

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
August 3, 2010	KMGA BOARD APPOINTMENTS
ORIGINATING DEPARTMENT:	TYPE OF ACTION:
Administration	<input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the Council appoint Lloyd Littrell as Director and Glenn Rodden as Alternate Director to a two year term beginning September 1, 2010 to represent the City in the conduct and management of the affairs of the Kansas Municipal Gas Agency.

FISCAL NOTE:

- Aside from occasionally attending an occasional KMGA meeting, there is no direct cost associated with approval of this item.
- No specific funding was included in the 2010 budget, although there is funding in each departmental budget for travel and training.

DISCUSSION:

Article V of Kansas Municipal Gas Agency's (KMGA) Bylaws states that the Board of Directors shall consist of one Director for each Member City. Additionally, each member city may designate an Alternate Director. To allow for continuity on the board, only one-half of the board members are recertified each year. This year, the Director from Beloit, Lloyd Littrell, is among the group to be recertified. Additionally, my term as Alternate Director expires at the end of August. I recommend that you recertify me so that Lloyd and I have similar terms. Therefore, I recommend that the Council appoint Lloyd Littrell as Director and Glenn Rodden as Alternate Director to a two year term beginning September 1, 2010 to represent the City in the conduct and management of the affairs of the Kansas Municipal Gas Agency.

Respectfully submitted,

Glenn Rodden
City Administrator



KANSAS KANSAS
MUNICIPAL MUNICIPAL
ENERGY GAS
AGENCY AGENCY

6300 West 95th Street
Overland Park, Kansas 66212-1431
(913) 677-2884
(913) 677-0804 FAX

MEMORANDUM

Date: July 6, 2010

To: Lloyd Littrell
City of Beloit

From: Joni Shadonix
Energy Controller

Re: Appointments to the KMGA Board of Directors

In accordance with Article V of KMGA's Bylaws (see attached), the Board of Directors shall consist of one Director for each Member City. Each year one-half of the Board members must be recertified; this staggered term arrangement allows for continuity on the Board.

This year, the Director from your City is among the group to be recertified. In addition, although not required, we encourage your City to appoint an Alternate Director that would be able to attend Board meetings in the event your primary Director is unable to do so. Your Alternate Director can either be appointed on a permanent basis, or for a specific term. Please complete the enclosed Certificate(s) and return to me by **Friday, September 3, 2010**. (Note: We do not need a new alternate certificate if you have appointed your alternate to serve on a permanent basis.)

Your current Director(s) are:

Primary Director	Term Exp. Date	Alternate Director	Term Exp. Date
Lloyd Littrell	08/31/10		

Should you have any questions concerning your City's appointment(s) to the Board of Directors, please call me at (913) 660-0238. For your convenience, enclosed is a self-addressed envelope. Thank you for your prompt attention to this matter.

Enclosures

CERTIFICATE

KANSAS MUNICIPAL GAS AGENCY

BOARD OF DIRECTORS

This Certificate duly documents the appointment of a Director to serve on the Board of Directors of the Kansas Municipal Gas Agency (KMGA) as provided for in Article V, Section 5.1 of KMGA's Bylaws.

I, the undersigned City Clerk of the City of _____, Kansas, a member of KMGA, do hereby certify that at a meeting of the City Governing Body duly held on the _____ day of _____, 20____;

Name: _____

Title (if applicable): _____

was appointed to serve on the KMGA Board of Directors for a two (2) year term beginning September 1, 2010.

I further certify that the foregoing appointment is reflected in the official Minutes of the Governing Body of the City for the meeting on the date indicated above.

This certificate is given this _____ day of _____, 20____.

City Clerk

_____, Kansas

CERTIFICATE - ALTERNATE MEMBER

KANSAS MUNICIPAL GAS AGENCY

BOARD OF DIRECTORS

This Certificate duly documents the appointment of an **Alternate Member** to serve on the Board of Directors of the Kansas Municipal **Gas** Agency (KMGA) as provided for in Article V, Section 5.7 of **KMGA's** Bylaws.

I, the undersigned City Clerk of the City of _____, Kansas, a member of **KMGA**, do hereby certify that at a meeting of the City Governing Body duly held on the ____ day of _____, 20__;

Name: _____

Title (if applicable): _____

was appointed to serve as an Alternate Member of the **KMGA** Board of Directors for a term beginning _____ and ending _____. *(If appointed on a permanent basis, type "PERMANENT" in the ending blank above.)*

The above appointed Alternate Director

is	is not
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 entitled to vote on behalf of the City.
(Circle one)

I further certify that the foregoing appointment is reflected in the official Minutes of the Governing Body of the City for the meeting on the date indicated above.

This certificate is given this ____ day of _____, 20__.

City Clerk

_____, Kansas

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:		
August 3, 2010	TRANSFORMER BID		
ORIGINATING DEPARTMENT:	TYPE OF ACTION:	<input type="checkbox"/> ORDINANCE	<input type="checkbox"/> RESOLUTION
Systems		<input checked="" type="checkbox"/> FORMAL ACTION	<input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the Council approve the bid for transformers from Graybar Electric in the amount of \$3,703.89

FISCAL NOTE:

- The approximate cost of this item is \$3,703.89
- Funding for this type of item is available in line item 53-43-6070.

BIDS RECEIVED:

<u>COMPANY</u>	<u>PRICE</u>
Graybar Electric	\$3,703.89
Kriz-Davis	\$3,738.00
WESCO	\$3,930.00

DISCUSSION:

The distribution department went through a competitive bidding process to purchase new transformers. The best qualified bid came from Graybar Electric and it is my recommendation that we accept that bid.

Respectfully submitted,

Glenn Rodden
City Administrator

502 East 12th Street
Beloit, Kansas 67420



Tel No (785) 738-3781
Fax No (785) 738-2290

TO: Glenn Rodden
City Administrator

FROM: Jerry Blass
Director of System Operations

RE: Transformer Bid

DATE: July 28, 2010

Glenn,

This bid is for three transformers that will be used on the new CO-OP flat storage units on Hwy 24.

The bids are listed below:

Graybar Electric -----	\$3,703.89
Kriz-Davis -----	\$3,738.00
WESCO -----	\$3,930.00

I recommend the Graybar bid of \$3,703.89.

Thanks Jerry

General specifications for Pole Mounted Transformer

1. Transformers will be New or like New.
2. They shall have external tap changers.
3. 7200 volt primary.
4. 277 / 480 secondary
5. They shall be the two bushing type.
6. Short barrel type.

7200 Volt primary __ Pole mount __ Single phase __ 277 / 480 Volt
secondary

Number of units to be bid	Kva of units to be bid	Price of unit
Three (3)	50 KVA	\$ <u>1,234.⁶³</u> ea.

PROPOSAL SHEET

FOR BID L - 1005

I propose to supply the City of Beloit, Kansas with the item(s) or material(s) listed in this bid
for a total purchase price of \$ 3,703.⁸⁹ this is FOB,
Beloit, Kansas.

I understand that this bid is to be guaranteed for no less than thirty (30) days from the date of
bid opening.

BIDDER (NAME OF FIRM) Graybar Electric Co

TELEPHONE 800-666-5135 **DATE** 07/27/2010

* Please see notes from Cooper Power *

General specifications for Pole Mounted Transformer

1. Transformers will be New or like New.
2. They shall have external tap changers.
3. 7200 volt primary.
4. 277 / 480 secondary
5. They shall be the two bushing type.
6. Short barrel type.

7200 Volt primary __ Pole mount __ Single phase __ 277 / 480 Volt
secondary

Number of units to be bid	Kva of units to be bid	Price of unit
Three (3)	50 KVA	\$ <u>1,246.00</u> ea.

PROPOSAL SHEET

FOR BID L - 1005

I propose to supply the City of Beloit, Kansas with the item(s) or material(s) listed in this bid for a total purchase price of \$ 3,738.00 this is FOB, Beloit, Kansas.

I understand that this bid is to be guaranteed for no less than thirty (30) days from the date of bid opening.

BIDDER (NAME OF FIRM) KRZ - Davis

TELEPHONE (785) 827-4497 **DATE** 7/26/10

General specifications for Pole Mounted Transformer

1. Transformers will be New or like New.
2. They shall have external tap changers.
3. 7200 volt primary.
4. 277 / 480 secondary
5. They shall be the two bushing type.
6. Short barrel type.

7200 Volt primary __ Pole mount __ Single phase __ 277 / 480 Volt secondary

Number of units to be bid	Kva of units to be bid	Price of unit
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Three (3)	50 KVA	\$ <u>1310.00</u> ea.
		<i>w/o tax</i>

NL 74 LL 691

** 3930.00*

PROPOSAL SHEET

FOR BID L - 1005

I propose to supply the City of Beloit, Kansas with the item(s) or material(s) listed in this bid for a total purchase price of \$ 3930.00 this is FOB, *w/o tax* Beloit, Kansas.

I understand that this bid is to be guaranteed for no less than thirty (30) days from the date of bid opening.

BIDDER (NAME OF FIRM) Wesco Brian Ulven

TELEPHONE 800 831 0836 DATE 7-26-10

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
August 3, 2010	NORTH CAMPUS FARM GROUND CONTRACT
ORIGINATING DEPARTMENT:	TYPE OF ACTION: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION
Administration	<input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the Council approve the contract to lease farm ground at the north campus.

FISCAL NOTE:

- There is no cost associated with this item.

DISCUSSION:

This farm ground has been leased for years by the State of Kansas and we would like to extend the contract of the current lessee under similar terms for one year.

Respectfully submitted,

Glenn Rodden
City Administrator

FARMING LEASE AGREEMENT

THIS AGREEMENT MADE THIS 3rd day of August, 2010, between the CITY OF BELOIT, KANSAS, hereinafter called "LESSOR", and Dean Grauerholz, hereinafter called "LESSEE", WITNESSETH:

In consideration of the mutual agreements herein contained, Lessor hereby leases to Lessee, and Lessee hereby grants and leases, those certain tracts and areas located on the real estate described as follows, to wit:

Tract 1 consisting of approximately 30.6 acres:

A tract of land in the NW/4 of Section 4, T-7-S, R-7-W of the 6th P.M., in Mitchell County, Kansas, described as follows: Beginning at a point 192.3 feet South of the NE corner of NW/4 of said Section 4; thence Southerly 875 feet along the East line of the NW/4; thence Westerly 500 feet to the point 250 feet North of the South line of the NE/4 of the NW/4 of said Section 4; thence Northerly 156 feet; thence Westerly 250 feet; thence Southerly 125 feet; thence Westerly 531 feet to a point 125 feet North of the SW corner of NE/4 of the NW/4 of said Section 4; thence North along the North-South center line of the NW/4 1,063 feet to a point 49.4 feet South of the NW corner of the NE/4 of said NW/4 of said Section 4; thence Easterly along the Highway Right-of-Way line 625 feet to a point 62.5 feet south of the North line of said NW/4 of Section 4; thence Southerly 218 feet; thence Easterly 625 feet to the point of beginning.

Tract 2 consisting of approximately 12.6 acres:

A tract of land beginning at a point 490 feet North of the SW corner of SE/4 of the NW/4 of Section 4, T-7-S, R-7-W of the 6th P.M., in Mitchell County, Kansas; thence Northerly 313 feet along the North-South line of the NW/4; thence Westerly 437 feet; thence Northerly 500 feet to a point on the East-West center line of said NW/4; thence Easterly 937 feet along said center line of said NW/4; thence Southerly 500 feet; thence Westerly 98.7 feet; thence Southerly 375.3 feet; thence Westerly 312 feet to the point of beginning.

1. Ingress and Egress. Lessee ingress and egress to said tracts and areas upon the crop ground shall be as designated by Lessor, its agent or employees if any of the farmland is sold for economic development as hereinafter mentioned.

2. Term. The term of this Agreement shall be for one (1) crop seasons commencing on

August 3rd, 2010, and ending following the harvest of the last crop in 2011. Tenants right of possession of crop ground shall terminate following the harvest of said last crop in said year. Provided, however, said term is further subject to the cancellation provisions hereinafter contained.

3. Rental. In consideration of leasing the aforesaid described real estate, Lessee agrees to pay Lessor \$2,001, cash rent on or before August 1, 2011.

4. Government Programs. The Lessee shall farm and plant crops on the leased premises in order to comply with all current programs of the United States Department of Agricultural as monitored by the local Farm Services Agency, and to protect and preserve the grain allotments on the leased farmland.

5. Farming Practices. Lessee shall perform the necessary work of completing the preparation of the soil, planting of crops and harvesting the same, utilizing good and acceptable farm practices and methods including control of bind weed, noxious weeds and insects at his expense, and shall not commit waste upon the lands.

6. Lessor's Right to Enter. The Lessor, its agents or employees, shall have the right at any and all times to enter upon the premises, to inspect the crops, make surveys, test borings, and to do other work in connection with any future use of the cropground for economic development purposes. Lessor reserves the right to sell all or any part of the leased premises at any time, which may include the cessation or complete termination of the tenants agricultural operation, including cultivating the land. In such event, the Lessee shall be reimbursed for any loss of crops by Lessor pursuant to and in accordance with the terms of reimbursement set forth in Paragraph 11. It is understood and agreed that the rights granted to the Lessee will not be exercised in any way which may interfere with the economic development of the crop ground.

7. Assignment. The Lessee shall not assign this agreement or any of his rights herein, or any

of his rights to the growing crop or crops, nor shall he grant, give or permit any hunting rights or other privileges, without first obtaining the written consent of the Lessor.

8. Injuries or Damages. Lessor shall not be liable for injuries or damages to the Lessee, his employees, agents, guests, members of Lessees' family, or visitors, in or upon the premises covered by this agreement.

9. Termination. Upon the expiration of the term hereof, or its earlier termination as herein provided, Lessee agrees to remove any machinery or other personal property which they may have placed upon the premises, and in the event he shall fail to so remove such machinery or personal property, Lessor may remove the same without liability or charge therefor.

10. Erosion. Lessee agrees to take whatever precautions may be necessary, such as plowing, listing, springtoothing, or any other means deemed expedient to prevent wind erosion of the soil.

11. Cancellation on Economic Development. It is understood and agreed by the parties that if at any time the premises described herein are needed for economic development purposes, the Lessor may cancel this agreement, or reduce the amount of acreage hereinbefore set out, by giving ten (10) days notice in writing to Lessee, by registered mail, addressed to the Lessee at the address shown above, setting out Lessors intention to cancel, or to reduce the amount of acreage; and Lessor may then take possession of the recaptured land without penalty, except that Lessor agrees to reimburse Lessee in the following manner:

A. In the event Lessee's are unable to harvest any planted crop, Lessor shall deduct an amount of rent per acre from rent due, based on amount of acres of recaptured land and if no crops have been planted on the recaptured acres Lessor shall reimburse Lessee expense incurred by Lessee in preparing the land for farming purposes, based upon the work actually

done and of the average value as determined by publications of the State Extension Services. No consideration in this event shall be given to the possible yield or market value of the crop when harvested. In such event, no cash rent shall be charged for acres taken.

B. In the event any dispute shall arise between the parties concerning the amount to be paid by Lessor under A. above, each of the parties shall select an arbitrator and the two so selected shall select a third, and the three arbitrators shall then view the land and determine the amount to be paid under A. or B. above, as the case may be, and report their findings to the Lessor and the Lessee within ten (10) days after their appointment.

The decision of the arbitrators shall be final and binding upon the parties hereto, their heirs, administrators, the executors, devisees, successors and assigns. Compensation to arbitrators, if any, shall be paid by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF BELOIT, KANSAS,

Rebecca J. Koster, Mayor

ATTEST:

Kerry Benson, City Clerk

LESSOR

LESSEE

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
August 3, 2010	BUDGET HEARING PUBLICATION
ORIGINATING DEPARTMENT:	TYPE OF ACTION:
Administration	<input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the Council approve the attached notice of publication for the fiscal year 2011 city budget.

FISCAL NOTE:

- There is no cost associated with this item.

DISCUSSION:

We will review the enclosed fiscal year 2011 budget form at the next council meeting and approve for publication. Our formal budget hearing will be held on Tuesday, August 17th, 2010.

Respectfully submitted,

Glenn Rodden
City Administrator

Input sheet for City2.XLS budget form

Enter City Name (City of) Beloit
 Enter County Name followed by "County" Mitchell

Enter year being budgeted (YYYY) 2011

Enter the following information from the sources shown. This information will be entered on the budget forms in the appropriate locations. If any of the numbers are wrong, change them on this input sheet.

Note: All amounts are to be entered in as whole numbers only.

The input for the following comes directly from the 2010 Budget, Certificate Page:
 If amended, then use the amended figures.

Fund Names:	Statute	2010 *Expenditures*	2009 Ad Valorem Tax
General	12-101a	2,235,986	433,339
Debt Service	10-113		
Fund name for all funds with a tax levy:			
Employee Benefit	12-16-102	1,033,748	341,123
Library	12-1254	186,482	136,458
Total Tax Levy Funds for 2010 Budgeted Year			910,920

Other (non-tax levy) fund names:

Special Highway	167,340
Special Parks & Recreation	24,302
Economic Development	88,157
Law Enforcement	5,653
Neighborhood Revitalization	167
Cable TV	310,872

Single Non Tax Levy:

1 Water	948,158
2 Water Pollution	848,879
3 Electric	4,719,789
4 Refuse	274,258
Total Expenditures for 2010 Budgeted Year	
	10,843,791

Non-Budgeted (A):

1 Police Capital Improvement
2 Fire Capital Improvement
3 Water Pollution Control Plant & Equip.
4 Equipment Reserve
5 Capital Improvement

Non-Budgeted (B):

1 Water Plant & Equipment
2 Cemetery Endowment
3

Note: All amounts are to be entered in as whole numbers only.

From the County Clerks 2011 Budget Information:

Total Assessed Valuation for 2010	20,004,144
New Improvements for 2010	483,932
Personal Property excluding oil, gas, mobile homes - 2010	1,005,905
Territory Added: (Current Year Only)	
Real Estate	
State Assessed	
New Improvements	
Property that has changed in use for 2010	1,061,198
Personal Property excluding oil, gas, mobile homes- 2009	1,195,738
Gross earnings (intangible) tax estimate for 2011	66,668
Neighborhood Revitalization	871,678

Actual Tax Rates for the 2010 Budget:

Fund	Rate
General	22.209
Debt Service	
Employee Benefit	17.483
Library	6.994
Total	46.686

Final Assessed Valuation from the November 1, 2009 Abstract 19,511,970

From the County Treasurer's Budget Information - 2011 Budget Year Estimates:

Motor Vehicle Tax Estimate	190,454
Recreational Vehicle Tax Estimate	2,319
16/20 M Vehicle Tax	7,118
LAVTR	
City and County Revenue Sharing	
Slider	

Computation of Delinquency

Actual Delinquency for 2009 Tax	2.620%
Rate used in this budget-this will be shown on all fund pages with a tax levy	2.700%

From the League of Municipalities' Budget Tips (Special City and County Highway Fund):

2011 State Distribution for Kansas Gas Tax	100,040
2011 County Transfers for Gas**	
Adjusted 2010 State Distribution for Kansas Gas Tax	
Adjusted 2010 County Transfers for Gas**	

***Note: Only used when a portion of the County monies are distributed to the Cities under the provisions K.S.A. 79-3425c

From the 2009 Budget Certificate Page

Funds	2009 Expenditure Amounts Budget Authority	Note: If the 2009 budget was amended, then the expenditure amounts should reflect the amended expenditure amounts.
General	2,341,628	
Debt Service		
Employee Benefit	1,119,579	
Library	127,895	
0		
0		
0		
0		
0		
0		
0		
0		
Special Highway	181,700	
Special Parks & Recr	18,000	
Economic Developem	95,100	
Law Enforcement	3,000	
Neighborhood Revita	4,500	
Cable TV	325,000	
0		
0		
0		
0		
0		
0		
Water	1,009,200	
Water Pollution	806,625	
Electric	4,625,080	
Refuse	265,000	

Beloit

2011

Computation to Determine Limit for 2011

	Amount of Levy
1. Total Tax Levy Amount in 2010 Budget	+ \$ <u>910,920</u>
2. Debt Service Levy in 2010 Budget	- \$ <u>0</u>
3. Tax Levy Excluding Debt Service	<u>\$ 910,920</u>
 2010 Valuation Information for Valuation Adjustments:	
4. New Improvements for 2010:	+ <u>483,932</u>
5. Increase in Personal Property for 2010:	
5a. Personal Property 2010	+ <u>1,005,905</u>
5b. Personal Property 2009	- <u>1,195,738</u>
5c. Increase in Personal Property (5a minus 5b)	+ <u>0</u>
	(Use Only if > 0)
6. Valuation of annexed territory for 2010	
6a. Real Estate	+ <u>0</u>
6b. State Assessed	+ <u>0</u>
6c. New Improvements	- <u>0</u>
6d. Total Adjustment (Sum of 6a, 6b, and 6c)	+ <u>0</u>
7. Valuation of Property that has Changed in Use during 2010	<u>1,061,198</u>
8. Total Valuation Adjustment (Sum of 4, 5c, 6d & 7)	<u>1,545,130</u>
9. Total Estimated Valuation July 1, 2010	<u>20,004,144</u>
10. Total Valuation less Valuation Adjustment (9 minus 8)	<u>18,459,014</u>
11. Factor for Increase (8 divided by 10)	<u>0.08371</u>
12. Amount of Increase (11 times 3)	+ \$ <u>76,249</u>
13. Maximum Tax Levy, excluding debt service, without an Ordinance (3 plus 12)	\$ <u><u>987,169</u></u>
14. Debt Service in this 2011 Budget	<u>0</u>
15. Maximum levy, including debt service, without an Ordinance (13 plus 14)	<u><u>987,169</u></u>

If the 2011 budget includes tax levies exceeding the total on line 15, you must adopt an ordinance to exceed this limit, publish the ordinance, and attach a copy of the published ordinance to this budget.

Beloit

2011

Allocation of Motor, Recreational, 16/20M Vehicle Tax & Slider

Budgeted Fund for 2010	Budget Tax Levy Amt for 2009	Allocation for Year 2011			
		MVT	RVT	16/20M Veh	Slider
General	433,339	90,602	1,104	3,386	0
Debt Service					
Employee Benefit	341,123	71,322	868	2,666	0
Library	136,458	28,530	347	1,066	0
TOTAL	910,920	190,454	2,319	7,118	0

County Treas Motor Vehicle Estimate	<u>190,454</u>			
County Treasurers Recreational Vehicle Estimate		<u>2,319</u>		
County Treasurers 16/20M Vehicle Estimate			<u>7,118</u>	
County Treasurers Slider Estimate				<u>0</u>
Motor Vehicle Factor	<u>0.20908</u>			
Recreational Vehicle Factor		<u>0.00255</u>		
16/20M Vehicle Factor			<u>0.00781</u>	
Slider Factor				<u>0.00000</u>

