chat and handle Q&A at the end of the webinar. Please submit your questions!
- This presentation will also be recorded and available for review at our website: www.lkm.org/ARP2021

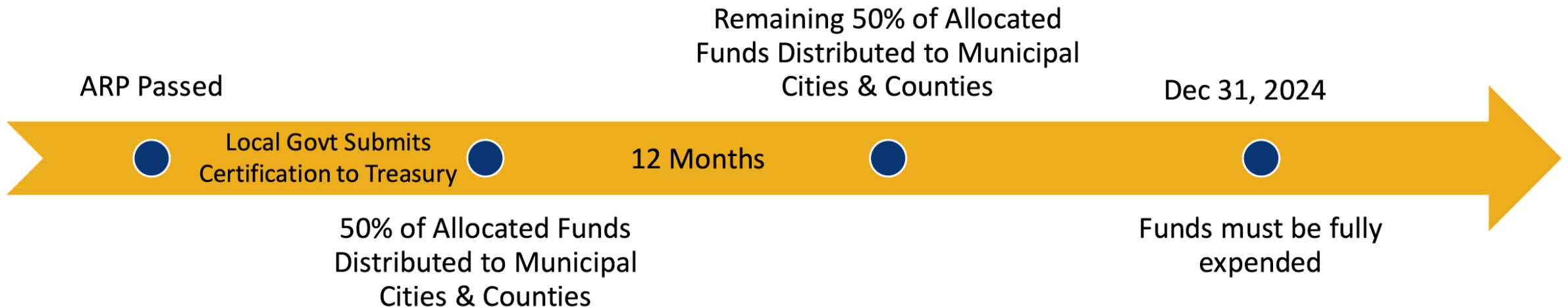
What Will Kansas Receive?

- \$1.568B - Kansas Allocation
 - Cities will receive \$424M
 - Counties will receive \$565M
- Cities over 50,000 in population and all counties will receive funds directly from the U.S. Treasury.
- Cities under 50,000 in population will receive the funds from the State. The State has 30 days to disperse the funds, once received.

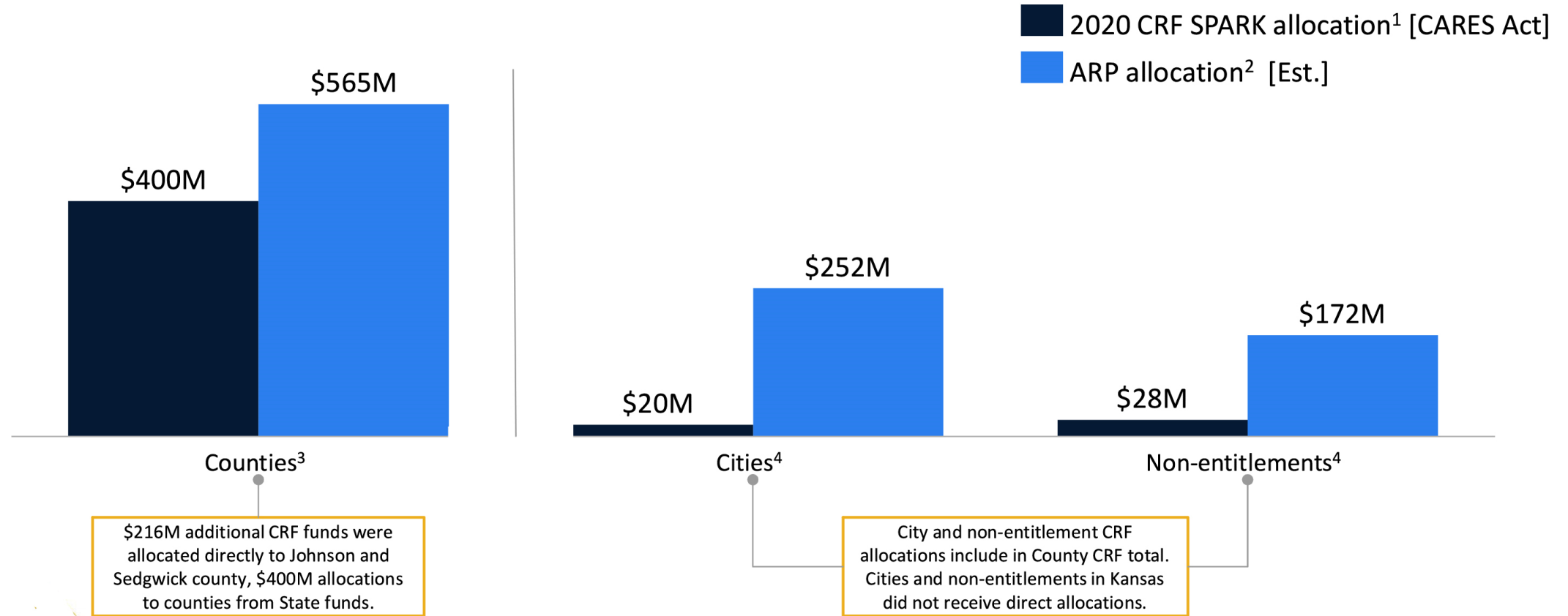


- Treasury funds begin to be sent approximately May 10, 2021. Most cities should expect funds by mid-June.
- The funding for your city will be received in two tranches:
 - One half in 2021
 - One half in 2022 (no earlier than 12 months)

When Will Funds be Received?



Comparison of ARP Funds to CRF SPARK Funds [CARES Act]



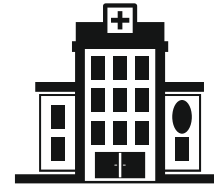
Source: Kansas Office of Recovery, March 2021

What Other Existing and New Programs Will Also Receive ARP Funding?



Education

- Reopening K-12 schools
- Addressing learning needs
- Higher education emergency relief



Healthcare

- COVID-19 testing and mitigation
- Vaccine programs
- Public health workforce
- Mental health



Childcare

- Childcare Development Block Grant
- Childcare stabilization fund for providers



Housing

- Emergency rental assistance
- Homeowner assistance
- Homelessness assistance
- Emergency Housing Choice Vouchers



Businesses

- Reauthorization of State Small Credit Initiative (SSCBI)
- Grants to restaurants and bars



Transit

- Public transit agencies
- Broadband connectivity



NLC Link:

[Estimated Local
Allocations in the
American Rescue Plan -
National League of Cities
\(nlc.org\)](#)

NLC Link:

[COVID-19 Pandemic
Response & Relief -
National League of Cities
\(nlc.org\)](#)

League Site for Kansas Cities:

<https://www.lkm.org/ARP2021>

Municipal Allocations

A portrait of Irma Esparza Diggs, a woman with dark hair, smiling, wearing a purple top and a turquoise necklace. The background is a blurred indoor setting with warm lighting.

Irma
Esparza Diggs

NLC NATIONAL
LEAGUE
OF CITIES

CITIES STRONG TOGETHER

Urgent Funding to Stabilize Government Operations, Households, and Small Businesses

- The American Rescue Plan Act became law on March 11, 2021 (P.L. 117-2)
- For the first time, all 19,000 municipal governments are entitled to a direct, non-competitive federal formula grant from the U.S. Treasury Department.

Direct funding means:

1. All cities, towns, and villages are entitled to a federal grant from the new Coronavirus Local Fiscal Recovery Fund.
2. Aid obligated to municipalities is not in any way mingled with aid obligated to state or county governments.
3. Aid for municipalities is protected from state or county interference by iron-clad statutes compelling states to comply, including penalties for states that fail to carry out their responsibilities to small cities and towns.

The \$360 billion in funding under this section is broken down as follows:

- **State Governments:** \$195.3 billion
- **Tribal Governments:** \$20 billion to federally recognized tribal governments
- **Local Governments:** \$130.2 billion split evenly into
 - \$65.1 billion for 19,000+ municipal governments; and
 - \$65.1 billion for 3,000+ county governments
- New “Capital Project Fund”: \$10 billion for **broadband** grants to states
 - “to carry out critical capital projects directly enabling work, education, and health monitoring, including remote options, in response to the public health emergency.”

\$65.1 billion in funding to address an estimated \$90 billion combined revenue shortfall.

- Most cities will not receive a grant amount that is completely equal to their needs

Grant Calculations Based on a Modified CDBG formula

- 70% of funds, or \$45.5 billion, is obligated to cities with 50,000 or more residents
 - Grant calculations based on population size, poverty rates, and measures of housing instability. *(Prioritizes targeting to need)*
- 30% of funds, or \$19.5 billion, is obligated to cities with less than 50,000 residents
 - Grant calculations based on population size only. *(Prioritizes simplification)*

Small Cities Cap

- Small city grants cannot be greater than an amount equal to 75 percent of the city's most recent pre-pandemic budget.
- Blunt instrument to overcome unavailability of precise data for small localities.

2 Year Funding Certainty

- Grants will be released in 2 tranches. ½ following enactment and ½ 12 months following receipt of first payment

Spending Deadline

- Money remains available until December 31, 2024; unexpended funds must be returned to Treasury.

Permissions

- Recipient governments can transfer funds to a:
 - Private nonprofit organization
 - A public benefit corporation involved in the transportation of passengers or cargo
 - A special-purpose unit of State or local government.
- No restrictions on local governments prohibiting tax-cuts or local stimulus payments

Restrictions

- Small cities may not receive more than 75 percent of the city's most recent budget
- Grant monies may not be used for pension funds
- State governments, not cities, are prohibited from spending to replace revenue declines resulting from tax cuts enacted since March 3, 2021. (Currently subject to lawsuits)

Requirements

- All grantees shall provide the Treasury Department with periodic reports providing a detailed accounting of the uses of funds
- Metropolitan Cities (+50k population) need DUNS number and active SAM registration
- Non-entitlement units (-50k population) need DUNS number

1. To respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - *No more restrictive than the CARES Act Coronavirus Relief Fund*
2. To respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers of the metropolitan city, nonentitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
 - *Allows a municipality to provide up to \$13 per hour above regular wages.*
3. For the provision of government services to the extent of the reduction in revenue of such metropolitan city, nonentitlement unit of local government, or county due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, nonentitlement unit of local government, or county prior to the emergency; or
 - *Allows revenue replacement. The base year to measure lost revenue against is not the most recent full fiscal year, but the most recent full fiscal year **prior to the emergency**.*
4. To make necessary investments in water, sewer, or broadband infrastructure.
 - *Treasury will provide additional guidance*

1. Use dedicated grants and programs first whenever possible

Save Local Fiscal Recovery Funds for gaps and priorities not eligible for other federal and state assistance programs

2. Assess government operations AND community needs

Ask valuable staff and stakeholders for help creating a comprehensive needs assessment; be prepared to pivot

3. Prioritize fiscal stability and returning to work

Save pet projects for earmarks

4. Maintain records and document success

Create long-term information infrastructure for your future leaders

5. Your Congressional Delegation is part of your success

Invite Members of Congress to re-openings, ribbon-cuttings, etc...

Direct Stimulus Payments

- \$1,400 per person, reduced eligibility (\$80,000)
- Local governments should have an economic mobility strategy

Tax Credits

- Makes states and local governments eligible for FFCRA paid leave reimbursable tax credit, beginning March 31, 2021
- Child Tax Credits improvements for 2021
- Strengthening the earned income tax credit (EITC), including for individuals with no qualifying children
 - Under the traditional rules, the maximum EITC for 2021 for a taxpayer with no qualifying children was scheduled to be a \$543. The maximum 2021 EITC is upped to \$1,502 under ARPA.

Benefits

- Enhanced Unemployment Insurance

Renter and Homeowner Assistance

- \$21 billion for Emergency rent relief and utility assistance; extra for rural housing
- \$10 billion for Homeowner Assistance Fund – mortgage payments, property taxes, utilities, insurance

Homeless Intervention

- \$5 billion for Emergency housing vouchers to address homelessness
- \$5 billion for HUD Homeless Assistance Programs
- \$400 million for FEMA Emergency Food and Shelter Program

Utility Assistance

- \$4.5 billion for Low Income Home Energy Assistance Program (LIHEAP)
- \$500 million for Low-Income Household Drinking Water and Wastewater Emergency Assistance Program

Nutrition Assistance

- Emergency assistance through the Supplemental Nutrition Assistance Program (SNAP)
- Extends Pandemic-EBT
- Invests in the Women's Infants & Children (WIC) program
- Increase support for seniors and youth in emergency shelters

Youth and Education

- \$7 billion for E-Rate Emergency Connectivity Fund
- \$39 billion in childcare relief funds
- \$1 billion for Head Start programs
- \$167 billion in education funding for K-12 and high education

Small Business Access to Credit

- \$50 billion for SBA
- \$7.25 billion for the Paycheck Protection Program
- \$15 billion for EIDL grants to businesses in low-income communities
- \$10 billion was allocated for the State Small Business Credit Initiative

Targeted Relief

- \$28.6 billion for food service businesses
- \$1.25 billion for shuttered arts and culture venues
- \$175 million for “community navigator” pilot program
- Corporation for Public Broadcasting – stabilization grants to small and rural stations

Intervention for Disproportionate Harm

- \$3 billion for EDA Economic Adjustment Assistance Grants (competitive)
 - 25% reserved for states and communities to address losses in the travel, tourism or outdoor recreation sectors

Transportation

- \$30.5 billion for grants to transit agencies
- \$8 billion for relief for airports and airport concessions

COVID-19 Testing, Tracing and Vaccinating

- \$47.8 billion for testing, contact tracing and mitigation
- \$7.5 billion to improve nationwide vaccine distribution and administration
- \$1 billion to strengthen vaccine confidence

Public Safety & Health

- \$7.7 Billion for Public Health and Behavioral Health Workforce
- \$3 billion to Substance Abuse and Mental Health Services Administration (SAMSHA) State Block Grants
- \$20 million Youth Suicide Prevention Grants
- \$420 million Certified Community Behavioral Health Clinics

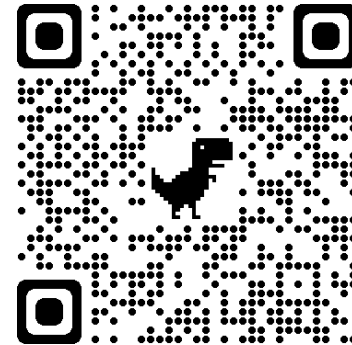
FEMA Funding

- \$50 Billion for Disaster Assistance
- \$300 Million for FEMA Fire Grants
- \$650 Million Cyber Attacks
- \$450 Million for FEMA Food and Shelter
- Public Assistance is 100 percent federal share from January 2020 to December 2021
- Funeral Assistance

NLC is working with the Treasury Department and White House on the implementation of this section of the American Rescue Plan Act, as well as work to make suggestions on guidance.

NLC's COVID-19 Hub: <https://www.nlc.org/covid-19-pandemic-response/>

- Estimated Allocations
- ARPA Section Summaries
- FAQs
- Blogs



Share your ARPA questions and stories through NLC's form!

Membership Regions



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Alejandra Piers-Torres
Midwest Region
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Timothy Evans
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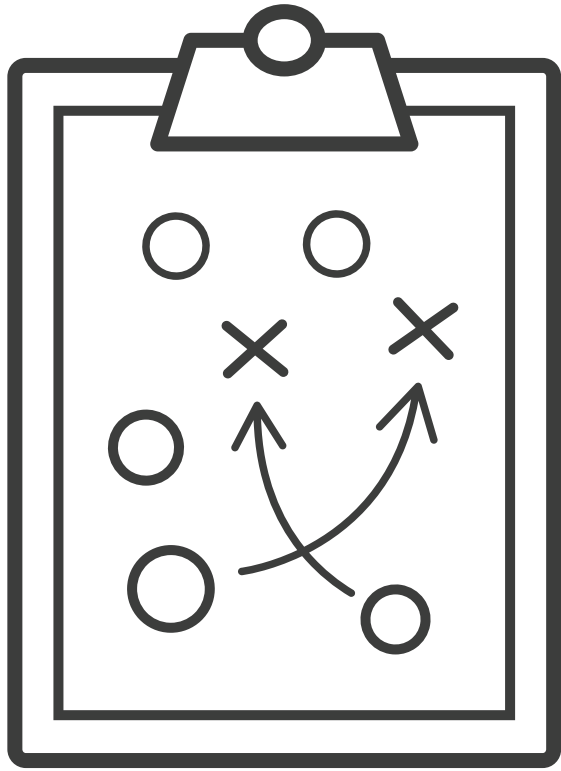


@LEAGUEOFCITIES



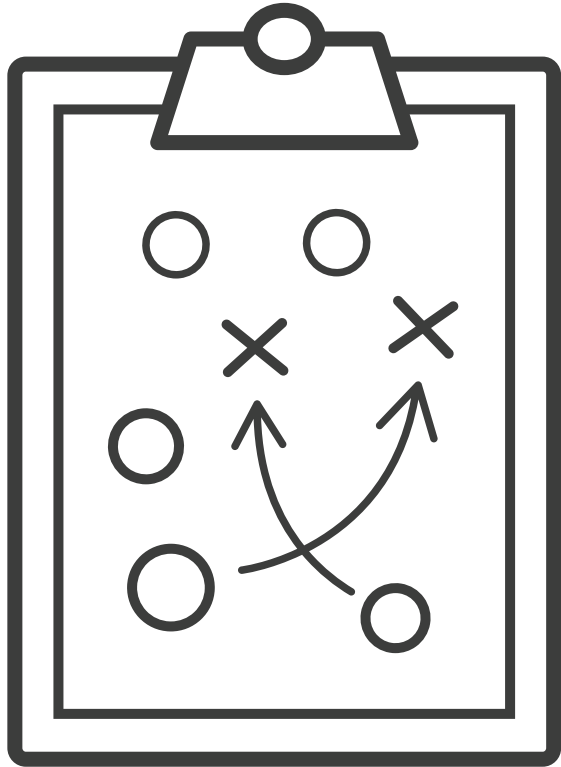
- As noted earlier, non-entitlement units (cities under 50K) must have a valid DUNS number to meet reporting the requirements under the program.
- A DUNS number is a unique nine-character number used to identify an organization and is issued by Dun & Bradstreet. The federal government uses the DUNS number to track how federal money is allocated.
- A DUNS number is required prior to registering with the SAM database. Registering for a DUNS number is free of charge. If an entity does not have a valid DUNS number, please visit <https://fedgov.dnb.com/webform/> or call 1-866-705-5711 to begin the registration process.

What Should You Be Doing Now?



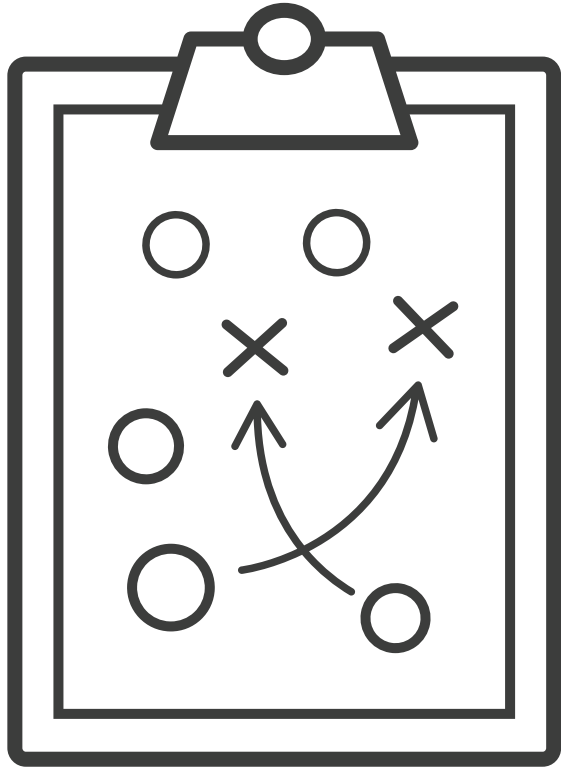
- Develop a strategy for these funds.
- Don't feel pressured to decide how to use funds right away. You have time to think about how these funds can be best applied in your city.
- Make sure you understand the considerations for use of federal funds (procurement processes, prevailing wage questions, etc.)

Other Guidance on Use of Funds



- Can your efforts be combined with other entities that are receiving ARP funds?
- Can you work with your County to leverage local funds?
- Develop a group of stakeholders in your community who can be a voice for how funds can be best used.

Consider Leveraging Your Funds



- KGJ April article – “How Not to Screw Up Your Government’s Stimulus Windfall”
- Future Webinars
 - Updates
 - Guidance
 - Guest Speakers

Moving Forward

Kansas Allocation of \$1.9 Trillion 'Bailout'

Stimulus Distribution to Kansas			
State and Local Government		Metro Cities	
Name	Amount	Name	Amount
State of Kansas	\$ 1,585,852,622	Kansas City	\$ 57,455,082
State capital projects	\$ 142,825,291	Lawrence	\$ 18,907,085
Counties	\$ 565,019,310	Leavenworth	\$ 8,538,131
Metrol Cities	\$ 251,634,471	Lenexa	\$ 5,742,101
Small towns	\$ 172,405,389	Manhattan	\$ 13,940,365
state and locals	\$ 2,717,737,083	Overland Park	\$ 19,751,840
		Shawnee	\$ 7,159,472
School district minimum	\$ 747,526,664	Topeka	\$ 47,005,510
KSDE max admin cost	\$ 83,058,518	Wichita	\$ 73,134,886
education total	\$ 830,585,182		
Total Kansas allocation	\$ 3,548,322,265		

Counties		Small Towns		Small Towns		Small Towns	
Name	Amount	Name	Amount	Name	Amount	Name	Amount
Allen County	\$ 2,398,891	Abbyville	\$ 11,899	Clearwater	\$ 357,260	Glade	\$ 12,599
Anderson County	\$ 1,524,011	Abilene	\$ 868,091	Clifton	\$ 70,696	Glasco	\$ 63,696
Atchison County	\$ 3,117,259	Admire	\$ 21,279	Climax	\$ 9,099	Glen Elder	\$ 59,217
Barber County	\$ 858,589	Agenda	\$ 9,239	Clyde	\$ 92,115	Goddard	\$ 671,402
Barton County	\$ 4,999,678	Agra	\$ 33,738	Coats	\$ 10,639	Goessel	\$ 70,136
Bourbon County	\$ 2,818,780	Albert	\$ 22,959	Coffeyville	\$ 1,298,426	Goff	\$ 16,519
Brown County	\$ 1,854,879	Alden	\$ 19,879	Colby	\$ 751,757	Goodland	\$ 616,805
Butler County	\$ 12,976,976	Alexander	\$ 8,260	Coldwater	\$ 103,034	Gorham	\$ 47,177
Chase County	\$ 513,563	Allen	\$ 24,079	Collyer	\$ 13,999	Gove	\$ 9,799
Chautauqua County	\$ 630,317	Alma	\$ 109,194	Colony	\$ 57,957	Grainfield	\$ 34,158
Cherokee County	\$ 3,867,046	Almena	\$ 52,917	Columbus	\$ 427,256	Grandview Plaza	\$ 213,908
Cheyenne County	\$ 515,309	Alta Vista	\$ 59,357	Colwich	\$ 205,368	Great Bend	\$2,096,241
Clark County	\$ 386,724	Altamont	\$ 142,652	Concordia	\$ 698,140	Greeley County u	\$ 58,937
Clay County	\$ 1,551,939	Alton	\$ 12,739	Conway Springs	\$ 170,510	Greeley	\$ 41,438
Cloud County	\$ 1,703,991	Altoona	\$ 53,057	Coolidge	\$ 12,599	Green	\$ 16,939
Coffey County	\$ 1,586,267	Americus	\$ 123,053	Copeland	\$ 41,578	Greenleaf	\$ 42,698
Comanche County	\$ 329,705	Andale	\$ 138,172	Corning	\$ 22,959	Greensburg	\$ 108,914
Cowley County	\$ 6,770,192	Andover	\$ 1,876,593	Cottonwood Fall:	\$ 120,673	Grenola	\$ 26,319
Crawford County	\$ 7,528,512	Anthony	\$ 289,784	Council Grove	\$ 296,923	Gridley	\$ 45,357
Decatur County	\$ 548,279	Arcadia	\$ 43,258	Courtland	\$ 36,958	Grinnell	\$ 32,198
Dickinson County	\$ 3,581,367	Argonia	\$ 65,936	Coyville	\$ 5,880	Gypsum	\$ 54,737
Doniphan County	\$ 1,473,973	Arkansas	\$ 1,633,567	Cuba	\$ 20,159	Haddam	\$ 13,439
Douglas County	\$ 23,711,380	Arlington	\$ 62,856	Cullison	\$ 13,579	Halstead	\$ 285,724
Edwards County	\$ 542,655	Arma	\$ 198,789	Culver	\$ 15,959	Hamilton	\$ 33,878
Elk County	\$ 490,678	Ashland	\$ 108,494	Cunningham	\$ 61,317	Hamlin	\$ 5,040
Ellis County	\$ 5,537,679	Assaria	\$ 57,117	Damar	\$ 17,499	Hanover	\$ 90,715
Ellsworth County	\$ 1,183,445	Atchison	\$ 1,466,557	Danville	\$ 4,760	Hanston	\$ 28,138
Finney County	\$ 7,072,550	Athol	\$ 5,740	De Soto	\$ 911,628	Hardtner	\$ 22,119
Ford County	\$ 6,520,198	Atlanta	\$ 25,339	Dearing	\$ 53,057	Harper	\$ 184,370
Franklin County	\$ 4,954,102	Attica	\$ 77,976	Deerfield	\$ 96,595	Hartford	\$ 51,937
Geary County	\$ 6,142,201	Atwood	\$ 170,370	Delia	\$ 24,639	Harveyville	\$ 34,718
Gove County	\$ 511,236	Auburn	\$ 169,530	Delphos	\$ 46,197	Havana	\$ 14,699
Graham County	\$ 481,369	Augusta	\$ 1,308,226	Denison	\$ 24,779	Haven	\$ 166,311
Grant County	\$ 1,386,698	Aurora	\$ 7,840	Denton	\$ 19,739	Havensville	\$ 21,699
Gray County	\$ 1,161,336	Axtell	\$ 56,417	Derby	\$ 3,491,822	Haviland	\$ 94,075
Greeley County	\$ 238,939	Baldwin	\$ 657,963	Dexter	\$ 38,358	Hays	\$2,903,995
Greenwood County	\$ 1,160,172	Barnard	\$ 8,819	Dighton	\$ 126,273	Haysville	\$1,587,230
Hamilton County	\$ 492,423	Barnes	\$ 21,279	Dodge	\$ 3,794,345	Hazelton	\$ 12,039
Harper County	\$ 1,054,279	Bartlett	\$ 10,219	Dorrance	\$ 25,059	Hepler	\$ 18,339
Harvey County	\$ 6,677,293	Basehor	\$ 909,388	Douglass	\$ 232,107	Herington	\$ 317,502

Kansas Allocation of \$1.9 Trillion 'Bailout'

Haskell County	\$	769,569	Bassett	\$	2,940	Downs	\$	113,954	Herndon	\$	18,199
Hodgeman County	\$	347,935	Baxter Springs	\$	552,689	Dresden	\$	5,600	Hesston	\$	523,850
Jackson County	\$	2,554,434	Bazine	\$	40,878	Dunlap	\$	3,920	Hiawatha	\$	436,495

Counties		Small Towns		Small Towns		Small Towns	
Name	Amount	Name	Amount	Name	Amount	Name	Amount
Jefferson County	\$ 3,693,273	Beattie	\$ 26,458	Durham	\$ 15,259	Highland	\$ 139,292
Jewell County	\$ 558,364	Bel Aire	\$ 1,161,934	Dwight	\$ 36,258	Hill	\$ 197,389
Johnson County	\$ 116,831,964	Belle Plaine	\$ 217,828	Earlton	\$ 7,280	Hillsboro	\$ 394,218
Kearny County	\$ 744,356	Belleville	\$ 263,045	Eastborough	\$ 102,474	Hoisington	\$ 345,780
Kingman County	\$ 1,387,086	Beloit	\$ 507,471	Easton	\$ 36,118	Holcomb	\$ 290,204
Kiowa County	\$ 480,011	Belpre	\$ 11,479	Edgerton	\$ 249,746	Hollenberg	\$ 2,800
Labette County	\$ 3,804,790	Belvue	\$ 27,998	Edmond	\$ 6,440	Holton	\$ 449,094
Lane County	\$ 297,704	Benedict	\$ 9,239	Edna	\$ 56,277	Holyrood	\$ 58,097
Leavenworth County	\$ 15,856,461	Bennington	\$ 85,675	Effingham	\$ 73,076	Hope	\$ 46,057
Lincoln County	\$ 574,462	Bentley	\$ 72,376	El Dorado	\$ 1,813,457	Horace	\$ 9,239
Linn County	\$ 1,881,837	Benton	\$ 121,933	Elbing	\$ 31,638	Horton	\$ 235,887
Logan County	\$ 541,879	Bern	\$ 22,959	Elgin	\$ 11,059	Howard	\$ 84,835
Lyon County	\$ 6,437,966	Beverly	\$ 20,579	Elk	\$ 40,878	Hoxie	\$ 167,011
McPherson County	\$ 5,535,545	Bird	\$ 60,477	Elk Falls	\$ 13,019	Hoyt	\$ 88,195
Marion County	\$ 2,304,829	Bison	\$ 32,618	Elkhart	\$ 246,106	Hudson	\$ 17,359
Marshall County	\$ 1,882,613	Blue Mound	\$ 37,798	Ellinwood	\$ 272,005	Hugoton	\$ 524,270
Meade County	\$ 782,176	Blue Rapids	\$ 134,532	Ellis	\$ 281,524	Humboldt	\$ 247,646
Miami County	\$ 6,640,055	Bluff	\$ 8,260	Ellsworth	\$ 414,516	Hunnewell	\$ 8,959
Mitchell County	\$ 1,159,590	Bogue	\$ 19,039	Elmdale	\$ 7,280	Hunter	\$ 7,560
Montgomery County	\$ 6,173,039	Brewster	\$ 40,878	Elsmore	\$ 9,379	Huron	\$ 10,219
Morris County	\$ 1,089,964	Bronson	\$ 42,698	Elwood	\$ 166,871	Hutchinson	\$5,653,299
Morton County	\$ 501,733	Brookville	\$ 35,418	Emmett	\$ 26,039	Independence	\$1,190,632
Nemaha County	\$ 1,984,239	Brownell	\$ 3,640	Emporia	\$ 3,443,524	Ingalls	\$ 40,458
Neosho County	\$ 3,104,459	Bucklin	\$ 107,934	Englewood	\$ 9,659	Inman	\$ 186,749
Ness County	\$ 533,346	Buffalo	\$ 29,258	Ensign	\$ 25,619	Iola	\$ 737,198
Norton County	\$ 1,039,733	Buhler	\$ 178,910	Enterprise	\$ 109,754	Isabel	\$ 11,339
Osage County	\$ 3,093,210	Bunker Hill	\$ 13,159	Erie	\$ 152,171	Iuka	\$ 21,839
Osborne County	\$ 663,482	Burden	\$ 73,636	Esbon	\$ 12,879	Jamestown	\$ 36,818
Ottawa County	\$ 1,106,256	Burdett	\$ 30,938	Eskridge	\$ 70,696	Jennings	\$ 12,879
Pawnee County	\$ 1,243,956	Burlingame	\$ 126,133	Eudora	\$ 897,489	Jetmore	\$ 113,814
Phillips County	\$ 1,015,102	Burlington	\$ 356,000	Eureka	\$ 328,421	Jewell	\$ 56,277
Pottawatomie County	\$ 4,728,933	Burns	\$ 29,258	Everest	\$ 38,358	Johnson	\$ 188,009
Pratt County	\$ 1,777,301	Burr Oak	\$ 22,539	Fairview	\$ 34,718	Junction	\$3,007,309
Rawlins County	\$ 490,678	Burrton	\$ 120,393	Fairway	\$ 554,369	Kanopolis	\$ 63,276
Reno County	\$ 12,024,130	Bushong	\$ 4,620	Fall River	\$ 20,299	Kanorado	\$ 21,559
Republic County	\$ 899,124	Bushton	\$ 35,698	Florence	\$ 60,897	Kechi	\$ 280,684
Rice County	\$ 1,849,642	Byers	\$ 4,620	Fontana	\$ 33,458	Kensington	\$ 61,177
Riley County	\$ 14,396,839	Caldwell	\$ 138,172	Ford	\$ 30,238	Kincaid	\$ 16,239
Rooks County	\$ 954,204	Cambridge	\$ 11,479	Formoso	\$ 12,039	Kingman	\$ 397,857
Rush County	\$ 588,814	Caney	\$ 275,504	Fort Scott	\$ 1,077,519	Kinsley	\$ 189,409
Russell County	\$ 1,329,679	Canton	\$ 97,294	Fowler	\$ 72,376	Kiowa	\$ 130,333
Saline County	\$ 10,516,411	Carbondale	\$ 191,649	Frankfort	\$ 97,294	Kirwin	\$ 21,839
Scott County	\$ 935,391	Carlton	\$ 5,600	Frederick	\$ 2,660	Kismet	\$ 60,897
Sedgwick County	\$ 100,083,168	Cassoday	\$ 17,219	Fredonia	\$ 311,482	La Crosse	\$ 172,470
Seward County	\$ 4,155,829	Cawker	\$ 60,617	Freeport	\$ 560	La Cygne	\$ 156,651
Shawnee County	\$ 34,303,817	Cedar Point	\$ 3,780	Frontenac	\$ 474,293	La Harpe	\$ 74,196
Sheridan County	\$ 488,932	Cedar Vale	\$ 71,116	Fulton	\$ 21,699	Labette	\$ 9,239
Sherman County	\$ 1,147,566	Cedar	\$ 1,820	Galatia	\$ 5,040	Lakin	\$ 299,723
Smith County	\$ 694,901	Centralia	\$ 73,496	Galena	\$ 400,097	Lancaster	\$ 39,618
Stafford County	\$ 806,031	Chanute	\$ 1,265,808	Galesburg	\$ 16,659	Lane	\$ 31,498
Stanton County	\$ 389,051	Chapman	\$ 187,589	Galva	\$ 122,633	Langdon	\$ 5,740
Stevens County	\$ 1,063,782	Chase	\$ 61,317	Garden	\$ 3,696,910	Lansing	\$1,672,765
Sumner County	\$ 4,428,902	Chautauqua	\$ 12,739	Garden Plain	\$ 127,253	Larned	\$ 513,911
Thomas County	\$ 1,508,301	Cheney	\$ 303,363	Gardner	\$ 3,084,165	Latham	\$ 19,319

Kansas Allocation of \$1.9 Trillion 'Bailout'

Trego County	\$	543,625	Cherokee	\$	99,114	Garfield	\$	23,659	Latimer	\$	2,660
Wabaunsee County	\$	1,344,225	Cherryvale	\$	299,303	Garnett	\$	452,874	LeRoy	\$	75,316
Wallace County	\$	294,407	Chetopa	\$	142,512	Gas	\$	70,136	Leawood	\$	4,861,504
Washington County	\$	1,048,460	Cimarron	\$	308,123	Gaylord	\$	14,699	Lebanon	\$	27,718
Wichita County	\$	410,967	Circleville	\$	22,539	Gem	\$	11,899	Lebo	\$	124,173
Wilson County	\$	1,653,371	Claflin	\$	84,135	Geneseo	\$	35,978	Lecompton	\$	91,555
Woodson County	\$	608,596	Clay Center	\$	557,588	Geuda Springs	\$	24,639	Lehigh	\$	23,659
Wyandotte County	\$	32,083,936	Clayton	\$	7,700	Girard	\$	373,919	Lenora	\$	32,198

Small Towns		Small Towns		Small Towns		Small Towns	
Name	Amount	Name	Amount	Name	Amount	Name	Amount
Leon	\$ 102,614	Muscotah	\$ 23,379	Radium	\$ 3,360	Tonganoxie	\$ 781,576
Leona	\$ 7,000	Narka	\$ 12,039	Ramona	\$ 24,779	Toronto	\$ 36,818
Leonardville	\$ 60,337	Nashville	\$ 7,980	Randall	\$ 8,680	Towanda	\$ 203,548
Leoti	\$ 202,708	Natoma	\$ 41,298	Randolph	\$ 21,839	Tribune	\$ 104,294
Lewis	\$ 58,237	Neodesha	\$ 316,662	Ransom	\$ 36,398	Troy	\$ 134,392
Liberal	\$ 2,684,208	Neosho Falls	\$ 19,179	Rantoul	\$ 26,039	Turon	\$ 51,937
Liberty	\$ 15,539	Neosho Rapids	\$ 36,678	Raymond	\$ 10,639	Tyro	\$ 27,578
Liebenthal	\$ 13,159	Ness	\$ 182,410	Reading	\$ 31,778	Udall	\$ 98,974
Lincoln Center	\$ 165,331	Netawaka	\$ 19,179	Redfield	\$ 20,019	Ulysses	\$ 784,515
Lincolnvile	\$ 27,018	New Albany	\$ 7,140	Republic	\$ 14,979	Uniontown	\$ 36,958
Lindsborg	\$ 460,574	New Cambria	\$ 17,639	Reserve	\$ 11,339	Utica	\$ 19,739
Linn Valley	\$ 121,513	New Strawn	\$ 53,197	Rexford	\$ 31,498	Valley Center	\$1,025,442
Linn	\$ 53,477	Newton	\$ 2,640,390	Richfield	\$ 5,040	Valley Falls	\$ 161,411
Linwood	\$ 58,657	Nickerson	\$ 139,712	Richmond	\$ 63,836	Vermillion	\$ 14,279
Little River	\$ 73,076	Niotaze	\$ 10,219	Riley	\$ 133,272	Victoria	\$ 169,670
Logan	\$ 74,756	Norcatur	\$ 20,159	Robinson	\$ 31,498	Vining	\$ 5,880
Lone Elm	\$ 3,220	North Newton	\$ 246,666	Roeland Park	\$ 936,267	Viola	\$ 17,919
Long Island	\$ 16,939	Norton	\$ 381,058	Rolla	\$ 49,837	Virgil	\$ 8,819
Longford	\$ 10,079	Nortonville	\$ 85,395	Rose Hill	\$ 555,488	Wakeeney	\$ 246,946
Longton	\$ 43,118	Norwich	\$ 61,597	Roseland	\$ 9,379	Wakefield	\$ 128,793
Lorraine	\$ 17,779	Oak Hill	\$ 3,220	Rossville	\$ 157,351	Waldo	\$ 4,200
Lost Springs	\$ 9,379	Oakley	\$ 290,484	Rozel	\$ 19,599	Waldron	\$ 1,400
Louisburg	\$ 638,644	Oberlin	\$ 237,986	Rush Center	\$ 21,979	Wallace	\$ 8,400
Louisville	\$ 31,498	Offerle	\$ 25,619	Russell Springs	\$ 3,360	Walnut	\$ 31,778
Lucas	\$ 54,737	Ogden	\$ 274,104	Russell	\$ 619,185	Walton	\$ 32,618
Luray	\$ 25,759	Oketo	\$ 8,819	Sabetha	\$ 361,599	Wamego	\$ 662,442
Lyndon	\$ 142,932	Olathe	\$ 19,675,183	Salina	\$ 6,516,630	Washington	\$ 148,392
Lyons	\$ 490,532	Olivet	\$ 9,379	Satanta	\$ 158,191	Waterville	\$ 89,035
Macksville	\$ 74,196	Olmitz	\$ 14,699	Savonburg	\$ 14,419	Wathena	\$ 181,150
Madison	\$ 86,515	Olpe	\$ 74,896	Sawyer	\$ 18,339	Waverly	\$ 76,296
Mahaska	\$ 10,639	Olzburg	\$ 30,518	Scammon	\$ 62,156	Webber	\$ 3,360
Maize	\$ 690,721	Onaga	\$ 95,475	Scandia	\$ 47,877	Weir	\$ 89,035
Manchester	\$ 13,439	Oneida	\$ 10,079	Schoenchen	\$ 28,698	Wellington	\$1,072,619
Mankato	\$ 114,234	Osage	\$ 393,238	Scott	\$ 524,690	Wellsville	\$ 249,326
Manter	\$ 21,559	Osawatomie	\$ 599,726	Scottsville	\$ 3,220	West Mineral	\$ 23,939
Maple Hill	\$ 84,835	Osborne	\$ 178,070	Scranton	\$ 95,475	Westmoreland	\$ 103,874
Mapleton	\$ 11,339	Oskaloosa	\$ 147,972	Sedan	\$ 139,712	Westphalia	\$ 22,679
Marion	\$ 248,486	Oswego	\$ 235,187	Sedgwick	\$ 232,107	Westwood Hills	\$ 54,737
Marquette	\$ 83,855	Otis	\$ 36,398	Selden	\$ 29,538	Westwood	\$ 229,727
Marysville	\$ 457,634	Ottawa	\$ 1,715,463	Seneca	\$ 290,484	Wetmore	\$ 51,237
Matfield Green	\$ 6,020	Overbrook	\$ 143,212	Severance	\$ 12,599	Wheaton	\$ 15,819
Mayetta	\$ 48,437	Oxford	\$ 139,852	Severy	\$ 32,338	White	\$ 81,335
Mayfield	\$ 14,979	Ozawkie	\$ 86,795	Seward	\$ 8,680	White Cloud	\$ 23,519
McCracken	\$ 24,639	Palco	\$ 37,378	Sharon Springs	\$ 106,394	Whitewater	\$ 100,934
McCune	\$ 57,677	Palmer	\$ 14,559	Sharon	\$ 20,159	Whiting	\$ 25,619
McDonald	\$ 21,979	Paola	\$ 800,615	Silver Lake	\$ 196,829	Willard	\$ 12,599
McFarland	\$ 34,718	Paradise	\$ 6,720	Simpson	\$ 11,059	Williamsburg	\$ 54,737
McLouth	\$ 118,853	Park	\$ 1,086,898	Smith Center	\$ 219,788	Willis	\$ 5,320
McPherson	\$ 1,828,436	Park	\$ 15,819	Smolan	\$ 28,558	Willowbrook	\$ 11,899

Kansas Allocation of \$1.9 Trillion 'Bailout'

Meade	\$	213,208	Parker	\$	37,238	Soldier	\$	18,479	Wilmore	\$	6,720
Medicine Lodge	\$	256,885	Parkerfield	\$	58,097	Solomon	\$	139,992	Wilsey	\$	20,019
Melvorn	\$	52,357	Parkerville	\$	8,540	South Haven	\$	48,437	Wilson	\$	101,354

Small Towns		Small Towns		Small Towns		Small Towns	
Name	Amount	Name	Amount	Name	Amount	Name	Amount
Menlo	\$ 8,260	Parsons	\$ 1,326,705	South Hutchinson	\$ 348,300	Winchester	\$ 73,636
Meriden	\$ 109,194	Partridge	\$ 33,598	Spearville	\$ 109,754	Windom	\$ 17,359
Merriam	\$ 1,551,252	Pawnee Rock	\$ 32,338	Speed	\$ 4,760	Winfield	\$1,671,925
Milan	\$ 10,919	Paxico	\$ 30,098	Spivey	\$ 10,919	Winona	\$ 22,259
Mildred	\$ 3,220	Peabody	\$ 154,131	Spring Hill	\$ 1,025,582	Woodbine	\$ 23,099
Milford	\$ 71,536	Penalosa	\$ 2,380	St. Francis	\$ 180,870	Woodston	\$ 18,059
Miltonvale	\$ 68,176	Perry	\$ 127,393	St. George	\$ 139,712	Yates Center	\$ 184,929
Minneapolis	\$ 265,985	Peru	\$ 17,359	St. John	\$ 164,631	Zenda	\$ 10,919
Minneola	\$ 95,055	Phillipsburg	\$ 342,281	St. Marys	\$ 372,099	Zurich	\$ 13,019
Mission Hills	\$ 496,552	Pittsburg	\$ 2,806,841	St. Paul	\$ 83,575		
Mission Woods	\$ 27,018	Plains	\$ 142,932	Stafford	\$ 132,852		
Mission	\$ 1,387,461	Plainville	\$ 252,546	Stark	\$ 9,379		
Moline	\$ 45,217	Pleasanton	\$ 162,671	Sterling	\$ 309,242		
Montezuma	\$ 134,952	Plevna	\$ 13,719	Stockton	\$ 175,970		
Moran	\$ 71,396	Pomona	\$ 114,793	Strong	\$ 63,696		
Morganville	\$ 26,598	Portis	\$ 12,739	Sublette	\$ 187,449		
Morland	\$ 20,439	Potwin	\$ 61,177	Summerfield	\$ 20,579		
Morrill	\$ 31,778	Powhattan	\$ 10,079	Sun	\$ 6,720		
Morrowville	\$ 20,579	Prairie View	\$ 16,659	Susank	\$ 4,340		
Moscow	\$ 41,858	Prairie Village	\$ 3,121,123	Sylvan Grove	\$ 37,238		
Mound	\$ 94,915	Pratt	\$ 909,388	Sylvia	\$ 28,698		
Mound Valley	\$ 52,077	Prescott	\$ 37,518	Syracuse	\$ 238,826		
Moundridge	\$ 261,645	Preston	\$ 20,439	Tampa	\$ 14,279		
Mount Hope	\$ 112,134	Pretty Prairie	\$ 90,855	Tescott	\$ 40,738		
Mulberry	\$ 72,936	Princeton	\$ 37,658	Thayer	\$ 65,796		
Mullinville	\$ 33,738	Protection	\$ 64,816	The Highlands	\$ 43,958		
Mulvane	\$ 908,408	Quenemo	\$ 52,777	Timken	\$ 9,099		
Munden	\$ 13,019	Quinter	\$ 147,972	Tipton	\$ 27,018		

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF ALTAMONT, KANSAS
HELD ON MAY 13, 2021**

The governing body met in regular session at the usual meeting place in the City, at 7:00 P.M., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DECLARING IT NECESSARY TO ACQUIRE FIRE FIGHTING EQUIPMENT FOR USE BY THE FIRE DEPARTMENT OF THE CITY OF ALTAMONT, KANSAS, AND TO ISSUE GENERAL OBLIGATION BONDS OF SAID CITY TO PAY THE COSTS THEREOF; AND PROVIDING FOR THE GIVING OF NOTICE OF INTENTION TO ACQUIRE SAID EQUIPMENT AND TO ISSUE SAID GENERAL OBLIGATION BONDS THEREFOR.

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. ____ and was signed by the Mayor and attested by the Clerk.

* * * * *

(Other Proceedings)

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CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Altamont, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

RESOLUTION NO. _____

A RESOLUTION DECLARING IT NECESSARY TO ACQUIRE FIRE FIGHTING EQUIPMENT FOR USE BY THE FIRE DEPARTMENT OF THE CITY OF ALTAMONT, KANSAS, AND TO ISSUE GENERAL OBLIGATION BONDS OF SAID CITY TO PAY THE COSTS THEREOF; AND PROVIDING FOR THE GIVING OF NOTICE OF INTENTION TO ACQUIRE SAID EQUIPMENT AND TO ISSUE SAID GENERAL OBLIGATION BONDS THEREFOR.

WHEREAS, K.S.A. 12-110c (the “Act”) authorizes any city operating a fire department to acquire fire fighting equipment for the use of such fire department and to pay the cost thereof by the issuance of general obligation bonds of the city, provided, that, no such bonds shall be issued until the city has first published a notice of its intention to acquire such equipment and to issue its general obligation bonds therefor; and

WHEREAS, the City of Altamont, Kansas (the “City”) operates a fire department (the “Fire Department”), and the governing body of said City hereby finds and determines it to be necessary to acquire fire fighting equipment for use by the Fire Department and hereby further finds and determines it to be necessary to issue general obligation bonds of the City in order to provide funds to pay a portion of the cost thereof, and hereby further finds and determines it to be necessary to provide for the giving of notice of said intention in the manner prescribed by the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALTAMONT, KANSAS;

Section 1. Declaration of Necessity. It is hereby declared to be necessary to acquire fire-fighting equipment, specifically including a pumper truck (the “Equipment”) for use by the Fire Department, under the provisions of the Act.

Section 2. Financing Authority. The estimated cost of acquiring the Equipment is \$314,500. The United States Department of Agriculture (“USDA”) has issued a Letter of Conditions, dated March 25, 2021 (the “Letter of Conditions”), pursuant to which USDA has set forth the necessary conditions for USDA to provide funding in the amount of \$260,000 to pay a portion of the costs of the Equipment. Pursuant to the Act, the City is hereby authorized to issue its general obligation bonds (the “Bonds”), to be purchased by USDA in accordance with the Letter of Conditions.

Section 3. Reimbursement Authority. The Bonds authorized herein may be issued to reimburse expenditures made on or after the date that is 60 days before the date of this Resolution pursuant to Treasury Regulation §1.150-2.

Section 4. Notice of Intent. A notice of the intention to acquire the Equipment and issue the Bonds shall be published once each week for two (2) consecutive weeks in the official City newspaper. If, within sixty (60) days following the date of such last publication, a petition signed by not less than five percent (5%) of the qualified electors of the City is filed with the City Clerk, then no such Bonds shall be issued until the issuance thereof shall have been approved by a majority of the qualified electors of the City voting on the question of such issuance at an election to be called and held for that purpose. If, however, no such protest petition is timely filed, the City will proceed with the acquisition of the Equipment and the issuance of the Bonds.

ADOPTED AND APPROVED by the governing body of the City of Altamont, Kansas, on May 13, 2021.

(Seal)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. _____ of the City of Altamont, Kansas adopted by the governing body on May 13, 2021 as the same appears of record in my office.

DATED: May 13, 2021.

Clerk

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(Published in the *Labette Avenue* on May 20, 2021, and subsequently on
May 27, 2021)

NOTICE OF INTENT

TO: ALL RESIDENTS OF THE CITY OF ALTAMONT, KANSAS:

Public notification is given that the governing body of the City of Altamont, Kansas (the "City") adopted a resolution on May 13, 2021, that declared it to be necessary to acquire fire-fighting equipment (the "Equipment") for use by the City Fire Department (the "Fire Department"), under the provisions of K.S.A. 12-110c (the "Act"), at an estimated cost of \$314,500. A portion of the costs of the Equipment and associated financing costs will be paid from the proceeds of general obligation bonds of the City in an amount of not to exceed \$260,000 (the "Bonds") to be issued by the City for said purpose. The balance of said costs shall be paid from other available funds of the City.

This Notice of Intent shall be published once each week for two (2) consecutive weeks in the official City newspaper; and if, within sixty (60) days following the date of the last publication, a petition signed by not less than five percent (5%) of the qualified electors of the City, is filed with the City Clerk, no such Bonds shall be issued until the issuance thereof shall have been approved by a majority of the qualified electors of the City voting on the question of such issuance at an election to be called and held for that purpose. If, however, no such protest petition is timely filed, the governing body of the City will proceed with the acquisition of the Equipment and the issuance of the Bonds.

DATED: MAY 20, 2021.

/S/ Richard Hawyard, Mayor

ATTEST:

/S/ Peggy Ybarra, City Clerk

CERTIFICATE OF NO PROTEST

STATE OF KANSAS)
) ss:
COUNTY OF LABETTE)

The undersigned, Clerk of the City of Altamont, Kansas (the “City”), does hereby certify that a Notice of Intent was published in the *Labette Avenue* on May 20, 2021 and subsequently on May 27, 2021, pursuant to a resolution adopted by the governing body of the City on May 13, 2021, declaring it necessary to acquire fire fighting equipment for use by the City Fire Department at an estimated cost of \$314,500, and to issue general obligation bonds of the City, in an amount not to exceed \$260,000 (the “Bonds”), under the authority of K.S.A. 12-110c (the “Act”) in order to pay a portion of the costs thereof. More than sixty (60) days has elapsed from the date of the last publication of the Notice of Intent; and there has been no sufficient written protest filed in my office against the acquisition of the Equipment or against the issuance of the Bonds, as provided by the Act.

WITNESS my hand and official seal on _____, 2021.

(Seal)

City Clerk

CITY OF ALTAMONT

EMPLOYEE HANDBOOK

Personnel Policies, Procedures, & Guidelines



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

City of Altamont Organizational Chart

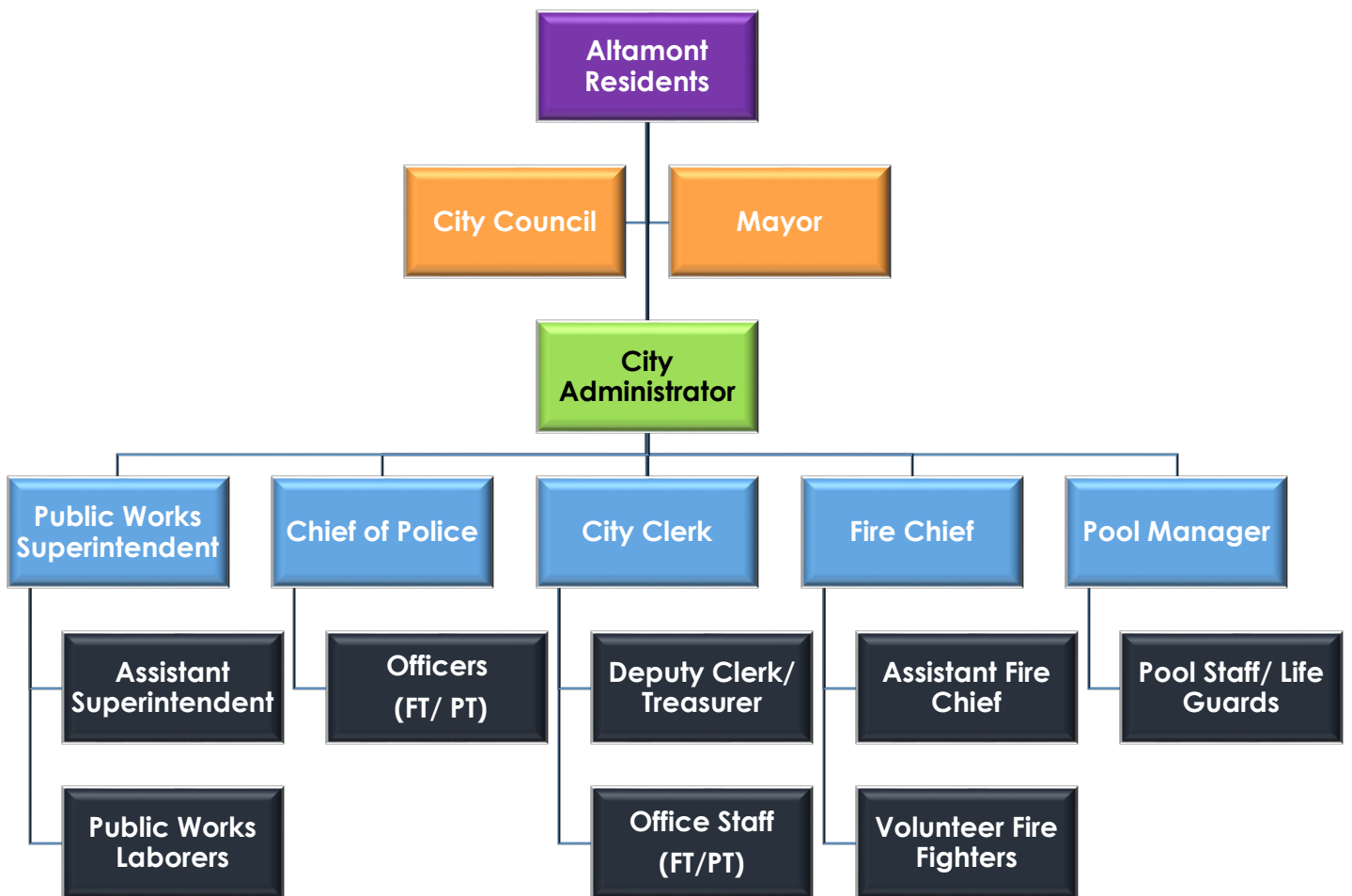


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SECTION A: General Provisions

SECTION A-1: VISION, MISSION, GOALS, AND VALUES

Vision

The City of Altamont is small town atmosphere that is a leading example for innovation, growth, and quality of life.

Mission

Our mission is to enrich the quality of life in Altamont while building an attractive, inviting, and secure community. We strive to make the City of Altamont a prosperous environment for our employees, businesses, and residents. We pledge to work in partnership with our residents to foster community pride, to develop a vibrant, diversified economy, to plan for the future, and to preserve and enhance the natural beauty of our environment.



Goals

Housing: Maintain, develop, and improve housing to create affordable and quality inventory of residential properties

Infrastructure: Maintain, develop, and improve infrastructure for streets, water, gas, sewer, electric, trash, and other important utilities and services to support existing needs and development

Commerce: Create and sustain a viable environment that encourages development, growth, and a flourishing economy

Quality of Life: Exceed in a superior quality of life through recreation, safety, education, and community pride

Organizational Leadership: Create long-term financial sustainability and reputation for innovative, successful, and healthy workplace for employees

Values

Customer-Focused Service: We engage our clients, with a focus on listening to and supporting their needs, anticipating and delivering high quality services and ensuring their satisfaction.

Integrity: We conduct ourselves at all times in a manner that is ethical, legal, and professional, with the highest degree of honesty, respect, and fairness.

Innovation: We develop creative solutions and share leading practices that enhance the value of services provided for our residents and businesses.

Accountability: We promote openness and transparency in our operations ensuring that we are accountable for our actions at all times

Stewardship: We serve as trusted stewards of the public's financial, environmental, social, and physical resources seeking to responsibly utilize, conserve, and sustain for current and future generations.

SECTION A-2: GENERAL STATEMENT

This handbook has been developed to set forth the principles, procedures and policies that will be followed by the employees and the City of Altamont. The Employee Handbook shall become effective upon official adoption by the City Governing Body and shall supersede and repeal all existing personnel procedures and policies of the City. The City Governing Body reserves the right to consider recommendations to modify, revoke, suspend, terminate or change any or all such policies and procedures described in this Handbook, in whole or part, at any time, with or without notice. The language used in this Handbook is not intended to create, nor construed to constitute a contract between the City and any one or any group of employees. The regulations and policies contained herein shall apply to all City of Altamont employees.

The purposes in the administration of this Handbook are:

1. To develop programs providing for the improvement of employee effectiveness, including, but not limited to training, risk management, safety, health counseling and personnel utilization.
2. To assure equal opportunity and encouragement for every qualified person, regardless of race, gender, age, religion, sexual orientation, physical disability, color, national origin, or ancestry in securing and holding employment without discrimination.
3. To periodically review the use and effectiveness of this Handbook, and when necessary, recommend modifications, revocation, suspension, or changes as may be required.
4. To establish and maintain employment records for all city employees.

SECTION A-3: DEPARTMENT REGULATIONS

This Personnel Policies Handbook is not intended to limit the authority of any department director to make, or cause to be made, any rules and regulations governing the conduct and performance of departmental employees, subject to the approval of the City Administrator. Department policies and regulations shall not conflict with the provisions of these policies as adopted and approved by the Altamont City Governing Body.

SECTION A-4: ELECTED AND APPOINTED OFFICIALS

Elected and appointed officials are not subject to the City Personnel Policies and Procedures. These positions excluded are as follows: the Mayor, City Council members, all members of appointed boards, commissions, and committees, the Municipal Judge, and the City Attorney.

SECTION A-5: AMENDMENT OF POLICIES

This handbook and the policies and procedures contained herein supersede all prior practices, oral, or written representations, or statements regarding the terms and conditions of my employment with the City of Altamont. By distributing this Handbook the City of Altamont expressly revokes any and all previous policies and procedures that are inconsistent with those contained herein. These policies may also be amended from time-to-time in the same manner as they were adopted.

SECTION A-6: ADMINISTRATIVE RESPONSIBILITY

The City Administrator shall be responsible for the administration of the policies described in this Handbook.

Section B: Position Classification

SECTION B-1: OBJECTIVES AND PURPOSE

Position classification is a system of identifying and describing different kinds of work in the organization in order to permit equal treatment in employment practices and compensation. Each position shall, on the basis of the duties, responsibilities, skills, experience, education, and training required of the position, be assigned to an appropriate department.

SECTION B-2: TYPES OF EMPLOYMENT

The City of Altamont has the following employment classifications:

1. **Regular Full-Time:** An employee will be considered Regular Full-Time if they are scheduled on an annual basis for not less than eight (8) hours work a day or forty (40) hours in a standard work week of seven (7) days, not less than 2080 hours per year with the exception of Police Officers. Police Officer shall be considered full-time if they work a total of seventy (70) hours per two weeks (14 days). Regular Full-Time employees are eligible for all benefits described herein.
2. **Regular Part-Time:** An employee will be considered a Regular Part-Time employee if they are scheduled to work on an annual basis of not less than twenty (20) hours in a standard work week of seven (7) days, not less than 1040 hours per year. Regular Part-Time shall be eligible to receive all benefits herein described at one-half the rate of Regular Full-Time employees.
3. **Non-Regular Part-Time:** An employee is considered a Non-Regular Part-Time employee if the hours they work are periodic and scheduled as needed on an annual basis and where the employee works less than forty (40) hours in a work week of seven (7) days. The actual work hours of a Non-Regular Part-Time employee may vary during the year. A Non-Regular Part-Time employee is basically one who is willing to work on call, as needed, with no assigned work hours. Non-Regular Part-Time employees are not eligible to receive any benefits or accrue service time.
4. **Seasonal and Temporary:** An employee is designated as Seasonal or Temporary if appointed for a pre-designated period of time which is less than 1040 hours per annum. Seasonal or Temporary employees are not eligible to receive any benefits or accrue service time. Salaries for Seasonal and Temporary employees must be consistent with the Pay Grade and Pay Range requirements described in the Position Classification and Pay Plan and with Federal and State wage and hour laws. Time spent as a Seasonal or Temporary employee will not be credited to service time and accrual of benefits will not be retroactively included in a Seasonal or Temporary status.

SECTION B-3: JOB DESCRIPTIONS

Each position shall have a job description that includes a description of the duties and responsibilities of the position, and a statement of the essential and marginal functions and tasks of the position and a statement of the qualifications for the position. Job descriptions shall be approved by the City Administrator and shall be kept on file. They shall be open to inspection by any interested party during regular office hours.

SECTION B-4: PAY PLAN

The Governing Body shall adopt a pay plan, with minimum and maximum amounts of pay for each class of positions. The pay ranges assigned to each class of positions shall be periodically reviewed and revised by the Governing Body.

Section C: Employment

C-1 EQUAL EMPLOYMENT OPPORTUNITY

The City of Altamont is an Equal Opportunity Employer. Employees of the City and applicants for positions are guaranteed an equal opportunity to be considered for employment. The City will not discriminate against a worker or applicant on the basis of race, color, religion, gender, age, sexual orientation, marital status, national origin, veteran's status or disability. Recruitment, selection, placement, promotion, transfers and other personnel decisions will be based solely on merit and upon the job related qualifications and abilities of applicants. Discrimination is prohibited except where age, gender or physical requirements constitute a bona fide occupational qualification.

C-2 EMPLOYMENT AT WILL

Employment with the City of Altamont is "at will." This means that the City of Altamont may terminate your employment for any legitimate non-discriminatory and lawful reason, with or without cause and with or without notice, at any time. Nothing in this Handbook or any other City policy shall be interpreted to modify or eliminate the at-will nature of the City of Altamont's employees. The at-will employment status of any City of Altamont employee may be modified only by written employment agreement with that employee and the Governing Body.

C-3 APPLICATIONS

All recruitment for City of Altamont employment shall be conducted through the City Administrator's Office in order to obtain the best match between applicants and the position as described in the City of Altamont Position Descriptions. Any person seeking employment with the City shall complete the application form provided by the City. Resumes submitted as an attachment to the application form are acceptable as supplementary information.

C-4 HIRING PROCESS, TRANSFERS, & PROMOTIONS

The City Administrator will administer and coordinate the hiring process for all position vacancies to ensure compliance with contractual, legal, and Equal Employment Opportunity requirements. The following procedures will be adhered to by all City departments in announcing vacancies:

1. The City Administrator will be notified immediately of position vacancies.
2. The affected department may be asked to assist the City Administrator, as necessary, in formulating the job announcement, job description revisions, ads, and in determining special applicant sources.
3. Job postings will be distributed to all departments first for a minimum of ten (10) working days. City employees may apply for any vacant position that is on the current jobs posting list. Employees seeking promotion or transfer shall be expected to meet the minimum qualifications for the position.
4. After that the opening will be advertised in local newspapers, trade publications and professional journals.
5. Applications shall be submitted using City of Altamont Employment Application forms. When the position being recruited is of a professional nature, a resume may be accepted in addition to the application form. The application and/or resume may be kept on file and used to consider an applicant for future positions for which he or she might be qualified. Internal candidates interested in applying for another position within the City should follow procedures as outlined in the policies dealing with Transfers or Promotions.
6. No applications for a position will be accepted after the published closing date unless otherwise approved by the City Administrator. If there are not enough sufficient qualified candidates at the closing date, the position may be re-opened and re-advertised.
7. The Department Head, in consultation with the City Administrator, will screen all applications received to determine qualifications for the position to be filled. Applications of top candidates that meet the minimum qualifications will be reviewed and approved by the City Administrator prior to scheduling interviews.
8. Applicants may be disqualified for consideration for employment when any of the City's automatic disqualifiers exist.
9. Internal hires do not change an employee's original date of employment. If an employee is given a pay increase to take another position, and then decides that he/she does not want that position and returns to their original job, their increase of pay will be rescinded and they will be paid at the same rate as when they left that job.

C-5 INTERVIEW PROCESS AND TESTING

Testing

Examinations may be developed for certain positions based on the position's responsibilities, the qualifications required, and the resources available. The testing process will be approved by the City Administrator. The

examination may consist of a structured questionnaire, practical tests, written tests, or an assessment center, etc. If used, the testing will be based on recognized occupational qualifications and designed to determine the candidate's knowledge, skills and abilities for the position. The examination contents are approved by the City Administrator, with assistance provided by the affected department. Examination contents are confidential, and unauthorized disclosure to any candidate is grounds for discipline. In certain situations, outside consultants may be contracted to assist with test development.

Interview Process

The employment interview is a supplement to and part of the selection process. The primary function of the interview is to obtain data or certain knowledge, skills and abilities of a candidate not available through review of applications and resumes. The following guidelines will be observed to maximize the validity and reliability of the interview process as well as ensure the adherence to current Federal employment guidelines.

1. The interview panel will be selected by the City Administrator. The composition of the interview panel shall generally consist of personnel who have expertise with the technical elements of the position and a representative from Administrative Staff. Careful selection will be made of panel members to ensure objectivity and job knowledge. Relatives or personal friends of the applicants will be excluded from serving on the panel. When employing a Department Head level position, members of the Governing Body may be included on the interview panel.
2. The City Administrator and the affected Department Head shall be responsible for the development of interview questions and standards for measurement of candidate responses. Consistency will be maintained in the questions asked of all candidates. Questions will be designed to measure job knowledge, experience, and education, or to solicit responses that reflect personal traits that are job related. Questions pertaining to race, sex, religion or marital status or other inquiries that directly or indirectly disclose such information are prohibited.
3. Inquiries about whether an applicant has certain specified sensory, mental, or physical disabilities reasonably relating to fitness to perform the particular job, or whether an applicant has any disabilities or health problems that may affect work performance or that the employer should take into account in determining job placement are permitted. Other general inquiries that would divulge disabilities or health conditions that do not reasonably relate to fitness to perform the job are not permitted.
4. Copies of the application and job description of final candidates will also be provided to the interview panel members prior to the interview, along with proposed interview questions.
5. Each interview panel member scores the candidates independently.
6. Following the interview, the interview panel shall attempt to reach a consensus and report the interview result and recommendations to the City Administrator.

C-6 REFERENCES AND BACKGROUND CHECKS

Applicants meeting the criteria for employment as described in the position description for an advertised position shall be requested to give authorization allowing the City to perform reference and background checks. Such reference checks may include background checks of possible motor vehicle traffic violations, criminal background checks, references from current or past employers and other reference checks as the City may feel appropriate.

C-7 APPLICANT NOTIFICATION

A conditional offer of employment may be contingent on an applicant's successful passing of a lawful and job-duty related physical examination and/or drug/alcohol testing to determine if applicant is capable of performing the essential functions of the position with or without reasonable accommodation. Pre-employment, post-offer medical and drug testing shall be accomplished at the expense of the City by licensed health professionals of the City's choice. An offer of employment shall be contingent upon satisfactory completion of the medical examination and drug testing.

C-8 MEDICAL EXAMINATION AND DRUG TESTING

Current City employees may be required to submit to a medical examination to determine fitness for duty. Such examinations will be scheduled at reasonable times and intervals and performed at City expense. The City may also require alcohol or drug testing at any time an employee is on duty where there is a reasonable suspicion of drug or alcohol use on duty or gives the appearance of alcohol intoxication or impairment by drugs when reporting to duty.

As a condition of employment, the City may require an individual offered employment in a Safety Sensitive Position to take and pass a drug test as a condition of employment. In addition, drug/alcohol testing may be required in any of the following situations:

1. Random, Suspicionless Drug/Alcohol Testing of Employees in Safety Sensitive Positions. Special needs exist with respect to drug/alcohol testing of an employee employed in a Safety Sensitive Position because of the potential risks of injury to others inherent in the nature of such position. The City's interest in testing employees to ensure they are drug and alcohol-free in carrying out the essential functions of a Safety Sensitive Position in an effort to minimize the potential risks of injury to others outweighs the employee's privacy interests. As such, the City may conduct random, suspicionless drug/alcohol testing of any employee employed in a Safety Sensitive Position.
2. Where Reasonable Suspicion Exists. If a supervisor has reasonable suspicion to suspect an employee is under the influence of a Prohibited Substance, the employee may be required to submit to a drug/alcohol test. A supervisor shall be deemed to have reasonable suspicion to order an employee to submit to a drug/alcohol test, if, among other things, the employee:
 - a. Appears to be under the influence of a Prohibited Substance while on duty or on City premises;
 - b. Is found to be in possession of a Prohibited Substance or drug paraphernalia while on the job or on the premises of the City, without prior knowledge and approval;
 - c. Possesses unauthorized Prohibited Substances in the employee's immediate work area;
 - d. Is using a Prohibited Substance while on duty or on the premises of the City;
 - e. Tamper with a drug/alcohol test; or
 - f. Sells, solicits, and/or transfers a Prohibited Substance while on the job, while on City property, or while operating a City vehicle, machinery, or equipment.
3. Post-Accident. The City may conduct drug/alcohol testing in investigating accidents in the workplace in which the accident resulted in:
 - a. An injury to a person for which injury, if suffered by an employee, a record or report could be required under state or federal occupational safety laws or regulations (including workers compensation laws) and the injury requires professional medical care in the opinion of yourself or your supervisor; or
 - b. Damage to property (including equipment).
4. When Returning to Employment Upon Completion of Rehabilitation. The City may conduct drug/alcohol testing of employees during and after completion of drug or alcohol rehabilitation for a stated period. This subsection will not be construed to limit the City's ability to terminate employees convicted of violating a criminal drug statute.
5. Other. The City may conduct drug or alcohol testing as required by federal law or regulation or by law enforcement.

C-9 EMPLOYMENT AND PROBATIONARY PERIOD

Employment with the City is voluntarily entered into and the employee is free to resign at any time, with or without cause or notice.

Every Regular Full-Time and every Regular Part-Time employee initially employed by the City of Altamont, and any employee transferred or promoted to a different position, shall be in an evaluation (probationary) period for six (6) months. The evaluation period allows the Department Head and City Administrator to observe and determine the ability and willingness of the employee to carry out the duties of the position as described in the Job Description and provides the employee the opportunity to determine that the position meets his/her skills and goals. During the probationary period, the employee shall be trained at the responsibility of the department head.

If an employee who has been transferred or promoted to a new position does not perform acceptably during the evaluation period, the employee may be returned to the former position or a similar position at the previous salary range if an appropriate vacancy exists.

Nothing about an employee's hire, transfer, or promotion to a new position or entering into a "probationary period," alters the at-will nature of employment, and City employees may be terminated for any lawful and legitimate non-discriminatory reason during his or her "probationary period."

C-10 EMPLOYEE ORIENTATION

All new employees of the City will be scheduled to meet with the City Administrator, Department Head or designated person on their first day of work for general orientation. The City Administrator will distribute and explain the various enrollment forms that must be completed to include information necessary for processing payroll and to prepare an employee identification card. Each new employee will be provided with information on employee benefits, city policies and operations as described in the Employee Handbook.

The department to which the employee is assigned provides additional information to the new employee, including:

1. Work standards and regulations.
2. Hours of work, time cards or reports and leave requests.
3. Duties of the position.
4. Safety rules and procedures, location of safety or protective equipment.
5. Tour of the work area, including location of equipment, supplies, etc.
6. Introduction to co-workers.
7. Schedule for lunch and work breaks.
8. Who is responsible for performance planning and review
9. Uniforms and equipment issued by the department as appropriate.

C-11 PART-TIME/ SEASONAL/ TEMPORARY HELP

Seasonal/temporary help may be obtained through an approved Temporary Employment Agency. The City will pay the Agency and the Agency will pay the employee. The only exception to this process will be Swimming Pool Seasonal Employees. The City will hire all Pool employees. Salaries for Seasonal and Temporary employees must be consistent with the Pay Grade and Pay Range requirements described in the Pay Plan and with Federal and state wage and hour laws.

C-12 OUTSIDE EMPLOYMENT

Employees of the City of Altamont may hold outside employment as long as doing so does not in any way interfere with the employee's ability to perform the required duties of City employment. If it is determined that an employee's outside employment interferes with the performance or the ability to meet the requirements of the City, the employee will be asked to either terminate the outside employment or submit a resignation of employment with the City.

Outside employment with any person, business or corporation doing business with and receiving payment for service or materials from the City is discouraged. In addition, no employee shall act in any matter or be involved in any decision where his or her judgment may be affected by personal relationships, personal involvement, financial considerations or relationships involving any member of the family or family of the employee's spouse, children or extended family.

C-13 RESIDENCY

With the exception of the City Administrator, City employees are not required to live within the city limits of Altamont. All City employees MUST reside in Kansas. City Police, Fire/EMS, Utility personnel must be able to respond within a reasonable response time. Fire/EMS are required to live within the Fire District. It will be the responsibility of the Department Head to monitor the response times of employees. Failure of an employee to respond within a reasonable response time may result in disciplinary action up to and including termination.

C-14 MODIFIED DUTY

It is the priority of the City of Altamont to return employees to work, within the restrictions provided by the physician. Department Heads, managers, and/or Supervisors will be responsible for finding productive work for each injured employee. Temporary restricted duty work reassignment need not be confined to the current department in which the employee is ordinarily employed.

Returning injured employees to work as soon as possible benefits both the employee and the City of Altamont, therefore this policy will be enforced. Any questions concerning this policy should be addressed to the City Administrator.

C-15 NEPOTISM

To avoid favoritism and to minimize the appearance of favoritism based on family relationships, no persons shall be employed in any position supervised by a member of their immediate family, or in a City department whose head is a member of their immediate family. Additionally, no persons shall be employed in a position if a member of their immediate family is employed within their department; however, immediate family members may be employed within the same department as part-time or temporary employees for periods not to exceed six months in any twelve consecutive month period.

In the event two employees employed in the same department marry, or otherwise become members of each other's immediate households, one such employee shall be transferred to another department, if possible, without loss of pay or benefits, or terminated.

Exceptions to this may be approved by the City Administrator and Governing Body.

C-16 EMPLOYEE PERSONAL DATA REQUIRED

It is the responsibility of the employee to promptly notify the City of any changes in personal data. Personal mailing addresses, electronic e-mail addresses, cell phone and land line telephone numbers, individuals to be contacted in the event of an emergency, educational accomplishments and other data should be current at all times. If any personal data has changed the City Administrator or his/her designee should receive timely notification.

All City employees are required to have working telephones or cell phones and to provide the number to their Department Head and the City Administrator for inclusion in the employee's personnel file.

C-17 IMMIGRATION LAW COMPLIANCE

The City of Altamont is committed to employment of citizens of the United States and individuals who are legally authorized to be employed in the United States. Each new and any former employee who has not been employed by the City within a three (3) year period must complete an Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

C-18 AMERICANS WITH DISABILITIES ACT (ADA)

The City of Altamont will make reasonable accommodations for disabled persons in compliance with Federal ADA regulations. Request for reasonable accommodations should be made to the City Administrator who is the City's designated ADA Compliance Officer.

C-19 DISABILITY ACCOMMODATIONS

Employees requiring accommodations for a medical condition or disability shall notify their Department Head in order to determine how to accommodate the employee's needs. Every effort will be made to handle the disability accommodation with sensitivity to protect the confidentiality of the information shared by the employee requiring accommodation. Additionally all requirements of the Americans with Disabilities Act will be considered where appropriate.

C-20 FAIR LABOR STANDARDS ACT (FLSA)

In response to the requirements of the Fair Labor Standards Act, each City of Altamont position description has been reviewed to determine compliance and designation under the Fair Labor Standards Act. The definitions are as follows:

1. **Non-Exempt Employees:** Employees who do not meet the legal definition of an Exempt employee are designated as Non-Exempt or hourly. Non-Exempt employees are paid by the number of hours they perform their job, including compensation for the hours worked overtime. Most City of Altamont employees are in this category and shall receive overtime compensation or compensatory time off for hours worked in excess.
Non-Exempt Employees should shall record total hours worked for each workday.
2. **Exempt Employees:** City of Altamont employees legally classified as exempt from overtime compensation due to their occupational classifications as executive, professional, technical or administrative are "Salary Exempt" employees. Those employees are paid for fulfillment of job responsibilities on a salary basis and

are not paid an hourly rate or overtime pay. Typically, contract employees, unclassified appointed officials, elected and other positions meeting FLSA definitions of exempt are designated as Exempt Employees

C-21 USE OF OFFICIAL BADGE AND CREDENTIALS

It is the policy of the City of Altamont to issue identification cards to employees and City Council members. The cards should be available to allow employee access to emergencies during times of community disaster and as a form of identification if requested by a member of the public or another city employee. The card also provides immediate access to emergency information should an employee become injured or incapacitated on the job. The card should contain the employee's name, employee photo, City department, position, and other emergency information.

The Card should be carried at all time when an employee is acting in an official capacity. Unauthorized or inappropriate use of the employee identification is prohibited and may result in disciplinary action. Any lost, stolen, damaged or destroyed cards should be reported to Administration. Any change of information contained on the identification card shall be reported to Administration for issuance of a new card.

Section D: Compensation

D-1 RECORDING WORK TIMES

Accurate recording of time worked is the responsibility of every non-exempt City employee. Federal and State Wage and Hour Laws require the City of Altamont to maintain accurate records of time worked in order to calculate employee pay and benefits. Time worked is the actual time spent by an employee performing assigned work duties. Department Heads shall review and sign employee time records verifying accuracy of the time recorded. Failure to accurately record all hours worked or falsifying an employee's own work hours or a coworker's work hours will result in immediate disciplinary action, up to and including termination.

D-2 WORK SCHEDULES

The work schedule begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on Saturday of each week unless otherwise identified in standard procedures and documented in employment records. Employees will be paid for all hours worked within that period.

D-3 PAY PERIODS

City of Altamont employees are paid biweekly on every other Wednesday. Each employee payroll check shall include earnings for all work performed or benefits received (vacation, holiday, PTO, etc.) during the payroll period, less all required or authorized payroll deductions. Should a regularly scheduled payday fall on a City holiday, employees will receive payroll deposit slips on the last work day before the holiday. When a regular pay day falls during an employee's time off, the employee's payroll deposit will be available when the employee returns to work.

D-4 OVERTIME

Overtime shall be paid in accordance with FLSA to non-exempt employees at the rate of one and one-half (1.5) times regular pay for hours in excess of required actual hours worked in a defined pay cycle or pay period. The hours required within pay cycles and pay periods before overtime is paid are as follows:

1. Police employees: Forty-Three (43) hours in a seven (7) day work cycle.
2. All other City employees: All hours worked in excess of forty (40) hours in a seven (7) day period.

All overtime must take place at the direction of a Department Head and approved by the City Administrator. An employee cannot claim overtime without being directed to perform overtime by an authorized person. Failure to approve prior approval of the Department Head and City Administrator or and/or failure to immediately report overtime hours if such prior approval cannot be reasonably obtained within twenty-four (24) hours will result in immediate disciplinary action, up to and including termination.

D-5 COMPENSATORY TIME

All non-exempt employees may be granted compensatory time in lieu of receiving overtime pay. Granted compensatory time shall be accumulated at a rate of one and one-half (1.5) hours of compensatory time for each one (1) hour of overtime worked.

D-6 PAYROLL DEDUCTIONS AND SETOFFS

The City of Altamont is required to make various deductions from each employee's payroll compensation. The required deductions include applicable Federal and State taxes, Kansas Public Employee Retirement System (KPERS), Social Security and Medicare, any court ordered garnishment, and any other mandated payroll deductions as may be determined in the future. Additionally, eligible employees may authorize deductions from their payroll checks to pay the cost of various optional employee benefit programs.

D-7 PUBLIC WORKS DEPARTMENT STANDBY PAY

One person from the Public Works Department, designated by their Department Head, shall, during that weekend for which he/she is so designated, keep himself/herself constantly available for call to duty during all off-duty hours. Compensation for the "on-call" designee shall be paid per day four (4) hours at time and one-half (1.5) for working on call and will perform their duties of lift stations, trash, and other duties as assigned. Compensation for the "on-call" designee during the Municipal Pool Season shall be one (1) hour per day. Call out time: Minimum time will be for two (2) hours, at one and one-half (1.5), for each service call provided. Any additional calls received

during this 2 hour time period shall not be considered a separate call, and only the accumulated time spent on all such calls shall be compensated for as indicated.

D-8 POLICE DEPARTMENT STANDBY PAY

One patrolman from the Police Department, designated by the chief of police, shall during the day designated, keep himself/herself constantly available for call to duty during all off duty hours. The officer designated "on-call" shall be paid one (1) hour of regular time for every six (6) hours of "on-call". Call out time: Minimum time will be for two (2) hours, at one and one-half (1.5), for each service call provided. Any additional calls received during this 2 hour time period shall not be considered a separate call, and only the accumulated time spent on all such calls shall be compensated for as indicated.

D-9 STANDBY REQUIREMENTS

During each holiday designated in Section F-1, one person from the Public Works Department designated by his/her department Head, shall remain on "on-call". He/she shall be compensated the same as if "on-call" status on weekends, see section D-7.

D-10 PAY INCREASES

Pay increases are not routine or automatic and are subject to approval by the Governing Body. City employees may be eligible to receive pay increases as follows:

1. All full-time employees, who have been employed with the city for longer than six months, are eligible for a pay increase according to the score on the employee's annual evaluation. Pay increases will take effect the first payroll in January.
2. Upon successful completion of the first six months of employment, new full-time employees shall be eligible for an increase of \$.25.
3. Upon successful completion and graduation from KLETC new full-time police officers shall be eligible for an increase of \$.25.
4. Employees promoted to a higher job classification shall receive at minimum a raise to the bottom of the new range. Wages higher than the minimum for that pay level must be approved by the City Administrator.
5. Employees who successfully complete a Certified Program (CPM, Clerk's Institute, CMC, MMC, Water/Wastewater Certifications, etc.) shall be eligible for a \$.25 raise. Certified programs must be approved by the City Administrator.
6. Employees whose performance has been deemed to be unacceptable as reflected in his/her evaluation, will not be eligible for a pay increase.
7. Employees on suspension, or who have been demoted within the past year are not eligible for a salary increase.

D-11 COST-OF-LIVING ADJUSTMENT (COLA)

Each year during the budget work session, the Governing Body may approve a cost of living increase of 1%. All full-time employees are eligible for the Cost of Living Adjustment. Pay increases will take effect the first payroll of January.

D-12 PERFORMANCE EVALUATIONS

As discussed in Sections D-10, employee performance evaluations will be considered in determining the following employment matters: salary increases and decreases within the limits established, promotions, demotions, order of layoffs, transfers, and terminations. Performance evaluations will be conducted as follows:

1. Performance evaluations will be completed during the 4th quarter each year for all full-time employees. Performance evaluations must be completed, signed by all parties and turned into City Administrator as instructed for the current evaluation period. At the discretion of the Department Head in conjunction with the City Administrator, the evaluation of a new employee may be delayed until the employee has completed his/her first six months of employment.
2. All departments shall use the approved form for employee evaluations.
3. Each employee shall be evaluated by his/her immediate supervisor. Indirect supervisors shall also review the evaluation and make comments as appropriate. Evaluations will be discussed with the employee following approval by the appropriate immediate supervisor and/or Department Head.
4. The City Administrator's evaluation shall be completed by the Governing Body.

D-13 UNIFORM ALLOWANCE

In those departments where a clothing allowance is provided or uniforms otherwise furnished, it shall be the responsibility of the department head, with the approval of the City Administrator, to establish a standard list and authorized inventory to be maintained by each employee. Clothing allowance is intended to enhance the general appearance and safety of the entire department and shall not be considered a salary supplement. Uniforms provided by the City shall be worn only during the performance of municipal responsibilities or other functions specifically approved by the department head.

Section E. Attendance

E-1 HOURS OF WORK

The normal work week for general employees, which includes all employees shall be 40 hours. Due to differing shifts and work requirements, each department will establish the regular working hours for its employees and notify its employees of those hours. The work week shall begin on Sunday and end on Saturday except as otherwise provided.

No employee shall be permitted to work in excess of his/her normal work week except when so directed by the employee's Department Head, or City Administrator.

Department Heads have the ability to adjust an individual's normal work hours on a weekly basis, based on the needs of their department. All employees will still be required to work the minimum required hours for his/her position each week.

E-2 DAYLIGHT SAVING TIME PAY PRACTICE

The City will pay employees actual time worked in the spring and fall on the dates when a change in time occurs due to Daylight Savings Time. Vacation and sick time taken on the dates of Daylight Savings Time will be paid based on scheduled hours.

E-3 REST BREAKS

Employees are allowed two (2) fifteen (15) minute work breaks during the duration of each workday as established by the Fair Labor Standards Act. The time and location of rest breaks shall be determined by the employee's immediate Supervisor. Each rest break shall be fifteen (15) minutes in duration. Should an employee leave the assigned location of a rest break, travel time will be included in the fifteen (15) minute rest break period.

E-4 FAILURE TO REPORT TO WORK

Failure to report to work without prior approval of authorized leave shall be deemed to be an absence without pay and will be grounds for disciplinary action. An employee absent for three or more consecutive days without prior authorization shall be deemed to have resigned their employment. The City Administrator, may grant leave, with or without pay, when there are extenuating circumstances.

E-5 UNPAID ABSENCE

The City Administrator may grant a leave of absence without pay for a defined period, with or without a guarantee of continuing employment.

E-6 INCLEMENT WEATHER, DISASTERS, AND ADVERSE SITUATIONS

To the extent possible, all City employment facilities will remain open according to the regularly scheduled business hours during inclement weather, disasters and adverse situations. The City Administrator reserves the right to change business hours and/or close City facilities as conditions may warrant.

Every effort should be made to be at work due to on-going business requirements. In the event of inclement weather, disasters or an adverse situation which prevents an employee from getting to work, the employee must use accumulated vacation leave to be compensated for this time. The employee must make every effort to notify his or her Department Head of the absence prior to the start of the employee's scheduled shift.

When City facilities are closed early due to inclement weather, a disaster or other adverse situation, employees will receive pay for actual time worked prior to closing. Employees may supplement this amount with accumulated vacation time to offset the time off from work.

The City Administrator may grant administrative leave for employees who were sent home by City Administrator for inclement weather, a disaster, or other adverse situations.

Section F. Employee Benefits

F-1 GROUP MEDICAL AND DENTAL INSURANCE

The City offers full-time employees and their eligible dependents group medical, vision, dental and mental health coverage. Specific benefits of the plans are described in insurance brochures provided to each new employee by the City Administrator.

1. When an employee is required to contribute a portion of medical insurance premium cost, that amount will be accomplished through payroll deduction.
2. The Governing Body shall make the final decision regarding the selection of a health insurance provider, the coverage to be provided, and the portion of premium cost to be paid by the City.
3. All costs for health care insurances available through the City shall be paid by the employee during any period the employee is on leave without pay, is on suspension without pay, is on unauthorized leave, or participating in any unlawful work stoppage.
4. Health care insurance coverage shall be extended to an individual who is temporarily disabled and receiving workers compensation while serving as a city employee. The employee's share of cost shall be paid to the city as a direct payment by the employee or otherwise deducted from any city compensation payments. In the event no payment is received from the employee's share of insurance cost, the option to cancel the insurance remains with the City.
5. No regular full-time or part-time employee shall be entitled to cash payment in lieu of health care insurance coverage.
6. The City complies with those provisions of the Federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) as it relates to the availability of group health insurance coverage upon termination of City employment.

The Governing Body shall make the final decision regarding the selection of a health insurance provider, the coverage to be provided and the portion of premium cost to be paid by the City.

F-2 CONTINUATION OF MEDICAL COVERAGE (COBRA)

Employee and/or dependent medical and dental coverage under the current plan may cease as a result of one on the following events:

1. Employee Qualifying Event.
 - a. Termination of employment for any reason.
 - b. Reduction in the number of hours of employment.
2. Spouse or Dependent Child Qualifying Event if Event Causes Spouse or Dependent to Lose Coverage.
 - a. Covered employee becomes entitled to Medicare.
 - b. Divorce or legal separation.
 - c. Death of covered employee.
3. Dependent Child Qualifying Event if Dependent Loses Coverage
 - a. Loss of Dependent Child Status Under Plan Rules (Coverage provided under Patient Protection and Affordable Care Act until age 26 of dependent.
 - b. COBRA coverage lasts 18 or 36 months depending on the coverage.

Employees or dependents may elect to continue medical coverage including dental beyond the date that it would otherwise terminate by doing one of the following:

1. Convert the group medical coverage to an individual policy provided directly by the insurance carrier.
2. Continue to participate in the group medical coverage plan under the criteria outlined below:
 - a. Rights of the Employee. Employees presently covered by the insurance plan or health maintenance organization (HMO) may continue this coverage for up to 18-36 months from the date that employment terminates or status changed to a nonparticipating (non-insured) employment status provided that the employee pays the full cost of premium and any administrative fee (up to 2%) that may be imposed.
 - b. Rights of a Spouse of Employee. The spouse of an employee covered by the medical plan or a sponsored (HMO) has the right to continue coverage if the employee was terminated or changed to a nonparticipating employment status, or if a divorce or legal court-decreed separation from the employee took place. Coverage under these circumstances may continue for a period up to 36

months provided that the spouse pays the premium in full and any administrative fee (up to 2%) that may be imposed.

- c. Rights of Child(ren). Dependent children of an employee covered by the medical plan or a sponsored (HMO) have the right to continue coverage if group health insurance coverage under the medical plan is lost because of termination of a parent's employment or change to nonparticipating employment status, parents' divorce or legal court-decreed separation, or the dependent ceases to be a "dependent child" under the medical plan (attains age 26). Coverage under these circumstances may continue for a period up to 36 months provided that the spouse pays the premium in full and any administrative fee (up to 2%) that may be imposed.

3. Election.

- a. If an employee or eligible spouse or dependent does not elect to continue coverage, group health insurance will end as scheduled under the plan.
- b. If an employee elects to continue group medical coverage, the employee or eligible spouse or dependent is responsible for paying the entire cost (both employer and employee share). This cost will be subject to periodic rate changes. Employees are not required to show that they are insurable (by taking a medical exam) to continue the coverage.
- c. Continued coverage may be terminated earlier than the 18 to 36 month period if group medical plans for all other employees are terminated, or if the employee or eligible spouse or dependent:
 - Fails to remit the required monthly payment within 31 days of the due date.
 - Becomes eligible under any other group medical plan.
 - A covered spouse remarries and becomes eligible to be covered under another group plan.
 - Becomes eligible for Medicare.

F-3 FLEXIBLE SPENDING

The City offers a flexible spending account to all full-time employees. The flex spending account is a way to set aside money for qualified medical, dental or vision expenses or dependent care.

Flexible Spending Accounts are funded through pre-tax deductions from the employee's paycheck. The total amount chosen to deposit is taken out of your paycheck over time. The full amount may be given all at once in January or reimbursed through medical expenses through the year. Flexible Spending funds must be spent by December 31st of each year.

The City owns the account, but you are the one who funds it and decides how to spend the money. Only you and your employer can contribute to the Flexible Spending Account. Flexible spending accounts also help you save on taxes. The amount you put into the account is deducted from your pre-tax income, which could put you in a lower tax bracket. And the money you put in is not taxed, either.

F-4 RETIREMENT BENEFITS

Full-time employees participate in the Kansas Public Employee's Retirement System (KPERS). Part-time employees may be eligible. For eligibility see the Payroll Clerk. The retirement system provides for retirement benefits and disability protection when a member meets the plan requirements.

Retirement benefits accrue from employee and employer contributions. Contributions to the retirement system are mandatory for eligible positions and are deducted from the member's compensation each payroll period. If a member terminates service without retiring, accumulated contributions with earned interest, are refundable upon request to KPERS during a certain time period (normally 60 days following termination). Employer contributions are not refundable. Employees become vested in accordance with current retirement system policies. Annual benefit statements are provided by the Retirement System to participating members. Employees may request an estimate of benefits from the retirement system at any time to obtain an approximate projected retirement benefit figure.

Enrollment and benefits forms are available through the Payroll Clerk. It is the employee's individual responsibility to keep information on file up to date related to their retirement account as to name, address and beneficiary(s).

All employees who are contributing members of KPERS are eligible for KPERS Death and Disability benefits in addition to regular KPERS benefits. This benefit is explained in the information provided by the Kansas Public Employment Retirement System at the time of required enrollment.

When any employee of the City of Altamont takes early or normal retirement after ten (10) years of service they shall be entitled to one (1) week retirement pay.

F-5 WORKER'S COMPENSATION

It is the employee's responsibility to notify their Supervisor immediately if an injury occurs on the job. All injuries occurring on the job must be reported to the employee's immediate Supervisor. The Supervisor will complete the City's Incident Report even if medical attention is not given. It is the employee's responsibility to submit the incident form to the City Administrator's office the day of the incident, or the following business day if the incident occurs after office hours. If medical attention is required, the City Administrator's office shall schedule an appointment for the employee to be seen by the designated provider unless said physician is unavailable. Another physician in the City will be contacted in that case. If the injury is deemed a true emergency the Supervisor will transport employee to the Emergency Room. Failure to file an Incident Report in a timely manner may result in a claim being denied.

Employees injured on the job will need to use their own leave during the first seven calendar days after filing for workers' compensation claims. (PTO, Personal or Vacation.) Once Workers' Comp has deemed the injury compensable the employee will be reimbursed for the first seven days only if time off due to the injury continues past seven days.

When an employee receives compensation under the Workers' Compensation Act, the pay he or she receives from the city, while an employee of the city, shall be the difference between his or her regular rate of pay and the amount he or she receives from Workers' Compensation. The total amount cannot exceed the cap set by law.

No employee shall receive Workers' Compensation for injuries or illness occurring during personal time.

F-6 LIFE INSURANCE

All full-time employees are currently covered by a term life insurance policy through KPERS, at no cost to the employee, in the amount of 1.5 times the employee's annual earnings, and double indemnity for accidental death and dismemberment (AD&D).

All full-time employees are eligible for Life insurance through KPERS Life. The base coverage is \$50,000 and can be increased in \$5,000 increments each year.

Specific benefits and terms of the policy(s) are provided to each new employee. Additional information concerning life insurance policy(s) are available from the City Administrator.

It is the employee's individual responsibility to keep on file information related to his or her policy up to date as to name, address and beneficiary(s).

F-7 SOCIAL SECURITY

All employees are automatically included as participants in the Social Security System (FICA), which provides workers with the following benefits: retirement insurance, survivor's insurance, disability insurance, Medicare for the disabled and the aged, Black Lung benefits, and supplemental security income. The benefits are in addition to the Kansas Public Employee's Retirement System. The cost of this benefit is paid equally by the City and the employee, with the employee contribution being made through payroll deduction.

F-8 UNEMPLOYMENT COMPENSATION

The City is a covered employer under the Unemployment Compensation Law. The basic objective of the program is to provide a partial replacement of wages for employees during short periods of involuntary unemployment. By law, the cost of Unemployment Compensation funding is paid by the City. The Kansas Department of Labor will make a determination if the employee is or is not eligible to receive unemployment benefits.

F-9 FITNESS CLUB PLAN

All employees and their dependents are eligible for membership at Al's Fitness at discounted rates. The City pays \$10.00 towards the monthly premium. Monthly premiums can be made through payroll deductions or paid directly to the City.

F-10 CAFETERIA PLAN

The City of Altamont offers opportunities to other benefits through the cafeteria plan. Benefit premiums will be deducted from the employee's paycheck. The cost to participate in these programs are paid for solely by the employee. Employees will be informed of plans and benefits available.

F-11 SAVINGS ACCOUNT

The City of Altamont has the opportunity to send money directly to an employee's bank account through an automatic deduction.

F-12 EMPLOYEE ASSISTANCE PROGRAM

The City provides an employee assistance program (EAP) which is available to all employees and their family members. The program is a confidential guidance and treatment referral service for personal problems or problems which affect job performance. The program is designed to deal with a broad range of human relations problems such as alcohol or other drug abuse, emotional and behavior disorders, family or marital discord, financial, legal or other personal problems. It is also designed to provide early identification of personal problems, and motivation to take steps to resolve the problems before they become detriments to the employee's job performance. The program provides for referral to appropriate professional resources for assistance.

Participation in the EAP does not excuse employees from complying with normal City policies or from meeting normal job requirements during or after receiving EAP assistance. Nor will participation in the EAP prevent the City from taking disciplinary action against any employee for performance problems that occur before or after the employee's seeking assistance through the EAP.

Employees interested in learning more about our EAP or in discussing a personal or job-related problem should contact their supervisor or the City Administrator.

As a part of the Employee Assistance Program the City offers services through Labette Mental Health Services.

1. The Labette Center for Mental Health Services, Inc. (LCMHS) is contracted to provide counseling sessions on a confidential basis. When a City employee contacts the LCMHS, LCMHS will call to verify employment. No information from any sessions provided by LCMHS to a City employee will be provided to the City other than number of visits utilized in each monthly billing cycle.
2. Counseling services available through this program include, but are not limited to; alcohol and drug counseling, stress management, divorce, marital problems, grieving, anxiety, etc.
3. All active full-time and part-time employees are eligible to participate. An employee is eligible on their first day of employment.
4. Employees will be provided up to three free consultations with the LCMHS per incident. If additional sessions are required, they may be covered by our insurance plan under the terms of our contract.
5. Contact the City Administrator for details about this program or assistance in scheduling an appointment with the LCMHS.
6. If there is reasonable suspicion to believe that an employee has a problem with substance abuse, alcohol abuse, or other personal problems which impact job performance, the City may require that they receive mandatory counseling from a designated mental health care provider. Such counseling, if required, will be at the City expense for the first three visits.

The contact phone number for the Labette Center for Mental Health Services is (800) 303-3770.

F-13 EDUCATIONAL ASSISTANCE

Statement of Policy: Employees are encouraged to continue their formal education through participation in off duty/non-working hour's educational programs. Reimbursement for educational expenses incurred by such participation may be granted for job-related courses with prior written approval of the City Administrator, provided funds have been budgeted for such reimbursement. The reimbursement may be a taxable event. Consideration of employee request for tuition reimbursement is dependent upon budgetary constraints and the recommendation of the employee's Department Head. Time spent in attendance at these courses shall be considered the employee's personal time and is not counted as time worked.

Procedures: Any reimbursement shall be given only after successful completion of the course/program. Successful completion is defined as receipt of a certificate of satisfactory completion or a grade of "C" (2.0 grade point) or better in the case of academically rated courses, or attainment of pass in a pass/fail grading system. Tuition reimbursement is for the course only; no reimbursement is given for books, lab fees, travel expense or material cost. At the discretion of the City Administrator and Department Head, the City may reimburse an employee for all, or part of, expenses incurred for books, tuition, and/or fees. Approval for tuition reimbursement shall only be allowed for courses offered by accredited colleges, universities or vocational training institutes. The City may reimburse to a maximum of \$2,500.00 per semester pending on available funding.

Request for reimbursement must be at least 30 days in advance of the anticipated course of study, for pre-approval. Request for reimbursement must be made within thirty (30) days following the completion of the course of study.

Upon separation from City employment, employees will reimburse the City for any tuition reimbursement received in the previous twenty-four (24) months.

Any dispute regarding eligibility or the level of reimbursement may be appealed to the City Administrator for resolution.

Employees who acquired work related training on their own time and expense are encouraged to notify the City Administrator so the information can be noted in the employee's personnel file.

F-14 EMPLOYEE APPRECIATION PROGRAM

In the event of the death of an immediate family member of the employee or employee's spouse, the City will make a memorial contribution to the listed charity in the obituary or send a floral arrangement not to exceed \$50.00.

The City may provide appreciation luncheons and events for employees. These events will be coordinated and approved by the City Administrator.

Section G. Employee Leaves

G-1 HOLIDAYS

Employees are eligible to receive paid holidays beginning the first day of employment. The following days shall be observed holidays:

New Year's Day	Columbus Day
Martin Luther King Jr. Day	Veterans Day
President's Day	Thanksgiving
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

1. If a paid holiday falls on a Saturday, it shall be observed on the preceding Friday. If it falls on a Sunday, it shall be observed on the following Monday.
2. To be eligible to receive pay for an observed holiday, an employee must not have been on "leave without pay" status on all or any part of the workday prior to or following the holiday.
3. The City Administrator may designate any other day as an official holiday and grant a day off with pay for City employees.
4. Full-time non-exempt employees, scheduled to work on an observed holiday shall receive eight (8) hours of holiday pay (at the regular rate of pay), plus overtime pay for the hours they work on the holiday. Holiday pay will not count as time worked for the purpose of calculating overtime.
5. Part-time employees shall not receive paid holidays. If required to work, they shall receive their regular hourly wage, or overtime if applicable under Fair Labor Standards Act (FLSA) standards.

G-2 VACATION

Vacation leave shall be earned and accrued from the day of employment under the conditions herein stated. Vacation leave shall be granted after the employee has satisfactorily completed one year of employment. Vacation time off must be approved by the Department Head following the completion of the first year of employment.

Regular Full-Time employees will accrue vacation with pay in accordance with the following accrual schedule:

Years of Service	Hours per Year	Maximum Accruals
1-2	80 hours (10 days)	160 hours (20 days)
3-9	120 hours (15 days)	240 hours (30 days)
10-14	160 hours (20 days)	320 hours (40 days)
15+	200 hours (25 days)	400 hours (50 days)

Scheduling: Vacation leave shall be scheduled with the employee's Supervisor and/or Department Head. In cases where the requested vacation schedules of two or more employees would adversely affect the efficient operation of the city, vacation leave shall be granted on a first come, first served basis at the discretion of the Department Head.

Holidays during vacation: City holidays occurring during an employee's authorized vacation shall not be considered a vacation day.

Minimum Hours: Vacation leave shall not be expended in increments of less than one quarter (1/4) hour.

Termination: An employee shall be compensated for all accrued and unused vacation at their final rate of pay upon termination.

G-3 PAID-TIME-OFF (PTO)

All hourly and salaried full-time personnel shall accrue 8 hours of Paid-Time-Off per calendar month. Paid-Time-Off (PTO) shall be accrued by full-time employees to use for illness, on or off the job injuries, medical/dental appointments, personal business, child care problems, pregnancies, for care of immediate family members, funerals, or for any other valid absence as determined by the employee's supervisor.

1. An employee while on paid PTO, vacation leave, or other leave with pay shall continue to earn credit for PTO and vacation leave. An employee shall earn no leave credit while on leave without pay.
2. Employees shall accrue PTO hours after one full month of employment. In the event that an employee must be off the job but is not eligible for or does not have a sufficient amount of PTO time available, he may submit a leave request for leave without pay. The approval or non-approval of such request will be determined by the employee's Department Head.
3. All employees shall have a maximum amount of PTO accrual equal to 480 hours. Employees who exceed the accrual maximum shall not be credited with further PTO accrual until their accruals are reduced below the maximum accrual level. A waiver of the maximum accumulation rule may be granted under special circumstances with the permission of the City Administrator.
4. All PTO must be approved by the Department Head under whose supervision the employee is placed. If any such employees of the City of Altamont is terminated such leave is cancelled and re-employment by the City of Altamont will not reinstate such PTO time.
5. Upon an employee being terminated by the City of Altamont, the employee will receive 25% (twenty-five percent) of their unused PTO.
6. Any absence for a fraction or part of a day shall be charged in increments of not less than one quarter (1/4) hour. Departments may set larger increments based on operational needs.
7. Employees are to request PTO in advance whenever possible and in accordance with their department's policies. If advanced notice is not given in accordance with their department's policies, it shall be called unscheduled PTO. The abuse of unscheduled PTO, which may be considered excessive by the supervisor, shall be investigated and the employee may be subject to disciplinary action. Employees may be required to furnish medical verification to prove that unscheduled leave was unavoidable.

G-4 SHARED LEAVE

Employees are not allowed to use PTO that is not earned. Employees needing additional leave may apply for Leave Sharing under this policy if they have exhausted all paid leave to include Vacation, Paid-Time-Off, and any accumulated compensatory time. The City Administrator may permit a full-time employee to receive Shared Leave donations from other qualified employees if:

The employee, the employee's child or the employee's spouse suffers from an illness, injury, impairment, or physical or mental condition that is of an extraordinary or severe nature and which has caused, or is likely to cause the employee to go on leave without pay status or terminate City employment.

The City Administrator shall determine the amount of Share Leave, if any, which an employee may receive under this section. However, an employee shall not receive more than seven hundred and twenty (720) hours of donated PTO.

Donations will be directly subtracted from the donator's Leave balance. Donators will have to complete a form indicating the amount of time they wish to contribute. Employee donations will be made on a totally voluntary basis.

Exclusions to the use of shared leave include:

1. The employee is receiving other disability benefits.
2. The employee has been injured or disabled while committing a crime.
3. The employee has been injured or disabled as the result of being intoxicated by alcohol or drugs.
4. The employee has been injured or disabled while working for another employer

G-5 BEREAVEMENT (FUNERAL) LEAVE

In the case of death of a member of an employee's immediate family (to include only the spouse, children, mother, father, brother, sister, grandchildren or grandparents), or those same relatives of the employee's spouse, full-time employees shall be granted paid funeral leave not to exceed three consecutive working days. The three consecutive days allowed will not be charged to accumulated leave.

If additional time is necessary, it may be taken with any accrued leave time or unpaid leave as authorized in advance by the Department Head or the City Administrator.

G-6 MATERNITY LEAVE

An employee who becomes pregnant shall be granted paid Maternity Leave. All privileges and benefits shall apply in the case of Maternity. An employee will be expected to return to work within six (6) weeks following termination of the pregnancy except when complications develop, in which case, return to work shall be as soon as permitted by a signed release from the employee's physician. The employee may also elect to use any accrued personal leave to the extent such leave is available with approval by the City Administrator.

An employee may take paid Paternity Leave within the first ten weeks of the birth or adoption of their child. The employee will be granted one (1) week of paid paternity leave. An employee may extend leave time with the use of accrued leaves.

G-7 BREASTFEEDING

For up to one year after the child's birth, any employee who is breastfeeding her child will be provided reasonable break times to express breast milk for her baby. The City will designate a private location at each City facility for this purpose. Please check with your Department Head for this information. A small refrigerator reserved for the specific storage of breast milk is available. Any breast milk stored in the refrigerator must be labeled with the name of the employee and the date of expressing the breast milk. Any nonconforming products stored in the refrigerator may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage, refrigeration and tampering. Nursing mothers wishing to use this room must request/reserve the room by contacting City Administrator.

Additional rules for use of the room and refrigerator storage are posted in the room. Employees who work offsite or in other locations will be accommodated with a private area as necessary. Breaks of more than 30 minutes in length will be unpaid or the employee may use accrued leave.

G-8 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Upon request, any eligible employee as defined by FMLA, will be granted up to 12 weeks of unpaid Family and Medical Leave during any 12-month period. Such leave will be available as the result of the birth, adoption or placement of a child for foster care, to care for a spouse, child or parent with a serious health condition or due to the disabling illness of the employee. Where possible, employees are required to provide at least 30 days' notice before beginning to take leave. The employee will be required to use all accrued paid Vacation, all accrued Paid-Time-Off and any accumulated compensatory time before being granted leave without pay for the 12 weeks of leave provided under this law.

Eligibility: An employee must have worked for the city at least 12 months and for a minimum of 1,250 hours during the previous year. Where a husband and wife work for the city, the total number of weeks leave to which both are entitled will be limited to 12 weeks during any twelve month period. Where leave is requested as a result of a serious health condition, the employee will provide the City a certification statement issued by a health care provider. Should there be a question of validity of the certification provided by the employee the City may, at its own expense, require an opinion from a second health care provider. Where there is a conflict between the two opinions, the City may pay for the opinion of a third provider. The opinion of the third provider is binding on both the employee and employer.

Restoration: An employee returning from Family Leave will be entitled to return to their position if it is still available or to a position with equivalent benefits, pay and other terms and conditions of employment.

Vacation and PTO: An employee while on paid PTO, vacation leave, or other leave with pay shall continue to earn credit for PTO and vacation leave. An employee shall earn no leave credit while on leave without pay.

Health Insurance Coverage: The City will continue to provide health care coverage under the same provisions as prior to the leave. The employee will be responsible for his or her share of the premium. Where the employee fails to return from leave, the City can recover the premium(s) that have been paid on behalf of the employee to maintain health care coverage. If failure to return to work is due to the continuation, recurrence, or onset of a serious health condition beyond the employee's control, the employee will not be liable for health care premiums paid while on family leave. In such cases, a certification issued by a health care provider will be required.

G-9 MILITARY LEAVE

Any City employee who is a member of any Military Reserve Component of the United States Armed Forces will be allowed a leave of absence for required training or duty. Military Leave is unpaid or the employee can use accrued leave.

At the time of notification by the military, the employee shall submit a written request to take military leave to their Department Head. Prior to granting military leave a copy of the military orders shall be attached to the written request for leave and forwarded to the City Administrator for inclusion in the employee's personnel file.

An employee taking military leave of two (2) weeks or less during a twelve (12) month period will be unpaid during the period of leave but will continue to accrue vacation and PTO credit during the absence. If an employee is on military leave in excess of two (2) weeks, the employee will not earn credit for vacation and PTO in excess of the two weeks. Any holiday falling within the period of military leave will be unpaid. An employee may choose to use accrued vacation leave for their annual active duty training, but are not required to do so.

If an employee desires to keep his/her life and health insurance during the period of military leave, the employee must make arrangements to pay the amount that is regularly deducted from the payroll check when in a paid status. The City will continue to pay the City's share of life and health insurance costs for an employee on military leave of two (2) weeks or less.

An employee returning from military leave shall be reinstated in accordance with the provisions of the Federal Uniform Services Employment and Reemployment Rights Act of 1994, as amended, and the Kansas Military Leave Laws.

G-10 JURY DUTY/ COURT LEAVE

Any permanent full-time or regular part-time employee who is required to serve on a jury, or as a result of official City of Altamont duties is required to appear before a court, legislative committee or quasi-judicial body as a witness in response to a subpoena or other directive, shall be allowed authorized leave with pay. The City will pay the employee his or her regular wages, but the employee will endorse over to the City all jury fees received.

Employees may, however, retain any mileage reimbursement they receive. An employee who receives notice of jury duty or witness service must notify his/her Supervisor immediately in order that arrangements may be made to cover the position. The City reserves the right to request that an employee who is called for jury be excused if their absence would create a hardship on the operation effectiveness of the department to which they are assigned.

Time away will not affect employee benefits.

Employees are expected to return to work promptly following jury/court duty.

Employees who appear in court as the plaintiff or defendant in any action not related to their official duties shall not be paid for time away from work. Employees may choose to use accrued leave.

G-11 DOMESTIC VIOLENCE AND SEXUAL ASSAULT LEAVE

The City will not discharge, or in any manner discriminate against, an employee who is a victim of domestic violence or sexual assault and who takes time off from work to obtain relief, including restraining orders and other injunctive relief. The employee must be permitted time off to seek medical attention, obtain services from domestic violence programs, or make court appearances related to domestic violence. The employee must give advance notice when feasible. Employee must also provide to the City certain documentation such as a copy of the police report or restraining order within 48 hours of returning from requested time off. The employee may use accrued paid leave or, if paid leave is unavailable to the employee, up to 8 days per calendar year of unpaid leave for these purposes.

Any employee found guilty of Domestic Violence or Sexual Assault by a court of law will be immediately terminated from the City of Altamont.

Section H. Travel and Training

H-1 PROCEDURES

In an effort to provide a fair and equitable policy pertaining to travel by employees necessary for the conduct of their particular assignments, the City of Altamont establishes the following policy and procedure for work related travel by employees. All travel related expenses shall be kept at a minimum.

H-2 MEETING, SEMINAR, AND EDUCATIONAL ATTENDANCE

Any employee may be granted leave with pay to attend meetings, seminars, and conventions related to the employee's work when such attendance is authorized by the employee's Department Head.

H-3 REIMBURSABLE TRAVEL EXPENSES

Meals: In order for meals not to be counted as a taxable benefit, traveling away from home must include an overnight stay or be long enough to require substantial sleep or rest. Per the IRS, meals are considered fringe benefits on same day trips unless the employee is being sent to training for the edification of their current job position and the training. Meal allowance shall be no more than \$60.00 per day and may not include alcoholic beverages. In rare occasions, depending upon the venue of the trip, the City Administrator may approve a higher allowance if needed.

Lodging: The City will incur the cost of the hotel room and tax only. Movies, phone and other amenities are not coverable. Transportation: City transportation should be used on all business related trips when possible.

Transportation: If City transportation is not available, approval for other transportation arrangements must be obtained by the City Administrator prior to the trip. Mileage will be paid at the rate set by the IRS only when employee is required to use his/her own personal vehicle. If a city vehicle is available for transportation and the city employee elects to use a personal vehicle, the city will not reimburse the employee for mileage. The city will incur parking fee at training or lodging locations.

Non-allowable Expenses: Non-allowable expenses of City funds include, but are not limited to, personal expenses on City credit cards, tobacco, alcohol, cannabis or any legal or non-legal drug, in-room movies, souvenirs, entertainment, first class travel accommodations, personal telephone calls, fines or penalties, expenses of a spouse or non-employee, loss or damage to personal property, personal postage, cleaning, barbers, beauty shops, toiletries, etc.

Non-exempt Employees: If a non-exempt employee is required to be out of the city for travel or training for a one day assignment rather than reporting to the regular work site, that does not involve an overnight stay, all travel time will be consider compensable work time. Credit Card Use: The City provides credit cards for use in paying travel expenses. Employees are encouraged to use a City credit card to limit any out of pocket expenses that they may incur. Misuse of a City credit card may result in disciplinary action, up to and including termination of employment.

H-4 SPECIAL LICENSES AND MEMBERSHIP FEES

The City will annually pay dues and fees to each employee who is required by ordinance, or State and Federal law to be a member of a professional organization, or who must maintain current a particular certification or license as a condition of employment. Payment will be made upon approval by the employee's Department Head.

The City will pay for memberships for employees who belong to professional organizations that promote individual professional growth, competence and effectiveness City employees will be allowed time off with pay to attend local, State and national meetings subject to approval of the City Administrator and the Department Head and budgetary limitations.

Section I. Health and Safety

I-1 WORKPLACE SAFETY

The following list is a simple and necessary set of rules to follow in order to prevent accidents and injuries:

- All employees shall follow these rules, assist in instituting safe operations, and report unsafe conditions or practices to Supervisor.
- The Supervisor shall insist on and enforce compliance with every rule, regulation, and order to ensure facility safety.
- Employees shall be instructed to check that all guards and other protective devices are properly in place and adjusted before using equipment, and shall tag out, promptly report and not use deficient equipment until it is properly guarded.
- All injuries shall be reported promptly to the appropriate supervisor so that arrangements can be made for medical or first aid treatment.
- Immediately report all accidents or injuries to a Department Head or Supervisor.
- Follow all instructions given by the Department Head or Supervisor.
- Ask a Department Head or Supervisor how to safely perform a job if in doubt.
- Refrain from horseplay and practical jokes; they are strictly forbidden.
- Return all equipment to its proper location after use.
- Immediately report all equipment needing maintenance.
- When lifting heavy objects, the larger muscles of the legs instead of the smaller muscles of the back (squat, don't bend over) shall be used.
- Appropriate shoes (safety shoes/slip resistant, when needed) shall be worn.
- Employees shall cleanse thoroughly after handling hazardous substances, and follow special instructions for these materials
- Gasoline and other volatile solvents shall not be used for cleaning purposes.
- No burning, welding, or other source of ignition shall be applied to any enclosed tank or vessel, even if there are some openings, until it has first been determined that no possibility of explosion exists, and written authority for the work is obtained from the appropriate supervisor.
- No loose jewelry is to be worn without being tucked in. Hoop earrings or other forms of facial jewelry are prohibited in maintenance shop. Long hair must be pulled back or put up.

I-2 REPORTING SAFETY ISSUES

All accidents, injuries, damage to City property, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to a Supervisor or Department Head. If an employee is injured, outside emergency response agencies should be contacted if needed. All accidents or injuries requiring medical treatment must be immediately reported to the City Administrator. Regardless of whether medical treatment is received a Report of Accident Form must be completed in case medical treatment is needed later and to ensure that any existing safety hazards are corrected. A copy of this form is attached to this policy manual (Appendix C). Any time an employee is injured or City property is damaged the employee injured and/or causing the damage will be subject to a mandatory drug screening. The Department Head or designee shall be responsible to take the employee to the Designated provider's office. Contact the City Administrator to arrange for an appointment.

I-3 EMERGENCY PROCEDURES

It is important that employees read and understand the emergency and fire procedures for their work areas. Employees should acquaint themselves with the location of and the instructions for operating fire extinguishers, as well as the procedures for severe weather. In the event of an emergency, employees should talk quietly, remain calm and refrain from engaging in activity such as shouting or running. Department Heads shall be required to ensure that all new employees receive an overview of emergency procedures upon being employed. All other employees will receive an annual review and ongoing safety training.

I-4 IN CASE OF FIRE

In the event of a fire, remain calm and follow the procedures listed below:

1. Call 911. Activate the nearest fire alarm.
2. Do not place yourself in jeopardy.
3. Do as much as possible to extinguish a small fire with an extinguisher.

4. Do not use water on an electrical or grease fire.
5. Never enter a smoke filled room or open a door that is hot to the touch.
6. Keep yourself between the fire and the nearest exit.

I-5 FIRST AID, AED, AND SAFETY INFORMATION

All City Employees should have first aid training and ideally have a valid First Aid Certificate.

1. First Aid Certification should be renewed every three (3) years and should include cardiopulmonary resuscitation (CPR) training and the use of AED (where available).
2. First Aid kits should be located in all city work facility locations.
3. Department Heads are required to ensure first aid kits are properly maintained and stocked.
4. Safety posters should be conspicuously posted for the purpose of employee education and as reminders of the importance of safety issues.

Section J. General Policies and Procedures

J-1 LOBBYING BEFORE GOVERNMENTAL UNITS

In order to assure the official policies of the City are expressed during appearances before legislative bodies or other governmental agencies, the following policies will apply:

- a. All testimony or statement, written or oral, given by an employee of the City acting on behalf of the City before any governmental legislative body or other governmental agency shall strictly comply with the policies set forth by the Governing Body by the way of a motion, resolution or ordinance.
- b. When there is a lack of formal action by the Governing Body, written authorization must be obtained from the City Administrator prior to any lobby activity by any employee of the City on behalf of the City.
- c. The policies expressed in items a. and b. shall also apply to any correspondence written on City or departmental stationery, e-mail communications from City accounts, social media content representing the City, and to any verbal conversation when the speaker represents himself or herself as an employee of the City.
- d. Any employee lobbying for the City before the State legislature will file reports as required by law.
- e. A violation of this policy could result in disciplinary action.

J-2 POLITICAL ACTIVITY

No officer or employee of the City of Altamont shall, while on duty during an assigned work shift:

1. Request or solicit contributions or anything of value for any political candidate or cause. Participate in any political campaign by:
 - a. Speaking in favor of any candidate or cause.
 - b. Distributing literature.
 - c. Picketing or demonstrating on behalf of, or in opposition to, any political candidate or cause.
2. Organize, plan or in any other way participate in the administration of any political campaign.
3. No officer, employee or volunteer shall, while on duty and/or in the uniform of the City, or while in or operating any City vehicle, equipment, display any badge, button, sign or sticker promoting or opposing any political cause or candidate.
4. No officer or employee of the City shall use public funds, property, or any other instrumentality or thing of value belonging to the City to promote or oppose any political cause or candidate.
5. No officer or employee of the City shall use his or her office for the purpose of, or with the effect of:
 - a. Coercing or intimidating any City employee or employees with respect to contributing to, opposing or promoting, or refraining from contributing to, opposing or promoting any political cause or candidate.
 - b. A City employee whose position is funded totally or primarily with Federal funds shall be governed by the rules established by the United States Civil Service Commission or the Office of Personnel Management.
 - c. Obtaining a benefit as a result of any political activity by intentionally committing an unauthorized act or by refraining from performing a duty imposed upon him or her by law.
 - d. No officer or employee of the City shall engage in any political activity that is prohibited by State or Federal law. Any person engaging in such an activity shall be subject to disciplinary action, including immediate discharge. Illegal activity prohibited by State law includes the following activities:
 - Engaging electioneering, circulating cards or handbills, soliciting signatures, interfering with voting or the administration of the polling place, including conducting an exit or public opinion poll within 300 feet of a polling place.
 - Obstructing or preventing access to a polling place.
 - Removing a ballot from a polling place or soliciting a voter to show his or her ballot.
 - Attempting to intimidate, influence or bribe a voter by menace or corrupt means.
 - Hindering, disturbing, persuading, threatening or intimidating any person from casting his or her vote.
 - Knowingly and willfully making a false assertion or propagating a false report concerning a candidate, which has a tendency to prevent his or her election.
 - Giving a bribe or something of value to secure a vote or solicit a bribe, or offer any preference or other valuable consideration to give or refuse a vote.

J-3 PERSONAL APPEARANCE

Each employee's dress, grooming, personal hygiene and appearance should be appropriate to the work situation. The following guidelines should be observed:

1. Employees shall present a professional, businesslike image to customers and the public. Acceptable personal appearance is an on-going requirement of City employment. Radical departures from community norms of conventional dress or personal grooming and hygiene are not permitted.
2. Employees working in an office and any employee having regular day-to-day contact with the public in the performance of their job are expected to dress in a manner normally acceptable in similar business establishments within the community.
3. Employees who do not regularly meet the public are provided City uniforms and should appear as clean and neat as circumstances permit. Department Heads will be responsible for oversight of the appearance of those employees working under their direction.
4. An employee not meeting the standard of this policy will be required to take corrective action, which may include leaving the work premises or work site. Employees will not be compensated for any work time missed because of failure to comply with this policy.

J-4 TOBACCO/ NICOTINE POLICY

It is the policy of the City to comply with all applicable Federal, State and local regulations regarding tobacco and nicotine products in the workplace and to provide an environment that promotes productivity and the well-being of its employees. Smoke or smoking as used in this policy shall mean and include the smoking or carrying of any kind of cigarette, cigar, lighted pipe, e-cigarette, or vape. The following policy guidelines shall be observed:

1. Smoking products as defined above shall not be used in any City building.
2. Employees are expected to exercise common courtesy and to respect the needs, health, and sensitivities of co-workers with regard to smoking. Smoking shall be limited to time on work breaks and not while working. Smokers should keep smoking areas free from litter and cigarette butts and not abuse work break periods in order to smoke. The City does not discriminate against individuals on the basis of their use of legal tobacco products as long as the use of those products does not adversely affect the employee's job performance.
3. No person should use tobacco or nicotine products in a way that would damage, soil, stench, ruin, or leave a permanent odor in City vehicles or buildings.
4. Those employees who smoke and would like to take this opportunity to quit are invited to call the free Kansas Tobacco Quitline (1-800-QUIT-NOW) for telephone cessation counseling and support.
5. The success of this policy will depend on the thoughtfulness, consideration, and cooperation of both smokers and nonsmokers. All employees share in the responsibility for adhering to and enforcing this policy.
6. Appropriate disciplinary action will be taken against any violations of this policy.

J-5 CONTRIBUTION AND HONORARIUMS

Speeches and presentations related to City services delivered by City employees to community and professional organizations are made without charge. If an organization wishes to give an honorarium or contribution for such a presentation, the remuneration must be made to the City and not the individual employee.

An honorarium or contribution for a speech or other presentation made by a City employee to a group outside the City, either during working time or for which the City provided travel expenses will also be made to the City.

J-6 ETHICS AND CONFLICTS OF INTEREST

Conflicts of Interest: No City employee shall engage in any act that is in conflict, or creates an appearance of unfairness or conflict, with the performance of official duties. An employee shall be deemed to have a conflict if the employee;

1. Has a financial interest in any purchase by the City of property, goods or services when the employee has prior knowledge that the City intended to purchase the property, goods or services.
2. Solicits, accepts or seeks a gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction which is or may be the subject of official action by the City.

3. Participates in his or her capacity as a City employee in the issuing of a purchase order or contract in which he or she has a private pecuniary interest, directly or indirectly, or performs in regard to such contract some function requiring the exercise of discretion on behalf of the City.
4. Engages in, accepts employment from, or renders services for private interest for any compensation or consideration having monetary value when such employment or service is incompatible with the proper discharge of official duties or would tend to impair independence of judgment or action in performance of official duties, or give the appearance of the above. An employee should not make a unilateral decision if there is any doubt about his or her private employment. The City Administrator should be consulted.
5. Except for courtesies and as noted below, no employee shall, directly or indirectly, give or receive, or agree to receive any compensation, gift, reward, commission or gratuity for any source except the City for any matter directly connected with or related to the official service as an employee of the City.
6. Has a financial interest or personal interest in any legislation coming before the Governing Body and participates in discussion with, or gives an official opinion to, the Governing Body unless the employee discloses on the record of the Governing Body the nature and extent of such interest.
7. Use of Public Property: No employee of the City shall request, use or permit the use of City-owned vehicles, equipment, materials or other property for unauthorized personal convenience, for profit, for private use, or as a part of secondary employment. Use of such City property is to be restricted to such services as are available to the City generally and for the conduct of official city business.
8. Political Activities: No City employee may use City time or property in any manner to promote any political activity, issue or candidate, or to solicit funds for any political purpose or to influence the outcome of any election.

Recognizing that personal friendships often precede and can evolve from official contact between employees and persons engaged in business with the City, reasonable exceptions to this section are permitted for those occasions that are social in nature and are not predicated on the employee's ability to influence, directly or indirectly, any matter before the City.

Employees will be guided in interpretation of this section by the distinction between a gift, gratuity or favor given or received that has significant monetary value and is offered or accepted in expectation of preferential treatment, and an expression of courtesy. Examples of acceptable courtesies, include: a meal or social event, exchanges of floral offerings or gifts of food to commemorate events such as illness, death, birth, holidays or promotions; a sample or promotional gift of nominal value of \$25.00 (twenty-five) dollars or less.

Any employee who is found to be in violation of this policy may be subject to disciplinary action up to and including discharge from employment. Depending upon the seriousness of the action, other appropriate civil or criminal sanctions may also be pursued

J-7 VISITORS IN THE WORK PLACE

To provide for the safety and security of visitors, employees and the facilities of the City, only authorized visitors are permitted inside the workplace. Restricting unauthorized visitors assists the City with maintaining safety standards, protects against theft, assures security of equipment, helps secure confidential information, preserves employee welfare and avoids potential disruptions and intrusions.

Typically, visitors should enter City premises at the main lobby of each respective facility. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of visitors.

If an unauthorized individual is observed on City Premises, employees should immediately notify their Supervisor or, if necessary, direct the individual to the lobby.

J-8 DRUG AND ALCOHOL POLICY

Any location in which the City of Altamont conducts business, whether on or off City property, is declared a drug free work place. Employees are prohibited from unlawfully possessing, distributing, manufacturing or dispensing controlled substances in the workplace. Included are all City facilities, vehicles, equipment, or work sites. Any employee or employees violating this policy may be terminated on the first offense.

The use of alcohol or drugs by City employees in City facilities, vehicles, equipment or work sites is prohibited. Where there is a reasonable suspicion an employee is under the influence of alcohol or drugs, the employee will immediately be required to undergo alcohol and/or drug testing to determine if the employee is under the influence of drugs or alcohol while involved in City work or at a City work place or job site. Employee refusal to participate in such testing will be subject to disciplinary action, including termination.

The City reserves the right to offer employees convicted of violating a criminal drug statute outside of the workplace participation in an approved rehabilitation or drug abuse assistance program as an alternative to termination. If such an offer is accepted by the employee, the employee must satisfactorily participate in the program as a condition of continued employment.

J-9 HARASSMENT POLICY

Policy Overview

It is the policy of the City of Altamont to maintain a work environment free of intimidation, insult and harassment based on race, religion, gender, age, national origin, ancestry, sexual orientation, or disability. The City is also opposed to any vendor, client or customer harassing any employee on any such basis. To assure this policy is adhered to, the City will not tolerate the harassment of any of its employees, and will take timely and appropriate action when such behavior should occur.

Harassment Defined

Harassment is a form of discrimination and is an unlawful employment practice under Title VII of the 1964 Civil Rights Act and is the City policy. Such discrimination is illegal and violates City policy when it is used to make employment decisions such as hiring, termination, wages, promotion or job assignment; when it interferes with the employee's work performance; or when it creates an intimidating, hostile, offensive work environment.

Sexual Harassment Defined

1. Sexual harassment is the threat or insinuation by one employee or group of employees, either explicitly or implicitly, that his or her refusal to submit to sexual advances will adversely affect his or her employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career.
2. The subjecting of an employee, by another employee or non-employee, to unsolicited and unwelcome sexual overtures or conduct, either verbal or physical, so as to create an intimidating, hostile, or offensive working environment.

Policy

1. No employee or non-employee may harass an employee of the City.
2. Any employee who believes that he or she is the victim of harassment shall immediately report the incident(s) to any level of supervision.
3. All complaints involving claims of harassment shall be promptly and confidentially investigated to the greatest extent possible. The employee making the complaint shall be advised of the results of the investigation.
4. Any employee found to have engaged in the harassment of another employee will be disciplined, up to and including termination.
5. Any non-employee or vendor that is found to have engaged in the harassment of an employee will be sanctioned appropriately.
6. Employees have the right to make a claim of harassment without fear of retaliation from Supervisors or co-workers.

Complaint Procedure

Any employee who feels he or she is being subjected to harassment should immediately contact one of the persons listed below with whom the employee feels most comfortable. Complaints may be made verbally or in writing to the employee's immediate Supervisor, the employee's Department Head, the City Administrator, or to the Mayor (if the accused harasser is the City Administrator). The employee should be prepared to provide the following information:

1. Employee's name, department and position title.
2. The name of the person(s) committing the harassment.
3. The date(s), place(s), and approximate time(s) of the harassment.

4. The specific nature of the harassment, how long it has gone on, and any employment action (demotion, failure to promote, dismissal, refusal to hire, transfer, etc.) taken against the employee as the result of the harassment, or any threats made to the employee as the result of the harassment.
5. Witnesses to the harassment, if any.
6. Whether the employee has previously reported such harassment and, if so, when and to whom.

After receiving a harassment complaint, the recipient of the complaint shall assist the complainant with documenting the incident in writing and the complainant shall affix his or her signature attesting to the accuracy and truthfulness of the complaint. All information disclosed in the complaint procedure will be held in strictest confidence and will only be disclosed on a need to know basis in order to investigate and resolve the matter.

Review of the Harassment Complaint

It shall be the responsibility of the City Administrator to coordinate the investigation and review the harassment complaints. The City Administrator may delegate the investigation to the appropriate City employee. If the City Administrator is the subject of the complaint, the Mayor shall coordinate the investigation of the complaint. The following procedure shall apply to the receipt, review and handling of such complaints.

1. The person to whom the complaint is made shall immediately inform their Supervisor, and he or she shall immediately present it to the City Administrator.
2. An investigation into the alleged incident shall be promptly started.
3. The investigator shall document and keep appropriate records of the investigation.
4. The investigator shall notify the employee accused of the harassment as promptly as possible of the complaint and the severity of the allegations. (Immediate notification is not necessary if such notification would jeopardize the investigation.)
5. The employee accused of the harassment shall be given reasonable opportunity to respond to the allegation and to present information and/or witnesses on his or her behalf.
6. Based upon the investigation report, the City Administrator shall determine whether the conduct of the person against whom a complaint of harassment has been made constitutes harassment. In making that determination, the City Administrator shall look at the record as a whole and at the totality of circumstances, including the nature of the conduct in question, the context in which the conduct, if any, occurred.
7. If the City Administrator determines that the complaint of harassment is founded, immediate and appropriate action against the person guilty of harassment shall be taken.
8. When the guilty party is a city employee, the action shall be consistent with the nature and severity of the offense, whether a Supervisory relationship exists, and any other factor the City Administrator believes relates to fair and efficient administration of the City. These include the effect of the offense on employee morale, public perception of the offense, and the light in which it cast the City. The action may include a warning, demotion, suspension or termination. A determination of the level of action will be made on a case-by-case basis.
9. If it is determined that the complaint of harassment is unfounded, the accused party will be notified of the determination and no action is warranted.
10. If the City Administrator determines after reviewing the investigation report the complaint was intentionally falsified by the employee filing the complaint, the City Administrator shall take immediate and appropriate disciplinary action against said employee.
11. When the guilty party is an outside vendor or private citizen, the City shall sanction the person or organization. This can include a warning, refusal of the City to do further business with the offender, or legal/criminal action taken against the offender.
12. Following completion of the investigation, the City Administrator shall notify the complainant and the accused as to the outcome of the investigation. The notification shall be in writing and a copy filed in the personnel's folder. The notification shall specify that the complaint was sustained, not sustained or unfounded.

Records of a Harassment Complaint

All records, except those affected by the Kansas Open Records Act, concerning a harassment complaint shall be confidential and kept in a separate locked file. Access shall be granted only with the City Administrator's approval, with the advice of legal counsel, to parties who have a direct and relevant need to know. The offender or victim

may have legal/criminal recourse and can seek appropriate advice. Nothing in this policy shall preclude the claimant from contacting one or both of the following:

Kansas Human Rights Commission
900 SW Jackson, Suite 851-South
Topeka KS 66612-1258
(785) 296-3206

Federal Equal Employment Opportunity Commission
400 State Ave.
Kansas City KS 66101
(800) 669-4000

J-10 WORKPLACE VIOLENCE

The City, as employer, will not tolerate any acts of violence to persons or property. All acts of violence are treated seriously. Any act will be dealt with promptly and appropriately using administrative, managerial, legal, disciplinary and law enforcement actions if necessary to minimize risk to employees, customers and property. Threats include, but are not limited to, threats made by telephone, electronic devices, conventional mail or any other communication medium.

Persons committing any threat or acts of violence toward City employees or City property should be handled through law enforcement and the criminal justice system.

J-11 WHISTLEBLOWER POLICY

Application. This whistleblower protection policy applies to all City employees, volunteers, and other individuals providing contract services.

Reporting Credible Information. A protected person shall be encouraged to report information relating to illegal practices or violations of policies of the City. That such person in good faith has reasonable cause to believe is credible. Information shall be reported to any of the following: any Department Head, the City Administrator or any Governing Body Member. When deciding who to report the concern to, individuals should start with their direct supervisor unless the concern involves someone in the individual's chain of command. If the concern involves someone in the individual's chain of command, the concerns should be reported to the next level of command the individual deems appropriate. Anyone reporting a violation must act in good faith and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. Individuals reporting false information are subject to disciplinary actions up to termination. Anyone reporting a violation must act in good faith and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. Individuals reporting false information are subject to disciplinary actions up to termination.

Investigating Information. The City Administrator shall promptly investigate each such report and prepare a report for the City Attorney. If the City Administrator, or any member of the governing body is the subject of the complaint, the City shall hire an independent third-party investigator to investigate the complaint. The third-party investigator shall provide the report to the City Attorney who shall review the report and discuss it with necessary parties.

Confidentiality. The organization encourages anyone reporting a violation to identify himself or herself when making a report in order to facilitate the investigation of the violation. All information disclosed in the complaint procedure will be held in strictest confidence and will be disclosed only on a need-to-know basis in order to investigate and resolve the matter.

Protection from Retaliation. No person entitled to protection shall be subjected to retaliation, intimidation, harassment, or other adverse action for reporting information in accordance with this policy. Any person entitled to protection who believes that he or she is the subject of any form of retaliation for such participation should immediately report the same as a violation of and in accordance with this policy. Any individual within the City who retaliates against another individual who has reported a violation in good faith or who, in good faith, has cooperated in the investigation of a violation is subject to discipline, including termination of employment or volunteer status.

J-12 TELECOMMUNICATIONS POLICY

The City's e-mail, computer, internet, and voicemail systems are City property. These systems are in place to facilitate the employee's ability to do his/her job efficiently and productively. To that end, these systems are solely for City purposes, and abuse of these systems for personal use is prohibited. The City may intercept, monitor, copy, review, and download any communications or files employees create or maintain on the systems. When using the internet, exercise discretion. Sending materials of a sensitive nature or materials constituting "confidential information" is prohibited unless the information is properly encrypted to prevent interception by third parties. Employees have no expectation of privacy while accessing social media at work or on City-owned equipment.

Employee communications and use of City e-mail, computer, internet, and voicemail systems will be held to the same standard as all other business communications, including compliance with anti-discrimination and anti-harassment policies. It is expected that employees will use good judgment in the use of the City's system. Management should be notified of unsolicited, offensive materials received by any employee on any of these systems.

Any City business performed on an employee's personal device is subject to the Kansas Open Records Act. If the information requested is on an employee's personal device, the employee agrees to participate in fulfilling the records request. If the employee refuses to provide the requested data, the employee may be subject to discipline up to and including termination.

J-13 SOCIAL MEDIA POLICY

Purpose. The City of Altamont emphasizes excellent customer service, valuing the roles individuals play within the organization as well as creating an external sense of community, and measuring its performance against public expectations. As technology evolves, the City has expanded the scope of its communications plan to include social networking and other technologies in order to reach a broader audience. The City encourages the use of social media to enhance customer's capacity to learn and to enhance communication. This policy provides guidance for the public relations of City Social Media pages and for employee use of social media, which should be broadly understood for purposes of this policy to include blogs, photo and video sharing, wikis, microblogs, podcasts, message boards, chatrooms, electronic newsletter, online forums, social networking sites, mashups, virtual worlds and other sites and services that permit users to share information with others in a contemporaneous manner. It is extremely important that the City of Altamont take a measured, strategic approach to the implementation of social media to avoid potentially damaging consequences such as the presence of out-of-date information, the failure to provide appropriate information to citizens who have requested it, or the misrepresentation of the City of Altamont's policies, services, or values.

The City Administrator shall approve what social media outlets may be suitable for use by the City and its departments. All departments requesting a presence on an approved social media site must submit a written request to the City Administrator. Once approved, the Department Head will meet with the City Clerk to establish the social media account. The City Clerk must be added as an Administrator and/or have the username and password covering each site. This allows access for all Department Heads to examine all City pages if necessary.

Policy for Public Relations on City Pages

1. All official City appearances on social media sites or services are considered an extension of the City's information networks and are governed by the Telecommunications Policy (J-11) contained in the City of Altamont Employee Handbook.
2. Departments that use social media are responsible for complying with applicable federal, state, and local laws, regulations and policies. This includes adherence to established laws and policies regarding copyright, records retention, Freedom of Information Act (FOIA), the Kansas Open Meetings Act, the First Amendment, HIPAA, privacy laws, and information security policies established by the City of Altamont.
3. Whenever possible, links to more information should direct users back to the City's official website for more information, forms, documents or online services necessary to conduct business with the City.
4. Employees representing the City via social media outlets must conduct themselves at all times as representatives of the City. Employees that fail to conduct themselves in an appropriate manner shall be subject to the disciplinary procedures outlined in the City of Altamont Employee Handbook and the Telecommunications Policy.

5. Employees shall have no expectation of privacy when using social media sites. With that, employees are not to publish, post or release any information that is considered confidential or not public. This includes both city sites and personal sites. City employees should remember that even on personal accounts, they are considered a representative of the City of Altamont.
6. The City will monitor content on each department's social media sites to ensure adherence and compliance with the Social Media Policy for use, messages, and branding consistent with the goals of the City.
7. Each site that represents and/or contains City of Altamont material, department information, attraction information, etc. shall remain Altamont property even if the employee who developed it is no longer an employee. That employee will be removed from the site on the day of termination or before if necessary.
8. Violations of these standards may result in the removal of department pages and/or personal administrative rights from social media outlets. Social media networks, blogs and other types of on line content sometimes generate press and media attention or legal questions. Employees should refer these inquiries to both Supervisor and City Clerk for documentation purposes.
9. If and when an employee uses Social Media to communicate on behalf of the City of Altamont, it will be considered time worked and should be done during regular work hours. If employees encounter a situation while using social media that threatens to become antagonistic, employees should disengage from the dialogue in a polite manner and seek the advice of a supervisor.
10. Employees who are authorized to use social media to promote the City must also fulfill all other duties identified in their job descriptions and should see to it that they are not spending time on personal social media sites while performing the duties of their job related to social media use for the City.
11. If a social media account is created and represents a Department or area of the City, City Clerk must be named an Administrator on the account or proper reports should be made to social media outlets by City Clerk to keep control and manage city information.

Policy for Employees Participating in Social Networking

1. Whether participating on behalf of the City or personally, you should follow the same standards of behavior "online" as you would if "in person" and should be mindful of how your online activities reflect upon you and your position with the City and City organization.
2. You are solely responsible for what you post online. You should consider the risks and rewards, as more and more court cases are appearing due to slander, misrepresentation and copyright infringement.
3. Keep in mind that if any of your conduct adversely affects your job performance, the performance of fellow employees or otherwise adversely affects members, customer's suppliers, people who work on behalf of the City or those who have legitimate business interests, may result in disciplinary action up to and including termination.
4. Do not create a link from your blog, website, or other social networking site to the City website without identifying yourself as a City Employee.
5. The same principles and guidelines found in the City policies and the below three basic beliefs apply to your activities online.

Basic Beliefs for Social Media Use:

1. Know and Follow the Rules: carefully read these guidelines, the City's Ethics Policy, The City's Disciplinary Action, the City's Workplace Conducts Statement, and the City's Sexual Harassment policy. Ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.
2. Be Respectful: always be fair and courteous to fellow employees, customers or the public, members, suppliers or people who work on behalf of the City. Also, keep in mind that you are more likely to resolve work related complaints by speaking directly with your co-workers or by speaking directly with management rather than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, information, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, members, employees or suppliers, or that might constitute harassment or bullying.
Examples of such conduct might include offensive posts meant to intentionally harm one's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or company policy.

3. Be Honest and Accurate: make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the City, fellow employees, members, the public, customers, suppliers, and/or people working on behalf of the City or competitors.

Post Only Appropriate Content

Must make it clear that any personal opinions expressed are yours in your individual capacity, not as representatives of the City or otherwise on the City's behalf;

1. If you do publish a post online related to the City, it is best to include a disclaimer such as *"The postings on this site are my own and do not necessarily reflect the views of the City."* It should be noted however that a disclaimer will not prevent an employee from being disciplined if their communication has the effect of violating any City policy.
2. Must not identify other persons, fellow employees, organizations, taxpayers, customers, suppliers or vendors of the City or disclose their personal contact information;
3. Employees who are not otherwise authorized by appropriate City Administration, must never report to be speaking on behalf of the City, or represent their opinions or statements as the policy or view of the City, or that of any City employee in his/her capacity as a representative of the City;
4. Should never provide references for City employees or former employees on social or professional networking sites, as such references, positive and negative, could be attributed to the City and could create legal liability for both the employee, and the City;
5. While the City of Altamont encourages its employees to enjoy and make good use of their off-duty time, City employees may be subject to discipline if their activities have the effect of disrupting the functioning or efficiency of the workplace. Activities which are considered disruptive include, but are not limited to: harassing, demeaning, or creating a hostile working environment for any other employee; disrupting the smooth and orderly flow of work within the City; disrupting working relationships, or any action that detrimentally affects the reputation of the City.
6. As an employee of the City, you can be judged by your actions in person and online, please remember that even if your comments don't violate this policy, if they violate other policies, proper disciplines may be necessary.
7. Remember that violations of this policy may result in disciplinary action, up to and including immediate termination.

J-14 CITY VEHICLE POLICY

Policy Overview

City Vehicles are the property of the City of Altamont and shall be operated solely for the use of the City.

Authority to Use and Licensing Requirements

Only persons employed by the City are authorized to operate any vehicle owned by the City, and only when authorized by a Department Head or the City Administrator. Any employee operating a City vehicle shall have a valid standard Kansas driver's license or a valid Kansas Commercial Driver's License (CDL). Periodic license checks will be made by the City to ensure all City employees operating City Vehicles possess valid driver's licenses.

Personal Use of City Vehicles

No person is permitted to use a City Vehicle for personal use. City vehicles are assigned to specific City Departments and not to be used for personal errands, personal transportation, or non-city purposes.

Persons who are not employed by the City of Altamont are prohibited from riding in City vehicles unless prior approval has been obtained by either their Department Head or the City Administrator. Employees driving a City vehicle may not pick up hitchhikers at any time.

Tobacco/ Nicotine Products

Please refer to the policy in Section J-4.

Taking Vehicles Home

Emergency personnel may be required to take vehicles home, depending on the requirements of their position. Determination of the requirement to drive a vehicle to and from an employee's work site shall be made by the City Administrator. Any city vehicle driven home by an employee shall not be used for personal use and may be subject to IRS regulations governing taxes and benefits.

Driver Safety Requirements

Employees shall act in a safe and reasonable manner while operating a City vehicle. The following is a list of basic rules to be aware of to avoid accidents or injuries:

1. Do not operate a vehicle while under the influence of alcohol or drugs (see City drug and alcohol policy).
2. Immediately report all accidents and traffic citations to a Department Head and the City Clerk. Do not leave the scene of an accident.
3. Wear a seat belt at all times when the vehicle is in motion. (It is required by law.)
4. Operate the vehicle in accordance with State and local laws.
5. Park the vehicle in a safe, authorized location. Lock doors, remove valuables.
6. DO NOT use cellular phones or other wireless electronic devices in a City vehicle when the vehicle is in motion. This does not apply to devices permanently affixed to the vehicle such as global positioning systems (GPS) or other navigation systems, or communication systems used by emergency or law enforcement services.

Accidents

Employees involved in an accident while operating City vehicles or equipment, or their personal vehicles or equipment while on City business, shall immediately notify their Department Head. The Department Head shall notify the appropriate law enforcement agency if required, and the City Clerk's office. The employee will be scheduled for a mandatory drug screening as soon as possible. See Human Resources to schedule an appointment.

Traffic and Parking Infractions

Employees are responsible for any and all traffic and parking infractions incurred while operating a City vehicle. The City will not reimburse employees for any monetary fines resulting from traffic and parking violations. Employees receiving traffic or parking infractions while operating a City vehicle may be subject to disciplinary action up to and including termination.

J-15 CELL PHONES

City-Issued Cell Phones/Electronic Device

Department Heads are responsible for determining who will be issued a City cellphone/electronic device (device). Employees carrying a City provided device should have no expectation of privacy and all information on the City issued device is property of the City of Altamont. Non-exempt employees carrying a City issued device must record the time worked while answering work related calls outside of their normal shift.

The City may decide to offer designated employees a monthly stipend in lieu of issuing a City device. Employees who are allowed to use their own phone and receive the stipend payment acknowledges the fact that their private number will be made public as it relates to their position with the City. The amount will be based on the current cost of a plan on a City-issued cell phone. The stipend will be paid on the first pay period following a previous month's use. Employees starting work on or after the 16th of the month will not be paid a stipend for their first month.

Texting/emailing while driving is strictly prohibited by any City employee when performing any work for or on behalf of the City of Altamont.

The City Administrator is in charge of overseeing City issued devices.

Any City business performed on an employee's personal device is subject to the Kansas Open Records Act. If the information requested is on an employee's personal device, the employee agrees to participate in fulfilling the record's request. If the employee refuses to provide the requested data, the employee may be subject to discipline up to and including termination.

Use of Personal Cell Phones

It is understood that personal cell phones can be used while at work, but such use should be kept to a minimum. Calls on either personal cell phones or city phones shall be handled in such a manner so that they do not interfere with assigned job duties and calls will be handled so that employee safety is not jeopardized at any time. Employees are not permitted to use a cell phone while operating a City Vehicle.

So that the City can communicate with employee's in the event of an emergency, all City employees are required to provide a cell phone number to be included with the City's emergency notification system.

J-16 GUNS OR OTHER WEAPONS

City employees and officials, who are not otherwise prohibited by state or federal law, may carry a concealed handgun, consistent with the Personal and Family Protection Act, as amended, into City buildings, where the carrying of a concealed handgun is allowed under the provisions of state law.

1. Any employee carrying a concealed handgun within a City building pursuant to the provisions of state law must keep the handgun completely concealed, in a proper holster or similar product, with all safety features in place.
2. Storage of Concealed/Carry Firearms: It is the sole responsibility of the employee to maintain firearm and ammunition by ensuring that such firearm is on his/her person and attended at all times.
3. No handgun shall be left unattended or stored in any city facility or building.
4. Employees are also permitted, while on City owned property, to store a firearm within their own vehicle provided that such storage is outside of plain view from the exterior of the vehicle and that the vehicle is locked when the employee is not in the vehicle.
5. Any employee who stores a concealed firearm in a vehicle owned by the City, during the course of employment must store the firearm in a locked case and place the case out of plain view from the exterior of the vehicle expense. The City shall not be responsible for the theft, damage or other loss of a firearm and/or locked case left in a City owned vehicle.
6. With the exception of certified law enforcement officers carrying a weapon in the course of their duties, if an employee chooses to exercise his/her statutory right to concealed carry, the City will not be responsible for any attorney fees resulting from the employee's use of his/her weapon. If the employee chooses to carry a concealed firearm, the firearm must remain on his/her person at all times. Any interruption in the employee's work due to his/her decision to concealed carry may result in disciplinary action up to and including termination. The City expects the employee to comply with all lawful requests from private property owners regarding his or her firearm. Any injury resulting from the concealed carrying of a firearm is considered outside the employee's course and scope of employment and will not be covered by workers compensation.

In the event a City employee or official discharges a firearm while on duty, the Altamont Police Department shall investigate the discharge and file a report of the investigation with the Department Head of the City department employing the employee. Based on such report, the Department Head will determine whether it constitutes grounds for disciplinary action, up to and including termination, subject to the procedures outlined in this handbook. The discharge of a firearm while on duty may also result in criminal charges. The City will not cover any attorney's fees or other costs related to any discharge of an employee's personal weapon.

Section K. Conduct and Discipline

K-1 STANDARDS OF CONDUCT AND DISCIPLINE

The City of Altamont provides a wide range of critical services to the community. Individuals and businesses are dependent on the quality of those programs and services. All employees are expected to provide excellent and reliable service to the public. Failure to meet a high standard of public service is a cause for concern, discipline, or possible discharge from employment.

The City of Altamont generally adheres to the concept of progressive discipline. This means the City will take appropriate action based on the seriousness of the situation and the circumstances. Discipline, less than termination, may take the form of a verbal or written warning, a performance appraisal indicating substandard performance in one or more areas, assignment to a probationary status, or suspension. The options that are chosen, or whether any of them are used prior to termination, depends on the seriousness of the infraction. The evaluation of the seriousness of the offense will be made solely by management.

There are certain kinds of conduct that cannot be permitted to occur because of their impact on citizens, customers, suppliers, or co-workers. Such offenses may result in termination of employment on the first occurrence.

There are certain other actions that should not occur, but normally it is either the repeated occurrence of the action or commission of more than one offense that results in termination of employment. For such action, an employee normally will receive some lesser discipline prior to termination.

K-2 RIGHT TO SEARCH

In pursuit of matters of conduct and discipline, the City of Altamont has the right to inspect and search any City property at any time, including but not limited to, electronic equipment (such as computers, telephones, cell phones, recording equipment), lockers, desks, vehicles, clothing or any other City owned property that may be assigned or used by a City employee. Padlocks or combination locks may be cut at no cost to the City during an authorized search. A search can only be done at the direction of the City Administrator or his or her designee.

K-3 AUTHORITY TO DISCIPLINE

Authority is delegated by the City Administrator to Department Heads and supervisors to discipline personnel in their departments for the violation of City personnel rules and department regulations. The City has a progressive discipline policy but recognizes that this is not always possible and each situation that may need disciplinary action depends upon its own factual evidence. Certain serious infractions or misconduct may justify skipping one or more steps, including moving to immediate termination. If steps are to be skipped, there will be consultation with the City Administrator first. Supervisors and Department Heads shall exercise good judgment and discretion in taking or recommending disciplinary action. They shall work to ensure that the extent of the penalty is not unreasonable or excessive in relationship to the seriousness of the violation or circumstances for which the employee is being disciplined.

The purpose of discipline is to ensure high standards of performance and efficiency, to maintain good working relationships among employees, and to provide the citizens of the City with the highest possible level of courteous and professional public service. It is the duty of employees to make a conscientious effort to work and behave in accordance with the values, service standards, policies, and guidelines of the City and the department in which they work. Each employee is expected to be self-disciplined and to work hard at being the best at what he or she does and in helping the City provide a high level of public service. When an employee does not exercise adequate self-discipline or is not successful in meeting the requirements of their job, it may be necessary for his Department Head or supervisor to consider disciplinary action to correct the problem.

Types of behavior and conduct that are subject to discipline include, but are not limited to, the following:

- Falsifying, fraudulently altering, or without authorization destroying employment or other City records or documents.
- Violating the City's non-discrimination and/or non-harassment policies.
- Excessive absenteeism or tardiness.
- Excessive, unnecessary or unauthorized use of City supplies, particularly for personal purposes.

- Reporting to work intoxicated or under the influence of non-prescribed drugs, and illegal manufacture, possession, use, sale, distribution or transportation of drugs.
- Bringing or using alcoholic beverages on City property, in City vehicles or while engaged in City business.
- Fighting or using obscene, abusive, or threatening language or gestures.
- Theft of, or damage to, property of co-workers, citizens or the City.
- Unauthorized possession of weapons on duty, on City premises, in City vehicles, or while on City business.
- Disregarding safety or security regulations.
- Insubordination.
- Commission of a crime.
- Violation of any state, federal, or regulatory statute, code or regulation.
- Violation of any provisions of this Handbook, or any other rule, regulation, policy or procedure of the City or its departments.
- On or off-duty conduct unbecoming an employee/officer of the City.
- Incompetent, inefficient, substandard, or poor job performance.
- Engaging in acts of sexual harassment or other types of harassment.
- Taking or accepting, or attempting to take or accept, for personal use, profit or gain, from any person or entity, any fee, tip, gift, reward, gratuity, or other thing in the course of work or in connection with it.
- Inducing or attempting to induce, or causing or attempting to cause, a City officer or employee to commit an unlawful or unethical act, or to act in violation of any City or departmental policy, procedure, regulation, rule or order.
- Engaging in outside business activities or part-time employment on City time, or using City property or resources for such activity.
- Engaging in fighting, throwing things, horseplay, practical jokes, or other disorderly conduct which may endanger any employee, person or property on City premises or while on City business.
- Engaging in acts of dishonesty, deceit, fraud, theft or sabotage.
- Threatening, intimidating, assaulting, battering, abusing, or coercing, employees or others or interfering with other employees' performance.
- Involvement in other circumstances the City determines, at and within its sole discretion, warrants corrective or disciplinary action.
- Claiming leave time under false pretenses.
- Position abandonment, sleeping on the job or other theft of company time.

Again, this list is intended only to be representative of the types of activities which may result in disciplinary action. It is not intended to be comprehensive and does not alter the employment-at-will relationship between the employee and the City.

K-4 TYPES OF DISCIPLINARY ACTION

The following types of disciplinary actions are recognized by the Governing Body, although there is no obligation to follow them in this particular order:

1. **Counseling/Coaching.** Counseling is an opportunity to visit with the employee regarding concerns and to clarify any expectations that need to be met.
2. **Verbal Warning.** A verbal warning is an oral reprimand given to an employee by his/her supervisor or Department Head. A written record of the verbal warning shall be placed in the employee's file. The employee is also entitled to a copy.
3. **Written Warning.** A written warning is a written censure to an employee by his/her supervisor or Department Head. A written warning shall state all pertinent information related to reasons for the reprimand, corrective action to be taken by all parties involved, and future consequences of repeating the action. A copy of the warning shall be placed in the employee's file. The employee is also entitled to a copy.
4. **Administrative Leave.** Administrative Leave is a temporary removal from the work environment of a employee or a Department Head, with or without pay, following an allegation of misconduct, or other similar circumstance, that requires an investigation and review of the related facts.
5. **Probation.** Probation is a trial period of a specific length of time during which an employee is required to fulfill a set of conditions, or to improve work performance, or to improve on-the-job behavior. Failure to meet probationary requirements may result in further disciplinary action.

6. **Salary Reduction.** A salary reduction is the lowering of an employee's rate of pay within the pay range to which the employee's position is assigned.
7. **Denial or Delay of Step Increase.** A supervisor or Department Head may deny or delay a step increase to an employee as part of their disciplinary action.
8. **Demotion.** A demotion is the placement of an employee into a position of a lower pay range.
9. **Suspension.** A suspension is the removal of an employee from service, without pay, for a specified period of time. In the case of both suspension and demotion, an employee shall be given notice in writing stating the date of occurrence, cause, length of time, and other pertinent information. A suspension without pay shall not exceed ten (10) business days for any given offense except an employee charged with a criminal offense not related to his/her job. In this case, the employee may be suspended without pay pending a full investigation. Following such investigation, the employee may be reinstated with the approval of the City Administrator. Suspensions, except those in lieu of termination, will not end until the hearing process, if any, has reached a definitive conclusion.
10. **Termination.** Termination is the removal of an employee from City employment. An employee being involuntarily terminated shall be given written notice of the reason for discharge from employment.

The disciplinary actions described below are included only to provide examples of the types of disciplinary actions the City and/or its Department Heads or Supervisors may utilize, and do not imply, nor create a "progressive discipline" policy.

K-5 SUPERVISION OF EMPLOYEES

Responsibility of Department Heads

Department Heads shall be directly responsible to the City Administrator for the supervision and administration in accordance with these Policies and Procedures, of all personnel within their respective departments.

Scope of Responsibility

Department Heads and Supervisors, as the case may be, shall be responsible for:

1. Administration of these Policies and Procedures.
2. Adequate observation, orientation and on-the-job training of employees.
3. Continuing review and evaluation of employee's job performance.
4. Adequate job performance by employees and the initiation of corrective and disciplinary actions when required in connection with these Policies and Procedures.
5. Maintaining employee morale and providing a work environment conducive to employees' welfare and safety.

K-6 EMPLOYEE DISCIPLINE

The Governing Body authorizes the types of discipline listed below. The form of discipline is determined on a case-by-case basis and depends entirely upon the facts and circumstances of each situation. The City is not obligated to use increasing severe means of discipline with individual employees, but is free, at and within its sole discretion, to impose the discipline it deems necessary.

The Governing Body authorizes the City Administrator or Department Head to conduct the types of discipline listed below:

1. **Counseling/Coaching.** Counseling is an opportunity to visit with the employee regarding concerns and to clarify any expectations that need to be met.
2. **Verbal Warning.** A verbal warning is an oral reprimand given to an employee by his/her supervisor or Department Head. A written record of the verbal warning shall be placed in the employee's file. The employee is also entitled to a copy.
3. **Written Warning.** A written warning is a written censure to an employee by his/her supervisor or Department Head. A written warning shall state all pertinent information related to reasons for the reprimand, corrective action to be taken by all parties involved, and future consequences of repeating the action. A copy of the warning shall be placed in the employee's file. The employee is also entitled to a copy.
4. **Administrative Leave.** Administrative Leave is a temporary removal from the work environment of a employee or a Department Head, with or without pay, following an allegation of misconduct, or other similar circumstance, that requires an investigation and review of the related facts.

The Governing Body authorizes the City Administrator to conduct the types of discipline listed below:

1. **Probation.** Probation is a trial period of a specific length of time during which an employee is required to fulfill a set of conditions, or to improve work performance, or to improve on-the-job behavior. Failure to meet probationary requirements may result in further disciplinary action.
2. **Salary Reduction.** A salary reduction is the lowering of an employee's rate of pay within the pay range to which the employee's position is assigned.
3. **Denial or Delay of Step Increase.** A supervisor or Department Head may deny or delay a step increase to an employee as part of their disciplinary action.
4. **Demotion.** A demotion is the placement of an employee into a position of a lower pay range.
5. **Suspension.** A suspension is the removal of an employee from service, without pay, for a specified period of time. In the case of both suspension and demotion, an employee shall be given notice in writing stating the date of occurrence, cause, length of time, and other pertinent information. A suspension without pay shall not exceed ten (10) business days for any given offense except an employee charged with a criminal offense not related to his/her job. In this case, the employee may be suspended without pay pending a full investigation. Following such investigation, the employee may be reinstated with the approval of the City Administrator. Suspensions, except those in lieu of termination, will not end until the hearing process, if any, has reached a definitive conclusion.
6. **Termination.** Termination is the removal of an employee from City employment. An employee being involuntarily terminated shall be given written notice of the reason for discharge from employment.

The Governing Body reserves the right to conduct the types of discipline listed below:

1. **Administrative Leave.** Administrative Leave is a temporary removal from the work environment of a employee or a Department Head, with or without pay, following an allegation of misconduct, or other similar circumstance, that requires an investigation and review of the related facts.
2. **Termination.** Termination is the removal of an employee from City employment. An employee being involuntarily terminated shall be given written notice of the reason for discharge from employment.

K-7 SEPARATION FROM EMPLOYMENT

This section addresses the various ways the employment relationship may end.

1. **Job Abandonment.** Employees who are absent without notice from work for three consecutive days shall be deemed to have abandoned their positions, shall be dropped from the City's payroll and shall be considered automatically discharged from their employment.
2. **Resignation.** Employees who voluntarily resign in non-disciplinary contexts, and who give two-week's notice of such resignation, have resigned in good standing and may be considered for future re-hire. The City may, at and within its sole discretion, waive the two-week notice.
3. **Retirement.** Employees are deemed to have retired from City employment when they voluntarily resign and are eligible to receive retirement benefits pursuant to the Kansas Public Employees Retirement System (KPERS).
4. **Termination.** Discharge from employment is involuntary termination of the employee's employment relationship with the City. In other words, it is the decision, at and within the City's sole discretion, to terminate the relationship. Discharges are not considered separations in "good standing".

Employees who separate employment for any reason shall immediately return all City property, including documents, uniforms, keys, and records to their Department Heads.

The City Administrator will attempt to conduct an exit interview with all terminating employees - either voluntary or involuntary - whenever possible.

K-8 RESIGNATION

Notice of Resignation

An employee may resign from the service of the City by notifying the Department Head, preferably giving at least (2) weeks' notice. The resignation notice shall be made in writing, stating the date it will become effective. A Department Head can accept the notice, or make a determination of the employee's final end date. A Department Head may consider as grounds for refusal to rehire an individual the fact that the individual did not give the required notice when he/she resigned from earlier employment with the City. All resignations will be forwarded to the City Administrator.

A Department Head may resign from the service of the City by notifying the City Administrator, preferably giving at least (30) thirty days' notice. The resignation notice shall be made in writing, state the date it will become effective. The City Administrator may consider as grounds for refusal to rehire an individual, the fact that the individual did not give the required notice when he/she resigned from earlier employment with the City.

Withdrawal of Resignation

A Department Head may approve the withdrawal of a resignation, prior to the effective date of such resignation provided that an appointment has not been made to fill the pending vacancy.

K-9 REDUCTION IN WORK FORCE

From time to time, it is necessary for the City to reduce its work force. The reduction in work force may come about due to the lack of work, lack of funds, a move to become more efficient, a shift in focus, or a move to save money. If properly qualified, employees may be offered other work and placed in another department of the City; however, this cannot be guaranteed.

In all cases of a reduction in work force, the employee shall be given two weeks' notice before being laid off. If the employee chooses to cease working immediately upon notice of this final two weeks, a final check will be issued for all accrued vacation leave, and applicable PTO on the next regular payroll. If the Department Head wishes to terminate the services of that employee immediately, they would need to get the approval of the City Administrator and then the employee would be paid for two weeks of severance pay.

If a reduction in work force is necessary, the vacant positions will not be filled until conditions necessitate these vacancies to be filled. Former employees that are qualified may be given an opportunity for re-employment as these positions become available.

K-10 PAY AT SEPARATION

Upon separation, an employee will receive his/her final paycheck. Any eligible accrued benefits will be paid with the final paycheck. It shall be the responsibility of the department head to collect city property the employee may have in their possession.

Any employee resigning or having been terminated before completing the probationary period shall have certain expenses deducted from their final check, including CDL license reimbursement, uniform costs, and actual cost of any testing taken upon accepting the offer of employment.

K-11 REINSTATEMENT OF BENEFITS

Benefits accrued from length of service are forfeited when an employee voluntarily leaves City employment. If an employee is re-employed at a later date, length of service rights begins to accrue from the date the employee is re-employed. Separation from service because of sickness does not affect accrued rights, if an employee returns to work when recuperated. If an employee is terminated due to a reduction in work force, and re-employed within one year, the employee's prior length of service will be restored. Employee leave for military service is addressed under Section G-9 of this policy.

Glossary of Terms

This Article contains terms of a general nature which apply to the entire document unless a chapter provides specific definitions unique to that chapter.

AT-WILL EMPLOYEMENT: Employment with the City is on an “at will” basis unless the individual is an elected or appointed official or unless the parties have entered into a signed written contract of employment for a definite duration and/or which requires cause to terminate, and which is signed by both parties. “At-will” employment means that the City may terminate the employment relationship or the employee may resign from employment at any time with or without cause or notice.

CHAIN OF COMMAND: A chain of command is an organizational structure that documents how each member of a company reports to one another.

CHILD (for FMLA): A biological, adopted, or foster child; a step-child, or legal ward, or a child who is or was cared for on a day-to-day basis and whose financial support is or was provided by the employee. This includes a child eighteen (18) years of age or older who is incapable of self-care because of a mental or physical disability. For purposes of “Qualifying Exigency” and Military Caregiver Leave under the Military Family Leave provisions of the FMLA, “son or daughter” may be of any age.

CITY: When capitalized, refers to the municipal organization of the City of Altamont, Kansas.

CITY ADMINISTRATOR: The person appointed by the Governing Body as the administrative head of the City under direction of the Governing Body.

COBRA: The Consolidated Omnibus Budget Reconciliation Act, which allows eligible employees to purchase health insurance coverage for a specified period of time following separation from the City.

COMMENTS: Includes without limitation, any content, information, articles, pictures, videos or any other form of communicative content posted through Social Media. May also be referred to as “Posts” or “Postings.”

a. Definitions of Work place violence include the following:

(1) Workplace Violence: Includes, but is not limited to, intimidation, threats, physical attacks or property damage.

(2) Threat: The expression of intent to cause physical or mental harm.

(3) Physical Attack: Unwanted or hostile physical contact such as, but not limited to hitting, fighting pushing, shoving, throwing objects, or threatening with a weapon of any type.

(4) Intimidation: Includes, but is not limited to, stalking or engaging in actions intended to frighten, coerce or induce duress.

(5) Property Damage: The intentional damage to property which includes property owned by the City, employees, citizens, visitors or vendors.

DEPARTMENT HEAD: The chief administrator and supervisor of a department, or the individual designated to act in place of the Department Head when the Department Head is absent.

DISCLOSURE (DISCLOSE, DISCLOSED): For information that is Protected Health Information (PHI), Disclosure means any release, transfer, provision of access to, or divulging in any other manner of Individually Identifiable Health Information to persons not employed by or working within the City on behalf of the Plan.

EMERGENCY: A sudden and unforeseen event that requires the unscheduled services of an employee to protect the health, safety, property, and welfare of the community. Includes fire, bomb threat, or other disaster (natural or man-made) which requires evacuation of a City building or facility or requires individuals to seek shelter within a City building.

EMPLOYEE ASSISTANCE PROGRAM (EAP): A counseling program that offers assessment, short-term counseling, and referral services to employees for a wide range of drug, alcohol, and mental health problems, and which monitors the progress of employees while in treatment.

EXEMPT POSITION: Positions that meet specific requirements are exempt from overtime pay requirements. These may include executive, administrative, or professional positions which meet specific Fair Labor Standards Act (FLSA) requirements and are positions compensated on an annual basis.

FULL-TIME EMPLOYEE: An employee who works an average of 80 hours per two-weeks on an annual basis.

GENDER: When the masculine pronoun is used in these policies, it also means the feminine.

GUEST: An individual who has business or employment interest in the City, and their guest.

HEALTH CARE PROVIDER: Physicians, nurse practitioners, nurse-midwives, clinical social workers and physician assistants who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law.

IMMEDIATE FAMILY: An employee's child, parent, sibling or corresponding in-law or step relation; spouse, grandparents, grandchildren, or legal guardians. For purposes of this nepotism section C-16, "immediate family" is defined to include an employee's parents, step-parents, spouse, children, siblings, grandparents, grandchildren, mothers-in-law, fathers-in-law, brothers-in-law, sisters-in-law, step brothers or step sisters, or a relationship where two persons share a household.

LAYOFF: Separation of an employee from City employment, made necessary by the lack of funds or work, the termination of a program, or other reasons not motivated primarily by considerations attributable to the employee such as the fault, delinquency, or misconduct or substandard performance of the employee. Separation of a seasonal or temporary position when the outside date of separation is known prior to hiring is not considered a layoff.

LEAVE: A period of absence from work, scheduled or non-scheduled. (See Leave Policies)

LEGAL GUARDIAN: The status created by a court order which vests in an individual the right and the duty of care over another individual.

MAY: Is permissive; however, the words "no person may" means that no person is required, authorized, or permitted to do the act referenced.

MONITOR: Is any person designated to be responsible for ensuring the evacuation plan is followed.

NON-EXEMPT POSITION: A position that does not meet the specific requirements for exempt employees and therefore is subject to the minimum wage and pay requirements of the Fair Labor Standards Act.

NUMBER: When the context requires, words used in the singular herein include the plural; and words used in the plural include the singular.

OFFICIAL: In terms of this policy, "official" refers to any site or process set up by the City of Altamont, its employees, agents, or contractors, which serves to communicate sanctioned City of Altamont information or engages citizens in discussion about topics, services, or processes under the auspices of the City of Altamont.

Zero Tolerance: Violations of this policy will not be tolerated and will result in termination of employees engaged in workplace violence.

Parameters: Any threats or acts of violence:

(1) Occurring on City property during normal business hours and involving City employees.

(2) Occurring on city property during normal business hours and involving employees, citizens, vendors, visitors or contractual employees.

(3) Occurring away from City property during normal work hours involving employment.

d. Prohibited Behavior: The following is a list of some of the prohibited behaviors. This is not an all inclusive list.

(1) Hitting or shoving an individual.

- (2) Threatening to harm an individual, their family, friends, associates or property.
- (3) Intentional destruction or threat of destruction of property owned, operated or controlled by the City.
- (4) Making harassing or threatening telephone calls, letters or other forms of written or electronic communications.
- (5) Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interest of the City.
- (6) Harassing surveillance (stalking), which is the intentional and malicious following of another person, and may include making a credible threat with the intent to place the other person in fear of their safety.
- (7) Making a suggestion or otherwise implying intent to injure persons or damage property without regard to the location where the suggestion occurs.

PARENT (for FMLA): The biological or adoptive parent of an employee or an individual who cared for the employee on a day-to-day basis and provided financial support when the employee was a child.

PAY PERIOD: Two consecutive work weeks (see work week definition).

PAYCHECK (for FMLA): Refers to sick pay, vacation pay, holiday pay or when supplementing short-term disability with sick or vacation pay. Short-term disability alone is not considered pay and the employee will not accrue sick and vacation time when receiving only short-term disability.

POSITION CLASSIFICATION: All positions within the pay plan are grouped into pay grades according to position responsibilities, organizational fit, labor market conditions, and other relevant factors.

PROMOTION: A promotion generally results when an employee changes to a position that is at least one pay grade higher than the current position held by the employee. Movement to a higher pay grade which is based on meeting qualifications for the next position in a career track, and which is not the result of a promotional process, is not considered a promotion.

RESIGNATION: Permanent separation of an employee from employment with the City, initiated by the employee. Except in extenuating circumstances, if an employee is absent without leave and without calling in for three (3) or more consecutive days.

SEPARATION: A resignation, retirement, layoff, or termination.

SHALL: Is imperative, mandatory.

SOCIAL MEDIA: Generally, social media is any site or on line process designed to facilitate simple and streamlined communication between users. Social media sites differ from conventional communication media such as online newspapers and magazines in that they tend to be less structured and complex, and more friendly, personal, and intimate in nature, and they tend to offer tools which allow for quick, unfiltered, and often a common form of spontaneous communication opportunities.

SOCIAL NETWORK: For the purposes of this policy, the term "social network" or "social networking" refers to any interaction between a participant and any site deemed by the City of Altamont to be social media, including, but not limited to: Facebook, Govloop, LinkedIn, MySpace, Plaxo, Twitter, Snapchat, Instagram, and YouTube. Interaction is not limited to accessing the website of such social media sites, but also sending to or receiving from such sites any emails, text messages, or any other electronic interaction.

SPOUSE (for FMLA): Husband or wife as defined by state law

SUPERVISOR: A person working in a position that is responsible for evaluating the work activities of an employee or a group of employees. May be exempt or non-exempt as determined by FLSA guidelines.

TEMPORARY/SEASONAL EMPLOYEE: An employee who works for a specific, predetermined time period. Hours worked may be part-time or full-time depending on the type of work or project being performed. Not to exceed 10 consecutive months of employment with a minimum break in service of 60 days.

THREE CONSECUTIVE WORKING DAYS (for FMLA): Three (3) consecutively scheduled working days for employees whose work schedule is based on forty (40) hours or less a week.

TREATMENT: The provision, coordination, or management of healthcare and related services by one or more healthcare providers, including:

- A. The coordination or management of healthcare by a provider with a third party.
- B. Consultation between healthcare providers relating to a patient.
- C. The referral of a patient for healthcare from one healthcare provider to another.

VACANCY: A position which is without an incumbent, and which the City is authorized to fill.

WILL: Is imperative, mandatory.

WORK DAY: The normally scheduled work period within one twenty-four (24) hour period for a specific position. Work days are established by Department Heads with City Administrator approval.

WORK PERIOD: The daily hours that an employee is regularly scheduled.

WORK WEEK: The standard work week for all employees is a 168 hour period commencing at 12:00 a.m. Sunday through 11:59 Saturday.

Appendix A: Absence Request Form

ABSENCE REQUEST FORM

Employee Name:	
Type of Request:	<input type="checkbox"/> PTO <input type="checkbox"/> Vacation <input type="checkbox"/> Unpaid Leave <input type="checkbox"/> Other
Date(s) Requested:	
Time Requested : (If less than a full day)	
Date Returning to Work:	
Employee Signature:	DATE

APPROVED:	<input type="checkbox"/> YES <input type="checkbox"/> NO
Explanation: (For Disapproved Requests)	
Supervisor Signature:	DATE

Appendix B: Employee Performance Evaluation

Employee Information	
Employee Name:	Date:
Position/Title:	Department:
Supervisor:	Review Period: From: To:

Evaluation Scale	
	5 Outstanding: Performance exceeds expectations with a high quality of work for their position. Employee completed a major project or made an exceptional or unique contribution in support of the city. Employee takes on new responsibilities.
	4 Exceeds Expectations Performance exceeds normal job requirements. Uses expected behavior/ knowledge appropriately in most complex or demanding situations. Consistently exceeds expectations by demonstrating superior problem solving, critical judgement, and innovation. Guides other in dealing with challenging situations.
	3 Successful Employee meets position requirements. Uses expected behavior/ knowledge consistently in a full range of typical situations/ challenges.
	2 Needs Improvement Performance meets some position requirements. Demonstrates expected behavior/ knowledge inconsistently or in situations of low complexity/ challenge. Requires guidance to deal with more complex situations.
	1 Unsatisfactory Employee does not meet position requirements. Rarely or never demonstrates expected behavior/ knowledge in own work. Requires substantial oversight and direction.
	NA Not Application Area of questioning is not applicable to the employee

Pay Raise Scale		
Average Score	Pay Raise Range	Average Annual Increase
Greater than 4	\$.63 to \$1.00	\$1,500 to \$2,000
Between 3.5 and 4	\$0.50 to \$0.63	\$1,000 to \$1,250
Between 3 and 3.5	\$0.38 to \$0.50	\$750 to \$1,000
Between 2.5 and 3	\$0.25 to \$0.38	\$500 to 750
Between 2 and 2.5	\$0.00 to \$0.25	\$0 to 500
Below 2	No pay raise	No Increase
All pay raises are subject to City Administrator and City Council Approval		

Work Habits/ Professionalism	5	4	3	2	1	N/A
Properly wears authorized uniforms or maintains clean and appropriate clothing						
Has a professional demeanor, is committed, involved, and demonstrates pride in work						
Demonstrates initiative in new or everyday situations						
Completes work in a timely manner						
Reports to work on time, provides advance notice of need for absence or tardy arrival						
Actively practices safe work habits or protocols						
Open to new challenges and adjusts to changes						
Respects the time of others; makes effective use of time						
Accepts feedback to improve performance						
Subtotal (9 Questions)						
Technical Aptitude	5	4	3	2	1	N/A
Knows and understands the specific technical skills for the job. OR Demonstrates the desire to acquire knowledge/skills for the job						
Technical knowledge or degree of expertise for current position						
Effective and professional written and verbal communication skills						
Listens well to others and considers their ideas or suggestions						
Performs an acceptable amount of work during day to day operations						
Attends training as needed to improve and maintain professional skills						
Competent at problem identification and solution development						
Subtotal (7 Questions)						
Interpersonal Relationships/ Character	5	4	3	2	1	N/A
Represents the City well to residents, customers, employees, and others						
Displays a positive and caring attitude about job and responsibilities.						
Shows job satisfaction and ownership						
Is courteous and respectful to employees, residents, and customers						
Acts as a team player. Works well with other employees						
Is able to adapt and respond in a professional manner to stressful situations.						
Is motivated to improve the community and work environment						
Subtotal (7 Questions)						

Department Head Skills	5	4	3	2	1	N/A
Understands budget for their department						
Operates within approved budget and conserves City resources						
Understands their financial responsibilities for their role						
Involves employees in planning departmental activities and goals						
Provides clear direction to ensure understanding of responsibilities						
Encourages employees to improve skills and attend educational opportunities						
Demonstrates the capacity to direct, control, and influence others.						
Displays ability to teach, train, and lead subordinates and other employees						
Understands and follows all City employment policies and procedures						
Is respected by subordinates and other employees						
Acknowledges or recognizes subordinates of employee achievements						
Delegates duties or responsibilities appropriately to subordinates						
Is readily available or able to be reached during and outside of business hours						
Subtotal (13 Questions)						
Totals						
Work Habits/ Professionalism Sub-Total						
Technical Aptitude Sub-Total						
Interpersonal Relationships/ Character Sub-Total						
Department Head Skills Sub-Total						
Employee Total						
Score Non-Department Head Employee Score = Total/ 23 Department Head Employee Score = Total/ 36						

Comments/ Approval

Supervisor Comments:

Employee Comments:

Employee Signature:

Date

Supervisor Signature:

Date

City Administrator Signature:

Date

Appendix C: Accident/ Incident Investigation Form

Incident Description:	
<i>Affected Individual (s) Information</i>	
Individual Name:	
Date of Incident:	Time of Incident:
Date Reported:	Time Reported:
Location of Incident:	
Employee/s Supervisor:	
Injuries Reported (If applicable):	
What was the severity of the injury? (I.e. Fatal, Minor, Severe)	
First Aid Treatment Given/ By:	
If employee has been seen by, or intends to see a doctor, indicate name, address, and date of visit:	
Property/ Equipment damage incurred and cost (indicate actual or estimate):	

Job being performed at time of occurrence:			
Was proper safety protocol in place?	<input type="checkbox"/>	YES	<input type="checkbox"/> NO
Was safety protocol followed?	<input type="checkbox"/>	YES	<input type="checkbox"/> NO
If "No" please explain:			
Other individuals involved:			
Witnesses:			
Describe events that preceded the occurrence:			
Describe the factors that were the most direct cause of the occurrence:			
What corrective action will prevent another occurrence?			

Employee Signature DATE

Supervisor Signature DATE

City Administrator Signature DATE

Appendix D: Travel Form

Employee Name:	
Type of Request: <input type="checkbox"/> Training/ Event <input type="checkbox"/> Travel Reimbursement <input type="checkbox"/> Other	
Location:	Reason:
Travel Date(s):	
Mileage: _____ miles	Reimbursement Amount:
<i>For Training/ Event Request Only</i>	
City Vehicle Available: <input type="checkbox"/> YES <input type="checkbox"/> NO	OVERNIGHT STAY: <input type="checkbox"/> YES <input type="checkbox"/> NO
Cost of Event:	Lodging Costs:
Employee Signature: _____ DATE _____	

APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO
Explanation: (For Disapproved Requests)
Supervisor Signature: _____ DATE _____

Appendix E: Personnel Action Form

Employee Name:	
Department:	
Proposed Action: <div><div>_____ New Employee</div><div>_____ Dismissal</div><div>_____ Resignation</div><div>_____ Promotion</div><div>_____ Evaluation</div><div>_____ Suspension</div><div>_____ Merit Increase</div><div>_____ Demotion</div><div>_____ Other</div></div>	
Change of Status	
CURRENT	NEW
Position:	Position:
Salary:	Salary:
Effective Date:	
COMMENTS OR JUSTIFICATION:	

Approval/ Acknowledgment

Employee Signature _____ DATE _____

Department Head Signature _____ DATE _____

City Administrator Signature _____ DATE _____

Appendix F: Employee Warning Report

Employee Name:		
Department:		
Type of Violation:		
<input type="checkbox"/> Attendance <input type="checkbox"/> Safety <input type="checkbox"/> Job Requirements	<input type="checkbox"/> Carelessness <input type="checkbox"/> Work Quality <input type="checkbox"/> Other: _____	<input type="checkbox"/> Disobedience
Employer Statement:		
Employee Statement:		
<input type="checkbox"/> I agree with the Employer's statement. <input type="checkbox"/> I disagree with the Employer's statement for these reasons:		
Previous Action Taken:		
<input type="checkbox"/> Counseling/ Coaching <input type="checkbox"/> Verbal Warning <input type="checkbox"/> Written Warning <input type="checkbox"/> Probation <input type="checkbox"/> Termination	<input type="checkbox"/> Salary Reduction <input type="checkbox"/> Denial or Delay of Step increase <input type="checkbox"/> Demotion <input type="checkbox"/> Suspension	
DATE OF PREVIOUS WARNING:		
Corrective Action Plan		
Type of Action Taken:		
<input type="checkbox"/> Counseling/ Coaching <input type="checkbox"/> Verbal Warning <input type="checkbox"/> Written Warning <input type="checkbox"/> Probation <input type="checkbox"/> Termination	<input type="checkbox"/> Salary Reduction <input type="checkbox"/> Denial or Delay of Step increase <input type="checkbox"/> Demotion <input type="checkbox"/> Suspension	
Consequence should incident occur again:		

Approval/ Acknowledgment

Employee Signature DATE

Department Head Signature DATE

City Administrator Signature DATE

Appendix G: Termination Report

Employee Name:		
Department:		
Hire Date:	Termination Date:	
Ending Position:	Ending Salary:	
Mail Final Check: _____ YES _____ NO	Would Rehire: _____ YES _____ NO	
Type of Employment Separation: _____ Resignation (Attach letter of resignation) _____ Dismissal _____ Other: _____ _____ Mutual Agreement		
Reason for Separation _____ Absentee _____ Changing Job _____ Retirement _____ Health _____ Layoff _____ Job _____ Family Needs _____ Relocation _____ To Attend School _____ Other: _____		
What did you like most about working here?		
What did you like the least about working here?		
What can we do better in the future?		
Employee Comments:		
Employer Comments:		

Approval/ Acknowledgment

Employee Signature DATE

Department Head Signature DATE

City Administrator Signature DATE

Appendix H: Receipt/ Acknowledgement of Handbook

I acknowledge the receipt of a copy of the Employee Handbook for the City of Altamont, Kansas, commonly known as the "Personnel Policy & Guidelines". I understand that the policies and guidelines contained in the Employee Handbook are subject to change at the sole discretion of the Governing Body.

This manual and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of your employment with the City of Altamont. By distributing this handbook, the City of Altamont expressly revokes any and all previous policies and procedures which are inconsistent with those contained herein.

I understand that the Employee Handbook is not a contract guaranteeing employment for any specific duration. I understand that my employment is "at will" and may be terminated without cause or notice.

I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

Employee Signature

Employee Printed Name

Date

ORDINANCE NO. 148.

AN ORDINANCE PERTAINING TO VACTION FOR REGULAR CITY EMPLOYEES.

SECTION NO. 1. All city employees on regular monthly payroll shall be entitled to two weeks (14) calendar days) vation with full pay each year. The time of vacation each year shall be determined by mutual agreement between the employee and the City Council.

SECTION NO. 2. In the event an emp~~loyee~~ does not take a vation in the year, he shall be entitled to two weeks addition regular pay.

SECTION NO. 3. This ordinance shall take effect on and after its publication in the official city paper.

Passed this 5th day of April, 1954.

Isaac McCarty
Mayor

Attest:

Mina J. Christy
City Clerk

EMPLOYEE ASSISTANCE PROGRAM AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2021, by and between Labette Center for Mental Health Services (hereinafter "LCMHS"), a Kansas corporation, and City of Altamont hereinafter known as "City".

WHEREAS, the City desires to obtain LCMHS for mental health and substance abuse services for its employees; and

WHEREAS, LCMHS desires to perform the aforementioned services for the City and will do so in accordance with applicable state and federal laws and regulations.

1. **TERM.** This Agreement shall be effective upon execution and remain in full force and effect. Unless terminated as set out in Paragraph 8, this Agreement will automatically renew on January 1 of each successive year.
2. **FEES.** At an hourly bases, LCMHS will charge the City a total of \$88/hour per employee. The City agrees to pay a maximum of three (3) consultations per incident per employee. One consultation shall not exceed two-hours in length. If additional consultation are required, the may be covered by the employee or other insurances. All active employees are eligible to participate upon the first day of employment.
3. **DUTIES.** LCMHS will provide the following duties for the Fees set out in Paragraph 2.
 - a. This program will include a toll-free 1-800 number, available 24 hours a day, answered by licensed or certified Mental Health Professionals who will provide crisis intervention, telephone assessment, and assistance with a referral to community resources if appropriate.
 - b. When an employee contact LCMHS, LCMHS will verify employment status with the City.
 - c. No information from any sessions provided by LCMHS to an employee will be provided to the City other than number of visits and hours for billing purposes.
 - d. LCMHS agrees to provide counseling services for, but no limited to the following: alcohol and drug counseling, stress management, critical incident stress, stress management, divorce, marital problems, grieving, anxiety, etc.
 - e. If there is reasonable suspicion to believe that an employee has a problem with substance abuse, alcohol abuse, or other personal problems which impact job performance, the City may require that they receive mandatory counseling from LCMHS. Such counseling, if required, will be at the City's expense for the first three (3) consultations.
4. **INVOICE AND PAYMENT.** LCMHS will send the City a monthly invoice for cost incurred through the Fees set out above. Payment will be due within thirty (30) days after receipt of invoice.
5. **FEE CHANGE.** All fees listed in Paragraph 2 are subject to change by LCMHS upon sixty (60) day written notice from LCMHS to the City.
6. **INDEMNIFICATION.** The City agree to indemnify and hold LCMHS harmless for any cause of action brought against LCMHS and/or any and all claims, liabilities (including reasonable attorneys' fees), loss, damages or judgements asserted against, imposed upon or incurred by LCMHS arising out of the acts or omissions of the City or the City's employees, agents or representative and/or the City's negligent performance or non-performance of its obligations under this Agreement.

LCMHS agrees to indemnify and hold the City harmless for any cause of action brought against the City and/or any liabilities or loss incurred by the City (including reasonable attorneys' fees) arising out of LCMHS' negligent performance or non-performance of its obligations under this Agreement.

These obligations shall survive the termination (for any reason) of this Agreement.

7. **LAW CONTROLS.** This Agreement shall be governed by and construed in accordance with State and Federal laws.
8. **TERMINATION.** This Agreement may be terminated by either party by providing a sixty (60) day written notice to the other party. If terminated a final invoice shall be issued for services not yet billed.
9. **AUTHORIZED REPRESENTATIVE.** The party signing on behalf of the City certifies that he or she is duly authorized to execute this Agreement on behalf of and bind the City and that all actions necessary to enter into this Agreement have been properly accomplished by the City.
The party signing on behalf of the LCMHS certifies that he or she is duly authorized to execute this Agreement on behalf of and bind the City and that all actions necessary to enter into this Agreement have been properly accomplished by the LCMHS.

10. WAIVER/MODIFICATION. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a dully authorized representative of both parties to this Agreement.
11. WRITTEN NOTICE.
- a. All communication regarding this Agreement to City shall be sent to:
City of Altamont
PO Box 305
407 S Huston
Altamont, KS 67330
 - b. All communication regarding this Agreement to LCMHS shall be sent to:
Executive Director
Labette Center for Mental Health Services, Inc.
PO Box 258
1730 Belmont
Parsons, KS 67357
 - c. All communication provided for in this Agreement shall be either personally delivered or mailed.
12. THIS AGREEMENT shall be binding on the parties hereto, their successors, executors, and assignees.
13. SIGNATURES. In Witness whereof, the parties have executed this Agreement as of the dated state in the opening paragraph.

Labette Center for Metal Health Services, Inc.

Name_____

Title_____

Date_____

City of Altamont

Name_____

Title_____

Date_____

LOAN AGREEMENT

Between

**THE KANSAS STATE TREASURER,
ACTING ON BEHALF OF
THE STATE OF KANSAS**

and

THE CITY OF ALTAMONT, KANSAS

EFFECTIVE AS OF MARCH 22, 2021

LOAN AGREEMENT

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CITY UTILITY LOW-INTEREST LOAN PROGRAM LOAN AGREEMENT

THIS LOAN AGREEMENT, effective as of March 22, 2021, by and between the **KANSAS STATE TREASURER**, acting on behalf of **THE STATE OF KANSAS**, and **THE CITY OF ALTAMONT, KANSAS**, a “City” as defined in the Act, hereinafter referenced as the “Borrower.”

WITNESSETH:

WHEREAS, the Act authorizes the Treasurer to establish a low-interest loan program to provide assistance to cities for extraordinary electric or natural gas costs incurred during the extreme weather event of February 2021; and

WHEREAS, the Borrower has made timely application to the Treasurer for the Loan to finance all or a portion of the Extraordinary Costs which application satisfies the requirements of the Act; and

WHEREAS, the Treasurer has approved the Borrower’s application for the Loan, subject to the availability of moneys in the Fund.

NOW, THEREFORE, for and in consideration of the Loan, the Borrower agrees to satisfy the conditions, covenants and procedures set forth in this Loan Agreement, as follows:

ARTICLE I DEFINITIONS

Section 1.01. Definitions. Unless the context clearly requires otherwise, the following terms as used in this Loan Agreement shall have the following meanings:

“**Act**” means the Constitution and laws of the State of Kansas, including particularly the terms of House Substitute for Senate Bill No. 88 and Senate Bill No. 86, Session of 2021.

“**Authorized Borrower Representative**” means any person authorized pursuant to a resolution of the governing body of the Borrower to perform any act or execute any document relating to the Loan, or this Loan Agreement.

“**Authorizing Ordinance**” means an ordinance adopted by the governing body of the Borrower authorizing the execution of this Loan Agreement, substantially in the form attached to the application of the Borrower for the Loan.

“**Borrower**” means the City of «Borrower», Kansas, its successors and assigns.

“**Borrower’s Counsel Opinion**” means an opinion of legal counsel to the Borrower in substantially the form set forth as **Exhibit C** attached hereto.

“**City**” means any city organized and existing under the laws of Kansas.

“**Dedicated Source of Revenue**” shall mean the revenues of the System and other legally available funds as further set forth in **Section 3.02(a)**.

“Event of Default” means any occurrence of the following events:

- (a) failure by the Borrower to pay, or cause to be paid, any Loan Repayment required to be paid hereunder when due;
- (b) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement, except as specified in paragraph (a) above, which failure shall continue for a period of thirty (30) days after written notice specifying such failure is given to the Borrower by the Treasurer, unless the Treasurer shall agree in writing to an extension of such time prior to its expiration; *provided, however*, if the failure stated in such notice is correctable but cannot be corrected within the applicable period the Treasurer may not unreasonably withhold its consent to an extension of such time up to ninety (90) days from the delivery of the written notice referred to above if corrective action is instituted by the Borrower within the applicable period and diligently pursued until such failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement is corrected;
- (c) any representation made by or on behalf of the Borrower contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is false or misleading in any material respect;
- (d) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal; or
- (e) the Borrower shall generally fail to pay its debts as such debts become due.

“Extraordinary Costs” means all extraordinary electric or natural gas costs incurred by the City during the extreme weather event of February 2021.

“Fiscal Year” means the twelve-month period ending on December 31 of each year, or such other twelve-month period that shall constitute the fiscal year of the Borrower.

“GAAP” means generally accepted accounting principles as applicable to governmental units.

“Indebtedness” means any financial obligation of the Borrower evidenced by an instrument executed by the Borrower, including this Loan, bonds, notes, leases, lease-purchase agreements or similar financial transactions.

“Loan” means the loan made by the Treasurer to the Borrower to finance or refinance all or a portion of the Extraordinary Costs pursuant to this Loan Agreement.

“Loan Agreement” means this Loan Agreement, including the Exhibits attached hereto and documents incorporated herein by reference, as supplemented, modified or amended from time to time in accordance with the terms hereof.

“Loan Rate” means the interest rate per annum equal to the market rate as provided in K.S.A. 75-4237, and amendments thereto, less 2%. The market rate shall be recalculated on the first business day of January of each year using the market rate then in effect. Notwithstanding the foregoing, the minimum interest rate shall be 0.25% if the market rate is below 2.25%.

“Loan Repayments” means the payments payable by the Borrower pursuant to **Section 2.04** of this Loan Agreement.

“Loan Repayment Schedules” means the scheduled payments on the Loan set forth on **Exhibit A** attached hereto and incorporated herein by reference.

“State” means the State of Kansas, acting, unless otherwise specifically indicated, by and through the Treasurer, and its successors and assigns.

“System” means the electric and/or natural gas utility system of the Borrower, as the same may be modified or enlarged from time to time, for which the Borrower is making the borrowing under this Loan Agreement.

“System Revenues” means all revenues derived by the Borrower from the ownership and operation of the System.

“Treasurer” means the Kansas State Treasurer, or its successors in interest.

Section 1.02. Rules of Interpretation

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

(c) All references in this Loan Agreement to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this Loan Agreement as originally executed. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Loan Agreement as a whole and not to any particular Article, Section or other subdivision.

(d) The Table of Contents and the Article and Section headings of this Loan Agreement shall not be treated as a part of this Loan Agreement or as affecting the true meaning of the provisions hereof.

ARTICLE II LOAN TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of funds, the Treasurer hereby agrees to loan an amount not to exceed \$ 727,592.20 to the Borrower to pay all or a portion of the Extraordinary Costs. The Borrower shall be responsible for any Extraordinary Costs incurred by the Borrower in excess of the amount of the Loan.

Section 2.02. Interest Rate. The Loan shall bear interest at the Loan Rate (computed on the basis of a 360-day year of twelve 30-day months), based on the unpaid principal balance as set forth in the Loan Repayment Schedule.

Section 2.03. Disbursement of Loan Proceeds. The Treasurer agrees to disburse the proceeds of the Loan to pay Extraordinary Costs. Requests for disbursement shall be (or have been) submitted to the

Treasurer by the Borrower in a single lump sum. Any request for disbursement must be (or has been) supported by proper invoices, and any future requests for disbursement must include a certificate of the Authorized Borrower Representative to the effect that all representations made in this Loan Agreement remain true as of the date of the request.

Section 2.04. Repayment of the Loan.

(a) ***Loan Repayments.*** The Borrower shall pay to the Treasurer installments of principal and interest on the Loan in accordance with **Exhibit A** attached hereto, until the Loan has been paid in full. With respect to each installment, the Borrower shall (1) remit sufficient moneys for the loan payment to the Treasurer at least 20 days before the loan payment is due or (2) transfer sufficient moneys for the loan payment to the Treasurer electronically no later than 12:00 pm (noon) of the first business day before the loan payment is due, so long as the Borrower provides the Treasurer with electronic fund transfer instructions on forms prescribed by the Treasurer at least 20 days before the loan payment is due that certify that there will be funds on deposit on the first business day before the loan payment is due in an amount sufficient for the loan payment and that such funds will be received by the Treasurer no later than 12:00 p.m. (noon) on such date.

A new **Exhibit A** will be prepared by the Treasurer no later than January 8 of each year based on the Loan Rate as recalculated on the first business day of January of such year, reamortizing the remaining principal amount over the remaining term of the Loan to effect level debt service based on the new Loan Rate. Installments of principal and interest on the Loan shall be paid in accordance with the Loan Repayment Schedule on **Exhibit A** as in effect at any time under this Loan Agreement. Notwithstanding any other provision of this Loan Agreement, the first payment of principal and interest due on the Loan shall be made on July 1, 2021. The final installment of principal under the Loan shall be fully repaid on or before March 22, 2031.

(b) ***Prepayment of the Loan.*** The Borrower may prepay the outstanding principal of the Loan, in whole, or in part, at any time, without penalty, upon 15 days prior written notice to the Treasurer. A new **Exhibit A** will be prepared by the Treasurer following receipt of any acceptable partial prepayment, reamortizing the remaining principal amount over the remaining term of the Loan.

ARTICLE III

REPRESENTATIONS AND COVENANTS OF BORROWER

Section 3.01. Representations of the Borrower. The Borrower makes the following representations:

(a) ***Organization and Authority.***

(1) The Borrower is a City duly created and validly existing under and pursuant to the constitution and statutes of the State;

(2) The Borrower has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain the System, to carry on its activities relating thereto, to execute and deliver this Loan Agreement, and to carry out and consummate all transactions contemplated by this Loan Agreement;

(3) The Authorizing Ordinance and other proceedings of the Borrower's governing body approving this Loan Agreement and authorizing its execution, issuance and delivery on behalf of the Borrower, and authorizing the Borrower to pay the Extraordinary Costs, have been duly and lawfully adopted;

(4) The Borrower has incurred Extraordinary Costs equal to or in excess of the principal amount of the Loan;

(5) This Loan Agreement has been duly authorized, executed and delivered on behalf of the Borrower, and, constitutes the legal, valid and binding obligation of the Borrower enforceable in accordance with its terms.

(b) **Non-Litigation.** There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way: (1) the legal organization of the Borrower; (2) its boundaries; (3) the right or title of any of its officers to their respective offices; (4) the legality of any official act taken in connection with obtaining the Loan; (5) the constitutionality or validity of the indebtedness represented by the Loan Agreement; (6) any of the proceedings had in relation to the authorization or execution of this Loan Agreement; (7) the collection of System Revenues; or (8) the ability of the Borrower to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(c) **Compliance with Existing Laws and Agreements.** To the best knowledge of the Borrower, the authorization, execution and delivery of this Loan Agreement by the Borrower, and the performance by the Borrower of its duties, covenants, obligations and agreements thereunder will not result in any breach of any existing law or agreement to which the Borrower is a party.

(d) **No Defaults.** No event has occurred and no condition exists that would constitute an Event of Default. The Borrower is not presently aware of any violation of any agreement which would materially adversely affect the ability of the Borrower to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(e) **Compliance with Law.** The Borrower has, to the best of the Authorized Borrower's Representative's knowledge:

(1) complied with all laws, ordinances, resolutions, governmental rules and regulations to which it is subject, whether or not contained in the Act, the failure to comply with which would materially adversely affect the ability of the Borrower to enter into this Loan Agreement; and

(2) obtained all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its property which, if not obtained, would materially adversely affect the ability of the Borrower to operate the System.

(f) **Use of Loan Proceeds.** The Borrower shall apply the proceeds of the Loan: (1) to finance Extraordinary Costs; and (2) where applicable, to reimburse the Borrower for a portion of the Extraordinary Costs which were paid or incurred by the Borrower in anticipation of reimbursement pursuant to the Act.

(g) **Extraordinary Costs.** The Borrower certifies that the Extraordinary Costs specified in **Exhibit B** are reasonable and accurate. Upon direction of the Treasurer, the Borrower agrees to deliver to the Treasurer invoices, payment certifications and any other documentation reasonably requested by the Treasurer in order to determine that the Loan proceeds were used to pay Extraordinary Costs.

Section 3.02. Particular Covenants of the Borrower.

(a) *Dedicated Source of Revenue for Repayment of the Loan.*

(1) If the Borrower receives any federal monies related to the Extraordinary Costs, the first priority for expenditure of such amounts (or any similar amounts received by the State for the benefit of the Borrower) will be the payment of any outstanding balance of the Loan. If the Borrower receives any recoveries as a result of settlement or litigation or other refunds of Extraordinary Costs paid by the Borrower, such amounts (or any similar amounts received by the State for the benefit of the Borrower) will be used to pay any outstanding balance of the Loan.

(2) The Borrower shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Borrower, as will provide System Revenues in amounts that are sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, and (c) pay all other obligations of the Borrower payable from or secured by a pledge of or lien upon the System Revenues; provided, however, no lien or other security interest on the System Revenues is granted by the Borrower to the Treasurer under this Loan Agreement.

(3) In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the principal of and interest on the Loan shall be payable from any other legally available funds of the Borrower.

(b) *Performance Under Loan Agreement.* The Borrower covenants and agrees in the performance of its obligations under this Loan Agreement:

(1) to comply with all applicable State and federal laws, rules and regulations that are applicable to this Loan Agreement; and

(2) to cooperate with the Treasurer in the observance and performance of the respective duties, covenants, obligations and agreements of the Borrower and the Treasurer under this Loan Agreement.

(c) *Delivery of Documents.* Concurrently with the delivery of this Loan Agreement and the closing of the Loan, the Borrower will cause to be delivered to the Treasurer:

(1) copies of the Authorizing Ordinance, certified by an Authorized Borrower Representative, and if applicable, an affidavit of publication thereof in the official newspaper of the Borrower;

(2) a Borrower's Counsel Opinion; and

(3) such other certificates, documents, opinions and information as the Treasurer may reasonably require.

(d) *Operation and Maintenance of the System.* The Borrower covenants and agrees that it shall, in accordance with prudent utility practice:

(1) at all times operate the properties of the System in an efficient manner in accordance with applicable laws and regulations;

(2) maintain the System, making all necessary and proper repairs, renewals, replacements, additions, betterments and improvements necessary to maintain the System in good repair, working order and operating condition;

(3) implement any modification of the rates, fees and charges for use of the System that comprise the Dedicated Source of Revenues as the Treasurer may require to ensure repayment of the Loan in accordance with the provisions of the Loan Act; and

(4) take such other action as the Treasurer may require in accordance with powers granted to the Treasurer under the Act.

(e) ***Disposition of System.*** The Borrower shall not sell, lease or otherwise transfer ownership of all or substantially all of the System without the consent of the Treasurer. The provisions of this paragraph shall not be construed to prohibit the lease of portions of the System by the Borrower in connection with a lease-purchase transaction to finance improvements to the System; provided that a termination or an event of default by the Borrower under such arrangement shall not have a material adverse effect on the Borrower's Dedicated Source of Revenues.

(f) ***Financial Information.*** The Borrower shall keep accurate records and accounts for the System, separate and distinct from its other records and accounts. The Borrower shall keep accurate records and accounts of its financial affairs prepared in accordance with GAAP, unless the Borrower has obtained a waiver in accordance with State law. Such records and accounts shall be audited annually by an independent certified public accountant or firm of independent certified public accountants, in accordance with generally accepted auditing standards. A copy of the Borrower's annual audit, including all written comments and recommendations of such accountant, shall be furnished to the Treasurer within 210 days of the close of the Fiscal Year being so audited.

(h) ***Documentation.*** The Borrower shall permit the Treasurer and any party designated by the Treasurer to examine and inspect and make copies of any accounts, books and records, receipts, disbursements, contracts, investments and any other matters relating to the Extraordinary Costs and to the Borrower's financial standing, including the records related to the System and general accounts, and shall supply such reports and information as the Treasurer may reasonably require in connection therewith.

(i) ***Insurance.*** The Borrower will carry and maintain such reasonable amount of all-risk insurance on all properties and all operations of the System as would be carried by municipal operators of similar utility systems, insofar as the properties and operations are of an insurable nature. The Borrower also will carry general liability insurance in an amount not less than the maximum liability of a governmental entity for claims arising out of a single occurrence, as provided by the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, or other similar future law (currently \$500,000 per occurrence).

(j) ***Notice of Material Adverse Change.*** The Borrower shall promptly notify the Treasurer of any material adverse change in the activities, prospects or condition (financial or otherwise) of the Borrower, or in the ability of the Borrower to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

ARTICLE IV ASSIGNMENT

Section 4.01. Assignment by the Borrower. This Loan Agreement may not be assigned by the Borrower for any reason, unless the following conditions shall be satisfied:

- (a) the Treasurer shall have approved said assignment in writing;
- (b) the assignee is a city organized and existing under the laws of the State of Kansas;
- (c) the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Borrower's duties, covenants, and obligations under this Loan Agreement; *provided, however*, such assignment shall not relieve the Borrower of its duties, covenants, and obligations under this Loan Agreement; and
- (d) the Borrower shall, at its expense, provide the Treasurer and the Authority with an opinion of counsel that each of the conditions set forth in *subparagraphs (b) and (c)* hereof have been met.

ARTICLE V DEFAULT AND REMEDIES

Section 5.01. Notice of Default. If an Event of Default shall have occurred and be continuing, the Treasurer shall give the Borrower prompt telephonic notice of the Event of Default. Such telephonic notice shall be immediately followed by written notice of such Event of Default given in the manner set forth in **Section 6.01** hereof.

Section 5.02. Remedies on Default. Whenever an Event of Default shall have occurred and be continuing, the Treasurer shall have the right to take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and to become due or to enforce the performance and observance of any obligation or agreement of the Borrower, including, without limitation, withholding Loan disbursements, cancellation of the Loan Agreement and acceleration of the remaining scheduled principal payments set forth on **Exhibit A**, or such other remedies provided to the Treasurer in the Act.

Section 5.03. Expenses. Upon the occurrence of an Event of Default on the part of the Borrower, and to the extent permitted by law, the Borrower shall, on demand, pay to the Treasurer the reasonable fees and expenses incurred by the Treasurer in the collection of Loan Repayments or any other sum due hereunder or in the enforcement of performance or observation of any other duties, covenants, obligations or agreements of the Borrower contained herein. Prior to incurring any such expenses, the Treasurer shall provide written notice to the Borrower that it intends to incur such expenses; *provided, however*, a failure by the Treasurer to give such notice shall not affect the Treasurer's right to receive payment for such expenses. Upon request by the Borrower, the Treasurer shall provide copies of statements evidencing the fees and expenses for which the Treasurer is requesting payment.

Section 5.04. Application of Moneys. Any moneys collected by the Treasurer pursuant to **Section 5.02** hereof shall be applied: (a) first, to pay interest on the Loan as it becomes due and payable; (b) second, to pay principal due and payable on the Loan; (c) third, to pay expenses owed by the Borrower pursuant to **Section 5.03** hereof; and (d) fourth, to pay any other amounts due and payable hereunder as such amounts become due and payable.

Section 5.05. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Treasurer is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. The Treasurer, in good faith, shall exercise such remedies with due diligence in a timely manner, however, no delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Treasurer to exercise any remedy reserved to it in this **Article V**, it shall not be necessary to give any notice, other than such notice as may be required in this **Article V**.

Section 5.06. Retention of Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof, or anything else to the contrary contained herein, the Treasurer shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the Borrower at law or in equity, as the Treasurer may, in its discretion, deem necessary to enforce the obligations of the Borrower pursuant to this Loan Agreement.

Section 5.07. Financial and Management. Upon failure of the Borrower to pay one or more installments of the Loan Repayments in a timely manner, or in the event that the Treasurer deems it advisable or necessary, the Treasurer, after consultation with the governing body of the Borrower, may require the Borrower to undergo a financial and management operations review. The governing body shall correct any deficiencies noted during such review and adopt charges or surcharges as may be required by the Treasurer during the term of this Loan Agreement.

ARTICLE VI MISCELLANEOUS

Section 6.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when: (a) hand delivered; (b) mailed by registered or certified United States mail, postage prepaid; (c) delivered by prepaid overnight delivery service; or (d) transmitted by electronic mail, with the original delivered by prepaid overnight delivery service, to the parties hereinafter set forth at the following addresses:

- (1) to the Treasurer:

Kansas State Treasurer
900 SW Jackson Street, #201
Topeka, Kansas 66612
Attention: State Treasurer
E-mail: fiscal@treasurer.ks.gov

with a copy to its General Counsel at the same address

- (2) to the Borrower:

City of Altamont, Kansas
P O Box 305
407 S Huston
Altamont, Kansas 67330
Attention: City Clerk
E-mail: cityadmin@altamontks.com

All notices given by registered or certified mail or overnight delivery service as aforesaid shall be deemed duly given as of the date they are deposited with the applicable carrier. All notices given by electronic mail as aforesaid shall be deemed given as of the date of evidence of receipt thereof by the recipient. Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

Section 6.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Treasurer and the Borrower and their respective successors and assigns.

Section 6.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the parties and the Authority.

Section 6.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 6.06. Governing Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State, including the Act, which Act is, by this reference thereto, incorporated herein as a part of this Loan Agreement.

Section 6.07. Electronic Transactions. The transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 6.08. Further Assurances. The Borrower shall, at the request of the Treasurer, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be reasonably necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights and agreements granted or intended to be granted by this Loan Agreement.

Section 6.09. State of Kansas Contractual Provisions Attachment . The provisions found in the State of Kansas Contractual Provisions Attachment (DA Form 146a) attached hereto as **Exhibit D** are hereby incorporated in this Loan Agreement and made a part hereof.

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IN WITNESS WHEREOF, the Treasurer and the Borrower have caused this Loan Agreement to be executed, sealed and delivered, effective as of effective date set forth above.

KANSAS STATE TREASURER,
acting on behalf of THE STATE OF KANSAS,
as “Treasurer”

[Seal]

By: _____
Treasurer

THE CITY OF ALTAMONT, KANSAS,
as “Borrower”

By: _____
Mayor

[Seal]

ATTEST:

By: _____
City Clerk

EXHIBIT A

LOAN REPAYMENT SCHEDULE

No.	Rate	Payment Date	Beginning Balance	Payment	Principal	Interest	Ending Balance
1	0.25%	07/01/2021	\$ 727,592.20	\$ 6,298.50	\$ 5,798.28	\$ 500.22	\$ 721,793.92
2	0.25%	08/01/2021	\$ 721,793.92	\$ 6,298.50	\$ 6,148.13	\$ 150.37	\$ 715,645.79
3	0.25%	09/01/2021	\$ 715,645.79	\$ 6,298.50	\$ 6,149.41	\$ 149.09	\$ 709,496.38
4	0.25%	10/01/2021	\$ 709,496.38	\$ 6,298.50	\$ 6,150.69	\$ 147.81	\$ 703,345.69
5	0.25%	11/01/2021	\$ 703,345.69	\$ 6,298.50	\$ 6,151.97	\$ 146.53	\$ 697,193.72
6	0.25%	12/01/2021	\$ 697,193.72	\$ 6,298.50	\$ 6,153.25	\$ 145.25	\$ 691,040.47
7	0.25%	01/01/2022	\$ 691,040.47	\$ 6,298.50	\$ 6,154.53	\$ 143.97	\$ 684,885.94
8	0.25%	02/01/2022	\$ 684,885.94	\$ 6,298.50	\$ 6,155.82	\$ 142.68	\$ 678,730.12
9	0.25%	03/01/2022	\$ 678,730.12	\$ 6,298.50	\$ 6,157.10	\$ 141.40	\$ 672,573.02
10	0.25%	04/01/2022	\$ 672,573.02	\$ 6,298.50	\$ 6,158.38	\$ 140.12	\$ 666,414.64
11	0.25%	05/01/2022	\$ 666,414.64	\$ 6,298.50	\$ 6,159.66	\$ 138.84	\$ 660,254.98
12	0.25%	06/01/2022	\$ 660,254.98	\$ 6,298.50	\$ 6,160.95	\$ 137.55	\$ 654,094.03
13	0.25%	07/01/2022	\$ 654,094.03	\$ 6,298.50	\$ 6,162.23	\$ 136.27	\$ 647,931.80
14	0.25%	08/01/2022	\$ 647,931.80	\$ 6,298.50	\$ 6,163.51	\$ 134.99	\$ 641,768.29
15	0.25%	09/01/2022	\$ 641,768.29	\$ 6,298.50	\$ 6,164.80	\$ 133.70	\$ 635,603.49
16	0.25%	10/01/2022	\$ 635,603.49	\$ 6,298.50	\$ 6,166.08	\$ 132.42	\$ 629,437.41
17	0.25%	11/01/2022	\$ 629,437.41	\$ 6,298.50	\$ 6,167.37	\$ 131.13	\$ 623,270.04
18	0.25%	12/01/2022	\$ 623,270.04	\$ 6,298.50	\$ 6,168.65	\$ 129.85	\$ 617,101.39
19	0.25%	01/01/2023	\$ 617,101.39	\$ 6,298.50	\$ 6,169.94	\$ 128.56	\$ 610,931.45
20	0.25%	02/01/2023	\$ 610,931.45	\$ 6,298.50	\$ 6,171.22	\$ 127.28	\$ 604,760.23
21	0.25%	03/01/2023	\$ 604,760.23	\$ 6,298.50	\$ 6,172.51	\$ 125.99	\$ 598,587.72
22	0.25%	04/01/2023	\$ 598,587.72	\$ 6,298.50	\$ 6,173.79	\$ 124.71	\$ 592,413.93
23	0.25%	05/01/2023	\$ 592,413.93	\$ 6,298.50	\$ 6,175.08	\$ 123.42	\$ 586,238.85
24	0.25%	06/01/2023	\$ 586,238.85	\$ 6,298.50	\$ 6,176.37	\$ 122.13	\$ 580,062.48
25	0.25%	07/01/2023	\$ 580,062.48	\$ 6,298.50	\$ 6,177.65	\$ 120.85	\$ 573,884.83
26	0.25%	08/01/2023	\$ 573,884.83	\$ 6,298.50	\$ 6,178.94	\$ 119.56	\$ 567,705.89
27	0.25%	09/01/2023	\$ 567,705.89	\$ 6,298.50	\$ 6,180.23	\$ 118.27	\$ 561,525.66
28	0.25%	10/01/2023	\$ 561,525.66	\$ 6,298.50	\$ 6,181.52	\$ 116.98	\$ 555,344.14
29	0.25%	11/01/2023	\$ 555,344.14	\$ 6,298.50	\$ 6,182.80	\$ 115.70	\$ 549,161.34
30	0.25%	12/01/2023	\$ 549,161.34	\$ 6,298.50	\$ 6,184.09	\$ 114.41	\$ 542,977.25
31	0.25%	01/01/2024	\$ 542,977.25	\$ 6,298.50	\$ 6,185.38	\$ 113.12	\$ 536,791.87
32	0.25%	02/01/2024	\$ 536,791.87	\$ 6,298.50	\$ 6,186.67	\$ 111.83	\$ 530,605.20
33	0.25%	03/01/2024	\$ 530,605.20	\$ 6,298.50	\$ 6,187.96	\$ 110.54	\$ 524,417.24
34	0.25%	04/01/2024	\$ 524,417.24	\$ 6,298.50	\$ 6,189.25	\$ 109.25	\$ 518,227.99
35	0.25%	05/01/2024	\$ 518,227.99	\$ 6,298.50	\$ 6,190.54	\$ 107.96	\$ 512,037.45
36	0.25%	06/01/2024	\$ 512,037.45	\$ 6,298.50	\$ 6,191.83	\$ 106.67	\$ 505,845.62
37	0.25%	07/01/2024	\$ 505,845.62	\$ 6,298.50	\$ 6,193.12	\$ 105.38	\$ 499,652.50
38	0.25%	08/01/2024	\$ 499,652.50	\$ 6,298.50	\$ 6,194.41	\$ 104.09	\$ 493,458.09
39	0.25%	09/01/2024	\$ 493,458.09	\$ 6,298.50	\$ 6,195.70	\$ 102.80	\$ 487,262.39
40	0.25%	10/01/2024	\$ 487,262.39	\$ 6,298.50	\$ 6,196.99	\$ 101.51	\$ 481,065.40
41	0.25%	11/01/2024	\$ 481,065.40	\$ 6,298.50	\$ 6,198.28	\$ 100.22	\$ 474,867.12

EXHIBIT A

LOAN REPAYMENT SCHEDULE

No.	Rate	Payment Date	Beginning Balance	Payment	Principal	Interest	Ending Balance
42	0.25%	12/01/2024	\$ 474,867.12	\$ 6,298.50	\$ 6,199.57	\$ 98.93	\$ 468,667.55
43	0.25%	01/01/2025	\$ 468,667.55	\$ 6,298.50	\$ 6,200.86	\$ 97.64	\$ 462,466.69
44	0.25%	02/01/2025	\$ 462,466.69	\$ 6,298.50	\$ 6,202.15	\$ 96.35	\$ 456,264.54
45	0.25%	03/01/2025	\$ 456,264.54	\$ 6,298.50	\$ 6,203.44	\$ 95.06	\$ 450,061.10
46	0.25%	04/01/2025	\$ 450,061.10	\$ 6,298.50	\$ 6,204.74	\$ 93.76	\$ 443,856.36
47	0.25%	05/01/2025	\$ 443,856.36	\$ 6,298.50	\$ 6,206.03	\$ 92.47	\$ 437,650.33
48	0.25%	06/01/2025	\$ 437,650.33	\$ 6,298.50	\$ 6,207.32	\$ 91.18	\$ 431,443.01
49	0.25%	07/01/2025	\$ 431,443.01	\$ 6,298.50	\$ 6,208.62	\$ 89.88	\$ 425,234.39
50	0.25%	08/01/2025	\$ 425,234.39	\$ 6,298.50	\$ 6,209.91	\$ 88.59	\$ 419,024.48
51	0.25%	09/01/2025	\$ 419,024.48	\$ 6,298.50	\$ 6,211.20	\$ 87.30	\$ 412,813.28
52	0.25%	10/01/2025	\$ 412,813.28	\$ 6,298.50	\$ 6,212.50	\$ 86.00	\$ 406,600.78
53	0.25%	11/01/2025	\$ 406,600.78	\$ 6,298.50	\$ 6,213.79	\$ 84.71	\$ 400,386.99
54	0.25%	12/01/2025	\$ 400,386.99	\$ 6,298.50	\$ 6,215.09	\$ 83.41	\$ 394,171.90
55	0.25%	01/01/2026	\$ 394,171.90	\$ 6,298.50	\$ 6,216.38	\$ 82.12	\$ 387,955.52
56	0.25%	02/01/2026	\$ 387,955.52	\$ 6,298.50	\$ 6,217.68	\$ 80.82	\$ 381,737.84
57	0.25%	03/01/2026	\$ 381,737.84	\$ 6,298.50	\$ 6,218.97	\$ 79.53	\$ 375,518.87
58	0.25%	04/01/2026	\$ 375,518.87	\$ 6,298.50	\$ 6,220.27	\$ 78.23	\$ 369,298.60
59	0.25%	05/01/2026	\$ 369,298.60	\$ 6,298.50	\$ 6,221.56	\$ 76.94	\$ 363,077.04
60	0.25%	06/01/2026	\$ 363,077.04	\$ 6,298.50	\$ 6,222.86	\$ 75.64	\$ 356,854.18
61	0.25%	07/01/2026	\$ 356,854.18	\$ 6,298.50	\$ 6,224.16	\$ 74.34	\$ 350,630.02
62	0.25%	08/01/2026	\$ 350,630.02	\$ 6,298.50	\$ 6,225.45	\$ 73.05	\$ 344,404.57
63	0.25%	09/01/2026	\$ 344,404.57	\$ 6,298.50	\$ 6,226.75	\$ 71.75	\$ 338,177.82
64	0.25%	10/01/2026	\$ 338,177.82	\$ 6,298.50	\$ 6,228.05	\$ 70.45	\$ 331,949.77
65	0.25%	11/01/2026	\$ 331,949.77	\$ 6,298.50	\$ 6,229.34	\$ 69.16	\$ 325,720.43
66	0.25%	12/01/2026	\$ 325,720.43	\$ 6,298.50	\$ 6,230.64	\$ 67.86	\$ 319,489.79
67	0.25%	01/01/2027	\$ 319,489.79	\$ 6,298.50	\$ 6,231.94	\$ 66.56	\$ 313,257.85
68	0.25%	02/01/2027	\$ 313,257.85	\$ 6,298.50	\$ 6,233.24	\$ 65.26	\$ 307,024.61
69	0.25%	03/01/2027	\$ 307,024.61	\$ 6,298.50	\$ 6,234.54	\$ 63.96	\$ 300,790.07
70	0.25%	04/01/2027	\$ 300,790.07	\$ 6,298.50	\$ 6,235.84	\$ 62.66	\$ 294,554.23
71	0.25%	05/01/2027	\$ 294,554.23	\$ 6,298.50	\$ 6,237.13	\$ 61.37	\$ 288,317.10
72	0.25%	06/01/2027	\$ 288,317.10	\$ 6,298.50	\$ 6,238.43	\$ 60.07	\$ 282,078.67
73	0.25%	07/01/2027	\$ 282,078.67	\$ 6,298.50	\$ 6,239.73	\$ 58.77	\$ 275,838.94
74	0.25%	08/01/2027	\$ 275,838.94	\$ 6,298.50	\$ 6,241.03	\$ 57.47	\$ 269,597.91
75	0.25%	09/01/2027	\$ 269,597.91	\$ 6,298.50	\$ 6,242.33	\$ 56.17	\$ 263,355.58
76	0.25%	10/01/2027	\$ 263,355.58	\$ 6,298.50	\$ 6,243.63	\$ 54.87	\$ 257,111.95
77	0.25%	11/01/2027	\$ 257,111.95	\$ 6,298.50	\$ 6,244.94	\$ 53.56	\$ 250,867.01
78	0.25%	12/01/2027	\$ 250,867.01	\$ 6,298.50	\$ 6,246.24	\$ 52.26	\$ 244,620.77
79	0.25%	01/01/2028	\$ 244,620.77	\$ 6,298.50	\$ 6,247.54	\$ 50.96	\$ 238,373.23
80	0.25%	02/01/2028	\$ 238,373.23	\$ 6,298.50	\$ 6,248.84	\$ 49.66	\$ 232,124.39
81	0.25%	03/01/2028	\$ 232,124.39	\$ 6,298.50	\$ 6,250.14	\$ 48.36	\$ 225,874.25
82	0.25%	04/01/2028	\$ 225,874.25	\$ 6,298.50	\$ 6,251.44	\$ 47.06	\$ 219,622.81

EXHIBIT A

LOAN REPAYMENT SCHEDULE

No.	Rate	Payment Date	Beginning Balance	Payment	Principal	Interest	Ending Balance
83	0.25%	05/01/2028	\$ 219,622.81	\$ 6,298.50	\$ 6,252.75	\$ 45.75	\$ 213,370.06
84	0.25%	06/01/2028	\$ 213,370.06	\$ 6,298.50	\$ 6,254.05	\$ 44.45	\$ 207,116.01
85	0.25%	07/01/2028	\$ 207,116.01	\$ 6,298.50	\$ 6,255.35	\$ 43.15	\$ 200,860.66
86	0.25%	08/01/2028	\$ 200,860.66	\$ 6,298.50	\$ 6,256.65	\$ 41.85	\$ 194,604.01
87	0.25%	09/01/2028	\$ 194,604.01	\$ 6,298.50	\$ 6,257.96	\$ 40.54	\$ 188,346.05
88	0.25%	10/01/2028	\$ 188,346.05	\$ 6,298.50	\$ 6,259.26	\$ 39.24	\$ 182,086.79
89	0.25%	11/01/2028	\$ 182,086.79	\$ 6,298.50	\$ 6,260.57	\$ 37.93	\$ 175,826.22
90	0.25%	12/01/2028	\$ 175,826.22	\$ 6,298.50	\$ 6,261.87	\$ 36.63	\$ 169,564.35
91	0.25%	01/01/2029	\$ 169,564.35	\$ 6,298.50	\$ 6,263.17	\$ 35.33	\$ 163,301.18
92	0.25%	02/01/2029	\$ 163,301.18	\$ 6,298.50	\$ 6,264.48	\$ 34.02	\$ 157,036.70
93	0.25%	03/01/2029	\$ 157,036.70	\$ 6,298.50	\$ 6,265.78	\$ 32.72	\$ 150,770.92
94	0.25%	04/01/2029	\$ 150,770.92	\$ 6,298.50	\$ 6,267.09	\$ 31.41	\$ 144,503.83
95	0.25%	05/01/2029	\$ 144,503.83	\$ 6,298.50	\$ 6,268.40	\$ 30.10	\$ 138,235.43
96	0.25%	06/01/2029	\$ 138,235.43	\$ 6,298.50	\$ 6,269.70	\$ 28.80	\$ 131,965.73
97	0.25%	07/01/2029	\$ 131,965.73	\$ 6,298.50	\$ 6,271.01	\$ 27.49	\$ 125,694.72
98	0.25%	08/01/2029	\$ 125,694.72	\$ 6,298.50	\$ 6,272.31	\$ 26.19	\$ 119,422.41
99	0.25%	09/01/2029	\$ 119,422.41	\$ 6,298.50	\$ 6,273.62	\$ 24.88	\$ 113,148.79
100	0.25%	10/01/2029	\$ 113,148.79	\$ 6,298.50	\$ 6,274.93	\$ 23.57	\$ 106,873.86
101	0.25%	11/01/2029	\$ 106,873.86	\$ 6,298.50	\$ 6,276.23	\$ 22.27	\$ 100,597.63
102	0.25%	12/01/2029	\$ 100,597.63	\$ 6,298.50	\$ 6,277.54	\$ 20.96	\$ 94,320.09
103	0.25%	01/01/2030	\$ 94,320.09	\$ 6,298.50	\$ 6,278.85	\$ 19.65	\$ 88,041.24
104	0.25%	02/01/2030	\$ 88,041.24	\$ 6,298.50	\$ 6,280.16	\$ 18.34	\$ 81,761.08
105	0.25%	03/01/2030	\$ 81,761.08	\$ 6,298.50	\$ 6,281.47	\$ 17.03	\$ 75,479.61
106	0.25%	04/01/2030	\$ 75,479.61	\$ 6,298.50	\$ 6,282.78	\$ 15.72	\$ 69,196.83
107	0.25%	05/01/2030	\$ 69,196.83	\$ 6,298.50	\$ 6,284.08	\$ 14.42	\$ 62,912.75
108	0.25%	06/01/2030	\$ 62,912.75	\$ 6,298.50	\$ 6,285.39	\$ 13.11	\$ 56,627.36
109	0.25%	07/01/2030	\$ 56,627.36	\$ 6,298.50	\$ 6,286.70	\$ 11.80	\$ 50,340.66
110	0.25%	08/01/2030	\$ 50,340.66	\$ 6,298.50	\$ 6,288.01	\$ 10.49	\$ 44,052.65
111	0.25%	09/01/2030	\$ 44,052.65	\$ 6,298.50	\$ 6,289.32	\$ 9.18	\$ 37,763.33
112	0.25%	10/01/2030	\$ 37,763.33	\$ 6,298.50	\$ 6,290.63	\$ 7.87	\$ 31,472.70
113	0.25%	11/01/2030	\$ 31,472.70	\$ 6,298.50	\$ 6,291.94	\$ 6.56	\$ 25,180.76
114	0.25%	12/01/2030	\$ 25,180.76	\$ 6,298.50	\$ 6,293.25	\$ 5.25	\$ 18,887.51
115	0.25%	01/01/2031	\$ 18,887.51	\$ 6,298.50	\$ 6,294.57	\$ 3.93	\$ 12,592.94
116	0.25%	02/01/2031	\$ 12,592.94	\$ 6,298.50	\$ 6,295.88	\$ 2.62	\$ 6,297.06
117	0.25%	03/01/2031	\$ 6,297.06	\$ 6,298.37	\$ 6,297.06	\$ 1.31	\$ -
Totals:				\$ 736,924.37	\$ 727,592.20	\$ 9,332.17	

EXHIBIT B

PAYMENT DATES AND AMOUNTS FOR EXTRAORDINARY COSTS

Vendor: Kansas Municipal Gas Agency

Due Date:03/24/2021

Total Amount Due:\$727,592.20

EXHIBIT C

FORM OF BORROWER'S COUNSEL OPINION

[Date]

Kansas State Treasurer
Topeka, Kansas

Re: Loan Agreement effective as of March 22, 2021, between the Kansas State Treasurer ("Treasurer"), acting on behalf of the State of Kansas (the "State"), and the City of Altamont, Kansas (the "City")

I have acted as counsel to the City in connection with the authorization, execution and delivery of the above-referenced Loan Agreement (the "Loan Agreement"). In my capacity as counsel to the City, I have examined original or certified copies of minutes, resolutions and ordinances of the City and other documents relating to the authorization of the Extraordinary Costs and the authorization, execution and delivery of the Loan Agreement, and the establishment of a Dedicated Source of Revenue for repayment of the Loan evidenced by the Loan Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Loan Agreement.

In this connection, I have examined the following:

- (a) an executed or certified copy of the Loan Agreement;
- (b) proceedings adopted or taken by the City to authorize and approve the Extraordinary Costs to be paid or reimbursed with the proceeds of the Loan evidenced by the Loan Agreement;
- (c) Ordinance No. 623 of the City (the "Ordinance") adopted on March 5, 2021, and other proceedings of the City taken and adopted in connection with the authorization, execution and delivery of the Loan Agreement, and the establishment of a Dedicated Source of Revenue for repayment of the Loan evidenced by the Loan Agreement; and
- (d) such other proceedings, documents and instruments as I have deemed necessary or appropriate to the rendering of the opinions expressed herein.

In this connection, I have reviewed such documents, and have made such investigations of law, as deemed relevant and necessary as the basis for the opinions hereinafter expressed.

Based upon the foregoing, it is my opinion, as of the date hereof, that:

- 1. The City is a municipal corporation duly created, organized and existing under the laws of the State.
- 2. The City operates the System.
- 3. Payment of the Extraordinary Costs has been duly authorized by the City.

4. The City has all requisite legal power and authority to, and has been duly authorized under the terms and provisions of the Ordinance to execute, deliver and perform its obligations under the Loan Agreement.
5. The Loan Agreement has been duly authorized, executed and delivered by the Borrower and constitutes a valid and binding agreement of the Borrower enforceable in accordance with its terms, subject as to enforcement of remedies to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted, and subject further to the exercise of judicial discretion in accordance with general principles of equity. In rendering this opinion I have assumed due authorization, execution and delivery of the Loan Agreement by the State, acting by and through the Treasurer.
6. The City has duly authorized the Dedicated Source of Revenue for repayment of the Loan to be made pursuant to the Loan Agreement.
7. To the best of my knowledge, the execution and delivery of the Loan Agreement by the City will not conflict with or result in a breach of any of the terms of, or constitute a default under, any ordinance, indenture, mortgage, deed of trust, lease or other agreement or instrument to which the City is a party or by which it or any of its property is bound or any of the rules or regulations applicable to the City or its property or of any court or other governmental body.

Very truly yours,

EXHIBIT D

STATE OF KANSAS CONTRACTUAL PROVISIONS ATTACHMENT (DA FORM 146A)

State of Kansas
Department of Administration
DA-146a (Rev. 1-01)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

“The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof”

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being dated March 22, 2021.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase “equal opportunity employer”; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."



ALLGEIER, MARTIN and ASSOCIATES, INC.
———— Consulting Engineers ————

April 30, 2021

Ms. Audree Aguilera, MPA
City Administrator
City of Altamont
407 South Huston
Altamont, KS 67330

Re: Altamont
Electrical System Planning Study

Dear Ms. Aguilera:

We would like to thank you for contacting us about performing an Electrical System Planning Study for the City of Altamont. This study will be a comprehensive look at your electrical system. We will perform a system wide pole inspection to determine the status of the cities electric poles. We will review your energy demands from your power provider, existing system equipment, system requirements and energy usage by each consumer. We will generate a computer model that will allow us to analyze any existing energy loads on your system. This will also aid in the evaluation of new energy loads on your existing system. The study also includes contingencies and future planning of projects and improvements and system coordination of protective devices. Our findings will be relayed to the city in the form of a report including maps/circuit diagrams of your electrical system. This study will be sealed by a licensed professional engineer from the state of Kansas.

This study will provide a guide for your electrical system for years to come. It will provide recommendations for a safe and reliable system. The estimated cost for this study is \$75,500. There are significant costs because this is the first study of this type on your system. The model generated can be utilize in the future for load forecasting. This will reduce costs for future studies provided the model is kept up to date. A study of this type usually takes approximately eight months to complete. This cost includes a presentation of our findings to the council at the conclusion of the report.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

A handwritten signature in black ink that reads 'Brent Corwin'. The signature is written in a cursive, flowing style.

A. Brent Corwin, P.E.
Electrical Project Manager

ABC

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;