

City of Beloit
119 North Hersey Avenue
P O Box 567
Beloit, Kansas 67420



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April 15th, 2020 Beloit City Council Meeting Instructions

The meeting will be held through Zoom and can be accessed using the following information:

Please use the link below to join the webinar:

<https://us04web.zoom.us/j/500359533>

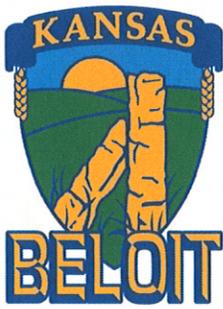
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CITY COUNCIL AGENDA

Wednesday, April 15, 2020
7:00 p.m.

1. CALL TO ORDER

- A. Roll Call
- B. Invocation

2. MAYOR AND COUNCIL REPORTS

3. STAFF REPORTS

- A. City Attorney Report
- B. City Manager Report
 - 1. COVID-19 Update
 - 2. MCRWD #3 Connection Status
 - 3. 8th St. Road Project
 - 4. SRTS IIB
- C. Community Development Director Update
- D. Police Chief Update

4. PUBLIC COMMENT

5. CONSENT AGENDA

- A. 4/1/2020 City Council Meeting Minutes
- B. 4/3/2020 City Council Special Meeting Minutes
- C. Appropriations 4B

6. ORDINANCES

- A. None

7. RESOLUTIONS

- A. None

8. FORMAL ACTIONS

- A. Cemetery Endowment Appointment
- B. Accept Deeds to 523 N. Hersey and 400 N. Mill St.

9. CLOSED SESSION

- A. None

10. ADJOURNMENT

WORK SESSION AGENDA

1. CORRESPONDENCE AND STAFF REPORTS

- A. City Attorney Report
- B. City Manager Report

2. DISCUSSION ITEMS

- A. Ordinance 2270 Truck Route Amendment
- B. Solar RFP Review
- C. Crosswalks for 8th and Hersey
- D. Animal Control Ordinance Updates and Amendments

3. ADJOURNMENT

NOTE: Background information is available for review in the office of the City Clerk prior to the meeting.

The Public Comment section is to allow members of the public to address the Council on matters pertaining to any business within the scope of Council authority and not appearing on the Agenda. Kansas Statutes prohibit the Council from taking action on any item not appearing on the Agenda, *except where an emergency is determined to exist.*

BELOIT CITY COUNCIL MEETING MINUTES
April 1, 2020

The Beloit City Council met in regular session on April 1, 2020 via GoToMeeting. Mayor Tom Naasz called the meeting to order at 7:00 p.m. Council Members in attendance were Jamie Meier, Lee McMillan, Tony Gengler, Matt Otte, Todd Adolph, and Andrew Grabon. Also present was City Attorney Katie Schroeder, City Manager Jason Rabe, and City Clerk Amanda Lomax.

Department heads in attendance was Heather Hartman and Steve Krier.

Mayor Tom Naasz gave the invocation and the Pledge of Allegiance was recited.

Mayor Naasz thanked Todd Adolph and his employees at Ray's Apple Market for their hard work during the COVID-19 pandemic.

Councilor Grabon wanted everyone to be careful with 8th Street Construction.

City Manager Jason Rabe discussed the following:

1. COVID-19 – Have been planning essential services plan for city services and keeping up with state and local recommendations.
2. Gave update with the HVAC system for the Law Enforcement Center.
2. Storm water detention study – working on potential designs but have not met with property owners.
3. KDHE did confirm that they received the loan agreement.

Director of Community Development Heather Hartman the Youth Entrepreneurship that was be held March 17th was cancelled. Destination Boot Camp will be done now remotely.

A motion was made by Councilor McMillan and seconded by Councilor Gengler to approve the March 17, 2020 Council Meeting Minutes, and Appropriations 4A in its entirety. Roll call vote yeas: Meier, McMillan, Gengler, Otte, Adolph, and Grabon. Motion carried 6-0. Nays: None.

A motion was made by Councilor Gengler and seconded by Councilor Grabon to approve Resolution 2020-5 Mayor Appointments. Roll call vote yeas: McMillan, Meier, Gengler, Grabon, Adolph, and Otte. Motion carried 6-0. Nays: None.

A motion was made by Councilor McMillan and seconded by Councilor Adolph to approve City Insurance from EMC Insurance through Fouts Insurance LLC in the amounts of \$326,205.00, for the main policy, \$3,267.00 for the airport property insurance, and \$4,675.00 for our Fire Department Insurance. Roll vote yeas: Adolph, Grabon, Otte, Meier, McMillan, and Gengler. Motion carried 6-0. Nays: None.

A motion was made by Councilor Meier and seconded by Councilor Grabon to approve a Mower Bid from Carrico Implement for the amount of \$12,450.00. Roll call vote yeas: Gengler, Adolph, Grabon, Otte, Meier, and McMillan. Motion carried 6-0. Nays: None.

A motion was made by Councilor Gengler and seconded by Councilor McMillan to approve the Reauthorization of the Sidewalk and Demolition Program for 2020. The sidewalk program will have \$10,000.00 allocated and the demolition program will have \$15,000.00 allocated for 2020. Roll call vote yeas: Meier, Otte, Grabon, Adolph, McMillan, and Gengler. Motion carried 6-0. Nays: None.

A motion was made by Councilor Grabon and seconded by Councilor Meier to authorize the HVAC RFP for the Law Enforcement Center. Roll call vote yeas: Grabon, Adolph, McMillan, Meier, Otte, and Gengler. Motion carried 6-0. Nays: None.

A motion was made by Councilor McMillan and seconded by Councilor Meier to adjourn the meeting. Roll call vote yeas: Grabon, Adolph, McMillan, Meier, Otte, and Gengler. Motion carried 6-0. Nays: None. The meeting ended at 7:38 p.m.

TOM NAASZ, Mayor

ATTEST:

AMANDA LOMAX, City Clerk

BELOIT CITY COUNCIL SPECIAL MEETING MINUTES
April 3, 2020

The Beloit City Council met in a special meeting on April 3, 2020 via GoToMeeting. Mayor Tom Naasz called the meeting to order at 5:15 p.m. City Council members in attendance were Tony Gengler, Todd Adolph, Lee McMillan, and Andrew Grabon. Also present were, City Attorney Katie Schroeder, City Manager Jason Rabe, and Deputy City Clerk Jessica Rosebaugh. Absent from the meeting was City Clerk Amanda Lomax, and Councilors Jamie Meier and Matt Otte.

A motion was made by Councilor Adolph and seconded by Councilor Grabon to approve Resolution 2020-6 Local State of Emergency Declaration. Motion carried 4-0. Nays: None.

A motion was made by Councilor Grabon and seconded by Councilor Gengler to affirm the Families First Coronavirus Recovery Act (FFCRA) for the City of Beloit Exemption Policy. Motion carried 4-0. Nays: None.

A motion to adjourn the Council meeting was made by Councilor McMillan and seconded by Councilor Gengler. Motion passed 4-0. The meeting ended at 5:33 p.m.

TOM NAASZ, Mayor

ATTEST:

JESSICA ROSEBAUGH, Deputy City Clerk

Accounts Payable Detail Listing

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	<u>Account#</u>	<u>Work Order</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>					
6 ABRAM READY-MIX, INC										
79736	4/17/2020	4/17/2020	747.16							Posted
	51-43-6090		36215-ROCK	158.36						0.00
	51-43-6090		36216-FLOWABLE	588.80						0.00
				<u>747.16</u>						<u>0.00</u>
8 ACE HARDWARE										
79679	4/17/2020	4/17/2020	7.98	549869						Posted
	10-13-6000		KEYS	7.98						0.00
79681	4/17/2020	4/17/2020	596.53							Posted
	10-18-6000		550499-BATTERIES	35.98						0.00
	10-17-7450		550175-BOLT, SNAP, TURNBKL	32.70						0.00
	10-17-7450		549950-SCREWS	20.99						0.00
	10-17-7450		549885-CONNECTOR & SCREWS	28.03						0.00
	10-18-6000		550332-ROPE	276.00						0.00
	10-17-7450		549638-BUSHING, NIPPLE, TEE, HOSE	180.47						0.00
	10-18-6000		549819-BATTERIES	13.18						0.00
	10-20-6130		549642-GREAT STUFF	4.59						0.00
	10-19-4300		549610-SOCKET	4.59						0.00
				<u>596.53</u>						<u>0.00</u>
79694	4/17/2020	4/17/2020	81.57							Posted
	10-15-6000		550146-PAINT	6.59						0.00
	10-15-6000		550362-PAINT	36.99						0.00
	10-15-6000		549685-HOSE	37.99						0.00
				<u>81.57</u>						<u>0.00</u>
79702	4/17/2020	4/17/2020	219.28							Posted
	53-43-7450		550028-BENCH VISE	30.00						0.00
	52-43-7450		550028-BENCH VISE	30.00						0.00
	51-43-7450		550028-BENCH VISE	29.99						0.00
	53-43-6000		550070-BOLT	4.78						0.00
	53-43-6110		549918-WIPES	9.18						0.00
	53-43-7440		549918-GLOVES	15.99						0.00
	53-41-6000		549969-TP	51.96						0.00
	53-43-6000		549728-FUSE & BLADE SET	32.58						0.00
	53-41-6000		549688-NUTS, BOLTS, HDW	14.80						0.00
				<u>219.28</u>						<u>0.00</u>
79711	4/17/2020	4/17/2020	256.35							Posted
	51-41-6000		550179-BRACKET, HOOK, SHELF	40.94						0.00
	51-41-6000		550120-CARPENTER SQUARE	8.99						0.00
	51-41-6000		550154-HOOKS	5.99						0.00
	51-41-6000		550182-BATTERY	15.99						0.00
	51-41-6000		550027-TUBING & UNION	17.73						0.00
	51-41-6110		550046-CHLOROX & PAPER TOWELS	18.98						0.00
	51-41-4360		550053-ELBOW, NIPPLES, VALVEBALL	23.56						0.00
	51-41-4360		550059-TUBING	32.22						0.00
	51-41-6000		550086-FILE & HANDLE	14.58						0.00
	51-41-6000		549801-NUTS, BOLTS, HDW	49.38						0.00
	51-41-4360		549833-NUTS, BOLTS, HDW	10.83						0.00
	51-43-6000		549959-BOLT & TIE-DOWN	17.16						0.00
				<u>256.35</u>						<u>0.00</u>
79723	4/17/2020	4/17/2020	79.63							Posted
	10-11-6000		549686-NUTS, BOLTS, HDW	3.88						0.00
	10-11-6000		549660-KEYS	4.78						0.00
	10-11-4300		549707-WRENCH, PLIER, FILTER	70.97						0.00
				<u>79.63</u>						<u>0.00</u>
79737	4/17/2020	4/17/2020	12.99	550167						Posted
	51-41-7490		PINE SOL	12.99						0.00
79784	4/17/2020	4/17/2020	13.98	550500						Posted
	10-18-4300		STRIKE ADJUST	13.98						0.00
9 ACKERMAN SUPPLY										
79734	4/17/2020	4/17/2020	19.98	299605						Posted
	52-41-7450		C CLAMPS	19.98						0.00
774 AIR AND FIRE SYSTEMS INC										
79785	4/17/2020	4/17/2020	243.20	56658						Posted
	10-19-4300		ANNUAL FIRE EXTINGUISHER INSPECT	243.20						0.00

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669	BLADE-EMPIRE PUBLISHING (continued)							
79758	4/17/2020	4/17/2020	1,768.90					Posted
	52-43-5400			210994-TOILET PAPER NOTICE			208.80	0.00
	51-43-5400			210295-WATER SYSTEMS JOB AD			46.50	0.00
	51-43-5400			210661-WATER SYSTEMS JOB AD			46.50	0.00
	51-43-5400			210522-WATER SYSTEMS JOB AD			46.50	0.00
	51-43-5400			210472-WATER SYSTEMS JOB AD			46.50	0.00
	51-43-5400			210402-WATER SYSTEMS JOB AD			46.50	0.00
	51-43-5400			210352-WATER SYSTEMS JOB AD			46.50	0.00
	10-15-5400			210533-MOWER BID NOTICE			261.00	0.00
	10-21-5400			210652-SUMMER JOBS			38.75	0.00
	10-20-5400			210652-SUMMER JOBS			38.75	0.00
	10-21-5400			210515-SUMMER JOBS			38.75	0.00
	10-20-5400			210515-SUMMER JOBS			38.75	0.00
	10-21-5400			210689-SUMMER JOBS			38.75	0.00
	10-20-5400			210689-SUMMER JOBS			38.75	0.00
	10-11-5400			210933-ORD 2271			226.20	0.00
	10-11-5400			210932-ORD 2270			34.80	0.00
	10-11-5400			210934-CHARTER ORD. 18			87.00	0.00
	10-11-5400			211072-CHARTER ORD. 18			174.00	0.00
	10-11-5400			211097-COUNCIL AGENDA			124.00	0.00
	10-11-5400			210296-COUNCIL AGENDA			139.50	0.00
	10-11-5400			210396-CITY ORD. NO. 2269			34.80	0.00
	10-11-5400			210395-CITY ORD. NO. 2268			34.80	0.00
	10-11-5400			210558-BHS STATE BB			10.00	0.00
	10-11-5400			211059-CHURCH DIRECTORY			7.50	0.00
	10-11-5400			211168-DISCOUNT			0.00	85.00
							<u>1,853.90</u>	<u>85.00</u>
91	BOETTCHER SUPPLY INC							
79680	4/17/2020	4/17/2020	146.40	1128914-1				Posted
	10-14-6000			BATTERIES			146.40	0.00
79682	4/17/2020	4/17/2020	4.77	1128702-1				Posted
	10-18-6130			BUSHING, ELBOW, TEE			4.77	0.00
79703	4/17/2020	4/17/2020	526.88					Posted
	53-43-7440			1129258-1-DUST MASKS			3.34	0.00
	52-43-7440			1129258-1-DUST MASKS			3.33	0.00
	51-43-7440			1129258-1-DUST MASKS			3.33	0.00
	53-43-6110			1129871-1-HAND CLEANER			4.00	0.00
	52-43-6110			1129871-1-HAND CLEANER			4.00	0.00
	51-43-6110			1129871-1-HAND CLEANER			4.00	0.00
	53-41-4360			1129933-1-PRESSURE GAUGES			96.32	0.00
	53-43-7450			1129923-1-TUBING CUTTER			31.47	0.00
	53-43-6000			1129346-1-SWITCH, BOX, BOX COVER			11.41	0.00
	53-43-8300			1128545-1-ELBOW			14.05	0.00
	53-43-7450			1128669-1-RUBBER CORD			9.09	0.00
	53-43-7450			1129257-1-DRILL BIT & SCREW DRIVER			60.76	0.00
	53-43-6000			1128462-1-DUCT TAPE			14.60	0.00
	53-43-6000			1129209-1-ELBOWS			169.84	0.00
	53-41-4300			1129402-1-BULB			9.17	0.00
	53-43-4390			1128621-1-LAMPS			88.17	0.00
							<u>526.88</u>	<u>0.00</u>
79713	4/17/2020	4/17/2020	738.29					Posted
	51-41-4360			1129246-1-BULBS			53.00	0.00
	51-41-4360			1129208-1-SWITCH & PLUG			80.48	0.00
	51-41-4360			1129256-1-INDICATOR LIGHT			119.84	0.00
	51-41-4360			1129342-1-BULB			16.78	0.00
	51-41-4360			1128839-1-INSULATED TAP & WASHER			60.11	0.00
	51-41-4360			1128816-1-CONNECTOR, WIRE, LIQUID			394.92	0.00
	52-41-4300			1127986-1-CONDUIT			13.16	0.00
							<u>738.29</u>	<u>0.00</u>
1258	BUMPER TO BUMPER AUTO PARTS							

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1258	BUMPER TO BUMPER AUTO PARTS (continued)							
79683	4/17/2020	4/17/2020	117.86					Posted
	10-20-4310			793008-FUEL FILTER			5.86	0.00
	10-18-4310			793041-CARB CLEANER & REPAIR KIT			75.99	0.00
	10-20-4310			792990-OIL & AIR FILTER			23.44	0.00
	10-18-4310			792553-MIRROR ADHESIVE			2.53	0.00
	10-18-4310			792403-WIPER BLADE			5.02	0.00
	10-18-4310			792401-WIPER BLADE			5.02	0.00
							<u>117.86</u>	<u>0.00</u>
79695	4/17/2020	4/17/2020	150.24					Posted
	10-15-4310			793035-BATTERY			91.63	0.00
	10-15-6000			792920-RESP MASKS			52.00	0.00
	10-15-4330			793233-OIL FILTER			6.61	0.00
							<u>150.24</u>	<u>0.00</u>
79714	4/17/2020	4/17/2020	30.74					Posted
	52-43-6000			792995-FLOOR SWEEP			21.98	0.00
	52-41-4310			792968-STOP LEAK			8.76	0.00
							<u>30.74</u>	<u>0.00</u>
79729	4/17/2020	4/17/2020	22.77					Posted
	10-15-4330			792492-OIL FILTER			12.58	0.00
	10-15-4330			792495-WASHER FLUID			2.90	0.00
	10-15-4330			792497-OIL FILTER			7.29	0.00
							<u>22.77</u>	<u>0.00</u>
79789	4/17/2020	4/17/2020	72.70	793439				Posted
	10-20-4310			SWITCH			72.70	0.00
1091	CARD SERVICES							
79779	4/17/2020	4/17/2020	16.26	6378				Posted
	26-00-3000			ADOBE			16.26	0.00
79780	4/17/2020	4/17/2020	2,165.37	1033				Posted
	10-13-5800			MEAL			29.59	0.00
	10-13-2400			FUEL			16.57	0.00
	10-13-2400			TRAINING			34.66	0.00
	10-13-2400			TRAINING			19.48	0.00
	10-13-6110			WIPES			14.11	0.00
	10-13-6110			WIPES			21.16	0.00
	10-13-6110			WIPES			21.43	0.00
	10-13-6110			KLEENEX, WIPES, LYSOL			23.87	0.00
	10-13-6110			LYSOL			54.47	0.00
	10-13-2400			MEAL			13.77	0.00
	10-13-2400			MEAL			15.73	0.00
	10-13-2400			MEAL			10.58	0.00
	10-13-6110			COFFEE			10.04	0.00
	10-13-6000			LAB COATS			87.97	0.00
	10-13-6000			HAND SANITIZER			129.90	0.00
	10-13-7440			FACE SHIELD			244.60	0.00
	10-13-6000			GLOVES			50.78	0.00
	10-13-6000			MASKS			128.85	0.00
	10-13-6000			CLEANING SUPPLIES			28.10	0.00
	10-13-4300			FILTERS			70.49	0.00
	10-13-6000			LAB COATS			77.94	0.00
	10-13-6000			TEST KITS			109.54	0.00
	10-13-2911			BADGES			1,076.00	0.00
	10-13-6000			PET CARE			125.74	0.00
	10-13-2400			CREDIT FOR CLASS			0.00	250.00
							<u>2,415.37</u>	<u>250.00</u>
79781	4/17/2020	4/17/2020	400.98	0835				Posted
	10-11-6000			FOOD FOR MTG			17.34	0.00
	10-11-3000			ZOOM FOR MTG			16.26	0.00
	10-11-6110			WEB CAM			204.64	0.00
	10-11-6110			SPEAKER			162.74	0.00
							<u>400.98</u>	<u>0.00</u>

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1091	CARD SERVICES (continued)							
79782	4/17/2020	4/17/2020	805.97	8199				Posted
	51-41-5320			POSTAGE			8.25	0.00
	51-41-5320			POSTAGE			5.90	0.00
	51-41-4360			CIRCUIT BREAKER			244.00	0.00
	51-41-6110			KEYBOARD			37.96	0.00
	51-41-6110			KEYBOARD			37.96	0.00
	51-41-7490			TROLLEY & REMOTE CONTROL			458.91	0.00
	52-41-3000			AMAZON PRIME MEMBERSHIP			12.99	0.00
							<u>805.97</u>	<u>0.00</u>
79783	4/17/2020	4/17/2020	2,267.43	3920				Posted
	10-13-3000			MEAL			28.95	0.00
	10-11-4300			DOOR CLOSURE			119.89	0.00
	10-13-6600			POSTAGE			300.00	0.00
	10-13-6600			POSTAGE			42.50	0.00
	10-12-6110			POSTAGE			62.50	0.00
	10-15-7450			DRUM ASSY			1,500.00	0.00
	10-21-2400			CPR MASKS			84.34	0.00
	10-11-3000			ADOBE			16.26	0.00
	10-11-5320			STAMPS.COM MEMBER FEE			17.99	0.00
	10-11-5320			STAMPS			95.00	0.00
							<u>2,267.43</u>	<u>0.00</u>
124	CARRICO IMPLEMENT							
79692	4/17/2020	4/17/2020	894.63					Posted
	25-00-6000			IA41865-DISPLAY			36.08	0.00
	24-00-7510			IA41060-DISPLAY, WIRE, TURF CARE			779.40	0.00
	25-00-6000			IA41267-GREASE			60.84	0.00
	25-00-6000			IA41291-PARTS			8.89	0.00
	25-00-6000			IA41391-PLUG & CAP			9.42	0.00
							<u>894.63</u>	<u>0.00</u>
79759	4/17/2020	4/17/2020	410.67					Posted
	52-43-4310			IA41838-PLUG, VALVE, PARTS			29.03	0.00
	52-43-4310			IA42544-FITTING & HOSE			56.64	0.00
	51-43-7450			IA40963-SKID STEER RENT-MARCH			325.00	0.00
							<u>410.67</u>	<u>0.00</u>
2906	CINTAS CORPORATION							
79730	4/17/2020	4/17/2020	111.48	5016497831				Posted
	10-15-3000			FIRST AID SUPPLIES			111.48	0.00
3149	COMPLIANCE ONE							
79757	4/17/2020	4/17/2020	486.00					Posted
	10-11-3000			266518-ADMIN FEE			181.50	0.00
	10-11-3000			266518-EAP FEE			72.00	0.00
	10-13-3000			266518-PRE EMPLOYMENT			75.00	0.00
	10-11-3000			266589-ADMIN FEE			115.50	0.00
	10-11-3000			266589-EAP FEE			42.00	0.00
							<u>486.00</u>	<u>0.00</u>
1135	CRAFCO, INC.							
79731	4/17/2020	4/17/2020	96.00	9402221242				Posted
	25-00-6000			VALVE			96.00	0.00
3137	CVA AREA 3 BELOIT OFFICE							
79691	4/17/2020	4/17/2020	90.23	3840				Posted
	10-15-6270			DIESEL			90.23	0.00
79732	4/17/2020	4/17/2020	136.58					Posted
	10-15-6270			3840-DIESEL			80.56	0.00
	10-14-6260			4510-DIESEL			30.04	0.00
	10-14-6260			4510-DIESEL			25.98	0.00
							<u>136.58</u>	<u>0.00</u>
193	DOLLAR GENERAL STORE-MSC-410526							
79719	4/17/2020	4/17/2020	13.75	1000963984				Posted
	10-11-6000			COFFEE & CREAMER			13.75	0.00

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236	FOUTS INSURANCE AGENCY INC. (continued)							
79688	4/17/2020	4/17/2020	324,172.00	4/1/2020				Posted
	10-11-5210						11,703.89	0.00
	10-11-5240			CITY INSURANCE			8,121.00	0.00
	21-00-2600			CITY INSURANCE			343.00	0.00
	10-11-5220			CITY INSURANCE			1,567.00	0.00
	10-11-5240			CITY INSURANCE			714.00	0.00
	10-11-5230			CITY INSURANCE			32.00	0.00
	10-11-5240			CITY INSURANCE			2,201.00	0.00
	21-00-2600			CITY INSURANCE			49,466.00	0.00
	30-00-3000			CITY INSURANCE			3,398.37	0.00
	10-13-5210			CITY INSURANCE			958.52	0.00
	10-13-5220			CITY INSURANCE			12,482.00	0.00
	10-13-5240			CITY INSURANCE			2,940.00	0.00
	10-15-5210			CITY INSURANCE			923.54	0.00
	10-15-5230			CITY INSURANCE			2,995.96	0.00
	10-15-5220			CITY INSURANCE			9,250.00	0.00
	10-15-5240			CITY INSURANCE			25.00	0.00
	10-18-5210						793.05	0.00
	10-19-5210						1,916.61	0.00
	10-21-5210						3,902.18	0.00
	10-18-5230						606.97	0.00
	10-18-5220						3,975.00	0.00
	10-21-5240						1,380.00	0.00
	10-20-5210						65.34	0.00
	10-20-5220						231.00	0.00
	10-22-5210						3,188.00	0.00
	10-22-5220						369.00	0.00
	10-19-5210						3,162.26	0.00
	51-41-5210						6,366.74	0.00
	52-41-5210						21,628.21	0.00
	51-43-5210						1,301.31	0.00
	52-43-5210						1,301.31	0.00
	51-43-5230						406.89	0.00
	52-41-5230						335.34	0.00
	52-43-5230						969.71	0.00
	51-41-5220						458.00	0.00
	51-43-5220						1,429.00	0.00
	52-43-5220						918.00	0.00
	52-41-5220						1,682.00	0.00
	52-43-5220						2,096.00	0.00
	51-41-5240						2,113.66	0.00
	52-41-5240						2,113.67	0.00
	51-41-5240						6,709.00	0.00
	53-41-5210						5,062.24	0.00
	53-43-5210						1,428.43	0.00
	53-41-5230						184.44	0.00
	53-43-5230						1,837.69	0.00
	53-41-5230						126,585.00	0.00
	53-41-5220						222.00	0.00
	53-43-5220						7,998.00	0.00
	53-41-5240						4,234.00	0.00
	53-41-5240						2,113.67	0.00
	10-18-5220						0.00	236.00
	10-20-5220						0.00	231.00
	10-15-5230						0.00	742.68
	52-41-5230						0.00	16.15
	53-43-5230						0.00	613.44
	53-41-5230						0.00	193.73
							326,205.00	2,033.00
271	GUARANTY ST BANK & TRUST CO							
79673	4/17/2020	4/17/2020	5,463.27	5-1-2020				Posted
	53-45-4726			ALTEC DIGGER DERRICK #8212 LOAN F			4,753.40	0.00
	53-45-4727			ALTEC DIGGER DERRICK #8212 LOAN F			709.87	0.00
							5,463.27	0.00

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	<u>Account#</u>	<u>Work Order</u>				<u>Description</u>			<u>Debit</u>	<u>Credit</u>
2659	HAWKINS (continued)									
79739	4/17/2020	4/17/2020	641.85	4685520					641.85	Posted
	51-41-6170			ALUMINUM SULFATE LIQUID						0.00
2517	HQH2O INC.									
79677	4/17/2020	4/17/2020	28.75							Posted
	10-13-6000			302827-WATER					11.50	0.00
	10-13-6000			303017-WATER					17.25	0.00
									<u>28.75</u>	<u>0.00</u>
312	WAYNE HUGGINS									
79721	4/17/2020	4/17/2020	60.00	259816					60.00	Posted
	10-11-3000			KEYS FOR MUNI BLDG						0.00
1440	JCI INDUSTRIES, INC									
79740	4/17/2020	4/17/2020	1,263.57							Posted
	51-41-4330			8193176-RM120					168.51	0.00
	51-41-4330			8193391-PIN					1,095.06	0.00
									<u>1,263.57</u>	<u>0.00</u>
251	KANSAS GAS SERVICE									
79764	4/17/2020	4/17/2020	60.72	200774227						Posted
	53-43-6210			502 E 12TH BLDG B-GENE					60.72	0.00
79765	4/17/2020	4/17/2020	163.42	121850373						Posted
	53-43-6210			SYSTEMS					40.86	0.00
	52-43-6210			SYSTEMS					40.86	0.00
	51-43-6210			SYSTEMS					40.85	0.00
	10-13-6210			SYSTEMS					40.85	0.00
									<u>163.42</u>	<u>0.00</u>
79766	4/17/2020	4/17/2020	208.81	162672864						Posted
	10-14-6210			601 N MILL					208.81	0.00
79767	4/17/2020	4/17/2020	158.09	169801291						Posted
	51-41-6210			215B S CHESTNUT					158.09	0.00
79768	4/17/2020	4/17/2020	2,298.96	100270100						Posted
	10-15-6210			STREET & ALLEY					238.22	0.00
	51-41-6210			WATER					162.26	0.00
	53-41-6210			POWER PLANT					252.64	0.00
	10-18-6210			PARKS & REC					126.23	0.00
	10-22-6210			AIRPORT					38.20	0.00
	53-43-6210			SYSTEMS					257.79	0.00
	52-43-6210			SYSTEMS					257.79	0.00
	51-43-6210			SYSTEMS					257.78	0.00
	52-43-6210			818 E SOUTH ST					34.64	0.00
	10-11-6210			ADMIN					636.93	0.00
	52-43-6210			219 INDEPENDENCE GEN					36.48	0.00
									<u>2,298.96</u>	<u>0.00</u>
79769	4/17/2020	4/17/2020	258.21	156296173						Posted
	53-41-6210			215 S CHESTNUT					258.21	0.00
79770	4/17/2020	4/17/2020	1,603.46	121984891						Posted
	10-19-6210			1720 N HERSEY					1,603.46	0.00
370	KANSAS ONE CALL SYSTEM INC									
79722	4/17/2020	4/17/2020	51.60	0030152						Posted
	53-43-3000			LOCATES					17.20	0.00
	51-43-3000			LOCATES					17.20	0.00
	52-43-3000			LOCATES					17.20	0.00
									<u>51.60</u>	<u>0.00</u>
486	KDHE-BUREAU OF WATER									
79671	4/17/2020	4/17/2020	25.00							Ck# 81641 Printed
	52-41-3000			J. RYSER-CERTIFICATION TEST					25.00	0.00
2736	KDHE-ENVIRONMENTAL LAB ACCREDITATI									
79741	4/17/2020	4/17/2020	304.00	B7500						Posted
	51-41-3000			LAB TESTING JAN.-MAR. 2020					304.00	0.00
3075	KIMBALL MIDWEST									
79742	4/17/2020	4/17/2020	40.01	7822939						Posted
	51-41-6000			SAFETY GLASSES					40.01	0.00

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	<u>Account#</u>	<u>Work Order</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>					
1887	KMEA GRDA OPERATING FUND (continued)									
79705	4/17/2020	4/17/2020	85,660.61 GRDA-BE-20-04							Posted
	53-41-6220		APRIL SERVICE	85,660.61	0.00					
556	KMEA WAPA OPERATING FUND									
79704	4/17/2020	4/17/2020	11,176.41 WAPA-BL-20-03							Posted
	53-41-6220		MARCH SERVICE	11,176.41	0.00					
366	KMEA/KMGA									
79675	4/17/2020	4/17/2020	391.33 KMGA-BE-2020-02							Posted
	53-41-6210		FEBRUARY SERVICE	391.33	0.00					
79676	4/17/2020	4/17/2020	2,616.50 KMGA-BL-2020-02							Posted
	10-19-6210		FEBRUARY SERVICE	2,616.50	0.00					
394	KRIERS AUTO PARTS									
79678	4/17/2020	4/17/2020	59.88 4925-317439							Posted
	10-13-4310		SOCKET, HEADLIGHT, TERMINAL	59.88	0.00					
79693	4/17/2020	4/17/2020	137.51							Posted
	10-15-4330		4925-317681-TIRE SEALANT	13.25	0.00					
	10-15-4330		4925-317882-POWERATED BLT	12.77	0.00					
	10-15-4310		4925-317162-TERMINAL ADAPTER	3.02	0.00					
	10-15-4330		4925-316656-CABLES, TUBE, DISCONN	108.47	0.00					
				137.51	0.00					
79701	4/17/2020	4/17/2020	378.12							Posted
	53-43-7450		4925-317167-DRAIN PAN	12.77	0.00					
	52-43-7450		4925-317167-DRAIN PAN	12.77	0.00					
	51-43-7450		4925-317167-DRAIN PAN	12.77	0.00					
	53-41-4360		4925-316856-BEARINGS	324.60	0.00					
	53-43-2400		4925-316372-FUSE HOLDER & TERMINA	15.21	0.00					
				378.12	0.00					
79710	4/17/2020	4/17/2020	4,454.40							Posted
	51-43-7450		4925-316903-FLAT SAW	1,466.34	0.00					
	52-43-7450		4925-316903-FLAT SAW	1,466.33	0.00					
	53-43-7450		4925-316903-FLAT SAW	1,466.33	0.00					
	51-43-7420		4925-316743-TRAILER CONNECTOR	14.58	0.00					
	51-43-6000		4925-317052-BEARING & ELBOW	40.82	0.00					
				4,454.40	0.00					
79726	4/17/2020	4/17/2020	84.00 4925-317382							Posted
	10-15-4330		TURN FLYWHEEL	84.00	0.00					
3156	LOCKIT TECHNOLOGIES LLC									
79674	4/17/2020	4/17/2020	1,291.00 5416							Posted
	10-13-7460		SERVICE CONTRACT	1,291.00	0.00					
470	MITCHELL COUNTY SOLID WASTE									
79735	4/17/2020	4/17/2020	10.00 006261							Posted
	52-41-3000		TRASH	10.00	0.00					
342	MUNICIPAL SUPPLY INC. OF NEBRASKA									
79743	4/17/2020	4/17/2020	7,784.84							Posted
	52-43-4380		0756839-IN-PIPE, TEE, PLUG, COUPLIN	7,263.24	0.00					
	51-43-6080		0756840-IN-CLAMP & TOP HAT	521.60	0.00					
				7,784.84	0.00					
494	NEBRASKA MUNICIPAL POWER POOL									
79771	4/17/2020	4/17/2020	1,965.65 17922							Posted
	53-41-5410		MEMBER FEE	1,965.65	0.00					
2839	NEXTRUST INC.									
79772	4/17/2020	4/17/2020	1,151.63 270572							Posted
	10-11-5320		UTILITY BILLS	1,151.63	0.00					
2897	OFFICE DEPOT									
79751	4/17/2020	4/17/2020	157.75 464554789-001							Posted
	10-13-6110		FOLDERS & PENS	37.97	0.00					
	10-12-6110		INK & PENS	119.78	0.00					
				157.75	0.00					
2366	OLSSON									
79773	4/17/2020	4/17/2020	4,898.23 353416							Posted
	30-00-3000		PROJECT NO. 3-20-0008-012 AIRPORT L	4,898.23	0.00					

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3210	ORAZEM & SCALORA ENGINEERING, P.A. (continued)									
79774	4/17/2020	4/17/2020	18,585.00	20005-0420						Posted
	30-00-3000			HVAC EVALUATION-N. CAMPUS BLDGS	18,585.00					0.00
2946	PACE ANALYTICAL SERVICES, INC.									
79715	4/17/2020	4/17/2020	523.00	2060100591						Posted
	52-41-3000			LAB TESTING	523.00					0.00
79744	4/17/2020	4/17/2020	523.00	2060102289						Posted
	52-41-3000			LAB TESTING	523.00					0.00
3350	PESTINGER DISTRIBUTING									
79760	4/17/2020	4/17/2020	132.98	30002643						Posted
	10-13-6000			TEA & CITRUS DRINKS	132.98					0.00
527	PIERCE ELECTRONICS									
79745	4/17/2020	4/17/2020	160.00	30474						Posted
	51-41-3000			SERVICE CALL	160.00					0.00
3063	PORTER HOUSE APTS									
79672	4/17/2020	4/17/2020	250.00							Posted
	26-00-3000			OFFICE RENT-MAY	250.00					0.00
1263	PRAIRIE FIRE COFFEE ROASTERS									
79725	4/17/2020	4/17/2020	134.20	1206420						Posted
	10-15-3000			COFFEE	134.20					0.00
79753	4/17/2020	4/17/2020	98.52	1206421						Posted
	53-43-3000			COFFEE	32.84					0.00
	52-43-3000			COFFEE	32.84					0.00
	51-43-3000			COFFEE	32.84					0.00
					98.52					0.00
3305	PRIORITY POWER MANAGEMENT, LLC									
79775	4/17/2020	4/17/2020	1,000.00	16496						Posted
	53-41-3000			CONSULTING AGREEMENT-MARCH	1,000.00					0.00
1335	PUR- O- ZONE, INC.									
79790	4/17/2020	4/17/2020	329.10	802021						Posted
	10-18-6000			TOILET PAPER	179.10					0.00
	10-21-6000			TOILET PAPER	150.00					0.00
					329.10					0.00
2979	RAY'S APPLE MARKET									
79718	4/17/2020	4/17/2020	22.46	8954						Posted
	10-11-6000			COFFEE & WATER	22.46					0.00
3036	RED MUNICIPAL & INDUSTRIAL EQUIPMENT CO.									
79746	4/17/2020	4/17/2020	3,516.92	13401						Posted
	52-43-4360			BROOMS & MAINTENANCE KIT	3,516.92					0.00
1494	RICOH USA, INC									
79755	4/17/2020	4/17/2020	84.27	5059232526						Posted
	10-11-3360			COPY MACHINE	84.27					0.00
582	SALINA SUPPLY COMPANY									
79716	4/17/2020	4/17/2020	19.59	S100165827.001						Posted
	51-41-4360			GASKET	19.59					0.00
79747	4/17/2020	4/17/2020	1,666.84	S100167062.001						Posted
	51-41-4360			VALVES	1,666.84					0.00
488	SCHWAB EATON BELOIT									
79776	4/17/2020	4/17/2020	4,997.00	19.043-6						Posted
	30-00-3000			SRTS PHASE 2C	4,997.00					0.00
607	SHAMBURG OIL COMPANY									
79690	4/17/2020	4/17/2020	20.00	719126						Posted
	25-00-6180			OIL	20.00					0.00
79698	4/17/2020	4/17/2020	128.24							Posted
	53-43-6270			719650-DIESEL	47.02					0.00
	53-43-6270			718520-DIESEL	101.00					0.00
	53-43-6270			600276-EXCISE TAX CREDIT-MARCH	0.00					19.78
					148.02					19.78
79708	4/17/2020	4/17/2020	49.02	718674						Posted
	51-43-6270			DIESEL	49.02					0.00

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626 SOLOMON VALLEY HOME CENTER (continued)								
79684	4/17/2020	4/17/2020	1,525.31					Posted
	10-17-7450			INV050797-SPRINKLER CONTROLS			14.99	0.00
	10-18-6130			INV0507966-NIPPLE			2.49	0.00
	10-21-4330			INV0508620-TEE, CROSS, ELBOW			42.52	0.00
	10-21-4330			INV0508656-BUSHING & COUPLING			5.92	0.00
	10-17-6800			INV0509357-FROG TAPE			15.98	0.00
	10-17-7450			INV0509198-BACKSTOP			56.94	0.00
	10-17-7450			INV0508607-NUT, PAINT			314.56	0.00
	10-17-7450			INV0508650-CARRIAGE GALV			6.00	0.00
	23-00-6800			INV0509471-SUPPLIES FOR RAISED BEI			1,065.91	0.00
							<u>1,525.31</u>	<u>0.00</u>
79696	4/17/2020	4/17/2020	198.78					Posted
	10-15-6130			INV0509740-2X6			159.48	0.00
	10-15-6130			INV0508839-CONCRETE MIX			39.30	0.00
							<u>198.78</u>	<u>0.00</u>
79706	4/17/2020	4/17/2020	142.40					Posted
	53-43-7450			INV0509687-TEMPERED HARDBOARD			3.83	0.00
	52-43-7450			INV0509687-TEMPERED HARDBOARD			3.83	0.00
	51-43-7450			INV0509687-TEMPERED HARDBOARD			3.83	0.00
	53-41-4300			INV0508095-MINI BLINDS			130.91	0.00
							<u>142.40</u>	<u>0.00</u>
79717	4/17/2020	4/17/2020	242.43					Posted
	51-43-6130			INV0508546-PINE			30.15	0.00
	52-41-7450			INV0508057-CUTTING WHEEL & ROTAR			91.98	0.00
	52-41-4360			INV0507941-ENTRY LEVER			71.99	0.00
	51-43-6130			INV0508588-WASHER, NUT, SCREW			38.33	0.00
	51-43-6000			INV0509052-NIPPLE & CONNECTOR			9.98	0.00
							<u>242.43</u>	<u>0.00</u>
79724	4/17/2020	4/17/2020	213.54					Posted
	24-00-7200			INV0509746-DROP CLOTH, BLADE-ADM			26.57	0.00
	24-00-7200			INV0509827-2X4-ADMIN REMODEL			86.00	0.00
	10-11-4300			INV0510255-RETURN FROM INV.051025			0.00	5.80
	10-11-4300			INV0508823-ACRYLIC & BRACE			96.19	0.00
	10-11-4300			INV0508825-CORNER BRACE			10.58	0.00
							<u>219.34</u>	<u>5.80</u>
79791	4/17/2020	4/17/2020	17.89	INV0508728				Posted
	10-17-6800			2X12			17.89	0.00
643 STANION WHSE ELECTRIC COMPANY								
79754	4/17/2020	4/17/2020	33.91	4907437-01				Posted
	53-43-6000			COUPLINGS			33.91	0.00
2830 SUNSHINE INDUSTRIAL INC								
79733	4/17/2020	4/17/2020	468.00	40603				Posted
	25-00-7450			BLADES			468.00	0.00
673 THOMPSON'S OK TIRE, INC								
79685	4/17/2020	4/17/2020	114.50	45428				Posted
	10-18-6140			TIRES			114.50	0.00
79697	4/17/2020	4/17/2020	80.00					Posted
	10-15-6140			45744-FLAT REPAIR			40.00	0.00
	10-15-6140			45709-FLAT REPAIR			40.00	0.00
							<u>80.00</u>	<u>0.00</u>
79707	4/17/2020	4/17/2020	167.50					Posted
	53-43-4310			45224-TIRES			152.50	0.00
	53-43-4310			45659-FLAT REPAIR			15.00	0.00
							<u>167.50</u>	<u>0.00</u>
3073 U.S. BANK EQUIPMENT FINANCE								
79777	4/17/2020	4/17/2020	443.70	411120934				Posted
	10-11-3360			INV. 411120934-ADMIN COPIER			443.70	0.00
704 UNIVAR USA INC								
79748	4/17/2020	4/17/2020	17,374.60					Posted
	51-41-6170			W1625783-SODA ASH			14,817.60	0.00
	51-41-6170			W1625852-SOD HEXAMETAPHOS GLAS			2,557.00	0.00
							<u>17,374.60</u>	<u>0.00</u>

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name

<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
704 UNIVAR USA INC (continued)								
79761	4/17/2020	4/17/2020	19,879.81	W1625827				Posted
	51-41-6170			ALUMINUM SULFATE			19,879.81	0.00
2750 WALL TO WALL CARPET & INTERIOR								
79778	4/17/2020	4/17/2020	3,519.45	00003283				Posted
	24-00-7200			CARPET-ADMIN OFFICE REMODEL			3,519.45	0.00
			551,435.12	116 Non-voiced payables listed.				

Report Setup
 AP - Accounts Payable Listing : Vendor Name
 Filter Options
 Starting: 4/17/2020
 Ending: 4/17/2020
 Banks: All
 Payable Status: Posted, Printed, ACH, Recorded, Voided
 All Vendors Selected

REQUEST FOR COUNCIL ACTION

DATE: 4/15/2020

TITLE: Cemetery Endowment Appointment

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend that Council appoint Josh Bell to the Cemetery Endowment Committee.

BACKGROUND:

FINANCIAL IMPACT:

There is no direct cost associated with this agenda item.

OPTIONS:

DISCUSSION:

Respectfully submitted,
Jason Rabe
City Manager

REQUEST FOR COUNCIL ACTION

DATE: 4/15/2020

TITLE: Deeds to 523 N. Hersey and 400 N. Mill

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend that Council accept the deeds to 523 N. Hersey and 400 N. Mill once the Conservator gets approval to transfer the properties.

BACKGROUND:

In 2019, the City of Beloit started and completed the process of condemning the properties and the above addresses. These properties have since been demolished. We have been approached by the conservator of the estate of the property owner to have the deeds signed over to the City of Beloit. There \$1,298.96 worth of back taxes through May 1st that would need to be paid along with \$16,132.18 in forthcoming assessments from the demolition of the properties. However, it is assumed that we will be maintaining these properties for the foreseeable future, plus having control over these properties may provide the smoothest course to negotiate their sale and possibly recoup some of the costs accrued. As it currently sits, there simply are no assets within the estate to pay these costs, and this appears to be the best course of action to recoup expenses and re-purpose/sell these lots.

FINANCIAL IMPACT:

There is additional financial impact of the tax assessments of \$1,550 that will need to be paid (roughly 1/4 will be paid to ourselves). The demolition assessments have already been expended so we have already realized this cost. Perhaps, by taking the deeds as offered we have the easiest course to recouping some of these costs.

OPTIONS:

DISCUSSION:

Respectfully submitted,
Jason Rabe
City Manager

COUNCIL MEMO

DATE: 4/15/2020

SUBJECT: Elm Street Truck Route Amendment- Proposed

ORIGINATING DEPARTMENT: Administration

DISCUSSION:

Currently, the Truck Route section of our city code includes Elm Street from East Main St. down to Asherville Road (Please see attached map). With the increasing volume of agriculture related truck traffic through this section, primarily from East Main St. down to Cottonwood Dr., it has been asked by some of the residents along Elm to consider eliminating the truck route from East Main St. to Cottonwood Dr. Elm St. on south to Asherville Rd would continue to be a truck route. We will review a proposed ordinance change that would accomplish this to get additional feedback from the council and community. Proposed adjustments would potentially be brought to our May 6th meeting.

Respectfully submitted,
Jason Rabe
City Manager

Current Elm St. Truck Route

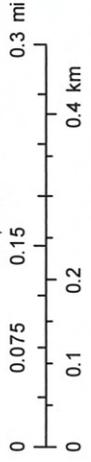


April 10, 2020
15:59 PM

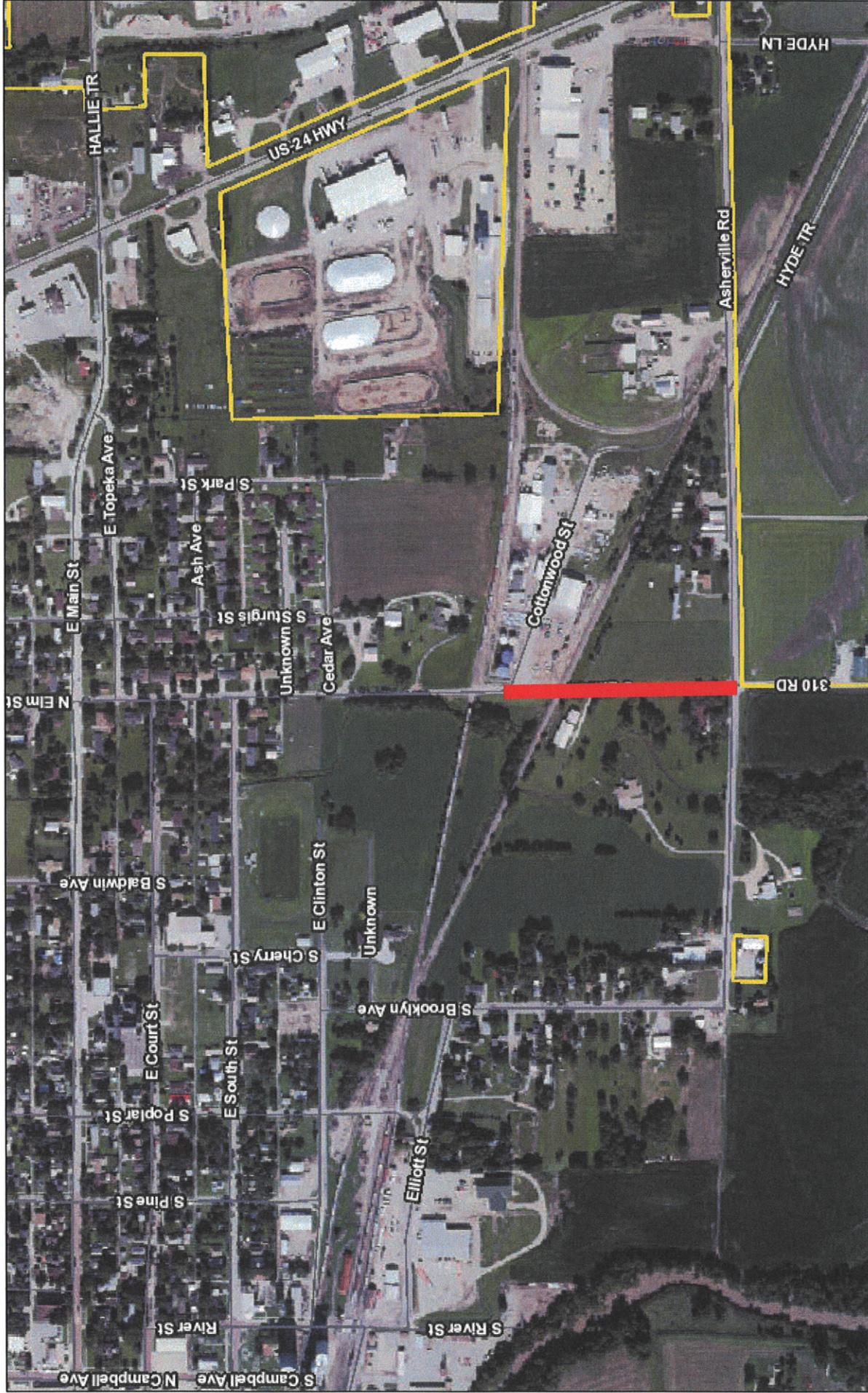
- City Limits
- City Streets

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

1:9,028



Proposed Elm St. Truck Route

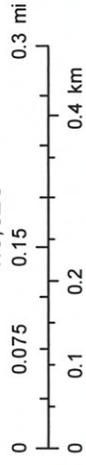


April 10, 2020
16:01 PM

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

- City Limits
- City Streets

1:9,028



ORDINANCE NO. 2271 SUMMARY

On April 15, 2020 the City of Beloit, Kansas adopted Ordinance No. 2271, which amends Section 16-209(a)(7) of the Beloit City Code, changing the truck route on South Elm Street from East Main Street to Asherville Road to Cottonwood Street to Asherville Road. A complete copy of this ordinance is available at www.beloitks.org or at City Hall, 119 S. Hersey St. This summary certified by Katie J. Schroeder, Beloit City Attorney.

ORDINANCE NO. 2271

AN ORDINANCE AMENDING SECTION 16-209 OF THE BELOIT CITY CODE, AMENDING THE DESIGNATED TRUCK ROUTE FOR SOUTH ELM STREET IN THE CITY OF BELOIT.

WHEREAS, the Governing Body deems it advisable to amend the truck route on South Elm Street to prevent truck traffic from traveling through a residential neighborhood. The previous truck route on South Elm Street was from East Main Street to Asherville Road and for the safety of the citizens of Beloit needs amended to allow for truck traffic on South Elm Street only from Cottonwood Street to Asherville Road.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF BELOIT, KANSAS:

Section 1: Section 16-209(a)(7) of the Beloit City Code is hereby amended as follows:

(7) South Elm Street from Cottonwood Street to Asherville Road

Section 2: This Ordinance shall take effect and be in full force from and after its passage and one publication in the official city newspaper, provided, however, that compliance with traffic signs and signals provided for shall be required only after the installation of the indicated traffic signs and signals.

PASSED and ADOPTED by the Governing Body and signed by the Mayor this 15th day of April, 2020.

Tom Naasz, Mayor

ATTEST:

Amanda J. Lomax, City Clerk

COUNCIL MEMO

DATE: 4/15/2020

SUBJECT: Solar RFP Review

ORIGINATING DEPARTMENT: Administration

DISCUSSION:

The last few years, the staff and the city council have been methodically exploring the possibility of a solar project within city limits to add to our existing power generation capabilities. This is something that could provide a community solar aspect, which would allow citizens to purchase solar power without having to keep them on their property or maintain them. It would also need to provide an economic benefit to our power customers. Last, it would also provide partnership capabilities with NCK Tech and our local schools as there has been significant interest and coursework in solar technology that having a large scale solar system in town would benefit. The potential location for a 1-2 MW system would be on the farm ground near the sewer plant facility. This would provide a direct tie into our main power feed and also help support one of our major circuits.

An initial step in this process is to put out a RFP to see what the actual economics of project would look like in order for the council to make a good decision on moving forward. Again, for me to ultimately recommend this project it has to financially benefit our power customers as this has been a goal of this council and staff, to find and develop ways to provide more affordable power. This could potentially be another major step in that process if done correctly.

Scott Shreve with Priority Power will join us on the Zoom meeting to explain the RFP and to take feedback as we further develop the RFP. He will also be key in helping us analyze the economics of the proposal and their affects on rates to insure that we accomplish our goals.

Respectfully submitted,
Jason Rabe
City Manager

Request for Proposals for Photovoltaic Solar System for Beloit, Kansas

Goals and Objectives

This project is to evaluate the opportunity to install a community solar system. The system will be ground mounted and located on City of Beloit property in Mitchell County Kansas.

Each contractor will be submitting one bid with four different financial Proposals.

1. Full fixed price for complete installation
2. 7 year PPA with a potential final Balloon payment
3. 10 year PPA with a potential final Balloon Payment
4. 25 year PPA with a potential final Balloon Payment

The overarching goal of the Solar Array Project is reducing the carbon footprint as well as cost stabilization for the customers of the City of Beloit.

This Request for Proposals (RFP) is to solicit bids from solar system installers (Contractor) to design, supply and install a photovoltaic system at the location provided.

The information presented in this RFP document has been assembled to facilitate bidding on a common system design that meets Beloit's requirements.

System Description

The contractor will be responsible for installing a complete operational community solar farm to and including the step-up transformers.

Project General Requirements

- A. The contractor will be responsible for producing the complete Photovoltaic system design, procuring all required materials and installing all materials in compliance with applicable national and local codes.

- B. The contractor will be responsible for securing all planning, building, and electrical permits required to complete the scope of work outlined in this RFP.

- C. The contractor will provide structural engineering design and secure the necessary building permits required to complete the contractor's scope of work outlined in this RFP as well as the date the project is expected to be completed.

RFP Response Due Date

Proposals shall be accepted in a sealed envelope Labeled Beloit Community Solar Project and mailed to Jason Rabe, City Manager, 119 N. Hershey Avenue, Beloit, Kansas 67420. Proposals will be due by April 10th at 10 AM.

RFP Response Evaluation

The evaluation of bids will not be based solely on cost. Other considerations will be equipment selection, completeness and contributed design details that illustrate the contractor's understanding of the requested scope-of-work, and the contractor's understanding and desire to work with the local community.

City of Beloit Solar Project RFP

Contractor Requirements:

- A. Licensed contractor in the State of Kansas
- B. Must be certified by North American Board of Certified Energy Practitioners (NABCEP) PV installer
- C. Prior experience: Contractor must have been in the solar Industry for a minimum of three years and have self-performed a minimum of two installations of photovoltaic systems of similar size.

RFP Response Must Include:

- A. Title: City of Beloit Solar Project
- D. Background information on your company
 - (1) Contractor license number
 - (2) Proof of insurance
 - (3) The number of years in business
 - (4) Installation manager's contact information.
 - (5) Resumes or qualifications, education, and relevant experience of key team members to be assigned to this project and their role in the project.
 - (6) Descriptions and photographs of similar projects completed by Contractor. Specifically, experience with PV system installations greater than 2,000 kWac.
 - (7) Professional references
- B. Line item bid for all services (including but not limited to labor, materials, taxes, transport, permitting and engineering) associated with the design and installation of permitted and operational PV system.
- C. Provide a cost per watt of the completed solar project
- D. Company labor and material markup rates for potential change orders
- E. Specification sheets of major system components including racking components
 - (1) Make and model of all photovoltaic system components
 - (2) Make a model of all photovoltaic balance of system components
- F. Proposed construction plan with timeline (include completion dates for major project milestones)

Services Requested from Contractor

- A. System Design — Contractor must submit the following design documents prior to system installation detailing site diagram showing:
- (1) Elevation of electrical equipment (inverter & disconnects) layout
 - (2) Security Fencing around entire project.
 - (3) Electrical Single-line diagram - Must include all information about major system components specifications and ratings, conductor size and type, conduit size, ratings of combiner boxes and series OCPD's, and type and ratings of facility electrical panel interconnection point.
 - (4) Wire Sizing Calculations –The ampacity of conductors shall be determined using NEC tables. Voltage drops for PV source, output, and inverter output circuits shall be determined by hand calculations and limited to manufacturer recommendations or tolerances.
 - (5) PV Array Racking — The Contractor will be responsible for generating the PV array racking design and attachment methodology. Contractor shall provide this information to the city of Beloit in a timely manner for approval, prior to obtaining the building permit.
 - (6) Field Verification — Contractor must field verify design feasibility and/or all record documents and prepare own as-built prior to commencing work in order to ensure proper system installation and adherence to contract timeline.
 - (7) Seeding – Contractor must seed property with heat and drought tolerable grass seed for this site soil condition.
- B. Project Documentation
- (1) The contractor will be responsible for maintaining the accuracy of design documentation during project construction and will submit as-built documentation to the city of Beloit upon project completion.
 - (2) The contractor will be responsible for generating a complete and detailed project construction schedule once all permits are secured. The project schedule should help the city of Beloit understand the timing and duration of work and in which areas of the sites the work will occur.

C. Procure materials

- (1) Contractor shall be responsible for procuring all system materials, as outlined in the system description unless otherwise negotiated that it will be supplied by the City of Beloit.

D. PV System installation

- (1) Contractor shall be responsible for installing a grid-tied photovoltaic installation at the host facility. The installation must be compliant with the current NEC and/or local Authority Having Jurisdiction (AHJ). It is the installer's responsibility to ensure code compliance with the local authorities. The installation shall be executed according to the system design documentation. The city of Beloit shall approve any design changes made in the field.

E. Interconnection

- (1) Contractor shall coordinate with the Utility to confirm the acceptable location for AC disconnect at the site. It will be the responsibility of the Contractor to ensure that any and all other documentation necessary to meet permit and utility requirements are submitted to the City of Beloit.
- (2) It will be the Responsibility of the Contractor to ensure that the system has passed all required AHJ and Utility inspections.

F. Electrical Permit

- (1) It will be the responsibility of the Contractor to obtain all electrical permits, schedule inspections and pay associated fees

G. Building Permit

- (1) It will be the responsibility of the Contractor to perform all structural engineering, submit all required applications with the AHJ and utility, and obtain the land use and building permit.

H. System Documentation

- (1) The contractor must deliver all documentation to the city of Beloit as outlined in the Project Documentation Checklist (**Exhibit A**)

I. System Commissioning

- (1) Contractor shall develop a PV system commissioning protocol to assure the system is operating as designed. The contractor will be responsible for developing the required commissioning documentation to be approved by the city of Beloit prior to commissioning. The final PV system commissioning report shall be included in the project documentation.

J. The Contractor will install and set up on behalf of the city of Beloit a data monitoring system that could be used as a public education kiosk.

K. Final Walkthrough

- (1) The Contractor shall schedule a tour of the completed PV system with the city of Beloit

L. System warranty

- (1) The Contractor shall provide a 5-year workmanship warranty.

M. Exhibit A: Site Plans

N. Project Documentation Checklist:

EXHIBIT A – Project Completion Checklist

The CONTRACTOR will provide the following documentation to FACILITY as outlined below before final payment will be issued. Please return this checklist with the final documentation. Please check the boxes to indicate which documents have been included. If a document is not required for the project or does not apply in the installation location, please initial in the space provided.

Documentation to FACILITY:

Item Initials:

Photovoltaic System Commissioning Checklist _____

Lien Release Affidavit _____

Signed Warranty Letter from GC and all Subs _____

Photos of Completed System _____

Site Diagrams _____

Electrical Single Line Diagram _____

Electrical Calculations _____

Solar Module Warranty and Operators Manual _____

Solar Module(s) Serial Numbers _____

Inverter Manual _____

Inverter Warranty and Registration _____

Inverter Serial Number(s) _____

Monitoring Gateway Documentation _____

Electrical Work Permit _____

Approved and Signed Electrical Inspection _____

Building Permit (if necessary) _____

Sealed Approval from licensed PE of all Mounting or Structural Designs (if necessary) _____

Any and all other Documentation Necessary to Meet State/Local /Regional Utility Requirements _____

Proposals Will Be Evaluated Based on the Following Criteria:

Contractors' proposals will be considered in a two-step selection process. In order to qualify for consideration, Contractors' must meet the basic project requirements. Proposals that do not meet the basic project requirements will be deemed nonresponsive and such offers will be rejected on that basis without further consideration.

Following is the criteria the selection committee will use to evaluate proposals:

1. Meets basic equipment specifications required(Yes/No);
2. Experience and credentials
3. Demonstration of understanding of project
4. Can meet project requirements
5. Can provide data monitoring/kiosk capabilities
6. Bid amount
7. Demonstration of desire to work with the local community
8. The City of Beloit reserves the right to exercise the discretion permitted to cities of the second class in the State of Kansas and to consider other factors deemed pertinent by its governing body.

All factors considered, the contract will be negotiated with the Contractor whose proposal is deemed most advantageous to the City of Beloit. Prior to the award of the contract, proposals may be held by the City of Beloit for a period not to exceed 45 days from the date due for the purpose of reviewing the proposals and investigating the qualifications of the contractor. The City of Beloit reserves the right to reject any and/or all RFPs

No verbal proposals shall be accepted. The Contractor agrees that the proposal shall be good and may not be withdrawn during the 45 day review period.

COUNCIL MEMO

DATE: 4/15/2020

SUBJECT: Crosswalk upgrades on 8th and Hersey

ORIGINATING DEPARTMENT: Administration

DISCUSSION:

Staff would like to get this back in front of the council to develop a planned sequence of installation for some of our identified crosswalk upgrades. The first two crosswalk upgrades could be 8th and Bell St. along with Hersey and 12th St. These two crossing have some of our highest vehicle traffic and foot traffic volumes and are both part of recently completed or to be completed Safe Routes to School projects. Currently, there is minimal crosswalk enhancement on 12th St. while there is a cross walk guard at times on 8th St. Both of these crosswalks would be greatly improved with the installation of the proposed systems and would provide service outside of the normal crosswalk guard time frames. The 8th St. crossing for instance has significant activity beyond school hours. We will walk through the preferred system in more detail, review costs, and discuss additional changes that the council or community may want to see.

Respectfully submitted,
Jason Rabe
City Manager



2292 Airport Blvd.
 Santa Rosa, CA 95403
 Phone (707) 542-4547
 Fax (707) 525-6333

Quote **Quote # 020420- 26**

Submitted to: **Chief Dave Elam**
 Beloit Police Department
 1716 N. Hersey Ave.
 Beloit Police Department, KS, 67420
 USA
 bpdchief@beloiks.org
 Phone 785-738-2203

PRICING IS FOR A 4 LANE CROSSWALK WITH 14 IRWL AND SNOW PLOW BASE PLATES AN A/C CONTROLLER WITH A SOLAR ALTERNATE OPTION, LED SIGNS AND PUSH BUTTON ACTIVATION

Reference: 4 Lane Crosswalk

Date: 2/4/2020	Shipment: FOB Santa Rosa	Terms and Conditions: 50/50 Discount pricing, SEE NOTE 6	Pricing Basis: MSRP less Sales Discount on Select Items
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Item	QTY	Model Number	Description	MSRP Total
1	1	LGS-PCU-AC	Std A/C PCU w/Programmable Interface, Batt. Backup, Backpan & Cabinet	\$ 3,975.00
2	14	LGS-M10/CHS-14	Amber LED IRWL Light Fixture w/ Snow Plow Resistant 14"Base Plate	\$ 11,550.00
3	1	LGS-PBA-PAIR	ADA 2" Push Button Assembly w/LED Placard - Pair (L & R)	\$ 825.00
4	4	LGS-W11-2 B 30 FYG	Ped Sign w/o Crosswalk Lines & LED Enhanced Border	\$ 3,500.00
5	2	W-16-7pL Arrow Sign	MUTCD Arrow Sign (12"x24" LEFT Facing)	\$ 220.00
6	2	W-16-7pR Arrow Sign	MUTCD Arrow Sign (12"x24" RIGHT Facing)	\$ 220.00
7	10	TWO PART EPOXY KIT	LGS APPROVED HIGH STRENGTH TWO PART EPOXY FOR IRWL BASE PLATES	NO DISCOUNT \$ 1,950.00
8	1	LGS-W-SIGN	Solar Powered Wireless Flashing LED Sign System	\$ 8,300.00
9	1	LGS-SHIPPING	Estimated Shipping & Handling Charges	NO DISCOUNT \$ 1,800.00
10	1	LGS Sales Discount	Discretionary Sales Discount on Select Items = 20%	\$ (6,105.00)
11	1	LGS 50/50 TERMS Discount	Discount for 50% Pre-Pay Order	\$ (1,525.00)

Total Including Shipping & Handling \$ 24,710.00

Alternate Items

1A	1	LGS-SOLAR SYSTEM	Solar Powered PCU w/Programmable Interface, Batteries, Cabinet & Panel	\$ 6,640.00
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Alternate Total Including Shipping & Handling \$ 27,375.00

Notes:

1. Quote is subject to attached TERMS AND CONDITIONS OF SALE and may expire thirty (30) days from quote date.
2. This offer excludes the following, but is not limited to: installation, poles, wire, miscellaneous mounting hardware, applicable sales tax, drawings, bonds, fees, permit fees or any other added fees.
3. This product complies with U.S. Patent no. 6,384,742 awarded to LightGuard Systems, Inc. Use license is authorized for each system purchased.
- 4.
5. Shipping 10 to 12 weeks normally, after receipt of Order Confirmation - subject to change due to parts availability or special order.
6. PAYMENT TERMS: 50% Due Upon Order 50% Due Upon Completed Order Ready To Ship. 50/50 terms are our best pricing and represent approx 5% discount off our standard prices.
7. Solar Powered Systems are designed to operate within the performance characteristics outlined in the attached solar calculation worksheet. If the actual electrical load exceeds that noted in the worksheet (% daily power consumption), then the customer is responsible to increase the power via additional solar panels &/or batteries as required.

Sher Paz

Sher Paz
 Authorized Sales Agent
sher@lightguardsystems.com

Date: February 4, 2020

(Quote tool version 2v127)



2292 Airport Blvd.
 Santa Rosa, CA 95403
 Phone (707) 542-4547
 Fax (707) 525-6333

Quote	Quote #	020420- 3
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Submitted to:

Chief Dave Elam
 Beloit Police Department
 1716 N. Hersey Ave.
 Beloit Police Department, KS, 67420
 USA
 bpdchief@beloiks.org
 Phone 785-738-2203

PRICING IS A PROMOTIONAL DISCOUNT FOR A SIGN SYSTEM BUNDLE WITH 2 LED SIGNS, 2 DOWN ARROWS, 2 PUSH BUTTONS 2 WIRELESS CONTROLLERS AND 2 SOLAR PANELS POLES NOT INCLUDED

Reference: Crosswalk

Date:	Shipment:	Terms and Conditions:	Pricing Basis
2/4/2020	FOB Santa Rosa	50/50 Discount pricing, SEE NOTE 6	MSRP less Sales Discount on Select Items

Item	QTY	Model Number	Description	MSRP Total
1	1	LGS-W-SIGN	Solar Powered Wireless Flashing LED Sign System	\$ 8,300.00
2	1	LGS-SHIPPING	Estimated Shipping & Handling Charges	NO DISCOUNT \$ 640.00
3	1	LGS Sales Discount	Discretionary Sales Discount on Select Items = 20%	\$ (1,660.00)
4	1	LGS 50/50 TERMS Discount	Discount for 50% Pre-Pay Order	\$ (415.00)

Total Including Shipping & Handling \$ **6,865.00**

Notes:

- Quote is subject to attached TERMS AND CONDITIONS OF SALE and may expire thirty (30) days from quote date.
- This offer excludes the following, but is not limited to: installation, poles, wire, miscellaneous mounting hardware, applicable sales tax, drawings, bonds, fees, permit fees or any other added fees.
- This product complies with U.S. Patent no. 6,384,742 awarded to LightGuard Systems, Inc. Use license is authorized for each system purchased.
- Shipping 10 to 12 weeks normally, after receipt of Order Confirmation - subject to change due to parts availability or special order.
- PAYMENT TERMS: 50% Due Upon Order 50% Due Upon Completed Order Ready To Ship. 50/50 terms are our best pricing and represent approx 5% discount off our standard prices.
- Solar Powered Systems are designed to operate within the performance characteristics outlined in the attached solar calculation worksheet. If the actual electrical load exceeds that noted in the worksheet (% daily power consumption), then the customer is responsible to increase the power via additional solar panels &/or batteries as required.

Sher Paz

Date: February 4, 2020

(Quote tool version 2v127)

Sher Paz
 Authorized Sales Agent
sher@lightguardsystems.com

COUNCIL MEMO

DATE: 4/15/2020

SUBJECT: Animal Control Ordinance Updates and Amendments

ORIGINATING DEPARTMENT: Administration

DISCUSSION:

In 2018, the City of Beloit made some sweeping changes of its Animal Control Ordinances especially in respect to dogs. This was a transition away from breed specific language to dangerous/vicious dog language. While neither ordinance style is perfect, it has proven to be much more effective to have the dangerous/vicious dog language- albeit not perfect. It has allowed us to be more proactive in effectively dealing with dangerous/vicious dogs, although there are still challenges. In early 2019, the City of Beloit moved from a fee based licensing system to a free licensing system. Prior to this change we would have roughly 50-60 dogs registered with the city. The goal with registration is to determine vaccination and to more easily return dogs to owners if at large. Once the free licensing system was implemented we now have over 200 dogs registered and hopefully will be able to continue to increase that number. Even with these changes, one of our main challenges still revolves around dog owners, primarily a few dog owners which give us the most challenges. In 2018 and 2019 our code enforcement officer dealt with roughly 2-3 dog related issues per week. This ranges from at large dogs, to neglected dogs, to dog bites. Typically, the code officer tries to resolve the non serious issues prior to any notice to abate or court cases. The number of actual notices per year revolving around dogs for 2018 and 2019 will be provided at our meeting as that is still being researched (it is thought to be 3+ notices per month). If those first two steps do not work or the issue is serious, the cases go to municipal court. In 2018 we had 13 dog cases and in 2019 we had 15 dog cases.

This background is provided to set the table for the following three challenges that need to be addressed in order to make the dog portion of our animal control ordinance work better:

1. Review and discuss the leash law- Beloit has a modified leash law which allows for voice control.
2. Review and discuss the schedule of fines- a major issue that we have is dogs running at large, consistently it is the same dog owners. Each time dogs are at large, provides for additional opportunities for a bad situation to develop. This may be worth a severe escalation of fines for each violation. Typically, dog owners are given a verbal and then written warning before being fined, so we feel that beyond this the owner may be struggling with responsibility which puts everyone at risk.
3. Discuss other ideas for code enhancements for perpetual violators that may put more restrictions on owners or if they are a tenant the landlord. Again, the primary issues come from a small percentage of the same pet owners which increase the risk for other responsible pet owners.

Respectfully submitted,
Jason Rabe
City Manager

ARTICLE 1. GENERAL PROVISIONS

2-101. Definitions.

The following words and phrases, when used in this chapter, shall have the meanings respectively ascribed to them:

- (a) Animal means any live vertebrate creature, domestic or wild, other than humans, and including all fowl.
- (b) Animal Control Officer. The use of this title through this chapter shall be a reference to the Animal Control Officer and any staff assigned to work with the Animal Control Officer who may act to perform any duty under this chapter.
- (c) Animal hospital means any facility that has the primary function of providing medical and surgical care for animals and is operated by a currently licensed veterinarian.
- (d) Animal pound means the facility or facilities operated by the city or its authorized agents for the purpose of impounding or caring for animals under the authority of this chapter or state law.
- (e) Attack means violent or aggressive physical contact with a person or domestic animal or violent or aggressive behavior that confines the movement of a person.
- (f) Bite means any penetration of the skin by teeth.
- (g) Caretaker a person who claims responsibility for a cat. Often used to refer to people who are caring for feral cats.
- (h) Cat means any member of the Felis Catus Family, male or female, regardless of age.
- (i) Catterie means any establishment where more than four (4) purebred cats, licensed under any nationally recognized cat fancy group, society or association, are kept as a hobby or profit, where the breeding of such animals is for the improvement of the breed, and where such cats are kept in a specific, indoor, enclosed area at all times. Any catterie owner shall reside only in "A-L", Agricultural, "I-1", Light Industrial, or "I-2", Heavy Industrial, zoning districts of the city, except that any person operating a catterie in any residential zoning district of the city at the time of the adoption of this chapter shall be permitted to continue catterie operation at such location, provided that such catterie is continuously licensed with the city from October 18, 2004 onward.
- (j) Chief of police means the duly appointed, highest-ranking officer in charge of the police department or his authorized representatives.
- (k) Commercial animal establishment means any pet shop, grooming shop, auction, riding stable, guard dog service, kennel, catterie, animal pound, other than that operated by the city, animal hospital, business keeping animals in stock for retail or wholesale trade, or any establishment performing one or more of the principal activities of the aforementioned establishments.
- (l) Colony means a group of three or more free-roaming cats, not including young kittens too young to reproduce.
- (m) Dangerous animal means
 - (1) any animal which has exhibited a vicious propensity toward persons or domestic animals and is capable of inflicting serious physical harm or death to humans and which would constitute a danger to human life or property;

(2) any animal which, without provocation, attacks or bites, or has attacked or bitten, a human being or domestic animal; or

(3) any animal owned or harbored for the purpose of animal fighting, or any animal trained for animal fighting.

(n) Dog means any member of the *Canis Familiaris*, male or female, regardless of age.

(o) Exotic animal means

(1) any mammal not generally accustomed to live in or near human populations

(2) Poisonous reptiles of any length and non-poisonous reptiles over 8 feet in length. etc.)

(3) Poisonous arthropods (i.e., poisonous scorpions, poisonous spiders,

(4) All non-human primates.

(5) The definition of exotic animal shall also include, but is not limited to: antelope, badgers, bears, bison, any member of the large cat family (lion, cheetah, etc.), crocodilians, coyotes, deer, elephant, elk, game cock and other fighting birds, hippopotami, hyenas, llama, moose, ostriches, potbellied pigs, raccoons, rhinoceroses, skunks, and wolves.

(p) Feral Cat a cat who is too unsocialized (wild) to be handled and placed in a typical pet home. The cat may have been born to feral parents or may be a stray or abandoned cat that has become unsocialized.

(q) Free-roaming a cat who is allowed to wander at will off the owner/custodian's property or who is not confined in any way.

(r) Fowl any animal that is included in the zoological class Aves.

(s) Harboring means any person who shall allow any animal to habitually remain or lodge or be fed within his home, yard, enclosure, place of business or any other premises where he resides or which he controls.

(t) Hobby breeder means any person who owns more than five (5) but less than twenty (20) purebred, registered dogs or cats over the age of nine (9) months, which are habitually boarded and lodged within the person's domicile or yard where appropriately zoned; and who provides a fenced and/or totally enclosed exercise area; and provided that such animals are, at all times, kept in the fenced or enclosed area, except when under the personal and immediate control of the owner/custodian. To be considered a hobby breeder, a person must be a member, in good standing, of any national dog or cat fancy association; and provided furthermore, that the purpose and intent of breeding the animals is as a hobby and for the sole purpose of improving the breed.

(u) Household means all persons living in the same dwelling unit.

(v) Humane live animal trap means any cage trap that upon activation encloses an animal without placing any physical restraining upon any part of the body of such animal.

(w) Humane officer means any staff person employed at the city animal pound.

(x) Humanely euthanize means the proper injection of a substance that quickly and painlessly terminates the life of an animal, or any method approved by the American Veterinary Medical Association.

(y) Inhumane or cruel treatment or manner means any treatment to any animal which deprives the animal of necessary sustenance, including sufficient and wholesome food, potable water and protection from weather, or any treatment of any animal such as overloading, overworking, tormenting, beating, mutilating or teasing, or other abnormal treatment or neglect that causes suffering to such animal.

(z) Kennel means any premises upon which four (4) or more cats and dogs are kept, boarded, bred, trained for a fee, bought, and/or sold, except for commercial animal establishments otherwise, enumerated in this chapter. Any kennel shall be located only in "A-L", Agriculture, "1-1", Light industrial, or "1-2", Heavy industrial, zoning districts of the city, except that any person operating a kennel for cats or dogs in any residential zoning district of the city at the time of adoption of this chapter shall be permitted to continue kennel operating at such location, provided that such kennel is continuously licensed with the city from June 1, 1980 onward.

(aa) Large animal means any swine, bovine, goat, sheep, beast of burden or any other domestic or wild animal of similar or larger size.

(bb) Managed feral cat colony mean a colony of cats in which TTVAR-M has been or is being performed.

(cc) Microchip means a small electronic device inserted beneath the skin, between the shoulder blades, of an animal which can be scanned for identification purposes.

(dd) Neutered means any male or female cat or dog that has been permanently rendered sterile.

(ee) Notice to appear means a notice of a complaint of a violation requiring the violator to appear before the municipal judge, or in lieu of such appearance, pay such fine as is prescribed in this chapter.

(ff) Owner/custodian means the person owning, keeping, possessing or harboring any animal; or any person who feeds or shelters any stray animal for seventy-two (72) or more consecutive hours without reporting such animal to the animal pound or who professes ownership/custodianship of such animal. If a minor owns or keeps an animal, then any household head of which such minor is a member shall be deemed the owner/custodian of such animal under this chapter and shall be responsible as the owner/custodian, whether or not such household head is himself a minor. If not a member of a household, such minor shall be directly subject to the provisions of this chapter.

(gg) Premises means any parcel of land and any structure thereon in which any animal regulated by this chapter is housed and/or confined.

(hh) Proper tattoo means a legible, indelibly marked number corresponding to a system approved by the Animal Control Officer.

(ii) License tag means any system of animal identification approved by the City Clerk that does not involve alteration or permanent marking of any animal.

(jj) Small animal means any animal not within the definition of large animal, but including all dogs without reference to size.

(kk) Socialized a cat that is not afraid of people, particularly in a familiar environment; often used synonymously with tame.

(ll) Tethering refers to the practice of fastening a dog to a stationary object or stake, usually in the owner/custodian's backyard, as a means of keeping the animal under control. This term shall not refer to the periods with then animal is being walked or exercised on a leash.

(mm) To permit means to allow, consent, let, to acquiesce by failure to prevent or to expressly assent or agree to the doing of an act.

(nn) Vicious means angry, ferocious or dangerous behavior or a habit, tendency or disposition to approach any person or domestic animal in an attitude of attack or aggression when there is no provocation; or to snap at, assault or bite any person or other domestic animal when there is no provocation.

(oo) Wild animal means any animal that is predominately free-roaming as opposed to domesticated, and includes those animals defined as exotic animals and any rabies carrying species for which no anti-rabies vaccine has been approved by the Centers for Disease Control.

(Ord. 1992, Sec. 1)

2-102. Removal and disposal of dead animals.

(a) The Animal Control Officer shall be responsible for the removal of any dead animal found on public property within the city, except as otherwise provided in this section. In this section the term "dead animal" shall exclude any animal lawfully and humanely killed for food.

(b) No person having in his possession any dead animal shall permit the same to remain in or upon any private or public place.

(c) Large dead animals shall be removed and appropriately disposed of by the owner/custodian, occupant or proprietor of the premises promptly after the death or discovery of such animal. If not so removed or properly disposed of, the Animal Control Officer shall remove such animal. The charge for such removal shall be established by resolution.
(Ord. 1992, Sec. 1)

2-103. Emergency treatment of sick or injured cats and dogs.

(a) Any sick or injured cat or dog found at large in the city and wearing a current city license tag, identification tag or rabies vaccination tag shall be taken at once to a veterinarian for examination and treatment, and the owner/custodian of such animal shall be promptly notified. All charges for veterinary services shall be borne by such owner/custodian.

(b) Any sick or injured cat or dog found at large in the city without such identifying tag, tattoo or microchip shall be examined at once by the Animal Control Officer and held at the animal pound as prescribed in section 2-804.
(Ord. 1992, Sec. 1)

2-104. Penalties.

(a) Wherever, in this chapter, any act is prohibited or is declared to be unlawful or the performance of any act is required or the failure to do any act is declared to be unlawful and no specific penalty or penalty range is provided by another subsection of this section, the violation of any provision in this chapter shall be punished by a fine not less than \$75.00 and not more than \$500.00, or by imprisonment for a period not exceeding six (6) months, or, by both such fine and imprisonment, at the discretion of the court. Each day any violation of this chapter continues shall constitute a separate offense.

(b) Any pet owner/custodian issued a notice to appear for any of the following **Level I** sections of this chapter:

- Sec. 2-201(b) Removal/disposal of dead animals
- Sec. 2-302(b)&(c) Animals prohibited/owning
- Sec. 2-304 Location of yard housing of animals
- Sec. 2-411 Animals in public building prohibited
- Sec. 2-412 Removal of animal feces required
- Sec. 2-414 Duty to report animal bites
- Sec. 2-503 Report of motor vehicles striking animals
- Sec. 2-504 Selling of certain animals prohibited
- Sec. 2-507 Killing or molesting birds
- Sec. 2-508 Retention of animals unlawfully

The fee for violations under this article shall be established by resolution.

(c) Any pet owner/custodian issued a notice to appear for any of the following **Level II** sections of this chapter:

- Sec. 2-403 Proper identification of cats and dogs required
- Sec. 2-404 Running at large prohibited; exemptions-when not also charged with a violation of *Sec. 2-105. Dangerous or vicious animals* occurring during the running-at-large.
- Sec. 2-405 Animal nuisance activities prohibited
- Sec. 2-406 Excessive animal noise prohibited
- Sec. 2-410 Rabies vaccination of cats and dogs required
- Sec. 2-415 Proper maintenance of animal yard structures/pens required
- Sec. 2-602 Licensing of cats and dogs required

The fee for violations under this article shall be established by resolution.

(d) Any pet owner/custodian issued a notice to appear for any of the following **Level III** sections of this chapter:

- Sec. 2-301 Numbers of animals owned; exemptions
- Sec. 2-402 Animal care requirements and prohibition of animal cruelty
- Sec. 2-407 Proper confinement of cats and dogs in heat required
- Sec. 2-505 Exposing poison to animals
- Sec. 2-612 Hobby breeders license required
- Sec. 2-701 Licensing of commercial animal establishments required

The fee for violations under this article shall be established by resolution.

(e) Any pet owner/custodian issued a notice to appear for any of the following **Level IV** sections of this chapter:

- Sec. 2-105 Dangerous or vicious animals
- Sec. 2-302(a) Prohibited owning
- Sec. 2-501 Dog fighting
- Sec. 2-502 Cruelty generally

(1) A conviction of a first offense may require any or all of the following:

- (A) appearance before the Municipal Court;
- (B) animal confinement/impoundment;
- (C) payment of fine of not less than \$100.00 and not greater than \$500.00 and any impound fees accrued; and/or
- (D) compliance with confinement requirement.

(2) A conviction of a second or subsequent offense may require any or all of the following:

- (A) appearance before the Municipal Court;

- (B) removal of the animal from the city limits, or euthanization of the animal; and
- (C) fine of not less than \$200.00 and not greater than \$500.00 or by the imprisonment for a period of not exceeding six (6) months, or by both such fine and imprisonment, at the discretion of the court, plus payment of any impound fees accrued, if applicable.

The fee for violations under this article shall be established by resolution.

(f) If the alleged offender fails to pay the requisite fine or fails to appear in court on the date set by the notice to appear, then a warrant shall be issued for the arrest of the alleged offender.

(g) Any person given a notice to appear because of a violation of the standing regulations of the Animal Control Officer shall not be permitted to waive trial or settle the instant alleged offense by mail.

(h) Any person convicted of five (5) or more violations of the provisions of this chapter may be prohibited from owning any animal within the city.

(Ord. 2126; Code 2016)

■ 2-105. Dangerous dogs; definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(a) Dangerous dog means:

- (1) Any dog with a known propensity, tendency or disposition to attack, to cause injury, or otherwise threaten the safety of human beings or domestic animals;
- (2) Any dog which in a vicious or threatening manner approaches any person in an apparent attack upon the person while on the streets, sidewalks, or any public grounds or places;
- (3) Any dog which has attacked or bitten a human being or domestic animal in an aggressive, vicious or threatening manner, without provocation; or
- (4) Any dog owned or harbored primarily or in part for the purpose of dog fighting, or any dog trained for dog fighting.

Notwithstanding this definition of a dangerous dog, no dog may be declared dangerous if any injury or damage is sustained by a person or animal who at the time such injury or damage was sustained, was committing a willful trespass or other tort upon premises occupied by the owner or keeper of the dog, or was teasing, tormenting, abusing or assaulting the dog or was committing or attempting to commit a crime. No dog may be declared dangerous if an injury or damage was sustained by a person if the dog was responding to pain or injury; protecting itself, its kennel or its offspring; protecting or defending another human being within the immediate vicinity of the dog from an unjustified attack or assault; or involved in playful actions resulting in an unintentional bite wound. No dog may be declared dangerous if an injury or damage was sustained by a domestic animal which, at the time such injury or damage was sustained, was teasing, tormenting, abusing or assaulting the dog. Nothing in this section shall be deemed to regulate or prohibit the lawful maintenance of dogs by law enforcement agencies.

(b) It shall be unlawful for any person to own, possess, keep, or harbor a dog that such person knows, or reasonably should know, to be a dangerous dog, unless the owner, keeper or harbinger complies with the requirements of Section 2-107. Any person who keeps, harbors, controls, acts as a custodian of, or knowingly permits an animal to remain on or about any premises shall be deemed to own or possess the animal.

(c) Upon the occurrence of any event described in Section 2-105(a), the Animal Control Officer shall declare the dog as a dangerous dog as defined by this article.

(Ord. 1992; Ord. 2224; Ord. 2234)

2-106. Dangerous dogs, appeal; administrative hearing.

(a) Any person aggrieved by any decision, ruling, action, or finding by the City with respect to a determination of whether a dog is a dangerous dog as defined by this article may, within 10 days thereafter, file a written notice of appeal from the decision, ruling action, or finding to the municipal court for an administrative hearing thereon.

(b) An administrative fee of \$10.00 shall be paid to the Municipal Court for each appeal to the Municipal Court. No appeal shall be set for hearing until the fee has been paid.

(c) The filing of an appeal under this subsection shall not stay any action taken pursuant to this article.

(d) The hearing on the appeal shall be conducted by the judge of the municipal court who shall act as an administrative judge for the purposes of this article. The sole issue for determination shall be whether there is clear and convincing evidence that the animal is a dangerous dog as defined by this article. The Court shall make specific findings of fact and conclusions of law in each case.

(e) Pursuant to its role as administrative judge, the court is empowered to subpoena witnesses, take testimony, and require the production of any evidence relating to any matter being heard. The failure of the owner, keeper or harbinger to attend or participate in the hearing shall not prevent the judge from making the appropriate determination concerning the dog.

(f) Any aggrieved party may appeal the decision and findings of the Municipal Court Judge pursuant to K.S.A. 60-2101 (d). However, the filing of an appeal under this subsection shall not stay any action taken pursuant to this article.

(Ord. 2224; Ord. 2234)

2-107. Dangerous dogs, control; registration; confinement.

If a dog is dangerous by definition, is declared dangerous by the Animal Control Officer, or the municipal court judge determines that a dog is dangerous pursuant to this article, the owner or keeper of the dangerous dog shall be required to comply with the following:

(a) **Registration.** The owner or keeper shall annually register the dangerous dog with the city, on such forms designated by the city clerk. The owner or keeper shall pay a \$50.00 annual license fee. The owner or keeper shall be responsible for maintaining with the city clerk the address of the owner or keeper and the dangerous dog. The owner or keeper shall notify the city clerk within seven days of a change in address for the owner or keeper and dangerous dog, or the removal from the city limits or death, loss or theft of a registered dangerous dog.

(b) **Confinement.** All dangerous dogs shall be securely confined indoors or in a securely enclosed and locked pen or kennel outdoors. Said enclosure shall be a fence or structure at least six feet in height, with a secure top suitable to confine a dangerous dog and shall meet the minimum size requirements in Section 2-402(c)(2). If such enclosure has no bottom secured to the sides, the sides must be embedded into the ground no less than one foot. No dangerous dog may be kept on a porch, patio or in any part of a house or structure that would allow the dog to exit such building on its own volition. It is unlawful for any owner or keeper to maintain a dangerous dog upon any premises that does not have a locked enclosure. It is unlawful for any owner or keeper to allow a dangerous dog to be outside of the dwelling of the owner or keeper or outside the enclosure unless it is necessary for the owner or keeper to obtain veterinary care for the dangerous dog or for the limited purposes of allowing the dangerous dog to urinate or defecate or to sell or give away the dangerous dog or respond to such orders of law enforcement officials as may be required. In such event, the dangerous dog shall be securely muzzled and restrained with a leash not exceeding four feet in length, and shall be under the direct control and supervision of the owner or keeper of the dangerous dog. No person shall permit a dangerous dog to be kept on a chain, rope or other type of leash outside its kennel or pen. Such dogs may not be leashed to inanimate objects such as trees, posts or buildings. The muzzle shall be made and used in a manner that will not cause injury to the dog or interfere with its vision or respiration, but shall prevent it from biting any human or animal.

(c) **Microchipping.** All dangerous dogs shall have an identification microchip implanted in the dog which is compatible with local veterinarian detection equipment. The applicant shall provide proof of microchipping at the time

application or reapplication is made for a dangerous dog license.

(d) Signage. All owners of dangerous dogs shall display in a prominent place on their premises a sign easily readable by the public using the words "Beware of Dog". In addition, a similar sign is required to be posted on the kennel or pen of such animal.

(e) Identification Photos. All owners of dangerous dogs shall provide a current photo of the dog being registered during the registration process for identification purposes.

(f) Spayed/Neutered. The dangerous dog shall be spayed or neutered by a licensed veterinarian. The application or reapplication for a dangerous dog license shall include documentation showing that the dog has been spayed or neutered.

(g) Insurance. Any owner of a dangerous dog shall maintain liability insurance in the single-incident in the amount of \$100,000.00 for bodily injury or death of any person(s), or for damage to property which may result from actions of the dangerous dog, or from action or inactions of the owner related to the dangerous dog. The application or reapplication for a dangerous dog license shall include a certificate of liability insurance that indicates the required insurance level and is valid for the intended registration period.

(Ord. 2224; Ord. 2234)

2-108. Dangerous dogs, violation of requirements.

(a) Penalty; Fines. It is unlawful for any person to violate the provisions of this article. Any person found guilty of violating the provisions of this article shall be assessed, fined, and the animal disposed of, as provided in this subsection:

- (1) Registration. Any dangerous dog that is not properly registered in accordance with Section 2-107 or if any other requirements in Section 2-107 are not met, such dog shall be impounded by animal control or law enforcement, or their designee, until such animal is properly registered or removed from the city limits. In addition to all costs for impoundment, the owner or keeper shall pay a \$100.00 fine.
- (2) At-large. Any dangerous dog that is not confined as required pursuant to this article shall be impounded by animal control or law enforcement, or their designee. In addition to all costs for impoundment, the owner or keeper shall pay a \$150.00 fine. For a second offense within 24 months in which the dog is not confined as required pursuant to this article, in addition to all costs for impoundment, the owner or keeper shall pay a \$300.00 fine, and the animal control or law enforcement, or their designee is empowered to impound the dog, and after the expiration of a five-day waiting period, exclusive of Sundays and holidays, shall destroy the dog. The judge shall have no authority to suspend the fine or any portion thereof.
- (3) Attack on Human. If any dangerous dog shall attack, assault, wound, bite, or otherwise injure or kill, or assist in such injury or killing of a human being, the owner or keeper shall pay a \$500.00 fine, and the animal control officer, law enforcement, or designee is empowered to impound the dog, and after the expiration of a five-day waiting period, exclusive of Sundays and holidays, shall destroy the dog. The judge shall have no authority to suspend the fine or any portion thereof.
- (4) Attack on Other Animal. If any dangerous dog shall kill or wound, or assist in killing or wounding, any animal, the owner or keeper shall pay a \$250.00 fine, and the animal control officer or law enforcement officer is empowered to impound the dog, and after the expiration of a five-day waiting period, exclusive of Sundays and holidays, shall destroy the dog. The judge shall have no authority to suspend the fine or any portion thereof. If the owner or keeper of a dog impounded pursuant to this article shall believe that there has not been a violation of the provisions of this article, such owner may petition the municipal court, on forms approved by the municipal judge, praying that the impounded dog not be destroyed. The impounded dog shall not be destroyed pending the resolution of such owner's petition if the petition shall have been filed within five days of impoundment of such dog and notice shall be delivered within five days of the impoundment of such dog. The dog shall remain impounded pending the determination of the petition. If the court shall find that there shall not have been a violation, such dog shall be released to the custody of the owner upon the payment of the expenses by the owner or keeper.

(b) Jail Sentence. In addition to the fines provided in this section, the municipal judge shall have the authority to sentence the person adjudicated guilty of this article to serve up to a maximum of six months in jail.

(Ord. 2224; Ord. 2234)

2-109. Dangerous dogs, threats to public safety.

Notwithstanding any other provision of this article to the contrary, and irrespective of whether the dog has been declared dangerous pursuant to this article, the municipal judge may order any dog destroyed if the judge determines that the dog is an immediate threat to public health and safety and that confinement and registration of the dog by the owner or keeper of the dog as provided in this article will not adequately protect public health and safety. No person shall harbor, own or possess a dog that is an immediate threat to public health and safety. In making such determination, the judge may consider the severity of the attack and other relevant information. The municipal judge shall have the authority to sentence the person adjudicated guilty of this article to serve up to a maximum of six months in jail and to pay a fine not to exceed \$1,000.00.

(Ord. 2224; Ord. 2234)

2-110. Dangerous dogs, duty of owners; failure to comply.

The purpose of the requirements in this article governing dangerous dogs is to prevent attacks, injuries or death by mandating use of control methods. It is the affirmative duty of any owner of a dangerous dog to take all necessary steps to comply with this article. Any dog found to be the subject of a violation of this article shall be subject to immediate seizure and impoundment. If the dog is not immediately seized and impounded, the officer shall instruct the owner to keep said dog confined in a securely closed and locked pen or kennel until such time as the court may order seizure and impoundment. Neither the owner, nor any other person may remove said dog from said secure pen or kennel without the written permission of either the animal control officer or judge of the municipal court. Failure to comply with any provision of this article shall also be considered good cause for the revocation of any license issued allowing for the keeping of the subject dog, resulting in the immediate removal from the city by the owner, or the impoundment of the dog.

(Ord. 2224; Ord. 2234)

2-111. Dangerous dogs, costs to be paid by responsible persons.

All reasonable costs incurred by the city in seizing, impounding, confining or disposing of any dangerous dog pursuant to the provisions of this article shall be charged against the owner of such animal and shall be subject to collection by any lawful means. If the owner of the animal is found guilty of a violation of this article, said above-mentioned expenses shall be assessed as costs in said court action.

(Ord. 2224; Ord. 2234)

2-112. Dangerous dogs, penalties.

Whenever in this article any act is prohibited or is declared to be unlawful or the performance of any act is required or the failure to do any act is declared to be unlawful, the violation of any provision of this article shall be punished by a fine of not more than \$1,000.00, or by imprisonment for a period not exceeding six months, or by both fine and imprisonment, at the discretion of the court. Each day any violation of this article continues shall constitute a separate offense.

(Ord. 2224; Ord. 2234)

2-113. Vicious dogs, definitions.

The city hereby finds that certain dogs, because of a combination of their physical attributes and disposition or training for aggression, fighting or attack, pose a clear and present threat to public safety. Although relatively few in number, such dogs represent a threat to all persons, particularly those persons who cannot protect and defend themselves, such as children and the elderly. Regardless of the procedures taken to confine such dogs, their mere presence creates an

unacceptable risk to the public because such dogs may escape or be released at any time. Because of the clear and present threat to public safety, such dogs are found to be a public nuisance. As a result, the city hereby prohibits the ownership and possession of these vicious dogs within the city limits of the city and imposes related regulations, as set forth in this article.

Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Vicious dog means:

(a) Any dog which:

- (1) Kills a human being;
- (2) Inflicts severe injury to a human being through a sustained or vicious attack;
- (3) Has been trained to fight and possess physical attributes such as size, build, or bite strength to inflict severe injury to a human being. For this purpose, the following shall be presumed to have been trained to fight:
 - (A) Any dog involved in a staged fight;
 - (B) Any dog exhibiting wounds or bodily disfigurements commonly associated with dog fighting;
 - (C) Any dog found or kept on premises at which equipment is located that is commonly associated with training dogs to fight; or
 - (D) Any dog found or kept with other dogs that:
 - (i) Have been trained to fight; or
 - (ii) Are presumed to have been trained to fight.
- (4) Because of its disposition and physical attributes, such as size, build, or bite strength, poses a substantial threat to the life and safety of public safety and emergency response personnel (such as law enforcement officers, firefighters and paramedics) who are seeking or may seek lawful access to any property in order to perform their duties; or
- (5) Has the propensity, tendency or disposition to attack a human being without provocation and possesses physical attributes such as size, build, or bite strength to inflict severe injury to a human being.

(b) Exceptions. No dog shall be deemed or declared a vicious dog:

- (1) Solely because it inflicted severe injury on a human being if the human being was, at the time the severe injury was sustained:
 - (A) Assaulting the owner or possessor of the dog; provided, the owner or possessor of the dog was not the aggressor;
 - (B) Committing a willful trespass upon the premises of the owner or possessor of the dog; or
 - (C) Provoking, tormenting abusing, or assaulting the dog, or can be shown to have repeatedly provoked, tormented, abused, or assaulted the dog at other times.
- (2) Solely because it inflicted severe injury on a human being if the dog was, at the time the substantial injury was sustained:
 - (A) Responding to pain or injury;

- (B) Protecting itself; its kennel, its offspring, or its owner or possessor's property; or
 - (C) Protecting or defending another human being within the immediate vicinity of the dog from an unjustified attack or assault.
- (3) Is owned or possessed by a federal, state, or local law enforcement agency.

(Ord. 2224)

2-114. Vicious dogs, unlawful acts.

(a) Vicious Dogs as Public Nuisance. Vicious dogs are declared to be a public nuisance and are hereby prohibited within the city.

(b) Ownership or Possession of Vicious Dog. It is unlawful to own or possess a vicious dog in the city. An owner or possessor of a dog that falls within the definition of "vicious dog" shall be strictly liable under this article and a conviction shall not require proof of any criminal intent or the owner or possessor's knowledge of any particular propensity, tendency or disposition of the dog. Each vicious dog owned or possessed in violation of this article shall constitute a separate offense.

(c) Ownership or Possession of Dog Following Conviction. It is unlawful for any person convicted of owning or possessing a vicious dog in violation of subsection (b) of this section to own or possess any dog, whether or not found to be a vicious dog, for a period of three years following the date of such conviction.

(Ord. 2224)

2-115. Vicious dogs, euthanization.

If the court finds, after hearing evidence, that any dog is a vicious dog, the court shall, in addition to any other applicable penalties or remedies, order the animal control officer, law enforcement, or designee to cause the dog to be euthanized in accordance with applicable state euthanization laws. The court may enter such an order as part of a criminal proceeding brought pursuant to Section 2-117 or in a separate civil proceeding brought for such purpose and, in either event, shall impose against the owner or possessor of the vicious dog the expenses of impounding, keeping, and euthanizing the vicious dog. The owner or possessor shall be notified (at the owner or possessor's last known address) at least five days in advance of the date and time of any evidentiary hearing pursuant to this article and may present contrary evidence at such hearing. The failure of the owner or possessor to attend or participate in the hearing, however, shall not prevent the court from making an appropriate determination concerning the dog.

(Ord. 2224)

2-116. Vicious dogs, impoundment.

(a) Generally. When the animal control officer, law enforcement, or designee has probable cause to believe that any dog is a vicious dog, such officer may, in his discretion, take custody of the dog and impound it until such time as evidence shall be heard and a determination made as to whether the dog is a vicious dog; provided that if the owner or possessor of the dog is not known, the dog may be disposed of pursuant to other applicable law. The dog may be impounded at a licensed veterinary clinic or other location that the animal control officer, law enforcement, or designee permits and which is consistent with applicable state impoundment laws. A warrant may be obtained to allow the animal control officer, law enforcement, or designee or any other law enforcement officer to go onto any property and take custody of any dog for which there is probable cause to believe it is a vicious dog. In addition, the court may, through its contempt power, compel the owner or possessor of any dog to surrender it to the animal control officer, law enforcement, or designee. In the event any dog is found to be a vicious dog, the owner or possessor of such dog shall be responsible for payment of any expenses of impounding and keeping the dog, pending disposition of the case and expenses of euthanizing the dog.

(b) Discretionary Testing of Suspected Vicious Dog. Whenever any dog is impounded pursuant to this article based upon probable cause to believe that the dog is a vicious dog under the term "vicious dog" of Section 2-113(a)(3), (a)(4) or (a)(5), the animal control officer, law enforcement, or designee may, in his discretion, cause any person who is

knowledgeable in identifying dogs trained to fight, or who is trained or certified at evaluating animal temperament, to examine the dog and render an opinion as to whether the dog is a vicious dog under the term “vicious dog” of Section 2-113(a)(3), (a)(4) or (a)(5), with the person examining and rendering the opinion to be chosen at by the animal control officer, law enforcement, or designee requesting the examination.

(c) **Unauthorized Removal of Impounded Dogs, Actual or Attempted.** No person shall remove or attempt to remove a dog from the custody of the animal control officer, law enforcement, or designee or any animal shelter at which the dog is impounded, whether by force, threat, deceit or otherwise, when such dog has been impounded under the provisions of this article or any other law, unless the animal control officer, law enforcement, or designee or a court of appropriate jurisdiction expressly authorizes the release of the dog.

(d) **Post-impoundment Review.** Within ten days of impounding a vicious dog pursuant to this section without a warrant, the court shall review documentary evidence substantiating the animal control officer, law enforcement, or designee’s probable cause to determine whether the dog is a vicious dog. If the court determines that the evidence is not sufficient to establish probable cause that the dog is a vicious dog and the dog’s owner or possessor is known, the dog shall be released to its owner or possessor as soon as practical.

(Ord. 2224)

■ **2-117. Vicious dogs, criminal penalties.**

In addition to any applicable restitution, any person who violates the provisions of this section shall be subject to the following penalties:

(a) **Violation of Vicious Dog Provisions.** Any person who owns or possesses a vicious dog in violation of Section 2-114(b) shall be guilty of a misdemeanor, punishable as follows:

- (1) First offense, a fine, which shall be set at \$500.00. The fine shall be mandatory, and the court shall have no authority to suspend the fine or any portion thereof. In addition, the court shall have the authority to sentence the defendant to confinement in the county jail for a maximum of 90 days.
- (2) Second offense, committed within five years of a prior offense, a fine, which shall be set at \$1,000.00. The fine shall be mandatory, and the court shall have no authority to suspend the fine or any portion thereof. In addition, the court shall have the authority to sentence the defendant to confinement in the county jail for a maximum of six months.
- (3) Third offense, committed within five years of two prior offenses, a fine, which shall be set at \$1,000.00. The fine shall be mandatory, and the court shall have no authority to suspend the fine or any portion thereof. In addition, the court shall sentence the defendant to confinement in the county jail for a minimum of 30 days and a maximum of six months. The defendant shall be required to serve the minimum 30-day jail sentence and the court shall have no authority to suspend the first 30 days of such sentence.

(b) **Violation of Provisions Regarding Unauthorized Removal of Impounded Dogs.** Any person who removes or attempts to remove a dog from the custody of the animal control officer, law enforcement officer, or designee, or any animal shelter at which the dog is impounded, in violation of Section 2-116(c), shall be guilty of a misdemeanor, punishable by a fine in the amount of \$1,000.00. The court shall have no authority to suspend the fine or any portion thereof. In addition, the court shall have the authority to sentence the defendant to confinement in the county jail for a maximum of six months.

(c) **Violation of Other Provisions.** Any person, who owns or possesses a dog in violation of Section 2-114(c) or violates any other provision of this article, shall be guilty of a misdemeanor, punishable by a fine in the amount of \$250.00. The court shall have no authority to suspend the fine or any portion thereof. In addition, the court shall have the authority to sentence the defendant to confinement in the county jail for a maximum of 30 days.

(Ord. 2224)

■ **2-118. Vicious dogs, costs to be paid by responsible persons.**

All reasonable costs incurred by the city in seizing, impounding, confining or disposing of any vicious dog pursuant to the provisions of this article shall be charged against the owner of such animal and shall be subject to collection by any lawful means. If the owner of the animal is found guilty of a violation of this article, said above-mentioned expenses shall be assessed as costs in said court action.

(Ord. 2224)

2-119. Administration and enforcement.

It shall be the duty of the city manager, through the enforcement authority to administer and enforce the provisions of this ordinance. The city manager shall have authority to establish reasonable administrative regulations, policies and procedures as needed to effectively carry out the spirit and intent of this ordinance.

(Ord. 2224)