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## CITY COUNCIL AGENDA

Tuesday, March 6, 2012

7:00 p.m.

1. CALL TO ORDER

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

2. MAYOR AND COUNCIL REPORTS

3. STAFF REPORTS

- A. City Attorney Report
- B. City Administrator Report

4. PUBLIC COMMENT

- A. Tony Salcido (Pit Bull Ordinance)

5. CONSENT AGENDA

- A. 2/21/2012 City Council Meeting Minutes
- B. Appropriations 3A

6. ORDINANCES

- A. None

7. RESOLUTIONS

- A. None

8. FORMAL ACTIONS

- A. KLINK Agreement
- B. Sludge and Motor Bid
- C. FAA Grant Agreement Amendment
- D. Nitrogen Cabinets

9. CLOSED SESSION

- A. None

10. ADJOURNMENT

### **WORK SESSION AGENDA**

1. CORRESPONDENCE AND STAFF REPORTS

- A. City Attorney Report
- B. City Administrator Report
  - 1. North Campus Rezoning
  - 2. Cooling Tower Project
  - 3. New Pool Project
  - 4. New Library Project
  - 5. Mill Street Project
  - 6. Storm Water System
  - 7. Automated Meter Reading System

2. DISCUSSION ITEMS

- A. Greg Renter – Safe Routes to Schools
- B. Murray McGee – Community Improvement District

3. ADJOURNMENT

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

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

BELOIT CITY COUNCIL MEETING MINUTES  
February 21, 2012

The Beloit City Council met in regular session on February 21, 2012 in the Council Chambers. Mayor Rebecca Koster called the meeting to order at 7:00 p.m. City Council members in attendance were Tom Naasz, Rick Brown, Pat Struble, Matt Otte, Bob Richard, Denis Shumate, Kent Miller, and Frank Delka. Also present were, City Administrator Glenn Rodden, City Attorney Katie Cheney, and City Clerk Amanda Lomax.

Department heads in attendance were Murray McGee, Brenon Odle, Lynn Miller, Mike Haeffele, and Chris Jones.

Mayor Koster gave the invocation and the Pledge of Allegiance was recited.

Mayor Koster wanted to thank Bonnie Steiner for her help with the surveys. Mayor Koster also wanted to thank Mandy Fincham for her work that she has done with the Sunflower Grant. Mayor Koster congratulated the Beloit High School wrestlers that made it to State. Councilor Otte thanked citizens for expressing their opinion on the surveys.

City Administrator Glenn Rodden announced that the Sunflower Walking Trail grant was approved for the walking and biking trail, but have not received the official letter yet.

Public Comment:

David Chase commented about Chief Brenon Odle's response about the Roadside Park illegal activity at the last council meeting. Mr. Chase also brought up considering re-zoning the Roadside Park to a "Park Zone."

The Consent Agenda consisted of February 7, 2011 Council Meeting Minutes, February 14, 2012 Special Council Meeting, and appropriations 2B. A motion was made by Councilor Naasz and seconded by Councilor Delka to approve the Consent Agenda in its entirety. Roll call vote yeas: Naasz, Richard, Shumate, Struble, Miller, Brown, Delka, and Otte. Nays: None.

Resolution 2012-6 Street Improvement on Country Club Drive was presented to Council for approval. A petition was submitted to the City to extend Country Club Drive in the Zimmer Addition. The landowners will pay for the materials for the project and city transportation will provide the labor. A motion was made by Councilor Struble and seconded by Councilor Miller to approve Resolution 2012-6 Street Improvement on Country Club Drive. Roll call vote yeas: Struble, Shumate, Naasz, Delka, Otte, Brown, Miller, and Richard. Nays: None.

Staff is recommending that Council send the plat and rezone recommendation back to the Planning commission based on the survey results. Councilor Richard made a motion to accept the recommended plat and rezone from the Planning Commission but the rest area remain as is; the motion was seconded by Councilor Shumate. Motion carried 5-3. Nays: Naasz, Otte, and Brown.

Staff is recommending that Council approve the Sewer Pipe bid from Municipal Supply, Inc. in the amount of \$4,167.66. The sewer pipe will be used in the Mill Street project this year. A motion was made by Councilor Naasz and seconded by Councilor Delka to approve the Sewer Pipe bid from Municipal Supply, Inc. in the amount of \$4,167.66. Motion Carried 8-0. Nays: None.

Staff is recommending that Council approve the health insurance renewal from Blue Cross Blue Shield in the amount of \$715,000.00 with the employee share of remaining 15%. A motion was made by Councilor Richard and seconded by Councilor Struble to approve the health insurance renewal from Blue Cross Blue Shield in the amount of \$715,000.00 with the employee share of remaining 15%. Motion Carried 8-0. Nays: None.

A motion was made by Councilor Struble and seconded by Councilor Brown to Adjourn the Council Meeting. Motion passed 8-0. The meeting ended at 7:23 p.m.

The work session began at 7:23 p.m. City Council members in attendance were Tom Naasz, Rick Brown, Pat Struble, Matt Otte, Bob Richard, Denis Shumate, Kent Miller, and Frank Delka. Also present were, City Administrator Glenn Rodden, City Attorney Katie Cheney, and City Clerk Amanda Lomax.

Department heads in attendance were Murray McGee, Mike Haeffele, and Chris Jones.

Clark Coco President of the NCK Technical College did a presentation about what the Technical College is doing. Mr. Coco did a slide show presentation of what the college has to offer to the community to build a closer relationship between the college and the City.

Roadside Park rental fees were discussed with Council of charging a \$25.00 fee for renting the park. The Council came to the consensus not to proceed with this fee.

The New Library Project is progressing very well. The Library board wanted to know what would be done with the old building. Council came to the consensus to research the original agreement with the City and Port Family. This will come back at a later date.

City Administrator Glenn Rodden reported on the following: 1. There was a public information meeting that was held February 20<sup>th</sup> about the Mill Street project that will start next month. 2. Cooling Tower project is moving forward but had some soil condition problems and had to pack dirt to remedy the problem. 3. The North Campus house that was sold had a move date in March but the owners can't move the house until April. 4. The waterline project is moving forward. 5. Automated meters are out for bid and bids are due March 2<sup>nd</sup>. 6. NRC has selected us to get funding for the bank erosion at the Chautauqua Park. 7. The pool project is still moving forward.

Council looked over the 2011 4<sup>th</sup> Quarter Treasurer's Report and Library Board Minutes.

Work Session ended 8:16 p.m.

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REBECCA KOSTER, Mayor

ATTEST:

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AMANDA LOMAX, City Clerk

# Accounts Payable Detail Listing

City of Beloit

<b>Vend# Vendor Name</b>									
<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>	<u>Credit</u>
	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>		
<b>8 ACE HARDWARE</b>									
49377	3/8/2012	3/8/2012	39.73		1/30/2012	10286		Posted	
	52-43-6000			410295 saber bit			10.49		0.00
	52-43-6000			410454 brush & sandpaper			3.49		0.00
	52-43-6000			410721 roller packs			7.98		0.00
	52-43-6000			410757 spraypaint			5.99		0.00
	52-43-6000			411388 key, connector			6.99		0.00
	52-43-6000			411455 antifreeze			4.79		0.00
							<u>39.73</u>		<u>0.00</u>
49405	3/8/2012	3/8/2012	103.57		1/30/2012	9156		Posted	
	53-41-6000			410273 WD40, stapler			17.97		0.00
	53-41-6000			410291 shop apron			15.98		0.00
	53-41-6000			410750 utility knife, apron			23.65		0.00
	53-41-6000			410987 batteries			9.99		0.00
	53-41-6000			410990 shovels			35.98		0.00
							<u>103.57</u>		<u>0.00</u>
49426	3/8/2012	3/8/2012	151.58		2/16/2012	9823		Posted	
	10-20-4300			411125 sandpaper			4.29		0.00
	10-20-4300			411139 sandpaper			3.49		0.00
	10-20-4300			411380 white paint			53.98		0.00
	10-20-4300			411381 return paint			0.00		26.99
	10-20-4300			411598 paint & tray liners			111.83		0.00
	10-20-4300			411660 rollers			4.98		0.00
							<u>178.57</u>		<u>26.99</u>
49448	3/8/2012	3/8/2012	115.32		2/7/2012	10405		Posted	
	10-15-7450			410677 paint, latch			16.47		0.00
	10-15-7450			410717 extension drive			9.99		0.00
	10-15-7450			410724 dawn soap			4.49		0.00
	10-15-7450			410753 sockets			38.43		0.00
	10-15-7450			410793 keys			1.00		0.00
	10-15-7450			410845 stencils			15.98		0.00
	10-15-7450			410993 wrenches, shelf brkt			28.96		0.00
							<u>115.32</u>		<u>0.00</u>
49460	3/8/2012	3/8/2012	17.57		2/23/2012	10522		Posted	
	10-11-6000			411450 key ring clip			8.99		0.00
	10-11-6000			411758 great stuff cleaner			8.58		0.00
							<u>17.57</u>		<u>0.00</u>
49490	3/8/2012	3/8/2012	206.44		2/1/2012	9728		Posted	
	51-41-7450			410374 replacement tools			98.22		0.00
	51-41-7450			410637 replacement tools			39.97		0.00
	51-41-6000			411644 mini hook			14.28		0.00
	51-41-6000			411623 resin kit			18.49		0.00
	51-41-6000			410840 sweep & broom			35.48		0.00
							<u>206.44</u>		<u>0.00</u>
49492	3/8/2012	3/8/2012	22.49	411640	2/28/2012	11651		Posted	
	10-13-6000			hardware, keys & cleaner			22.49		0.00
<b>9 ACKERMAN SUPPLY</b>									
49386	3/8/2012	3/8/2012	149.27	212111	2/10/2012	10284		Posted	
	52-43-6000			bib overalls & coat			149.27		0.00
49432	3/8/2012	3/8/2012	199.60	212456	2/27/2012	9815		Posted	
	10-19-6170			salt blocks for boiler			199.60		0.00
49434	3/8/2012	3/8/2012	5.98	212158	2/13/2012	10404		Posted	
	10-15-4310			quick link			5.98		0.00
49477	3/8/2012	3/8/2012	8.98	212425	2/24/2012	8941		Posted	
	53-43-6130			SPRAY PAINT			8.98		0.00
<b>11 ADVANCE INSURANCE COMPANY</b>									
49489	3/8/2012	3/8/2012	633.98		3/1/2012	10549		Posted	
	21-00-2100			March 2012 Life Insurance			633.98		0.00
<b>767 AIRGAS MID SOUTH INC</b>									
49470	3/8/2012	3/8/2012	324.16		2/20/2012	8943		Posted	
	53-43-3000			9900657164 BOTTLE RENTAL			74.40		0.00
	53-43-3000			9900633846 BOTTLE RENTAL			67.00		0.00
	53-43-3000			9004305247 BOTTLE RENTAL			182.76		0.00
							<u>324.16</u>		<u>0.00</u>

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	<u>Account#</u>	<u>Work Order</u>				<u>Description</u>			<u>Debit</u>		<u>Credit</u>
21	<b>ALCO-DUCKWALL STORES INC (continued)</b>										
49409	3/8/2012	3/8/2012	34.72	221-07665	2/22/2012	10516			34.72	Posted	0.00
	10-11-6000			supplies							
49494	3/8/2012	3/8/2012	8.98	221-07685	2/25/2012	11653			8.98	Posted	0.00
	10-13-4310			motor oil							
813	<b>AMERIPRIDE SERVICES INC.</b>										
49449	3/8/2012	3/8/2012	54.81	2300124404	2/10/2012	10403			54.81	Posted	0.00
	10-15-6000			red rags & rugs							
37	<b>APPA</b>										
49511	3/8/2012	3/8/2012	2,248.38	212269	1/23/2012	10556			2,248.38	Posted	0.00
	53-41-5410			APPA DUES							
2460	<b>ARTSHIRT, INC</b>										
49498	3/8/2012	3/8/2012	386.66	19627	1/26/2012	11658			386.66	Posted	0.00
	10-13-2911			uniforms for PD							
2032	<b>AT&amp;T</b>										
49497	3/8/2012	3/8/2012	80.00	08900759485827	2/13/2012	11657			80.00	Posted	0.00
	10-13-5310			LEC phone service							
1414	<b>AT&amp;T LONG DISTANCE</b>										
49394	3/8/2012	3/8/2012	4.34	836515105	2/13/2012	10518			4.34	Posted	0.00
	10-20-5310			Cemetery BAN Long Distance Acct							
54	<b>BARCO MUNICIPAL PRODUCTS INC</b>										
49404	3/8/2012	3/8/2012	41.46	IN-200082	2/21/2012	10290			41.46	Posted	0.00
	51-43-7440			fiberglass ribs							
77	<b>BELOIT READY MIX</b>										
49467	3/8/2012	3/8/2012	153.00	243714	3/1/2012	10548			153.00	Posted	0.00
	25-00-6150			CONCRETE							
49483	3/8/2012	3/8/2012	543.50	243715	3/1/2012	8944			543.50	Posted	0.00
	53-43-6150			concrete							
80	<b>BELOIT TYPEWRITER EXCHANGE</b>										
49380	3/8/2012	3/8/2012	293.15		2/17/2012	10517				Posted	
	10-11-6110			442918 labels					25.76		0.00
	10-11-6110			442883 index cards					2.50		0.00
	10-11-6110			442909 pads					50.40		0.00
	10-11-6110			442911 printer ink					52.01		0.00
	10-11-6110			442928 file polders/post-its					69.81		0.00
	10-11-6110			442959 file folders					92.67		0.00
									293.15		0.00
49514	3/8/2012	3/8/2012	14.95	442980	3/1/2012	8945			14.95	Posted	0.00
	53-43-6110			typewriter ribbon							
88	<b>BLUE CROSS &amp; BLUE SHIELD INSURANCE</b>										
49488	3/8/2012	3/8/2012	61,715.17		3/1/2012	10550			61,715.17	Posted	0.00
	21-00-2100			March 2012 Insurance							
91	<b>BOETTCHER SUPPLY INC</b>										
49370	3/8/2012	3/8/2012	59.25	727837-1	2/28/2012	10531			59.25	Posted	0.00
	10-14-4300			wiring to repair overhead door							
49395	3/8/2012	3/8/2012	485.65		1/26/2012	9157				Posted	
	53-41-4360			724159-1 rubber cables					374.53		0.00
	53-41-4360			724229-1 rubber cables					68.10		0.00
	53-41-4360			723212-1 6V cell battery					34.08		0.00
	53-41-4360			724539-1 toggle switch					8.94		0.00
									485.65		0.00
49430	3/8/2012	3/8/2012	81.05	727006-1	2/21/2012	9817			81.05	Posted	0.00
	10-19-6000			steet light for N Campus							
49450	3/8/2012	3/8/2012	117.70		2/8/2012	10401				Posted	
	10-22-4300			725560-1 4' hydrant					77.46		0.00
	10-22-4300			725781 receptacle plates, covers					40.24		0.00
									117.70		0.00
49474	3/8/2012	3/8/2012	134.07	727007-1	2/21/2012	8938			134.07	Posted	0.00
	53-43-6000			PAIL OF CLEARGLIDE							

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1041	<b>BOGGS INC (continued)</b>									
49478	3/8/2012	3/8/2012	330.00	16754	2/20/2012	8935				Posted
	53-43-6000			(200) SPLIT BOLT-3 WIRE				330.00		0.00
2464	<b>BRENON ODLE</b>									
49418	3/8/2012	3/8/2012	144.79		2/18/2012	10530				Posted
	10-13-6120			reimburse ammo purchase from Cabela's				144.79		0.00
1258	<b>BUMPER TO BUMPER AUTO PARTS</b>									
49375	3/8/2012	3/8/2012	20.16	571981	2/2/2012	10289				Posted
	52-43-4310			Rust-away				20.16		0.00
49396	3/8/2012	3/8/2012	21.41	573888	2/27/2012	10291				Posted
	51-43-4310			oil additive				21.41		0.00
49431	3/8/2012	3/8/2012	5.61	573770	2/24/2012	9816				Posted
	10-18-4310			oil filter				5.61		0.00
49451	3/8/2012	3/8/2012	362.09		2/6/2012	10400				Posted
	10-15-4310			572229 oil filler cap				3.54		0.00
	10-15-4310			572400 socket holder				23.98		0.00
	10-15-4310			573164 brake rotor/pad/seal				118.87		0.00
	10-15-4310			573170 parts return				0.00		118.87
	10-15-4310			573299 brake rotor, pad, seal, lube				223.71		0.00
	10-15-4310			573972 socket & wrench				17.35		0.00
	10-15-4310			573890 brake pad				93.51		0.00
								480.96		118.87
49473	3/8/2012	3/8/2012	59.84		2/22/2012	8937				Posted
	53-43-4310			573568 RETAINER				3.96		0.00
	53-43-4310			573561 DOOR HANDLE				40.46		0.00
	53-43-4310			573581 DOOR HINGE PIN				15.42		0.00
								59.84		0.00
124	<b>CARRICO IMPLEMENT</b>									
49452	3/8/2012	3/8/2012	30.61		2/2/2012	10398				Posted
	10-15-7450			IA95072 BRG & LOCK				76.74		0.00
	10-15-7450			IA95083 PARTS RETURN				0.00		76.74
	10-15-7450			IA95313 SOCKETS				23.13		0.00
	10-15-7450			IA95334 QUICK COUPLER				4.41		0.00
	10-15-7450			IA96561 BELTING				18.00		0.00
	10-15-7450			IA96564 RETURN CREDIT				0.00		28.16
	10-15-7450			IA96565 CLEVIS				13.23		0.00
								135.51		104.90
126	<b>CATLIN'S FRIENDLY IGA</b>									
49472	3/8/2012	3/8/2012	13.84	7167	2/29/2012	8942				Posted
	53-43-6000			BOTTLES WATER				13.84		0.00
49484	3/8/2012	3/8/2012	53.76	7012	2/23/2012	9729				Posted
	51-41-6000			lab & cleaning supplies				53.76		0.00
49493	3/8/2012	3/8/2012	4.60		2/20/2012	11652				Posted
	10-13-6000			5422 water refill				1.70		0.00
	10-13-6000			9139 water refill				2.90		0.00
								4.60		0.00
1090	<b>CENTRAL NATIONAL BANK</b>									
49510	3/8/2012	3/8/2012	35.00	270000303	2/24/2012	10557				Posted
	10-11-3000			safe deposit box rental				35.00		0.00
2418	<b>LAW OFFICE OF KATIE J CHENEY</b>									
49486	3/8/2012	3/8/2012	17.45	105	2/29/2012	10552				Posted
	10-11-3000			Feb 2012 expenses				17.45		0.00
158	<b>COMPUTER SOLUTIONS INC</b>									
49412	3/8/2012	3/8/2012	235.60	144374	2/27/2012	9727				Posted
	51-41-6110			printer ink				117.80		0.00
	52-41-6110			printer ink				117.80		0.00
								235.60		0.00
2468	<b>CONTROLLED FORCE</b>									
49506	3/8/2012	3/8/2012	600.00	5424	2/17/2012	11656				Posted
	10-13-2400			First Official Response Course				600.00		0.00

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1358	<b>CUNNINGHAM TELEPHONE &amp; CABLE CO (continued)</b>								
49519	3/8/2012	3/8/2012	99.19	13609	3/1/2012	10566			Posted
	51-43-5310				Systems Op phone service			32.73	0.00
	52-43-5310				Systems Op phone service			32.73	0.00
	53-43-5310				Systems Op phone service			33.73	0.00
								99.19	0.00
49520	3/8/2012	3/8/2012	204.75	13094	3/1/2012	10565		204.75	Posted 0.00
	10-18-5310				Parks & Rec phone service				0.00
49521	3/8/2012	3/8/2012	173.09	13610	3/1/2012	10564		173.09	Posted 0.00
	10-22-5310				Airport phone service				0.00
49522	3/8/2012	3/8/2012	213.06	12754	3/1/2012	10563		127.84	Posted 0.00
	53-41-5310				Plants phone service			85.22	0.00
	51-41-5310				Plants phone service			213.06	0.00
49523	3/8/2012	3/8/2012	59.92	12334	3/1/2012	10562		59.92	Posted 0.00
	10-14-5310				Fire Dept phone service				0.00
49524	3/8/2012	3/8/2012	182.35	11856	3/1/2012	10561		182.35	Posted 0.00
	10-13-5310				Police dept phone service				0.00
49525	3/8/2012	3/8/2012	253.33	11854	3/1/2012	10560		253.33	Posted 0.00
	10-11-5310				Admin phone service				0.00
49526	3/8/2012	3/8/2012	58.86	3362	3/1/2012	10559		58.86	Posted 0.00
	10-15-5310				Transportation phone service				0.00
2467	<b>JACLYN DEWEY</b>								
49507	3/8/2012	3/8/2012	350.00		2/14/2012	9814		350.00	Posted 0.00
	10-17-6800				PRU-Dinner & Dance instructor				0.00
193	<b>DOLLAR GENERAL STORE-MSC-410526</b>								
49413	3/8/2012	3/8/2012	27.25	1000077577	2/29/2012	10544		27.25	Posted 0.00
	10-11-6000				office supplies				0.00
208	<b>HENRY EILERT</b>								
49406	3/8/2012	3/8/2012	90.00		2/22/2012	9158		90.00	Posted 0.00
	53-41-2911				employee boot reimbursement				0.00
2439	<b>BRYAN ELLIS</b>								
49495	3/8/2012	3/8/2012	49.64		3/1/2012	11654		49.64	Posted 0.00
	10-13-6120				ammo from KLETC reimbursement				0.00
2188	<b>EMERGENCY FIRE EQUIPMENT INC</b>								
49411	3/8/2012	3/8/2012	46.38	23798	2/23/2012	10536		46.38	Posted 0.00
	10-14-4330				fire equipment repair nozzle				0.00
222	<b>FARMWAY COOP INC.</b>								
49453	3/8/2012	3/8/2012	82.38	7539	2/2/2012	10402		82.38	Posted 0.00
	25-00-6260				DIESEL FUEL				0.00
844	<b>FAUSER OIL COMPANY</b>								
49407	3/8/2012	3/8/2012	23,022.58	87613	1/9/2012	9125		23,022.58	Posted 0.00
	53-41-6260				unleaded fuel for power plant				0.00
49408	3/8/2012	3/8/2012	1,512.50		12/31/2011	9159		1,512.50	Posted 0.00
	53-41-4360				Field & FLeet Diesel fuel additive				0.00
2300	<b>MANDY FINCHAM</b>								
49516	3/8/2012	3/8/2012	60.00		3/2/2012	10570		60.00	Posted 0.00
	10-17-6800				Dinner/Dance refund				0.00
387	<b>FLEX ONE-AFLAC</b>								
49384	3/8/2012	3/8/2012	198.00		1/17/2012	10523		104.50	Posted 0.00
	10-11-3000				127260ER Employee Flex Benefits-AFLAC			93.50	0.00
	10-11-3000				172388ER Employee Flex Benefits-AFLAC			198.00	0.00
427	<b>FOLEY EQUIPMENT INC</b>								
49466	3/8/2012	3/8/2012	748.64		2/28/2012	10406		303.68	Posted 0.00
	10-15-4330				PCSL1034712 STRIP, SHIM, BRG, SHAF			41.71	0.00
	10-15-4330				PCSL1034713 CYL DAMPER			12.88	0.00
	10-15-4330				PCSL1034714 BRG			390.37	0.00
	10-15-4330				PCSL1034711 CABLE, LINES			748.64	0.00

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236	<b>FOUTS INSURANCE AGENCY INC. (continued)</b>									
49390	3/8/2012	3/8/2012	100.00	140607	2/20/2012	10520				Posted
	10-12-5250			Public Official Bond- Judge Wilson				100.00		0.00
2212	<b>GADES SALES CO INC</b>									
49469	3/8/2012	3/8/2012	295.15	0059065-IN	2/10/2012	8933				Posted
	53-43-4390			12" LED YELLOW LENS				295.15		0.00
1270	<b>GEMPLERS, INC.</b>									
49403	3/8/2012	3/8/2012	38.25	1018505907	2/9/2012	10292				Posted
	51-43-7440			6- A400 GR Lens				38.25		0.00
159	<b>GERALD ZIMMER REAL ESTATE TRUST</b>									
49402	3/8/2012	3/8/2012	100.00		2/28/2012	10535				Posted
	10-11-3000			Appraisal of Port Library Property				100.00		0.00
312	<b>WAYNE HUGGINS</b>									
49429	3/8/2012	3/8/2012	9.00	586654	2/23/2012	9818				Posted
	10-18-6000			Primus Key				9.00		0.00
328	<b>IIMC</b>									
49512	3/8/2012	3/8/2012	135.00		3/1/2012	10555				Posted
	10-11-5410			M Lomax Municipal Clerk Membership				135.00		0.00
321	<b>IKON FINANCIAL SERVICES</b>									
49391	3/8/2012	3/8/2012	649.80	1033326345	2/15/2012	10519				Posted
	10-11-3000			tech support for DocSend unit				649.80		0.00
2466	<b>JASON JOHNSON</b>									
49508	3/8/2012	3/8/2012	20.00		3/1/2012	10569				Posted
	10-17-6800			soccer refund				20.00		0.00
620	<b>CHRIS JONES</b>									
49461	3/8/2012	3/8/2012	371.85		2/24/2012	5928				Posted
	10-11-5800			mileage to Manhattan				105.45		0.00
	10-11-5800			mileage to Overland Park (twice)				266.40		0.00
								<u>371.85</u>		<u>0.00</u>
357	<b>KANSAS DEPARMENT OF REVENUE-WPF</b>									
49485	3/8/2012	3/8/2012	2,582.09		3/1/2012	11251				Ck# 66937 Printed
	51-00-2075			water protection fee				1,332.69		0.00
	51-41-5995			water protection fee				1,249.40		0.00
								<u>2,582.09</u>		<u>0.00</u>
352	<b>KANSAS DEPT OF REVENUE-SALES TAX</b>									
49482	3/8/2012	3/8/2012	13,617.12		3/1/2012	11252				Posted
	53-00-2070			Feb 2012 Sales Tax				10,212.84		0.00
	51-00-2070			Feb 2012 Sales Tax				3,404.28		0.00
								<u>13,617.12</u>		<u>0.00</u>
370	<b>KANSAS ONE CALL SYSTEM INC</b>									
49487	3/8/2012	3/8/2012	50.40	2020157	2/29/2012	10551				Posted
	53-43-3000			LOCATES				16.80		0.00
	51-43-3000			LOCATES				16.80		0.00
	52-43-3000			LOCATES				16.80		0.00
								<u>50.40</u>		<u>0.00</u>
375	<b>KANSAS STATE TREASURER</b>									
49491	3/8/2012	3/8/2012	500.00		3/1/2012	11674				Posted
	10-12-3000			Jan 2012				240.00		0.00
	10-12-3000			Feb 2012				260.00		0.00
								<u>500.00</u>		<u>0.00</u>
486	<b>KDHE-BUREAU OF WATER</b>									
49381	3/8/2012	3/8/2012	95,472.05	C20-1319-01	1/31/2012	7881				Posted
	52-41-4710			semi annual repayment KWPCRLF Projec				79,702.37		0.00
	52-41-4722			semi annual repayment KWPCRLF Projec				15,769.68		0.00
								<u>95,472.05</u>		<u>0.00</u>
1887	<b>KMEA GRDA OPERATING FUND</b>									
49399	3/8/2012	3/8/2012	71,579.82	GRDA-BE-12-03	2/13/2012	9147				Posted
	53-41-6220			GRDA Power supply billing for March 2012				71,579.82		0.00

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556	<b>KMEA WAPA OPERATING FUND (continued)</b>									
49400		3/8/2012	3/8/2012	21,843.32	WAPA-bi-12-02	2/6/2012	9146			Posted
			53-41-6220		WAPA Hydro Power Supply billing for Feb			21,843.32		0.00
389	<b>KOHLER'S GARAGE</b>									
49454		3/8/2012	3/8/2012	35.75	82377	2/19/2012	10397			Posted
			10-15-4310		UJOINT & YOKE			35.75		0.00
394	<b>KRIERS' AUTO PARTS</b>									
49374		3/8/2012	3/8/2012	2.82	100126	2/23/2012	10288			Posted
			52-43-4310		sprakplug			2.82		0.00
49385		3/8/2012	3/8/2012	65.10		2/16/2012	10280			Posted
			52-43-4310		99583 wiper blades			20.18		0.00
			52-43-4310		99655 door handle			44.92		0.00
								65.10		0.00
49455		3/8/2012	3/8/2012	229.41		2/7/2012	10396			Posted
			10-15-4310		98940 BRG			109.95		0.00
			10-15-4310		99368 BATTERY			106.14		0.00
			10-15-4310		99377 CHUCK			13.32		0.00
								229.41		0.00
49476		3/8/2012	3/8/2012	6.06	100146	2/23/2012	8940			Posted
			53-43-4310		MINI LONG LIFE BULB			6.06		0.00
2331	<b>KRISTI ORBIN, KACM TREASURER</b>									
49433		3/8/2012	3/8/2012	50.00		2/29/2012	11673			Posted
			10-12-5410		KACM Membership for Brianne Heiman			50.00		0.00
395	<b>KRIZ-DAVIS CO</b>									
49471		3/8/2012	3/8/2012	1,112.27		2/15/2012	8932			Posted
			53-43-6000		S100349623.001 PIGTAIL CONNECTOR			219.96		0.00
			53-43-6000		S100347559.001 DEADEND SIDE OPENI			401.41		0.00
			53-43-6000		S100347553.001 FUSE LINKS			490.90		0.00
								1,112.27		0.00
2435	<b>LARSON CONSTRUCTION, INC</b>									
49389		3/8/2012	3/8/2012	118,315.33		1/30/2012	10521			Posted
			41-00-8411		Waterline Construction Costs			118,315.33		0.00
1037	<b>LATTIN AVIATION-TRAVIS LATTIN</b>									
49417		3/8/2012	3/8/2012	1,200.00		3/1/2012	10540			Posted
			10-22-3000		airport operation contract			1,200.00		0.00
409	<b>LIGHT &amp; WATER UTILITIES</b>									
49379		3/8/2012	3/8/2012	31,725.55		2/27/2012				Posted
			10-11-6220		ADMIN			3,749.70		0.00
			10-11-6220		ADMIN			51.58		0.00
			10-13-6220		LIGHTS & WATER			51.58		0.00
			51-41-6220		LIGHTS & WATER			51.59		0.00
			10-14-6220		LIGHTS & WATER			256.98		0.00
			10-15-6220		LIGHTS & WATER			532.42		0.00
			10-18-6220		LIGHTS & WATER			1,730.25		0.00
			10-20-6220		LIGHTS & WATER			679.29		0.00
			10-22-6220		LIGHTS & WATER			394.74		0.00
			51-41-6220		LIGHTS & WATER			7,565.88		0.00
			52-41-6220		LIGHTS & WATER			10,522.48		0.00
			53-41-6220		LIGHTS & WATER			65.06		0.00
			51-43-6220		LIGHTS & WATER			266.75		0.00
			52-43-6220		LIGHTS & WATER			266.75		0.00
			53-43-6220		LIGHTS & WATER			266.74		0.00
			51-43-6220		LIGHTS & WATER			30.89		0.00
			52-43-6220		LIGHTS & WATER			30.89		0.00
			53-43-6220		LIGHTS & WATER			30.89		0.00
			10-13-6220		LIGHTS & WATER			30.88		0.00
			53-43-6220		LIGHTS & WATER			58.56		0.00
			10-19-6220		LIGHTS & WATER			5,091.65		0.00
								31,725.55		0.00
2112	<b>LINDE LLC CHARLOTTE NC</b>									
49393		3/8/2012	3/8/2012	432.00	44807637	2/14/2012	9721			Posted
			51-41-6170		bulk liquid carbon dioxide			432.00		0.00

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2407	<b>MAYER EQUIPMENT &amp; SUPPLY, LLC (continued)</b>									
49387		3/8/2012	3/8/2012		169.17	MES12057 throttle cable	2/21/2012	10282	169.17	Posted 0.00
424	<b>MCHENRY ELECTRIC &amp; SUPPLY</b>									
49428		3/8/2012	3/8/2012		113.52	5418 caps & covers for weed eaters	2/7/2012	9821	113.52	Posted 0.00
470	<b>MITCHELL COUNTY SOLID WASTE</b>									
49427		3/8/2012	3/8/2012		33.90	17574 dump fees	2/9/2012	9822	33.90	Posted 0.00
49513		3/8/2012	3/8/2012		5.40	017657 dump fees	2/29/2012	8946	5.40	Posted 0.00
827	<b>NETWORKS PLUS</b>									
49378		3/8/2012	3/8/2012		4,413.91	96696 networking/technical service for LEC networking/technical service for LEC	1/31/2012	10532	2,206.96 2,206.95 4,413.91	Posted 0.00 0.00 0.00
49496		3/8/2012	3/8/2012		915.00	97000 service contract 96791 cable patches	2/15/2012	11655	265.00 650.00 915.00	Posted 0.00 0.00 0.00
2366	<b>OLSSON ASSOCIATES</b>									
49401		3/8/2012	3/8/2012		464.18	169522 Review of RICE permit	2/21/2012	10526	464.18	Posted 0.00
517	<b>PDQ EMERGENCY PRODUCTS</b>									
49503		3/8/2012	3/8/2012		390.24	16103 PD uniform supplies	2/14/2012	11662	390.24	Posted 0.00
1263	<b>PRAIRE FIRE COFFEE ROASTERS</b>									
49456		3/8/2012	3/8/2012		75.80	389036 coffee	2/2/2012	10399	75.80	Posted 0.00
49517		3/8/2012	3/8/2012		82.09	398158 coffee coffee coffee	3/1/2012	8947	27.09 27.09 27.91 82.09	Posted 0.00 0.00 0.00 0.00
2424	<b>PROSSER WILBERT CONSTRUCTION INC</b>									
49518		3/8/2012	3/8/2012		339,568.20	11-032 Project 11-032 Construction costs	2/29/2012	10558	339,568.20	Posted 0.00
2425	<b>PROTOCOL, LLC</b>									
49500		3/8/2012	3/8/2012		364.00	Feb billing for Phone Service	1/25/2012	11659	364.00	Posted 0.00
559	<b>RELIABLE OFFICE SUPPLIES</b>									
49502		3/8/2012	3/8/2012		233.87	CPK17100 office supplies CPP59500 office supplies	2/9/2012	11661	179.89 53.98 233.87	Posted 0.00 0.00 0.00
49504		3/8/2012	3/8/2012		25.39	CPK17101 selfink stamp	2/9/2012	11663	25.39	Posted 0.00
593	<b>SCHNELL &amp; PESTINGER</b>									
49398		3/8/2012	3/8/2012		139.71	59274 ice maker kit	2/10/2012	10294	139.71	Posted 0.00
488	<b>SCHWAB EATON BELOIT</b>									
49388		3/8/2012	3/8/2012		3,050.00	11.041B engineering services	2/16/2012	9723	3,050.00	Posted 0.00
607	<b>SHAMBURG OIL COMPANY</b>									
49397		3/8/2012	3/8/2012		53.00	309638 clear diesel	2/17/2012	10293	53.00	Posted 0.00
49475		3/8/2012	3/8/2012		90.01	310557 CLEAR DIESEL	2/24/2012	8939	90.01	Posted 0.00

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2018	<b>GRANT SNEATH (continued)</b>									
49459			3/8/2012	3/8/2012	44.00		2/29/2012	8928		Posted
			53-43-2400			reimbursement for drivers license/exam			44.00	0.00
626	<b>SOLOMON VALLEY HOME CENTER</b>									
49376			3/8/2012	3/8/2012	75.63		1/30/2012	10287		Posted
			52-43-6000			10273145 paint thinner			8.29	0.00
			52-43-6000			10273447 thinner			49.99	0.00
			52-43-6000			10273563 liners & roller covers			13.86	0.00
			52-43-6000			10273577 trim covers			3.49	0.00
									<u>75.63</u>	<u>0.00</u>
49457			3/8/2012	3/8/2012	1.99	10273494	2/3/2012	10394		Posted
			10-15-4300			Eave vent			1.99	0.00
49499			3/8/2012	3/8/2012	481.06		2/14/2012	10569		Posted
			10-20-4300			10274146 drywall			35.43	0.00
			10-20-4300			10274081 wax extend kit, valve			16.08	0.00
			10-20-4300			10274095 sheetrock			26.33	0.00
			10-20-4300			10274109 sheetrock			0.80	0.00
			10-20-4300			10274103 lumber & concrete bit			90.45	0.00
			10-20-4300			10274202 joint compound			13.99	0.00
			10-20-4300			10274189 scotchbrite pad			6.87	0.00
			10-20-4300			10274167 caulk & blade			16.36	0.00
			10-20-4300			10274350 screws			0.87	0.00
			10-20-4300			10274537 brushes, covers, thinner			49.58	0.00
			10-20-4300			10274561 primer, joint compund, toilet			224.30	0.00
									<u>481.06</u>	<u>0.00</u>
84	<b>ST JOHN'S SCHOOL - CROSSWALK GUARD</b>									
49415			3/8/2012	3/8/2012	95.00		3/1/2012	10542		Posted
			10-13-3000			Feb 2012 Crosswalks (19 days)			95.00	0.00
643	<b>STANION WHSE ELECTRIC COMPANY</b>									
49462			3/8/2012	3/8/2012	970.09		2/23/2012	8929		Posted
			53-43-6000			3103369-00 split bolt connectors			379.74	0.00
			53-43-6000			3116982-01 outdoor terminators			381.62	0.00
			53-43-6000			3117286-01 bolts, wedge clamp, connecto			10.19	0.00
			53-43-6000			3117286-02 botls, wedge clamps			198.54	0.00
									<u>970.09</u>	<u>0.00</u>
49464			3/8/2012	3/8/2012	1,727.21		2/16/2012	8931		Posted
			53-43-6000			3115867-00 cable			1,592.01	0.00
			53-43-6000			3113352-00 T-sockets, self ballast			135.20	0.00
									<u>1,727.21</u>	<u>0.00</u>
49465			3/8/2012	3/8/2012	941.50		2/23/2012	8930		Posted
			53-43-6000			3116982-00 terminators & lugs			279.29	0.00
			53-43-6000			3117286-00 bolts, wedge clamps, connect			184.78	0.00
			53-43-6000			3113352-01 self ballast			477.43	0.00
									<u>941.50</u>	<u>0.00</u>
658	<b>STRUBLE STUDIO</b>									
49515			3/8/2012	3/8/2012	55.00	684282	3/1/2012	10554		Posted
			53-41-3000			Employee of the quarter			55.00	0.00
2465	<b>SUNFLOWER RESTAURANT SUPPLY</b>									
49509			3/8/2012	3/8/2012	7,728.00	0338916-IN	2/28/2012	9819		Posted
			41-00-8410			Concession Equipment for new pool			7,728.00	0.00
673	<b>THOMPSON'S OK TIRE, INC</b>									
49501			3/8/2012	3/8/2012	47.00	1-46204	2/17/2012	11660		Posted
			10-13-4310			flat repair, true rotors			47.00	0.00
674	<b>THOMPSON SUBSCRIPTION SERVICE GROUP</b>									
49410			3/8/2012	3/8/2012	428.50	6080444	3/1/2012	10536		Posted
			10-11-6400			ADA Compliance Guide			428.50	0.00
201	<b>THYSSENKRUPP ELEVATOR</b>									
49414			3/8/2012	3/8/2012	389.00	3000127719	3/1/2012	10543		Posted
			10-11-3000			Elevator Maintenance			389.00	0.00
2462	<b>ULINE</b>									
49420			3/8/2012	3/8/2012	370.37	42503042	2/10/2012	8926		Posted
			53-43-6000			carpet mats, mop kit & towels			370.37	0.00

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<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
			<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
1627	<b>UNITED RENTALS INC (continued)</b>									
49373		3/8/2012	3/8/2012		6,773.80	101519503-001	2/24/2012	10285		Posted
			52-43-7440			shoring supplies for Mill St			6,773.80	0.00
697	<b>USD 273</b>									
49416		3/8/2012	3/8/2012		351.00		3/1/2012	10541		Posted
			10-13-3000			Crosswalks Feb 2012 (18 days)			351.00	0.00
410	<b>UTILITIES</b>									
49372		3/8/2012	3/8/2012		455.78	7346/2467	2/27/2012	10528		Posted
			10-13-6220			City share of Jail utilities			455.78	0.00
2463	<b>UTILITY CONTRACTORS INC</b>									
49419		3/8/2012	3/8/2012		14,207.00		2/16/2012	10533		Posted
			41-00-8412			Construction costs for cooling tower			14,207.00	0.00
2067	<b>VERIZON WIRELESS SERVICES, LLC</b>									
49421		3/8/2012	3/8/2012		111.32	2701800535	2/16/2012	10539		Posted
			51-43-5310			Systems wireless phone service			36.74	0.00
			52-43-5310			Systems wireless phone service			36.74	0.00
			53-43-5310			Systems wireless phone service			37.84	0.00
									111.32	0.00
49422		3/8/2012	3/8/2012		131.26	2701464616	2/16/2012	10538		Posted
			10-11-5310			Admin wireless service			101.36	0.00
			10-20-5310			Cemetery wireless service			29.90	0.00
									131.26	0.00
49423		3/8/2012	3/8/2012		41.87	2701886758	2/16/2012	10537		Posted
			53-41-5310			Powerplant stand-by phone			41.87	0.00
49505		3/8/2012	3/8/2012		108.44	2704595885	2/21/2012	10553		Posted
			26-00-5310			Economic Development Wireless Service			108.44	0.00
2205	<b>BRYAN VOLKEL</b>									
49371		3/8/2012	3/8/2012		51.44		2/15/2012	10529		Posted
			10-13-5800			reimbursement for meal expenses			51.44	0.00
712	<b>WACONDA TRADER</b>									
49463		3/8/2012	3/8/2012		76.40		2/29/2012	10546		Posted
			10-15-5400			employment ad			76.40	0.00
734	<b>WESCO RECEIVABLES CORP</b>									
49392		3/8/2012	3/8/2012		292.41	016213	2/13/2012	8927		Posted
			53-43-6000			meter sockets			292.41	0.00
49479		3/8/2012	3/8/2012		2,355.53		2/17/2012	8934		Posted
			53-43-6000			016526 TEST SWITCH			379.05	0.00
			53-43-6000			016707 TEST SWITCH, VT PACK			1,976.48	0.00
									2,355.53	0.00
1649	<b>WILLOW SPRINGS SERVICES INC</b>									
49468		3/8/2012	3/8/2012		158.40	10676	1/12/2012	10547		Posted
			10-22-4300			PLUMBING REPAIRS @ AIRPORT			158.40	0.00
2288	<b>WILSON &amp; COMPANY</b>									
49383		3/8/2012	3/8/2012		34,837.10		2/13/2012	10524		Posted
			41-00-8412			42288 Professional services			16,337.10	0.00
			41-00-8412			42287 Professional services			18,500.00	0.00
									34,837.10	0.00
1035	<b>BRUCE WILSON</b>									
49382		3/8/2012	3/8/2012		90.00		2/16/2012	10525		Posted
			10-11-3000			bank reconciliation			90.00	0.00
753	<b>WORLD PEST CONTROL</b>									
49458		3/8/2012	3/8/2012		500.00		2/28/2012	10395		Posted
			10-15-4300			termite control			500.00	0.00

# Accounts Payable Detail Listing

City of Beloit

**Vend# Vendor Name**

<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>			<u>Description</u>		<u>Debit</u>	<u>Credit</u>

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882,423.82 140 Non-voided payables listed.

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Report Setup  
AP - Accounts Payable Listing : Vendor Name  
Filter Options  
Starting: 3/8/2012  
Ending: 3/8/2012  
Banks: All  
Payable Status: Posted, Printed, ACH, Recorded, Voided  
All Vendors Selected

## REQUEST FOR COUNCIL ACTION

DATE:	TITLE:		
March 6th, 2012	KLINK 2013 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 enclosed contract between the Kansas Department of Transportation (KDOT) and the City of Beloit.

### FISCAL NOTE:

- Approving this contract will commit the City of Beloit to approximately \$47,680.40. Funding for this project will be included in the FY2013 budget, Capital Improvement Fund, 30-00.

### DISCUSSION:

In June 2011, the City of Beloit applied for a grant through KDOT's Connecting Links (KLINK) resurfacing program. This project will mill and overlay 1,700 feet of asphalt from on K-14 from Hersey to Washington. The total estimated cost of the project is \$190,721. The state's share of this project will be \$143,041 (75%) and the city's share will be \$47,680 (25%). The project will be let for bid in the fall 2012 and we anticipate construction to begin during June 2013.

Respectfully submitted,

Glenn Rodden  
City Administrator

PROJECT NO. 14-62 U-0096-01  
KLINK 1R RESURFACING PROJECT  
CITY OF BELOIT, KANSAS

## A G R E E M E N T

**PARTIES:** **BARBARA W. RANKIN, Acting Secretary of Transportation**, Kansas Department of Transportation (KDOT), hereinafter referred to as the “Secretary,”

**The City of Beloit, Kansas**, hereinafter referred to as the “City,”

**Collectively** referred to as the “Parties.”

**PURPOSE:** The City has applied for and the Secretary has approved a KLINK 1R Resurfacing Project, hereinafter referred to as the "Project." The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City. The City desires to construct a street resurfacing Project on 8<sup>th</sup> Street, a city connecting link for State Highway K-14 in the City. The Secretary desires to enter into an Agreement with the City to participate in the cost of the Project by use of State Highway funds.

### **EFFECTIVE**

**DATE:** The Parties in consideration of the premises and to secure the approval and construction of the Project shall mutually agree to perform in accordance with this Agreement as of the date signed by the Secretary or designee.

### **DEFINITIONS**

City Connecting Link - a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city’s limits and is designated as part of the national system of Interstate and defense highways.

KLINK 1R Resurfacing Program - a city connecting link (KLINK) resurfacing program that is a part of the KDOT Local Partnership Program with cities and counties. The state’s participation in the cost of construction and construction engineering will be seventy-five percent (75%) for cities with a population of less than 10,000 or fifty percent (50%) for cities with a population of 10,000 or greater, up to \$200,000.00 per fiscal year of state funds. The KLINK 1R Resurfacing Program is for contract maintenance only.

Project - mill and overlay, reconstruction, minor patching, joint repair, slurry seal, microsurfacing, and any other pre-approved resurfacing methods for the KLINK 1R Resurfacing Program for K-14 (8<sup>th</sup> Street) from Hersey Avenue to Washington Street

Project Description - the location of the Project from its point of beginning to its ending point, the street resurfacing Project being located as described in the PURPOSE or Project paragraphs above.

Eligible/Participating Bid Items - all bid items that pertain to Project resurfacing and stripping along the connecting link only. The eligible resurfacing may include mill and overlay, reconstruction, minor patching, joint repair, slurry seal, microsurfacing, and any other approved resurfacing methods within the Project roadway. Shoulder resurfacing is participating bid item if a shoulder exists on the city-connecting link. Traffic loop replacement is eligible on the connecting link when milling will destroy the existing loop(s). Installation of a traffic signal video detection system is eligible along the connecting link if the City can demonstrate to the Secretary installation of such a system will be less expensive than replacing and maintaining traffic signal loops. The hauling of millings to one pre-arranged location within the City and minor adjustments of existing manhole rings to match the final surface are participating bid items.

Non-Eligible/Non-Participating Bid Items - roadway resurfacing does not include bridge deck patching, curb and gutter (repair or new construction), storm sewers, construction or repair of driveways or sidewalks, sidewalk ramps, major manhole adjustments or reconstruction of manholes, utility adjustments, adjustment of surveying monuments, any warranty contracts for the Project, mountable or barrier curbed medians, work performed outside the Project termini, work performed outside the city limits, items with unit price changes from the let price (other than items with price adjustment specification in the bid documents) and any other items deemed non-eligible by the Secretary.

Fiscal Year (FY) - the state's fiscal year begins July 1 and ends on June 30 of the following calendar year.

## **TERMS OF AGREEMENT**

### **ARTICLE I**

#### **THE SECRETARY AGREES:**

1. To reimburse the City seventy-five percent (75%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering, but not to exceed \$200,000.00, as the Secretary's total share of the cost to construct the Project. The Secretary shall not be responsible for the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering that exceeds \$266,666.66. The Secretary shall not be responsible for the total actual costs of preliminary engineering, utility adjustments, and items not participating in the KLINK 1R Resurfacing Program.

2. To make such payment to the City as soon as reasonably possible after construction of the Project is completed, after receipt of proper billing, and attestation by a licensed professional engineer employed by the City that the Project was constructed within substantial compliance of the final design plans and specifications.

### **ARTICLE II**

#### **THE CITY AGREES:**

1. The participating Project limits as described in the PURPOSE or Project Description above are on a city connecting link of the State Highway System and is limited to roadway resurfacing along the Project. The Project roadway resurfacing may include all eligible items as defined above.

Roadway resurfacing does not include such non-eligible items as defined above and any other items deemed non-eligible by the Secretary.

2. The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current KLINK 1R Resurfacing Program for this Project.

3. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the City will defend, indemnify, hold harmless, and save the Secretary and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, agents, or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or his or her authorized representatives or employees.

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

5. To prepare or contract to have prepared, the design plans, specifications, and cost estimate (PS&E) for the Project, to let the contract and award the contract to the lowest responsible bidder. The City agrees to construct or have constructed the Project in accordance with the final design plans and specifications; inspect or have inspected the construction; administer the Project; and make the payments due the contractor, including the portion of cost borne by the Secretary. The City shall design the Project or contract to have the Project designed in conformity with the Project's initially programmed fiscal year version of the KLINK 1R Resurfacing Program Guidelines. The City and any consultant retained by the City shall have the sole responsibility for the adequacy and accuracy of the design plans, specifications, and estimates. Any review of these items that may be performed by the Secretary or his or her representatives is not intended to and shall not be construed to be an undertaking of the City's and its consultant's duty to provide adequate and accurate design plans, specifications, and estimates. Such reviews are not done for the benefit of the consultant, the construction contractor, the City, or other political subdivision, nor the traveling public. The Secretary makes no representation, expressed or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, and estimates or any other work performed by the consultant or the City.

6. To follow a schedule for design and development of plans that will allow the Project to be let to contract in the programmed fiscal year, otherwise, the City agrees the Secretary has the right to withdraw his or her participation in the Project.

7. To submit preliminary plans, specifications, and a cost estimate (PPS&E) to the KDOT KLINK Program Manager, Bureau of Local Projects electronically between November 1 and March 1 of the Project's programmed fiscal year. All correspondence must be sent by e-mail. Project PPS&E received later than May 1 of the programmed fiscal year shall require the Project to move into the future fiscal year.

8. The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipelines, meters, and other utilities, publicly or privately owned, which may be necessary for construction of the Project in accordance with the final design plans. The expense of the removal or adjustment of the utilities and encroachments located on public right of way or easement shall be borne by the owner or the City.

9. To prohibit future erection, installation or construction of encroachments either on or above the right of way, and it will not in the future permit the erection of fuel dispensing pumps upon the right of way of the connecting link. The City further agrees it will require any fuel dispensing pumps erected, moved or installed along the connecting link be placed no less than twelve (12) feet back of the right of way line.

10. To adopt all necessary ordinances and/or resolutions and to take such legal steps as may be required to give full effect to the terms of this Agreement.

11. It is understood the City (or the City's consultant) shall determine the manner in which traffic is to be handled during construction in accordance with the latest version, adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD)

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

13. To maintain control of access rights and to prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final design plans, unless prior approval is obtained from the Secretary.

14. The final design plans shall depict the entire KLINK 1R Project location. The eligible/participating bid items shall be shown separated and listed apart from the non-eligible/non-participating bid items on the final design plans, bid documents, and on the detailed billing provided by the City. The City shall have the final design plans signed and sealed by a licensed professional engineer. **The City or the City's consultant shall receive a Final Review of PS&E notice from KDOT stating the final review of the plans, specifications, and estimates (PS&E) is complete before the City can advertise the Project for bid letting. If the City lets the Project to contract prior to receiving the Final Review of PS&E notice from KDOT, the City acknowledges and agrees the funding for Project may be cancelled for the Project.** The City agrees to furnish KDOT an electronic set of final design plans and specifications. The City further agrees the specifications will require the contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

**The City agrees, immediately after the Project is let, to inform the KDOT KLINK Program Manager, Bureau of Local Projects and the KDOT Area Engineer the date the contract is let and the total contract amount.** The City agrees to submit electronically the Bid Tabulations, the Notice of Award, and the Signed Contract Documents (scanned) to the KDOT KLINK Program Manager, Bureau of Local Projects before obtaining a "Notice of Work Starting" from the KDOT Area Engineer. The City shall obtain a "Notice of Work Starting" from the Area Engineer's office prior to

beginning any construction on the Project. **Any work completed prior to receipt of a “Notice of Work Starting” shall be considered ineligible for participation and such costs shall be the responsibility of the City.**

15. With the following: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*)(ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in (a) through (c) in every contract, subcontract or purchase order so they are binding upon such contractor, subcontractor or vendor; (e) a failure to comply with any applicable requirements of (a) through (d) above or if the City is found guilty of any violation by federal or state agencies having enforcement jurisdiction for those Acts, such violation shall constitute a breach of the Agreement; (f) if the Secretary determines the City has violated applicable provisions of ADA, violation shall constitute a breach of the Agreement; (g) if (e) or (f) occurs, the Agreement may be cancelled, terminated or suspended in whole or in part.

16. To require the contractor to pay prevailing wages. The City will incorporate into the construction contract the current general wage decision for the county in which the Project is being constructed. The City may obtain the current wage decision from the KDOT Bureau of Construction and Maintenance website.

17. To provide the construction engineering/inspection necessary to determine substantial compliance with the final design plans, specifications, and this Agreement. The City will require at a minimum all personnel, whether City or consultant to comply with the high visibility apparel requirements of the *KDOT Safety Manual*, Chapter 4, Section 8 Fluorescent Vests. If the City executes an agreement for inspection, the agreement shall contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

18. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary’s representative as needed for a determination of the funding participation in the KLINK 1R Resurfacing Program. The Secretary does not undertake (for the benefit of the City, the contractor, the consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the contractor’s errors, omissions or deviations from the final design plans and specifications.

19. The City upon completion of the Project shall have a licensed professional engineer employed by the City attest in an email to the KDOT Area Engineer and the KLINK Program Manager, Bureau of Local Projects that the Project was completed in substantial compliance with the final design plans and specifications.

20. It will obtain final acceptance of the Project via email from the KDOT Area Engineer.

21. Upon request by the Secretary, to provide the Secretary an accounting of all actual non-participating costs which are paid directly by the City to any party outside of KDOT and costs incurred by the City not to be reimbursed by KDOT for preliminary engineering, utility adjustments, or any

other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

22. It will request payment from the Secretary after the City has paid the contractor in full, and a licensed professional engineer has attested in writing the Project has been completed in conformance with the plans and specifications.

### ARTICLE III

#### THE PARTIES MUTUALLY AGREE:

1. The Project will be constructed within the limits of the existing right of way.
2. The final design plans and specifications are by reference made a part of this Agreement.
3. To participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the City for items considered non-participating, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.
4. The City shall agree to comply with all appropriate state and federal laws and regulations applicable to this Project.
5. Any of the following Project changes require the City to send a formal notice to the Secretary for approval:
  - a. Fiscal year the Project is to be let
  - b. Project length
  - c. Project location
  - d. Project scope

#### **Items b, c, and d require an attached map to scale.**

It is further mutually agreed during construction, the City shall inform the Secretary of any changes in the plans and specifications.

6. The Special Attachment No. 1 attached hereto, pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Agreement.

7. The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

8. If, in the judgment of KDOT, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, KDOT may terminate this Agreement at the end of its current fiscal year. KDOT will participate in all costs approved by KDOT incurred prior to the termination of the Agreement.

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

10. No third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

ATTEST:

THE CITY OF BELOIT, KANSAS

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

\_\_\_\_\_  
MAYOR

(SEAL)

Kansas Department of Transportation  
Barbara W. Rankin, Acting Secretary of Transportation

By: \_\_\_\_\_ (Date)  
Jerome T. Younger, P.E.  
Deputy Secretary and  
State Transportation Engineer

**CONTRACTUAL PROVISIONS ATTACHMENT**

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

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 10-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

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

- 1. Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
- 2. Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
- 3. Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- 4. Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- 5. Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

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

**KANSAS DEPARTMENT OF TRANSPORTATION**

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

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,  
REHABILITATION ACT OF 1973, and any amendments thereto,  
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,  
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,  
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY  
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,  
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

**NOTIFICATION**

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

**CLARIFICATION**

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

**Nondiscrimination Clauses**

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
  - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
  - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
  - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
  - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
  - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

## REQUEST FOR COUNCIL ACTION

DATE:	TITLE:		
March 5, 2012	SLUDGE PUMP BID		
ORIGINATING DEPARTMENT:	TYPE OF ACTION:	<input type="checkbox"/> ORDINANCE	<input type="checkbox"/> RESOLUTION
Waste Water Department		<input checked="" type="checkbox"/> FORMAL ACTION	<input type="checkbox"/> OTHER

### RECOMMENDATION:

I recommend that the Council approve the bid for a sludge pump from JCI Industries.

### FISCAL NOTE:

- The cost of this item is \$ 13,073.00.
- Funding for this type of item is available in line item 51-41-7490 with the current fund balance of \$50,000.00 FY 2012.

### BIDS RECEIVED:

<u>COMPANY</u>	<u>PRICE</u>
Fluid Equipment	\$8,890.00
JCI Industries Inc.	\$13,073.00
Ray Lindsey Inc.	\$13,507.00
Layne-Western	\$31,443.00
Douglas Pump	No Bid
Water Products	No Bid

### DISCUSSION:

See the attached recommendation from the director of the water-wastewater department.

Respectfully submitted,

Glenn Rodden  
City Administrator

215 S. Chestnut  
P O Box 567  
Beloit, Kansas 67420



Tel No (785) 738-2275  
Fax No (785) 738-6401  
beloitplants@nckcn.com

**TO:** Glenn Rodden, City Administrator

**FROM:** Kendal Francis, Director of Water / Wastewater Operations

**RE:** Sludge pump & Motor

**DATE:** February 28, 2012

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We recently requested bids for the purchase of a progressive cavity sludge pump and 3 phase motor that is used to clean sludge from the bottom of the water plant's flocculation basins. We received the following bids.

Contacted Bidders:

1. Fluid Equipment - \$8,890.00
2. JCI Industries Inc. - \$13,073.00
3. Ray Lindsey Inc. - \$13,507.00
4. Layne-Western - \$31,443.00
5. Douglas Pump – No Bid
6. Water Products – No Bid

My staff and I have reviewed the bids. The bid from Fluid Equipment meets the desired specifications for the output capacity of the pump and motor. However, it does not meet critical specifications as to physical configuration of the assembly. Significant changes to existing piping and mounting brackets would need to be made in order to ensure a proper fit. Additionally, I have concerns regarding the reduced cavity size of the pump itself. It is nearly half the size of our existing pump. My experience leads me to believe that with the type of sludge and size of grit that will be pumped, the smaller cavity size will not perform as well or last as long as our current pump.

The pump & motor assembly offered by JCI Industries is an exact replacement of our current assembly, which has performed flawlessly for 18 years. This allows us to make the upgrade without the additional time and expense of piping and mounting changes.

Therefore, I request that we accept the bid from JCI Industries in the amount of \$13,073.00. We have budgeted for this project in line 51-41-7490, in the amount of \$50,000. The fund's current balance is \$50,000.

Thank you for your consideration of this matter.

## REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
March 6th, 2012	Airport Grant Amendment
ORIGINATING DEPARTMENT:	TYPE OF ACTION:
Administration	<input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION
	<input checked="" type="checkbox"/> POLICE ACTION <input type="checkbox"/> OTHER

### RECOMMENDATION:

I recommend that the City approve Amendment Number 1 to Grant Agreement AIP Project Number 3-20-0008-07.

### FISCAL NOTES:

There is no cost for this action.

### DISCUSSION:

The City approved a Grant Agreement with the FAA on June 15th, 2010 ("07 Grant") to acquire a parcel of land as a part of the project to extend the airport runway. The original 07 Grant Agreement contained language that the City would purchase Tract 12B in fee. There is an unoccupied residence on Tract 12B. Through negotiations with the Seller, it was necessary for then City Attorney Mr. Odle to include language in the Real Estate Contract granting the Seller a life estate in the property which allows her to keep her personal belongings in the home for a period of time. The Seller elected to keep the property in the home rather than remove the property and be reimbursed for moving and storage expenses.

This Amendment Number 1 changes the language in the 07 Grant Agreement to account for this life estate. From the City's perspective, this does not change the project in any way. The City still purchased the property in fee simple, but the Seller retained a life estate for the limited purpose of keeping personal belongings in the home. The FAA is requesting that this Amendment be approved so their auditors can understand why no funds were distributed to the Seller for reimbursement for moving expenses.

Respectfully submitted,

Glenn Rodden  
City Administrator



U.S. Department  
of Transportation

**Federal Aviation  
Administration**

Central Region  
Iowa, Kansas,  
Missouri, Nebraska

901 Locust  
Kansas City, Missouri 64106  
(816) 329-2600

February 22, 2012

Mr. Glenn Rodden  
City Administrator  
City of Beloit  
119 N. Hersey Avenue  
Beloit, KS 67420

Dear Mr. Rodden:

Moritz Memorial Airport  
AIP No. 3-20-0008-07  
Grant Amendment No. 1

**Grant Amendment**

Enclosed for execution by City of Beloit, Kansas, is an original and one copy of Amendment No. 1 to the subject Grant Agreement. This amendment provides for: "Replace the grant description to take out the personal property move only item and add a life estate for Tract 12B in accordance with the executed agreement between the City and the Walker family".

**Steps to successfully execute a Grant Amendment:**

To successfully execute the Grant Amendment, follow these steps in the order listed:

1. After appropriate action has been taken by the sponsor's governing body, the Sponsor's authorized representative signs each copy of the Grant Amendment.
2. Authorized representative's signature is duly attested or notarized.
3. Sponsor's seal is impressed or affixed. If sponsor does not have a seal, a notary stamp or seal should be affixed in accordance with state law.
4. The sponsor's attorney must certify that the sponsor's acceptance of the Grant Amendment complies with state and local law, and constitutes a legal and binding obligation of the Sponsor.

The Certificate of Sponsor's Attorney must be signed and dated **on or after the date of execution.**

5. An original of Amendment No.1 should be returned to this office no later than March 31, 2012. The remaining copy of the Amendment is for your records.

**Obligations Binding**

The obligations created under this Amendment to the Grant Agreement will not be modified in any way or by any method other than through written approval of the Federal Aviation Administration.

**Questions**

If you have any questions feel free to contact me at (816) 329-2603.

Sincerely,

A handwritten signature in black ink that reads "Gayla J. Rich". The signature is written in a cursive style with a large, prominent "G" and "R".

Gayla J. Rich  
Airports Program Specialist (Land)

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

Page 1 of 2 Pages

DUNS Number: 073 330 011  
ECHO Control Number: 69 AA 3116

Moritz Memorial Airport  
Beloit, Kansas

AMENDMENT NUMBER 1 TO GRANT AGREEMENT AIP PROJECT NUMBER 3-20-0008-07

WHEREAS, the Federal Aviation Administration (hereinafter referred to as the "FAA") has determined it to be in the interest of the United States that the Grant Agreement, between the FAA, acting for and on behalf of the United States, and the City of Beloit, KS, (hereinafter referred to as the "Sponsor"), accepted by said Sponsor on June 15, 2010, be amended in conformance with the Sponsor's email dated January 12, 2012 and as hereinafter provided.

NOW THEREFORE, WITNESSETH:

That in consideration of the benefits to accrue to the parties hereto, the FAA on behalf of the United States, on the one part, and the Sponsor, on the other part, do hereby mutually agree that the said Grant Agreement be and is hereby amended as follows:

1. Deleting the description of development, as it appears on page 1, substituting the following:

Extend Runway [Acquire Land] - Runway 17/35; (Purchase of Tract 12B-Walker in fee with a life estate)

All other terms and conditions of the Grant Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to said Grant Agreement to be duly executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

By 

Title: Manager, Airports Division, Central Region

CITY OF BELOIT, KS

By \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)  
Attest: \_\_\_\_\_

Title: \_\_\_\_\_

CERTIFICATE OF SPONSOR'S ATTORNEY

I, \_\_\_\_\_, acting as Attorney for the City of Beloit, KS do hereby certify:

That I have examined the foregoing Amendment to Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the execution thereof by said sponsor has been duly authorized and is in all respects due and proper and in accordance with the laws of the State of Kansas, and further that, in my opinion, said Amendment to Grant Agreement constitutes a legal and binding obligation of the sponsor in accordance with the terms thereof

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Title \_\_\_\_\_

FEB 21 2012

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

Page 1 of 2 Pages

DUNS Number: 073 330 011  
ECHO Control Number: 69 AA 3116

Moritz Memorial Airport  
Beloit, Kansas

AMENDMENT NUMBER 1 TO GRANT AGREEMENT AIP PROJECT NUMBER 3-20-0008-07

WHEREAS, the Federal Aviation Administration (hereinafter referred to as the "FAA") has determined it to be in the interest of the United States that the Grant Agreement, between the FAA, acting for and on behalf of the United States, and the City of Beloit, KS, (hereinafter referred to as the "Sponsor"), accepted by said Sponsor on June 15, 2010, be amended in conformance with the Sponsor's email dated January 12, 2012 and as hereinafter provided.

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All other terms and conditions of the Grant Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to said Grant Agreement to be duly executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

By   
Title: Manager, Airports Division, Central Region

CITY OF BELOIT, KS

By \_\_\_\_\_  
Title: \_\_\_\_\_

(SEAL)  
Attest: \_\_\_\_\_  
Title: \_\_\_\_\_

CERTIFICATE OF SPONSOR'S ATTORNEY

I, \_\_\_\_\_, acting as Attorney for the City of Beloit, KS do hereby certify:

That I have examined the foregoing Amendment to Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the execution thereof by said sponsor has been duly authorized and is in all respects due and proper and in accordance with the laws of the State of Kansas, and further that, in my opinion, said Amendment to Grant Agreement constitutes a legal and binding obligation of the sponsor in accordance with the terms thereof

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Title \_\_\_\_\_

## REQUEST FOR COUNCIL ACTION

DATE:	TITLE:		
March 6, 2012	NITROGEN CABINETS WITH BOTTLES BID		
ORIGINATING DEPARTMENT:	TYPE OF ACTION:	<input type="checkbox"/> ORDINANCE	<input type="checkbox"/> RESOLUTION
Power Plant		<input checked="" type="checkbox"/> FORMAL ACTION	<input type="checkbox"/> OTHER

### RECOMMENDATION:

I recommend that the Council approve the bid for 2 nitrogen cabinets with bottles from Solomon Corporation

### FISCAL NOTE:

- The cost of this item is \$ 21, 040.00.
- Funding for this type of item is available in line item 53-41-4360 plant equipment repair with \$60,000.00 budgeted for FY 2012.

### DISCUSSION:

See attached recommendation from the electric department director.

Respectfully submitted,

Glenn Rodden  
City Administrator

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



Power Plant  
Tel No (785) 738-5121  
Fax No (785) 738-6401

**To:** The Beloit City Council & Glenn Rodden  
**From:** Henry Eilert Power plant Operations Foreman  
**Subject:** Nitrogen Cabinets  
**Date:** March-2-2012

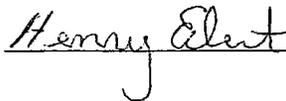
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Glenn we are asking for the council's permission to purchase 2 Nitrogen cabinets with bottles, 1-cabinet will be installed onto the tie transformer here at the plant, and the other will be installed onto the north sub-station transformer.

The nitrogen is very important; the nitrogen blanket protects the transformer fluid (oil) from deterioration that could occur from exposure to moisture from oxygen. The nitrogen blanket provides a constant positive pressure nitrogen atmosphere in the gas space or top of the transformer tank as long as the transformer tank is sealed. As the transformer has pressure changes due to heating and cooling effect the transformer fluid the positive nitrogen pressure prevents the potential of moisture entering the transformer. Without positive nitrogen pressure on the transformer tank, the cooling effect of the oil can cause a negative pressure in the gas space of the transformer. This can cause moisture and damp air to be pulled past the sealed gaskets on the top of the transformer.; Moisture in the leading cause of transformer failure it shortens the life of the transformer there for we would like for Solomon Corporation to install these cabinets onto the transformers. Solomon Corporation gave us a price of \$21,040.00 to install these 2 nitrogen cabinets or for a price of \$10,520.00 each.

Thank you very much for your consideration of this matter.

Henry Eilert Power Plant Operations Foreman

  
\_\_\_\_\_

Ronald Sporleder Electric Director

  
\_\_\_\_\_



# SOLOMON CORPORATION

Powerful Transformer Solutions  
Established 1971

103 West Main Street  
Solomon, Kansas 67480

www.solomoncorp.com

785-655-2191  
FAX 785-655-2502  
Toll Free 800-234-2867

December 7, 2011

Beloit City Hall  
Beloit, KS  
Attn: Henry Eilert

RE: S/N H879790

Solomon Corporation offers the following Field Service Quotation for your consideration:

**Scope of Work:**

- ~Mobilize Technicians to Job Site
- ~Install New Nitrogen System on S/N H879790

**Cost: \$10,520.00** X 2 = \$ 21,040.<sup>00</sup>

Please call me at 1-800-234-2867 (ext. 193) if you have any questions.

Thank you,

Heath Funston - Territory Manager  
email: hfunston@solomoncorp.com

HF/cdc

## ITEMS FOR COUNCIL DISCUSSION

<b>DATE:</b>	<b>TITLE:</b>
March 6th, 2012	WORK SESSION DISCUSSION

### DISCUSSION:

Items for discussion at your March 6<sup>th</sup>, 2012 Work Session will include the following:

1. Greg Renter. Mr. Renter will address the council about a grant opportunity offered by the Kansas Department of Transportation called Safe Routes to School. Greg is working with the Healthy Community Design Team to assist the city in making our community more walker and biker friendly.
2. Community Improvement District. Community Development Director Murray McGee and I will give a presentation on the advantages of forming a community improvement district to fund some of the public improvements on the North Campus.

Respectfully submitted,

Glenn Rodden  
City Administrator

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



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

## MEMORANDUM

**TO:** The Mayor and City Council

**FROM:** Glenn Rodden  
City Administrator

**RE:** North Campus Rezoning

**DATE:** March 2<sup>nd</sup>, 2012

---

According to the city attorney, the motion to rezone the property known as the North Campus must go back to the planning commission before the city council can pass an ordinance. Pursuant to K.S.A. 12-756, once the planning commission has prepared its recommendations of proposed zoning, it shall submit those recommendations to the council. Then the council has 3 options:

- (1) Approve such recommendations by the adoption of the same;
- (2) Override the planning commission's recommendations by a 2/3 majority vote of the governing body; or
- (3) Return the same to the planning commission for further consideration, together with a statement specifying the basis for the governing body's failure to approve

The planning commission may then resubmit its original recommendations or submit new or amended recommendations. Upon the receipt of those recommendations, the governing body, by a simple majority, may adopt the recommendations, or revise or amend then adopt such recommendations, or take no further action.

At the February 21<sup>st</sup> council meeting, the governing body did not override the planning commission's recommendations by a 2/3 majority vote, therefore the issue must return to the planning commission for further consideration. The planning commission has a regular meeting on March 13<sup>th</sup>. At that meeting they will decide whether to resubmit the original recommendations or make changes. The council can then vote on those recommendations at the March 20<sup>th</sup> council meeting.

The council may also elect to rezone the roadside part land from A-1 to another zoning district in the future.