

119 North Hersey Avenue  
P.O. Box 567  
Beloit, Kansas 67420  
Phone: 785-738-3551  
Fax: 785-738-2517  
www.beloitks.org

## CITY COUNCIL AGENDA

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

### 1. CALL TO ORDER

- A. Roll Call
- B. Invocation
- C. Pledge of Allegiance

### 2. MAYOR AND COUNCIL REPORTS

### 3. STAFF REPORTS

- A. City Attorney Report
- B. City Manager Report
  - a. WTP USDA Timeline
  - b. SRTS IIB
  - c. SRTS IIC
  - d. Drainage Basin Status
- C. Economic Development Report
- D. Police Chief Report

### 4. PUBLIC HEARING

- A. None

### 5. PUBLIC COMMENT

- A. None

### 6. CONSENT AGENDA

- A. 7/1/2020 City Council Meeting Minutes
- B. Appropriations 7B

### 7. ORDINANCES

- A. Ordinance 2277 Masks in Public Spaces

### 8. RESOLUTIONS

- A. Resolution 2020-16 Masks in Public Spaces

### 9. FORMAL ACTIONS

- A. BCBS Insurance Discussion
- B. Parks and Rec HVAC
- C. SRTS IIC KDOT Agreement
- D. Special Event Prairie Winnies

### 10. CLOSED SESSION

- E. None

### 11. ADJOURNMENT

## ***WORK SESSION AGENDA***

### 1. CORRESPONDENCE AND STAFF REPORTS

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

### 2. DISCUSSION ITEMS

- A. FY2021 Draft Budget

### 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  
July 1, 2020

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

Department heads in attendance was Steve Krier.

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

Councilor Adolph said Leadership Mitchell County is struggling to find members for the 2020-2021 Class. Councilor Otte wants the city to pass a resolution supporting the governor's new face mask order. Councilor Gengler thanked people who delivered packages all day long. Councilor Grabon congratulated seniors and likes the new sidewalks going in by the school.

City Manager Jason Rabe discussed the following:

1. Safe Routes to School 2B construction has started.
2. Showed sales tax revenue report.
3. Water Treatment Plant update – Sarah Hines with USDA said she is working to have something ready by August.
4. State of Kansas is working on SPARK that is supposed to reimburse for qualifying expenses regarding COVID-19.

A motion was made by Councilor McMillan and seconded by Councilor Otte to approve the June 17, 2020 Council Meeting Minutes, and Appropriations 7A in its entirety. Motion carried 6-0. Nays: None.

A motion was made by Councilor Adolph and seconded by Councilor McMillan to approve Resolution 2020-14 Ballot Question 5-member council city-at-large. Motion carried 6-0. Nays: None.

A motion was made by Councilor Grabon and seconded by Councilor Meier to approve Resolution 2020-15 HVAC Improvement Agreement with Glassman Corporation for the amount of \$227,000.00. Motion carried 6-0. Nays: None.

Mayor Tom Naasz stepped out to the meeting at 7:16 p.m. Council President Andrew Grabon took over the meeting.

A motion was made by Councilor McMillan and seconded by Councilor Meier to approve the Mosquito Control Bid to only treat standing water along drainage ways in regular intervals. Motion carried 6-0. Nays: None.

Mayor Naasz took over the meeting at 7:34 p.m.

A motion was made by Councilor McMillan and seconded by Councilor Gengler to adjourn the meeting. Motion carried 6-0. Nays: None. The meeting ended at 7:35 p.m.

Work Session began at 7:35 p.m. Council Members in attendance were Council Members in attendance were Todd Adoph, Tony Gengler, Jamie Meier, Matt Otte, Lee McMillan, and Andrew Grabon. Also present was City Attorney Katie Schroeder, City Manager Jason Rabe, and City Clerk Amanda Lomax.

Department heads in attendance was Steve Krier.

City Manager Jason Rabe discussed employee participation in the upcoming health insurance renewal.

Work Session Ended: 7:50 p.m.

---

TOM NAASZ, Mayor

ATTEST:

---

AMANDA LOMAX, City Clerk

## 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>
<b>6 ABRAM READY-MIX, INC</b>								
80513	7/17/2020	7/17/2020	179.67	37419				Posted
	30-00-6000			FLOWABLE			179.67✓	0.00
80576	7/17/2020	7/17/2020	2,435.57					Posted
	51-43-6150			37420-ROCK			126.69✓	0.00
	51-43-6150			37398-ROCK			158.36✓	0.00
	51-43-6150			37303-ROCK			570.11✓	0.00
	51-43-6150			37326-ROCK			126.69✓	0.00
	51-43-6150			37324-ROCK			158.36✓	0.00
	51-43-6150			37327-FLOWABLE			647.68✓	0.00
	52-43-6150			37325-FLOWABLE			647.68✓	0.00
							<u>2,435.57✓</u>	<u>0.00</u>
<b>8 ACE HARDWARE</b>								
80473	7/17/2020	7/17/2020	38.84					Posted
	10-11-6000			553046-PAINT			3.99✓	0.00
	10-11-6000			553092-ROD, CASTER, NUTS, BOLTS			21.16✓	0.00
	10-11-6000			553206-NUTS & BOLTS			0.70✓	0.00
	10-11-6000			553163-POLYCRYLIC			12.99✓	0.00
							<u>38.84✓</u>	<u>0.00</u>
80514	7/17/2020	7/17/2020	94.45					Posted
	30-00-6000			554195-PAINT			39.92✓	0.00
	10-15-6000			554014-CAULK			7.18✓	0.00
	10-15-6000			553035-MENDERHOSE			5.18✓	0.00
	10-15-6000			553063-PAINT			28.99✓	0.00
	10-15-6000			553326-PAINT			13.18✓	0.00
							<u>94.45✓</u>	<u>0.00</u>
80526	7/17/2020	7/17/2020	324.15					Posted
	10-21-4330			553337-NIPPLE & PARTS			39.96✓	0.00
	10-17-7450			554000-ELBOW, BUSHING, BUG KILLER			29.92✓	0.00
	10-17-7450			554034-CLEANER, CEMENT, CABLE TIE:			54.76✓	0.00
	10-18-4300			553665-DRILL BIT, NUTS, BOLTS			16.11✓	0.00
	10-20-6000			553805-BULB			6.99✓	0.00
	10-20-6000			553474-DRIVEWAY MARKER			11.96✓	0.00
	10-17-7450			553505-ELBOW, TEE, VALVE			20.55✓	0.00
	10-20-4300			553101-PAINT			13.99✓	0.00
	10-21-6000			553183-CABLE TIES & FILTER			14.07✓	0.00
	10-18-6000			553363-COUPLE COMP			22.98✓	0.00
	10-18-6000			553038-COUPLE, ELBOW, ADAPTER			28.13✓	0.00
	10-21-6000			553414-CONNECTOR & SPRING CLIPS			24.77✓	0.00
	10-20-4300			553214-PAINT			16.99✓	0.00
	10-21-6000			553390-PAINT & BRUSH			22.97✓	0.00
							<u>324.15✓</u>	<u>0.00</u>
80561	7/17/2020	7/17/2020	184.45					Posted
	53-41-6000			554032-HOSE & SUPPLY LINE			30.98✓	0.00
	53-41-6000			554177-FUSE			4.99✓	0.00
	53-41-6000			554060-ROUNDUP			49.99✓	0.00
	53-41-6000			554241-DISPOSABLE MASK			79.98✓	0.00
	53-41-6000			553793-CAPS			10.34✓	0.00
	53-41-6000			553161-BLEACH & SCH40 ADAPTER			8.17✓	0.00
							<u>184.45✓</u>	<u>0.00</u>



# Accounts Payable Detail Listing

City of Beloit

**Vend# Vendor Name**

Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status
	Account#	Work Order		Description			Debit	Credit
669	<b>BLADE-EMPIRE PUBLISHING (continued)</b>							
80475	7/17/2020	7/17/2020	1,334.60					Posted
	51-41-5400			213401-ATTN WATER USERS			52.20✓	0.00
	51-43-5400			212659-WTR SYS OPERATOR AD			93.00✓	0.00
	10-11-5400			213399-COUNCIL AGENDA			124.00✓	0.00
	10-11-5400			212886-COUNCIL AGENDA			155.00✓	0.00
	10-11-5400			212660-COUNCIL AGENDA			124.00✓	0.00
	10-11-5400			212976-BC FATHERS DAY			20.00✓	0.00
	10-11-5400			212902-LAKE & FISHING GUIDE			60.00✓	0.00
	10-11-5400			212736-CHURCH ADVERTISEMENT			7.50✓	0.00
	10-11-5400			212859-CHURCH ADVERTISEMENT			7.50✓	0.00
	10-11-5400			212997-CHURCH ADVERTISEMENT			7.50✓	0.00
	10-11-5400			213220-CHURCH ADVERTISEMENT			7.50✓	0.00
	10-11-5400			212779-NOTICE OF SPECIAL MTG			52.20✓	0.00
	10-11-5400			212829-NOTICE OF PUBLIC HEARING			69.60✓	0.00
	10-11-5400			213002-ORD #2275			17.40✓	0.00
	10-11-5400			213003-ORD #2274			17.40✓	0.00
	10-11-5400			213001-ORD #2276			17.40✓	0.00
	10-11-5400			212830-NOTICE OF BID			208.80✓	0.00
	10-11-5400			213004-RES. 2020-13			278.40✓	0.00
	10-11-5400			213400-NOTICE C-452			69.60✓	0.00
	10-11-5400			213457-DISCOUNT			0.00	54.40✓
							1,389.00✓	54.40✓
88	<b>BLUE CROSS &amp; BLUE SHIELD INSURANCE</b>							
80476	7/17/2020	7/17/2020	75,322.32					Posted
	21-00-2100			JULY 2020 HEALTH INS. PREMIUMS			75,322.32✓	0.00
91	<b>BOETTCHER SUPPLY INC</b>							
80466	7/17/2020	7/17/2020	12.56	1137415-1				Posted
	10-14-4310			OIL FILTER			12.56✓	0.00
80477	7/17/2020	7/17/2020	169.37					Posted
	10-11-6000			1136259-1-BATTERIES			22.03✓	0.00
	10-11-6000			1136354-1-BATTERIES			35.71✓	0.00
	10-11-4300			1139106-1-FITTINGS			105.40✓	0.00
	10-11-4300			1138775-1-FITTING			6.23✓	0.00
							169.37✓	0.00
80515	7/17/2020	7/17/2020	5.17	1136869-1				Posted
	10-15-4330			HOSE ADAPTER & BUSHING			5.17✓	0.00
80527	7/17/2020	7/17/2020	300.82					Posted
	10-18-4330			1139608-1-FLOAT ASSY			33.68✓	0.00
	10-21-6190			1139084-1-POPCORN			81.00✓	0.00
	10-21-6190			1138193-1-POPCORN			40.50✓	0.00
	10-17-7450			1138617-1-TEE, INSERT, COUPLING, BU			145.64✓	0.00
							300.82✓	0.00
80563	7/17/2020	7/17/2020	2,117.52					Posted
	53-43-6000			1138991-1-CABLE TIES & PVC CUTTER			30.74✓	0.00
	53-41-6000			1138544-1-BULBS			261.80✓	0.00
	53-41-4360			1136159-1-COIL			261.60✓	0.00
	53-41-4360			1136211-1-STARTER, KIT, HEATER COIL			385.27✓	0.00
	53-41-4360			1136125-1-STARTER, HEATER COIL PAC			645.94✓	0.00
	53-41-6000			1137116-1-BULBS & FUSES			186.31✓	0.00
	53-41-4360			1138769-1-OVERLOAD RELAY			290.44✓	0.00
	53-43-6000			1139564-1-ELBOW & COUPLING			4.80✓	0.00
	53-43-6000			1139566-1-CARLON PV DUIT			19.42✓	0.00
	53-43-7450			1136839-1-LOCATER			15.60✓	0.00
	51-43-7450			1136839-1-LOCATER			15.60✓	0.00
							2,117.52✓	0.00
80578	7/17/2020	7/17/2020	1,204.87					Posted
	51-43-6000			1137290-1-SAWZALL & TORCH			60.48✓	0.00
	51-43-4360			1134440-1-EFFLUENT PUMP			943.86✓	0.00
	51-43-6000			1137122-1-CONNECTORS			17.71✓	0.00
	52-41-4360			1138324-1-PIPE, HYDRANT, VALVE, ELB			182.82✓	0.00
							1,204.87✓	0.00

# Accounts Payable Detail Listing

City of Beloit

**Vend# Vendor Name**

Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status
Account#	Work Order	Description	Debit	Credit				
<b>1258 BUMPER TO BUMPER AUTO PARTS (continued)</b>								
80456	7/17/2020	7/17/2020	278.51					Posted
	10-13-4310	795912-ROTOR, DISC PAD, OIL FILTER	215.51✓					0.00
	10-13-4310	795667-WASHER FLUID, OIL FILTER	15.24✓					0.00
	10-13-4310	796309-WASHER FLUID, OIL FILTER	11.58✓					0.00
	10-13-4310	796583-OIL FILTER, WASHER FLUID	26.76✓					0.00
	10-13-4310	796584-CABIN FILTER	9.42✓					0.00
			<u>278.51✓</u>					0.00
80467	7/17/2020	7/17/2020	400.73					Posted
	10-14-4310	796876-AIR FILTER	24.37✓					0.00
	10-14-4310	796293-OIL & FUEL FILTERS	100.88✓					0.00
	10-14-4310	796311-FUEL FILTERS	275.48✓					0.00
			<u>400.73✓</u>					0.00
80516	7/17/2020	7/17/2020	63.80	796271				Posted
	10-15-4330	OIL CHARGE & REFRIGERANT	63.80✓					0.00
80564	7/17/2020	7/17/2020	214.94					Posted
	53-43-4310	796586-TRAILER HITCH & PIN	19.57✓					0.00
	10-14-4310	796483-OIL FILTERS	15.21✓					0.00
	53-41-4310	796328-FUEL PUMP	90.39✓					0.00
	53-41-4310	796331-CORE	42.02✓					0.00
	53-41-4310	796318-CASTING RETURN	0.00					42.02✓
	53-41-4310	796307-STARTER	89.77✓					0.00
			<u>256.96✓</u>					42.02✓
80579	7/17/2020	7/17/2020	28.49					Posted
	51-43-4310	796314-OIL FILTER, BEARING	45.82✓					0.00
	51-43-4310	796315-FUEL FILTER RETURN	0.00					17.33✓
			<u>45.82✓</u>					17.33✓
<b>118 C &amp; R BODY SHOP INC</b>								
80465	7/17/2020	7/17/2020	4,936.36	12596				Posted
	10-13-4310	REPAIRS ON 2015 FORD EXPLORER	4,936.36✓					0.00
<b>1091 CARD SERVICES</b>								
80595	7/17/2020	7/17/2020	143.54	8199				Posted
	51-41-5320	USPS	13.30✓					0.00
	51-41-5320	USPS	16.20✓					0.00
	51-41-5320	USPS	8.70✓					0.00
	51-41-5320	USPS	23.28✓					0.00
	10-11-4300	GF PIPING SYSTEM	69.07✓					0.00
	52-41-3000	AMAZON PRIME MEMBERSHIP	12.99✓					0.00
			<u>143.54✓</u>					0.00
80596	7/17/2020	7/17/2020	986.51	1033				Posted
	10-13-2400	MEAL	27.07✓					0.00
	10-13-2400	MEAL	20.40✓					0.00
	10-13-2400	MEAL	43.00✓					0.00
	10-13-2400	MEAL	21.50✓					0.00
	10-13-2400	MEAL	30.35✓					0.00
	10-13-2400	MEAL	22.85✓					0.00
	10-13-2400	RANGE TRAINING	23.27✓					0.00
	10-13-6110	SUPPLIES	12.27✓					0.00
	10-13-5320	USPS	10.37✓					0.00
	10-13-2400	TRAINING	41.00✓					0.00
	10-13-6000	TEST AMPULES	362.03✓					0.00
	10-13-4310	VEHICLE TRI-FOLD COVER	229.65✓					0.00
	10-13-6000	EVIDENCE POUCHES	113.50✓					0.00
	10-13-2400	MEAL	29.25✓					0.00
			<u>986.51✓</u>					0.00
80597	7/17/2020	7/17/2020	309.40	6378				Posted
	10-13-5320	USPS	2.80✓					0.00
	26-00-3000	ADOBE	16.26✓					0.00
	24-00-7200	BLINDS FOR OFFICE WINDOWS	290.34✓					0.00
			<u>309.40✓</u>					0.00

# 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>
1091	<b>CARD SERVICES (continued)</b>							
80598	7/17/2020	7/17/2020	1,414.51	0835				Posted
	10-11-2400			ZOOM			65.27✓	0.00
	10-11-2400			FACEBOOK AD			13.10✓	0.00
	24-00-7200			FILE CABINETS			75.94✓	0.00
	24-00-7200			FILE CABINETS			886.97✓	0.00
	24-00-7200			FILE CABINETS			373.23✓	0.00
							<u>1,414.51✓</u>	<u>0.00</u>
80601	7/17/2020	7/17/2020	1,192.78	3920				Posted
	10-11-5320			USPS			2.40✓	0.00
	10-11-5320			STAMPS.COM MEMBER FEE			17.99✓	0.00
	10-11-3000			ADOBE			16.26✓	0.00
	10-21-2911			POOL UNIFORMS			177.75✓	0.00
	10-11-5320			POSTAGE			234.40✓	0.00
	10-13-5320			POSTAGE			165.60✓	0.00
	10-11-6110			REGISTER TAPE			210.00✓	0.00
	10-21-2400			LG CLASS			342.00✓	0.00
	10-11-6110			OFFICE SUPPLIES			26.38✓	0.00
							<u>1,192.78✓</u>	<u>0.00</u>
124	<b>CARRICO IMPLEMENT</b>							
80511	7/17/2020	7/17/2020	304.94					Posted
	25-00-6000			IA49503-PARTS FOR MX7 MOWER			12.90✓	0.00
	25-00-4330			IA47577-CONNECTORS			8.29✓	0.00
	25-00-6000			IA47947-SPRING			17.58✓	0.00
	25-00-6000			IA50900-CONNECTORS			42.72✓	0.00
	25-00-6000			IA50857-FUEL & AIR FILTERS			80.34✓	0.00
	25-00-6000			IA50805-OIL, AIR, FUEL FILTERS			140.30✓	0.00
	51-43-7450			IA48488-SKID STEER RENT-JUNE			325.00✓	0.00
	10-22-6000			IA41694-PD TWICE			0.00	4.81✓
	52-41-6000			IA44534-PD TWICE			0.00	317.38✓
							<u>627.13✓</u>	<u>322.19✓</u>
80523	7/17/2020	7/17/2020	39.12					Posted
	10-20-4330			IA49700-BOWL			31.99✓	0.00
	10-20-4330			IA50387-KEY			7.13✓	0.00
							<u>39.12✓</u>	<u>0.00</u>
80580	7/17/2020	7/17/2020	7.52	IA52051				Posted
	10-15-4310			U RING, WIPER, BACKUP			7.52✓	0.00
1200	<b>CHEMQUEST, INC.</b>							
80565	7/17/2020	7/17/2020	3,506.25					Posted
	53-41-6170			1114-VER-DATE			1,787.50✓	0.00
	53-41-6170			1113-DRS-590			1,718.75✓	0.00
							<u>3,506.25✓</u>	<u>0.00</u>
3149	<b>COMPLIANCE ONE</b>							
80478	7/17/2020	7/17/2020	1,716.00					Posted
	10-11-3000			269351-ADMIN FEE			115.50✓	0.00
	10-11-3000			269351-EAP FEE			42.00✓	0.00
	10-21-3000			269351-PRE-EMPLOYMENT X 19			1,140.00✓	0.00
	10-21-3000			269351-CREDIT FOR J. BROWN			0.00	60.00✓
	10-11-3000			269352-ADMIN FEE			181.50✓	0.00
	10-11-3000			269352-EAP FEE			72.00✓	0.00
	10-21-3000			269352-PRE-EMPLOYMENT X 2			150.00✓	0.00
	51-43-3000			269352-PRE-EMPLOYMENT			75.00✓	0.00
							<u>1,776.00✓</u>	<u>60.00✓</u>
80489	7/17/2020	7/17/2020	711.00					Posted
	10-11-3000			268281-ADMIN FEE			181.50✓	0.00
	10-11-3000			268281-EAP FEE			72.00✓	0.00
	53-43-3000			268281-PRE-EMPLOYMENT			75.00✓	0.00
	10-20-3000			268281-PRE-EMPLOYMENT			75.00✓	0.00
	53-43-3000			268281-PRE-EMPLOYMENT			75.00✓	0.00
	10-18-3000			268281-PRE-EMPLOYMENT			75.00✓	0.00
	10-11-3000			268687-ADMIN FEE			115.50✓	0.00
	10-11-3000			268687-EAP FEE			42.00✓	0.00
							<u>711.00✓</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>				
<b>1358 CUNNINGHAM TELEPHONE &amp; CABLE CO (continued)</b>								
80479	7/17/2020	7/17/2020	82.97	03362				Posted
	10-15-5310			STREET DEPT			82.97✓	0.00
80480	7/17/2020	7/17/2020	83.71	10210				Posted
	26-00-5310			COMM DEV			83.71✓	0.00
80481	7/17/2020	7/17/2020	324.91	11854				Posted
	10-11-5310			ADMIN			324.91✓	0.00
80482	7/17/2020	7/17/2020	134.44	11856				Posted
	10-13-5310			PD			134.44✓	0.00
80483	7/17/2020	7/17/2020	76.60	12334				Posted
	10-14-5310			FD			76.60✓	0.00
80484	7/17/2020	7/17/2020	113.22	13609				Posted
	53-43-5310			SYSTEMS			37.74✓	0.00
	52-43-5310			SYSTEMS			37.74✓	0.00
	51-43-5310			SYSTEMS			37.74✓	0.00
							113.22✓	0.00
80485	7/17/2020	7/17/2020	223.37	13610				Posted
	10-22-5310			AIRPORT			223.37✓	0.00
80486	7/17/2020	7/17/2020	196.94	13094				Posted
	10-18-5310			PARKS & REC			146.99✓	0.00
	10-19-5310			PARKS & REC			49.95✓	0.00
							196.94✓	0.00
80487	7/17/2020	7/17/2020	282.18	12754				Posted
	51-41-5310			WATER PLANT			80.74✓	0.00
	53-41-5310			POWER PLANT			201.44✓	0.00
							282.18✓	0.00
80488	7/17/2020	7/17/2020	56.60	13611				Posted
	10-21-5310			POOL			56.60✓	0.00
<b>3137 CVA AREA 3 BELOIT OFFICE</b>								
80510	7/17/2020	7/17/2020	195.64					Posted
	10-15-6270			3840-DIESEL			37.45✓	0.00
	10-15-6270			3840-DIESEL			68.44✓	0.00
	10-15-6270			3840-DIESEL			53.19✓	0.00
	10-14-6260			4510-DIESEL			17.79✓	0.00
	10-14-6260			4510-DIESEL			18.77✓	0.00
							195.64✓	0.00
<b>1795 LUKE DENEKE</b>								
80457	7/17/2020	7/17/2020	128.89					Posted
	10-13-2400			REIMBURSEMENT MEAL @ TRAINING			41.00✓	0.00
	10-13-2400			REIMBURSEMENT MEAL @ TRAINING			38.39✓	0.00
	10-13-2400			REIMBURSEMENT-FUEL			49.50✓	0.00
							128.89✓	0.00
<b>193 DOLLAR GENERAL STORE-MSC-410526</b>								
80468	7/17/2020	7/17/2020	25.80	1000984498				Posted
	10-11-6000			KLEENEX			25.80✓	0.00
80521	7/17/2020	7/17/2020	32.85					Posted
	10-18-6000			1000987012-BATH TISSUE & BUG SPRA			13.90✓	0.00
	10-17-6800			1000985008-SOAP FOR TRAILER			3.00✓	0.00
	10-21-6190			1000986388-KLEENEX, BLEACH, DISH S			15.95✓	0.00
							32.85✓	0.00
<b>2515 F &amp; A FOOD SALES, INC.</b>								
80528	7/17/2020	7/17/2020	1,015.85					Posted
	10-21-6190			2192419-POOL CONCESSIONS			422.47✓	0.00
	10-21-6190			2198506-POOL CONCESSIONS			264.61✓	0.00
	10-21-6190			2201535-POOL CONCESSIONS			328.77✓	0.00
							1,015.85✓	0.00
<b>427 FOLEY EQUIPMENT INC</b>								
80581	7/17/2020	7/17/2020	3,851.44					Posted
	51-43-4330			PS220030728-CAP, DRUM, SCRAPER			3,960.60✓	0.00
	51-43-4330			PC220004767-CREDIT FOR DRUMS			0.00	3,612.00✓
	51-43-4330			PS220030878-DRUM KIT			3,502.84✓	0.00
							7,463.44✓	3,612.00✓

# Accounts Payable Detail Listing

City of Beloit

**Vend# Vendor Name**

Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status	Credit
	Account#	Work Order		Description			Debit		
<b>3351 FORTE PAYMENT SYSTEMS (continued)</b>									
80490	7/17/2020	7/17/2020	545.60	007140207				Posted	
	53-43-3000			CARD COMPANY FEES			272.80✓		0.00
	53-43-3000			CARD COMPANY FEES			136.40✓		0.00
	51-43-3000			CARD COMPANY FEES			136.40✓		0.00
							545.60✓		0.00
<b>2781 GLASS SERVICES INC.</b>									
80491	7/17/2020	7/17/2020	4,921.75	131614				Posted	
	24-00-7200			SUPPLY & INSTALL ELECTRONIC DOOF			4,921.75✓		0.00
<b>271 GUARANTY ST BANK &amp; TRUST CO</b>									
80589	7/17/2020	7/17/2020	5,463.27	8-1-2020				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
<b>297 HARRISON &amp; DEMEL LAW OFFICE LLC</b>									
80459	7/17/2020	7/17/2020	85.00	285				Posted	
	10-12-3320			SPECIAL PROSECUTOR			85.00✓		0.00
<b>2869 HEARTLAND ENVIRONMENTAL DISTRIBUTORS, IN</b>									
80582	7/17/2020	7/17/2020	2,640.00	104272				Posted	
	52-43-4360			LIFT STATION DEGREASER			2,640.00✓		0.00
<b>2542 HEINEKEN ELECTRIC</b>									
80492	7/17/2020	7/17/2020	6,405.00	3851				Posted	
	30-00-3000			PROGRESS BILLING-AIRPORT BEACON			6,405.00✓		0.00
80556	7/17/2020	7/17/2020	2,135.00	3870				Posted	
	30-00-3000			FINAL BILLING-AIRPORT BEACON			2,135.00✓		0.00
<b>3078 HISEROTE TRASH SERVICE</b>									
80453	7/17/2020	7/17/2020	17,753.67					Ck# 81939 Printed	
	54-41-3000			TRASH COLLECTION			17,753.67✓		0.00
<b>2111 HOMMAN ELECTRONICS</b>									
80460	7/17/2020	7/17/2020	269.00	7629				Posted	
	10-13-4340			REPAIR MOBILE RADIO			269.00✓		0.00
<b>2517 HQH2O INC.</b>									
80458	7/17/2020	7/17/2020	17.25					Posted	
	10-13-6000			308364-WATER			11.50✓		0.00
	10-13-6000			308676-WATER			5.75✓		0.00
							17.25✓		0.00
<b>312 WAYNE HUGGINS</b>									
80470	7/17/2020	7/17/2020	150.00	167563				Posted	
	24-00-7200			INSTALL LOCK ON NEW OFFICE DOOR			150.00✓		0.00
<b>330 INTERNATIONAL CODE COUNCIL, INC.</b>									
80599	7/17/2020	7/17/2020	84.30	1001209539				Posted	
	10-13-6000			CODE BOOKS			84.30✓		0.00
<b>357 KANSAS DEPARMENT OF REVENUE-WPF</b>									
80472	7/17/2020	7/17/2020	2,384.64					Posted	
	51-00-2075			2020 2ND QUARTER WATER PROTECTI			2,384.64✓		0.00
<b>251 KANSAS GAS SERVICE</b>									
80504	7/17/2020	7/17/2020	60.77	200774227				Posted	
	53-43-6210			502 E 12TH BLDG B-GENE			60.77✓		0.00
80505	7/17/2020	7/17/2020	71.45	121850373				Posted	
	53-43-6210			SYSTEMS			17.87✓		0.00
	52-43-6210			SYSTEMS			17.86✓		0.00
	51-43-6210			SYSTEMS			17.86✓		0.00
	10-13-6210			SYSTEMS			17.86✓		0.00
							71.45✓		0.00
80506	7/17/2020	7/17/2020	51.30	162672864				Posted	
	10-14-6210			601 N MILL			51.30✓		0.00
80507	7/17/2020	7/17/2020	33.38	169801291				Posted	
	51-41-6210			215B S CHESTNUT			33.38✓		0.00

# 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>
<b>251 KANSAS GAS SERVICE (continued)</b>								
80508	7/17/2020	7/17/2020	417.95	100270100				Posted
	10-15-6210			STREET & ALLEY			56.61✓	0.00
	51-41-6210			WATER			35.94✓	0.00
	53-41-6210			POWER PLANT			56.61✓	0.00
	10-18-6210			PARKS & REC			30.76✓	0.00
	10-22-6210			AIRPORT			38.54✓	0.00
	53-43-6210			SYSTEMS			21.33✓	0.00
	52-43-6210			SYSTEMS			21.33✓	0.00
	51-43-6210			SYSTEMS			21.32✓	0.00
	52-43-6210			818 E SOUTH ST			35.49✓	0.00
	10-11-6210			ADMIN			63.14✓	0.00
	52-43-6210			219 INDEPENDENCE GEN			36.88✓	0.00
							417.95✓	0.00
80591	7/17/2020	7/17/2020	131.99	156296173				Posted
	53-41-6210			215 S CHESTNUT			131.99✓	0.00
80592	7/17/2020	7/17/2020	81.04	121984891				Posted
	10-19-6210			1720 N HERSEY			81.04✓	0.00
<b>1916 KANSAS MUNICIPAL JUDGES ASSOC</b>								
80452	7/17/2020	7/17/2020	25.00					Ck# 81938 Printed
	10-12-5410			2020 MEMBERSHIP DUES-SCOTT WRIG			25.00✓	0.00
<b>367 KANSAS MUNICIPAL UTILITIES</b>								
80566	7/17/2020	7/17/2020	3,209.00	15304				Posted
	53-41-5410			2020 3RD QUARTER DUES			3,209.00✓	0.00
<b>370 KANSAS ONE CALL SYSTEM INC</b>								
80471	7/17/2020	7/17/2020	63.60	0060153				Posted
	53-43-3000			LOCATES			21.20✓	0.00
	51-43-3000			LOCATES			21.20✓	0.00
	52-43-3000			LOCATES			21.20✓	0.00
							63.60✓	0.00
<b>394 KRIERS AUTO PARTS</b>								
80455	7/17/2020	7/17/2020	32.59					Posted
	10-13-4310			4925-325157-FUEL TREATMENT			9.99✓	0.00
	10-13-4310			4925-322025-REPAIR STARTER			42.60✓	0.00
	10-13-4310			CREDIT FOR OVERPAYMENT 4925-319C			0.00	20.00✓
							52.59✓	20.00✓
80493	7/17/2020	7/17/2020	424.76	4925-323088				Posted
	10-13-4310			LIGHT KIT			424.76✓	0.00
80512	7/17/2020	7/17/2020	257.81					Posted
	30-00-6000			4925-325005-HAND RAILS-SRTS			39.75✓	0.00
	10-15-4330			4925-323005-GLOVES			41.97✓	0.00
	10-15-4330			4925-323008-BATTERY			140.54✓	0.00
	10-15-4330			4925-323245-IGNITION SWITCH			28.49✓	0.00
	10-15-4330			4925-323248-BATTERY TERMINAL			7.06✓	0.00
							257.81✓	0.00
80524	7/17/2020	7/17/2020	19.77	4925-324610				Posted
	10-21-4330			POWERATED BLT			19.77✓	0.00
80560	7/17/2020	7/17/2020	510.32					Posted
	53-43-4310			4925-323579-LAMPS			26.58✓	0.00
	53-43-4310			4925-323586-SOCKET			18.79✓	0.00
	53-43-4310			4925-323672-OVERFLOW TANK			409.24✓	0.00
	53-43-4310			4925-322777-SHAFT SEAL			18.49✓	0.00
	53-43-4310			4925-322745-CAP			21.99✓	0.00
	53-41-4310			4925-322809-WASHER PUMP			15.23✓	0.00
							510.32✓	0.00
80575	7/17/2020	7/17/2020	45.97					Posted
	51-43-6260			4925-324245-SEAFOAM			17.99✓	0.00
	51-41-6000			4925-323328-FLOOR DRY			27.98✓	0.00
							45.97✓	0.00
<b>3170 KRIZ-DAVIS/BORDER STATES ELECTRIC SUPPLY</b>								

# Accounts Payable Detail Listing

City of Beloit

<u>Vend#</u>	<u>Vendor Name</u>	<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>
3170	<b>KRIZ-DAVIS/BORDER STATES ELECTRIC SUPPLY (continued)</b>									
80567		7/17/2020	7/17/2020	8,975.00						Posted
		53-43-6070				920200701-LABELS, PLATE, WOOD BRA			6,977.00 ✓	0.00
		53-43-6000				920200699-WIRE			1,998.00 ✓	0.00
									8,975.00 ✓	0.00
1037	<b>LATTIN AVIATION-TRAVIS LATTIN</b>									
80588		7/17/2020	7/17/2020	1,200.00						Posted
		10-22-3000				SERVICE CONTRACT-JULY			1,200.00 ✓	0.00
188	<b>LAWSON PRODUCTS INC</b>									
80568		7/17/2020	7/17/2020	117.89	9307659406					Posted
		53-43-6000				READY ORANGE WIPES			39.30 ✓	0.00
		52-43-6000				READY ORANGE WIPES			39.30 ✓	0.00
		51-43-6000				READY ORANGE WIPES			39.29 ✓	0.00
									117.89 ✓	0.00
3156	<b>LOCKIT TECHNOLOGIES LLC</b>									
80461		7/17/2020	7/17/2020	1,291.00	5984					Posted
		10-13-7460				SERVICE CONTRACT			1,291.00 ✓	0.00
80529		7/17/2020	7/17/2020	1,337.47	5917					Posted
		10-21-4330				COMPUTER FOR POOL			1,337.47 ✓	0.00
428	<b>MAR KAN SALES CO</b>									
80530		7/17/2020	7/17/2020	479.68						Posted
		10-21-6190				413861-CREDIT ON ACCT			0.00	52.33 ✓
		10-21-6190				441202-POOL CONCESSIONS			427.06 ✓	0.00
		10-21-6190				442386-POOL CONCESSIONS			104.95 ✓	0.00
									532.01 ✓	52.33 ✓
426	<b>CRAIG MARCOTTE</b>									
80454		7/17/2020	7/17/2020	245.00	27985206					Posted
		10-13-6600				MOWING-411 E SOUTH-6-22			30.00 ✓	0.00
		10-13-6600				MOWING-421 N MILL-6-2			75.00 ✓	0.00
		10-13-6600				MOWING-421 N MILL-6-30			50.00 ✓	0.00
		10-13-6600				MOWING-400 N MILL-6-30			40.00 ✓	0.00
		10-13-6600				MOWING-523 N HERSEY-7-1			50.00 ✓	0.00
									245.00 ✓	0.00
424	<b>MCHENRY ELECTRIC &amp; SUPPLY</b>									
80525		7/17/2020	7/17/2020	499.99	026351					Posted
		10-20-7450				BLOWER			499.99 ✓	0.00
80559		7/17/2020	7/17/2020	130.98						Posted
		53-43-4330				026307-SHARPEN CHAIN			65.00 ✓	0.00
		53-43-4330				026330-BAR OIL			65.98 ✓	0.00
									130.98 ✓	0.00
80583		7/17/2020	7/17/2020	39.75	026210					Posted
		53-43-4330				SPARK PLUGS, LABOR ON SAW			39.75 ✓	0.00
467	<b>MITCHELL CO HIGHWAY DEPT</b>									
80517		7/17/2020	7/17/2020	257.00	14461					Posted
		30-00-6000				GUARDRAILS			257.00 ✓	0.00
342	<b>MUNICIPAL SUPPLY INC. OF NEBRASKA</b>									
80584		7/17/2020	7/17/2020	13,578.41						Posted
		51-43-6080				0765988-IN-CURB KEY			53.90 ✓	0.00
		51-43-6080				0765989-IN-REPAIR CLAMP			572.26 ✓	0.00
		51-43-6080				0765556-IN-TEE, VALVE, COUPLING			11,799.25 ✓	0.00
		51-43-6080				0765557-IN-TAP & CORP STOP			1,153.00 ✓	0.00
									13,578.41 ✓	0.00
2832	<b>NEX-TECH INC</b>									
80494		7/17/2020	7/17/2020	185.00	406810					Posted
		10-11-3360				ADMIN-JUNE CHARGES			92.50 ✓	0.00
		10-11-3360				ADMIN-JULY CHARGES			92.50 ✓	0.00
									185.00 ✓	0.00
2301	<b>NEX-TECH WIRELESS</b>									
80518		7/17/2020	7/17/2020	60.71	7565073					Posted
		25-00-7450				STREET DEPT.-PHONE BILL			60.71 ✓	0.00

# Accounts Payable Detail Listing

City of Beloit

<u>Vend#</u>	<u>Vendor Name</u>	<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>
2839	<b>NEXTRUST INC. (continued)</b>									
80495		7/17/2020	7/17/2020		1,156.38	277183			1,156.38 ✓	Posted 0.00
		10-11-5320				UTILITY BILLS				
3210	<b>ORAZEM &amp; SCALORA ENGINEERING, P.A.</b>									
80496		7/17/2020	7/17/2020		2,950.00	20005-0720			2,950.00 ✓	Posted 0.00
		30-00-3000				HVAC EVALUATION-N. CAMPUS BLDGS				
2946	<b>PACE ANALYTICAL SERVICES, INC.</b>									
80604		7/17/2020	7/17/2020		1,288.00					Posted
		51-41-3000				2060108705-LAB TESTING			315.00 ✓	0.00
		51-41-3000				2060102195-LAB TESTING			450.00 ✓	0.00
		52-41-3000				2060108766-LAB TESTING			523.00 ✓	0.00
									<u>1,288.00 ✓</u>	<u>0.00</u>
3063	<b>PORTER HOUSE APTS</b>									
80590		7/17/2020	7/17/2020		250.00				250.00 ✓	Posted 0.00
		26-00-3000				OFFICE RENT-AUGUST				
3305	<b>PRIORITY POWER MANAGEMENT, LLC</b>									
80573		7/17/2020	7/17/2020		1,210.00	17025			1,210.00 ✓	Posted 0.00
		53-41-3000				CONSULTING AGREEMENT-JUNE				
1335	<b>PUR- O- ZONE, INC.</b>									
80497		7/17/2020	7/17/2020		82.55	807485			82.55 ✓	Posted 0.00
		10-11-6000				DISINFECTANT BOMBS				
2979	<b>RAY'S APPLE MARKET</b>									
80469		7/17/2020	7/17/2020		21.99	7016			21.99 ✓	Posted 0.00
		10-11-6000				WATER				
321	<b>RICOH USA, INC</b>									
80498		7/17/2020	7/17/2020		310.88	103806922			310.88 ✓	Posted 0.00
		10-11-3360				RICOH RENTAL				
80600		7/17/2020	7/17/2020		19.79	5059964680			19.79 ✓	Posted 0.00
		10-11-3360				COPY MACHINE				
575	<b>SAGE PRODUCTS</b>									
80569		7/17/2020	7/17/2020		622.80	0081981-IN				Posted
		53-43-6000				TP, PAPER TOWELS, BOWL CLEANER			207.60 ✓	0.00
		52-43-6000				TP, PAPER TOWELS, BOWL CLEANER			207.60 ✓	0.00
		51-43-6000				TP, PAPER TOWELS, BOWL CLEANER			207.60 ✓	0.00
									<u>622.80 ✓</u>	<u>0.00</u>
94	<b>SCHENDEL PEST CONTROL</b>									
80570		7/17/2020	7/17/2020		50.00	85363				Posted
		53-43-3000				PEST CONTROL-ARMORY			12.50 ✓	0.00
		52-43-3000				PEST CONTROL-ARMORY			12.50 ✓	0.00
		51-43-3000				PEST CONTROL-ARMORY			12.50 ✓	0.00
		10-13-3000				PEST CONTROL-ARMORY			12.50 ✓	0.00
									<u>50.00 ✓</u>	<u>0.00</u>
3347	<b>KATIE SCHROEDER</b>									
80499		7/17/2020	7/17/2020		143.40					Posted
		10-11-6110				3898-MAY OFFICE EXPENSES			16.70 ✓	0.00
		10-11-6110				3904-JUNE OFFICE EXPENSES			126.70 ✓	0.00
									<u>143.40 ✓</u>	<u>0.00</u>
488	<b>SCHWAB EATON BELOIT</b>									
80500		7/17/2020	7/17/2020		7,000.50	19.117-3			7,000.50 ✓	Posted 0.00
		30-00-3000				CITY WIDE DRAINAGE STUDY				
3301	<b>AMANDA SEYFERT</b>									
80462		7/17/2020	7/17/2020		100.00				100.00 ✓	Posted 0.00
		10-12-3320				RESTITUTION FOR DOG BITE-20190033				
607	<b>SHAMBURG OIL COMPANY</b>									
80509		7/17/2020	7/17/2020		72.15	726438			72.15 ✓	Posted 0.00
		25-00-6180				PROPANE				

# 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>				
<b>607 SHAMBURG OIL COMPANY (continued)</b>								
80557	7/17/2020	7/17/2020	216.62					Posted
	53-43-6270			728726-DIESEL			50.79 ✓	0.00
	53-43-6270			727836-DIESEL			84.29 ✓	0.00
	53-43-6270			726038-DIESEL			61.00 ✓	0.00
	53-43-6270			726037-DIESEL			65.01 ✓	0.00
	53-43-6270			605747-EXCISE TAX CREDIT-JUNE			0.00	44.47 ✓
							261.09 ✓	44.47 ✓
80572	7/17/2020	7/17/2020	111.20					Posted
	51-43-6270			726032-DIESEL			32.20 ✓	0.00
	52-43-6260			725634-DIESEL			79.00 ✓	0.00
							111.20 ✓	0.00
<b>624 BART SNYDER</b>								
80585	7/17/2020	7/17/2020	150.00					Posted
	51-43-2911			BOOT REIMBURSEMENT			150.00 ✓	0.00
<b>626 SOLOMON VALLEY HOME CENTER</b>								
80501	7/17/2020	7/17/2020	30.25					Posted
	10-11-4300			INV0516870-PLYWOOD			17.79 ✓	0.00
	10-11-4300			INV0516871-PLYWOOD			12.46 ✓	0.00
							30.25 ✓	0.00
80519	7/17/2020	7/17/2020	276.60					Posted
	30-00-6000			INV0519562-PAINT & WEDGE ANCHOR-			42.12 ✓	0.00
	30-00-6000			INV0519564-WEDGE ANCHOR-SRTS			3.18 ✓	0.00
	30-00-6000			INV0519621-ANCHOR & BIT-SRTS			43.47 ✓	0.00
	30-00-6000			INV0518116-2X12'S-SRTS			135.85 ✓	0.00
	10-15-6130			INV0516965-PAINT			51.98 ✓	0.00
							276.60 ✓	0.00
80531	7/17/2020	7/17/2020	397.90					Posted
	10-17-7450			INV0519652-CAPS & NIPPLES			16.27 ✓	0.00
	10-18-4300			INV0520366-FLUSH LEVER			5.79 ✓	0.00
	10-18-6150			INV0519780-REBAR			29.16 ✓	0.00
	10-18-6000			INV0519701-SEALS			4.26 ✓	0.00
	10-18-4330			INV0517895-CAP			8.79 ✓	0.00
	10-17-7450			INV0518671-RINGS, HEX, STRAP			40.45 ✓	0.00
	10-21-6000			INV0519352-SPRAYER			10.99 ✓	0.00
	10-18-6000			INV0517675-OUTDOOR CORD			29.99 ✓	0.00
	10-18-6000			INV0517657-OUTDOOR CORD			49.99 ✓	0.00
	10-20-4300			INV0517336-LINERS & PAINT PAIL			17.18 ✓	0.00
	10-18-4300			INV0517350-ANGLE & CAULK GUN			24.48 ✓	0.00
	10-18-4300			INV0517226-RUBBING BRICK & PAINT			42.37 ✓	0.00
	10-18-8400			INV0517001-REBAR			72.90 ✓	0.00
	10-18-8400			INV0516968-2X4'S			45.28 ✓	0.00
							397.90 ✓	0.00
80571	7/17/2020	7/17/2020	316.88					Posted
	53-43-6000			INV0518588-PLYWOOD			46.59 ✓	0.00
	53-41-6000			INV0516797-MAGNET			25.59 ✓	0.00
	23-00-6000			INV0516956-CONCRETE-DISC GOLF BA			244.70 ✓	0.00
							316.88 ✓	0.00
80586	7/17/2020	7/17/2020	117.05					Posted
	51-43-6000			INV0519011-PLYWOOD			50.58 ✓	0.00
	51-43-6000			INV0519020-PLYWOOD			50.58 ✓	0.00
	51-43-6000			INV0519544-2X8			15.89 ✓	0.00
							117.05 ✓	0.00
<b>2013 STROBEL DOOR &amp; REPAIR INC</b>								
80587	7/17/2020	7/17/2020	2,462.00	23807				Posted
	53-43-4300			DOOR INSTALLATION			820.67 ✓	0.00
	52-43-4360			DOOR INSTALLATION			820.67 ✓	0.00
	51-43-4360			DOOR INSTALLATION			820.66 ✓	0.00
							2,462.00 ✓	0.00
<b>673 THOMPSON'S OK TIRE, INC</b>								

# 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>
673	<b>THOMPSON'S OK TIRE, INC (continued)</b>							
80463	7/17/2020	7/17/2020	957.11					Posted
	10-13-4310			49191-FLAT REPAIR			10.15✓	0.00
	10-13-4310			49955-FLAT REPAIR			10.00✓	0.00
	10-13-4310			50463-TIRES			926.96✓	0.00
	10-13-4310			50485-FLAT REPAIR			10.00✓	0.00
							957.11✓	0.00
80520	7/17/2020	7/17/2020	396.73	50049				Posted
	10-15-6140			TIRES			396.73✓	0.00
3073	<b>U.S. BANK EQUIPMENT FINANCE</b>							
80532	7/17/2020	7/17/2020	443.70	418304226				Posted
	10-11-3360			INV. 418304226-ADMIN COPIER			443.70✓	0.00
410	<b>UTILITIES</b>							
80603	7/17/2020	7/17/2020	721.07	7346				Posted
	10-13-6220			CITY SHARE OF JAIL UTILITIES			721.07✓	0.00
2067	<b>VERIZON WIRELESS SERVICES, LLC</b>							
80502	7/17/2020	7/17/2020	43.63	9856836416				Posted
	53-41-5310			POWER PLANT STAND-BY PHONE			43.63✓	0.00
80503	7/17/2020	7/17/2020	211.22	9856827535				Posted
	10-11-5310			ADMIN			59.19✓	0.00
	53-43-5310			SYSTEMS			24.19✓	0.00
	52-43-5310			SYSTEMS			27.29✓	0.00
	51-43-5310			SYSTEMS			27.29✓	0.00
	51-41-5310			WATER PLANT STAND BY PHONE			22.08✓	0.00
	10-20-5310			CEMETERY			51.18✓	0.00
							211.22✓	0.00
80602	7/17/2020	7/17/2020	48.37	9857934675				Posted
	10-18-5310			PARKS & REC ON CALL PHONE			48.37✓	0.00

207,995.64 129 Non-voided payables listed.

Report Setup  
 AP - Accounts Payable Listing : Vendor Name  
 Filter Options  
 Starting: 7/17/2020  
 Ending: 7/17/2020  
 Banks: All  
 Payable Status: Posted, Printed, ACH, Recorded, Voided  
 All Vendors Selected

## REQUEST FOR COUNCIL ACTION

**DATE:** 7/15/2020

**TITLE:** Ordinance 2277 Requiring Wearing Masks in Public Spaces

**ORIGINATING DEPARTMENT:**

Administration

**TYPE OF ACTION:**

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

**RECOMMENDATION:**

The council can move to approve or not approve Ordinance 2277.

**BACKGROUND:**

Please see City Attorney Katie Schroeder's write up regarding options for the governing body.

In addition, Mitchell County has not technically "opted out" of Governor Kelly's executive order mandating masks in public spaces. Rather, they have stated they will not actively enforce the executive order, rather they are strongly recommending the wearing of masks at this time. The Mitchell County Commissioners meet this Monday at 8:30 am and this may be a topic of discussion to determine additional steps in regards to Governor Kelly's order. As many actions regarding COVID-19 have been done at a county level, this may be a worthy conversation with commissioners on your/their views or perspectives.

**FINANCIAL IMPACT:**

**OPTIONS:**

**DISCUSSION:**

Respectfully submitted,  
Jason Rabe  
City Manager

P O Box 591  
Beloit, Kansas 67420



Tel No (785) 534-1290  
Fax No (785) 534-1291

**Katie J. Schroeder**  
CITY ATTORNEY

MEMORANDUM

TO: Jason Rabe, City Manager  
Beloit City Council

FROM: Katie Schroeder, City Attorney

RE: Wearing of Masks in Public

DATE: July 10, 2020

**Background:**

Governor Laura Kelly signed Executive Order 20-52 on July 2, 2020 requiring the wearing of masks or other face coverings in public. A copy of that order is attached to this Memorandum. At our July 1, 2020 council meeting, Councilor Otte recommended that the City pass a resolution in support of Governor Kelly's mask order.

**Procedure/Enforcement of an Executive Order:**

With House Bill 2016's amendments, the Kansas Legislature has repealed criminal penalties that previously attached to violations of an emergency order. Therefore, a violation of the Governor's mask order is a civil violation and not a crime. Procedures ordinarily available to law enforcement to enforce criminal laws may not be used to enforce the mask order. Any civil enforcement action must be brought by the county or district attorney.

With House Bill 2016's amendments, counties now have the ability to opt out of some or all of the governor's executive order. There is a specific process for this in that the county must "issue an order relating to public health that includes provisions that are less stringent" AND after consultation with local health officials, finds that "implementation of the full scope of the provisions in the governor's executive order are not necessary to protect the public health and safety of the county."

A copy of the Attorney General's Memorandum to Kansas Law Enforcement is attached to this Memorandum.

**Mitchell County:**

On July 5, 2020 the Mitchell County Commissioners met and elected NOT to pass an order "opting out" of the Governor's executive order. Instead, the County issued a press release strongly recommending masks and personal accountability, but that Mitchell County will not enforce the Executive Order. A copy of the County's Press Release is attached to this Memorandum.

Therefore, the Governor's Order is still in effect for all of Mitchell County.

Also note, as stated above, the civil enforcement of the Governor's Order is the discretion of the county attorney, not the Mitchell County Commissioners.

**Other Jurisdictions:**

In an effort to clear up confusion, I will attempt to relay what some other jurisdictions have done. As you know, this is subject to change as cities and counties are making changes daily. Some Kansas cities began passing their own ordinances requiring masks after their County Commissioners passed orders opting out of the Governor's order. For example:

Salina:

- Saline County originally voted not to enforce the Governor's Order
- City of Salina passed an ordinance requiring masks with a fine and misdemeanor penalty
- Saline County met again and voted to make masks mandatory

Wichita:

- Sedgwick County voted to not to require masks in public
- City of Wichita passed an ordinance requiring masks with a fine and misdemeanor penalty
- Sedgwick County Health Officer issued an Emergency Public Health Order requiring masks (which is punishable under UPOC as a misdemeanor)

**Resolution vs. Ordinance:**

Resolutions and ordinances are the tools the City Council uses to implement policies. Resolutions state the opinion or the feeling of the City Council and are used to dictate

policy to city employees, congratulate an organization or a person, express sorrow at the death of a respected person or urge another governmental body to take a desired action. An ordinance authorizes the spending of city money, sets tax levies or establishes regulations that govern the actions of City agencies and citizens.

City Staff has presented the City Council with both a Resolution and an Ordinance concerning masks. The Council may adopt the Resolution or the Ordinance (not both), or may do nothing. Here is a breakdown of each option:

Do Nothing:

- A vote rejecting the Resolution and a vote rejecting the Ordinance means that the current situation remains.
  - 1) The Governor's Executive Order is still in effect for Beloit.
  - 2) At this time the County states they will not enforce the Executive Order, but strongly encourages the wearing of masks.

Resolution:

- A vote in favor of the proposed Resolution would state the opinion or feeling of the City Council that the citizens of Beloit should follow the Governor's Order and that the City Council strongly recommends the wearing of masks and encourages personal accountability and respect for your fellow citizens.

What this means:

  - 1) The Governor's Order is still in effect for Beloit.
  - 2) At this time the County states they will not enforce the Executive Order.
  - 3) No enforcement through Municipal Court.

Ordinance:

- A vote in favor of the proposed Ordinance would make it a law in the City to wear masks in accordance with the Ordinance. What this means:
  - 1) The Governor's Order is still in effect for Beloit BUT citizens must also comply with the Ordinance.
  - 2) The Ordinance would be enforced by the Beloit Police Department and Municipal Court.
  - 3) Penalties would be an ordinance violation, payment of a fine, AND payment of \$100 in court costs, per violation.

This situation will likely change between today and our meeting on July 15<sup>th</sup>. We will discuss further at our meeting. As always, please contact me with questions or concerns.

Katie J. Schroeder  
Beloit City Attorney

# STATE OF KANSAS

CAPITOL BUILDING, ROOM 241 SOUTH  
TOPEKA, KS 66612



PHONE: (785) 296-3232  
GOVERNOR.KANSAS.GOV

**GOVERNOR LAURA KELLY**

## **EXECUTIVE ORDER NO. 20-52**

Requiring masks or other face coverings in public

**WHEREAS**, securing the health, safety, and economic well-being of residents of the State of Kansas is this Administration's top priority;

**WHEREAS**, Kansas is facing a crisis-the pandemic and public health emergency of COVID-19-resulting in illness, quarantines, school closures, and temporary closure of businesses resulting in lost wages and financial hardship to Kansas citizens;

**WHEREAS**, the United States Departments of Health and Human Services declared a public health emergency for COVID-19 beginning January 27, 2020, with now more than 2,580,000 cases of the illness and more than 126,000 deaths as a result of the illness across the United States;

**WHEREAS**, the World Health Organization declared a pandemic on March 11, 2020;

**WHEREAS**, a State of Disaster Emergency was proclaimed for the State of Kansas on March 12, 2020;

**WHEREAS**, on March 13, 2020, the President of the United States declared the ongoing COVID-19 pandemic of sufficient severity and magnitude to warrant an emergency declaration for all states, tribes, territories, and the District of Columbia pursuant to Section 501 (b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121-5207 (the "Stafford Act");

**WHEREAS**, on March 13, 2020, the President of the United States pursuant to Sections 201 and 301 of the National Emergencies Act, 50 U.S.C. § 1601, et seq. and consistent with Section 1135 of the Social Security Act, as amended (42 U.S.C. § 1320b-5), declared a national emergency that the COVID-19 outbreak in the United States constitutes a national emergency beginning March 1, 2020;

**WHEREAS**, as of this date, in Kansas there have been 14,990 reported positive cases of COVID-19 spread among 97 counties, including 272 deaths;

**WHEREAS**, after a steady trend of decreasing metrics, recent weeks have seen the numbers of COVID-19 cases, hospitalizations, and deaths spike in Kansas and across the nation;

**WHEREAS**, this worrying trend of increased COVID-19 spread is a danger to the health and safety of every Kansan and also presents a serious threat to reopening and reviving the Kansas economy;

**WHEREAS**, wearing a mask in public is the easiest and most effective way to protect each other and help keep our businesses open and our economy running;

**WHEREAS**, wearing a mask in public is not only safe and easy, it is necessary to avoid more restrictive local measures that could involve closing businesses, schools, organized youth sports, and other important activities;

**WHEREAS**, the State of Kansas must remain flexible to account for the evolving nature and scope of the unprecedented public health emergency posed by COVID-19, while also simultaneously safely, strategically, and incrementally reopening business and facilitating economic recovery and revitalization;

**WHEREAS**, for the aforementioned and other reasons, and in recognition and furtherance of my responsibility to provide for and ensure the health, safety, security, and welfare of the people of the State of Kansas, requiring that masks or other face coverings be worn in public spaces is necessary to promote and secure the safety and protection of the civilian population; and

**WHEREAS**, in these challenging times, this Administration will do whatever it can to avoid immediate dangers to the health, safety, and welfare of Kansans.

**NOW, THEREFORE**, pursuant to the authority vested in me as Governor of the State of Kansas, including the authority granted me by K.S.A 48-924 and K.S.A 48-925(b) and (c)(11), in order to ensure that Kansans can to help keep each other safe and keep our businesses open as we restore our economy, I hereby direct and order the following:

1. Effective at 12:01 a.m. on Friday, July 3, 2020, any person in Kansas shall cover their mouth and nose with a mask or other face covering when they are in the following situations:
  - a. Inside, or in line to enter, any indoor public space;
  - b. Obtaining services from the healthcare sector in settings, including but not limited to, a hospital, pharmacy, medical clinic, laboratory, physician or dental office, veterinary clinic, or blood bank;<sup>1</sup>
  - c. Waiting for or riding on public transportation or while in a taxi, private car service, or ride-sharing vehicle;
  - d. While outdoors in public spaces and unable to maintain a 6-foot distance between individuals (not including individuals who reside together) with only infrequent or incidental moments of closer proximity.

---

<sup>1</sup> Unless directed otherwise by an employee or healthcare provider.

2. Also effective at 12:01 a.m. on Friday, July 3, 2020, all businesses or organizations in Kansas must require all employees, customers, visitors, members, or members of the public to wear a mask or other face covering when:
  - a. Employees are working in any space visited by customers or members of the public, regardless of whether anyone from the public is present at the time;
  - b. Employees are working in any space where food is prepared or packaged for sale or distribution to others;
  - c. Employees are working in or walking through common areas, such as hallways, stairways, elevators, and parking facilities;
  - d. Customers, members, visitors, or members of the public are in a facility managed by the business or organization; or
  - e. Employees are in any room or enclosed area where other people (except for individuals who reside together) are present and are unable to maintain a 6-foot distance except for infrequent or incidental moments of closer proximity.
3. The following are exempt from wearing masks or other face coverings in the situations described in paragraphs 1 and 2:
  - a. Persons age five years or under—children age two years and under in particular should not wear a face covering because of the risk of suffocation;
  - b. Persons with a medical condition, mental health condition, or disability that prevents wearing a face covering—this includes persons with a medical condition for whom wearing a face covering could obstruct breathing or who are unconscious, incapacitated, or otherwise unable to remove a face covering without assistance;
  - c. Persons who are deaf or hard of hearing, or communicating with a person who is deaf or hard of hearing, where the ability to see the mouth is essential for communication;
  - d. Persons for whom wearing a face covering would create a risk to the person related to their work, as determined by local, state, or federal regulators or workplace safety guidelines;
  - e. Persons who are obtaining a service involving the nose or face for which temporary removal of the face covering is necessary to perform the service;
  - f. Persons who are seated at a restaurant or other establishment that offers food or beverage service, while they are eating or drinking, provided they maintain a 6-foot distance between individuals (not including individuals who reside together or are seated together) with only infrequent or incidental moments of closer proximity;

- g. Athletes who are engaged in an organized sports activity that allows athletes to maintain a 6-foot distance from others with only infrequent or incidental moments of closer proximity;
- h. Persons who are engaged in an activity that a professional or recreational association, regulatory entity, medical association, or other public-health-oriented entity has determined cannot be safely conducted while wearing a mask or other face covering;
- i. Persons engaged in an activity or event held or managed by the Kansas Legislature;
- j. Persons engaged in a court-related proceeding held or managed by the Kansas Judiciary; and
- k. Persons engaged in any lawful activity during which wearing a mask or other face covering is prohibited by law.

4. Definitions:

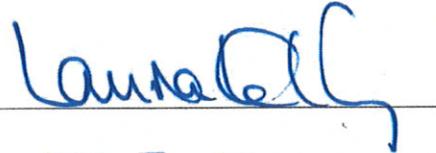
- a. "Mask or other face covering" means a covering of the nose and mouth that is secured to the head with ties, straps, or loops over the ears or is simply wrapped around the lower face. A mask or other face covering can be made of a variety of synthetic and natural fabrics, including cotton, silk, or linen. Ideally, a mask or other face covering has two or more layers. A mask or other face covering may be factory-made, sewn by hand, or can be improvised from household items such as scarfs, bandanas, t-shirts, sweatshirts, or towels.
  - b. "Public space" means any indoor or outdoor space or area that is open to the public; this does not include private residential property or private offices or workspaces that are not open to customers or public visitors.
5. Nothing in this order shall restrict, limit, or supersede the Secretary of Health and Environment's authority to make isolation, quarantine, or other orders restricting movement as necessary to respond to escalating or worsening conditions in any local jurisdiction.
6. Local governments retain authority to issue and enforce equally or more restrictive orders or provisions and retain any authority to issue or enforce isolation or quarantine orders or other orders as necessary to respond to escalating or worsening conditions in any local jurisdiction. Counties may also exercise authority granted by K.S.A. 48-925 as amended by 2020 Special Session House Bill 2016, Sec. 33.
7. As currently permitted pursuant to state law, the Attorney General, county attorneys, and district attorneys enforcing this order should use their discretion and consider the totality of the circumstances as they determine appropriate enforcement actions.

8. In order to more accurately track and assess statewide status of COVID-19 cases, private labs conducting testing for COVID-19 shall report both positive and negative tests to the Kansas Department of Health and Environment.
9. The Four Tribes of Kansas (Iowa Tribe, Kickapoo Nation, Prairie Band Potawatomi Nation, and Sac & Fox Nation) retain any authority to regulate through their respective tribal councils for the health and welfare of their population.
10. This order should be read in conjunction with other executive orders responding to the COVID-19 pandemic that are still in effect and supersedes any contrary provisions of previous orders.

This document shall be filed with the Secretary of State as Executive Order No. 20-52. It shall become effective as of 12:01 a.m. on July 3, 2020, and remain in force until rescinded or until the statewide State of Disaster Emergency extended by House Bill 2016 enacted during the June 2020 special session relating to COVID-19 expires, whichever is earlier. This order may be extended or modified as circumstances dictate.

THE GOVERNOR'S OFFICE

BY THE GOVERNOR

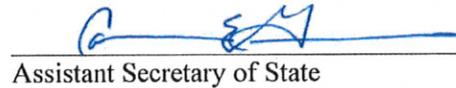


DATED

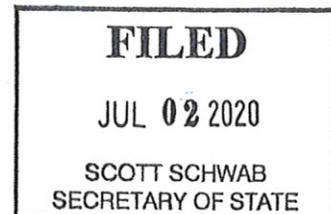
7.2.2020



Secretary of State



Assistant Secretary of State





STATE OF KANSAS  
OFFICE OF THE ATTORNEY GENERAL

**DEREK SCHMIDT**  
ATTORNEY GENERAL

MEMORIAL HALL  
120 SW 10TH AVE., 2ND FLOOR  
TOPEKA, KS 66612-1597  
(785) 296-2215 • FAX (785) 296-6296  
WWW.AG.KS.GOV

# MEMORANDUM

TO: Kansas Prosecutors and Law Enforcement  
FR: Attorney General Derek Schmidt  
CC: Governor, Adjutant General, KHP Superintendent, KBI Director  
DT: July 2, 2020  
RE: Addendum 3 to March 24, 2020, state and local law enforcement duties and authorities memorandum regarding enforcement of orders issued pursuant to the Kansas Emergency Management Act after enactment of 2020 Special Session House Bill 2016 (HB 2016)

This Addendum assists state and local law enforcement and county and district attorneys in determining their duties and authorities related to enforcement of emergency orders of the Governor issued under authority of K.S.A. 48-924 and K.S.A. 48-925 (“emergency orders”).<sup>1</sup> It reflects changes in enforcement authorities and procedures established in statute by House Bill 2016, which was passed by the Legislature on June 4, 2020, signed into law by the Governor on June 8, 2020, and became effective on publication in the Kansas Register on June 9, 2020.<sup>2</sup> To the extent this Addendum conflicts with provisions of my March 24, 2020, memorandum on state and local law enforcement duties and authorities or Addendums to that Memorandum issued prior to this date, this Addendum replaces provisions of those prior documents.

---

<sup>1</sup> The statutory changes discussed in this Addendum also apply to local emergency orders entered under authority of K.S.A. 48-932. Except as expressly noted herein, this Addendum does not discuss authorities arising under other statutes.

<sup>2</sup> HB 2016, § 43; 39 Kan. Reg. 755 (June 9, 2020).

## Background

Enactment of House Bill 2016 fundamentally changed numerous authorities related to the issuance and enforcement of emergency orders. On July 2, 2020, the Governor issued Executive Order 2020-52, which requires the wearing of facemasks in most indoor and many outdoor public places (“Mask Order”) to impede the spread of COVID-19. This is the first new emergency order potentially requiring enforcement that has been issued since the House Bill 2016 statutory amendments;<sup>3</sup> consequently, this Addendum explains the new procedures and authorities pertinent to law enforcement and county or district attorneys in the context of the Mask Order.<sup>4</sup>

### New County-by-County Opt-out Procedure

The initial question that must be asked is whether the Mask Order is in force and effect in a particular county. If it is not, it cannot be enforced in that county. Although the Mask Order itself, like previous COVID-19-related emergency orders, contains no terms limiting its geographical application, state law now establishes a mechanism by which individual counties may effectively opt out of some or all of its requirements. Section 33 of House Bill 2016 authorizes each county commission, pursuant to a statutorily established procedure, to “issue an order relating to public health that includes provisions that are less stringent” than the Mask Order if the commission, after consultation with local health officials, finds that “implementation of the full scope of the provisions in the governor’s executive order are not necessary to protect the public health and safety of the county.”<sup>5</sup> Thus, if a county commission has exercised this new statutory authority and issued a less-stringent order, then the more-stringent aspects of the Mask Order are not in force and effect in that county and may not be enforced. The new statute does not establish any time requirement or limitation for a county commission to exercise this opt-out authority.

### Violating the Mask Order is a Civil Wrong, Not a Crime

Section 36 of House Bill 2016 repealed the criminal penalties found in K.S.A. 48-939 that previously attached to violations of an emergency order and replaced them with civil penalties or injunctive relief that may be ordered by a court in a lawsuit filed by the county or district attorney.<sup>6</sup> Thus, violation of the Mask Order is now a civil violation and

---

<sup>3</sup> Other emergency orders have been issued since the statutory change, but they either were extending previous orders or were of a nature that the role of law enforcement and county or district attorneys in their enforcement were not called into question.

<sup>4</sup> Although this Addendum focuses on the Mask Order just issued, the procedures and authorities it describes apply similarly to other emergency orders going forward.

<sup>5</sup> Codified at K.S.A. 48-925(h). The new law further requires that the board of county commissioners include in its order “all other relevant findings to support” its decision. This provision remains in effect through January 25, 2021, then reverts to prior law.

<sup>6</sup> Under the revised K.S.A. 48-939, the attorney general also may file a civil enforcement action. Because this Addendum provides assistance to law enforcement and to county and district attorneys, references to the attorney general are omitted in the Addendum’s text. In general, it is the intent of

not a crime;<sup>7</sup> consequently, the authorities and procedures ordinarily available to law enforcement officers to enforce criminal laws may not be used to enforce the Mask Order. For example, a law enforcement officer may not arrest a person for violating the Mask Order.<sup>8</sup> Nor may an officer conduct an investigative stop to enforce the Mask Order.<sup>9</sup> And no statute authorizes a law enforcement officer to issue a citation or to take any similar action for violation of the Mask Order.

In a broad sense, the House Bill 2016 amendments fundamentally shifted from the state's more than 8,000 law enforcement officers to the 105 county and district attorneys the discretion to *determine in the first instance* whether to commence enforcement of the Mask Order. In that sense, the Mask Order now is to be civilly enforced in a manner much more similar to civil abatement of a common nuisance<sup>10</sup> or to the Kansas Consumer Protection Act<sup>11</sup> and not as crimes. In general, citizens who violate the Mask Order may be subject to civil penalty or injunction related to their behavior only *after* a judge has entered an order to that effect in an enforcement lawsuit filed by the county or district attorney. The county or district attorney, not a law enforcement officer on the street, is the first authority to determine whether any enforcement action should be commenced in any individual circumstance. Enforcement policies, procedures and priorities lie with the county or district attorney, not with law enforcement agencies.<sup>12</sup> Therefore, law enforcement agencies are strongly encouraged to determine what assistance the county or district attorney may request from them in preparing and bringing any civil enforcement actions. Because authority to “enforce[]”<sup>13</sup> violations of the Mask Order now rests with the county or district attorney, each county or district attorney is advised to determine the manner in which he or she intends to receive complaints of violations of the Mask Order; how enforcement discretion will be exercised;<sup>14</sup> the propriety of bringing

---

the attorney general to defer enforcement decisions to the local county or district attorney absent any extraordinary circumstance.

<sup>7</sup> Violating the Mask Order is not a crime. Of course, being maskless may be a relevant *fact* that tends to establish an element of *other* crimes that prohibit conduct beyond merely not wearing a mask. For example, if a private business requires people who enter its premises to wear a mask and a maskless person refuses to leave after being properly asked, the refusal to leave may constitute criminal trespass. *See* K.S.A. 21-5808(a)(1)(A). There are other conceivable circumstances in which being maskless may be a relevant *fact* in proving a criminal threat, *see* K.S.A. 21-5415(a)(2), endangering the food supply, *see* K.S.A. 21-6317, or some other crime. Similarly, violation of lawful orders issued under authority of other statutes, such as orders of a local health officer, still may be crimes under provisions of those statutes.

<sup>8</sup> *See* K.S.A. 22-2202(d) (defining “arrest” as related to “the commission of a crime”); *see also* K.S.A. 22-2401 (authorizing arrest only in relation to crimes).

<sup>9</sup> *See* K.S.A. 22-2402 (authorizing investigative stop only in relation a crime).

<sup>10</sup> *See* K.S.A. 22-3902.

<sup>11</sup> *See* K.S.A. 50-623 *et seq.*

<sup>12</sup> County and district attorneys are not required to wait for a violation to occur but may seek court-ordered injunctive relief “against a person who has violated, is violating or is otherwise likely to violate” the Mask Order. *See* K.S.A. 48-939(c) as amended by Section 36 of House Bill 2016.

<sup>13</sup> K.S.A. 48-939(b) as amended by Section 36 of House Bill 2016.

<sup>14</sup> It is possible that a county or district attorney will exercise discretion to adopt different approaches to different types of violations. For example, a restaurant that refuses to require its food-

an enforcement action in any individual case;<sup>15</sup> the manner in which investigation of potential violations should be conducted; and similar types of enforcement issues.

Because of this changed enforcement structure, individual law enforcement agencies and officers (as appropriate in each jurisdiction) are strongly encouraged to consult with their local county or district attorney to determine how he or she intends to exercise the new civil enforcement authority granted by Section 36 of House Bill 2016. Although enforcement of the Mask Order is now the responsibility of the county or district attorney, law enforcement agencies should consider adopting procedures or otherwise giving guidance to their officers who encounter violations of the Mask Order to help ensure a consistent approach for citizens throughout each county. While enforcement may be initiated only by the county or district attorney, law enforcement officers continue to have the same abilities as any citizen to report potential violations to the county or district attorney, and officers also remain free to courteously and professionally encourage citizens to comply with the Mask Order (without effecting a stop for that purpose). Thus, officers should be given guidance from law enforcement agency leadership, in consultation with the county or district attorney, on these sorts of matters.

---

service workers to wear masks while serving food to the public in violation of the Mask Order may be a priority for enforcement while a private citizen walking through an office hallway in a business not open to members of the public may not.

<sup>15</sup> For a more thorough discussion of the county or district attorney's duty to assess the lawfulness of an emergency order before undertaking enforcement, see Attorney General Opinion 2020-6. Be mindful, however, that the assessment in that Opinion arose in the context of potential criminal prosecution, and the bar for a lawfulness assessment may be somewhat lower in the civil enforcement actions now authorized by House Bill 2016. In addition, a county or district attorney should consider potential constitutional or other legal concerns that may arise from applying the Mask Order in particular situations; for example, for the government to threaten a civil penalty of up to \$2,500 or otherwise to compel a person to purchase and wear a mask as a precondition for entering a polling place to cast a vote may present concerns about unlawful voter suppression.

## Mitchell County Kansas Press Release, 07-06-20

### MC Board of Health Will Not Override Executive Order No. 20-52 Requiring Masks

Chris Treaster, County Clerk, Mitchell County KS

Dear Mitchell County Residents,

At the weekly Mitchell County Commissioner meeting this morning it was decided the Mitchell County Board of Health will not place a resolution overriding Executive Order No. 20-52 requiring masks or other face coverings in public implemented by Governor Kelly on July 3rd, 2020. With that being said, due to enforcement limitations and a strong emphasis on the importance of personal accountability, it was furthermore decided Mitchell County will also not enforce the Executive Order.

The decisions made by the Mitchell County Board of Health does not come lightly, with understanding that further restrictions may be essential in the future based upon current events at that time. Additionally, the Board of Health does strongly recommend the use of masks while in public settings to assist with preventing the spread of COVID-19. Masks remain to only be one piece of the puzzle, continuing with the recommendations of social distancing, hand hygiene, disinfecting highly used surfaces often, limiting non-essential travel, and so on are also critical to limit exposure and decrease risk for infection.

The Mitchell County Commissioners / Board of Health does support businesses in our county that have chosen to make masks mandatory while in their facility. Many local businesses are strongly recommended or required to follow organizational guidance set forth and have worked meticulously to protect themselves and community members throughout the pandemic. As stated in previous press releases from the Mitchell County Health Department, please continue to proceed with patience and understanding in months to come.

Lastly, a significant rise in travel, events, and gatherings throughout Kansas have contributed to a noticeable increase in positive COVID-19 cases and close contacts in our state. Now, more than ever, it is important to remain steadfast in efforts to decrease the spread of infection. We would like to thank our community members for the tremendous efforts demonstrated in recent months and urge everyone to continue with the same diligence moving forward.

On behalf of the Mitchell County Commissioners,

  
\_\_\_\_\_



Mitchell County Clerk

---

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE REQUIRING THE WEARING OF MASKS OR OTHER FACE COVERINGS IN PUBLIC SPACES IN THE CITY OF BELOIT, KANSAS.**

**WHEREAS**, securing the health, safety, and economic well-being of residents of the City of Beloit is the priority of the City Council; and

**WHEREAS**, the United States Department of Health and Human Services declared a public health emergency for COVID-19 beginning January 27, 2020, with now more than 3,000,000 cases of the illness and more than 130,000 deaths as a result of the illness across the United States; and

**WHEREAS**, the World Health Organization declared a pandemic on March 11, 2020; and

**WHEREAS**, a State of Disaster Emergency was proclaimed for the State of Kansas on March 12, 2020; and

**WHEREAS**, on March 13, 2020, the President of the United States declared the ongoing COVID-19 pandemic of sufficient severity and magnitude to warrant an emergency declaration for all states, tribes, territories, and the District of Columbia pursuant to Section 501 (b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121-5207 (the "Stafford Act"); and

**WHEREAS**, on March 13, 2020, the President of the United States pursuant to Sections 201 and 301 of the National Emergencies Act, 50 U.S.C. § 1601, et seq. and consistent with Section 1135 of the Social Security Act, as amended (42 U.S.C. § 1320b-5), declared a national emergency that the COVID-19 outbreak in the United States constitutes a national emergency beginning March 1, 2020; and

**WHEREAS**, as of this date, in Kansas there have been over 17,000 reported positive cases of COVID-19 spread across the state, including 282 deaths; and

**WHEREAS**, in Mitchell County and surrounding counties, there is a recent increase in cases as is reported; and

**WHEREAS**, this increase of COVID-19 spread is a danger to the health and safety of residents of Beloit and also presents a serious threat to reopening and reviving the Beloit economy; and

**WHEREAS**, wearing a mask in public is an easy way to protect each other and help keep our businesses open and our economy running; and

**WHEREAS**, the City of Beloit must remain flexible to account for the evolving nature and scope of the unprecedented public health emergency posed by COVID-19, while also simultaneously safely, strategically, and incrementally reopening business and facilitating economic recovery and revitalization; and

**WHEREAS**, for the aforementioned and other reasons, and in recognition and furtherance of our responsibility to provide for and ensure the health, safety, security, and welfare of the people of the City of Beloit, requiring that masks or other face coverings be worn in public spaces is necessary to promote and secure the safety and protection of the civilian population, **SO NOW, THEREFORE**

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

**Section 1. Definitions.** The following terms shall have the following meanings:

- a. "Mask or other face covering" means a covering of the nose and mouth that is secured to the head with ties, straps, or loops over the ears or is simply wrapped around the lower face. A mask or other face covering can be made of a variety of synthetic and natural fabrics, including cotton, silk, or linen. Ideally, a mask or other face covering has two or more layers. A mask or other face covering may be factory-made, sewn by hand, or can be improvised from household items such as scarfs, bandanas, t-shirts, sweatshirts, or towels.
- b. "Public space" means any indoor or outdoor space or area that is open to the public; this does not include private residential property or private offices or workspaces that are not open to customers or public visitors.

**Section 2. Requirements of persons.** All persons in the City of Beloit shall cover their mouths and noses with a mask or other face covering when they are in the following situations:

- a. Inside any indoor public space where distancing of 6 feet at all times is not possible;
- b. In line and waiting to enter an indoor public space;
- c. Obtaining services from the healthcare sector in settings, including but not limited to, a hospital, pharmacy, medical clinic, laboratory, physician or dental office, veterinary clinic, or blood bank, unless directed otherwise by an employee or healthcare provider;
- d. Waiting for or riding on public transportation or while in a taxi, private car service, or ridesharing vehicle; or
- e. While outdoors in public spaces and unable to maintain a 6-foot distance between individuals (not including individuals who reside together) with only infrequent or incidental moments of closer proximity.

**Section 3. Requirements of businesses, organizations, and non-profit associations.** All businesses, organizations and non-profit associations in the City of Beloit must require all employees, customers, visitors, members, or members of the public to wear a mask or other face covering when:

- a. Employees are working in any space visited by customers, members of the public or co-workers, who are present at the time;
- b. Employees are working in any space where food is prepared or packaged for sale or distribution to others;
- c. Customers, members, visitors, or members of the public are in a facility managed by the business or organization; or
- d. Employees are in any room or enclosed area where other people (except for individuals who reside together) are present and are unable to maintain a 6-foot distance except for infrequent or incidental moments of closer proximity.

**Section 4. Exemptions.** The following individuals are exempt from wearing masks or other face coverings in the situations described in Sections 2 and 3:

- a. Persons age five years or under; children age two years and under in particular should not wear a face covering because of the risk of suffocation;
- b. Persons with a medical condition, mental health condition, or disability that prevents wearing a face covering—this includes persons with a medical condition for whom wearing a face covering could obstruct breathing or who are unconscious, incapacitated, or otherwise unable to remove a face covering without assistance;
- c. Persons who are deaf or hard of hearing, or communicating with a person who is deaf or hard of hearing, where the ability to see the mouth is essential for communication;
- d. Persons for whom wearing a face covering would create a risk to the person related to their work, as determined by local, state, or federal regulators or workplace safety guidelines;
- e. Persons who are obtaining a service involving the nose or face for which temporary removal of the face covering is necessary to perform the service;
- f. Persons who are seated at a restaurant or other establishment that offers food or beverage service, while they are eating or drinking, provided they maintain a 6-foot distance between individuals (not including individuals who reside together or are seated together) with only infrequent or incidental moments of closer proximity;
- g. Athletes who are engaged in an organized sports activity that allows athletes to maintain a 6-foot distance from others with only infrequent or incidental moments of closer proximity;
- h. Persons who are engaged in an activity that a professional or recreational association, regulatory entity, medical association, or other public-health-oriented entity has determined cannot be safely conducted while wearing a mask or other face covering;
- i. Persons engaged in an activity or event held or managed by the Kansas Legislature;
- j. Persons engaged in a court-related proceeding held or managed by the Kansas Judiciary; and
- k. Persons engaged in any lawful activity during which wearing a mask or other face covering is prohibited by law.

**Section 5. Enforcement, violations and penalties.**

- a. Any person, business, organization, or non-profit association violating the provisions of this ordinance shall be guilty of misdemeanor, punishable by:
  1. A fine of no less than twenty-five (\$25.00) dollars upon a first violation.
  2. A fine of no less than fifty (\$50.00) dollars upon a second violation.
  3. A fine of no less than one hundred (\$100.00) dollars upon a third or subsequent violation.
- b. Each occurrence of a violation of this ordinance shall be considered a separate and distinct violation.

**Section 6. Effective.** This ordinance shall be in full force and effect from and after its adoption and publication once in the official city newspaper by the following summary:

Ordinance No. \_\_\_\_\_ Summary

On July 15, 2020, the Beloit City Council passed Ordinance No. \_\_\_\_\_. The Ordinance requires the wearing of masks or other face coverings in public spaces; addresses the requirements of persons, businesses, organizations, and non-profit associations; outlines specific exemptions from the requirement of wearing masks or other face coverings; and addresses the penalties for a first, second, and any subsequent violations of the Ordinance. A complete copy of this ordinance is available at [www.beloitks.org](http://www.beloitks.org) or at City Hall, 119 S. Hersey St. This summary certified by Katie J. Schroeder, Beloit City Attorney.

**PASSED AND APPROVED by the Mayor and Governing Body of the City of Beloit, Kansas this 15<sup>th</sup> day of July, 2020.**

\_\_\_\_\_  
Tom Naasz, Mayor

ATTEST:

\_\_\_\_\_  
Amanda J. Lomax, City Clerk

## REQUEST FOR COUNCIL ACTION

**DATE:** 7/15/2020

**TITLE:** Resolution 2020-16 Recommending Wearing Face Masks

**ORIGINATING DEPARTMENT:**

Administration

**TYPE OF ACTION:**

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

**RECOMMENDATION:**

The council can move to approve or not approve Resolution 2020-16.

**BACKGROUND:**

Please see City Attorney Katie Schroeder's write up regarding options for the governing body.

In addition, Mitchell County has not technically "opted out" of Governor Kelly's executive order mandating masks in public spaces. Rather, they have stated they will not actively enforce the executive order, rather they are strongly recommending the wearing of masks at this time. The Mitchell County Commissioners meet this Monday at 8:30 am and this may be a topic of discussion to determine additional steps in regards to Governor Kelly's order. As many actions regarding COVID-19 have been done at a county level, this may be a worthy conversation with commissioners on your/their views or perspectives.

**FINANCIAL IMPACT:**

**OPTIONS:**

**DISCUSSION:**

Respectfully submitted,  
Jason Rabe  
City Manager

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF BELOIT, KANSAS RECOMMENDING THE WEARING OF MASKS OR OTHER FACE COVERINGS IN PUBLIC SPACES.**

**WHEREAS**, promoting the health, safety, and economic well-being of residents of the City of Beloit is the priority of the City Council; and

**WHEREAS**, the United States Department of Health and Human Services declared a public health emergency for COVID-19 beginning January 27, 2020; and

**WHEREAS**, the World Health Organization declared a pandemic on March 11, 2020; and

**WHEREAS**, a State of Disaster Emergency was proclaimed for the State of Kansas on March 12, 2020; and

**WHEREAS**, on March 13, 2020, the President of the United States declared the ongoing COVID-19 pandemic of sufficient severity and magnitude to warrant an emergency declaration for all states, tribes, territories, and the District of Columbia pursuant to Section 501 (b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121-5207 (the "Stafford Act"); and

**WHEREAS**, on March 13, 2020, the President of the United States pursuant to Sections 201 and 301 of the National Emergencies Act, 50 U.S.C. § 1601, et seq. and consistent with Section 1135 of the Social Security Act, as amended (42 U.S.C. § 1320b-5), declared a national emergency that the COVID-19 outbreak in the United States constitutes a national emergency beginning March 1, 2020; and

**WHEREAS**, on July 2, 2020, the Governor of the State of Kansas issued Executive Order 20-52 requiring the wearing of masks or other face coverings in public spaces; and

**WHEREAS**, wearing a mask in public is the easiest and most effective way to protect each other and help keep our businesses open and our economy running; and

**WHEREAS**, for the aforementioned and other reasons, and in recognition and furtherance of our responsibility to promote the health, safety, security, and welfare of the people of the City of Beloit, the Governing Body of the City of Beloit issues the following resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BELOIT:**

**Section 1.** The Governing Body of the City of Beloit recommends the citizens of Beloit follow the Governor's Executive Order 20-52. The Governing Body finds that the Mitchell County Board of Health has stated that the wearing of a mask or face covering in a public setting assists with preventing the spread of COVID-19. In addition to the wearing of a mask or face covering, the Governing Body recommends that the citizens of Beloit continue to follow other recommendations of health officials including social distancing, hand hygiene, disinfecting surfaces, and limiting non-essential travel. Most importantly, the

Governing Body asks that all citizens of Beloit continue to be courteous and respectful to their fellow citizens during these challenging times.

**ADOPTED** this 15<sup>th</sup> day of July, 2020 and **SIGNED** by the Mayor.

---

Tom Naasz, Mayor

Attested:

---

Amanda Lomax, City Clerk

## REQUEST FOR COUNCIL ACTION

**DATE:** 7/15/2020

**TITLE:** BCBS Health Insurance Renewal

**ORIGINATING DEPARTMENT:**

Administration

**TYPE OF ACTION:**

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

**RECOMMENDATION:**

I recommend that the Council approve the bid for fully funded health and dental insurance in an approximate amount of \$962,424 from Blue Cross/Blue Shield. I also recommend that the Council maintain the starting employer rate at 82.50% and employee contribution rate at 17.5% for the Comprehensive Major Medical, and employer rate of 95.5% and employee contribution rate at 4.5% for the High Deductible insurance plan.

**BACKGROUND:**

For the last several years the city has been able to offer two different insurance options for employees to participate in for health insurance. In addition, this year will be the first year at going to a fully funded plan with the goal of lowering cost increases.

**FINANCIAL IMPACT:**

- The direct cost of this item is approximately \$962,424. This cost will vary depending on the actual number of contracts (employee participants) and the designation (family, single) of each contract. Employee participation will be about \$114,000.
- Funding for this type of item was included in the 2020 fiscal year and will be factored into the 2021 fiscal year.
- Revenue from this type of item was included in the budget line item 21-00-3682 (Employee Benefit Fund-Employee Contribution).

**OPTIONS:**

**DISCUSSION:**

Respectfully submitted,  
Jason Rabe  
City Manager

## REQUEST FOR COUNCIL ACTION

**DATE:** 7/15/2020

**TITLE:** HVAC Bid for Decommissioned Boiler Building

**ORIGINATING DEPARTMENT:**

Parks & Recreation



**TYPE OF ACTION:**

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

**RECOMMENDATION:**

I recommend that the Council approve HVAC bid from Watts and Son in the amount of \$14,960.00.

**BACKGROUND:**

The North Campus has been transitioning from a boiler system, this is a piece of that transition as we move to convert the old boiler facility's shop and office space. We received a second bid from Willow Springs.

**FINANCIAL IMPACT:**

Funding for this item is budgeted in the Special Parks line item 23-00-7490 other equipment-buildings. Remaining balance in this line item is \$62,927.23 as of 7/10/2020.

**OPTIONS:**

**DISCUSSION:**

Respectfully submitted,  
Jason Rabe  
City Manager

Lynn Miller  
Director of Parks and Recreation  
119 North Hersey Avenue  
P O Box 567  
Beloit, Kansas 67420



Tel No (785) 738-2270  
Fax No (785) 738-2517  
Email: millerparks@nckcn.com

July 2, 2020

Jason,

Parks and Recreation Department received the following two quotes for the HAVC system for the office move due to the boiler being taken out of service and the parks office and shop that will not have any heat.

The Parks and Recreation Department will be preparing the building for this project by removing the required sections of concrete walls and ceiling for the duct work penetration and the removal of the old boiler equipment. This was specified when Morgan met with each entity.

Watts and Son	\$14,960.00
Willow Springs	\$21,193.00

We are recommending the project be awarded to Watts and Son. Funding for this project will need to be discussed.

Thanks for your consideration,

Lynn Miller



PLUMBING, HEATING, & AIR CONDITIONING  
721 N MILL  
BELOIT, KS 67420

PHONE: 785-738-5529

FAX: 785-738-5374

E-MAIL: wsphac@nckcn.com

May 13, 2020

CITY OF BELOIT  
MUNICIPAL BUILDING  
PO BOX 567  
BELOIT, KS 67420

**NORTH CAMPUS PARKS AND RECREATION OFFICE**

Install new HVAC system in old boiler room office and install new infrared tube heater in old boiler room for new Parks and Recreation office.

Bid includes Tempstar 40,000 BTU 96% high efficiency furnace, Tempstar 2-ton 16 Seer R-410A air conditioner, 2-ton cased evaporator coil, and Soloronics 80,000 BTU radiant tube heater.

Includes all insulated ductwork and registers, return ductwork and grills, lineset, pvc flue piping, gas piping, condensate drain, and digital programmable thermostat and wiring.

Bid does not include ceiling removal or replacement, concrete cutting or removal of concrete walls for duct penetrations, or removal of old equipment in boiler room.

**BASE BID LABOR AND MATERIALS.....\$14,960.00**  
**(8.5% Sales tax if applicable)**

Tim Watts

Watts & Son Plumbing, Heating, & Air Conditioning

## REQUEST FOR COUNCIL ACTION

**DATE:** 7/15/2020

**TITLE:** Safe Routes to School 2C

**ORIGINATING DEPARTMENT:**

Administration

**TYPE OF ACTION:**

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

**RECOMMENDATION:**

I recommend that Council approve the attached Project Agreement with KDOT for Safe Routes to School 2C.

**BACKGROUND:**

Council approved Resolution 2018-13 to submit an application to KDOT for the Safe Routes to School 2C Project. The maximum federal fund match is \$400,000.00 and the local match of 20% estimating at \$163,900.00.

**FINANCIAL IMPACT:**

This match is being funded out of CIP and was on our 2020-2030 CIP document.

**OPTIONS:**

**DISCUSSION:**

Respectfully submitted,  
Jason Rabe  
City Manager

PROJECT NO. 62 U-2330-03  
TA-U233(003)  
CONSTRUCTION OF OFF-STREET SCHOOL ROUTE  
CITY OF BELOIT, KANSAS

## A G R E E M E N T

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Beloit, Kansas** (“City”), collectively, the “Parties.”

### RECITALS:

- A. The City has requested and Secretary has authorized a transportation alternatives project utilizing federal funds, as further described in this Agreement.
- B. The Secretary and the City desire to construct the Project.
- C. Cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of projects, provided however, in order to be eligible for such federal aid, such work is required to be done in accordance with the laws of Kansas.

**NOW THEREFORE**, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

### ARTICLE I

**DEFINITIONS:** The following terms as used in this Agreement have the designated meanings:

1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **“City”** means the City of Beloit, Kansas, with its place of business at 119 N. Hersey Avenue, Beloit, KS 67420.
3. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
4. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
5. **“Construction Engineering”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
6. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.

7. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
8. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
11. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
12. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 65-3430 *et seq.*, Hazardous Waste.
13. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
14. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
15. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.
16. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, road, and other infrastructure construction projects, as reasonably determined by the Secretary.
17. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the City.

18. **“Preliminary Engineering”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
19. **“Project”** means all phases and aspects of the Construction endeavor to be undertaken by the City, as and when authorized by the Secretary prior to Letting, being: **constructing pedestrian/ADA enhancements and crossing improvements on 8<sup>th</sup> Street from Independence Street to Campbell Street and Independence Street from 7<sup>th</sup> Street to 8<sup>th</sup> Street in Beloit, Kansas**, as described in the City’s SRTS Project Application, incorporated into this Agreement by this reference, and is the subject of this Agreement.
20. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
21. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
22. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
23. **“Secretary”** means the Secretary of Transportation of the state of Kansas, and his or her successors and assigns.
24. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

## ARTICLE II

### SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the City acquire Right of Way in accordance with the laws and with procedures established by KDOT’s Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives to obtain participation of federal funds in the cost of the Project.
2. **Letting and Administration by KDOT.** The Secretary shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the City. The Secretary further agrees, as agent for the City, to administer the Construction of the Project in accordance with the final Design Plans, as required by FHWA, to negotiate with and report to the FHWA and administer the payments due the Contractor or the Consultant, including the portion of the cost borne by the City.

3. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

4. **Payment of Costs.** The Secretary agrees to be responsible for eighty percent (80%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, but not to exceed \$400,000.00 for the Project. The Secretary shall not be responsible for the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed \$500,000.00 for the Project. The Secretary shall not be responsible for the total actual costs of Preliminary Engineering, Right of Way, and Utility adjustments for the Project.

5. **Final Billing.** After receipt of FHWA acknowledgement of final voucher claim, the Secretary's Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all Project costs for which the City is responsible and shall then transmit the complete and final billing to the City.

### ARTICLE III

#### CITY RESPONSIBILITIES:

1. **Secretary Authorization.** The Project shall be undertaken, prosecuted and completed for and on behalf of the City by the Secretary acting in all things as its agent, and the City hereby constitutes and appoints the Secretary as its agent, and all things hereinafter done by the Secretary in connection with the Project are hereby by the City authorized, adopted, ratified and confirmed to the same extent and with the same effect as though done directly by the City acting in its own individual corporate capacity instead of by its agent. The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.

2. **Legal Authority.** The City agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

3. **Conformity with State and Federal Requirements.** The City shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Transportation Safety and Technology's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State

Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions, and with the rules and regulations of the FHWA pertaining to the Project.

4. **Design and Specifications.** The City shall be responsible to make or contract to have made Design Plans for the Project.

5. **Submission of Design Plans to Secretary.** Upon their completion, the City shall have the Design Plans submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Design Plans with the items in Article III, paragraph 3 above. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies.

6. **Consultant Contract Language.** The City shall include language requiring conformity with Article III, paragraph 3 above, in all contracts between the City and any Consultant with whom the City has contracted to perform services for the Project. In addition, any contract between the City and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article III, paragraph 3 above. In addition, any contract between the City and any Consultant with whom the City has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

- (a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.
- (b) **Progress Reports.** Language requiring the Consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
- (c) **Third Party Beneficiary.** Language making the Secretary a third party beneficiary in the agreement between the City and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the City and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

7. **Responsibility for Adequacy of Design.** The City shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the City's and its Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the City, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the City.

8. **Authorization of Signatory.** The City shall authorize a duly appointed representative to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

9. **Right of Way.** The City agrees to the following with regard to Right of Way:

(a) **Right of Way Acquisition.** The City will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The City agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The City shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The City further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements and temporary easements.

(b) **Right of Way Documentation.** The City will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The City further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives for the participation of federal funds in the cost of the Project. The City agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

(c) **Relocation Assistance.** The City will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the Secretary will provide relocation assistance for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1 *et seq.*

(d) Non-Highway Use of Right of Way. Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. If federal funds are used in the acquisition of Right of Way, any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.

(e) Trails and Sidewalks on KDOT Right of Way. With regard to any bike or pedestrian paths or sidewalks (“Trail/Sidewalk”) constructed pursuant to the Design Plans, the City agrees as follows:

- (i) City Responsible for Repairs and Providing Alternative Accessible Routes. The City agrees that the primary purpose of KDOT Right of Way is for the construction and maintenance of K-14. If the construction or maintenance of K-14 reasonably requires the Trail/Sidewalk on KDOT Right of Way to be damaged or removed, the City shall be responsible for all repairs to the Trail/Sidewalk made necessary as a result of K-14 construction or maintenance. In the event the Trail/Sidewalk on KDOT Right of Way is temporarily closed or removed for any reason and for any length of time, the City will be wholly responsible for providing an alternative accessible path and for compliance with all laws and regulations relating to accessibility.
- (ii) Interference with KDOT Right of Way. If the Secretary, in the Secretary’s sole judgment, determines that continued use of the Trail/Sidewalk is or will interfere with KDOT use of its Right of Way or is otherwise rendered impractical, inconvenient, or unsafe for use by the traveling public, the City will remove the Trail/Sidewalk and restore the KDOT Right of Way location to its original condition prior to the Construction of the Trail/Sidewalk.
- (iii) Incorporation of Trail/Sidewalk into Local Transportation System. The City agrees to take all steps necessary to designate the Trail/Sidewalk component of the Project as an integral part of its local transportation system, being primarily for transportation purposes and having only incidental recreational use for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135.
- (iv) Maintenance. When the Project is completed and final acceptance is issued, the City, at its own cost and expense, will maintain, including snow removal if required by law, the Trail/Sidewalk on KDOT Right of Way and make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within a reasonable period and will prosecute the work continuously until it is satisfactorily completed. Any notification by the State Transportation Engineer, however, is not intended to and shall not be construed to be an undertaking of the City’s absolute duty and obligation to maintain the Trail/Sidewalk.

(f) Use of City Right of Way. The Secretary shall have the right to utilize any land owned or controlled by the City, lying inside or outside the limits of the City as shown on the final Design Plans, for the purpose of constructing the Project.

10. **Removal of Encroachments.** The City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the City and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

11. **Future Encroachments.** Except as provided by state and federal laws, the City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

12. **Utilities.** The City agrees to the following with regard to Utilities:

(a) Utility Relocation. The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(b) Status of Utilities. The City shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) Time of Relocation. The City will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The City shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the City as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The City shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the City's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The City will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) Permitting of Private Utilities. The City shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall

include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) Indemnification. To the extent permitted by law, the City will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the City except as provided by state and federal laws.

13. **Hazardous Waste**. The City agrees to the following with regard to Hazardous Waste:

(a) Removal of Hazardous Waste. The City shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The City shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The City will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The City shall be responsible for all damages, fines or penalties, expenses, fees, claims and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The City shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the City in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement the City has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The City reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

14. **Inspections**. The City is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the current KDOT approved construction engineering program and in accordance with the current edition of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions. The detailed inspection is to be performed by the City or the Consultant. The Secretary does not undertake for the benefit of the City, the Contractor, the Consultant or any third party the duty to

perform the day-to-day detailed inspection of the Project, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans. The City will require at a minimum all performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. The agreement for inspection services must contain this requirement as a minimum. The City may require additional clothing requirements for adequate visibility of personnel.

15. **Traffic Control.** The City agrees to the following with regard to traffic control for the Project:

(a) **Temporary Traffic Control.** The City shall provide a temporary traffic control plan within the Design Plans, which includes the City's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same. The Secretary or the Secretary's authorized representative may act as the City's agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary or the Secretary's authorized representative shall notify the City of the determinations made pursuant to this section.

(b) **Permanent Traffic Control.** The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, must conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference and shall be subject to FHWA approval.

(c) **Parking Control.** The City will control parking of vehicles on the city streets throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

(d) **Traffic Movements.** The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The City shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

16. **Access Control.** The City will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

17. **Maintenance.** When the Project is completed and final acceptance is issued the City will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

18. **Financial Obligation.** The City will be responsible for twenty percent (20%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, up to \$500,000.00 for the Project. In addition, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed \$500,000.00 for the Project. Further, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Preliminary Engineering, Right of Way, and Utility adjustments for the Project. The City shall also pay for any Non-Participating Costs incurred for the Project along with the associated Non-Participating Construction Engineering costs.

19. **Remittance of Estimated Share.** The City shall deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities. The City will remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of City Funds received by the City from the Secretary. The date indicated for the City to deposit its estimated share of the total Project expenses is fifty (50) days after the Letting date.

20. **Payment of Final Billing.** If any payment is due to the Secretary, such payment shall be made within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

21. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

22. **Cancellation by City.** If the City cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

#### ARTICLE IV

##### SPECIAL SRTS PROGRAM REQUIREMENTS:

1. **5E Program Administration and Reporting.** The City will, at its own cost and expense, implement the 5E Program as specified in the City's SRTS Project Application. The City agrees that the implementation of the 5E Program is integral to ensuring safe routes to schools. The City will prepare and deliver to the Secretary annual reports in the form provided by the Secretary, regarding the City's participation in the 5E Program for a two (2) year period following execution of this Agreement. Further, the City will prepare and deliver the required SRTS Evaluation documentation in a form acceptable to the Secretary and in accordance with all form instructions for 5E Program surveys, available through the National Center for Safe Routes to School (currently <http://www.saferoutesinfo.org>).

2. **No 4(f) Status.** It is the Parties' intention that neither this Agreement nor the Project create or expand the status of any land involved in this Project as a "significant publicly owned public park, recreation area, or wildlife and waterfowl refuge, or any significant historic site," for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135 ("4(f) status"), except as otherwise modified by this Agreement.

(a) **Safe Routes to School.** Unless otherwise stated below in this section, the Parties agree the major purposes or functions of land involved in the Project are to preserve or enhance the scenic, historic, environmental or archeological aspects, or the usefulness for intermodal users (including bicyclists, pedestrians, and other non-motorized transportation users) of existing or new transportation facilities. It is further agreed any park, recreation or refuge purposes or functions are secondary or incidental for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135. Exceptions: NONE.

(b) **4(f) Determinations.** The Parties agree for purposes of any future determinations of 4(f) status issues as required by 49 U.S.C. § 303 or applicable regulations the Secretary is hereby designated as the public official having jurisdiction of such determinations. However, it is not the intent of this section to affect the determination of whether a historic or archaeological site is on or eligible for inclusion on the National Register of Historic Places.

3. **Change in Use.** After the Project is completed, any change in the public use of the real property for the Project will require written approval from the Secretary with FHWA concurrence.

## ARTICLE V

### GENERAL PROVISIONS:

1. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

2. **Civil Rights Act.** The "Special Attachment No. 1, Rev. 09.20.17" pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

3. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

4. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

5. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

6. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

7. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

THE CITY OF BELOIT KANSAS

\_\_\_\_\_  
CITY CLERK (Date)

\_\_\_\_\_  
MAYOR

(SEAL)

Kansas Department of Transportation  
Secretary of Transportation

By: \_\_\_\_\_  
Burt Morey, P.E. (Date)  
Deputy Secretary and  
State Transportation Engineer

### CONTRACTUAL PROVISIONS ATTACHMENT

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

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

## KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

### PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (“LEP”).

### CLARIFICATION

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

### ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (“FTA”) or the Federal Aviation Administration (“FAA”) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

## REQUEST FOR COUNCIL ACTION

**DATE:** 7/15/2020

**TITLE:** Prairie Winnies Chautauqua Park Closure Request

**ORIGINATING DEPARTMENT:**

Administration

**TYPE OF ACTION:**

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

**RECOMMENDATION:**

I recommend that Council approve the requested Chautauqua Park closure for Prairie Winnies on August 20th-24th, 2020.

**BACKGROUND:**

**FINANCIAL IMPACT:**

There is no direct cost associated with this agenda item.

**OPTIONS:**

**DISCUSSION:**

Respectfully submitted,  
Jason Rabe  
City Manager

## DRAFT

### **PRAIRIE WINNIES (Name will change we have combined with the MIDWAY chapter )**

August 21-24, 2020

**Location:** Chautauqua Park Beloit, Kansas 67420 -

Hosts recommend arriving early Thursday so we can get settled in and acquainted with the area.

Enjoy the evening in beautiful downtown Beloit and later visit in the stately old park.

#### **Hosts:**

Dan & Vera Streit 785-738-2419 (h) 785-738-8750 (Dan) or 785-738-8340 (Vera)  
[dvstreit@nckcn.com](mailto:dvstreit@nckcn.com)

Mike & Dianne Budke

#### **Agenda**

**THURSDAY** August 21: Arrive & set-up.

4:30 p.m. Orientation to Plans

5:30 p.m. Supper at Plum Creek Restaurant, Beloit

**FRIDAY** Oct 22: Breakfast (Today we recommend Kettle)

9:00 a.m. **Tour Mitchell County Courthouse**

Take some time to walk or drive around Beloit. Notice the various post rock structures (in addition to the Courthouse St. John's Catholic Church, The Medical Foundation)

Note various WPA projects including the Trojan Stadium, The Municipal Building, brick streets Figure out why Beloit is called Tree City USA..

10-12a.m. **Lunch and a brief presentation/tour at North Central Kansas Technical College in Beloit,kr 12-18 (Probably will be just coffee and informational meeting—will contact the new secretary)**

2:00 p.m.-5 p.m. Shop Beloit, Some gift items and house décor may be found at Schnell & Pestingers. S&S Drug has a small but well planned gift section in their west side store. Fiven Grace has many clever and unique items. Both Thrifts shops are open the Attic across from S & S is small and rather selective The Economy shop (upstairs in the Municipal building ) is open 1:00 p.m. til 4:30 pm They offer a wide variety of items. Benefits are directed to Mitchell County Hospital Health Systems

6 p.m. Carpool to supper at Trapper Joe's in Simpson Kansas  
Informal visiting will follow. Meet by the rigs or the stone shelter house.

SATURDAY August 23

Breakfast ( (Today we recommend Banner)

9:30 a.m. Business Meeting at the Shelter House

Time to be determined Kyle Petersen curator Mitchell County Museum  
(will re confirm with Kyle. I would like to open this part to anyone in the  
community since I know it will be a great presentation)

4:30 Happy Hour

6:00 Meat provided, bring a side dish to share

Throughout the evening various games will be available such as Mexican Train (bring  
yours to share) Option sing around the campfire with EMMA, Neal and others.

SUNDAY August

7:00 a.m.- 8: 30 a.m. Breakfast served by the Hosts

8:30-9:00 Worship service

Depart Chautauqua (don't forget to leave the appropriate donation) Travel safely to  
your next destination

This is still rough. We will get a packet together with a map of points of  
interest and brochures about the city and the country.  
Thanks. The Streits

## COUNCIL MEMO

**DATE:** 7/15/2020

**SUBJECT:** City of Beloit FY 2021 Budget Draft

**ORIGINATING DEPARTMENT:** Administration

**DISCUSSION:**

Staff is preparing the FY 2021 Budget for an initial presentation at our council meeting on July 15th. We will go through an in depth review at the meeting so that we can get to final passage at the August 19th meeting.

Respectfully submitted,  
Jason Rabe  
City Manager