

REQUEST FOR COUNCIL ACTION

DATE: 6/17/2020

TITLE: Solar Origination Agreement

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend that the Council approve the solar origination agreements with POW Solar LLC.

BACKGROUND:

By entering into this agreement the City of Beloit gives POW Solar LLC 90 days to develop a solar package that meets or exceeds the proposal in the RFP. The unique aspect utilizing POW Solar LLC in this way is that they will be able to take advantage of ITC's, depreciation, and work to find the best deal. This may and hopefully will include local contractors and even other responders to the RFP. Ultimately, this does not force the city to purchase anything unless we find the final proposal to be agreeable and wish to proceed.

FINANCIAL IMPACT:

The financial impact for the city is 22% and 78% for Mitchell County. The funding for this item is the CIP fund that has a current cash balance of \$686,138.97 as of 6-12-2020.

OPTIONS:

DISCUSSION:

Respectfully submitted,
Jason Rabe
City Manager

RESOLUTION 2020-10

A RESOLUTION APPROVING A SOLAR ORIENTATION AGREEMENT WITH POW SOLAR LLC, A
TEXAS LIMITED LIABILITY COMPANY

WHEREAS, the Beloit City Council desires to enter into a solar origination agreement with POW Solar LLC.

NOW, THEREFORE BE IT RESOLVED by the Governing Body of the City of Beloit, Kansas:

1. **Agreement.** The Solar Origination Agreement between POW Solar LLC and the City of Beloit, Kansas, is hereby adopted at attached hereto as **Exhibit A**.

2. **Implementation.** The Mayor is hereby authorized to execute the Solar Origination Agreement with POW Solar LLC and the City Manager shall be authorized to enforce the provisions as provided therein.

3. **Effective Date.** The effects of the Resolution shall be in full force after its approval by the Governing Body.

PASSED by the Governing Body and signed by the Mayor this 17th day of June, 2020.

Tom Naasz, Mayor

ATTEST:

Amanda J. Lomax, City Clerk

EXHIBIT A

SOLAR ORIGINATION AGREEMENT

CITY OF BELOIT, KANSAS

AND

POW SOLAR LLC, A TEXAS LIMITED LIABILITY COMPANY

June 17, 2020

SOLAR ORIENTATION AGREEMENT

This Solar Origination Agreement (“Agreement”) effective as of June 17, 2020 (the “Effective Date”) between POW Solar LLC (“Developer”) and City of Beloit, Kansas, a municipality organized under the laws of Kansas (“Beneficiary”) (individually “Party” and collectively “Parties”) provides the framework under which Developer will originate, plan, develop, and finance solar projects for the benefit of Beneficiary. It does not represent a binding offer or commitment for any Project (as defined below) from either Party or any of their affiliates, agents, or assignees, unless and until, the Parties sign a Notice of Approval of Project (“NAP”), as defined below, at which time the terms and conditions shall apply to the Project defined in the NAP and shall be binding on both Parties under this Agreement and under the Definitive Agreements, as applicable and once negotiated and executed. Any participation in a Project created under this Agreement would be subject to, among other things, satisfactory due diligence, receipt of all necessary approvals, and negotiation and execution of Definitive Agreements (defined below), all satisfactory to each Party in its sole discretion.

The Parties agree as follows:

Developer	POW Solar LLC, a Texas Limited Liability Company
Beneficiary	City of Beloit, Kansas, or its affiliates
Facilities	This Agreement applies to sites and facilities located within Mitchell County, Kansas that are owned by or leased by Beneficiary (“Facility” or “Facilities”).
Purpose	<p>The purpose of this Agreement is to analyze Facilities for their potential for development of solar power projects (“Project” or “Projects”), and then to originate, develop, and construct one or more Projects for the benefit of Beneficiary.</p> <p>Projects originated by Developer under this Agreement may provide solar electric power at or below the current cost of electricity. Furthermore, Developer will take advantage of tax credits, grants, loans, financial structures, and other programs available to solar power projects, to develop Projects that save money for the Beneficiary (“Savings”). Savings will be calculated against the “Base Project”, defined for each Project in Exhibit B as the solar power project that Beneficiary would have realized without the involvement of Developer. Savings may be realized at Project Financial Close or over time through reduced electric power costs.</p>
Exclusivity Period	<p>Upon execution of this Agreement, Beneficiary grants the Developer an exclusivity period of ninety (90) days (“Exclusivity Period”) to define and propose specific terms for Projects and Facilities listed in Exhibit B. (“Exclusive Projects”) Owner will not enter into any agreement with any other party relating to any of the Exclusive Projects during the Exclusivity Period, without the consent of Developer. Additional Projects and Facilities may be added to Exhibit B by mutual consent of the Parties.</p> <p>The Exclusivity Period will be extended for Approved Projects by twelve (12) months after the Notice of Approval of Project (NAP) execution date, which will be the date of execution of the NAP as provided in Exhibit C signed by both Parties.</p>
Alternate Vendors	Beneficiary may introduce other vendors to Developer for participation in specific Projects. Developer will evaluate proposals from other entities who engage in other

	<p>aspects of solar project development or construction (“Alternate Vendors”) in good faith consideration of the benefit to Beneficiary and will explain the benefits and risks of such proposals to Beneficiary. The Alternate Vendor may be included in a Project by mutual consent of the Parties. Inclusion of alternate vendors may result in Alternate Compensation, as defined below for Developer.</p>
Term	<p>The term of this Agreement shall be one (1) year, or until such time as the last Approved Project covered by the Agreement and any Definitive Agreements are completed or otherwise terminated by mutual consent of the Parties.</p>
Origination Process	<p>The solar origination process is defined as follows:</p> <ol style="list-style-type: none"> (1) Beneficiary will deliver information on electric usage, rates, and facility physical characteristics to Developer, and arrange meetings with appropriate personnel at Facilities under consideration for Projects listed on Exhibit B, as may be amended from time to time. (2) Developer will define and propose a Project to Beneficiary for a Facility listed on Exhibit B. (3) Beneficiary, at its sole discretion, may approve a Project with a Notice of Approval of Project (NAP), substantially in the form of Exhibit C. Upon execution and delivery of the NAP, Project becomes an “Approved Project” under this Agreement. (4) Developer will develop the Approved Project for the benefit of Beneficiary, form a legal entity for the Project, e.g. a Texas Limited Liability Company, (“Project Entity”) and draft Definitive Agreements. Developer will be the initial owner of the Project Entity (“Project Owner”). (5) Beneficiary, at their sole discretion and subject to due diligence and internal approvals, will review, negotiate, and execute applicable Definitive Agreements. (6) Under the terms of the Definitive Agreements, Developer will complete or cause to be completed all actions needed to bring the Project to successful operation, including development, finance, procurement and construction
Definitive Agreements	<p>As shown in Exhibit A, each Project Entity will execute the following contracts (“Definitive Agreements”) with the counterparty indicated beside each agreement listed below. Not all contracts listed below will apply to each Project, and some Projects may require other contracts to complete development.</p> <ul style="list-style-type: none"> • Site Lease – with surface owner • Shared Surface Use – if mineral rights owner is different from surface owner • Interconnection – with utility and/or Beneficiary • Power Purchase Agreement (“PPA”) – with power buyer or Beneficiary • Property Tax Abatement – with local tax authority • Engineering, Procurement, and Construction (“EPC”) – with general contractor • Operations & Maintenance (“O&M”) – with post-operations site manager • Project Financing: <ul style="list-style-type: none"> ▪ Tax Equity – with counterparty who receives Project tax benefits ▪ Sponsor Equity – with long-term owner of project ▪ Project Debt – with provider of non-recourse term loan ▪ Construction Debt – with provider of construction period loan <p>For all Projects in this Agreement, Beneficiary will be the counterparty to one or more of the Definitive Agreements, typically the Site Lease, PPA, and/or Tax Equity.</p>

Developed Project	An Approved Project will be deemed a “Developed Project” when it has executed all the Definitive Agreements that are required for that Project by the Project Financing counterparties at Financial Close.
Project Financing	Projects may require third-party non-recourse project finance in order that Beneficiary will not be required to provide capital to finance the Project. Developer will be responsible for seeking to arrange financing of a Project from banking and investor relationships established by Developer.
Tax Equity	Projects will be eligible for federal and potentially state income tax credits and accelerated depreciation tax benefits. Together, these benefits primarily go to the “Tax Equity” investor during the term of Project Financing.
Financial Close	The date when Definitive Agreements related to Project Financing are executed. This typically occurs on or near the construction Notice to Proceed (“NTP”) date.
Renewable Energy Certificates	Projects will generate one (1) Solar Renewable Energy Certificates (“SREC”) per MWh of electricity generated. Projects will register SRECs with the appropriate state or regional body and transfer all SRECs generated by the Project to Beneficiary as provided in one of the Definitive Agreements (typically, PPA or Tax Equity) for the term of that Definitive Agreement. Beneficiary may then retire these SRECs and take credit for the environmental benefits as part of their sustainability programs or for other purposes.
Vendor Relationships; Vendor Bids	<p>Developer has multiple long-standing prior relationships with solar equipment and service providers. Developer will leverage these relationships to find the best vendors and highest value to each Project. In cases where Developer has preferred agreements with any vendor considered for award in a Project, this relationship will be disclosed to Beneficiary and any value from that relationship (e.g. preferred pricing, rebates, etc.) will be transferred to the Project, to the extent possible and agreeable to by the vendor.</p> <p>For most Projects, Developer will receive a minimum of three (3) bids from qualified vendors for the major Project contracts (EPC, O&M, Project Financing). Beneficiary may request to review these bids and understand the reason for award of any major Project contract, or the reason Developer evaluated fewer than three (3) bids (if applicable).</p>
Developer Fee	Developer Fee is defined as the Project Owner’s profit at Financial Close from each Project.
Project Cost	The total cost of the Project, including the Developer Fee, as determined by the Developer and Sponsor Equity investor at Financial Close and validated by the standard cost segregation analysis performed during the Investment Tax Credit Appraisal (ITC Appraisal). The ITC Appraisal will be performed by an industry-recognized qualified and independent appraiser following the guidelines of the Internal Revenue Service and industry best practices.
Developer Compensation; Distributions and Net Proceeds	<p>The Developer Fee received from each Developed Project at Financial Close will be distributed in two tranches:</p> <ol style="list-style-type: none"> (1) Developer will receive 100% of the Developer Fee from each Project, up to 10% of the Project Cost. (2) The balance, if any, of the Developer Fee above 10% of the Project Cost will be distributed as: <ul style="list-style-type: none"> • 20% to Developer • 80% to Beneficiary <p>For example, if the Project Cost is \$100,000 and of that amount the Developer Fee is \$20,000, then the Developer Fee will be distributed as \$12,000 to Developer (\$10,000</p>

	<p>under tranche 1 and \$2,000 under tranche 2) and \$8,000 to Beneficiary (under tranche 2).</p> <p>The total amount distributed to Developer is defined as "Net Proceeds".</p>
Alternate Compensation	<p>Some Projects may require an alternate structure for Developer Compensation in order to maximize the benefit to Beneficiary. In these cases, the Developer will propose in the NAP form an alternate compensation structure, which will be substantially equivalent to the Net Proceeds from Developer Compensation. For example, the Developer may receive a residual fee per megawatt hour ("MWh") in a power contract, or a flat success fee when working with an Alternate Vendor. Alternate Compensation, if any, will be discussed on a Project-specific basis prior to executing the NAP, and will be agreed upon by mutual consent of the Parties.</p>
Non-Inclusive; Non-Binding for Projects	<p>This Agreement does not contain all matters upon which agreement must be reached in order for any Definitive Agreement to be completed. A binding commitment with respect to any Project can only result from the execution and delivery of the Definitive Agreements.</p>
Governing Law; Jurisdiction; Venue	<p>This Agreement shall be construed and enforced in accordance with the laws of the State of Texas without giving effect to the choice of law principles thereof, provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas. The Parties agree that any claim or controversy be settled by arbitration in Dallas, Texas in accordance with the American Arbitration Association Commercial Arbitration Provisions.</p>
Non-circumvention	<p>Without the specific written permission of the other Party, each Party agrees not to (a) by-pass, compete, avoid, circumvent, or attempt to circumvent the other Party relative to rights under this Agreement or any Net Proceeds or any benefits deriving from a Project Entity, or (b) pursue any separate business opportunities with such parties without the other Party, or (c) actually or to attempt to by-pass, compete, avoid, or circumvent the other Party relative to the relevant business opportunity or a Project Entity. Each Party also agrees not to make use of a third party to circumvent this clause, including through any agents or distributors.</p>
Confidentiality	<p>The Parties shall hold all information, whether oral, written, electronic or otherwise, that each receives from the other (collectively, "Confidential Information") in strict confidence, and use at least the same degree of care as it uses with respect to its own confidential information to prevent the disclosure of such Confidential Information. The Parties shall not disclose the Confidential Information to any person or entity except as necessary to perform obligations described in this Agreement or as required by law. The Parties shall not provide such Confidential Information to any such person or entity until such person or entity agrees to abide by the terms of this Section. The Parties further acknowledge that any disclosure of Confidential Information required by law or under Sections 45-215 through 45-223 of the Kansas Statutes Annotated is not prohibited under the terms of this Section and will not be considered a breach of the agreement between the Parties.</p>

[Signature page follows.]

This Agreement and its terms and conditions are acceptable and reflect your understanding with respect to the matters referred to herein and are in force and effect as of the Effective Date.

POW Solar LLC

By: _____

Name: _____

Title: _____

Date: _____

Beneficiary

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

PROJECT ENTITY AND CONTRACTS DIAGRAM

Below is a summary of the legal entities and Definitive Agreements that will form each Project originated under this Agreement.

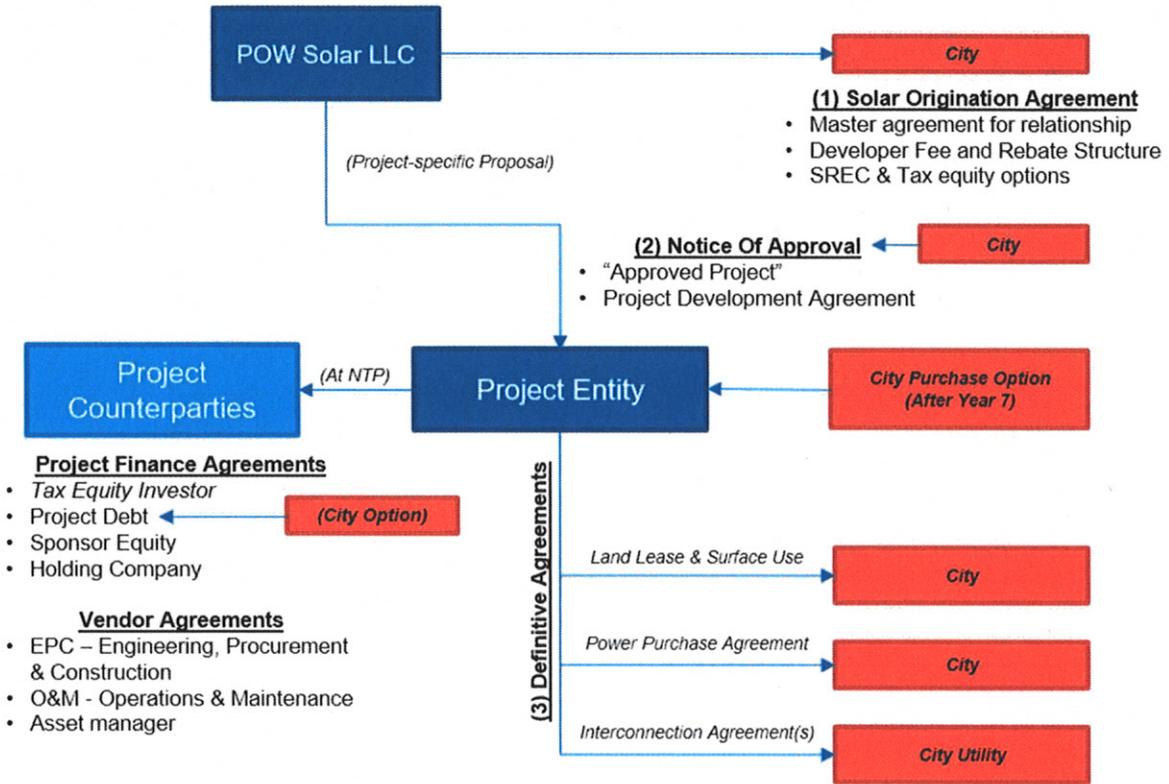


EXHIBIT B

LIST OF PROJECTS AND FACILITIES DESIGNATED UNDER THIS AGREEMENT

Project Grouping	Facilities
Wastewater Plant	Approx. 12 acres located west of the City of Beloit wastewater treatment facility Baseline Project: <ul style="list-style-type: none">• 2 MW_{AC}• 2.8 MW_{DC}• Single-Axis Tracker• 5,130 MWh/year (Year 1)
City Buildings	Key infrastructure buildings within the City of Beloit

EXHIBIT C

NOTICE OF APPROVAL OF PROJECT

Beneficiary and Developer execute this Notice of Approval of Project (NAP) that both parties agree to bind each other to the terms and condition of the Solar Origination Agreement and to proceed toward developing Definitive Agreements with respect to the Project identified below. After execution and delivery of this NAP, the Project becomes an "Approved Project" under the Solar Origination Agreement.

Project Name	
Facilities Served	
Facility Contacts	
Size (MW_{AC})	
Solar Site Location	
PPA Rate (\$/MWh)	
PPA Term (Years)	
Project Cost	
Estimated Construction NTP	
Estimated Commercial Operations Date	
Project Description	
Beneficiary Definitive Agreements	
Developer Compensation	As set forth in the section "Developer Compensation; Distributions and Net Proceeds" in the Solar Origination Agreement unless other compensation approach is provided below.
Property Description	As described in Exhibit A to this NAP.

Attach any additional information or documents, e.g. preliminary site layouts or equipment selection.

[Signature page follows.]

This Notice of Approval of Project is agreed and accepted, effective as of June 17th, 2020.

POW Solar LLC

Beneficiary

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A TO THE NOTICE OF APPROVAL OF PROJECT

PROPERTY DESCRIPTION OF LOCATION OF PROJECT

3.50% interest

20 years

75% Financed

STRAIGHT PURCHASE

25

Purchase Price	DC	AC	CASH	Yr mWh	\$/DC	TOTAL	\$/mWh	per mWh	City	City CASH	Total Cost	Rank	Financed	
POW Infusion 2 + ITC	2.80	2.00	mW Tracker	\$2,265,602	5,130	\$0.81	\$2,265,602	\$17.67	2,565.00	\$2,391,153	\$566,400	\$2,957,553	\$23.06	\$1,699,201
POW Infusion + ITC	1.40	1.00	mW Tracker	\$1,192,422	2,565	\$0.85	\$1,192,422	\$18.60	2,565.00	\$1,258,501	\$298,106	\$1,556,607	\$24.27	\$894,317
POW Infusion 2	2.80	2.00	mW Tracker	\$2,604,140	5,130	\$0.93	\$2,604,140	\$20.31	2,565.00	\$2,748,451	\$651,035	\$3,399,486	\$26.51	\$1,953,105
POW Infusion	1.40	1.00	mW Tracker	\$1,370,600	2,565	\$0.98	\$1,370,600	\$21.37	2,565.00	\$1,446,553	\$342,650	\$1,789,203	\$27.90	\$1,027,950
POW Axium 2	2.80	2.00	mW Fixed	\$2,631,750	4,494	\$0.94	\$2,631,750	\$23.42	2,247.00	\$2,777,591	\$657,938	\$3,435,529	\$30.58	\$1,973,813
AC Custom Design 2	2.10	2.10	mW Fixed	\$2,371,594	3,885	\$1.13	\$2,371,594	\$24.42	1,850.00	\$2,503,018	\$592,898	\$3,095,917	\$31.88	\$1,778,695
POW Axium	1.40	1.00	mW Fixed	\$1,451,160	2,248	\$1.04	\$1,451,160	\$25.82	2,248.00	\$1,531,578	\$362,790	\$1,894,368	\$33.71	\$1,088,370
AC Custom Design 2	2.10	2.10	mW Fixed	\$2,472,960	3,885	\$1.18	\$2,472,960	\$25.46	1,850.00	\$2,610,002	\$618,240	\$3,228,242	\$33.24	\$1,854,720
AC Customs	1.10	1.00	mW Fixed	\$1,267,536	1,944	\$1.15	\$1,267,536	\$26.08	1,944.00	\$1,337,778	\$316,884	\$1,654,662	\$34.05	\$950,652
ISI B	3.15	2.38	mW Fixed	\$3,335,617	5,031	\$1.06	\$3,335,617	\$26.52	2,113.87	\$3,520,464	\$833,904	\$4,354,368	\$34.62	\$2,501,713
POW Axium 2	2.80	2.00	mW Fixed	\$3,025,000	4,494	\$1.08	\$3,025,000	\$26.92	2,247.00	\$3,192,634	\$756,250	\$3,948,884	\$35.15	\$2,268,750
AC Customs	1.10	1.00	mW Fixed	\$1,308,608	1,944	\$1.19	\$1,308,608	\$26.93	1,944.00	\$1,381,126	\$327,152	\$1,708,278	\$35.15	\$981,456
AC Custom Design 2	2.10	2.10	mW Fixed	\$2,617,216	3,885	\$1.25	\$2,617,216	\$26.95	1,850.00	\$2,762,252	\$654,304	\$3,416,556	\$35.18	\$1,962,912
ISI Combo?	4.45	3.38	mW Fixed	\$4,843,195	7,112	\$1.09	\$4,843,195	\$27.24	2,104.14	\$5,111,586	\$1,210,799	\$6,322,385	\$35.56	\$3,632,396
Inovatues	3.15	3.10	mW Tracker	\$3,405,888	4,939	\$1.08	\$3,405,888	\$27.58	1,593.23	\$3,594,629	\$851,472	\$4,446,101	\$36.01	\$2,554,416
ISIA	1.30	1.00	mW Fixed	\$1,487,576	2,081	\$1.14	\$1,487,576	\$28.59	2,081.00	\$1,570,012	\$371,894	\$1,941,906	\$37.33	\$1,115,682
POW Axium	1.40	1.00	mW Fixed	\$1,668,000	2,248	\$1.19	\$1,668,000	\$29.68	2,248.00	\$1,760,434	\$417,000	\$2,177,434	\$38.74	\$1,251,000
Evegy Option C+City	3.94	3.00	mW Fixed	\$4,223,556	5,667	\$1.07	\$4,223,556	\$29.81	1,889.00	\$4,457,609	\$1,055,889	\$5,513,498	\$38.92	\$3,167,667
Evegy Option B+City	2.62	2.00	mW Fixed	\$2,850,523	3,779	\$1.09	\$2,850,523	\$30.17	1,889.50	\$3,008,488	\$712,631	\$3,721,119	\$39.39	\$2,137,892
Evegy Option C	3.94	3.00	mW Fixed	\$4,424,736	5,667	\$1.12	\$4,424,736	\$31.23	1,889.00	\$4,669,938	\$1,106,184	\$5,776,122	\$40.77	\$3,318,552
Evegy Option B	2.62	2.00	mW Fixed	\$2,971,962	3,779	\$1.13	\$2,971,962	\$31.46	1,889.50	\$3,136,657	\$742,991	\$3,879,647	\$41.07	\$2,228,972
Influent B	2.86	2.10	mW Fixed	\$3,517,800	4,404	\$1.23	\$3,517,800	\$31.95	2,097.14	\$3,712,743	\$879,450	\$4,592,193	\$41.71	\$2,638,350
Evegy Option A+City	1.31	1.00	mW Fixed	\$1,557,696	1,888	\$1.19	\$1,557,696	\$33.00	1,888.00	\$1,644,018	\$389,424	\$2,033,442	\$43.08	\$1,168,272
Influent A	1.36	1.00	mW Fixed	\$1,720,400	2,070	\$1.27	\$1,720,400	\$33.24	2,070.00	\$1,815,738	\$430,100	\$2,245,838	\$43.40	\$1,290,300
Evegy Option A	1.31	1.00	mW Fixed	\$1,661,256	1,888	\$1.27	\$1,661,256	\$35.20	1,888.00	\$1,753,316	\$415,314	\$2,168,630	\$45.95	\$1,245,942

City of Beloit Solar Project Update

June 17, 2020

Priority Power

1

1

Solar RFP Overview

- ❖ Eight EPC's provided turnkey, design/build solar projects
 - ❖ Some had a purchase price after installation
 - ❖ Some had a purchase price after 7-30 year PPA
 - ❖ Some had just a PPA price for 7-30 years
- ❖ The systems ranged from 1 mW fixed systems (1,944 mWh/yr) to 3.1 mW Tracker system (7,112 mWh/yr)
- ❖ In total there were 68 proposals
 - ❖ 23 purchase prices only
 - ❖ 35 PPA's plus purchase price
 - ❖ 10 with PPA's only

Priority Power

2

2

City of Beloit Energy Cost 2019

- ❖ City's Power Supply consists of
 - ❖ GRDA \$39.50/mWh (29,208 mWh/yr \$1.155 million)
 - ❖ WAPA \$31.80/mWh (4,544 mWh/yr \$144K)
 - ❖ Buckeye Wind \$11.70/mWh (3,956 mWh/yr \$46K)
 - ❖ Market \$27.80/mWh (10,725 mWh/yr \$298K)
- ❖ City has 16 mW of generation
 - ❖ Natural gas at \$2/mcf, City can generate for mid \$30's
 - ❖ At \$3, City can generate for mid \$40's
 - ❖ And so on.....



EMP2 Legacy	Hourly Average Temperature	DA LMP
06/09/2020 00:00	77	\$11.04
06/09/2020 01:00	76	\$7.83
06/09/2020 02:00	74	\$7.56
06/09/2020 03:00	73	\$9.16
06/09/2020 04:00	71	\$10.04
06/09/2020 05:00	70	\$10.18
06/09/2020 06:00	70	\$11.98
06/09/2020 07:00	72	\$25.34
06/09/2020 08:00	73	\$41.63
06/09/2020 09:00	72	\$53.08
06/09/2020 10:00	73	\$61.68
06/09/2020 11:00	73	\$49.92
06/09/2020 12:00	72	\$45.68
06/09/2020 13:00	70	\$75.78
06/09/2020 14:00	67	\$41.86
06/09/2020 15:00	65	\$35.19
06/09/2020 16:00	63	\$19.09
06/09/2020 17:00	61	\$16.18
06/09/2020 18:00	59	\$7.29
06/09/2020 19:00	58	\$6.77
06/09/2020 20:00	56	\$6.47
06/09/2020 21:00	55	\$5.94
06/09/2020 22:00	56	\$5.42
06/09/2020 23:00	56	-\$0.44

Renewable Projects

- ❖ 2020 Renewable projects qualify for 26% Investment Tax Credits (ITC's)
- ❖ Municipalities can not take advantage of tax credits
- ❖ Municipalities can not take advantage of accelerated depreciation
- ❖ Municipalities can receive low tax exempt interest loans on Utility Bonds (tying the loan payment to the utility)
- ❖ Municipalities could qualify for grants and other low interest loans that don't have the same requirement

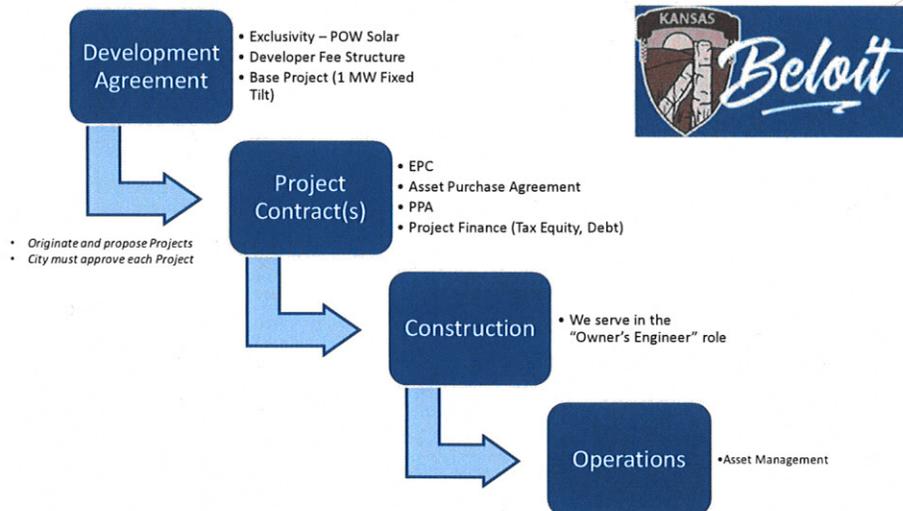
RFP Results (all \$/mWh assumes 25 years)

- ❖ Of the 68 proposals that ranged from 1 to over 3 mW solar fields:
 - ❖ PPA's ranged from \$45 to \$107/mWh
 - ❖ Purchase Price ranged from \$1.2 million to over \$4.8 million
 - ❖ The Purchase price produced "PPA's" in the \$17.80 to \$35.20/mWh
 - ❖ The Purchase prices need to add \$5-\$10/mWh for O&M, insurance, etc based on the size of the project. The larger the project, the smaller the adder would be

RFP Results (all \$/mWh assumes 25 years)

- ❖ We felt like the one that rose to the top was POW
- ❖ POW provided the lowest purchase price
 - ❖ And then lowered it by sharing the ITC's
- ❖ POW attempts to use the strengths of as many partners as possible
 - ❖ Locally, Regionally, State wide, Nation wide.....
 - ❖ Can we use local installers?
 - ❖ Can we use the purchasing strength of others
 - ❖ Use the creativity in the financing that the City can see a lower project cost than just simply writing a check to low bidder

POW Solar Development Process



RFP Recommendation

- ❖ Recommend moving forward with the POW Solar Development agreement
- ❖ Provide POW 90 days to develop projects that are “better” than best RFP response
- ❖ No upfront cost to the City
- ❖ No obligation to City to proceed with project(s)

REQUEST FOR COUNCIL ACTION

DATE: 6/17/2020

TITLE: Resolution 2020-11 Fee Resolution

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend that the Council approve Resolution 2020-11 Fee Resolution.

BACKGROUND:

FINANCIAL IMPACT:

There is no financial impact with this item.

OPTIONS:

DISCUSSION:

Respectfully submitted,
Jason Rabe
City Manager

Resolution 2020-11 Fee Schedule

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELOIT
ADOPTING 2020 FEE SCHEDULE

WHEREAS, the City of Beloit, Kansas, charges fees for activities and services offered by the City; and

WHEREAS, the fees are needed to ensure the City of Beloit is compensated for the use of facilities, equipment, and services; and

WHEREAS, after reviewing the fees, the Governing Body believes that the fees are fair to both the public and the City;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Beloit that, effective June 18, 2020 City fees shall be as follows:

General Topic	Specific Topic	2020 Fees
Administration:		
Application Fees:	Variance	\$50
	Conditional Use	\$50
	Zoning Application Fees	\$50
	Plat Fee	\$50
	Building Permit Fee	.25% of estimated cost (\$25 min.)
	Building Permit Extension Fee	.10% of estimated cost (\$25 min.)
Miscellaneous:	Economy Shop Rent	\$50 per month
	Return Check Fee	\$30
	Personnel/Operator per hour	\$30 per hour - Overtime \$45 per hour
	Commercial sign permits	\$25
	To send a fax	\$1 per page
	To make copies	\$.25 per page
	Grill (per day)	\$25
	Special Event License	\$25
	Mobile Food Vendor Fees:	
	Investigation Fee	\$50
	Daily License Fee	\$10
	Weekly License Fee	\$30
	6-Month License Fee	\$100
	Annual License Fee	\$200
	Transient Merchant, Solicitor, Peddler, Fees:	
	Investigation Fee	\$50
	6-Month License Fee	\$200
	Annual License Fee	\$400
	Salvage Yard License Fee	\$200
Miscellaneous:	<i>Grass Cutting</i>	Cost + \$250 Administrative Fee for 1 st Occurrence, Cost + \$500 for 2 nd , Cost + \$750 for 3 rd and Cost + \$1,000 for 4 th
	<i>Nuisance Abatement</i>	Cost + \$250 Administrative Fee for 1 st Occurrence, Cost + \$500 for 2 nd , Cost + \$750 for 3 rd and Cost + \$1,000 for 4 th
Open Records Fees:	Per Page	\$0.25
	Per Quarter Hour	\$8.00
	Electronic (if approved by records custodian)	\$15 plus \$0.15 per page plus staff time
	DVD or Flash Drive (if approved by records custodian)	\$25 plus \$0.15 per page plus staff time
Pawnbroker Annual License	Pawnshops	\$25.00
Alcohol License Fees:		
	Occupation tax for Class A clubs biennial fee	\$250
	Occupation tax for liquor store biennial fee	\$400
	License Fee for Drinking Establishments biennial fee	\$400
	Off Premises CMB License	\$75
	On Premises CMB License	\$150
	On and Off Premises CMB License	\$200
Franchise Fees:	Trash Fee	10%
	Fire Protection fees	Yearly FD mil levy + 10%
Animal Fees:	Registration for pets per year:	
	Lifetime Registration Fee	\$0
	Dangerous Dog Annual Fee	\$50
	Lost Tag Replacements	\$5

	Transfer Fee	\$0
If animal is taken to the pound:		
	First Impoundment	\$20 + \$20 per day
	Second/Subsequent Impoundment	\$40 + \$20 per day
Misc. Animal Fees:		
	Removal of large dead animals	\$50
	Hobby Breeder's License	\$200/year
	Reapplication for Hobby Breeder's	\$20
	Commercial Establishments	\$300/year
	Reapplication for Comm. Establishments	\$30
	Private Guard Dog License	\$100/year
	Commercial Guard Dog Service License	\$400/year
Police Department:	Special Use Permit	No Charge
Police Reports:		
	Accidents	\$5
	Criminal (Front Page Only)	\$0.25
Parks and Rec.:		
	Co-ed Volleyball	Varies by # of teams
	Co-ed Softball	Varies by # of teams
	Adult Programs	Varies by program
	Youth Programs	Varies by program
Chautauqua Park:	White Building (Reserve)	\$50/day + \$50 deposit
	Gazebo (Reserve)	\$25/day
	Camping	By donation, in designated areas only
Municipal Building:	Tables	\$5/table/day + \$50 deposit
	Chairs	\$0.50/chair/day + \$50 deposit
	Not pick up between 8-5, no help loading, not clean	\$50 extra rental
Room Rental:	Club sports team renting Gym at available times	\$100 deposit and \$50 per month
Gym: Deposit Fee Does NOT Guarantee all Dates		
	School deposit	\$1,000
	Private - For Profit/Business	\$100 Deposit + \$125 Rental
	Private - Non-Profit	\$100 Deposit + \$75 Rental
	Community Activity	\$100 Deposit + on City Agreement
Conference Room:		
	Private - For Profit/Business	\$50 Deposit + \$50 Rental
	Private - Non-Profit	\$50 Deposit + \$50 Rental
	Community Activity	\$50 Deposit + on City Agreement
Trail Room:		
	Private - For Profit/Business	\$50 Deposit + \$50 Rental
	Private - Non-Profit	\$50 Deposit + \$50 Rental
	Community Activity	\$50 Deposit + on City Agreement
Sutter Room:		
	Private - For Profit/Business	\$100 Deposit + \$125 Rental
	Private - Non-Profit	\$100 Deposit + \$75 Rental
	Community Activity	\$100 Deposit + on City Agreement
Entire Basement:		
	Private - For Profit/Business	\$200 Deposit + \$225 Rental
	Private - Non-Profit	\$200 Deposit + \$150 Rental
	Community Activity	\$100 Deposit + on City Agreement
Cemetery:	Standard Burial (opening and closing)	\$400
	Disinterment Full size vault/casket	\$800 + subject to additional charges
	Disinterment Cremation	\$300
	Burial after hours, holidays, weekends	add \$150.00
	Infant Burial	\$100
	Cremation	\$150
	Cremation over 24 X 24	\$200
	Grave spaces	\$300
	Veteran & spouse grave spaces in Soldier Square	\$0

	Transfer of Deeds	\$25	
Sports Complex:	Concession Stand: per event	25 Rental + \$100.00 Deposit	
	Concession Stand: per Season	\$50 Rental + \$100 Deposit	
	Field Rental for Private Use	\$50 per day + city agreement	
Swimming Pool:	Daily Admittance:	\$2 (Children Under 2 Free with Adult)	
	Family Pool Pass (up to 6)	\$100	
	Single Pool Pass	\$50	
	Water Walking Pass	\$25	
	Private Swim Lessons	Both teacher and student needs to pay the admission/have a pass and file form with pool manager	
	City Sponsored Swim Lesson	Will depend on current cost	
	Pool Parties:		
	All inclusive features	Under 50 admissions \$225.00 for 1.5 hours 50 to 100 admissions \$275.00 for 1.5 hours Over 100 admissions \$325.00 for 1.5 hours	
		Concession Stand Open - an additional \$25.00	
	Pool without lazy river	Under 50 admissions \$175.00 for 1.5 hours 50 to 100 admissions \$225.00 for 1.5 hours Over 100 admissions \$275.00 for 1.5 hours Concession Stand Open - an additional \$25.00	
Transportation:			
	Transportation Operator	\$30 per hour - Overtime \$45 per hour	
Barricades:	Business	\$30	
	Non-Business	\$0	
Utility Cut Fee:	Asphalt/Concrete	\$150 + materials	
	Brick	\$200 + materials	
	Gravel	\$100 + materials	
Utilities:	Basic Deposit	\$200	
	Deposit for customers that have been through collections process	Three months of average utilities	
	Transfer Service	\$30	
	Reconnect Fee:		
	If shut off for non payment	\$75 + tax	
	After 5pm or on weekends	\$75 + tax +\$75	
Operations:			
Water:	Meters:		
	3/4"	Free	
	All sizes greater than 3/4"	Cost of Meter	
	Tapping Fees:		
	3/4"	\$150	
	1"	\$150	
	1 1/2"	\$350	
	2"	\$550	
	4"	\$900	
	6"	\$1,200	
	Out-of-City Hook-up Fee	\$1,400	
	Impact Fee	\$400	
	Sewer	Tapping Fees	\$250.00 if city crew taps
		Impact Fees	\$450
Out-of-City Hook-up Fee		\$1,400	
Electric:	Temporary electric Connect Fee:		
	Inside City Limits (per 6 months)	\$100	
	Outside City Limits (per 6 months)	\$200	
	Out-of-City Hook-up Fee	\$1600 per project	
	Electric Impact Fees:		
	Transformer KVA will be rated at 4 premises of equal load size.		
	If transformer is not situated for this, below price may be multiplied by 4.		
	1/0 240V		
	Amperes		
	0 to 60	\$200	
	61 to 100	\$250	
	101 to 150	\$350	
151 to 200	\$400		
201 to 400	\$450		
401 to 600	\$500		
601 to 800	\$550		
801 to 1,000	\$600		
Over 1,000 – per each	\$600		

additional thousand amperes or fraction thereof	
3/0 208 or 240V	
Amperes	
0 to 60	\$200
61 to 100	\$300
101 to 150	\$400
151 to 200	\$500
201 to 400	\$600
401 to 600	\$700
601 to 800	\$800
801 to 1,000	\$900
Over 1,000 – per each	\$900
additional thousand amperes or fraction thereof	
3/0 480V	
Amperes	
0 to 60	\$350
61 to 100	\$450
101 to 150	\$550
151 to 200	\$650
201 to 400	\$750
401 to 600	\$850
601 to 800	\$950
801 to 1,000	\$1,050
Over 1,000 – per each	\$1,050
additional thousand amperes or fraction thereof	
Electric Operator	\$30 per hour - Overtime \$45 per hour
After hour transfer of elec service	\$200.00 minimum & \$45 per operator per hour
Light Pole Fees:	
Pole Setting	\$1,000
100 HPS or LED Security Light	\$12.60 per month in city limits
100 HPS or LED Security Light	\$14.28 per month out of city limits
250 HPS Security Light	\$19.47 per month in city limits
250 HPS Security Light	\$21.41 per month out of city limits
Pole intersection	Wood=free / Metal= \$1,300

PASSED AND ADOPTED at a regular meeting of the Governing Body of the City of Beloit and signed by the Mayor this 17th day of June, 2020.

TOM NAASZ, Mayor

ATTEST:

AMANDA J. LOMAX, City Clerk



REQUEST FOR COUNCIL ACTION

DATE: 6/17/2020

TITLE: Resolution 2020-12 School Resource Officer Agreement

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend that Council approve the Resolution 2020-12 School Resource Officer Agreement which will renew the program for another year.

BACKGROUND:

Last year was the initial implementation of an SRO program with USD 273. The program was successful, things were learned by both sides to continue to improve the program. There are a few changes to the agreement which will be highlighted, cost share will remain the same. In addition, we will utilize Officer Flowers as our new School Resource Officer and he has already undergone training in preparation.

FINANCIAL IMPACT:

The estimated employee burden including wages and benefits is \$60,000. USD 273 will pay \$40,000 of this cost. Due to the flexibility of using this officer during the summer and during other times as needed, additional staff is not needed. The BPD has committed resources to the school over the years, so this partnership will help offset that cost burden.

OPTIONS:

DISCUSSION:

Respectfully submitted,
Jason Rabe
City Manager

RESOLUTION 2020-12

A RESOLUTION APPROVING A SCHOOL RESOURCE OFFICER AGREEMENT WITH USD 273.

WHEREAS, the Beloit City Council desires to enter into a school resource officer agreement with USD 273.

NOW, THEREFORE BE IT RESOLVED by the Governing Body of the City of Beloit, Kansas:

1. **Agreement.** The School Resource Officer Agreement between USD 273 and the City of Beloit, Kansas, is hereby adopted at attached hereto as **Exhibit A**.

2. **Implementation.** The Mayor is hereby authorized to execute the School Resource Officer Agreement with USD 273 and the City Manager shall be authorized to enforce the provisions as provided therein.

3. **Effective Date.** The effects of the Resolution shall be in full force after its approval by the Governing Body.

PASSED by the Governing Body and signed by the Mayor this 17th day of June, 2020.

Tom Naasz, Mayor

ATTEST:

Amanda J. Lomax, City Clerk

EXHIBIT A

SCHOOL RESOURCE OFFICER AGREEMENT

CITY OF BELOIT, KANSAS

AND

USD 273

June 17, 2020

AGREEMENT – SCHOOL RESOURCE OFFICER

This Agreement (“Agreement”) is made and entered this 17th day of June, 2020, by and between the City of Beloit, Kansas (“City”) and Unified School District No. 273 (“District”), collectively referred to in this Agreement as the “Parties.”

Whereas, the Beloit Police Department (“Police Department”) is the duly authorized law enforcement agency for Beloit, Kansas and is a department of the City;

Whereas, the District is the duly authorized public school district for Beloit, Kansas with various school buildings located in Beloit, Kansas;

Whereas, it is the Police Department’s desire to work together with the District to provide for the safety of District students, District employees, and the Beloit community;

Whereas, it is in the best interests of the families served by the District that the Police Department and the District work together to ensure safety;

Whereas, the City and the District desire to enter into an Agreement that establishes the relationship of the parties and how they will collaboratively work to best serve the students of the District and the Beloit community;

Whereas, the City and District desire that a Beloit Police Officer serve as a School Resource Officer (“SRO”) as specified herein;

Now, therefore, in consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is for the City to assign a uniformed law enforcement officer to work in District schools as a School Resource Officer (“SRO”). The SRO will work with District personnel in maintaining a safe campus environment, responding during school related emergencies or criminal activity occurring on District property, provide students with a positive role model through interaction that builds self-esteem, providing alcohol and drug education, and perform other duties as specified in this Agreement.
2. **Term.** The term of this Agreement shall be one (1) school year commencing on the first day of the 2020-2021 school year and ending on the last day of

the 2020-2021 school year. This Agreement shall automatically extend for successive terms of one (1) school year thereafter, until terminated in accordance with this Agreement.

3. **Termination.** This Agreement may be terminated with or without cause by either party upon thirty (30) days prior written notice.
4. **Assignment of SRO.** The City shall assign, with approval of District administration, a certified police officer to serve as SRO. The SRO will serve the following District buildings: Beloit Jr.-Sr. High School, Beloit Elementary School, and Beloit Transitional Learning Center, as well as the grounds adjacent to these buildings, including the football and baseball complex.

The SRO will work each day that school is in session and students are present. Hours are anticipated to be 7:30 a.m. to 4:00 p.m., but may be adjusted as needed by agreement of the parties. In addition, the SRO will be called upon to serve as a police presence at special events and activities (sporting events, dances, performances, special meetings, etc).

During days when school is not in session and the SRO is not working at a special District event, the SRO shall perform regular police duties as determined by the Chief of Police.

5. **SRO Responsibilities.** The SRO shall:
 - a. To the greatest degree possible, be present in areas of student congregation to observe activities, provide an authoritative presence, and promote positive student-SRO contact.
 - b. Interact with students to build self-esteem, promote positive relations, and serve as a positive role model.
 - c. When an emergency or crime occurs, on school property, the SRO will take the appropriate steps consistent with a Police Officer's duties and within departmental training, policies, and regulations.
 - d. Gather and document information regarding potential problems and identify particular individuals who may be a disruptive influence to the school and/or students.
 - e. Work with District personnel to address truancy issues.

- f. Serve as the primary resource to students who are victims or suspects of unlawful or harmful activity in order to deter and protect them from further harm.
- g. Monitor, investigate, and refer concerns of child welfare or status offenses such as truancy to appropriate authorities pursuant to state law.
- h. Refer students and/or their families to the appropriate agencies when a need is determined.
- i. Assist in the development and implementation of safety drills for District buildings.
- j. Provide a program of educational topics addressing tobacco, alcohol, drugs, violence prevention and safety issues in the school community.
- k. Provide informational in-services for faculty and staff on issues related to alcohol, drugs, the law, violence, safety and security.
- l. Meet with District administration on a regular agreed upon basis.

It is understood and specifically agreed that the SRO will not act as Hall Monitor, Gym Monitor, Bus Monitor, Cafeteria Monitor, Classroom Monitor, Crossing Guard, or perform any duties associated with those functions and assigned to employees of the District.

The SRO shall not act as a disciplinarian, nor make recommendations regarding school discipline. The administration of student discipline, including student code of conduct violations and student misbehavior, is the responsibility of District employees, unless the violation or misbehavior involves criminal conduct. However, the SRO shall be a positive and visible presence of authority within the schools and nothing herein shall be construed as requiring the SRO to ignore disruptive student behavior when so observed by the SRO.

6. **Relationship of Parties.** The City and SRO shall have the status of independent contractor for the purposes of this Agreement. The SRO shall be an employee of the City and shall be subject to the City's control and supervision. The SRO will be subject to current procedures in effect for City police officers, including attendance at all mandated training and testing to maintain state law enforcement officer certification. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association of any

kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

7. **Consideration.** In consideration of the assignment of the SRO to work with the District as provided herein, the District agrees to pay the City Four Thousand Dollars (\$4,000) per month for the months August through May, for a total consideration of Forty Thousand Dollars (\$40,000) per year.

Payments shall be invoiced monthly beginning in September, with the final invoice for May submitted in June. The District will pay the invoice no later than the 20th of each month.

If, at any point throughout the school year, the school buildings are closed to students for period(s) of two (2) weeks or more, the monthly consideration shall be reduced accordingly on a pro rata basis based on the days the SRO worked for the District.

8. **Time and Place of Performance.** The consideration in Section 7 is based on the SRO working each school day, and special events as requested by the District, subject to absence due to illness or absence authorized by the Chief of Police.

The City shall endeavor to have an SRO present for each school day, provided, that the City shall not be required to furnish a substitute SRO on days when the regularly assigned SRO is absent due to illness or Police Department trainings.

The SRO's activities will be restricted to the District buildings and grounds except for:

- a. Follow-up investigations as needed for assigned school related criminal activity or student related problems;
- b. In response to off-campus, but school-related, criminal activity; or
- c. In response to emergency police activities.

9. **City Responsibilities.** The City shall pay all costs incurred in connection with the SRO program, including, but not limited to:
 - a. Mandated in-service training;
 - b. Vehicle, radio, uniform, and equipment;
 - c. Expenses related to or resulting from law enforcement related activities;

- d. Salary and benefits commensurate with City employment; and
- e. Overtime.

10. **District Responsibilities.** The District shall have the following responsibilities in connection with the SRO program:

- a. Provide the SRO a private, securable office at school and such services and equipment, including but not limited to: telephone, securable file cabinet, Chromebook computer, and email address;
- b. Provide the SRO with access to student personal information forms, attendance records, and daily schedules as necessary for the performance of SRO duties, and subject to Section 11 of this Agreement;
- c. Ensure that administration and staff cooperate, to the extent allowed by law, with law enforcement investigations and any subsequent actions related to crime or criminal activity at the school.

11. **Confidentiality.** The SRO will be given access to student records only to the extent that such is necessary to perform duties under this Agreement and upon written approval of District administration. The SRO shall maintain confidentiality of these student records. The SRO shall not disclose a student's educational records obtained from the District to a third party, other than another law enforcement agency, without the consent of the child's parents or otherwise permitted by law.

12. **Agreement Not Restrictive.** The Parties agree that this Agreement does not eliminate or limit the independence of the District or the City's ability to proceed in either the school system or the criminal justice system, or both, as circumstances may require.

13. **Insurance Coverage.** The City shall maintain insurance for general and auto liability coverage and for worker's compensation coverage. The City shall furnish new certificates of insurance for liability coverage and worker's compensation coverage within thirty (30) days following the placement of new or renewed coverage. Certificates shall provide that a thirty (30) day prior notice of cancellation shall be given to the District.

14. **Indemnification.** Each party agrees to indemnify and hold the other party, its deputies, agents, employees, assignees, and other vendors harmless from any liability, loss or damage each may suffer as a result of

claims, demands, costs or judgments, including legal fees, against each of them arising out of the duties and obligations pursuant to this Agreement.

15. **Amendment.** This Agreement may be amended only by the mutual consent of the parties and by execution of a written amendment.

16. **No Other Agreement.** Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

17. **Severability.** If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants agreements or portions of this Agreement.

In witness whereof, the Parties have executed this Agreement by signing their names on the day and date first written above.

CITY OF BELOIT, KANSAS

Tom Naasz, Mayor

ATTEST:

Amanda Lomax, City Clerk

UNIFIED SCHOOL DISTRICT NO. 273

Jeff Travis, Superintendent

ATTEST:

Tiffany Schroeder, Board Clerk

Attachment:
State of Kansas Contractual Provisions Attachment

REQUEST FOR COUNCIL ACTION

DATE: 6/17/2020

TITLE: Resolution 2020-13 Unfit Structure Located at 511 W Court Street

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend Council approve Resolution 2020-13 Unfit Structure Located at 511 W. Court Street.

BACKGROUND:

Please see the information provided by Code Enforcement Officer Doug Langham.

FINANCIAL IMPACT:

Any costs will be assessed to property taxes, the primary responsibility will be the property owner. However, upfront costs will be borne by the City of Beloit taxpayers.

OPTIONS:

DISCUSSION:

Respectfully submitted,
Jason Rabe
City Manager

RESOLUTION 2020-13

RESOLUTION BY THE CITY OF BELOIT, KANSAS, CONCERNING A DANGEROUS AND UNSAFE STRUCTURE EXISTING AT 511 W COURT IN THE CITY OF BELOIT, KANSAS.

WHEREAS, Chapter IV, Article 5, Dangerous and Unfit Structures, of the City Code provides if the governing body finds there are structures in the city which are dangerous, unsafe or otherwise inimical to the general welfare of the city, or conditions which provide a general blight upon the neighborhood or the surrounding properties, to have any such structure repaired, closed, demolished or removed; and

WHEREAS, Doug Langham, Code Enforcement Officer, made an inquiry and inspection of the property located at 511 W Court, and has filed a report with the governing body of the City of Beloit on 12 June 2020, that a structure located on the following described real estate, to-wit:

BURKE'S ADD, W 66.5' LOTS 1-4 & W2 LOT 5, N2 W2 LOT 6, BLK 4 CB2000

owned by Brandon McDonald, is a dangerous and unsafe structure as provided for in Section 4-501; and

WHEREAS, after reviewing the report of Doug Langham, Code Enforcement Officer, the governing body is of the opinion it shall fix a time and place at which the owner, owner's agent, lien holder and occupant may appear and show cause why the structure should not be condemned and ordered repaired or demolished; and

WHEREAS, upon receipt of such report as provided for in Section 4-505, the governing body of the City of Beloit is required to give notice to all interested parties and hold a hearing as provided for in Section 4-505, and 4-506.

NOW THEREFORE, BE IT RESOLVED by the governing body of the City of Beloit, Kansas:

Section 1. The governing body of the City of Beloit, Kansas, shall hold a hearing on 5 August 2020, at 7:00 p.m. in the city council meeting room, Municipal Building, 119 North Hersey, Beloit, Kansas, at which time the governing body shall determine whether or not the structure located on the following described real estate located in the City of Beloit, Kansas, to-wit:

BURKE'S ADD, W 66.5' LOTS 1-4 & W2 LOT 5, N2 W2 LOT 6, BLK 4 CB2000

owned by Brandon McDonald, is a dangerous and unsafe structure or otherwise inimical to the general welfare of the city, or conditions which provide a general blight upon the neighborhood or the surrounding properties, and to take such action as the governing body deems necessary as provided for in said City Code.

Section 2. The City Clerk shall immediately publish this resolution once each week for two consecutive weeks on the same day of each week and mail a copy of this resolution to Brandon McDonald, each agent, lienholder and occupant at their last known place of residence, within three days after the first publication by certified mail, return receipt requested, and marked "deliver to addressee only."

PASSED and ADOPTED by the Governing Body and signed by the Mayor this 17th day of June 2020.

Tom Naasz, Mayor

ATTEST:

Amanda Lomax, City Clerk

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



Tel No (785) 738-3551
Fax No (785) 738-2517
Email beloit@nckcn.com

Building Inspectors
REPORT of UNFIT/UNSAFE STRUCTURE

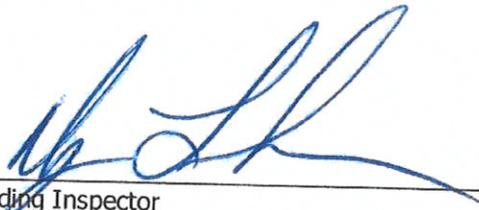
To: The Governing Body of Beloit, Kansas
Re: Statement of Dangerous or Unsafe Structure
Date: 6/12/2020_____

The following described structure is in a dangerous or unsafe condition:

- a) Burke's Addition, W 66.5' Lot's 1-4 & W2 Lot 5, N2 W2 Lot 6, Blk 4 CB2000
- b) street address: 511 W Court
- c) owner(s): Brandon McDonald
- d) owner's agent, if any: n/a
- e) occupant(s): None
- f) lienholder(s) of record: n/a
- g) other "parties in interest": n/a

The property is found to be dangerous and unsafe because of the following conditions:

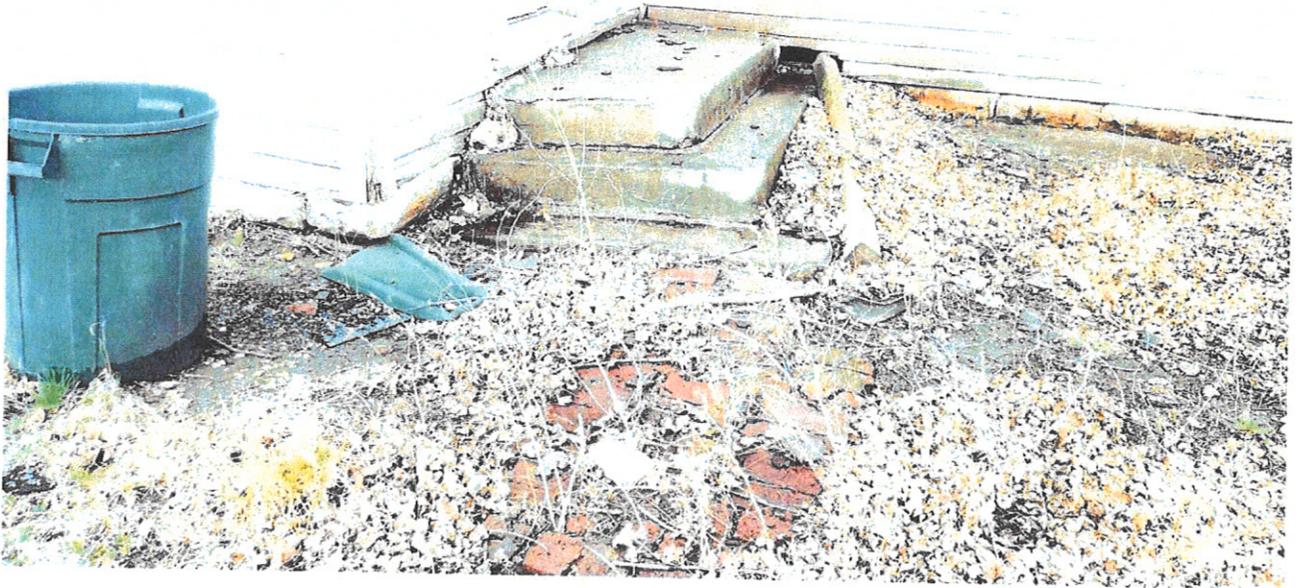
There is a structure that is dangerous, unsafe or unfit for human use or habitation because of dilapidation, defects increasing the hazards of fire or accidents, structural defects or other conditions which render such structure unsafe, unsanitary or otherwise inimical to the general welfare of the city, or conditions which provide a general blight upon the neighborhood or surrounding properties, in violation of Section 4-501 of the city code as shown on the attached photo copies



Building Inspector

Land of the Kansas Post Rock

May 21 2010 10:03:59 AM









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



Tel No (785) 738-3551
Fax No (785) 738-2517
Email dlangham@beloitks.org

June 12, 2020

Brandon McDonald
403 N West
Mankato, Ks. 66956

COPY

RE: Nuisance at 511 W Court, Beloit, Kansas

Dear Brandon;

ORDER TO ABATE
Dangerous and Unfit Structures:

As a result of my inspection of your property at 511 W Court, I have found the following conditions of the property are in violation of the city code:

There is a structure that is dangerous, unsafe or unfit for human use or habitation because of dilapidation, defects increasing the hazards of fire or accidents, structural defects or other conditions which render such structure unsafe, unsanitary or otherwise inimical to the general welfare of the city, or conditions which provide a general blight upon the neighborhood or surrounding properties, in violation of Section 4-501 of the city code as shown on the attached photo copies.

Pursuant to Article 5, I will be submitting a report to the governing body and it will fix a time and place by resolution at which the owner, the owner's agent, any lienholder of record and any occupant of the structure may appear and show cause why the structure should not be condemned and ordered **removed** (or repaired) pursuant to Section 4-507(c)..

Please feel free to contact me with any questions you may have.

Respectfully,

Doug Langham,
Code Enforcement Officer
Beloit, Kansas

Land of the Kansas Post Rock

Property Details for PID: 0620920903008001020

Shareable
link to
Property
Information : [https://www.kansasgis.org
/orka/permalinkprop.cfm?parcelid=0620920903008001020](https://www.kansasgis.org/orka/permalinkprop.cfm?parcelid=0620920903008001020)

Shareable
link to Map: [https://www.kansasgis.org
/orka/permalink.cfm?parcelid=0620920903008001020](https://www.kansasgis.org/orka/permalink.cfm?parcelid=0620920903008001020)

QuickRef ID : R3707

Owner Name
: MC DONALD, BRANDON

Location: 511 W COURT, Beloit, KS 67420

Abbreviated
Boundary
Description: BURKE'S ADD, W 66.5' LOTS 1-4 & W2 LOT 5, N2 W2
LOT 6, BLK 4 CB2000

Owner Information:

Owner MC DONALD, BRANDON

Mailing
Address 403 N WEST MANKATO, KS 66956

Property Information:

Type Residential

Status Active

Taxing Unit 001 - BELOIT

Neighborhood
Code 125

No Secondary Address Details found

Market Land Details:

Actual Width:	155
Eff. Width	155
Eff. Depth	94
Acres	0
Square Feet	0

No Permit Details found

Deed Book Page Details

Book	Page
133	517

Additional Deed Book Page Details

Deed Book/Page 109/329 113/506 115/308 117/339 133/517

Value Details

Current Final Value (Residential) Year 2019

Land	\$2,930.00
Building	\$5,230.00
Total	\$8,160.00

Dwelling Details

Story Height	One Story	Style	Other - 14	Year Built	1907
Total Sq Ft Living Area	1633	Main Floor Living SqFt :	1633	Upper Floor Living Pct :	
Total Rooms:	2	Bedrooms:	1	Remodel Year:	
Full Baths:	1	Half Baths:	0	Basement:	Partial - 3
Depreciation Rating:	AV-	Physical Condition:	FR	Quality:	AV-

No Manufactured Home Details found

Additional Dwelling Details

Residential Component	Units	Quality	Year Built
Enclosed Wood Deck (SF), Solid Wall	64		
Frame, Siding, Wood	100%		
Composition Shingle	100%		
Total Basement Area (SF)	816		

Plumbing Fixtures (#)	4	
Raised Slab Porch (SF)	18	1907
Wood Deck (SF)	36	1997
Wall Heaters	100%	

No Other Improvements found

No Commercial Building Details found

No Commercial Building Section Details found

No Ag Land Details found

No Ag Building Details found



STATE OF KANSAS, MITCHELL COUNTY
 This instrument was filed for record on
 January 27, 2017 1:45 PM and recorded in
 Book 133 of Deeds Page 517 - 518
 Fees: \$32.00 201700100



Entered in Transfer record in my
 office this 27th day
 of January, A.D., 2017
[Signature]
 COUNTY CLERK



Jami Eck
 Tami Eck, Register of Deeds

DEED FROM TRUST

Grantor, OMEGA TRUST, aka OMEGA REVOCABLE TRUST dated November 22, 2000, Ralph E. Phillips and Martha L. Phillips, Trustees, acting pursuant to the powers granted under Article 7 of the trust, Section 7.10, General Powers of Trustee, subsection (c) of said Trust, a trust granted under the laws of the State of California, having sold the below described property for the sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, Grantor does by these presents grant, bargain, sell and convey unto BRANDON McDONALD, Grantee, all right, title and interest in the following real estate:

All of Lots One (1), Two (2), Three (3) and Four (4), EXCEPT the East Ninety-six and fifty one-hundredths (96.50) feet thereof, and the West Half (W/2) of Lot Five (5) and the North Half of the West Half (N/2 W/2) of Lot Six (6), all in Block Four (4), Burke's Addition to the City of Beloit, Mitchell County, Kansas.

SUBJECT TO: easements, rights-of-way and restrictions of record, highways, streets and roadways and all visible easements.

TO HAVE AND TO HOLD the above described premises, together with the appurtenances and hereditaments thereunto appertaining, and every part thereof unto the said Grantee as above stated. Grantor further warrants that said Trust is in full force and effect, has not been amended or revoked, in any way which restricts, limits, or alters the power of the grantor or its Trustees to convey this described real property, and this conveyance is within the authority of the Trustees, with this deed EXECUTED on this 27th day of January, 2017.

AND FURTHER, we, Ralph E. Phillips and Martha L. Phillips, being first duly sworn and under oath, state of our personal knowledge that: WE ARE the trustees under a trust dated November 22, 2000, to which the above described real estate was conveyed by John H. Morrow, an individual, unmarried, Grantor, to Omega Trust, Grantee, by deed dated April 24, 2003, recorded in Deeds Book 117, page 339, filed April 24, 2003, in the Register of Deeds Office of Mitchell County, Kansas, and said trust was a revocable trust.

We are the presently existing trustees under the trust and any amendments thereto, and we are authorized to execute and deliver a warranty deed to Brandon McDonald without any qualification whatsoever; that the trust is in existence and we as trustees are authorized to transfer the interests in the above described real estate.

The original Settlers of the trust were a married couple. Said Settlers are living and are presently still married to each other.

OMEGA TRUST (dated November 22, 2000)

OMEGA REVOCABLE TRUST dated November 22, 2000

By Ralph E. Phillips
Ralph E. Phillips, Trustee

By Martha L. Phillips
Martha L. Phillips, Trustee

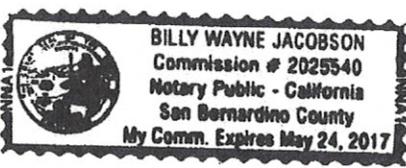
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF San Bernardino SS:

On January 23rd, 2017, before me, Billy Wayne Jacobson
personally appeared Ralph E. Phillips and Martha L. Phillips

personally known to me—OR— proved to me on the basis of satisfactory evidence to be person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.
Billy Wayne Jacobson
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and re-attachment of this form to another document.

Description of Attached Document

Title or Type of Document: Deed

Document Date: _____ Number of Pages _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Individual
 Corporate Officer
Title(s): _____
 Partner - Limited General Thumbprint
 Attorney-in-Fact
 Trustee
 Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Individual
 Corporate Officer
Title(s): _____
 Partner - Limited General Thumbprint
 Attorney-in-Fact
 Trustee
 Guardian or Conservator
 Other: _____
Signer is Representing: _____