

REQUEST FOR COUNCIL ACTION

| | |
|--------------------------------|----------------------------------------------------------------------------------|
| DATE: | TITLE: |
| May 3, 2011 | WATERLINE PROJECT PROJECT |
| 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 accept the attached contract with Schwab-Eaton for engineering services.

FISCAL NOTE:

- The cost for this contract is \$128,200.00. Engineering costs will be included in the loan agreement with KDHE or utility revenue bonds.

DISCUSSION:

This contract is for engineering services will cover engineering and inspection for new water distribution lines. Attached is a cost estimate and a preliminary loan amortization schedule for a KDHE revolving fund loan at the current rate of 4.05 percent. City financial adviser Rick Ensz will attend the second meeting in May to compare utility revenue bonds with the KDHE loan.

The impact of this project on the water customer would be \$45.00 per year or \$3.79 per month.

Respectfully submitted,

Glenn Rodden
City Administrator

BELOIT WATER DISTRIBUTION SYSTEM IMPROVEMENTS

PHASE 1

PRELIMINARY COST ESTIMATE

APRIL 2011

CITY OF BELOIT, KANSAS

| ITEM | DESCRIPTION | QUANTITY | UNIT | PRICE | TOTAL |
|------------------------------|--------------------------------------------|----------|------|---------------|-----------------------|
| 1 | MOBILIZATION | 1 | LS @ | \$10,000.00 = | \$10,000.00 |
| 2 | 6" DR 18 C900 PVC WATER LINE | 2250 | LF @ | \$24.00 = | \$54,000.00 |
| 3 | 8" DR 18 C900 PVC WATER LINE | 7420 | LF @ | \$30.00 = | \$222,600.00 |
| 4 | 10" DR 18 C900 PVC WATER LINE | 2650 | LF @ | \$38.00 = | \$100,700.00 |
| 5 | TRACER WIRE | 14350 | LF @ | \$0.25 = | \$3,587.50 |
| 6 | DIRECTIONAL BORE 6" PVC | 1270 | LF @ | \$34.00 = | \$43,180.00 |
| 7 | DIRECTIONAL BORE 8" PVC | 510 | LF @ | \$40.00 = | \$20,400.00 |
| 8 | DIRECTIONAL BORE 10" PVC | 250 | LF @ | \$48.00 = | \$12,000.00 |
| 9 | DRIVEWAY CROSSING | 45 | EA @ | \$1,500.00 = | \$67,500.00 |
| 10 | VALLEY GUTTER CROSSING | 5 | EA @ | \$500.00 = | \$2,500.00 |
| 11 | CONNECT TO EXIST. 4" | 10 | EA @ | \$800.00 = | \$8,000.00 |
| 12 | CONNECT TO EXIST. 6" | 23 | EA @ | \$1,000.00 = | \$23,000.00 |
| 13 | CONNECT TO EXIST. 8" | 18 | EA @ | \$1,200.00 = | \$21,600.00 |
| 14 | CONNECT TO EXIST. 10" | 3 | EA @ | \$1,500.00 = | \$4,500.00 |
| 15 | 6" MJ GATE VALVE | 16 | EA @ | \$800.00 = | \$12,800.00 |
| 16 | 8" MJ GATE VALVE | 15 | EA @ | \$1,000.00 = | \$15,000.00 |
| 17 | 10" MJ GATE VALVE | 5 | EA @ | \$1,400.00 = | \$7,000.00 |
| 18 | RECONNECT EXIST. FIRE HYDRANT | 2 | EA @ | \$1,200.00 = | \$2,400.00 |
| 19 | 3-WAY FIRE HYDRANT W/ 6" GATE VALVE | 11 | EA @ | \$3,400.00 = | \$37,400.00 |
| 20 | RECONNECT EXIST. 3/4" / 1" WATER SERVICE | 133 | EA @ | \$400.00 = | \$53,200.00 |
| 21 | RECONNECT EXIST. 1 1/2" / 2" WATER SERVICE | 6 | EA @ | \$600.00 = | \$3,600.00 |
| 22 | RECONNECT EXIST. DOWNTOWN WATER SERV. | 16 | EA @ | \$1,200.00 = | \$19,200.00 |
| 23 | ASPHALT STREET REMOVAL & REPLACEMENT | 835 | SY @ | \$70.00 = | \$58,450.00 |
| 24 | CONCRETE STREET REMOVAL & REPLACEMENT | 185 | SY @ | \$85.00 = | \$15,725.00 |
| 25 | BRICK STREET REMOVAL & REPLACEMENT | 720 | SY @ | \$100.00 = | \$72,000.00 |
| | | | | | \$890,342.50 |
| + 10% CONTINGENCIES = | | | | | \$89,034.25 |
| SUBTOTAL CONSTRUCTION | | | | | \$979,376.75 |
| OVERHEAD COSTS | | | | | |
| 1 | ENGINEERING | 7.5% | | | \$73,400.00 |
| 2 | INSPECTION | 5.6% | | | \$54,800.00 |
| SUBTOTAL OVERHEAD | | | | | \$128,200.00 |
| TOTAL PROJECT COST | | | | | \$1,107,576.75 |

| Enter Values | |
|-----------------------------|----------------|
| Loan Amount | \$1,107,576.00 |
| Annual Interest Rate | 4.05 % |
| Loan Period in Years | 20 |
| Number of Payments Per Year | 1 |
| Start Date of Loan | 2/1/2012 |
| Optional Extra Payments | |

| Loan Summary | |
|------------------------------|---------------|
| Scheduled Payment | \$ 81,858.62 |
| Scheduled Number of Payments | 20 |
| Actual Number of Payments | 20 |
| Total Early Payments | \$ - |
| Total Interest | \$ 529,596.31 |

| Pmt No. | Payment Date | Beginning Balance | Scheduled Payment | Extra Payment | Total Payment | Principal | Interest | Ending Balance |
|---------|--------------|-------------------|-------------------|---------------|---------------|--------------|--------------|-----------------|
| 1 | 2/1/2013 | \$ 1,107,576.00 | \$ 81,858.62 | \$ - | \$ 81,858.62 | \$ 37,001.79 | \$ 44,856.83 | \$ 1,070,574.21 |
| 2 | 2/1/2014 | 1,070,574.21 | 81,858.62 | - | 81,858.62 | 38,500.36 | 43,358.26 | 1,032,073.85 |
| 3 | 2/1/2015 | 1,032,073.85 | 81,858.62 | - | 81,858.62 | 40,059.62 | 41,798.99 | 992,014.23 |
| 4 | 2/1/2016 | 992,014.23 | 81,858.62 | - | 81,858.62 | 41,682.04 | 40,176.58 | 950,332.19 |
| 5 | 2/1/2017 | 950,332.19 | 81,858.62 | - | 81,858.62 | 43,370.16 | 38,488.45 | 906,962.03 |
| 6 | 2/1/2018 | 906,962.03 | 81,858.62 | - | 81,858.62 | 45,126.65 | 36,731.96 | 861,835.37 |
| 7 | 2/1/2019 | 861,835.37 | 81,858.62 | - | 81,858.62 | 46,954.28 | 34,904.33 | 814,881.09 |
| 8 | 2/1/2020 | 814,881.09 | 81,858.62 | - | 81,858.62 | 48,855.93 | 33,002.68 | 766,025.16 |
| 9 | 2/1/2021 | 766,025.16 | 81,858.62 | - | 81,858.62 | 50,834.60 | 31,024.02 | 715,190.56 |
| 10 | 2/1/2022 | 715,190.56 | 81,858.62 | - | 81,858.62 | 52,893.40 | 28,965.22 | 662,297.17 |
| 11 | 2/1/2023 | 662,297.17 | 81,858.62 | - | 81,858.62 | 55,035.58 | 26,823.04 | 607,261.59 |
| 12 | 2/1/2024 | 607,261.59 | 81,858.62 | - | 81,858.62 | 57,264.52 | 24,594.09 | 549,997.07 |
| 13 | 2/1/2025 | 549,997.07 | 81,858.62 | - | 81,858.62 | 59,583.73 | 22,274.88 | 490,413.33 |
| 14 | 2/1/2026 | 490,413.33 | 81,858.62 | - | 81,858.62 | 61,996.88 | 19,861.74 | 428,416.46 |
| 15 | 2/1/2027 | 428,416.46 | 81,858.62 | - | 81,858.62 | 64,507.75 | 17,350.87 | 363,908.71 |
| 16 | 2/1/2028 | 363,908.71 | 81,858.62 | - | 81,858.62 | 67,120.31 | 14,738.30 | 296,788.39 |
| 17 | 2/1/2029 | 296,788.39 | 81,858.62 | - | 81,858.62 | 69,838.69 | 12,019.93 | 226,949.71 |
| 18 | 2/1/2030 | 226,949.71 | 81,858.62 | - | 81,858.62 | 72,667.15 | 9,191.46 | 154,282.56 |
| 19 | 2/1/2031 | 154,282.56 | 81,858.62 | - | 81,858.62 | 75,610.17 | 6,248.44 | 78,672.38 |
| 20 | 2/1/2032 | 78,672.38 | 81,858.62 | - | 78,672.38 | 75,486.15 | 3,186.23 | 0.00 |

AGREEMENT

Between

SCHWAB-EATON, P.A., CONSULTING ENGINEERS

and

CITY OF BELOIT, KANSAS

This AGREEMENT, made and entered into by and between Schwab-Eaton, P.A., Consulting Engineers, Manhattan, Kansas, party of the first part (hereinafter called the Engineer) and the City of Beloit, Kansas, party of the second part (hereinafter called the City):

WITNESSETH:

WHEREAS, the City is authorized and empowered to contract with the Engineers for the purpose of preparing detailed plans and specifications and other professional engineering services for the development of water distribution system improvements consisting of replacement of various sizes of cast iron water mains and appurtenances along 4th St. from Western Ave. to Baldwin St., along Baldwin St. from 4th St. to Court St., along Court St. from Cherry St. to Elm St., along Cherry St. from Court St. to Clinton St., and along Main St. from Independence Ave. to Baldwin St. of the distribution system.

WHEREAS, the Engineers are licensed in accordance with the law of the State of Kansas and are qualified to perform the professional engineering desired by the City, now, therefore,

IT IS AGREED by and between the two parties aforesaid as follows:

SECTION I - SERVICES AND RESPONSIBILITIES OF THE ENGINEER

PART A – DETAILED PLANS AND SPECIFICATIONS

1. Confer with City officials on specific project requirements, finance issues, schedules and other pertinent matters.
2. Meet with the City regarding layout and location of water distribution system improvements.
3. Conduct surveys and/or field investigations of the project site as required to design the project and develop plan drawings.
4. Confer with the City on various design considerations, including layout of new water lines, construction materials, pavement repair options, etc.
5. Complete preliminary plans and cost estimates and review with City and KDHE officials.
6. Prepare final plans, cost estimates and project specifications, including bidding documents.
7. Review final plans and specifications with City officials.

8. Submit final plans and specifications to KDHE and other interested agencies for review and approval.

PART B – BIDDING

1. Coordinate bid letting date, time and place with City, and prepare final *Invitation to Bid*.
2. Assist and advise City in placing the advertisements of the *Invitation to Bid*.
3. Identify potential Contractors and suppliers, and distribute copies of *Invitation to Bid*. Maintain a record of prospective bidders and suppliers to whom contract documents have been issued.
4. Distribute construction contract documents to prospective bidders.
5. Interpret construction contract documents during the bidding periods. Prepare and issue addenda to the construction contract documents, when required.
6. Assist City during bid opening. Conduct the bid opening, if requested, answer questions during bid opening, make preliminary tabulation of bids, and review questionnaires and bids for completeness.
7. Prepare and distribute formal bid tabulation sheets, evaluate bids, and make written recommendations to City concerning contract award.

PART C – CONTRACT ADMINISTRATION AND CONSTRUCTION INSPECTION

The Engineer will perform contract administration and construction services as authorized by the City during the construction phase of the project. By performing these services, the Engineer shall not have authority or responsibility to supervise, direct, or control Contractor's work or have authority or responsibility for safety precautions and programs incident to Contractor's work or for any failure of Contractor to comply with laws, regulations, rules, ordinances, codes or orders applicable to Contractor furnishing and performing the work. Specific services to be performed by Engineer are as follows:

1. Prepare and distribute conforming copies of the construction contract documents. Included shall be a review of the Contractor's bonds and insurance certificates and furnishing the Contractor unsigned construction contract documents.
2. Submit five (5) sets of construction contract documents to the City's legal counsel for review and to the City for signature and distribution.
3. Make the necessary arrangements and conduct a preconstruction conference.
4. Review and comment on the Contractor's initial and updated construction schedules and advise City as to acceptability.
5. Review drawings and other data submitted by Contractor as required by the construction contract documents. Engineer's review shall be for general conformity to the construction

contract drawings and specifications for the project and shall not relieve the Contractor of any contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs incident thereto.

6. Interpret construction contract drawings when requested by the City or Contractor. If authorized by the Contractor, Engineer may interpret construction contract drawings and specifications upon request by subcontractors and suppliers.
7. Provide on-site inspection of the work performed by the Contractor as the construction work progresses. Such inspection shall be by a full time project representative. Monthly progress reports will be provided to the City.
8. Prepare change orders and monthly estimates of completed construction as a basis for interim progress payments to the Contractor.
9. Conduct final inspection of the project and preparation of final contract documents.
10. Upon completion of the project, revise the construction contract drawings to conform to the construction records provided by the Resident Inspector and Contractor. Submit final set of "As Built" plans to the City.
11. Provide one-year certification through semi-annual inspections with a letter style report outlining findings of inspections.

PART D – SUPPLEMENTAL SERVICES

Supplemental services is defined as work that may be requested but is not included in the above tasks. These services may include but are not limited to:

1. Redesigns issued after final plans have been accepted.
2. Assistance with bid protests and rebidding.
3. Boundary surveys and legal descriptions associated with land procurement.
4. Preparation for litigation, arbitration, or other legal or administrative proceedings and appearances in court or at arbitration sessions, in connection with bid protests, change orders, or construction incidents.
5. Preparation of environmental assessments or impact statements.
6. Development of O & M manuals management plans.
7. Assistance with the application process related to the KDHE State revolving loan fund.
8. Easement acquisition for infrastructure to be placed on private property.

SECTION II - RESPONSIBILITY OF THE CITY

The City shall provide information, assistance and compensation as follows:

1. Place at the disposal of the Engineer all records, reports, maps, plans and other data pertinent to the services required under this Agreement.
2. Furnish authorization to commence work on various parts of the work outlined in Section I above for the services required under this Agreement.
3. Reimburse the Engineer as follows:
 - a. For the services set forth in Section I, Parts A & B above, the Engineer shall be paid a lump sum total amount of \$73,400.00. Such fee shall be paid upon the completion of the bidding process or award of the construction contract.
 - b. For the services set forth in Section I, Parts C and D above, the Engineer shall be paid the actual payroll costs charged to the work multiplied by a factor of 2.85 which shall represent just and full compensation for the work. Such fee shall be paid in monthly payments and for Part C, the total cost will not exceed \$54,800.00 without prior authorization from the City.
4. To the extent permitted by current State Statutes, including but not limited to municipal budget and cash basis, the City further agrees that this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the present governing body and their successor.

SECTION III - MUTUAL AGREEMENTS

It is mutually agreed by the parties hereto:

1. That the services to be performed by the Engineer are personal and cannot be assigned, sublet or transferred without the written consent of the City.
2. That the right is reserved by the City to terminate this Agreement at any time, upon written notice, in the event the improvement is to be abandoned or indefinitely postponed or because of the Engineer's disability or death, or because the services of the Engineer are unsatisfactory, or failure by the Engineer to prosecute the work with due diligence or to complete the work within the time limits specified in this Agreement; provided however, that in any case, the Engineer shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement.
3. That an adjustment of the Engineer's fee as stipulated in this Agreement may be made if, for any reason, the scope of the work as set forth herein is materially changed. The amount of fee adjustment shall be based on an equitable formula which shall be mutually agreed upon by and between the parties at the time the scope of work is materially changed.

SECTION IV - ARTICLE OF COMPLIANCE

The Engineer shall be in compliance with all Federal, State, and local laws and ordinances applicable to the work covered hereunder. Furthermore, during the performance period of this contract, the Engineer agrees as follows:

1. Title VI of the Civil Rights Act of 1964.
The Engineer must comply with Title VI of the Civil Rights Act of 1964 that states, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
2. Section 109 of the Housing and Community Development Act of 1974, as amended.
The Engineer must comply with provisions of Section 109 of the Housing and Community Development Act of 1974 that require that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to Title I of the Act.
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).
The Engineer must comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, by reason of his or her disability, be solely excluded from participation (including employment), denied program benefits, or be subjected to discrimination under any program or activity receiving federal assistance funds.

American with Disabilities Act (ADA) (P.L. 101-336; 42 U.S.C. 12101).
ADA provided disabled people access to employment, public accommodations, public services, transportation and telecommunications. The ADA extended Section 504's mandate of non-discrimination based on disability to most of the private sector and to state and local government agencies not covered by Section 504. Recipients of federal assistance should note that the ADA complements, but does not replace, Section 504.
4. Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.).
The Engineer shall comply with the Age Discrimination Act of 1975, as amended, which provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal assistance.
5. Fair Housing Amendments Act of 1988.
The Engineer must comply with the provisions of "Fair Housing Amendments Act of 1988." The act provides that no person in the United States shall, on the grounds of race, color, religion, sex, national origin, disability or familial status be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Public Law 90-284, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.).

The Engineer shall comply with the provision of "Public Law 90-284," which refer to Title

VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.). The Law states that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provisions of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex or national origin. The Engineer must administer program and activities relating to housing and urban development in a manner that affirmatively promotes fair housing.

6. Executive Order 11063, as amended by Executive Order 12259 (24 CFR Part 107).
The Engineer must comply with the provisions of Executive Order 11063, as amended by Executive Order 12259, which directs the Engineer to take all action necessary and appropriate to prevent discrimination because of race, color, religion, creed, sex or national origin.
7. Kansas Non-Discrimination Law, Senate Bill No. 573, Chapter 194, Laws of 1972, as amended and adopted in 1992, titled the Kansas Act Against Discrimination. During the performance of this Contract or any subcontract resulting therefrom, the Engineer shall observe the provisions of the Kansas Act Against Discrimination of work and shall not discriminate against any person in the performance of work done under the Contract because of race, religion, color, sex, national origin or ancestry;
8. Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701u).
The Engineer shall to the greatest extent feasible, comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968 when planning and implementing projects assisted by a CDBG. Section 3 requires opportunities for training and employment be given to lower-income persons residing within the unit of local government or the nonmetropolitan county in which the project is located, and that contracts for work in connection with the project be awarded to eligible business concerns located in, or owned in substantial part by residents of the project area. The Engineer must assure good faith efforts toward compliance with the statutory directive of Section 3.
9. Executive Order 11246, as amended.
The Engineer must comply with Executive Order 11246, as amended, which provides that any subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin and shall take affirmative action to assure same.
10. Section 503 of Rehabilitation Act of 1973.
Section 503 of Rehabilitation Act of 1973, as amended, provides for the nondiscrimination in engineering employment. All recipients of Federal funds must certify through all contracts issued to the following:

Affirmative Action for Handicapped Workers.

- (a) The Engineer will not discriminate against any employee or regard to any position for which the employee or applicant for employment is qualified. The Engineer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental handicap employment practices such as the following: Employment

upgrading, demotion or transfer, recruitment, advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- (b) The Engineer agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (c) In the event of the engineers' noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (d) The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Engineers' obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- (e) The Engineer will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Engineer is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (f) The Engineer will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provision, including action for noncompliance.

11. Section 912 of the Cranston-Gonzales National Affordable Housing Act.
Nondiscrimination Section 109.

- (a) No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination ACT of 1975 or with respect to any otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.
- (b) Whenever the Secretary determines that a State or unit of general local government which is a recipient of assistance under this title has failed to comply with subsection (a) or an applicable regulation, he shall notify the Governor of such state or the chief executive officer of such unit of local government of the noncompliance and shall request the Governor or the chief executive officer to secure compliance. If within a reasonable period of time, not to exceed sixty days, the Governor or the chief executive fails or refuses to secure compliance, the Secretary is authorized to (1) refer the matter to the Attorney General with a recommendation that an appropriate civil action be instituted; (2) exercise the powers and functions provided by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d); (3) exercise the powers and functions provided for in Section 11 (a) of this act; or (4) take such other action as may be provided by law.

- (c) When a matter is referred to the Attorney General pursuant to subsection (b), or whenever he has reason to believe that a State government or unit of general local government is engaged in a patter or practice in violation of the provisions of this section, the Attorney General may bring a civil action in any appropriate United States District Court for such relief as may be appropriate, including injunctive relief.
- (d) The provisions of this section and section 104(b)(2) which relate to discrimination on the basis of race shall not apply to the provision of assistance by Engineers under this title to the Hawaiian Home Lands.

12. "The Engineer will provide Certification Regarding Debarment, Suspension and Responsibility matters in compliance with 40 CFR Part 32, shall comply with the Region VII Implementation Procedures of 40 CFR Part 31.36(e) and Section 31.36(e) of the March 11, 1988 EPA Procurement Regulations and shall comply with KDHE Implementation Procedures of Section 129 of Public Law 100-590."

IT IS FURTHER AGREED that this Article of Compliance and all contracts entered into under the provisions of this Contract shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF: said parties have caused this Agreement to be signed by their duly authorized officers this _____ day of _____, 2011.

CITY OF BELOIT, KANSAS

SCHWAB-EATON, P.A.
CONSULTING ENGINEERS
MANHATTAN, KANSAS

BY _____
Mayor

BY _____
Stuart Porter, Project Manager

ATTEST:

WITNESS:

BY _____
City Clerk

BY _____
John Cashatt, Design Engineer

REQUEST FOR COUNCIL ACTION

| | | | |
|--------------------------------|------------------------|----------------------------------------------------------|--------------------------------------------|
| DATE: | TITLE: | | |
| May 3, 2011 | UNFIT STRUCTURE | | |
| 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 City Council approve the enclosed recommendation by the city code officer and deny the property owner the 60 day extension that he asked for at the previous council meeting.

FISCAL NOTE:

- The direct cost for this action is unknown. The demolition of both structures will be go through a bidding process at an estimated price of \$10,000 to \$15,000 per building plus the cost of asbestos removal.

DISCUSSION:

The property owner has failed to act on numerous notices that he has been given over the past year and he has made little progress during the past two weeks. The property owner has also failed to provide the governing body with an acceptable plan for mitigating the numerous problems on this property.

Respectfully submitted,

Glenn Rodden
City Administrator

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



Tel No (785) 738-3553
Fax No (785) 738-2517
Email cjones@beloitks.org

April 29, 2011

Glenn Rodden
City Administrator
119 N. Hersey Street
Beloit, Ks. 67420

Re: Update of Unfit Structures at 316 & 320 W. 3rd Street: Terry Amerine

Dear Glenn:

This letter is to inform you of the progress made by Terry Amerine on the apartment buildings he owns at 316 & 320 W. 3rd Street.

The buildings have been secured by barring most doors from the inside and padlocking a rear entry door of each building. Mr. Amerine has removed the steps to the rear decks, apparently to prohibit anyone from ascending to the upper part of the decks. In my opinion, the decks should have been removed completely as they still pose risks. The garages remain unsecured and an old cistern has not been filled in. I am not aware of any improvements to the interior of the structures.

The trees and shrubs have not been trimmed and cleaned up in order to improve the appearance of the properties.

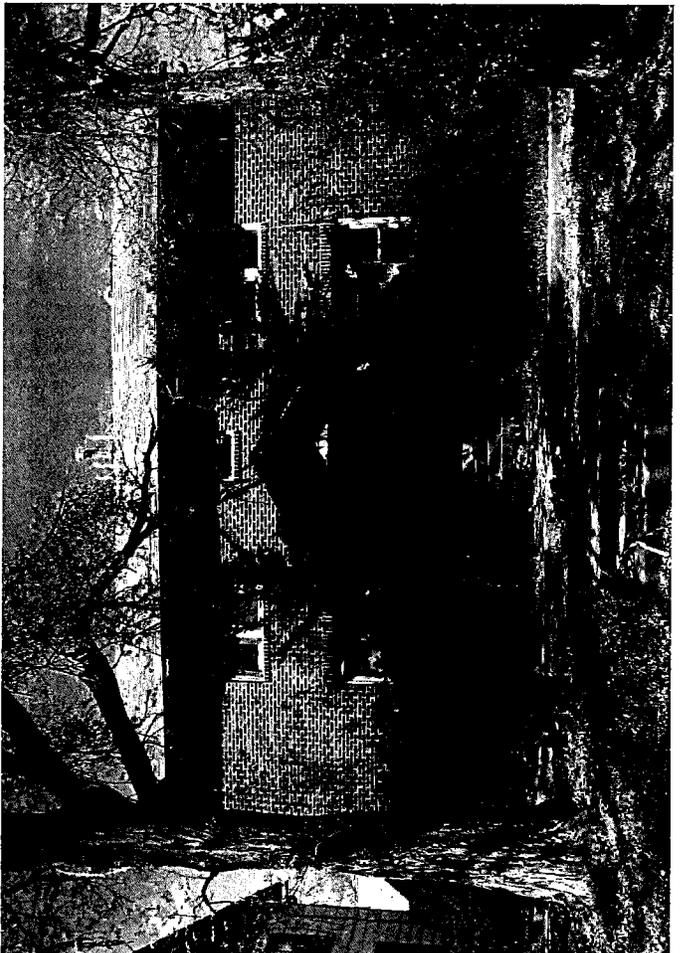
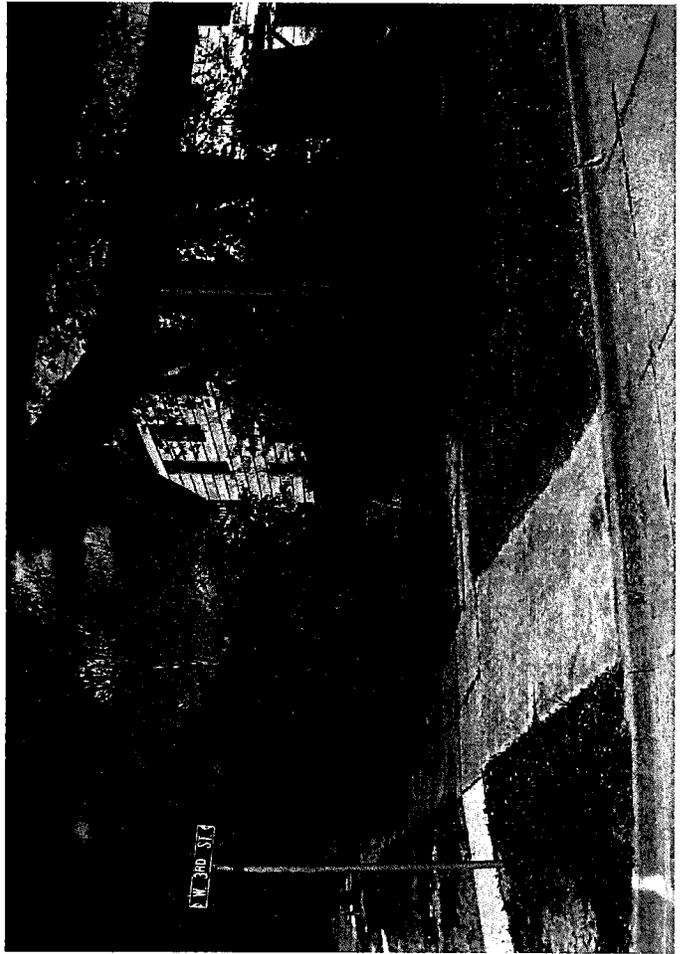
The city has received the report of the asbestos inspection done by the State of Kansas. There is asbestos in the structures. The plaster walls of one of the buildings and pipe wrapping in the other building contain friable asbestos which must be removed by a certified asbestos abatement contractor before any work can begin whether the work is to repair or remove of the buildings.

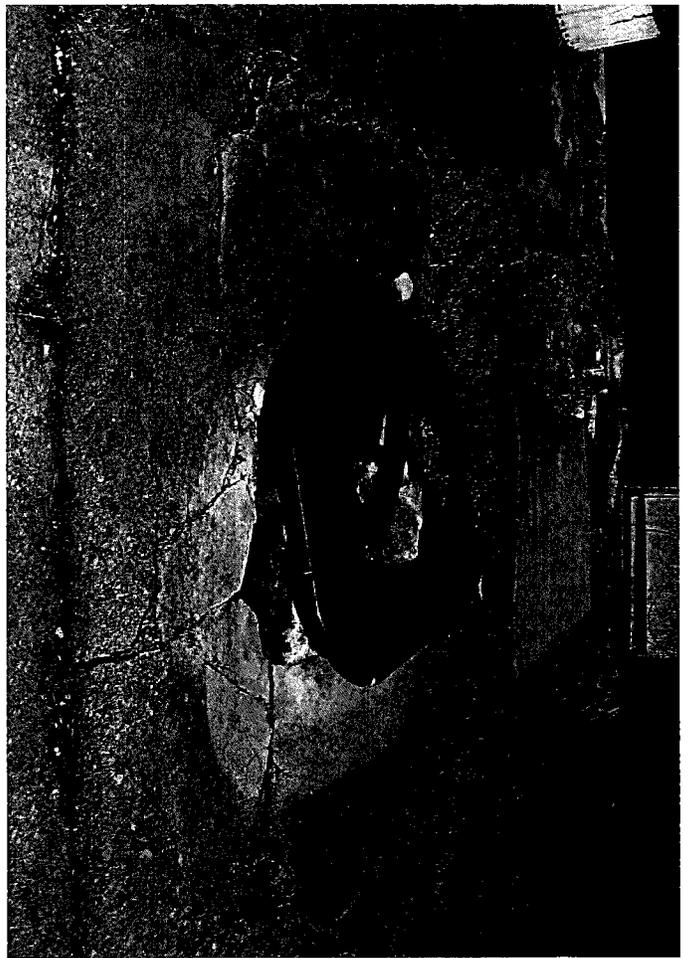
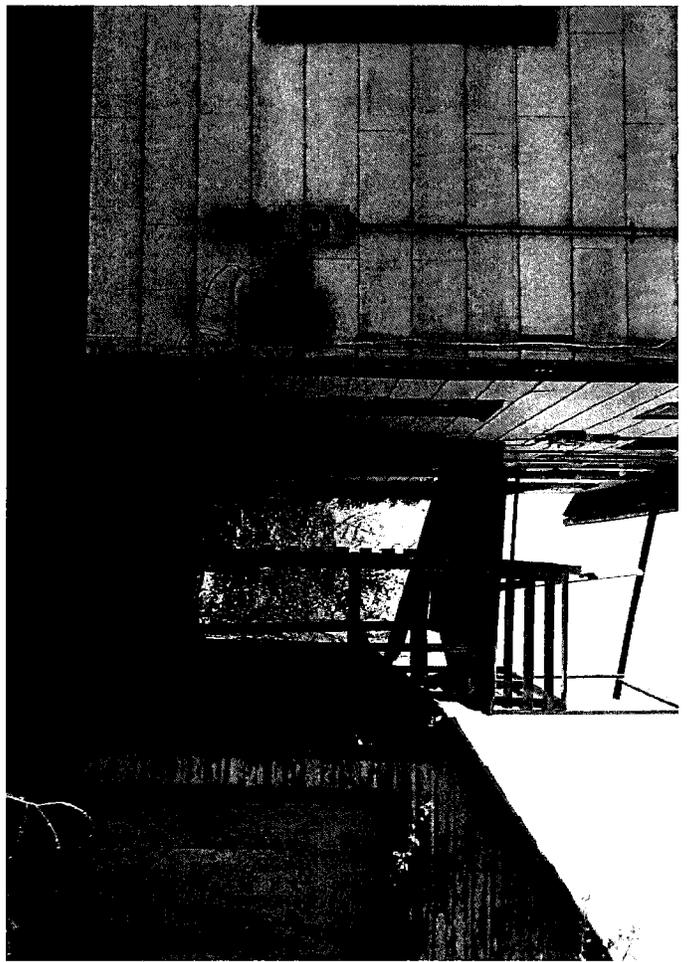
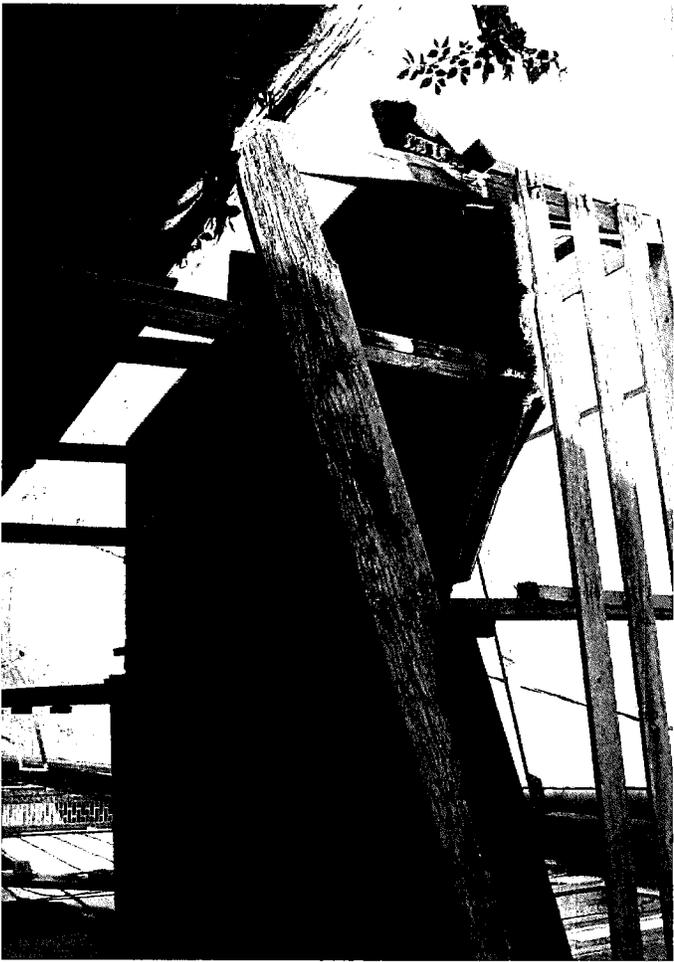
The City Council had asked for "significant improvements" to the properties and in my opinion, Mr. Amerine has not met that standard.

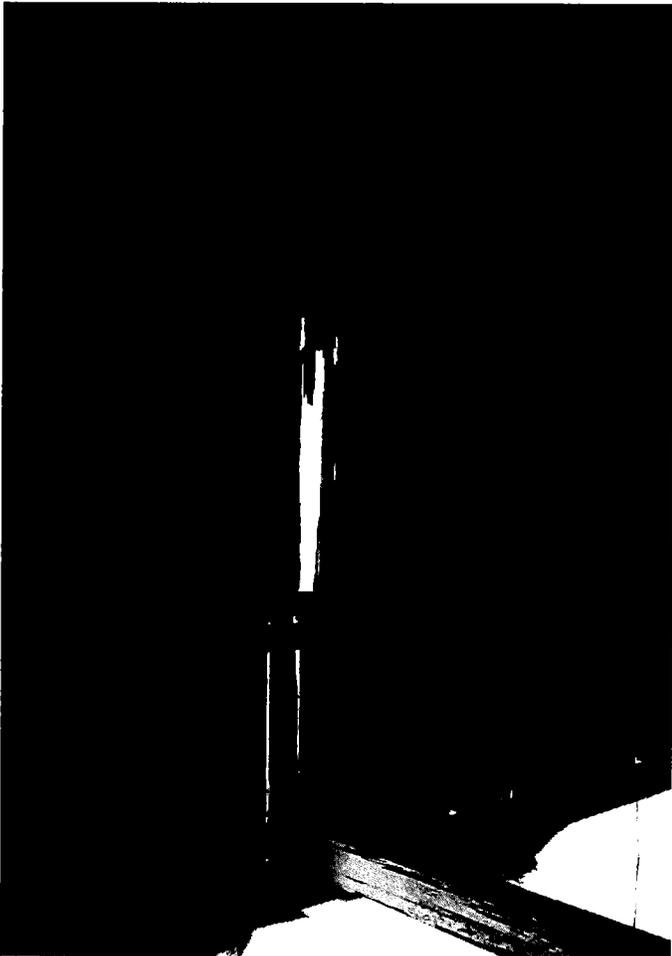
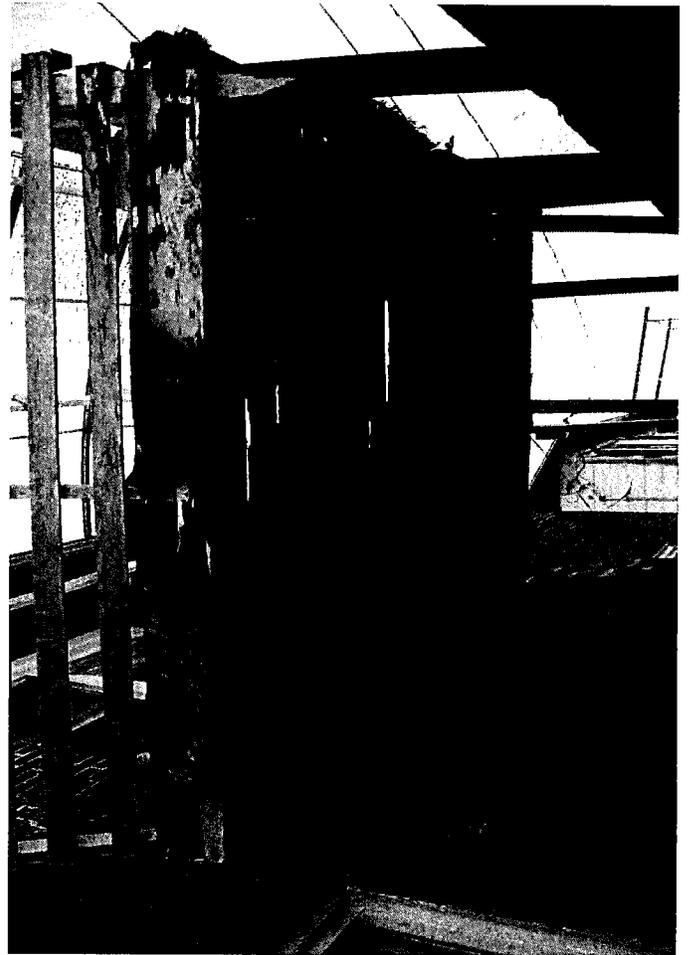
Respectfully submitted,

Chris Jones
Code Enforcement Officer

Enclosures







City of Beloit - 2011 1ST Quarter Treasurers Report

| Fund | Beginning Balance | Revenue | Expense | Ending Balance |
|----------------------------------------|---------------------|---------------------|---------------------|---------------------|
| General | 1,967.58 | 880,718.37 | 557,890.89 | 324,795.06 |
| Employee Benefit | 8,696.63 | 286,188.34 | 273,145.60 | 21,739.37 |
| Library | 33,179.33 | 92,146.04 | 87,939.74 | 37,385.63 |
| Special Parks and Recreation | 29,495.52 | 3,574.00 | 16,763.80 | 16,305.72 |
| Equipment Reserve | 350,385.21 | 9,999.99 | | 360,385.20 |
| Special Highway | 40,050.52 | 25,357.74 | 22,900.78 | 42,507.48 |
| Economic Development | 1,060.11 | 29,351.96 | 23,636.72 | 6,775.35 |
| Capital Improvement Fund | 187,076.75 | 223,093.83 | 100,848.74 | 309,321.84 |
| Law Enforcement Trust Fund | 1,897.61 | | | 1,897.61 |
| Police Department Capital Reserve Fund | 56,699.91 | | | 56,699.91 |
| CDBG Grant | | | | |
| Sports Complex Grant Fund | | | | |
| Fire Department Capital Reserve Fund | 90,835.99 | | | 90,835.99 |
| Neighborhood Revitalization | 166.74 | | | 166.74 |
| Water Fund | 89,115.44 | 260,634.70 | 259,935.26 | 89,814.88 |
| Water Pollution Treatment | 193,709.05 | 226,492.06 | 252,499.16 | 167,701.95 |
| Electric Utility | 861,306.84 | 1,305,759.16 | 1,327,653.16 | 839,412.84 |
| Refuse | 54,743.73 | 68,560.62 | 67,132.40 | 56,171.95 |
| Elec Plant & Equip Replacement | | | | |
| Water Plant/Equip Replacement | | | | |
| WPC Plant & Equipment Replacement | 58,339.48 | 5,000.01 | | 63,339.49 |
| Cable | 4,403.06 | - | | 4,403.06 |
| Cemetery Endowment | 37,436.97 | 442.28 | | 37,879.25 |
| TOTALS | 2,100,566.47 | 3,417,319.10 | 2,990,346.25 | 2,527,539.32 |

Outstanding Debt: Sewer Plant Loan 936,500.04

Community Development Report

April 2011

North Campus Facility- The North Campus Development Steering Committee made their final recommendations to the Beloit City Council on April 5th. They recommended rezoning the north property along Highway 24 as C-2 (Commercial); the 20 acres just south of that would be rezoned as “mixed use” to allow for multi-family residential and light commercial/office use; the 15 acres to the west of the campus would be rezoned by R-2 (Single Family Residential). The committee recommended the city plat the residential area for development. They also asked the city to gravel access from the campus into the housing area to help in marketing the area for development.

This project continues to attract local interest and prospects from outside our area. I have been contacted by several companies including (3 interested in housing and 2 for retail) When we get further along with zoning and platting the area it would be good to invite these parties to Beloit to look at the property first hand and discuss how they would approach adding and paying for infrastructure.

Work continues on the law enforcement center on the north campus. Several groups continue to look at the administration building. One group has met with the city 5 times but they have pulled back from the idea of leasing the building at this time.

The City Administrator and I have given tours to several groups and local clubs to explain the activity that is taking place on the campus.

Housing- Manske & Associates opened bids for construction of the Beloit Crown Homes project on March 17th. They came in higher than expected. I have spoken with Jay Manske a couple of times within the past few weeks. He assures me they are still moving forward with the project and they are in private contract negotiations for construction of the homes.

Prospective business expansions-

1. **Project Punch-**On April 11th I was contacted by a local service business interested in finding a new location so they may expand. The demand for their service is growing. We discussed several potential locations.
2. **Becker Auto Trailers-**Becker Autos has started a new affiliated business called Becker Auto Trailers. They are selling several types of motorcycle, utility and livestock trailers in conjunction with their auto sales business. They had a ribbon cutting on **April 1st. Success!!!**
3. **Project Polish-** On February 28 I was contacted by a local business person who is interested in expanding their business and has interest in a specific building in downtown Beloit. On **March 9**, I made contact with the person responsible for the building downtown and I have been able to get each party contact information for the other person. On **March 16** I checked back in and the business person who wants to expand has not made contact with the building owner. **April-**The location this person wanted was leased by someone else but may come available again soon.

Prospective new business developments-

1. **Project Bone**-On April 13 I was contacted by a business owner in a neighboring county. He is interested in finding an office location in Beloit. We discussed several existing buildings that are available. He also asked about building something new on the North Campus property.
2. **Clara's Cake's & Pastries**- Clara Watts is opening a new pastry store and coffee shop at the Porter House. Her ribbon cutting is scheduled for April 15 at 4 PM. **Success!!!**
3. **Project Health**-On April 2-I was contacted by a person who recently moved to Beloit from out of state. They are relocating their business here and need to find office space. We discussed several possible locations. They were going to contact the owners of those. They have a production facility in Oklahoma. Sales and shipping will be done from Beloit.
4. **Project Mustard**-On March 1, I was contacted by a local person who is interested in starting a new business. They have their eye on a specific location. They have identified their product. They are working on developing a business plan so they may seek financial assistance. **April-Nothing new to report.**
5. **Project Liquid**- On February 11 I was contacted by a person interested in starting a new retail business in Beloit. This is a retail liquidators/close outs type business. They have locations in Lawrence, Baldwin and Overland Park. On February, 14 I was contacted again. They are currently looking at several locations in Beloit.
On March 14, I visited with the owner of the building they are considering for this business. They are both looking at the idea of doing the business but start up financing is an issue.
April-Nothing new to report
6. **Project Casper**- On February 3 I was contacted by a local person interested in purchasing a lot in the business park. They were provided with the information they requested. **March Update-** This person is looking at purchasing a "half lot" in the business park. Curt and I have discussed pricing for a half lot and I have relayed that information back to the interested party. **April Update-**I have spoken with this person about the pricing for a half lot but nothing new has developed from that conversation at this time.
7. **Project Cart**-Our initial conversation began in December 2010. They picked up in January. This is an existing retail business with multiple locations in north central Kansas. They are considering opening a location in Beloit. As recently as February 11th they have indicated their continuing interest in possibly opening a business in Beloit. (This is the grocery store owner from Belleville, Concordia and Mankato. Dale Twaddell has kept in contact with them and brought them back to the table) **March Update-**I have made several calls to continue this discussion. They have expressed "some" interest in Beloit. **April-**Nothing new to report
8. **Project Racer**-On November 15, I was contacted by a person who had expressed interest in putting a new business in the Solomon Valley Business Park. They first contacted me with this project in Sept. 2008 **NOVEMBER-** I sent them a map of the business park with their lot marked along with a copy of the Business Park zoning regulations. I asked them to get back with me to discuss their intentions.

December 8, 2010-I made a follow up call. **December 16-** I heard back and they are still interested.

(He has been very excited and very interested several times lately but he never follows through with a meeting to discuss details)

January/February-Forwarded information to Curt Frasier to work on a contract for a lot in the business park.

March Update-We have a signed contract for purchasing a lot in the business park. Closing will be on or before March 25.

April Update- We closed on the sale of the lot to Jeff Roberg for his business. He is working on plans for a building this summer. **Success!!!**

9. **Project Volt-** I was first contacted on **September 1**, by a local person who was aware of a business in our region that had expressed interest in relocating to Beloit. I followed up on the information and confirmed the business does have interest in relocating to Beloit.

October- I have been working on providing additional information on our area.

November- We are still working on getting them information. This project will take some time to complete.

December 15-A new packet of information was forwarded and we are working on setting up a schedule to meet to discuss potential locations for this business.

January-Nothing new that I can report. More information will be available in March. We have been told this could create approximately 30 jobs.

March Update- We have been told more information will be available in April.

Other Business Activity:

- SB 198 the Rural Opportunity Zone bill was passed and signed by the Governor
- Two people have called interested in purchasing a local business that is for sale.
- Clara Watts will have a ribbon cutting for her new business on April 15
- Computer Solutions will have a ribbon cutting at their new location on west Main St. on April 20
- The Farm Home & Garden Show was very successful. Public attendance was down slightly but sales were up considerably.

Businesses/Organizations requested information or assistance.

| | Current Month | Current YTD | '10 YTD | '09 YTD |
|-------------------------------|---------------|-------------|---------|---------|
| Expansion Plans | 2 | 3 | 6 | 4 |
| Tax Assistance | 0 | 0 | 0 | 0 |
| Marketing/Planning Assistance | 0 | 0 | 0 | 0 |
| Employment Assistance | 0 | 0 | 1 | 1 |
| New Business Prospect | 3 | 12 | 15 | 7 |

ITEMS FOR COUNCIL DISCUSSION

DATE:

May 3, 2011

TITLE:

WORK SESSION DISCUSSION

DISCUSSION:

Items for discussion at your May 3, 2011 Work Session will include the following:

Verlin Kohlman – Library:

Mr. Kohlman will attend the next meeting to brief the council on the library's board's efforts to compete for a tax credit grant.

Property Maintenance:

The city code officer will discuss the enclosed preliminary draft of a new property maintenance code.

Council Retreat:

I have been exchanging emails with John Divine this week, but we have not scheduled a time for the next council retreat that would include department directors.

COLA Raises:

Enclosed is a wage increase survey that shows how cities and counties across Kansas are compensating employees in 2011. Based on that survey, I recommend that the City of Beloit continue to follow the pay plan adopted in 2010 that raised all employees to a comparable grade and step, but not grant an across the board cost of living increase. I also recommend that the city commit to performing a wage and compensation study every three years. That means we would be due for the next survey in 2012.

Utility Rates:

I will have rate comparisons with other city utilities at the next meeting.

Respectfully submitted,

Glenn Rodden
City Administrator

MINIMUM HOUSING CODE

Section 1. TITLE. This ordinance shall be known as the "Minimum Standard for Housing and Premises Code," and will be referred to herein as "this code."

Section 2. GENERAL. Buildings used in whole or in part as a home or residence of a single family or person and every building used in whole or in part as a home or residence of two or more persons or families living in separate apartments and all premises, either residential or non-residential, shall conform to the requirements of this ordinance.

Section 3. DECLARATION OF POLICY. The governing body declares the purpose of this ordinance is to protect, preserve, and promote the physical and mental health of the people, investigate and control communicable diseases, regulate privately and publicly-owned structures or dwellings, and all premises for the purpose of sanitation and public health and protect the safety of the people and promote the general welfare by legislation which shall be applicable to all dwellings, structures and premises now in existence or hereafter constructed or developed and which legislation:

- (a) Establishes minimum standards for basic equipment and facilities for light, ventilation and heating, for safety from fire, for the use and location and amount of space for human occupancy, and for safe and sanitary maintenance;
- (b) Determines the responsibilities of owners, operators and occupants.
- (c) Provides for the administration and enforcement thereof.

Section 4. DEFINITIONS. The following definitions shall apply to the enforcement of this ordinance:

- (a) Basement shall mean a portion of a building located partly underground, but having less than half its clear floor-to-ceiling height below the average grade of the adjoining ground.
- (b) Cellar shall mean a portion of a building located partly or wholly underground, and having half or more than half of its clear floor-to-ceiling height below the average grade of the adjoining ground.
- (c) Dwelling shall mean any building which is wholly or partly used or intended to be used for living or sleeping by human occupants: provided, that temporary housing hereinafter defined shall not be regarded as a dwelling.
- (d) Dwelling Unit shall mean any room or group of rooms located within a dwelling and forming a single habitable unit with facilities which are used, or intended to be used for living, sleeping, cooking and eating.
- (e) Habitable Dwelling shall mean any structure or part thereof that shall be used as a home or place of abode by one or more persons.
- (f) Habitable Room shall mean a room designed to be used for living, sleeping, eating or cooking purposes, excluding bathrooms, toilet rooms, closets, halls and storage places, or other similar places, not used by persons for extended periods.
- (g) Infestation shall mean the presence, within or around a dwelling, of insects, rodents, or other pests.
- (h) Multiple Dwelling shall mean any dwelling containing more than two dwelling units.
- (i) Occupant shall mean any person, over one year of age, living, sleeping, cooking, or eating in, or having actual possession of, a dwelling unit or rooming unit.
- (j) Operator shall mean any person who has charge, care, owns, or has control of a premise or of a building or structure or part thereof, in which dwelling units or rooming units are let.
- (k) Owner shall mean any person, firm, or corporation, who jointly or severally along with others, shall be in actual possession of, or have charge, care and control of any structure or dwelling unit or premises within the city as owner, employee, or agent of the owner, or as trustee or guardian of

the estate or person of the title holder, and such person shall be deemed and taken to be the owner or owner of such property within the true intent and meaning of this ordinance and shall be bound to comply with the provisions of this ordinance to the same extent as the record owner and notice to any such person shall be deemed and taken to be a good and sufficient notice as if such person or persons were actually the record owner or owner of such property.

(l) Person shall mean and include any individual, firm, corporation, association or partnership.

(m) Plumbing shall mean and include all of the following supplied facilities and equipment: gas or fuel pipes, gas or fuel burning equipment, water pipes, garbage disposal units, waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes-washing machines, catch basins, drains, vents and any other similar supplied fixtures, together with all connections to water, sewer, gas or fuel lines.

(n) Premise shall mean any lot or land area, either residential or non- residential, not covered by a structure and which is subject to a city tax in part or in whole.

(o) Public Officer shall mean the City Code Official and/or his or her designate agent or any certified law enforcement officer acting in their official capacity.

(p) Rooming House shall mean any dwelling, or that part of a dwelling containing one or more rooming units in which space is let by the owner or operator to three or more persons who are not husband and wife, son or daughter, mother or father, or sister or brother of the owner or operator.

(q) Rooming Unit shall mean any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes.

(r) Refuse. For the purpose of this ordinance refuse shall include garbage, and trash.

(1) Garbage shall mean any accumulation of animal, fruit or vegetable waste matter that attends the preparation of, use of, cooking of, delivering of, or storage of meats, fish, fowl, fruit or vegetable.

(2) Trash (Combustible). For the purpose of this ordinance combustible trash shall mean waste consisting of papers, cartons, boxes, barrels, wood and excelsior, tree branches, yard trimmings, wood furniture, bedding and leaves, or any other combustible materials.

(3) Trash (Non-Combustible). For the purpose of this ordinance non- combustible trash shall mean waste consisting of metals, tin cans, glass, crockery, other mineral refuse and ashes and street rubbish and sweepings, dirt, sand, concrete scrap, or any other non-combustible material.

(s) Structure shall mean anything constructed or erected on the ground or attached to something having a location on the ground.

(t) Supplied shall mean paid for, furnished, or provided by or under the control of, the owner or operator.

(u) Temporary Housing shall mean any tent, trailer, or other structure used for human shelter which is designed to be transportable and which is not attached to the ground, house or building or another structure, or to any utilities system on the same premises for more than 30 consecutive days, except when located in a mobile home court duly licensed under laws of the city.

(v) Words - Meanings. Whenever the words "dwelling," "dwelling unit," "rooming house," "rooming unit," "premises," are used in this ordinance, they shall be construed as though they were followed by the words "or any part thereof."

Section 5. DUTY OF OCCUPANT OR OWNER OF OCCUPIED OR UNOCCUPIED BUILDING AND ITS PREMISES OR VACANT PREMISES.

(a) It shall be the duty of the owner of every occupied or unoccupied dwelling, building and premises or vacant premise, including all yards, lawns and courts to keep such property clean and free from any accumulation of filth, rubbish, garbage, or any similar matter as covered by Sections 6 and 7.

(b) It shall be the duty of each occupant of a dwelling unit to keep in clean condition the portion of the property which he or she occupies and of which he or she has exclusive control, to comply with the rules and regulations, to place all garbage and refuse in proper containers. Where care

of the premise is not the responsibility of the occupant then the owner is responsible for violations of this ordinance applicable to the premise.

(c) If receptacles are not provided by the owner, then the occupant shall provide receptacles as may be necessary to contain all garbage and trash.

(d) Every occupant of a dwelling containing a single dwelling unit shall be responsible for the extermination of any insects, rodents or other pests therein or on the premises; and every occupant of a dwelling unit in a dwelling containing more than one dwelling unit shall be responsible for such extermination whenever his or her dwelling unit is the unit primarily infested.

(e) Notwithstanding, the foregoing provisions of this ordinance, whenever infestation is caused by failure of the owner to maintain a dwelling in a vermin proof or reasonable insect-proof condition, extermination shall be the responsibility of the owner and operator.

(f) Whenever infestation exists in two or more of the dwelling units in any dwelling, or in the shared or public parts of any dwelling containing two or more dwelling units, extermination thereof shall be the responsibility of the owner.

Section 6. REGULATIONS FOR THE USE AND OCCUPANCY OF DWELLINGS. No person shall let, rent or lease to another for occupancy any dwelling or dwelling unit, for the purpose of living, sleeping, cooking, or eating therein, which does not comply with the following requirements. The following requirements are hereby declared essential to the health and safety of the occupants of such dwelling or dwelling unit:

(a) Attached Garages or Non-dwelling Areas. All non-dwelling occupancies shall be separated from the dwelling unit by a fire resistant wall and if the dwelling and garage are covered by a common or connecting roof, then the ceiling also must have a fire resistance rating of not less than one hour as defined in the building code.

(b) Basement or Cellar. The basement or cellar of any dwelling shall be reasonably dry and ventilated and shall be kept free from rubbish accumulation.

(c) Basement Dwelling Units. The use of basements or cellars for dwelling units is prohibited unless they comply with Section 6(r) governing ventilation, provided however, if occupied at the time of the passage of this ordinance and if it complies with all other provisions of this ordinance, the public officer may approve less than the required windows, if in his or her opinion, the window area is not detrimental to the occupants.

(d) Bathing Facilities. Every dwelling unit shall contain within a room which affords privacy to a person in the room, a bathtub or shower in good working condition and properly connected to an approved water and sewer system.

(e) Boarding and Rooming Houses. No room shall be used for sleeping purposes unless the ceiling height is at least seven feet and there are at least 400 cubic feet of air space for each occupant over six years of age. For sleeping rooms with sloping ceilings, the ceiling height shall be at least seven feet over at least 50 percent of the floor area.

(1) Bathing facilities shall be provided in the form of a tub or shower for each eight occupants. Separate facilities shall be provided for each sex and plainly marked.

(2) A flush water closet shall be provided for each six occupants and shall be separated with the separate access from bathing facilities if more than four occupants are served by each. Separate facilities shall be provided for each sex and shall be plainly marked.

(f) Drainage. All courts, yards or other areas on the premises of any dwelling shall be so graded and drained that there is no pooling of the water thereon. Properly constructed wading and swimming pools and fish ponds are exempted from this ordinance.

(g) Entrances. (1) For each dwelling unit, there shall be a normally used separate access either to a hallway, stairway, or street, which is safe and in good repair.

(2) A secondary exit to the ground, through windows, porch roofs, ladders or any combination thereof that is free of hazard or egress, shall be available in case of fire.

(h) Floor Area. Every dwelling unit shall contain at least 150 square feet of floor space for the first

occupant thereof and at least 100 additional square feet of floor space for every additional occupant thereof. The floor space shall be calculated on the basis of room area utilizing inside measurements. No floor space shall be included in determining habitable room area over which the ceiling is less than seven feet above the floor for the purpose of this subsection.

(i) Garbage and Trash Receptacles. Every dwelling and every dwelling unit shall be provided with such receptacles, not exceeding 32 gallon capacity, as may be necessary to contain all garbage and trash and such receptacles shall at all times be maintained in good repair.

(j) Heating. Every dwelling and every dwelling unit shall be so constructed, insulated, and maintained and be provided by owner or occupant with heating units so that it is capable of reaching an air temperature of 70 degrees Fahrenheit under ordinary winter conditions. The chimney of the dwelling or dwelling unit shall be maintained in good order, and the owner of the approved heating equipment shall maintain it in good order and repair.

(k) Kitchen Sink. In every dwelling unit containing two or more rooms, there shall be at least one kitchen sink with public water under pressure and connected to the public sewer, or if that sewer system is not available, to a sewage disposal system approved by the city health department.

(l) Lavatory Facilities. Every dwelling unit shall contain within its walls a lavatory basin in good working condition and properly connected to an approved water and sewer system and located in the same room as the required flush water closet or as near to the room as practicable.

(m) Lighting. Every habitable room shall have a ceiling electric outlet and a duplex outlet in wall or floor, or at least two wall or floor outlets.

(n) Lighting of Toilets and Bathrooms. Every toilet and every bathroom in every dwelling shall have at least one electric light in either the ceiling or on the wall.

(o) Plumbing. All plumbing, water closets and other plumbing fixtures in every dwelling or dwelling unit shall be maintained in good working order.

(p) Toilet Facilities. There shall be at least one flush water closet in good working condition for each dwelling unit, which flush water closet shall be located within the dwelling and in a room which affords privacy.

(r) Ventilation. Every habitable room in a dwelling or dwelling unit shall contain a window or windows that open directly to the outside air and the total area of such window or windows shall be not less than five percent of the floor area of such room. An approved system of mechanical ventilation or air conditioning may be used in lieu of operational windows. Such system must be in proper working order.

(s) Water Heating Facilities. Every dwelling shall have supplied water heating facilities which are installed in an approved manner and are maintained and operated in a safe and good working condition and are properly connected with the hot water lines to the kitchen sink, lavatory and bathtub or shower.

(t) Windows and Doors. Every window and exterior door shall be reasonably weather-tight, lockable, and rodent-proof and shall be kept in good working condition and good repair.

Section 7. MAINTENANCE AND REPAIR; DWELLINGS. Every dwelling and every part thereof shall be maintained in good repair by the owner or agent and be fit for human habitation. The roof shall be maintained so as not to leak and all rainwater shall be drained therefrom so as not to cause dampness in the walls or ceilings. All floors, stairways, doors, porches, windows, skylights, chimneys, toilets, sinks, walls, and ceilings shall be kept in good repair and usable condition.

Section 8. INSPECTION OF RENTAL BUILDINGS AND STRUCTURES, AND PREMISES.

(a) For the Purpose of Determining Compliance with the provisions of this ordinance, the public Code Enforcement Officer or his or her authorized representative is hereby authorized to make one annual inspection or an additional inspection upon changing of occupants of any designated rental unit within the City of Beloit to determine the condition, use, and occupancy of the dwelling, dwelling unit, rooming unit, and the premise upon which the same are located. This requirement

is applicable to existing dwellings or buildings.

(b) The Owner, Operator, and Occupant of every rental dwelling, dwelling unit, and rooming unit shall give the Code Enforcement Officer, or his or her authorized representative, during reasonable hours, free access to such rental dwelling, dwelling unit, and rooming unit, and its premises, for the purpose of such inspection, examination and survey after identification by proper credentials.

(d) Every Occupant of a rental dwelling shall give the owner thereof, or his or her authorized agent or employee, access to any part of such dwelling, or its premises, at all reasonable times, for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this ordinance or with any rule or regulation adopted and promulgated, or any order issued pursuant to the provisions of this ordinance.

Section 9. ORDER OF VIOLATION. (a) The governing body shall serve upon the occupant, owner, any agent of the owner of the property or any other person, corporation, partnership or association found by the code officer to be in violation of Section 5, 6 and/or 7 an order stating the violation. The order shall be served on the occupant, owner or agent of such property by certified mail, return receipt requested, or by personal service. If the property is unoccupied and the owner is a nonresident, then by mailing the order by certified mail, return receipt requested, to the last known address of the owner.

(b) If the occupant, owner or the agent of the owner of the property has failed to accept delivery or otherwise failed to effectuate receipt of a notice or order sent pursuant to this section during the preceding twenty-four month period, the governing body of the city may provide notice of the issuance of any further orders to abate the violations from such property or provide notice of the order by such methods including, but not limited to, door hangers, conspicuously posting notice of such order on the property, personal notification, telephone communication or first class mail. If the property is unoccupied and the owner is a nonresident, notice provided by this section shall be given by telephone communication or first class mail. (K.S.A. 12-1617e)

Section 10. SAME; CONTENTS. The order shall state the condition(s) which is (are) in violation of Section 5, 6 and/or 7. The notice shall also inform the person, corporation, partnership or association that

(a) He, she or they shall have 60 days from receipt of the order to abate the condition(s) in violation of Section 5, 6 and/or 7; or

(b) He, she or they have 10 days from receipt of the order to request a hearing before the governing body or its designated representative of the matter as provided by Section 13;

(c) Failure to abate the condition(s) or to request a hearing within the time allowed may result in prosecution as provided by Section 11 and/or abatement of the condition(s) by the city as provided by Section 12.

Section 11. FAILURE TO COMPLY; PENALTY. Should the person fail to comply with the notice to abate the violation(s) or request a hearing, the code officer may file a complaint in the municipal court of the city against such person and upon conviction of any violation of provisions of Section 5 and/or 6, be fined in an amount no less than \$100.00 nor more than \$1,000.00 or be imprisoned not to exceed 30 days or be both fined and imprisoned. Each day during or on which a violation occurs or continues after notice has been served shall constitute an additional or separate offense.

Section 12. ABATEMENT. In addition to, or as an alternative to prosecution as provided in Section 11, the code officer may seek to remedy violations of this ordinance in the following manner. If a person to whom an order has been sent pursuant to Section 9 has neither alleviated the conditions causing the alleged violation or requested a hearing before the governing body

within the time period specified in Section 10, the public officer may present a resolution to the governing body for adoption authorizing the code officer or other agents of the city to abate the conditions causing the violation at the end of 10 days after passage of the resolution.

The resolution shall further provide that the costs incurred by the city shall be charged against the lot or parcel of ground on which the violation(s) was located as provided in Section 14. A copy of the resolution shall be served upon the person in violation in one of the following ways:

- (a) Personal service upon the person in violation;
- (b) Service by certified mail, return receipt requested; or
- (c) In the event the whereabouts of such person are unknown and the same cannot be ascertained in the exercise of reasonable diligence, an affidavit to that effect shall be made by the code officer and filed with the city clerk, and the serving of the resolution shall be made by publishing the same once each week for two consecutive weeks in the official city newspaper and by posting a copy of the resolution on the premises where such condition exists.
- (d) If the occupant, owner or the agent of the owner of the property has failed to accept delivery or otherwise failed to effectuate receipt of a notice or order sent pursuant to this section during the preceding twenty-four month period, the governing body of the city may provide notice of the issuance of any further orders to abate or remove a nuisance from such property or provide notice of the order by such methods including, but not limited to, door hangers, conspicuously posting notice of such order on the property, personal notification, telephone communication or first class mail. If the property is unoccupied and the owner is a nonresident, notice provided by this section shall be given by telephone communication or first class mail

Section 13. HEARING. If a hearing is requested within the 10 day period as provided in Section 10, such request shall be made in writing to the governing body. Failure to make a timely request for a hearing shall constitute a waiver of the person's right to contest the findings of the public officer. The hearing shall be held by the governing body or its designated representative as soon as possible after the filing of the request therefore, and the person shall be advised by the city of the time and place of the hearing at least five days in advance thereof. At any such hearing, the person may be represented by counsel, and the person and the city may introduce such witnesses and evidence as is deemed necessary and proper by the governing body or its designated representative. The hearing need not be conducted according to the formal rules of evidence. Upon conclusion of the hearing, the findings of the governing body or its designated representative shall be prepared in resolution form, adopted by the governing body, and the resolution shall be served upon the person in the matter provided in Section 10.

Section 14. COSTS ASSESSED. If the city abates or removes the violations pursuant to section 12, the city shall give notice to the occupant, owner or his or her agent by certified mail, return receipt requested, of the total cost of the abatement or removal incurred by the city. The notice shall also state that the payment is due within 30 days following receipt of the notice. The city also may recover the cost of providing notice, including any postage, required by this section. The notice shall also state that if the cost of the repair or abatement is not paid within the 30-day period, the cost of the abatement or repair shall be collected in the manner provided by K.S.A. 12-1,115, and amendments thereto, or shall be assessed as special assessments and charged against the lot or parcel of land on which the violation was located and the city clerk, at the time of certifying other city taxes, shall certify the unpaid portion of the costs and the county clerk shall extend the same on the tax rolls of the county against such lot or parcel of land and it shall be collected by the county treasurer and paid to the city as other city taxes are collected and paid. The city may pursue collection both by levying a special assessment and in the manner provided by K.S.A. 12-1,115, and amendments thereto, but only until the full cost and applicable interest has been paid in full.

This Ordinance shall become in full force and effect from and after its adoption and publication as provided by law.

| City | Proposed Mill Levy | Reason for Mill Levy Increase | Assessed Value | Proposed Pay Raises |
|----------------|------------------------------------------------------------------|---------------------------------------------|-------------------------|----------------------------------------------------------|
| Andover | 2.884 Mill Increase IF 1% Sales Tax doesn't pass; Flat otherwise | New City Hall debt service | Increase 0.8% | No merit or COLA, but Step System & Longevity are funded |
| Arkansas City | | | Decrease 1.5% | Increase 1% |
| Atchison | 4.228 Mill Decrease (Offset with Franchise Tax increase) | | | Increase 2% |
| Augusta | 1.226 or 1.881 Mill Increase (Two Options) | Firetruck purchase; 2011 pay raises | Flat | Merit 2% |
| Baldwin City | 1.895 Mill Increase | Pay Increased Debt Service | | |
| Barton County | 1.00 Mill Decrease | | | |
| Beloit | 2.00 Mill Increase | | Increase 2.6% | Increase 2% |
| Bonner Springs | 0.0974 Mill Increase | Difference in lost rev. from valuation dec. | Decrease 5% | |
| Butler County | 0.523 Mill Decrease | | | |
| Chanute | 0 - 1.00 Mill Decrease | | | |
| Cheney | 2.00 Mill Decrease | | | |
| Cherryvale | Flat | | | |
| Clearwater | 3.25 to 4.25 Mill Increase | Make up for no increases past decade | Decrease 1.25% | 3% Increase (negated by increase in health insurance) |
| Coffeyville | Flat | | | |
| Derby | | | Increase | 2% General Increase; 3% Merit Pool |
| De Soto | 0 - 0.83 Mill Increase | | | |
| Douglas County | 2.90 Mill Increase | | | |
| Edwardsville | 2.00 Mill Increase | | Decrease 5.28% | |
| Ellinwood | Flat | | Increase 1.4% | No raise |
| Ellsworth | Flat | | Increase 1.3% | Increase 2% |
| Emporia | No Increase | | Decrease 3.5% (approx.) | Merit 2.5% |
| Eudora | 1.00 - 2.00 Mill Increase | | Decrease 1% | Increase 1.5% |
| Eureka | 0.104 Mill Increase | | | Increase 1.5% |
| Ford County | Flat | | | |
| Fort Scott | 1.26 Mill Increase | | Decrease 2.5% | |
| Fredonia | 1.2% Decrease | | Decrease 0.6% | |
| Gardner | 4.50 Mill Increase | Pay for Bond and Interest | | |
| Garden City | 1.00 Mill Increase | | | Increase 0-4% |
| Girard | 1.497 Mill Increase | | | |
| Goddard | 8.00 Mill Increase | | Increase 1.8% | |

| City | Proposed Mill Levy | Reason for Mill Levy Increase | Assessed Value | Proposed Pay Raises |
|---------------|--------------------------------------------------------|---------------------------------------------------------------|------------------------------|----------------------------|
| Goodland | 2.00 Mill Decrease (approx.) | | | |
| Greensburg | Flat | | Increase | |
| Hays | Flat | | Increase 1% | No raise |
| Hesston | 0.40 Mill Increase | Bond Payment Adjustment | | |
| Hiawatha | Flat or Small Decrease | | | Not likely |
| Hillsboro | 1.563 Mill Increase | | | |
| Hoisington | 2.647 Mill Increase | Council wanted more \$ for Public Safety and Eco. Development | Increase 2% | Increase 2% |
| Holcomb | 1.669 Mill Increase | Improvement Projects | | |
| Hutchinson | Flat | | | |
| Independence | Flat | | | No raise |
| Kingman | Flat | | | |
| Kinsley | 5.10 Mill Decrease | | Increase 8% | |
| Lansing | 1.00 Mill Increase | | | |
| Larned | Flat | | | |
| Lawrence | Flat | | | |
| Lenexa | Flat | | Decrease 15% over past 2 yrs | |
| Lindsborg | 3.00 Mill Decrease | | | |
| Louisburg | | | Decrease 2.1% | Maybe 1% increase |
| Lyons | 2.50 Mill Increase | | | Increase 3-4% |
| Maize | Flat | | | |
| Marysville | 0.161 Mill Increase | | Decrease | |
| McPherson | 2.00 Mill Increase if 1/2 Cent Sales Tax Does not Pass | Contingent on Sales Tax Passing | Decrease .77% | No raise |
| Miami County | Flat | | Decrease 1% | No raise |
| Minneapolis | Flat | | | |
| Mission Hills | Flat | | Increase 1.61% | Increase 2.7% (Bonus Pool) |
| Mulvane | 0.30 Mill Increase | | | Increase 2.5% |
| Neodesha | 0.048 Mill Increase | | Increase 3.5% | Maybe Increase 2-3% |
| Newton | 0.75 Mill Increase | Maintain Current Service Levels | | COLA 2.5% |
| Oakley | | | Increase 2.1% | Increase 2% |
| Olathe | Flat | | | |
| Osage City | 0.87 Mill Increase | Fund Step Increases | Decrease 4.89% | Step increases only |
| Osawatomie | Flat | | Decrease .78% | None planned |

| City | Proposed Mill Levy | Reason for Mill Levy Increase | Assessed Value | Proposed Pay Raises |
|-----------------|---------------------|----------------------------------------|-----------------|-----------------------|
| Ottawa | | | | increase 2 - 2.5% |
| Overland Park | No Increase | | | No raise |
| Paola | | | Decrease 2.3% | No raise |
| Peabody | 0.5 Mill Decrease | | Flat | No raise |
| Prairie Village | 0.69 Mill Increase | | Decrease 1.5% | Increase 3% |
| Rose Hill | | | | 1.5% COLA, 1.5% Merit |
| Sedgwick | 14.00 Mill Increase | New Swimming Pool and 5 major projects | | |
| Seneca | 2.00 Mill Increase | | | |
| Shawnee | Flat | | | |
| Sterling | 0.918 Mill Decrease | | Increase 12.49% | |
| Tonganoxie | 2.10 Mill Increase | | Decrease .51% | Maybe 2.5% increase |
| Topeka | 1.5 Mill Increase | | | |
| Ulysses | Flat | | Increase 2% | Increase 2-4% |
| Wakeeney | Flat | | Increase 4% | No raise |
| Wellington | 0.121 Increase | | | |
| Winfield | Flat | | Decrease | |