

CITY OF ALTAMONT

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

ALTAMONT CITY COUNCIL

Mayor Richard Hayward

Councilmembers: Ben Cochran, Raymond Coffey, Jeff Garretson, Paul Souders and Kyle Wiford

November 8, 2021

7:00 PM Regular Meeting

CALL TO ORDER

PLEDGE OF ALLEGIANCE & PRAYER

MINUTES - Regular meeting of October 28, 2021

INVOICES - \$64,285.22

CITIZENS & GUESTS

A. Dean Ruark – Extended Lake Stay

ORDINANCES/RESOLUTIONS /PROCLAMATIONS

A.

OLD BUSINESS

A. February Utility Bills - ARPA Funds

B. KMEA Lineman Services

NEW BUSINESS

A. Employee Health Insurance Premiums

B. Employee Evaluations

C. Hiring a 4th Police Officer for 2022

DEPARTMENT REPORTS

A. City Administrator

EXECUTIVE SESSION

COMMUNICATIONS

A. Next November Council Meeting Date - Monday, November 22 at 7 PM

B. City Offices will be closed November 11 in observation of Veteran's Day

C. City Offices will be closed November 25 -25 in observation of Thanksgiving

D. Altamont Christmas Parade - Saturday, December 4th at 10 AM

ADJOURNMENT



**MINUTES
CITY OF ALTAMONT
October 28, 2021**

REGULAR MEETING The meeting was called to order at 7:00 PM with Mayor Richard Hayward presiding. Mayor Hayward opened the meeting with the Pledge of Allegiance and Pastor Han led the prayer. Councilmembers present: Ben Cochran, Raymond Coffey, Jeff Garretson and Paul Souders.

MINUTES Councilmember Cochran moved and Garretson seconded to approve the minutes of the City Council meeting from October 14, 2021. Motion carried.

INVOICES Councilmember Cochran moved and Garretson seconded to pay the invoices in the amount of \$118,931.43. Motion carried.

LC TRAP SHOOTING CLUB Robert Myers looked at the liability insurance and stated it is pretty standard and needs no action from the city. Mayor Hayward stated the school can move forward with what they need to do.

CITY TREASURER/DEPUTY Bridget Nash is from Parsons, but LCHS Alumni. Purchased a house in Altamont about a year ago and raising their small family here, and happy to be here. LeaAnn Myers says the office is excited to have her start.

CLERK APPOINTMENT Mayor Hayward appointed Bridget Nash as the City Treasurer/Deputy Clerk. Councilmember Cochran moved and Garretson seconded to accept the appointment of Bridget Nash as City Treasurer, starting day November 12th. Motion carried

WAR VETEREAN MEMORIAL Councilmember Garretson reached out to the VA in Parsons, they have helped with such projects in the past, so he is waiting to hear back from them.

COUNCIL RETREATS Mayor Hayward asks what other topics council would like to go over other than KOMA-KORA. The intent was to get together and create cohesiveness between the council members. Councilman Cochran suggested reaching out to the League for ideas and possible trainings. Mayor Hayward asks if council would prefer an evening or a weeknight. Council members were open to making arrangements for either weeknight or weekend.

EASEMENT RELEASE Mayor Hayward stated the subject is tabled for now as the homeowner is working on inside work and that is their focus currently. Once the homeowners get their outside survey, then it will be revisited at that time.

CITY ADMIN REPORT Report written by LeaAnn Myers. Conducted interviews for Deputy City Clerk, offered the position to Bridget Nash. She will start on November 12th. We are accepting applications for a new janitor to clean City Hall, Fire and Police Departments. The position is open until filled. Finalized the total electric and gas charges from the February utility bills. LeaAnn will bring those numbers to a November meeting. Attended the Certified Public Manager's course. LeaAnn will have one more class in November and will be done. Worked with the City's Auditor in regards to the 2022 Budget. Talked to KMGGA regarding gas hedging. Part of their purchasing strategy does include gas hedging on behalf of the City of Altamont. They hedge 40% of the City's gas from November to March at a price of \$4.30-\$4.50. If there is a large increase in gas usage then the percentage would be reduced from the 40% due to needing to purchase gas above the predicted usage. LeaAnn is working with GLMV Architecture to set up a date for project kick off meeting to start the process of a master plan for the 20 acres.

Mayor Hayward says that market experts are looking at three times the gas prices we are used to paying. Wants everyone to keep that in mind and conserve what we can, where we can. LeaAnn Myers states that the higher gas prices weren't figured into the customer's current level payments, if they want to pay more at any time to maybe have a cushion, they can do that at any time.

ADJOURN Councilmember Cochran moved and Garretson seconded to adjourn at 7:19 PM. Motion carried.

DATE

Heather Beasley, City Clerk

AP Check Register (APLT43)

City of Altamont

Check No	Check Date	Vendor No	Vendor Name	Check Amount
Bank No: 1	Account:	006572		
35103	11/8/2021	150	Altamont Builders Supply	\$422.69
35104	11/8/2021	240	B&L Waterworks Supply	\$3,283.20
35105	11/8/2021	60	CITY OF ALTAMONT	\$2,280.07
35106	11/8/2021	40	City of Altamont Petty cash	\$40.00
35107	11/8/2021	80276	Crystal Addis	\$56.00
35108	11/8/2021	80064	Ditch Witch Financial Services	\$927.72
35109	11/8/2021	1000	EVERGY	\$684.23
35110	11/8/2021	80229	GFL Environmental	\$3,161.60
35111	11/8/2021	80203	gWorks	\$635.00
35112	11/8/2021	740	HUGO'S INDUSTRIAL SUPPLY	\$32.50
35113	11/8/2021	79967	INSURANCE AND BENEFITS GROUP	\$1,374.00
35114	11/8/2021	830	J.P. COOKE COMPANY	\$122.51
35115	11/8/2021	880	KANSAS ONE CALL SYSTEM INC	\$22.80
35116	11/8/2021	100	Labette Avenue	\$138.40
35117	11/8/2021	1251	MasterCard 0547	\$690.15
35118	11/8/2021	1252	Mayer Specialty Service LLC	\$33,160.00
35119	11/8/2021	1245	MCCARTY'S	\$41.32
35120	11/8/2021	79670	Mid-American Research Chemical	\$138.40
35121	11/8/2021	1340	MIDWEST MINERALS, LLC	\$1,315.56
35122	11/8/2021	80159	Miller Tire and Lube LLC	\$226.96
35123	11/8/2021	80230	New Directions	\$1,055.00
35124	11/8/2021	1550	O'REILLY AUTOMOTIVE INC	\$51.96
35125	11/8/2021	1680	PUBLIC WHOLESALE WATER SUPPLY	\$10,227.70

AP Check Register (APLT43)

City of Altamont

Check No	Check Date	Vendor No	Vendor Name	Check Amount
35126	11/8/2021	80195	Thomas Implement, Inc	\$3,930.21
35127	11/8/2021	80275	Tomi Rourk	\$40.00
35128	11/8/2021	754	TouchTone Communications	\$227.24
Bank Account Totals:				\$64,285.22
Total Of Checks:				\$64,285.22

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
79494 City of Altamont Flex Spending Accts				
PR-11320211633		Automatic Invoice From Payroll	Withholding Payable	\$25.00
Subtotal for Vendor 79494 - City of Altamont Flex Spendi				\$25.00
79498 City of Altamont Blue Cross Blue Shield				
PR-11320211635		Automatic Invoice From Payroll	Withholding Payable	\$11.69
PR-11320211635		Automatic Invoice From Payroll	Withholding Payable	\$1.99
PR-11320211635		Automatic Invoice From Payroll	Withholding Payable	\$2.86
PR-11320211635		Automatic Invoice From Payroll	Withholding Payable	\$18.86
PR-11320211635		Automatic Invoice From Payroll	Withholding Payable	\$36.82
PR-11320211635		Automatic Invoice From Payroll	Withholding Payable	\$2.57
PR-11320211635		Automatic Invoice From Payroll	Withholding Payable	\$16.49
PR-11320211635		Automatic Invoice From Payroll	Withholding Payable	\$34.25
PR-11320211635		Automatic Invoice From Payroll	Withholding Payable	\$2.79
PR-11320211635		Automatic Invoice From Payroll	Withholding Payable	\$18.86
PR-11320211635		Automatic Invoice From Payroll	Withholding Payable	\$0.19
PR-11320211635		Automatic Invoice From Payroll	Withholding Payable	\$36.82
Subtotal for Vendor 79498 - City of Altamont Blue Cross				\$184.19
79499 AFLAC				
PR-11320211636		Automatic Invoice From Payroll	Withholding Payable	\$16.38
PR-11320211636		Automatic Invoice From Payroll	Withholding Payable	\$22.10
PR-11320211636		Automatic Invoice From Payroll	Withholding Payable	\$37.82
PR-11320211636		Automatic Invoice From Payroll	Withholding Payable	\$30.42
PR-11320211636		Automatic Invoice From Payroll	Withholding Payable	\$4.68
PR-11320211636		Automatic Invoice From Payroll	Withholding Payable	\$12.74
PR-11320211636		Automatic Invoice From Payroll	Withholding Payable	\$13.46
Subtotal for Vendor 79499 - AFLAC :				\$137.60
79500 AIs Fitness Center				
PR-11320211637		Automatic Invoice From Payroll	Withholding Payable	\$22.50
PR-11320211637		Automatic Invoice From Payroll	Withholding Payable	\$2.50

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
79500 Als Fitness Center				
PR-11320211637		Automatic Invoice From Payroll	Withholding Payable	\$5.00
PR-11320211637		Automatic Invoice From Payroll	Withholding Payable	\$10.00
Subtotal for Vendor 79500 - Als Fitness Center :				\$40.00
79503 KPERS LIFE				
PR-113202116310		Automatic Invoice From Payroll	Withholding Payable	\$4.34
PR-113202116310		Automatic Invoice From Payroll	Withholding Payable	\$8.63
PR-113202116310		Automatic Invoice From Payroll	Withholding Payable	\$19.26
PR-113202116310		Automatic Invoice From Payroll	Withholding Payable	\$0.23
Subtotal for Vendor 79503 - KPERS LIFE :				\$32.46
79879 Globe Life				
PR-113202116311		Automatic Invoice From Payroll	Withholding Payable	\$12.56
PR-113202116311		Automatic Invoice From Payroll	Withholding Payable	\$0.94
Subtotal for Vendor 79879 - Globe Life :				\$13.50
80133 City of Altamont VSP				
PR-113202116312		Automatic Invoice From Payroll	Withholding Payable	\$3.35
PR-113202116312		Automatic Invoice From Payroll	Withholding Payable	\$18.14
PR-113202116312		Automatic Invoice From Payroll	Withholding Payable	\$0.23
PR-113202116312		Automatic Invoice From Payroll	Withholding Payable	\$3.39
Subtotal for Vendor 80133 - City of Altamont VSP :				\$25.11

Approved Invoices by Vendor- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
			Grand Total:	\$457.86

Approved Invoices - Fund/Dept. Totals

Fund	Fund Total	Fund Name
01 General Fund		
00 NonDepartmental		\$167.06
		<u> </u>
		\$167.06
04 Library		
00 NonDepartmental		\$2.50
		<u> </u>
		\$2.50
50 Water Utility Fund		
00 NonDepartmental		\$34.58
		<u> </u>
		\$34.58
51 Electric Utility Fund		
00 NonDepartmental		\$122.39
		<u> </u>
		\$122.39
52 Gas Utility Fund		
00 NonDepartmental		\$131.33
		<u> </u>
		\$131.33
	Grand Total:	\$457.86

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February 2021 Energy Crisis

Residential and business gas and electric fuel factors for the February energy crisis totaled **\$713,323.27**.

Options for giving back to our residents and businesses using American Rescue Plan Act Funds

	Percentage Paid Back	Total Funds Paid Out
Option 1	5% back	\$35,666.16
Option 2	7.5% back	\$53,499.25
Option 3	10% back	\$71,332.33

Billed Fuel Factor Amount	5% back to the customer	7.5% back to the customer	10% back to the customer
\$500	\$25.00	\$37.50	\$50.00
\$750	\$37.50	\$56.25	\$75.00
\$1000	\$50.00	\$75.00	\$100.00
\$1500	\$75.00	\$112.50	\$150.00



Operations and Maintenance Assistance Agreement

This agreement is made and entered into this ____ day of _____, 2021, by and between the Kansas Municipal Energy Agency, a quasi-municipal corporation (“KMEA”) and the City of _____, Kansas, a municipal corporation (the “City”) for the purpose of establishing an Operations and Maintenance Assistance Agreement (“Agreement”) between KMEA and the City.

WHEREAS, the City owns and operates an electric distribution system which provides retail electric service to the retail customers in the City and its environs;

WHEREAS, the City seeks to continue to deliver to its retail customers reliable electric service and desires to obtain assistance in operating and maintaining its electric distribution system; and

WHEREAS, KMEA desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants stated herein and the benefits resulting to the public, the parties agree:

1. **City’s Electric Distribution System.** The City owns and operates an electric distribution system (“System”) which is used to serve all the electric customers of the City. The electric distribution system includes the overhead and underground wires, poles, transformers, street lights, meters, switches and distribution substations.
2. **Provided Services.** KMEA shall provide two qualified individuals to serve as electric lineman (“Linemen”) to assist with the operation and maintenance the System. The Linemen will be supervised by KMEA in direct consultation with the City staff.
3. **Standard of Service.** KMEA shall assist the City with the operation and maintenance of the System using prudent utility practice and in compliance with all applicable federal, state and local laws, statutes, rules and regulations.
4. **KMEA’s Duties and Responsibilities.** The Linemen, in conjunction with KMEA, will assist the City as directed by City Staff. Functions that the Linemen are able to perform for the City:
 - a. Provide and assist with new line construction.
 - b. Provide and assist with replacement of poles, crossarms, transformers, and conductor.
 - c. Connect and disconnect electric customers according to the direction of City staff.
 - d. Install service lines and extensions according to the direction of City staff.
 - e. Provide tree trimming, spraying, growth and inhibitors and other chemical applications for right of way maintenance.
 - f. Service and maintain the City’s street lighting system.
 - g. Assist City staff with inventory management of materials and equipment needed to operate and maintain the System.
 - h. Provide a pickup truck, a bucket truck and a digger derrick truck or similar vehicles for use by the Linemen.

5. **City's Duties and Responsibilities.** The City is responsible for the following items:
- a. Budgeting, planning for and authorization of any capital and/or system improvements of the System.
 - b. Meter reading, billing, collections and all accounting and recordkeeping for the System.
 - c. Employ a sufficient number of qualified individuals to work with the System and the Linemen.
 - d. Receiving service calls (inquiries, complaints, requests for services, etc.) from the public.
 - e. City will pay the cost of all consumables, material and parts needed for the operation and maintenance of the System, including fuel for all equipment owned and operated by KMEA when being used for the benefit of the City.
 - f. Maintain System inventory and inventory records.
 - g. Maintain all permits, warranties, guarantees, easements, rights-of-way and licenses that have been granted to the City. All expenses related thereto will be paid by the City.
 - h. Maintain insurance and pay all insurance costs associated with the System and all vehicles owned or leased by the City.
 - i. Provide direction of KMEA staff in operating and maintaining the System in accordance with prudent utility practice and in compliance with all applicable federal, state and local laws, statutes, rules and regulations.
 - j. Provide a location/working space for the Linemen and equipment provided by KMEA.
6. **Term.** The term of this Agreement will commence on _____, 2021 and remain in effect for an initial term through December 31, 2023. The term of the Agreement will automatically renew for successive two (2) year periods unless either party provides at least 120 days advance notice to the other party of an intent to terminate the Agreement effective as of the current term.
7. **Reporting.** On or before the 10th business day of the month, KMEA shall provide the City a monthly report of the services performed by the Linemen during the previous month and the hours assigned to each task. The monthly report will also include the services performed by the Linemen for other cities in the region and the hours and rates charged for the services.
8. **Charges.** Except as otherwise provided in this section 8, the City will pay KMEA the total cost of the Linemen services, which is estimated to be \$370,000 per year. The City will pay KMEA fifteen thousand-four hundred & seventeen dollars (\$15,417) per month for a total of one hundred and eighty five thousand dollars (\$185,000) per year ("Base Fee"). At the end of each calendar year, KMEA will calculate (i) the total costs of the Lineman services (the "Actual Cost") and (ii) the total hours worked by the Linemen for other cities and the rates charged for such services (the "Other Costs"). The difference between the Actual Cost minus the Base Fee minus Other Costs will be paid by the City to KMEA if greater than zero dollars or credited by KMEA to the City if less than zero dollars.

In addition to this section 8, the City will be responsible for costs and expenses as provided for in section 5.

9. **Invoicing.** On or before the 10th business day of each month, KMEA will invoice the City for fees calculated under this Agreement. The City will pay the invoice on or before the date specified in

the invoice by ACH or wire transfer to the banking information provided by KMEA. Unless otherwise specified in the invoice, the City will pay KMEA the amount due and owing without set-off of any other the amounts.

10. **Indemnification.** To the extent permitted under the laws of the State of Kansas, each of the parties will defend and indemnify the other party from any and all claims, actions, causes of action, and lawsuits for property damage or personal injury arising out of the actions or omissions of such party pursuant to this Agreement. In no event will either party be liable to the other party by way of indemnity, breach of contract, tort or any other legal theory for (i) any loss of profit, loss of power, any cost of purchased or replacement power, loss of use, loss of contracts, loss of revenue or anticipated revenue, loss of savings or anticipated savings, loss of interest, loss of opportunity, loss of information and/or data (whether the losses are direct or indirect); or (ii) any indirect or consequential loss, costs or expenses not excluded by clause (i) hereof.
11. **Force Majeure.** Neither party to this Agreement shall be considered to be in default in performance of any obligation hereunder if failure of performance shall be due to a Force Majeure Event. A party shall not, however, be relieved of liability for failure of performance if such failure is due to events arising out of removable or remediable events which it fails to remove or remedy with reasonable dispatch. Any party rendered unable to fulfill any obligation by reason of a Force Majeure Event shall exercise due diligence to remove such inability with all reasonable dispatch. Nothing contained herein, however, shall be construed to require a party to prevent or settle a strike or labor disagreement against its will.

“Force Majeure Event” means an event that prevents the claiming party from performing any of its obligations under or in connection with this Agreement, that is not within the reasonable control of, or the result of the negligence of, the claiming party, and that by the exercise of due diligence the claiming party is unable to avoid, cause to be avoided, or overcome. Force Majeure Events may include, but are not restricted to: acts of God; acts of the public enemy, terroristic acts, war, blockades, insurrections, civil disturbances and riots, and epidemics; landslides, lightning, earthquakes, firestorms, hurricanes, tornadoes, floods, washouts, and extreme weather conditions; fire, explosion, breakage, freezing or accidents; strikes, lock-outs or other industrial disturbances or labor disputes; labor or material shortage; sabotage; and order or restraint by governmental authority (so long as the claiming party has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such order or restraint).

12. **Assignment.** This Agreement may be transferred, assigned or subcontracted by KMEA at any time. If KMEA subcontracts its obligations, KMEA will remain responsible for the performance of the obligations set forth in this Agreement. Except as provided otherwise in this section, neither party shall be entitled to transfer or assign this Agreement without the prior written consent of the other party.
13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

14. **Entire Agreement.** This Agreement contains the entire understanding and agreement between the parties in connection with the subject matter of this Agreement and supersedes all earlier and other agreements and understandings between them and all earlier representations by any party about such subject matter. Each party warrants that there is no representation, warranty, promise, term, condition, obligation or statement upon which it has relied in entering into this Agreement and which is not expressly set out in this Agreement. Any prior representations, warranties, statements and assurances which are not expressly set out in this Agreement will not be of any effect. If a party has given any representation, warranty, promise or statement then (except to the extent that it has been set out in this Agreement) the party to whom it is given waives any rights or remedies which it may have in respect of it. If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

15. **Notices.** Any notice which either party is required or permitted or wishes to give or make to the other party pursuant to this Agreement shall be in writing and shall be effected by (a) delivering in person to any authorized representative of such other party, or (b) sending it by prepaid first-class mail to such other party at the following address:

KMEA
6300 W. 95th Street
Overland Park, Kansas 66212-1431
Attn: General Manager

City of _____, Kansas

Attn: City Clerk

Signatures are provided by a duly appointed, elected, or otherwise authorized agent of each party.

Kansas Municipal Energy Agency

Date: _____

Paul Mahlberg, General Manager

City of _____, Kansas

Date: _____

_____, Mayor

(SEAL)

ATTEST:

_____, City Clerk

CITY OF ALTAMONT

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Employee Health Insurance Premiums

The City of Altamont currently pays \$500 per month towards each full-time employee's health insurance which has been enough to cover the premiums for the employee.

Health Insurance rates for the employees increased from \$426 to \$562 which is almost a 32% increase.

Proposed to raise the City's portion of health insurance premiums to \$550 month per employee.



City Administrator Report City Council November 8, 2021

1. **Deputy Clerk/Treasurer** - Bridget Nash will start November 12th.
2. **Janitor Opening** - We are accepting applications for a new janitor to clean City Hall, Fire and Police Departments. The position is open until filled.
3. **February Utility Bills** - Finalized total electric and gas charges from the February utility bills.
4. **American Rescue Plan Act (ARPA)** - City received \$77,294.52 in July 2021 and \$459.85 in October 2021.
 - a. Final disbursement of \$77,754.37 expected in July 2022.
 - b. Grant funds totaling \$1,555,508.74 and must be used by March 11, 2023.
5. **KMEA** - Brad and I met with KMEA regarding lineman services.
 - a. City of Chetopa is wanting to contract with KMEA for lineman services and wanted to see if Altamont would be interested in splitting the cost.
6. **McMillan Park Plans** - Planning the kick-off meeting for 20 acres park development on November 30, 2021.
7. **Lake Overflow Project** - Brad and I completed the Community Fisheries Assistance Program (CFAP) grant final report for the Lake Overflow Project.
 - a. The City is expected to receive \$26,324.97 from the Kansas Department of Wildlife, Parks and Tourism for completing this project. The total project cost \$38,462.25.
8. **Employee Evaluations** - Reviewed employee evaluations with department heads.
9. **Health Insurance** - Met with Blue Cross Blue Shield regarding the 2022 insurance renewal.
10. **Lake Swings** - Delivered on November 4th.



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;