

CITY OF ALTAMONT

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

ALTAMONT CITY COUNCIL

Mayor Richard Hayward

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

April 22, 2021

7:00 PM Regular Meeting

CALL TO ORDER

PLEDGE OF ALLEGIANCE & PRAYER

MINUTES - Regular meeting of April 8, 2021

INVOICES - \$113,678.41

CITIZENS & GUESTS

A. Rob Gartner - New Lake Signs

DEPARTMENT REPORTS

A. City Administrator

ORDINANCES/RESOLUTIONS /PROCLAMATIONS

A.

OLD BUSINESS

A. Painted Crosswalks

B. Old Fire Department Building

C. Lake Swings

NEW BUSINESS

A. CIC Annual Renewal- Court/ Server Farm Discontinued

B. Mt Pleasant/ City of Altamont Fire Department

COMMUNICATIONS

A.

EXECUTIVE SESSION MOTION

ADJOURNMENT

Note: Altamont Pet Clinic - Tuesday, April 27, 3-5 PM in the Altamont Recycling Center



MINUTES
CITY OF ALTAMONT
April 8, 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 and Paul Souders.
MINUTES	Councilmember Cochran moved and Souders seconded to approve the regular minutes of the March 25, 2021 meeting. Motion carried.
NVOICES	Councilmember Cochran moved and Coffey seconded to pay the invoices in the amount of \$771,860.39. Motion carried.
CITY ADMINISTRATOR	Report written by Audree Aguilera. Natural gas/energy crisis – payment agreements due by April 16 th . Twenty percent of the April bill due by April 27 th . Extension may be requested with Council approval. Starting looking into gas purchasing agents/KMGA. We have begun setting up payment plans this month; it is very busy in the office. Update of personnel handbook is 75% complete. New signs for the Police and Fire Departments have been ordered. Bids on agenda for tonight. CIC Annual Renewal will be presented at next meeting. The agreement and invoice are being changed to reflect the Court and Server Backup being removed from CIC. CIC Software was still down and have not provided the updated agreement yet. USDA Loan for the fire truck in final stages; funds are now available. Fire truck is anticipated to arrive in November. Will begin using new court software in April. We will begin to start the budget process this month. Working with department heads to create department budgets. Upcoming items/project – Electric fund tabled to May 13 th ; in mean time, will work on liability questions and other possible options with cost.
POLICE	Report written by Michael Shields. The Police Department has handled numerous calls during this period from dog bites to animal control, civil standbys/child exchanges, citizens assist, lake patrol and safety checks. Citations and warnings for traffic violations, conducted motorist assist situations and conducted accident reports. Assisted other agencies with calls and traffic situations. During this quarterly period, the Police Department has conducted numerous investigations and made several arrests. Some ranging from driving while suspended, possession of marijuana and possession of drug paraphernalia. Other more serious crimes we have investigated and arrested subjects on stem from theft reports, domestic battery, child abuse, aggravated battery with a knife, criminal threat and distribution of child pornography. Conducted a class at LCHS pertaining to safe dating and human trafficking. All officers are finalizing training to maintain their certifications with various trainings. Been working with Audree on designs and signage for the Police Department and redoing the sign at the Fire Department, should be seeing and receiving new signage soon. Officer Brian Sinclair resigned to take a position with Oswego Police Department, and hired Officer Jonathon Davis who is attending KLETC for the next 14 weeks. People will see several new faces patrolling the City while Officer Davis is gone to the academy.
UTILITY	<p>Report written by Brad Myers. Installed water, gas and sewer to new garage on 7th Street, met with Sheriff, Police and Fire Departments on public awareness and emergency response capabilities. 101 S Wells - replaced water valve and moved gas meter to the house. Hauled rock and spread at the Lake and added culvert extensions at residence on North Gartner. GMC Dump Truck – repaired taillight, air leaks and oil leaks to bring up to specks for CDL. Congrats to Justin Bertling for passing his CDL. Moved snow and sent annual 7100 report to PHMSA for Gas. We had 7 frozen water meters and valves in the cold spell. Water and Waste Water audit from KDHE, Gas Audit from KCC, yearly welding tests and emergency plan revised (USDI). Replaced water heater in the Police Department and took out sink to make a new shower for them. Worked on getting bids for lagoon hedge row removal. Mowed, weed eat, sprayed and cut trees at the Pool and Park, cleaned up from sewer project behind pool and leveled spot at the Lake for the swing set. Brad and Audree are planning on attending the Commission meeting for chip and seal, sidearm mowing and pump, if we need to lower the lake for the overflow lining. Bulk trash.</p> <p>Mayor Hayward asked about the tree branches around the electric lines. Brad said they were still able to maintain them. Audree noted that Brad Myers and the utility department received the Distinguished Award at the Lions Annual meeting.</p>
COUNCIL TABLES	<p>Audree presented a quote for four 96” by 18” tables at \$98.99 each for the Council Room.</p> <p>Councilmember Cochran moved and Souders seconded to allow Audree to purchase four 96” by 18” tables for \$98.99 each. Motion carried.</p>
FENCE BID	<p>Bids were presented to Council for installing a fence between the City’s Lagoon and the Cemetery. Jeremy Bates - \$3,550.00, Jordan Day (Daybreak Fencing) - \$4,480.74, Bob Spencer - \$4,001.00 and 4 State Fencing - \$5,887.00.</p> <p>Councilmember Cochran moved and Coffey seconded to approve the bid from Jeremy Bates for \$3,550.00 for the fence at the lagoon. Motion carried.</p>

MINUTES
CITY OF ALTAMONT
April 8, 2021
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HEDGE ROW REMOVAL	<p>Bids were presented to Council for removing the hedge row between the City’s Lagoon pond and the Cemetery. Myers Dozer Service - \$9,700.00 and Clint Hanigan - \$9,300.00.</p> <p>Councilmember Cochran moved and Souders seconded to approve the bid from Clint Hanigan for \$9,300.00 for hedge row removal. Motion carried.</p>
20 ACRES	<p>Bids were presented to Council for baling hay on the 20 acres. Jeremy Bates - \$102.00, Joe Stice - \$8.00 per bale and Bradley Herold - \$650.</p> <p>Councilmember Cochran moved and Coffey seconded to approve the bid for the 20 acres to Bradley Herold for \$650.00. Motion carried.</p>
EMILY SMITH	<p>Emily Smith applied for the Economic Development Incentive for her business S3 Screen Printing.</p> <p>Councilmember Cochran moved and Souders seconded to approve the Economic Development Incentive for S3 Screen Printing. Motion carried.</p>
STREET SWEEPER	<p>Circle E Auction submitted a quote for a JCT 72” sweeper broom with bucket, skid steer quick attach, brand new for \$2,400.00. The City hires the County to come and sweep the streets. The County doesn’t always have time to do it. This equipment would pick up the loose material. It would also help with salt and sand after a storm. Councilmember Coffey mentioned the City could use it when we repaint the streets and for painting the crosswalks.</p> <p>Councilmember Cochran moved and Coffey seconded to allow Brad to purchase the sweeper skid steer attachment from Circle E Auction for \$2,400.00. Motion carried.</p>
POOL CONTRACT	<p>The 2021 Swimming Pool Manager Contract was presented to Council with Paige March as the Manager. Mayor Hayward asked if we need to leave participants temperatures at 100.4. Councilmember Cochran thinks by the time the Pool opens it may not be an issue. Audree said we can lessen the regulations when we get to that point.</p> <p>Councilmember Cochran moved and Souders seconded to approve the 2021 Swimming Pool Manager Contract between the City and Paige March. Motion carried.</p>
KMU SAFETY MEETINGS	<p>An Agreement for Services for Kansas Municipal Utilities (KMU) was presented to Council for an annual price of \$3,000.00. Brad stated the Utility Department has to do monthly safety training. Using KMU could get the Utility Department at least one water and one waste water credit for continuing education. It would save a lot of time for the employees. It would also be used for audit and work comp insurance. KMU will do the standard meetings that are required. Audree stated KMU sets the standard for safety through the State. They will give more in-depth safety meetings and training will be on site. Mayor Hayward noted the contract needed to be updated with the correct town information.</p> <p>Councilmember Cochran moved and Souders seconded to enter into an agreement with KMU for safety training for our employees for \$3,000.00 annually. Motion carried.</p>
PAYMENT AGREEMENTS	<p>Payment agreements must be made for April bill by April 16th with twenty percent payment due by May 27.</p>
LIEAP	<p>Low Income Energy Assistance Program applications are due by May 28th.</p>
THANK YOU	<p>Council received a Thank You from the Eugene Meeks family.</p>
COUNCIL MEETING	<p>The next Council meeting will be April 22 at 7:00 PM.</p>
ADJOURNMENT	<p>Councilmember Cochran moved and Souders seconded to adjourn the Council meeting at 7:44 PM. Motion carried.</p>

DATE

LeaAnn Myers, City Clerk

Approved Invoices by Vendor Name- Summary

City of Altamont

Vendor	Invoice	PO	Description	Account Description	Invoice Amt
ADVANCE INSURANCE COMPANY (885)					
	Advance Life-4		Life Insurance Premiums	Benefits	\$6.36
	Advance Life-4		Life Insurance Premiums	Benefits	\$12.90
	Advance Life-4		Life Insurance Premiums	Benefits	\$6.36
	Advance Life-4		Life Insurance Premiums	Benefits	\$6.36
	Advance Life-4		Life Insurance Premiums	Benefits	\$6.36
	Advance Life-4		Life Insurance Premiums	Benefits	\$6.36
	Advance Life-4		Life Insurance Premiums	Benefits	\$14.90
Subtotal for Vendor ADVANCE INSURANCE COMPANY :					\$59.60
Als Fitness Center (79500)					
	Als-4		Als Fitness	Benefits	\$25.00
	Als-4		Als Fitness	Benefits	\$10.00
	Als-4		Als Fitness	Benefits	\$10.00
	Als-4		Als Fitness	Benefits	\$6.00
	Als-4		Als Fitness	Benefits	\$6.00
	Als-4		Als Fitness	Benefits	\$6.00
	Als-4		Als Fitness	Benefits	\$6.00
	Als-4		Als Fitness	Benefits	\$6.00
	Als-4		Als Fitness	Benefits	\$20.00
	Als-4		Als Fitness	Contractual	\$55.00
Subtotal for Vendor Als Fitness Center :					\$150.00
Altamont Disc Golf (422)					
	042021		Disc Golf Annual Donation	Contractual	\$100.00
Subtotal for Vendor Altamont Disc Golf :					\$100.00
CenturyLink (2111)					
	Century Link-6		phone bill	Bldg Cost/ Utilities/ Phone	\$55.00
	Century Link-6		phone bill	Bldg Cost/ Utilities/ Phone	\$55.00
	Century Link-6		phone bill	Contractual	\$55.00
	Century Link-6		phone bill	Bldg Cost/ Utilities/ Phone	\$58.00

Approved Invoices by Vendor Name- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
CenturyLink (2111)				
Century Link-6		phone bill	Bldg Cost/ Utilities/ Phone	\$55.00
Century Link-6		phone bill	Bldg Cost/ Utilities/ Phone	\$55.00
Century Link-6		phone bill	Bldg Cost/ Utilities/ Phone	\$61.48
Century Link-6		phone bill	Bldg Cost/ Utilities/ Phone	\$55.00
Subtotal for Vendor CenturyLink :				\$449.48
City of Altamont Petty cash (40)				
042021		Park Building Refund, PD Certified Mail	Park Building Deposit Refunds	\$80.00
042021		Park Building Refund, PD Certified Mail	Contractual	\$4.35
Subtotal for Vendor City of Altamont Petty cash :				\$84.35
Computer Information Concepts (402)				
32349		Annual Agreement	Contractual	\$338.57
32349		Annual Agreement	Contractual	\$338.57
32349		Annual Agreement	Contractual	\$338.57
32349		Annual Agreement	Contractual	\$338.57
32349		Annual Agreement	Contractual	\$338.58
32349		Annual Agreement	Contractual	\$338.57
32349		Annual Agreement	Contractual	\$338.57
Subtotal for Vendor Computer Information Concepts :				\$2,370.00
Corner Store (404)				
03312021		Diesel for Trash Truck	Vehicle	\$406.52
Subtotal for Vendor Corner Store :				\$406.52
Dollar General-Regions 410526 (79653)				
04042021		cleaning supplies, lights, water, supplies for pd shower,	Commodities	\$9.75
04042021		cleaning supplies, lights, water, supplies for pd shower,	Commodities	\$35.00
04042021		cleaning supplies, lights, water, supplies for pd shower,	Commodities	\$214.25
Subtotal for Vendor Dollar General-Regions 410526 :				\$259.00

Approved Invoices by Vendor Name- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
HEATSHARE DONATIONS (681)				
Heatshare-4		Heatshare	Contractual	\$423.05
Subtotal for Vendor HEATSHARE DONATIONS :				\$423.05
HIGHER CALLING TECHNOLOGIES LLC (691)				
HigherCalling Server-5		Server Backup	Contractual	\$10.95
HigherCalling Server-5		Server Backup	Contractual	\$10.95
HigherCalling Server-5		Server Backup	Contractual	\$32.85
HigherCalling Server-5		Server Backup	Contractual	\$76.65
HigherCalling Server-5		Server Backup	Contractual	\$32.85
HigherCalling Server-5		Server Backup	Contractual	\$54.75
Subtotal for Vendor HIGHER CALLING TECHNOLOGIES				\$219.00
Hockett's Auto & Diesel LCC (80059)				
1312,1311		Tire, control arm, labor	Vehicle	\$593.52
Subtotal for Vendor Hockett's Auto & Diesel LCC :				\$593.52
HUGO'S INDUSTRIAL SUPPLY (740)				
259055		center pulls, tissue, trash bags	Commodities	\$250.85
Subtotal for Vendor HUGO'S INDUSTRIAL SUPPLY :				\$250.85
KANSAS DEPARTMENT OF LABOR (863)				
429146265		Kansas Umemployment Tax	Benefits	\$163.47
429146265		Kansas Umemployment Tax	Benefits	\$163.46
429146265		Kansas Umemployment Tax	Benefits	\$163.46
429146265		Kansas Umemployment Tax	Benefits	\$163.46
429146265		Kansas Umemployment Tax	Benefits	\$163.46
429146265		Kansas Umemployment Tax	Benefits	\$163.46
429146265		Kansas Umemployment Tax	Benefits	\$163.46
Subtotal for Vendor KANSAS DEPARTMENT OF LABOR :				\$1,144.23
KANSAS DEPARTMENT OF REVENUE (865)				
KDOR-3		Utility Sales Tax	Contractual	\$16,627.66

Approved Invoices by Vendor Name- Summary

City of Altamont

Vendor	Invoice	PO	Description	Account Description	Invoice Amt
KANSAS DEPARTMENT OF REVENUE (865)					
Subtotal for Vendor KANSAS DEPARTMENT OF REVENUE					\$16,627.66
KANSAS DEPT OF REVENUE (866)					
	1 Qtr 2021		Water Protection and Clean Drinking Water Fees	Contractual	\$371.32
Subtotal for Vendor KANSAS DEPT OF REVENUE :					\$371.32
KANSAS MUNICIPAL ENERGY AGENCY (949)					
	KMEA-4		Electric Utility Costs	Utility Costs	\$35,769.69
Subtotal for Vendor KANSAS MUNICIPAL ENERGY AGEN					\$35,769.69
Kansas Municipal Gas Agency (950)					
	KMGA-4		GAS	Utility Costs	\$7,647.82
Subtotal for Vendor Kansas Municipal Gas Agency :					\$7,647.82
KANSAS MUNICIPAL UTILITIES,INC (960)					
	16090		KMU Regional Training, 2021 Dues	Training/ Conferences/ Dues	\$150.00
	16090		KMU Regional Training, 2021 Dues	Training/ Conferences/ Dues	\$150.00
	16090		KMU Regional Training, 2021 Dues	Training/ Conferences/ Dues	\$150.00
	16090		KMU Regional Training, 2021 Dues	Training/ Conferences/ Dues	\$150.00
	16090		KMU Regional Training, 2021 Dues	Training/ Conferences/ Dues	\$150.00
Subtotal for Vendor KANSAS MUNICIPAL UTILITIES,INC :					\$750.00
KANSAS STATE TREASURER (971)					
	042021		Water Bond	Contractual	\$40,575.98
Subtotal for Vendor KANSAS STATE TREASURER :					\$40,575.98
KDHE - WATER - ENVIRON. LABS (940)					
	48600		Drinking Water and THMs	Contractual	\$122.00
Subtotal for Vendor KDHE - WATER - ENVIRON. LABS :					\$122.00
Labette County Health Dept. (1048)					
	0321		PD Physical	Contractual	\$66.00

Approved Invoices by Vendor Name- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
Labette County Health Dept. (1048)				
Subtotal for Vendor Labette County Health Dept. :				\$66.00
LeaAnn Myers (1373)				
042021		Mileage to Lawrence	Training/ Conferences/ Dues	\$164.08
Subtotal for Vendor LeaAnn Myers :				\$164.08
LEAGUE OF KANSAS (980)				
21990		MTI Municipal Finance	Training/ Conferences/ Dues	\$50.00
Subtotal for Vendor LEAGUE OF KANSAS :				\$50.00
MERIDIAN ANALYTICAL LABS, LLC (2306)				
2100153		Lagoon Testing	Contractual	\$259.35
Subtotal for Vendor MERIDIAN ANALYTICAL LABS, LLC :				\$259.35
MIDWEST MINERALS, LLC (1340)				
498015		rock pile and lake	Commodities	\$255.89
498015		rock pile and lake	Commodities	\$400.00
498015		rock pile and lake	Commodities	\$100.00
498015		rock pile and lake	Commodities	\$100.00
Subtotal for Vendor MIDWEST MINERALS, LLC :				\$855.89
POSTMASTER (1660)				
Post Master-5		Postage	Contractual	\$35.00
Post Master-5		Postage	Contractual	\$35.00
Post Master-5		Postage	Contractual	\$35.00
Post Master-5		Postage	Contractual	\$35.00
Post Master-5		Postage	Contractual	\$35.00
Post Master-5		Postage	Contractual	\$25.00
Subtotal for Vendor POSTMASTER :				\$200.00
Tim's Shop (2245)				
17360		Street Broom	Commodities	\$168.98

Approved Invoices by Vendor Name- Summary

City of Altamont

Vendor				
Invoice	PO	Description	Account Description	Invoice Amt
<hr/>				
Tim's Shop (2245)				
<hr/>				
Subtotal for Vendor Tim's Shop :				\$168.98
<hr/>				
Verizon (83)				
Verizon-5		Cell Phone Bill	Bldg Cost/ Utilities/ Phone	\$140.04
<hr/>				
Subtotal for Vendor Verizon :				\$140.04

Approved Invoices by Vendor Name- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
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Grand Total: \$110,278.41

Approved Invoices - Fund/Dept. Totals

Fund	Fund Total	Fund Name
01 General Fund		
01 General Government	\$902.24	
02 Gen Police	\$1,274.52	
03 General Court	\$25.00	
04 General Fire	\$10.00	
05 General Park	\$340.60	
06 General Street	\$424.87	
	<hr/>	
	\$2,977.23	
04 Library		
00 NonDepartmental	\$10.00	
	<hr/>	
	\$10.00	
09 Lake Fund		
00 NonDepartmental	\$893.57	
	<hr/>	
	\$893.57	
50 Water Utility Fund		
00 NonDepartmental	\$1,380.56	
	<hr/>	
	\$1,380.56	
51 Electric Utility Fund		
00 NonDepartmental	\$36,603.74	
	<hr/>	
	\$36,603.74	
52 Gas Utility Fund		

Approved Invoices by Vendor Name- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
	00	NonDepartmental	\$8,435.06	
			\$8,435.06	
	53	Sewer Utility Fund		
	00	NonDepartmental	\$1,124.69	
			\$1,124.69	
	54	Sanitation Utility Fund		
	00	NonDepartmental	\$1,171.87	
			\$1,171.87	
	60	Sales Tax		
	00	NonDepartmental	\$16,627.66	
			\$16,627.66	
	61	Heatshare		
	00	NonDepartmental	\$423.05	
			\$423.05	
	65	Al's Fitness Center		
	00	NonDepartmental	\$55.00	
			\$55.00	
	75	Water Bond and Interest		
	00	NonDepartmental	\$40,575.98	
			\$40,575.98	
		Grand Total:	\$110,278.41	

Approved Invoices by Vendor Name- Summary

City of Altamont

Vendor				
Invoice	PO	Description	Account Description	Invoice Amt
Circle E Auction (80185)				
04092021		Sweeper Broom Attachment	Commodities	\$2,400.00
Subtotal for Vendor Circle E Auction :				\$2,400.00
CITY OF ALTAMONT (60)				
04092021		Business Incentive Acct # 2204-79590	Contractual	\$200.00
04092021		Business Incentive Acct # 2204-79590	Contractual	\$200.00
04092021		Business Incentive Acct # 2204-79590	Contractual	\$200.00
04092021		Business Incentive Acct # 2204-79590	Contractual	\$200.00
04092021		Business Incentive Acct # 2204-79590	Contractual	\$200.00
Subtotal for Vendor CITY OF ALTAMONT :				\$1,000.00

Approved Invoices by Vendor Name- Summary

City of Altamont

Vendor Invoice	PO	Description	Account Description	Invoice Amt
			Grand Total:	\$3,400.00

Approved Invoices - Fund/Dept. Totals

Fund	Fund Total	Fund Name
03 Municipal Equipment Reser		
00 NonDepartmental		\$2,400.00
		<hr/> \$2,400.00
50 Water Utility Fund		
00 NonDepartmental		\$200.00
		<hr/> \$200.00
51 Electric Utility Fund		
00 NonDepartmental		\$200.00
		<hr/> \$200.00
52 Gas Utility Fund		
00 NonDepartmental		\$200.00
		<hr/> \$200.00
53 Sewer Utility Fund		
00 NonDepartmental		\$200.00
		<hr/> \$200.00
54 Sanitation Utility Fund		
00 NonDepartmental		\$200.00
		<hr/> \$200.00
Grand Total:		<hr/> \$3,400.00

AP Check Register (APLT43)

City of Altamont

		Check No	Check Date	Vendor No	Vendor Name	Check Amount
Bank No:	1	Account: 006572				
		34559	4/22/2021	885	ADVANCE INSURANCE COMPANY	\$59.60
		34560	4/22/2021	79500	Als Fitness Center	\$150.00
		34561	4/22/2021	422	Altamont Disc Golf	\$100.00
		34562	4/22/2021	2111	CenturyLink	\$449.48
		34563	4/22/2021	40	City of Altamont Petty cash	\$84.35
		34564	4/22/2021	402	Computer Information Concepts	\$2,370.00
		34565	4/22/2021	404	Corner Store	\$406.52
		34566	4/22/2021	79653	Dollar General-Regions 410526	\$259.00
		34567	4/22/2021	681	HEATSHARE DONATIONS	\$423.05
		34568	4/22/2021	691	HIGHER CALLING TECHNOLOGIES LLC	\$219.00
		34569	4/22/2021	80059	Hockett's Auto & Diesel LCC	\$593.52
		34570	4/22/2021	740	HUGO'S INDUSTRIAL SUPPLY	\$250.85
		34571	4/22/2021	866	KANSAS DEPT OF REVENUE	\$371.32
		34572	4/22/2021	949	KANSAS MUNICIPAL ENERGY AGENCY	\$35,769.69
		34573	4/22/2021	950	Kansas Municipal Gas Agency	\$7,647.82
		34574	4/22/2021	960	KANSAS MUNICIPAL UTILITIES,INC	\$750.00
		34575	4/22/2021	971	KANSAS STATE TREASURER	\$40,575.98
		34576	4/22/2021	940	KDHE - WATER - ENVIRON. LABS	\$122.00
		34577	4/22/2021	1048	Labette County Health Dept.	\$66.00
		34578	4/22/2021	1373	LeaAnn Myers	\$164.08
		34579	4/22/2021	980	LEAGUE OF KANSAS	\$50.00
		34580	4/22/2021	2306	MERIDIAN ANALYTICAL LABS, LLC	\$259.35
		34581	4/22/2021	1340	MIDWEST MINERALS, LLC	\$855.89

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

Check No	Check Date	Vendor No	Vendor Name	Check Amount
34582	4/22/2021	1660	POSTMASTER	\$200.00
34583	4/22/2021	2245	Tim's Shop	\$168.98
34584	4/22/2021	83	Verizon	\$140.04
Bank Account Totals:				\$92,506.52
Total Of Checks:				\$92,506.52

AP Check Register (APLT43)

City of Altamont

Check No		Check Date	Vendor No	Vendor Name	Check Amount
Bank No:	1	Account:	006572		
	34549	4/9/2021	80185	Circle E Auction	\$2,400.00
	34550	4/9/2021	60	CITY OF ALTAMONT	\$1,000.00
Bank Account Totals:					\$3,400.00
Total Of Checks:					\$3,400.00

AP Wire Register (APLT44)

City of Altamont

Wire Nbr.	Wire Date	Vendor No	Vendor Name	Wire Amount
Bank No:	1	Account:	006572	
-785	4/22/2021	865	KANSAS DEPARTMENT OF REVENUE	\$16,627.66
-784	4/22/2021	863	KANSAS DEPARTMENT OF LABOR	\$1,144.23
Bank Account Totals:				\$17,771.89
Total Of Wires:				\$17,771.89

City of Altamont
City Council
407 S Huston
PO Box 305
Altamont, KS. 67330

April 5, 2021

Dear City Council,

Please find enclosed a request to install a new welcome sign at each entrance to the Louie P. Gartner Recreation Area. Commonly known as the Idle Hour Lake, the area has become a great destination for many campers, fisherman and disc golf enthusiast. I commend former Lake Board members, Councils and the current Council for keeping this area an awesome place for people to get outside and enjoy.

My Grandfather Louie was a former councilmember, mayor, and businessman here in Altamont for many years. The Lake was his favorite. He loved serving the citizens of Altamont and was involved in 2 projects to bring the lake water to the citizens, once in the 1950's and again in the late 70's. As many know, he was also an avid fisherman. His old green Chevy truck could be spotted at the lake numerous times throughout the summer. Later the Kansas Department of Wildlife and Parks designated the Lake and area around it the Louie P Gartner Recreation Area. An honor, we as his family were extremely humble by as he was a man who didn't want recognition, as he thought it was the right thing to do, serving the community. Though he was proud to have a street here in town with his last name!

As a family we are pleased with the commitment the City continues to show toward the maintenance and upkeep of the recreation area. It is a valuable resource for our community. Now to further enhance the identification of the area and to possibly reduce the maintenance needs for signage, we are requesting that signs be placed at each entrance. Louie's son, my Dad, Jerry passed in 2020. One of the things we spoke about in recent months before his death was speaking with the Council about upgrading or doing some new signs. When he passed, we the family, established a memorial for the installation of signs at the Louie Gartner Recreation Area. It is my understanding that just over 1500.00 was given by friends and family for this endeavor.

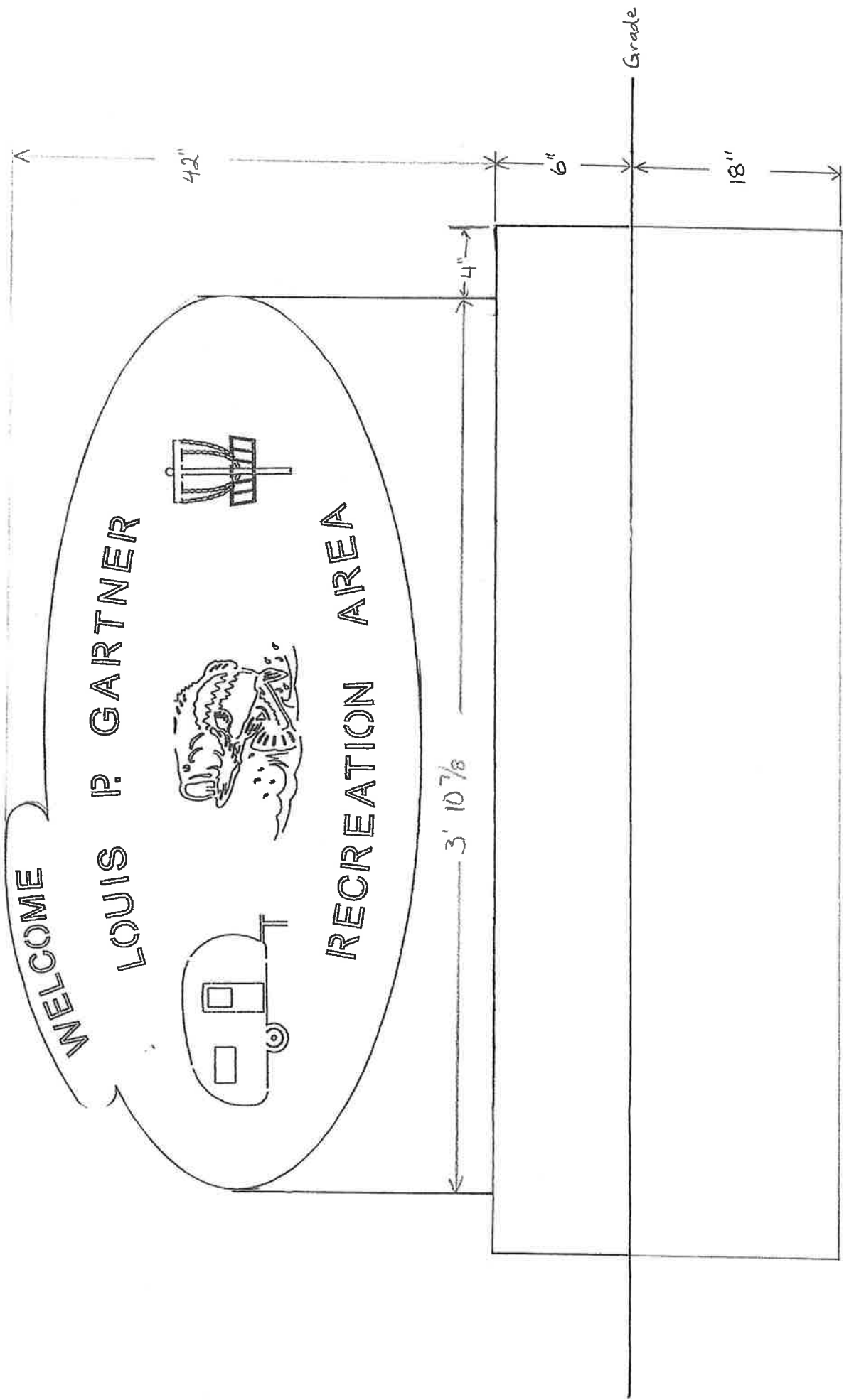
I have enclosed a drawing of what I am proposing. I tried to figure out a sign that would not be a maintenance issue and could be lasting. The sign I have proposed is a concrete monument style with a Lasercut piece of plate steel mounted to the face on either one side or both, depending on your thoughts on where to place the sign. I have secured quotes for all the materials and have planned on doing most of the work myself. I would ask for help in excavation of the area for a footing. The concrete monument piece would have #5 rebar reinforcement, some chamfered edges and be sealed. The plate steel would be sealed, with no paint or coating other than a sealer. In the quotes, I specified 4 signs be cut, so if the sign was a one-sided sign it would have a replacement sign for the future.

As you can see, the sign is a basic representation of what the recreation area provides. Fishing, disc golf, and camping. It would be a neat addition to the area and not a maintenance issue, while providing a remembrance for my Grandfather and his dedication and love for the Idle Hour Lake. I would say that this does not have to be the sign, but something we as a family have thought about and think would provide a welcome to the area, be low maintenance and come within the budget provided by the memorial contributions.

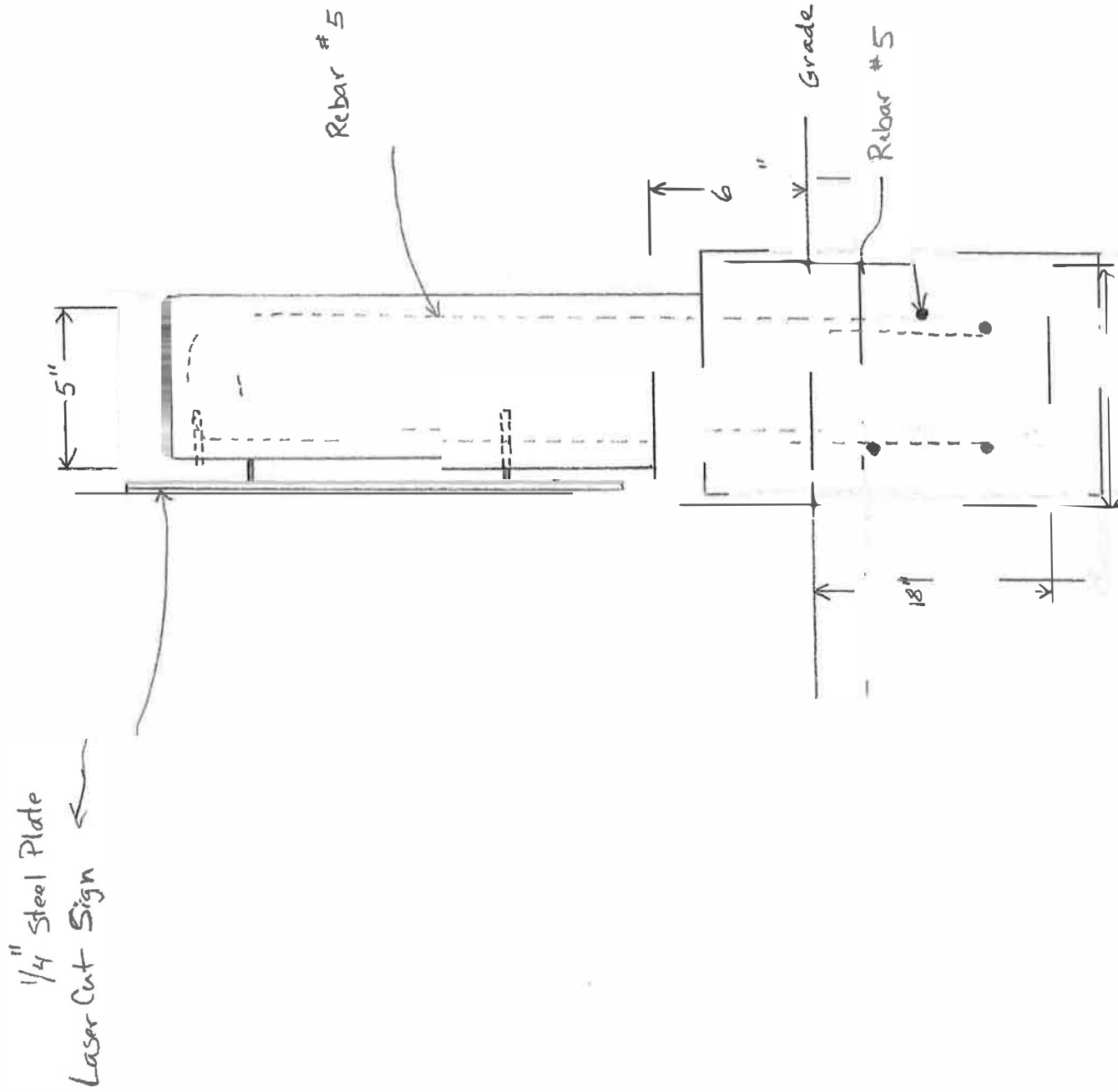
Sincerely,

A handwritten signature in black ink that reads "Rob Gartner" followed by a small flourish.

Rob Gartner



Side View



**City Administrator Report
City Council April 22, 2021****Working Items / Projects**

- 1) Natural Gas/ Energy Crisis – Payment agreements due by April 16th. 20% of April bill due by April 27th. Extension may be requested with Council approval. Start looking into Gas purchasing agents/ KMGa. Starting to make adjustments on accounts and data entry of payment agreements.
- 2) The draft of the Personnel Handbook is complete. Reviewing with department heads for revisions.
- 3) 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.
- 4) Data entry of open cases into new court software.
- 5) Departments have budget worksheets. Due by May 28th.
- 6) Wave Wireless anticipates updating council room by end of the month.
- 7) The City of Altamont is anticipated to receive \$142,662 from American Rescue Plan.
- 8) The old swing set at the Lake is starting to deteriorate. We got pricing for pre-engineered swing-set. Brad is worried about the liability and durability of making the swings set ourselves.
- 9) KMU Safety meetings starting this month. First meeting is April 22nd. Meetings will be on the first Thursday of the month at 10:00AM.

Upcoming Items/ Projects

- 1) Electric Fund
 - a. Tabled to May 13th





Miracle Recreation Equip. Co.
878 E. US Hwy 60
Monett, MO 65708
1-888-458-2752

QUOTE: R0022212036
CUSTOMER: 6733A02

Prepared For:

LeaAnn Myers
CITY OF ALTAMONT
P.O.BOX 305
ALTAMONT, KS 67330
(620) 784-5612 (phone)
cityoffice@altamontks.com

Project Name & Location:

Attn: Swing frames

Prepared by:

Custom Play Systems

5901 NE Diamond Circle
Lees Summit, MO 64064
(816) 350-0080 (phone)
(816) 350-0080 (fax)
miraclerecreation@yahoo.com

Ship To Address:

LeaAnn Myers
CITY OF ALTAMONT
407 S HUSTON
ALTAMONT, KS 67330
(620) 784-5612 (phone)
cityoffice@altamontks.com

End User:

LeaAnn Myers
CITY OF ALTAMONT
P.O.BOX 305
ALTAMONT, KS 67330
(620) 784-5612 (phone)
cityoffice@altamontks.com

Quote Number: R0022212036
Quote Date: 4/15/2021
Valid For: 30 Days From Quote Date

PlayArea_Q1

Product line: Freestanding
Age group:

Global defaults

Leg	TEAL
Swing Seat 01	BLUE
Swing Seat 02	BLUE
Swing Seat 03	BLUE
Swing Seat 04	BLUE
Toprail	SILVER

Components

Part Number	Description	Qty	Weight	Unit Price	Total
7188524SW	SALE - 3 1/2" OD ARCH SWG W/4 S/P SEATS MC	2	360.00	1,799.00	3,598.00

Additional Items

Part Number	Description	Qty	Weight	Unit Price	Total
925961	THUMB DRIVE 2GB - MREC	1	0.00	0.00	0.00

926021	MREC CARD F/THUMB DRIVE	1	0.00	0.00	0.00
INSTALL	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00	0.00
BOOK					

Totals:

Equipment Weight:	720.00 lbs
Equipment List:	\$3,598.00
Discount Amount:	-\$0.00
Equipment Price:	\$3,598.00
Freight:	\$290.00 Code: 1
Installation:	\$0.00
Products by Other:	\$0.00
SubTotal:	\$3,888.00
Estimated Sales Tax*:	\$0.00
Grand Total:	\$3,888.00

Notes:

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number:	R0022212036	Quote Date:	4/15/2021	Equipment:	\$3,598.00	Grand Total:	\$3,888.00
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CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By	Printed Name and Title	Date
THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT		
By:		

Date:

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the

4/15/2021

QUOTE: R0022212036

Page 2 of 3

terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Rev E 021815

4/15/2021

QUOTE: R0022212036

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Agenda

ANNUAL PEOPLEWARE AGREEMENT

THIS AGREEMENT is made and entered into as of May 1, 2021 by and between

Computer Information Concepts, Inc.
2843 31st Avenue
Greeley, Colorado 80631

a Colorado Corporation, hereinafter referred to as "CIC" and

City of Altamont
407 S. Huston Avenue
Altamont, Kansas 67330

hereinafter referred to as "Customer".

WITNESSETH:

WHEREAS, CIC has determined to provide Customer access to support, enhancements and training for Customer's computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment, hereinafter referred to as "Annual PEOPLEWARE" and additional products and/or services Customer may request in the future, to maintain or enhance Customer's automation environment, hereinafter referred to as "Products / Services"; and

WHEREAS, Customer has elected to purchase CIC's Annual PEOPLEWARE as evidenced on Exhibit A, attached hereto and by this reference made a part hereof, and in the future may purchase additional Products / Services, as will then be evidenced on Exhibit B(s), "SAMPLE" attached hereto and by this reference made a part hereof.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree that CIC will deliver Annual PEOPLEWARE to Customer, twenty-four (24) hours/day, seven (7) days/week.

ANNUAL PEOPLEWARE

A. Hardware

Maintenance - CIC will assist in problem determination and cooperate with Customer and Customer's maintenance personnel to maximize up time. Although CIC may recommend computer hardware maintenance options, actual agreement execution and resultant costs, remain Customer's responsibility.

Emergency Backup - CIC will provide personnel to assist Customer in locating backup computer hardware, coordinate the temporary relocation of Customer's operating / application systems / data and assist in Customer's emergency processing, at CIC's then current hourly rate.

B. Software

Operating Systems – CIC trained personnel will promptly respond / resolve all connectivity and communication questions, problems, etc. encountered in the use of your hardware, operating systems, local area and wide area networks, including hubs, routers, VPN devices, communication lines, etc. and will inform, recommend and assist you in ordering / pre-testing all future operating system releases, enhancements and/or program temporary fixes from CIC's vendors necessary to maintain your hardware at a level supportable by CIC.

Application Systems – CIC develops and maintains a working knowledge of not only the Application Systems, but more importantly, how each of our many features are currently used in your operation, permitting our PEOPLEWARE Team's active participation in recommending procedural changes necessary to increase utilization of our new features and enhancements as they become available. Following initial implementation, CIC will continue to inform, recommend and assist in ordering, providing and pre-testing all new Application System Releases, Enhancements and/or Program Temporary Fixes from CIC's vendors, as necessary, to maintain your software at a level supportable by CIC.

Future Releases / Enhancements / Program Temporary Fixes – CIC will inform, recommend and assist Customer in ordering / pre-testing all future operating or application system releases, enhancements and/or program temporary fixes from CIC and CIC's vendors necessary to maintain Customer at a level supportable by CIC. Actual acquisition and/or on-site installation / implementation costs for such future releases, enhancements and/or program temporary fixes remain Customer's responsibility unless specifically included on Exhibit A.

C. PEOPLEWARE

“INSTANT Response” – Customers utilizing our **“Internet Accessible” Annual PEOPLEWARE System (APS)** to log support calls by **“Task Code” - Twenty-Four (24) Hours/Day – Seven (7) Days/Week**, may enter their specific questions and/or concerns in their own words, attach all related screen / report images for further clarification, select priority / maximum response times of **IMMEDIATE**, 2, 4 or 8 working hours and receive automatic e-mail updates triggered by every support call action.

1. **APS** provides retrieval / displays CIC's resolution documentation for a date range within the same **“Task Code”** to our staff, providing immediate resolution for a high percentage of your support calls along with excellent cross training to prevent related calls in the future.

2. Our **APS “Quick Reference”** also provides Customers instant access to our most current Web Based Documentation for your specific **“Task Code”**, saving you valuable time normally spent looking for your current copy of CIC's manual or the applicable section, page and paragraph.

3. **APS** enables our Customers to confirm CIC's open support call status (Internet & Telephone), reassignment, escalation and projected resolution date / time plus provide an opportunity for our Customers to add additional information to their original open call(s) at any time.

4. When requested, **APS** displays a list of current **“PeopleWires”**, which describe CIC known problems / issues communicated to our Customers. If a CIC program temporary fix (PTF) is available, our FTP location and automatic downloading instructions will be provided. Otherwise, CIC's recommended “temporary work around” with instructions can be viewed and printed, along with our current estimated PTF availability.

5. Finally, using **APS**, Customers are provided the ability to access their Support Issues, along with all associated Actions and Resolutions, that have been closed within the past year by "Keyword", Date Range and/or Reference Number.

Toll Free Access – CIC will continue to provide Customer with toll free telephone access plus CIC's assistance in entering Customer's questions / concerns and requested maximum response time of 2, 4 or 8 working hours into CIC's Annual PEOPLEWARE System.

Support – In summary, CIC will provide the computer hardware, operating and application systems, communication networks and/or other related support necessary to assure Customer's optimum utilization of existing / future functionality regardless of Customer's employee turnover, reassignment and/or future operating or application system releases, enhancements and/or program temporary fixes, by telephone, "**DESKTOP Response**" and/or "**ON-DEMAND Response**" unless, dependent upon severity, expediency and other pertinent factors, CIC determines to travel to Customer's location.

Training - CIC will also provide the computer hardware, operating and application systems, communication networks and/or other related training necessary to assure Customer's optimum utilization of existing / future functionality regardless of Customer's employee turnover, reassignment and/or future operating or application system releases, enhancements and/or program temporary fixes, at CIC's then current telephone / "**DESKTOP Response**" / "**ON-DEMAND Response**" hourly rates or regional workshop / on-site daily rates.

Problem Identification / Vendor Communication - Customer assumes responsibility for identifying probable cause and providing additional information as required, to assist CIC and CIC's vendors in resolving Customer's questions / concerns. CIC assumes exclusive responsibility for communicating and coordinating with all vendors in resolving Customer's questions / concerns.

Products / Services - CIC will maintain the configuration, system / communication schematics, file utilization and staff knowledge necessary to assure the continuing compatibility of any Products / Services purchased from CIC with Customer's existing computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment.

Site Evaluation - CIC will periodically review and discuss Customer's satisfaction with the Annual PEOPLEWARE and Products / Services provided by CIC and CIC's vendors, the effectiveness of Customer's computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment and recommend additional Annual PEOPLEWARE and/or Products / Services for Customer's consideration.

GENERAL

Delivery - Although CIC may assist Customer in purchasing and coordinating the timely delivery and installation of Products / Services from CIC's vendors, CIC shall not be liable for any damages, penalty for delay in delivery and/or failure to give notice of delay when such delay is due to acts of God, delay in transportation, delay in delivery or any other causes beyond the reasonable control of CIC.

Access - Subject to statutory or Customer determined limitations, Customer agrees to permit CIC's employees access to Customer's computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment including access to Customer's Internet connection and a telephone, for purposes of performing CIC's obligations under this Agreement.

Customer further agrees to make its employees available to CIC at Customer's location to facilitate effective implementation / utilization of Annual PEOPLEWARE and/or Products / Services and understands that failure to do so can result in additional CIC effort / time, which may be billable to Customer.

Non-Disclosure - CIC and Customer acknowledge confidential information considered proprietary by one of the parties may be furnished by it to the other party from time to time in the performance of this Agreement. CIC and Customer agree to not discuss, reveal or provide such confidential information except to the extent disclosure is required by law or by an order of a court of competent jurisdiction.

The parties further agree the proprietary nature of CIC's Annual PEOPLEWARE procedures and related documentation are of substantial importance and it shall be Customer's obligation to protect said procedures and related documentation from unauthorized disclosure or use and to destroy all such confidential information upon the expiration or termination of this Agreement.

Additional Expenses – All miscellaneous expenses incurred by CIC, i.e., travel, mileage, lodging and meals are additional and will be invoiced at cost and paid monthly to CIC by Customer upon receipt of invoice, unless otherwise stated herein.

Financial Liability – Each party shall be solely responsible for any liability resulting from that party's negligence.

Ownership - Customer will defend and indemnify CIC against any claim or legal proceedings with regard to Customer's proprietary rights to use all computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment. CIC will defend and indemnify Customer against any claim or legal proceedings with regard to CIC's proprietary rights to provide the Annual PEOPLEWARE and Products / Services delivered in this Agreement subject to CIC's and CIC's respective vendor software license agreements, which CIC shall provide and Customer agrees to sign.

Warranty and Limitation of Remedy - CIC warrants the Products provided hereunder will perform according to the respective vendor's and CIC's published specifications, that any and all such warranties provided by the manufacturers or original vendors shall be passed on and inure to the benefit of the Customer. CIC further warrants the Annual PEOPLEWARE and Products / Services provided under this Agreement will not prevent the Customer's computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment from operating and providing the functionality previously available to Customer. The warranty stated herein shall survive during the entire term of this Agreement.

The aforesaid warranty and CIC's obligation and liabilities thereunder are in lieu of, and Customer hereby waives, all other guarantees and warranties and all obligations and liabilities thereunder, expressed or implied arising by law or otherwise, including without limitation any implied warranty of fitness for a particular purpose or of merchantability, and all obligations and liabilities with respect to loss of use, indirect and consequential damages including but not limited to loss of profits or revenue, loss of use of equipment, costs of substitute equipment, or other down-time costs.

Customer agrees CIC's maximum liability will be limited to the EXHIBIT A - ANNUAL PEOPLEWARE TOTAL CIC received in the most recent year, minus any funds owed or disbursed for support and enhancements.

Non-Employment - Independent of any other obligation under this Agreement, CUSTOMER and CIC agree to not intentionally, whether directly or indirectly, whether as an individual for its own account, for or with any other person, firm, corporation, partnership, joint venture, association, organization, or other entity whatsoever, interview or attempt to employ, contract with or otherwise obtain the services of a current or former employee of the other party without such party's approval, for a period of one (1) year after completion of this Agreement. The interviewing company agrees to inform the employee that notification must be made to their current (or past) employer prior to any offer being extended to the individual. This provision is not intended to restrict the civil rights or liberties of any private individual, but to curtail counter productive human resource depletion of one (1) party for the advantages of the other party while both parties have rights and obligations under this Agreement.

Execution / Term - This Agreement is in full force and effect as of the date of execution, for one (1) year from the day and year first above written and shall be considered renewed annually by CIC's issuance of an invoice for this same EXHIBIT A - ANNUAL PEOPLEWARE TOTAL or in subsequent years, CIC's revised EXHIBIT A - ANNUAL PEOPLEWARE TOTAL and invoice paid by Customer, within thirty (30) days of each renewal date.

Notwithstanding the foregoing, Customer may terminate this Agreement for cause upon ninety (90) days written notice to CIC and the EXHIBIT A - ANNUAL PEOPLEWARE TOTAL received by CIC in the most recent year, minus any funds owed or disbursed for support and enhancements, prorated through the date of such termination, returned to Customer, providing CIC is given such ninety (90) days to resolve the issues at hand to Customer's satisfaction.

Either party may also terminate this Agreement in writing, at least ninety (90) days prior to each renewal date.

Governing Law - This Agreement constitutes the entire Agreement between the parties, and shall be construed in accordance with the laws of the State of Kansas.

Waiver - The waiver of one breach or default hereunder shall not constitute the waiver of any subsequent breach or default.

Assignment - This Agreement shall be binding upon and shall inure solely to the benefit of the parties hereto and their respective successors in interest and not for the benefit of any other person or legal entity.

Although CIC may assign data translation, installation, training, support and enhancement development to its vendors, distributors and/or subcontractors, CIC shall at all times be responsible for their performance.

Entire Agreement - The Agreement and the attachments hereto represent the entire agreement between the parties and shall supersede all existing contracts and/or agreements previously executed between said parties, with respect to the subject matter hereof. All parties have negotiated this Agreement at arms length, and no party shall be deemed as the drafter of the Agreement for purpose of interpreting any potential ambiguities in the Agreement and each provision and Exhibit hereof, may be modified only in writing duly executed by all parties. In the event Customer issues a purchase order or other instrument for the Annual PEOPLEWARE and/or Products / Services herein specified, it is understood and agreed that such purchase order or other instrument is for the Customer's internal use and purpose only and shall in no way affect any of the terms and conditions of this Agreement.

Status - CIC shall be considered an independent contractor, and this Agreement does not constitute or imply that CIC is or will be an employee of Customer.


Insurance – During the term of this Agreement, CIC shall carry and maintain Workmen's Compensation and Employer's Liability Insurance covering its employees in accordance with statutory requirements applicable to the performance of its business.

Subject Headings - The subject headings of the paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of its provision.

Severability - In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such provision shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement shall continue to remain in effect.

Notices - The notices to be given under this Agreement shall be made in writing and shall be sufficient if delivered personally or mailed by First Class United States Mail, postage prepaid, to the other party at the address previously indicated.

The parties hereto have executed this Agreement the day and year first above written.

By: 
Computer Information Concepts, Inc.

By: _____
City of Altamont, Kansas

EXHIBIT A

Page 1 of 2

Annual PEOPLEWARE Agreement by and between Computer Information Concepts, Inc. (CIC) and City of Altamont, Kansas dated May 1, 2021

ANNUAL PEOPLEWARE

<u>\$ 0.00</u>	Support – Operating Systems
\$.00	– Server Farm “Without an On-Site Full Time Network Technician”
\$.00	– Personal Computer / Server, Department and/or Municipal File Server(s) “With an On-Site Full Time Network Technician”
\$ 750.00	– Department / Municipal with Maximum of Six (6) Hardware Devices “Without an On-Site Full Time Network Technician”
\$ 1,500.00	– Personal Computer / Server or Department File Server “Without an On-Site Full Time Network Technician”
\$ 2,500.00	– Municipal File Server(s) “Without an On-Site Full Time Network Technician”
	CIC trained personnel will promptly respond by telephone, DESKTOP Response and/or ON-DEMAND Response to all connectivity and communication questions, problems, etc. encountered in the use of your hardware, operating systems, local area and wide area networks during operation of the following Application Systems and will inform, recommend and assist you in ordering / pre-testing all future operating system releases, enhancements and/or program temporary fixes from CIC's vendors necessary to maintain your hardware at a level supportable by CIC. On-Site operating system support and installation / configuration of new equipment is additional and will be invoiced in one (1) hour increments at CIC's then current travel & on-site hourly rates plus mileage, lodging and meals at cost and paid monthly to CIC by Customer upon receipt of invoice.
<u>1,910.00</u>	Support – Application Systems
315.00	Budgetary / Fund Accounting - Basic (Accounts Payable, General Ledger w/Budget Processing, Banking & Investments, Daily Statement Balancing plus Local / State / Federal Reporting)
55.00	Budgetary / Fund Accounting – Option (Budget Preparation)
230.00	Centralized Cashiering System
135.00	Handheld Remote Device (Capital Assets, Inventory, Meter Reading & Permits / Licensing)
40.00	Integrated Imaging / Seat – 2 Seats
180.00	INSTANT Sharing / Seat – 2 Seats
295.00	Payroll
660.00	Utility Billing / Accounts Receivable System

EXHIBIT A

Page 2 of 2

Annual PEOPLEWARE Agreement by and between Computer Information Concepts, Inc. (CIC) and City of Altamont, Kansas, dated May 1, 2021

ANNUAL PEOPLEWARE Continued

555.00 Enhancements – Application Systems

- 90.00 Budgetary / Fund Accounting - Basic (Accounts Payable, General Ledger w/Budget Processing, Banking & Investments, Daily Statement Balancing plus Local / State / Federal Reporting)
- 15.00 Budgetary / Fund Accounting – Option (Budget Preparation)
- 65.00 Centralized Cashiering System
- 40.00 Handheld Remote Device (Capital Assets, Inventory, Meter Reading & Permits / Licensing)
- 20.00 Integrated Imaging / Seat – 2 Seats
- 85.00 Payroll
- 240.00 Utility Billing / Accounts Receivable System

(95.00) **Annual Peopleware INSTANT Response Support Call Log Credit – 98.89% Logged**

\$2,370.00 **ANNUAL PEOPLEWARE TOTAL**

"SAMPLE"

EXHIBIT B#

Annual PEOPLEWARE Agreement by and between Computer Information Concepts, Inc. (CIC) and City of Altamont, Kansas dated May 1, 2021

PRODUCTS / SERVICES TO BE PROVIDED:

<u>Description</u>	<u>Qty</u>	<u>Retail</u>	<u>Discounted</u>
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TOTAL RETAIL PRICE	\$x,xxx.xx		
TOTAL EXHIBIT PRICE			\$x,xxx.xx

Miscellaneous Expenses, i.e.; travel, mileage, lodging, meals, etc., at cost, will be paid by Customer upon receipt of a separate CIC invoice.

SCHEDULED DELIVERY:

It is anticipated the Products / Services will be delivered / provided within thirty (30) days after CIC's receipt of this signed exhibit and your Check or Purchase Order.

ACCEPTANCE / PAYMENT TERMS:

To complete the ordering process, please:

1. Mail a signed copy of this Exhibit along with your Check for the Total Exhibit Price to 2843 31st Avenue, Greeley, Colorado 80631

OR

2. Fax a signed copy of this Exhibit along with your Purchase Order for the Total Exhibit Price to (970) 330-0839. Full Payment will then be due and payable upon delivery of the Products / Services.

Failure to execute within twenty (20) days will render this Exhibit null and void.

By: _____
Computer Information Concepts, Inc.

By: _____
Customer

Exhibit Date

Acceptance Date

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;