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## CITY COUNCIL AGENDA

**Tuesday, April 3, 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
5. CONSENT AGENDA
  - A. 3/20/2012 City Council Meeting Minutes
  - B. Appropriations 4A
6. ORDINANCES
  - A. Ordinance 2109 North Campus Rezone
7. RESOLUTIONS
  - A. None
8. FORMAL ACTIONS
  - A. Wire Bid
  - B. City Insurance Renewal
  - C. North Campus Plat
  - D. Special Event License
9. CLOSED SESSION
  - A. None

### 10. ADJOURNMENT

## ***WORK SESSION AGENDA***

1. CORRESPONDENCE AND STAFF REPORTS
  - A. March Community Development Report
  - B. City Attorney Report
  - C. City Administrator Report
2. DISCUSSION ITEMS
  - A. Property Disposition Policy
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  
March 20, 2012

The Beloit City Council met in regular session on March 20, 2012 in the Council Chambers. Mayor Rebecca Koster called the meeting to order at 7:00 p.m. City Council members in attendance were Rick Brown, Matt Otte, Pat Struble, Frank Delka, Tom Naasz, Denis Shumate, Kent Miller, and Bob Richard. 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, Kendal Francis, and Chris Jones.

Councilor Kent Miller gave the invocation and the Pledge of Allegiance was recited.

Mayor Koster wanted to announce the revised agenda to everybody. Councilor Struble thanked the Beloit Concert Association for the concert at the Municipal Building. Councilor Struble wanted to remind people to pay attention to stop signs and kids on bikes; also wanted to remind the public to go out and vote in two weeks.

The Consent Agenda consisted of March 6, 2012 Council Meeting Minutes, and appropriations 3B. A motion was made by Councilor Naasz and seconded by Councilor Shumate to approve the Consent Agenda in its entirety. Roll call vote yeas: Otte, Richard, Shumate, Struble, Miller, Brown, Delka, and Naasz. Nays: None.

Staff is recommending Council approve an Automated Meter Reading System bid from Mueller in the amount of \$791,452.00. A motion was made by Councilor Otte and seconded by Councilor Naasz to approve the Automated Meter Reading System bid from Mueller in the amount of \$791,452.00. Motion carried 8-0. Nays: None.

Staff is recommending Council approve the Uniform Bid from Action T's in the amount of \$5,075.00. This is the annual uniform bid for all city employees except the Police Department. A motion was made by Councilor Delka and seconded by Councilor Miller to approve the Uniform Bid from Action T's in the amount of \$5,075.00. Motion carried 8-0.

Staff is recommending Council appoint Ronnie Sporleder as Director #2 to the KMEA Board of Directors to represent the City of Beloit. A motion was made by Councilor Miller and seconded by Councilor Naasz to approve Ronnie Sporleder as Director #2 to the KMEA Board of Directors. Motion carried 8-0. Nays: None.

Staff is recommending Council approve the Sunflower Foundation Agreement. The agreement is the City accepting \$15,000.00 grant money for the walking trail. A motion was made by Councilor Otte and seconded by Councilor Shumate to approve the Sunflower Foundation Agreement.

A motion was made by Councilor Shumate and seconded by Councilor Brown to Adjourn the Council Meeting. Motion passed 8-0. The meeting ended at 7:21 p.m.

The work session began at 7:21 p.m. City Council members in attendance were Rick Brown, Matt Otte, Pat Struble, Frank Delka, Tom Naasz, Denis Shumate, Kent Miller, and Bob Richard. Also present were, City Administrator Glenn Rodden, City Attorney Katie Cheney, and City Clerk Amanda Lomax.

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

City Administrator Glenn Rodden showed Council a map of the North Campus rezone and plat that the Planning Commission approved. City Administrator Rodden showed where the proposed entrance off of Highway 24 that KDOT would allow.

City Administrator Rodden gave an update on the progress of the Haigh property located at 128 Roosevelt. Ms. Haigh is making progress and has removed the green house close to the street and is working on repairing the other two greenhouses.

City Administrator Rodden explained to Council Ordinance 1882 imposing utility impact fees on new construction. Ordinance 1882 was never rescinded and has not been charged since 2004 when the council decided to increase building permit fees. City Administrator Rodden said the impact fees would help the city recover cost incurred by adding additional capacity to city utilities and wants to know if Council wants to rescind Ordinance 1882 or start charging impact fees again. Council came to the consensus to have a committee consisting of City Administrator Glenn Rodden, Chris Jones, Kendal Francis, Ronnie Sporleder, Mike Haeffele, and local contractors to discuss imposing impact fees.

Council went over Library Board Meeting Minutes.

City Administrator Glenn Rodden reported on the following items: 1.) Storm water needs to have repairs and would like this topic as part of the goal setting for the Council retreat this summer. 2. Mill Street is ongoing and crews are still fighting the same soil issues as they did last year. 3. Cooling tower project is ongoing. 4. Bank Stabilization down at the park is going to receive funding to help repair the banks from last year's flooding. 5. The new pool should be completed in April and ready to open on schedule this year. 6. The new library is progressing and the engineer is there every Thursday at 11:30 a.m. if anybody would like to take a tour.

Work Session ended 8:11 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>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>	
<b>2475 153 HAJOCA SALINA</b>									
49758	4/5/2012	4/5/2012	52.47	S00684987.001	3/12/2012	10592		Posted	
	10-19-6000			BOILER REPAIR BALL VALVE			52.47		0.00
<b>6 ABRAM READY-MIX, INC</b>									
49665	4/5/2012	4/5/2012	1,207.98	9070	3/16/2012	9740		Posted	
	30-00-8200			27 yds of flowable			1,207.98		0.00
49667	4/5/2012	4/5/2012	2,874.09		3/14/2012	9738		Posted	
	30-00-8200			9045 33 yds flowable			1,476.43		0.00
	30-00-8200			9046 33 yds flowable			1,476.42		0.00
	30-00-8200			account credit			0.00		78.76
							<u>2,952.85</u>		<u>78.76</u>
<b>8 ACE HARDWARE</b>									
49671	4/5/2012	4/5/2012	15.99	411816	3/2/2012	10295		Posted	
	51-43-6000			12 pk of batteries			15.99		0.00
49680	4/5/2012	4/5/2012	6.00	412782	3/21/2012	11688		Posted	
	10-13-6000			keys			6.00		0.00
49689	4/5/2012	4/5/2012	4.00	412435	3/15/2012	11681		Posted	
	10-13-4310			keys			4.00		0.00
49716	4/5/2012	4/5/2012	47.45		2/29/2012	10728		Posted	
	10-14-6000			408796 cleaning supplies			23.47		0.00
	10-14-6000			411732 bleach/trash bags			23.98		0.00
							<u>47.45</u>		<u>0.00</u>
49717	4/5/2012	4/5/2012	27.25		3/21/2012	10718		Posted	
	10-11-4300			412763 maintenance supplies			16.76		0.00
	10-11-4300			413094 Delta stem			10.49		0.00
							<u>27.25</u>		<u>0.00</u>
49726	4/5/2012	4/5/2012	27.77		3/15/2012	10898		Posted	
	53-43-6000			412424 pkg flat washers			7.29		0.00
	53-43-6000			412310 nozzle			8.49		0.00
	53-43-6000			412337 phone holder			11.99		0.00
							<u>27.77</u>		<u>0.00</u>
49756	4/5/2012	4/5/2012	83.68		3/16/2012	10587		Posted	
	10-18-6000			412507 hot water heater repair			5.58		0.00
	10-18-6000			412761 batteries			22.27		0.00
	10-18-6000			412682 sink repair			8.99		0.00
	10-18-6000			413147 slide repair			17.87		0.00
	10-18-6000			412478 sprayer repair			28.97		0.00
							<u>83.68</u>		<u>0.00</u>
49763	4/5/2012	4/5/2012	136.10		3/6/2012	11227		Posted	
	52-41-6000			412003 trash bags			8.49		0.00
	52-41-6000			412399 hose couplings			57.73		0.00
	52-41-6000			412489 paint rollers/brushes			69.88		0.00
							<u>136.10</u>		<u>0.00</u>
<b>21 ALCO-DUCKWALL STORES INC</b>									
49682	4/5/2012	4/5/2012	8.48		3/5/2012	11687		Posted	
	10-13-6110			22107724 office supplies			5.99		0.00
	10-13-6110			22107721 office supplies			2.49		0.00
							<u>8.48</u>		<u>0.00</u>
49703	4/5/2012	4/5/2012	29.99	22107759	3/20/2012	10427		Posted	
	10-15-6110			printer ink			29.99		0.00
49708	4/5/2012	4/5/2012	86.40		3/27/2012	10731		Posted	
	10-11-6000			22107779 supplies			54.42		0.00
	10-11-4300			22107788 supplies			31.98		0.00
							<u>86.40</u>		<u>0.00</u>
<b>1085 AMERICAN RED CROSS PROCESSING CENTER</b>									
49751	4/5/2012	4/5/2012	171.00	10054134	3/21/2012	10586		Posted	
	10-18-2400			first aid certification 3 @ 19.00			57.00		0.00
	52-41-2400			first aid certification 1 @ 19.00			19.00		0.00
	10-11-2400			first aid certification 1 @ 19.00			19.00		0.00
	53-43-3000			first aid certification 1 @ 19.00			19.00		0.00
	10-15-2400			first aid certification 3 @ 19.00			57.00		0.00
							<u>171.00</u>		<u>0.00</u>

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	<u>Account#</u>	<u>Work Order</u>				<u>Description</u>						
2324	<b>KEITH ANDERSON (continued)</b>											
49695	4/5/2012	4/5/2012	15.46		3/19/2012	10305				Posted		
	52-43-5800					meals reimbursement			15.46		0.00	
1414	<b>AT&amp;T LONG DISTANCE</b>											
49661	4/5/2012	4/5/2012	4.34	836515105	3/13/2012	10717				Posted		
	10-20-5310					BAN long distance service			4.34		0.00	
74	<b>BELOIT MEDICAL CENTER, PA</b>											
49704	4/5/2012	4/5/2012	130.00	1730	3/20/2012	10426				Posted		
	10-15-3000					pre-employment physical T Glahn			130.00		0.00	
75	<b>BELOIT MOTOR COMPANY</b>											
49764	4/5/2012	4/5/2012	47.03	42139	3/9/2012	11225				Posted		
	52-41-4310					tail gate repair parts			47.03		0.00	
80	<b>BELOIT TYPEWRITER EXCHANGE</b>											
49765	4/5/2012	4/5/2012	34.85	3348002	3/21/2012	11224				Posted		
	52-41-5320					UPS charges			34.85		0.00	
1367	<b>BERRY TRACTOR &amp; EQUIPMENT</b>											
49705	4/5/2012	4/5/2012	234.08	03010108	3/12/2012	10425				Posted		
	30-00-4330					tachometer			234.08		0.00	
91	<b>BOETTCHER SUPPLY INC</b>											
49755	4/5/2012	4/5/2012	142.18		3/16/2012	10590				Posted		
	10-19-6000					730487-1 boiler repair			10.92		0.00	
	41-00-8410					730395-1 4" long coupling			22.20		0.00	
	10-18-4300					731124-1 light switches for park			109.06		0.00	
									142.18		0.00	
1258	<b>BUMPER TO BUMPER AUTO PARTS</b>											
49752	4/5/2012	4/5/2012	21.41	575798	3/19/2012	10588				Posted		
	10-18-4330					fuel additive			21.41		0.00	
49766	4/5/2012	4/5/2012	81.42	576480	3/28/2012	11228				Posted		
	52-41-4310					battery			81.42		0.00	
2348	<b>BUSINESS RADIO LICENSING</b>											
49729	4/5/2012	4/5/2012	160.00		3/28/2012	11256				Posted		
	53-43-3000					radio License for call sign WPUU504			160.00		0.00	
2265	<b>BVAC Inc</b>											
49696	4/5/2012	4/5/2012	1,232.69		2/28/2012	11682				Posted		
	10-13-6120					#16162 ammo			665.92		0.00	
	10-13-6120					#16250 ammo			566.77		0.00	
									1,232.69		0.00	
126	<b>CATLIN'S FRIENDLY IGA</b>											
49690	4/5/2012	4/5/2012	5.99	0258	3/18/2012	11670				Posted		
	10-13-6000					water refills			5.99		0.00	
49709	4/5/2012	4/5/2012	33.36	2783	3/19/2012	10423				Posted		
	10-15-6000					supplies			33.36		0.00	
49725	4/5/2012	4/5/2012	27.68		3/12/2012	10901				Posted		
	53-43-6000					3919 bottles water			15.76		0.00	
	53-43-6000					8875 bottles water			11.92		0.00	
									27.68		0.00	
1617	<b>CHALLENGER TEAMWEAR</b>											
49750	4/5/2012	4/5/2012	1,611.61	W079953	3/22/2012	10595				Posted		
	10-17-6800					Soccer Jerseys & Socks			1,611.61		0.00	
587	<b>CITY TREASURER OF KANSAS CITY MISSOURI</b>											
49672	4/5/2012	4/5/2012	300.00		3/16/2012	9161				Posted		
	53-41-2400					Visible Emissions Training School			300.00		0.00	
1771	<b>CIVICPLUS</b>											
49663	4/5/2012	4/5/2012	901.53	97663	3/1/2012	10705				Posted		
	26-00-3360					Qtrly fee for hosting Solomon Valley Ed we			901.53		0.00	
158	<b>COMPUTER SOLUTIONS INC</b>											
49710	4/5/2012	4/5/2012	49.90	144967	3/20/2012	10422				Posted		
	10-15-6110					printer ink			49.90		0.00	
49747	4/5/2012	4/5/2012	12.00	145214	3/27/2012	10735				Posted		
	26-00-4320					Power supply fan			12.00		0.00	

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			<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
1685	<b>CREATIVE PRODUCT SOURCING INC DARE (continued)</b>									
49697		4/5/2012	4/5/2012	992.70		3/8/2012	11668			Posted
			10-13-3842			#44230 DARE program supplies			633.96	0.00
			10-13-3842			#44095 DARE program supplies			358.74	0.00
									992.70	0.00
1913	<b>CROP PRODUCTION SERVICES</b>									
49753		4/5/2012	4/5/2012	59.99	222974	3/16/2012	10589			Posted
			10-18-6170			Mad Dog Plus			59.99	0.00
49761		4/5/2012	4/5/2012	205.20		3/14/2012	11223			Posted
			52-41-6170			222914 grass seed/insecticide			142.50	0.00
			52-41-6170			222918 grass seed			62.70	0.00
									205.20	0.00
1358	<b>CUNNINGHAM TELEPHONE &amp; CABLE CO</b>									
49767		4/5/2012	4/5/2012	169.70	13610	4/1/2012	10746			Posted
			10-22-5310			Airport phone service			169.70	0.00
49768		4/5/2012	4/5/2012	58.07	3362	4/1/2012	10745			Posted
			10-15-5310			Transporation phone service			58.07	0.00
49769		4/5/2012	4/5/2012	344.62	11854	4/1/2012	10744			Posted
			10-11-5310			Admin phone service			344.62	0.00
49770		4/5/2012	4/5/2012	190.77	11856	4/1/2012	10743			Posted
			10-13-5310			Police Dept phone service			190.77	0.00
49771		4/5/2012	4/5/2012	59.89	12334	4/1/2012	10742			Posted
			10-14-5310			Fire dept phone service			59.89	0.00
49772		4/5/2012	4/5/2012	204.33	12754	4/1/2012	10741			Posted
			53-41-5310			Plants phone service			122.60	0.00
			51-41-5310			Plants phone service			81.73	0.00
									204.33	0.00
49773		4/5/2012	4/5/2012	240.92	13094	4/1/2012	10740			Posted
			10-18-5310			Parks & Rec phone service			240.92	0.00
49774		4/5/2012	4/5/2012	95.85	13609	4/1/2012	10739			Posted
			51-43-5310			Systems Op phone service			31.63	0.00
			52-43-5310			Systems Op phone service			31.63	0.00
			53-43-5310			Systems Op phone service			32.59	0.00
									95.85	0.00
440	<b>D'S WEED AND PEST CONTROL INC</b>									
49721		4/5/2012	4/5/2012	2,216.76	2012036	3/23/2012	10900			Posted
			53-43-3000			spring subs & pole yard			2,216.76	0.00
193	<b>DOLLAR GENERAL STORE-MSC-410526</b>									
49707		4/5/2012	4/5/2012	13.00	1000084580	3/27/2012	10730			Posted
			10-11-6000			cleaning supplies			13.00	0.00
260	<b>FASTENAL COMPANY</b>									
49711		4/5/2012	4/5/2012	375.83	KSCON32690	3/22/2012	10416			Posted
			25-00-7450			drill, sling, battery pack			375.83	0.00
387	<b>FLEX ONE-AFLAC</b>									
49698		4/5/2012	4/5/2012	93.50	218865ER	4/1/2012	10727			Posted
			10-11-3000			Employee Flex Benefits - AFLAC			93.50	0.00
236	<b>FOUTS INSURANCE AGENCY INC.</b>									
49676		4/5/2012	4/5/2012	2,450.00	12639	3/19/2012	10707			Posted
			10-22-5240			airport liability insurance			2,450.00	0.00
49728		4/5/2012	4/5/2012	70.00	141174	3/27/2012	10732			Posted
			10-13-5220			Policy vehicle additions			70.00	0.00
2359	<b>KANSAS CORPORATION COMMISSION</b>									
49685		4/5/2012	4/5/2012	192.56		3/15/2012	10720			Posted
			10-11-3000			Katie Cheney - 1409 N Bell			64.40	0.00
			10-11-3000			Frasier & Johnson - 116 N Hersey			67.33	0.00
			10-11-3000			Darwin Wiles - 627 E 3rd			60.83	0.00
									192.56	0.00
357	<b>KANSAS DEPARMENT OF REVENUE-WPF</b>									
49727		4/5/2012	4/5/2012	2,100.93		3/31/2012	11255			Posted
			51-00-2075			2012 - 1st Qtr Water Protection Fees			1,084.35	0.00
			51-41-5995			2012 - 1st Qtr Water Protection Fees			1,016.58	0.00
									2,100.93	0.00



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	<b>Account#</b>	<b>Work Order</b>		<b>Description</b>							
470	<b>MITCHELL COUNTY SOLID WASTE (continued)</b>										
49719	4/5/2012	4/5/2012	29.40		3/27/2012	10905		Posted			
	53-43-3000			17803 dump fee's			12.00		12.00	0.00	
	53-43-3000			17774 dump fee's			17.40		17.40	0.00	
							29.40		29.40	0.00	
49762	4/5/2012	4/5/2012	8.00	2605	3/9/2012	11226		Posted			
	52-41-3000			dump fees			8.00		8.00	0.00	
772	<b>STEVE NELSON</b>										
49694	4/5/2012	4/5/2012	73.00		3/16/2012	9163		Posted			
	53-41-6700			meal per diem for smoke school			73.00		73.00	0.00	
827	<b>NETWORKS PLUS</b>										
49691	4/5/2012	4/5/2012	114.00	97406	2/7/2012	11683		Posted			
	10-13-3360			technical service			114.00		114.00	0.00	
1391	<b>NRG ENERGY SERVICES LLC</b>										
49677	4/5/2012	4/5/2012	2,941.05	IN121180	3/13/2012	9130		Posted			
	53-41-4360			generator exciter sheave, for engine #3			2,941.05		2,941.05	0.00	
517	<b>PDQ EMERGENCY PRODUCTS</b>										
49692	4/5/2012	4/5/2012	257.60	16253	3/20/2012	11669		Posted			
	10-13-2911			equipment for officer			257.60		257.60	0.00	
1478	<b>PITNEY BOWES INC</b>										
49674	4/5/2012	4/5/2012	1,555.00	3848488-MR12	3/13/2012	10706		Posted			
	10-11-3000			Rental contract for mailing system equipm			1,555.00		1,555.00	0.00	
2424	<b>PROSSER WILBERT CONSTRUCTION INC</b>										
49664	4/5/2012	4/5/2012	1,779.00	11-032	3/20/2012	10715		Posted			
	41-00-8410			Project 11-032, change order #6			1,779.00		1,779.00	0.00	
49775	4/5/2012	4/5/2012	494,158.50	11-032	3/31/2012	10747		Posted			
	41-00-8410			Project 11-032 Construction Costs			494,158.50		494,158.50	0.00	
2425	<b>PROTOCOL, LLC</b>										
49683	4/5/2012	4/5/2012	364.00		3/5/2012	11686		Posted			
	10-13-5310			March service 2012			364.00		364.00	0.00	
559	<b>RELIABLE OFFICE SUPPLIES</b>										
49706	4/5/2012	4/5/2012	104.35	CQ750800	3/12/2012	11677		Posted			
	10-12-6110			chair mat			104.35		104.35	0.00	
2476	<b>SAGE SCHAEFLI</b>										
49757	4/5/2012	4/5/2012	100.00		3/29/2012	10593		Posted			
	10-00-3478			LIFEGUARDING CLASS REFUND			100.00		100.00	0.00	
600	<b>SELLERS EQUIPMENT INC</b>										
49713	4/5/2012	4/5/2012	77.07	IC123405	3/12/2012	10420		Posted			
	10-15-4330			switch			77.07		77.07	0.00	
607	<b>SHAMBURG OIL COMPANY</b>										
49666	4/5/2012	4/5/2012	9.50		2/28/2012	10714		Posted			
	51-43-6270			#194017 diesel excise tax credit			0.00		0.00	16.17	
	53-43-6270			#194017 diesel excise tax credit			0.00		0.00	16.17	
	53-43-6270			#310560 clear diesel			41.84		41.84	0.00	
							41.84		41.84	32.34	
49718	4/5/2012	4/5/2012	149.73		3/23/2012	10906		Posted			
	53-43-6270			314548 clear diesel			80.01		80.01	0.00	
	53-43-6270			313688 clear diesel			69.72		69.72	0.00	
							149.73		149.73	0.00	
626	<b>SOLOMON VALLEY HOME CENTER</b>										
49662	4/5/2012	4/5/2012	8.00	10271596	1/6/2012	10716		Posted			
	10-18-6000			freight charges from original invoice			8.00		8.00	0.00	
49681	4/5/2012	4/5/2012	16.11	10276550	3/21/2012	11689		Posted			
	10-13-6000			keys			16.11		16.11	0.00	
49754	4/5/2012	4/5/2012	45.66		3/16/2012	10591		Posted			
	10-18-6000			10276255 hot water heater repair			18.18		18.18	0.00	
	10-18-6000			10276378 supplies			27.48		27.48	0.00	
							45.66		45.66	0.00	

# Accounts Payable Detail Listing

City of Beloit

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
			<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
1919	<b>SPECIALTY POOL PRODUCTS (continued)</b>									
49760		4/5/2012	4/5/2012	260.94	008964236	3/22/2012	7888			Posted
			52-41-6170			chlorine tablets			260.94	0.00
84	<b>ST JOHN'S SCHOOL - CROSSWALK GUARD</b>									
49687		4/5/2012	4/5/2012	105.00		4/1/2012	10722			Posted
			10-13-3000			Crosswalks - 21 days @ \$5.00			105.00	0.00
643	<b>STANION WHSE ELECTRIC COMPANY</b>									
49720		4/5/2012	4/5/2012	346.26		3/22/2012	10907			Posted
			53-43-6000			#3141458-00 hub kit			38.12	0.00
			53-43-6000			#3134915-00 compression die			308.14	0.00
									346.26	0.00
49724		4/5/2012	4/5/2012	148.57	3127006-00	3/8/2012	10904			Posted
			53-43-7450			Brundy U-Die			148.57	0.00
658	<b>STRUBLE STUDIO</b>									
49660		4/5/2012	4/5/2012	55.00	684286	3/21/2012	10719			Posted
			53-41-3000			employee of quarter photo			55.00	0.00
2473	<b>TREVOR STUMMA</b>									
49715		4/5/2012	4/5/2012	16.43		3/19/2012	10304			Posted
			52-43-5800			meal reimbursement			16.43	0.00
1163	<b>TMHC SERVICES INC</b>									
49731		4/5/2012	4/5/2012	662.00		1/31/2012	10734			Posted
			52-43-3000			#159964 Pre-employment testing			70.00	0.00
			10-11-3000			#159964 Employee Assistance Program			105.00	0.00
			52-41-3000			#159965 Pre-employment testing			70.00	0.00
			10-11-3000			#159965 Employee Assistance Program			208.50	0.00
			10-11-3000			#161099 Employee Assistance Program			208.50	0.00
									662.00	0.00
1533	<b>ULTRA CLEAN CAR WASH</b>									
49684		4/5/2012	4/5/2012	51.03	82	2/29/2012	11685			Posted
			10-13-4310			Feb 2012 Car Washes			51.03	0.00
697	<b>USD 273</b>									
49688		4/5/2012	4/5/2012	370.50		4/1/2012	10721			Posted
			10-13-3000			Crosswalks - 19 days @ 19.50			370.50	0.00
410	<b>UTILITIES</b>									
49746		4/5/2012	4/5/2012	166.56	7346	3/28/2012	10738			Posted
			10-13-6220			City share of Jail Utilities			166.56	0.00
2067	<b>VERIZON WIRELESS SERVICES, LLC</b>									
49699		4/5/2012	4/5/2012	134.38	2715702466	3/16/2012	10726			Posted
			10-11-5310			Admin wireless service			101.29	0.00
			10-20-5310			Cemetery wireless service			33.09	0.00
									134.38	0.00
49700		4/5/2012	4/5/2012	45.01	2716125572	3/16/2012	10725			Posted
			53-41-5310			Power Plant On Call phone			45.01	0.00
49701		4/5/2012	4/5/2012	124.77	2716039231	3/16/2012	10724			Posted
			51-43-5310			Systems wireless phone service			41.17	0.00
			52-43-5310			Systems wireless phone service			41.17	0.00
			53-43-5310			Systems wireless phone service			42.43	0.00
									124.77	0.00
712	<b>WACONDA TRADER</b>									
49669		4/5/2012	4/5/2012	83.00	20243	3/7/2012	10302			Posted
			51-43-5400			door hangers			83.00	0.00
721	<b>WATER PRODUCTS OF OKLAHOMA</b>									
49668		4/5/2012	4/5/2012	199.88	0905813-IN	3/8/2012	10301			Posted
			51-43-8100			6" foster adapters			199.88	0.00
49714		4/5/2012	4/5/2012	301.08	0905982-IN	3/8/2012	10419			Posted
			30-00-3000			storm sewer pipe			301.08	0.00
1035	<b>BRUCE WILSON</b>									
49679		4/5/2012	4/5/2012	60.00		3/19/2012	10708			Posted
			10-11-3000			bank reconciliation			60.00	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>
2474	<b>ZIG'S BACKHOE SERVICE (continued)</b>							
49730	4/5/2012	4/5/2012	1,620.00	2796	3/26/2012	10418		Posted
	30-00-3000				excavation service for storm sewer		1,620.00	0.00
			<u>650,306.42</u>	101 Non-voided payables listed.				

Report Setup  
 AP - Accounts Payable Listing : Vendor Name  
 Filter Options  
 Starting: 4/5/2012  
 Ending: 4/5/2012  
 Banks: All  
 Payable Status: Posted, Printed, ACH, Recorded, Voided  
 All Vendors Selected

## REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
April 3, 2012	ORDINANCE NO. 2109 ZONING CLASSIFICATIONS
ORGANIZATIONAL DEPARTMENT:	TYPE OF ACTION: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION
Administration	<input type="checkbox"/> PERMAL ACTION <input type="checkbox"/> OTHER

### RECOMMENDATION:

I recommend that the Council approve Ordinance No. 2109.

### FISCAL NOTE:

- There is no direct cost for passing this ordinance. There is an indirect cost for publishing this ordinance.

### DISCUSSION:

The planning commission met and recommended the zoning changes to the property currently owned by the City of Beloit commonly known as the North Campus.

Respectfully submitted,

Glenn Rodden  
City Administrator

**ORDINANCE NO. 2109**

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF CERTAIN LAND LOCATED IN THE CITY OF BELOIT, KANSAS, UNDER THE AUTHORITY GRANTED UNDER ORDINANCE NO. 2049, AS AMENDED AND SUPPLEMENTED, AND THE LAWS OF THE STATE OF KANSAS.

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

SECTION 1: That having received a recommendation from the planning commission in Case No. C-201, and proper notice having been given and public hearing held as provided by law and under authority and subject to the provisions of Ordinance No. 2049 of the City of Beloit, Kansas, the zoning classification of property legally described is hereby changed as follows:

All of Block 1 and Lots 2, 3 and 4 of Block 2, North Campus  
Addition to the City of Beloit

Changed from "A-1" to "C-2".

SECTION 2: That having received a recommendation from the planning commission in Case No. C-201, and proper notice having been given and public hearing held as provided by law and under authority and subject to the provisions of Ordinance No. 2049 of the City of Beloit, Kansas, the zoning classification of property legally described is hereby changed as follows:

Blocks 3, 4, 5, 7 and 8, North Campus Addition to the City of  
Beloit

Changed from "A-1" to "MU-R".

SECTION 3: That having received a recommendation from the planning commission in Case No. C-201, and proper notice having been given and public hearing held as provided by law and under authority and subject to the provisions of Ordinance No. 2049 of the City of Beloit, Kansas, the zoning classification of property legally described is hereby changed as follows:

Blocks 6 and 9, North Campus Addition to the City of Beloit

Changed from "A-1" to "R-2".

SECTION 4: That having received a recommendation from the planning commission in Case No. C-201, and proper notice having been given and public hearing held as provided by law and under authority and subject to the provisions of Ordinance No. 2049 of the City of Beloit, Kansas, the zoning classification of property legally described is hereby changed as follows:

Commencing at the Northeast corner of the Northwest One-Quarter (NW  
1/4) of Section Four (4), township Seven (7) South, Range Seven (7)

West of the Sixth Principal Meridian, city of Beloit, Mitchell County, Kansas; thence South 0°41'31" East (assumed bearing), 92.32 feet along the east line of said Northwest Quarter (NW 1/4): thence leaving said East line, North 86°38'38" West, 30.08 feet to the existing Westerly right-of-way (R/W) line of Walnut Street; thence South 0°41'31" East, 2212.56 feet along said Walnut Street R/W to a point on the Northerly R/W of Gaylord Street for the POINT OF BEGINNING: thence North 89°35'43" West 461.19 feet to a point 30.00 feet east of the centerline of Hersey Street extended; thence North 00°41'24" West 160.03 feet; thence North 89°36'10" West 547.69 feet; thence North 00°41'31" West 482.40 feet to the PC of a curve; thence northeasterly along a curve to the right tangent to the last call whose radius is 200.00 feet, length of curve is 182.46 feet, angle subtended is 52°16'20" and whose chord length is 176.20 feet and bears North 25°26'39" East; thence along a curve to the left tangent to the last call whose radius is 260.00 feet, an arc length of 233.94 feet; an angle subtended of 52°16'20" and whose chord length is 226.05 feet and bears N 25°48'49" East; thence South 87°30'46" East, 831.46 feet to the said West R/W line of Walnut Street; thence South 0°41'31" East, 976.20 feet to the Point of Beginning.

Changed from "R-3" to "O & I".

SECTION 5: Upon the taking effect of this Ordinance the above zoning changes shall be entered and shown on the official zoning map previously adopted by reference and said official zoning map is hereby reincorporated as part of the zoning ordinance as amended.

SECTION 6: This ordinance shall take effect and be in full force from and after its adoption in the official city newspaper.

PASSED and ADOPTED by the Governing Body and signed by the Mayor this 3<sup>rd</sup> day of April, 2012.

---

Rebecca J. Koster, Mayor

Attest:

---

Amanda Lomax, City Clerk

## REQUEST FOR COUNCIL ACTION

DATE	TITLE		
April 3, 2012	WIRE BID		
ORIGINATING DEPARTMENT	FY12 OR FUTURE	ORDINANCE	RESOLUTION
Electric Systems		<input checked="" type="checkbox"/> FORMAL ACTION	<input type="checkbox"/> OTHER

### RECOMMENDATION:

I recommend that the Council approve the wire bid from Kriz-Davis.

### FISCAL NOTE:

- The approximate cost of this item is \$ 13,315.58
- Funding for this type of item is available in) in the 53-43-8300 2012 budget.

### BIDS RECEIVED:

<u>COMPANY</u>	<u>PRICE</u>
Kriz-Davis Co	\$13,315.58
HD Supply	\$13,340.00
Graybar Electric	\$14,030.61
Stanion Wholesale Electric	\$15,544.00
Boettcher Supply	\$15,915.00
Wesco Distribution	\$20,706.00

### DISCUSSION:

Respectfully submitted,

Glenn Rodden  
City Administrator

# CITY OF BELOIT

119 North Hersey  
Box 567  
Beloit, Kansas 67420

## Distribution Cable Bids # L-0328

Kriz-Davis Co.	\$13,315.58
HD Supply	\$13,340.00
Graybar Electric	\$14,030.61
Stanion Wholesale Electric	\$15,544.00
Boettcher Supply	\$15,915.00
Wesco Distribution	\$20,706.00

Based on the above bid it is recommended to go with Kriz-Davis Co. with the low bid of \$13,315.58.

Ronald Sporleder  
Director of System Operations

CITY OF BELOIT

119 North Hersey  
Box 567  
Beloit, Kansas 67420

RECEIVED  
MAR 14 2012  
Beloit Co.  
738-3551

The City of Beloit, Kansas, 119 North Hersey, Box 567, Beloit, Kansas, will be accepting bids at the office of the City Clerks until:

**TIME: 3:30 PM**

**DATE: March 28, 2012**

For the purchase of the following item(s)/ material(s): **Underground Distribution Cable**  
All items(s)/ material(s) are to be bid FOB, Beloit, Kansas. This bid is to be guaranteed for no less than thirty (30) days from the date of bid opening.

All bids submitted in an envelope or faxed (785) 738-2517 (with a follow up envelope) are to be prominently marked

**Distribution Cable Bid or L-0328**

All bids received by the closing date and time will be publicly opened and read aloud at the time and date above in the office of the City Clerk, 119 North Hersey, Beloit, Kansas.

The City of Beloit, reserves the right to select the best bid, waiver formalities and reject any and all bids.

For additional information on bid specifications, contact System Operations Department, (785) 738-3781.

Ronald Sporleder  
Director of System Operations

Allen Mong  
Electric Forman

For additional information on results of the bid opening, contact the Office of the City Clerk, (785) 738-3551

## General specifications for Distribution Cable

- Single Conductor Underground Distribution Cable
- 15 kV Voltage level
- 1/0 AWG Solid Aluminum
- 220 Mil Insulation, 133% Insulation level
- Full Copper Concentric Neutral Wire
- Overall Jacketed

The City of Beloit needs ~~three~~ (3) reels with approximately 2900 foot on each reel. (Within 5%)

If there are any deviations from the transformer specifications indicate changes with bid

DESCRIPTION	QUANTITY	COST
CODE NAME: DIST. CABLE	<u>2 - 2900 FOOT REELS</u>	<u>\$ 2,295.79 / thousand feet</u> <del>Plus Freight</del>
<b>Total Cost FOB City of Beloit</b>		<u>\$ 13,315.58</u>

# PROPOSAL SHEET

## FOR BID L – 0328

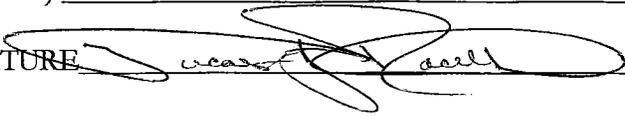
I propose to supply the City of Beloit, Kansas with the item(s) or material(s) listed in this bid for a total purchase price of \$ 13,315.58 this is FOB, 502

E. 12<sup>th</sup> Street, Beloit, Kansas 67420-0567.

Estimated delivery time: Factory stock due late May for mid June delivery

I understand that this bid is to be guaranteed for no less than fifteen (15) days from the date of bid opening.

BIDDER (NAME OF FIRM) Kriz-Davis Co.

AUTHORIZED SIGNATURE 

ADDRESS 232 N. 3<sup>rd</sup> St. CITY Salina

STATE Kansas ZIP CODE 67401

TELEPHONE (785) 827-4497 DATE 3-26-11

HD Supply

CITY OF BELOIT

119 North Hersey  
Box 567  
Beloit, Kansas 67420

The City of Beloit, Kansas, 119 North Hersey, Box 567, Beloit, Kansas, will be accepting bids at the office of the City Clerks until:

**TIME: 3:30 PM**

**DATE: March 28, 2012**

For the purchase of the following item(s)/ material(s): **Underground Distribution Cable**

All items(s)/ material(s) are to be bid FOB, Beloit, Kansas. This bid is to be guaranteed for no less than thirty (30) days from the date of bid opening.

All bids submitted in an envelope or faxed (785) 738-2517 (with a follow up envelope) are to be prominently marked

**Distribution Cable Bid or L-0328**

All bids received by the closing date and time will be publicly opened and read aloud at the time and date above in the office of the City Clerk, 119 North Hersey, Beloit, Kansas.

The City of Beloit, reserves the right to select the best bid, waiver formalities and reject any and all bids.

For additional information on bid specifications, contact System Operations Department, (785) 738-3781.

Ronald Sporleder  
Director of System Operations

Allen Mong  
Electric Forman

For additional information on results of the bid opening, contact the Office of the City Clerk, (785) 738-3551

## General specifications for Distribution Cable

- Single Conductor Underground Distribution Cable
- 15 kV Voltage level
- 1/0 AWG Solid Aluminum
- 220 Mil Insulation, 133% Insulation level
- Full Copper Concentric Neutral Wire
- Overall Jacketed

The City of Beloit needs ~~three (3)~~ <sup>2</sup> reels with approximately 2900 foot on each reel. (Within 5%)

If there are any deviations from the transformer specifications indicate changes with bid

DESCRIPTION	QUANTITY	COST
CODE NAME: DIST. CABLE	<u>2</u> 2900 FOOT REELS	\$ <u>2.30/FT</u>
Metal Base	Metal Weight	LBS/MFT
Copper 3.894	Copper 207	
Aluminum 1.08135	Aluminum 97	
Total Cost FOB City of Beloit		\$ <u>13,340.<sup>00</sup></u>

**PROPOSAL SHEET**

**FOR BID L – 0328**

I propose to supply the City of Beloit, Kansas with the item(s) or material(s) listed in this bid for a total purchase price of \$ 13,340.<sup>00</sup> this is FOB, 502

E. 12<sup>th</sup> Street, Beloit, Kansas 67420-0567.

Estimated delivery time: Late May, subject to prior sale

I understand that this bid is to be guaranteed for no less than fifteen (15) days from the date of bid opening.

BIDDER (NAME OF FIRM) HD Supply Utilities

AUTHORIZED SIGNATURE UMichelle UMitchell

ADDRESS 1220 Vernon St. CITY N. Kansas City

STATE MO ZIP CODE 64116

TELEPHONE 816-283-3687 DATE 3-26-12



1220 Vernon Street  
NORTH KANSAS CITY, MO 64116

Phone: 816.283.3687

Fax: 816.472.5059

[www.hdsupply.com/utilities](http://www.hdsupply.com/utilities)

### Terms and Conditions of Sale ("Terms")

1. All references in this document to "Seller" shall include HD Supply, Inc. and / or any parent, subsidiary or affiliate of HD Supply, Inc. (including any division of the foregoing) whether or not performing any or all of the scope hereunder or specifically identified herein. All references to "Buyer" shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a "Party" and collectively as "Parties".
2. All sales to Buyer are subject to these Terms, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. Additional or different terms and conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding upon Seller unless specifically accepted in writing by Seller's authorized representative. No modification or alteration of these Terms shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms are binding on the Parties, their successors, and permitted assigns.
3. Prices on Seller website, catalogs or in Seller quotes are subject to change without notice, and all such prices expire and become invalid if not accepted within 10 calendar days from the date of issue, unless otherwise noted by Seller in writing. Price extensions if made are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to any federal, state or local authority. Any taxes now or hereafter imposed upon sales or shipments will be added to the purchase price, and Buyer shall reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. All prices and other terms provided to Buyer shall be kept confidential except to the extent a Party is required by law to disclose the same.
4. Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability or timeliness of transportation, materials, fuels, or supplies, and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event: (a) the time for Seller's performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly; (b) the purchase price shall be adjusted for any increased costs to Seller resulting from such Force Majeure Event; and (c) Buyer shall not be entitled to any other remedy.
5. Seller is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-Is limitation, Seller shall pass through to Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT. (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.
6. Buyer shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys' and accountants' fees and expenses), liabilities and damages resulting from or related to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Buyer's use of any goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Buyer or any material breach by Buyer of these Terms.
7. When goods are delivered to Buyer in Seller's own vehicles, the F.O.B. point shall be Buyer's designated delivery site. In all other cases the F.O.B. point shall be Seller's store or warehouse and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B. point, which for goods not delivered in Seller's own vehicles shall be when Seller delivers the goods to the common carrier. All claims for shortage of goods or for loss or damage to goods as to which Seller has the risk of loss shall be waived unless Buyer, within 10 calendar days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage. Partial shipments are permitted at Seller's discretion.
8. Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge.
9. Unless otherwise agreed in writing, payment terms are net 30 days from delivery, payable in United States of America ("U.S.") dollars. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, Seller may in its discretion require an advance deposit of up to 100% of Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due hereunder shall be made in the form of cash, check, or money order, or other tender approved in writing by Seller. Seller may, in its sole discretion, apply Buyer's payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after Seller obtains judgment against Buyer. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby.
10. Buyer shall not export or re-export, directly or indirectly, all or any part of the goods or related technology obtained from Seller under these Terms except in accordance with applicable export laws and regulations of the U.S. Further, a Buyer that is a non-U.S. company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with U.S. export laws and regulations if performed by a U.S. company or citizen.
11. Buyer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including, but not limited to, all actual attorneys' and paralegals' fees, and collection costs, incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings. Any cause of action that Seller has against Buyer may be assigned without Buyer's consent to HD Supply, Inc. or to any affiliate, parent or subsidiary of HD Supply, Inc.
12. This Agreement, Buyer's account, and the business relationship between Buyer and Seller shall be governed by and construed in accordance with the laws of Georgia without regard to conflicts of laws rules, and specifically excluding the UN Convention on Contracts for the International Sale of Goods. The Parties agree that any legal action arising under or related to this Agreement shall be brought in Cobb County, Georgia, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.
13. If Buyer fails to comply with these Terms, Seller may terminate or restrict any order immediately upon notice to Buyer. Buyer certifies that it is solvent and that it will advise Seller immediately if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within 5 days of such changes. Buyer and Seller are the only intended beneficiaries of this document, and there are no third party beneficiaries.
14. The invalidity or unenforceability of all or part of these Terms will not affect the validity or enforceability of the other terms. The parties agree to replace any void or unenforceable term with a new term that achieves substantially the same practical and economic effect and is valid and enforceable.
15. The following provisions shall survive termination, cancellation and completed performance of this Agreement as long as necessary to allow the aggrieved party to fully enforce such clauses: 5, 6, 9, 10, 11 and 12.

# PROPOSAL SHEET

## FOR BID L - 0328

I propose to supply the City of Beloit, Kansas with the item(s) or material(s) listed in this bid for a total purchase price of \$ 14,030.61 this is FOB, 502 E. 12<sup>th</sup> Street, Beloit, Kansas 67420-0567.

Estimated delivery time: Late May - subject to prior sale

I understand that this bid is to be guaranteed for no less than fifteen (15) days from the date of bid opening.

BIDDER (NAME OF FIRM) Graybar Electric Co

AUTHORIZED SIGNATURE [Signature]

ADDRESS 235 Jaycee Dr. CITY Jefferson City

STATE Mo. ZIP CODE 65109

TELEPHONE 800-666-5135 DATE 03/28/2012

\* wire subject to escalation / de-escalation at time of shipment \*

\* length tolerance = -0 / +5 % \*



236 JAYCEE DR  
JEFFERSON CITY MO 65109-1100  
Phone: 573 / 636-5135  
Fax: 573 / 636-5139

To: BELOIT-CITY OF  
DIST MAINT SUPERVISOR  
BELOIT KS 67420  
Attn: RON SPORLEDER  
Phone: 785-738-3551  
Fax: 785-738-2290  
Email:

Date: 03/28/2012  
Proj Name: BELOIT  
GB Quote #: 215127808  
Valid From: 03/28/2012  
Valid To: 04/27/2012  
Contact: Kevin Schnieders  
Email: kevin.schnieders@graybar.com

### Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
<b>Notes: WIRE SUBJECT TO ESCALATION / DE-ESCALATION AT TIME OF SHIPMENT</b>							
<b>LENGTH TOLERANCE = -0/+5 %</b>							
100	5,800 EA	OKONITE CO.	161-23-3069	1/080L 15KV-220 MIL WALL-133% INSUL	\$2,419.07	1000	\$14,030.61
GB Part #: 25171680		UPC #:					

Total in USD (Tax not included): \$14,030.61

F O B: F/A  
Delivery: LATE MAY-SUBJECT TO PRIOR SALE

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com)

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.



## General specifications for Distribution Cable

- Single Conductor Underground Distribution Cable
- 15 kV Voltage level
- 1/0 AWG Solid Aluminum
- 220 Mil Insulation, 133% Insulation level
- Full Copper Concentric Neutral Wire
- Overall Jacketed

The City of Beloit needs three (3) reels with approximately 2900 foot on each reel. (Within 5%)

If there are any deviations from the transformer specifications indicate changes with bid

DESCRIPTION	QUANTITY	COST
CODE NAME: DIST. CABLE	<u>2 - 2900 FOOT REELS</u>	<u>\$ 2,419.07</u>
<b>Total Cost FOB City of Beloit</b>		<u>\$ 14,630.61</u>


**THE OKONITE COMPANY**  
 QUALITY CABLES SINCE 1878

3/27/2012

2631 SOUTH 96TH ST.  
 EDWARDSVILLE KS 66111  
 TEL:913-422-6958 FAX:913-422-1647

QUOTATION PREPARED FOR:  
 GRAYBAR - JEFFERSON CITY BRCH  
 ATTN: KEVIN SCHNIEDERS  
 PH: 573-636-5135

OKONITE REFERENCE:33-20300-B-000

CUSTOMER  
 REFERENCE: CITY OF BELOIT, KS

ITEM	QUANTITY	DESCRIPTION	NET		PRICE
			WEIGHT 1000 FT	SHIP WEIGHT	

**PRICES QUOTED ARE SUBJECT TO METALS ESCALATION, DE-ESCALATION  
 IN ACCORDANCE WITH ITEM EXPIRATION DATE.**

001	5,800'	1/C 1/0 SOLID ALUMINUM - SS - 220 OKOGUARD EPR - 030 SC EPR - 16 X #14 SOLID COPPER CONC WIRES - 050 OKOLENE PE W/3 RED STRIPES - SEQ PRINT - 15KV	720	4504	EXPIRES 04/26/12
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METAL WEIGHT LBS PER 1000 FT:  
 COPPER 207 ALUMINUM 97

METAL BASE: (SEE BASIS IN ESCALATION SECTION)  
 COPPER 3.894000 ALUMINUM 1.081350

APPROX O.D. INCHES 1.120

OKONITE PRODUCT CODE: 161-23-3069  
 CATALOG SECTION 2 SHEET 035

REELS:  
 2 @ 2900 54X32X26 LW (REEL WIDTH 36.5)

AVAILABLE:  
 LATE MAY-SUBJECT TO PRIOR SALE

FOR AUTHORIZED STOCK ITEMS ONLY, REEL AND CUT CHARGES  
 WILL APPLY FOR LENGTHS 500 FEET OR LESS.

 **THE OKONITE COMPANY**  
 QUALITY CABLES SINCE 1878

F.O.B. DESTINATION

TERMS: NET 30 DAYS

LENGTH TOLERANCE: MINIMUM -0% MAXIMUM +05%  
 PRICES QUOTED HEREIN DO NOT PERMIT EXACT LENGTHS  
 OR REDUCED TOLERANCES, UNLESS SPECIFICALLY NOTED.

STOCK ITEMS: SUBJECT TO PRIOR SALE.

\*\*\*\*\*  
 \* ATTACHED FILE ENTITLED \*  
 \* OKONITE-TERMS-AND-CONDITIONS.PDF, \*  
 \* FORM PART OF THIS QUOTATION. \*  
 \*\*\*\*\*

THE OKONITE COMPANY  
 BY DAN R. WEIDMAIER

=====

ON SHIPMENTS 5,000 LBS. AND OVER, ORDINARY FREIGHT ALLOWED TO  
 DESTINATION (NEAREST FREIGHT STATION OR COMMON CARRIER DELIVERY  
 POINT) TO AND WITHIN ALL STATES EXCEPT ALASKA AND HAWAII.  
 SHIPMENTS TO THESE TWO STATES ARE FREIGHT ALLOWED TO PORT OF  
 EMBARKATION. ON SHIPMENTS OF LESS THAN 5,000 LBS. - NO FREIGHT  
 IS ALLOWED.

ESCALATION:  
 PRICES QUOTED HEREIN ARE THOSE IN EFFECT TODAY, AND ARE PREDICATED  
 ON IMMEDIATE RELEASE FOR MANUFACTURE AND SHIPMENT AS SOON AS COMP-  
 LETED. THESE PRICES SHALL BE ADJUSTED FOR CHANGES IN THE PRICE OF  
 METALS (COPPER, STEEL, LEAD, ALUMINUM), WHICH MAY OCCUR BETWEEN THE  
 DATE OF QUOTATION AND THE DATES SHIPMENTS ARE MADE.  
 ALL SUCH ADJUSTMENTS WILL BE MADE AGAINST THE NET PRICE AFTER ALL  
 DISCOUNTS AND WILL BE CALCULATED USING METAL WEIGHTS QUOTED HEREIN.  
 ORDERS RECEIVED WITHOUT CUTTING LENGTHS OR FOR SUBSEQUENT RELEASE,  
 SHALL BE BILLED AT PRICE IN EFFECT ON THE DAY RELEASE IS RECEIVED  
 AND SHALL BE ADJUSTED THEREAFTER FOR CHANGES IN THE PRICE OF METALS  
 (COPPER, STEEL, LEAD, ALUMINUM), WHICH MAY OCCUR BETWEEN THE DATE  
 OF RELEASE AND THE DATES SHIPMENTS ARE MADE.

BASIS:  
 COPPER: COMEX PER NY TIMES/WALL STREET JOURNAL, CURRENT MONTH  
 SETTLE PRICE, PREVIOUS DAY CLOSING.  
 ALUMINUM: METALS WEEK - INGOT.  
 LEAD: LONDON METALS EXCHANGE (LME) SETTLE PRICE.  
 STEEL: AMERICAN METALS MARKET - COLD ROLLED SHEET CLASS 1.

RETURNABLE REEL CHARGES MAY APPLY AS APPLICABLE.

(END OF QUOTATION)



*Sumi*

**CITY OF BELOIT**

119 North Hersey  
Box 567  
Beloit, Kansas 67420

The City of Beloit, Kansas, 119 North Hersey, Box 567, Beloit, Kansas, will be accepting bids at the office of the City Clerks until:

**TIME: 3:30 PM**

**DATE: March 28, 2012**

For the purchase of the following item(s)/ material(s): **Underground Distribution Cable**  
All items(s)/ material(s) are to be bid FOB, Beloit, Kansas. This bid is to be guaranteed for no less than thirty (30) days from the date of bid opening.

All bids submitted in an envelope or faxed (785) 738-2517 (with a follow up envelope) are to be prominently marked

**Distribution Cable Bid or L-0328**

All bids received by the closing date and time will be publicly opened and read aloud at the time and date above in the office of the City Clerk, 119 North Hersey, Beloit, Kansas.

The City of Beloit, reserves the right to select the best bid, waiver formalities and reject any and all bids.

For additional information on bid specifications, contact System Operations Department, (785) 738-3781.

Ronald Sporleder  
Director of System Operations

Allen Mong  
Electric Foreman

For additional information on results of the bid opening, contact the Office of the City Clerk, (785) 738-3551

## General specifications for Distribution Cable

- Single Conductor Underground Distribution Cable
- 15 kV Voltage level
- 1/0 AWG Solid Aluminum
- 220 Mil Insulation, 133% Insulation level
- Full Copper Concentric Neutral Wire
- Overall Jacketed

The City of Beloit needs three (3) reels with approximately 2900 foot on each reel. (Within 5%)

If there are any deviations from the transformer specifications indicate changes with bid

DESCRIPTION	QUANTITY	COST
CODE NAME: DIST. CABLE	<div style="border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;">                     2 - 2900 FOOT REELS                 </div>	<div style="text-align: right;"> <sup>XLP</sup>                      \$ <u>2.68</u> Per Ft                      2.79 Per Ft                 </div>

Total Cost FOB City of Beloit

\$ 15,544.00 XLP  
~~\$~~ 16,182.00 EPR

# Marmon Utility LLC

QUOTE NO.  
00031754



Kerite

REV. REV DATE  
0 03/16/2012

SALES REPRESENTATIVE Energy Solutions, Inc., 402-551-9177	CUSTOMER REQUEST NO. Beloit Kansas	REQUEST DATE 03/16/2012	EXPIRATION DATE 03/30/2012
PRICE TERMS Escalation/De-Escalation	F.O.B. FOB Factory	FREIGHT PAYMENT Prepaid & Allowed	PAYMENT TERMS Net 30 Days
CUSTOMER (000032-002) Stanion Wholesale Electric Sup 827 S. 7th St. Trafficway Kansas City, KS 66105		SHIP TO (000032-002) Stanion Wholesale Electric Sup 827 S. 7th St. Trafficway Kansas City, KS 66105	
ATTENTION: Steve Morlan			

ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION (\$)																											
001	8,700 Ft	U015K0010A-0109 1/0 AWG SOL NF Al 15kv 0.220 TRXLP ✓ EZ ® 16 #14BC FN LLDPE 1C CTO ICEA  ICEA 8-94-649-2004 Hendrix URD MV Cable - 1/0 AWG Solid H1720 Non Filled AAC Conductor 15kv 133% .012 XSCC Cnv Conductor Shield. 0.220 TRXLP Insl. 0.030 EZ ® Insl Shield. Full Neutral - 16 Wire 14 AWG BC .045 LLDPE Jacket 3 Red Stripes. Single Conductor ICEA. CTO  -Current manufacturing lead-time is 12 weeks. -Minimum quantity to manufacture: 8,700'.  <table border="0"> <tr> <td><u>COMMODITY</u></td> <td><u>PRICE</u></td> </tr> <tr> <td>Copper</td> <td>3.8458 / Lbs</td> </tr> <tr> <td>Aluminum</td> <td>1.0800 / Lbs</td> </tr> </table> <table border="0"> <tr> <td><u>REQUESTED DATE</u></td> <td><u>REQUESTED DELIVERIES</u></td> <td><u>QUANTITY</u></td> </tr> <tr> <td>06/22/2012</td> <td><u>QUOTED SHIP DATE</u></td> <td>8,700</td> </tr> <tr> <td></td> <td>06/22/2012</td> <td></td> </tr> </table> <table border="0"> <tr> <td><u>SHIP BY</u></td> <td><u>#CTNS</u></td> <td><u>REEL</u></td> <td><u>QUANTITY</u></td> <td><u>UM</u></td> <td><u>DESCRIPTION</u></td> </tr> <tr> <td>Will Advise</td> <td>3</td> <td></td> <td>2900 Ft</td> <td>REEL</td> <td>WD 58.0 X 32.0 X 24.0 X 35.5 Wide -10% to +10%</td> </tr> </table>	<u>COMMODITY</u>	<u>PRICE</u>	Copper	3.8458 / Lbs	Aluminum	1.0800 / Lbs	<u>REQUESTED DATE</u>	<u>REQUESTED DELIVERIES</u>	<u>QUANTITY</u>	06/22/2012	<u>QUOTED SHIP DATE</u>	8,700		06/22/2012		<u>SHIP BY</u>	<u>#CTNS</u>	<u>REEL</u>	<u>QUANTITY</u>	<u>UM</u>	<u>DESCRIPTION</u>	Will Advise	3		2900 Ft	REEL	WD 58.0 X 32.0 X 24.0 X 35.5 Wide -10% to +10%		
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002	8,700 Ft	111815-31200 1/0 AWG SOL NF Al 15kv 0.220 Kerite ✓ SC-3 16 #14BC FN P-11 1C CTO ICEA  Kerite URD MV Cable - 1/0 AWG Solid H24 Non Filled AAC Conductor 15kv SPS 133% .012 PS-2 Conductor Shield. 0.220 Kerite Insl. 0.030 SC-3 Insl Shield. Full Neutral - 16 Wire 14 AWG BC .050 Linear Low Density Polyethylene Jacket 3 Red Stripes. Single Conductor ICEA. CTO  -Current manufacturing lead-time is 6 weeks. -Minimum quantity to manufacture: 8,700'.																													

# Marmon Utility LLC

QUOTE NO.  
**00031754**



**Kerite**

REV. REV DATE  
0 03/16/2012

SALES REPRESENTATIVE Energy Solutions, Inc., 402-551-9177		CUSTOMER REQUEST NO. Beloit Kansas		REQUEST DATE 03/16/2012		EXPIRATION DATE 03/30/2012	
PRICE TERMS Escalation/De-Escalation		F.O.B. FOB Factory		FREIGHT PAYMENT Prepaid & Allowed		PAYMENT TERMS Net 30 Days	
CUSTOMER (000032-002) Stanion Wholesale Electric Sup 827 S. 7th St. Trafficway Kansas City, KS 66105				SHIP TO (000032-002) Stanion Wholesale Electric Sup 827 S. 7th St. Trafficway Kansas City, KS 66105			
ATTENTION: Steve Morlan							

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-5% to +5%																			
			TOTAL																
<p>GENERAL ORDER COMMENTS Milford &amp; Seymour:</p> <p>IMPORTANT- PLEASE NOTE THIS QUOTE/ORDER IS SUBJECT TO THE FOLLOWING ADDITIONAL TERMS &amp; CONDITIONS:</p> <ul style="list-style-type: none"> <li>-The reel tolerance specified is also the order shipping tolerance. Footage in excess of the purchase order quantity and within the item shipping tolerance will be invoiced and is payable.</li> <li>-Hendrix reserves the right, at its option, to provide Dow or Borealis compounds.</li> <li>-Kerite product may be produced with a thermoset or thermoplastic insulation shield</li> <li>-TRXL Cable will be manufactured and tested in accordance with ANSI/ICEA S-94-649 or ICEA S-97-682 latest revision.</li> <li>-Kerite Cable will be manufactured and tested in accordance with ANSI/ICEA S-94-649, ICEA S-97-682 or UL 1072 latest revision.</li> <li>-Prices are based on the preceding month's average published price for MW US Transaction aluminum ingot per pound and Comex HG 1st Pos copper per pound as published each month in the McGraw Hill publication "Metals Week". In the event of changes in the base metal prices, all quoted prices and unshipped order balances will be adjusted at the time of shipment, based on the preceding month's average price, to reflect a change in the price of the finished product.</li> </ul> <p>*****</p>																			

# Marmon Utility LLC

QUOTE NO.  
00031754



REV. 0  
REV DATE 03/16/2012

SALES REPRESENTATIVE <b>Energy Solutions, Inc., 402-551-9177</b>	CUSTOMER REQUEST NO. <b>Beloit Kansas</b>	REQUEST DATE <b>03/16/2012</b>	EXPIRATION DATE <b>03/30/2012</b>
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PRICE TERMS <b>Escalation/De-Escalation</b>	F.O.B. <b>FOB Factory</b>	FREIGHT PAYMENT <b>Prepaid &amp; Allowed</b>	PAYMENT TERMS <b>Net 30 Days</b>
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CUSTOMER (000032-002) Stanion Wholesale Electric Sup 827 S. 7th St. Trafficway Kansas City, KS 66105	SHIP TO (000032-002) Stanion Wholesale Electric Sup 827 S. 7th St. Trafficway Kansas City, KS 66105
ATTENTION: Steve Morlan	

ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION (\$)
<p>Quoted by: Christine Feehan (cfeehan@marmonutility.com) TEL (603) 249-1230 FAX (603) 249-1367</p> <p>TERMS &amp; CONDITIONS OF SALE Marmon Utility</p> <p>TERMS &amp; CONDITIONS OF SALE MARMON UTILITY LLC (MARMON UTILITY)</p> <p>1. Acceptance; Agreement. This document, including these Terms and Conditions (collectively "Agreement"), supersedes all other agreements, oral or written, and all other communications between the parties suggesting additional or different terms. It represents the final and complete understanding of the parties and may be amended or canceled only by written agreement signed by both parties. This Agreement expressly limits acceptance to these terms; no order shall have any force or effect until acknowledged in writing by Marmon Utility; and any proposal for additional or different terms or any attempt by Buyer to vary in any degree any of the terms hereof is hereby deemed material and is objected to and rejected. No terms of any document or form submitted by Buyer shall be effective to alter or add to the terms and conditions in this Agreement. Unless otherwise stated herein, Buyer's receipt of any portion of the goods ("Goods") shall constitute acceptance of this Agreement and all of its terms and conditions, unless Buyer immediately returns all such Goods.</p> <p>2. Terms of Payment. Payment terms are net 30 days from the invoice date. All late payments will be subject to a late charge of US prime rate plus 2% annualized. Shipments and deliveries shall at all times be subject to the continuing approval of Marmon Utility Credit Department, upon whose information Marmon Utility may decline to make shipment or may require payment in advance or other arrangement to assure due payment.</p> <p>3. Prices. Prices, including delivery terms, are subject to change without notice to reflect Marmon Utility's prices at time of shipment and increases in labor or other costs. Marmon Utility reserves the right to correct any obvious errors in specifications or prices. Minimum invoice charge is \$500. All amounts owed to Marmon Utility shall be paid without abatement, deduction or set off. 4. Delivery and Transportation Terms. Shipments invoiced at 5,000 feet or more for cable or \$3,000 or more of accessories are sold F.O.B. shipping point, freight prepaid and allowed, where within the continental United States. Shipments of less than 5,000 feet (\$3,000 for accessories) are sold F.O.B. shipping point, with shipping and handling charges added to the invoice.</p> <p>5. Cancellation. Acceptance by Marmon Utility of Purchaser's written order constitutes a binding contract between the parties which, except as otherwise specifically provided herein, may not be canceled or modified without the parties' mutual consent. In the event Purchaser refuses to accept goods ordered it will be liable for Marmon Utility's cancellation charges which shall not exceed the purchase price of the undeliverable goods. Cancellation by Purchaser of ordered wire and cable goods will result in cancellation charges derived from the below formulae: a. A minimum charge of 20% of the sales price will be paid by Purchaser for cancellation of goods scheduled for fabrication 90 days or more subsequent to the date Marmon Utility receives notice of cancellation. b. A minimum charge of 50% of the sales price will be paid by Purchaser for cancellation of goods scheduled for fabrication less than 90 days subsequent to the date Marmon Utility receives notice of cancellation.</p> <p>In the event the above formulae are inadequate to cover costs incurred by Marmon Utility incident to fabrication and prior to its receipt of notice of cancellation, Purchaser shall reimburse Marmon Utility all such costs incurred. Additionally, completed or partially completed units fabricated pursuant to order shall be paid for by Purchaser at 100% of the per unit price.</p> <p>Marmon Utility</p> <p>6. Taxes. Prices do not include any sales, use, excise, privilege, or other taxes or assessments now or hereafter imposed or levied by or under the authority of any federal, state, or local law, rule or regulation concerning the Goods sold hereunder or the manufacture or sale thereof. If Marmon Utility pays any such taxes or assessments, Buyer shall, upon demand, reimburse Marmon Utility for such amounts.</p> <p>7. Risk of Loss. All risk of loss or damage to Goods shipped hereunder shall pass to Buyer upon delivery thereof to Buyer, to its designated agent, or to a carrier for delivery to Buyer, whichever occurs first. Unless otherwise stated, all shipments will be made F.O.B. point of manufacture. B. Delivery. All shipping dates are estimates and are based upon prompt receipt of all necessary information. Delays in securing Buyer's approval of necessary specifications or samples of products and materials shall, if Marmon Utility so chooses, extend the date of delivery. Marmon Utility shall not be liable for any claim, loss, expense, or damage of any kind</p>				

# Marmon Utility LLC

QUOTE NO.  
**00031754**



REV. 0  
REV DATE 03/16/2012

SALES REPRESENTATIVE <b>Energy Solutions, Inc., 402-551-9177</b>	CUSTOMER REQUEST NO. <b>Beloit Kansas</b>	REQUEST DATE <b>03/16/2012</b>	EXPIRATION DATE <b>03/30/2012</b>
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PRICE TERMS <b>Escalation/De-Escalation</b>	F.O.B. <b>FOB Factory</b>	FREIGHT PAYMENT <b>Prepaid &amp; Allowed</b>	PAYMENT TERMS <b>Net 30 Days</b>
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CUSTOMER (000032-002) <b>Stanion Wholesale Electric Sup 827 S. 7th St. Trafficway Kansas City, KS 66105</b>	SHIP TO (000032-002) <b>Stanion Wholesale Electric Sup 827 S. 7th St. Trafficway Kansas City, KS 66105</b>
<b>ATTENTION: Steve Morlan</b>	

ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION (\$)
whatsoever for delays in delivery.				
<p>9. Warranties and Limitations on Warranties - Hendrix Brand. a) Marmon Utility expressly warrants that the Goods (I) will conform to the descriptions and specifications incorporated herein within the guidelines established herein and (II) will be free from defect in material and workmanship for a period of one year after shipment. THESE ARE MARMON UTILITY' ONLY WARRANTIES. MARMON UTILITY MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER. EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY MARMON UTILITY AND EXCLUDED.</p> <p>b) If Buyer notifies Marmon Utility in writing within the warranty period of a defect in material or workmanship in any Goods or part thereof sold hereunder, and if Marmon Utility determines, after appropriate tests and inspection, that such goods or part thereof are not in conformity with the warranty given hereunder, Marmon Utility will repair, replace, or refund the purchase price, at its sole option. This shall be Buyer's exclusive remedy for Marmon Utility' liability hereunder. Any claims not made within the warranty period are deemed waived by Buyer.</p> <p>c) Marmon Utility' liability to Buyer or anyone claiming through or on behalf of Buyer, with respect to any claim or loss arising out of this transaction or alleged to have resulted from an act or omission of Marmon Utility, whether negligent or otherwise, and whether in tort, contract, or otherwise, including failure to deliver, delay in delivery, or breach of warranty, shall be limited to an amount equal to the purchase price of the Goods or part thereof with respect to which such liability is claimed or, where appropriate and at the option of Marmon Utility, to replacement of the Goods or part thereof. In no case will Marmon Utility be liable for any bodily injury, death, or property damage resulting from or in any way arising out of the goods or their sale, use, or manufacture. IN NO EVENT SHALL MARMON UTILITY BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, OR EXPENSES ARISING OUT OF THIS TRANSACTION.</p> <p>d) If Buyer or any other person, without the prior written consent of Marmon Utility, repairs or modifies all or part of the Goods, or if the Goods are not installed or used in compliance with Marmon Utility' directions, this warranty shall be void.</p>				
<p>10. Warranties and Limitations on Warranties - Kerite Brand.</p> <p>Marmon Utility</p> <p>a) WARRANTY - Marmon Utility LLC warrants solely to the Purchaser that any wire or cable of its own manufacture ("Product") and supplied to the Purchaser will be free from defects in material and workmanship provided the wire and cable are employed under conditions contemplated and covered by the design specifications, and provided that the wire and cable are installed, spliced, terminated, maintained, and operated in accordance with Marmon Utility LLC's recommended standards and procedures.</p> <p>b) If a Product falls electrically while in service, Purchaser shall notify Marmon Utility LLC within (5) days of the discovery of such failure, and shall permit a representative of Marmon Utility LLC a reasonable opportunity to inspect the Product. If it is mutually determined by Marmon Utility LLC and Purchaser that the failure is the result of defective material or workmanship, Marmon Utility LLC's sole responsibility under this Warranty shall be to repair or replace the defective Product, the choice of which will be Marmon Utility LLC's option. If Marmon Utility LLC chooses to replace the defective Product, the new Product will be delivered free of charge to the delivery point called for in the original order.</p> <p>c) Marmon Utility LLC will not be responsible for any damage or failure caused by Purchaser or any third party, including without limitation, Acts of God.</p> <p>d) Marmon Utility LLC will not be responsible for any defects or repairs to, or replacement of, adjacent or connected equipment to which the Product may supply electrical power or from which it may take electrical power, or with which it may, in any manner, be associated. Marmon Utility LLC will not be responsible for any incidental or consequential damages whatsoever, either direct or indirect, resulting from a failure of the Product.</p> <p>e) THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.</p>				
<p>11. Indemnification a) If the Goods are manufactured in accordance with specifications or other directions provided by Buyer, Buyer shall indemnify, defend, and hold harmless Marmon Utility against all claims, losses, liabilities, and expenses (including attorneys' fees), which Marmon Utility may incur or become liable to pay with respect to such Goods, including (without limitation) claims relating to patent, trademark, copyright infringement, or unfair competition, claims of non-compliance with any federal, state, or local law or regulation, and any other claim of any third party which relates to or in any way arises out of such specifications or other directions provided by Buyer.</p> <p>b) Buyer shall also indemnify, defend, and hold harmless Marmon Utility against all claims, losses, liabilities, and expenses (including attorneys' fees), which</p>				

# Marmon Utility LLC

QUOTE NO.  
00031754



**Kerite**

REV. 0 REV DATE 03/16/2012

SALES REPRESENTATIVE Energy Solutions, Inc., 402-551-9177		CUSTOMER REQUEST NO. Beloit Kansas		REQUEST DATE 03/16/2012	EXPIRATION DATE 03/30/2012
PRICE TERMS Escalation/De-Escalation	F.O.B. FOB Factory	FREIGHT PAYMENT Prepaid & Allowed		PAYMENT TERMS Net 30 Days	
CUSTOMER (000032-002) Stanion Wholesale Electric Sup 827 S. 7th St. Trafficway Kansas City, KS 66105			SHIP TO (000032-002) Stanion Wholesale Electric Sup 827 S. 7th St. Trafficway Kansas City, KS 66105		
ATTENTION: Steve Moran					
ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION		UNIT PRICE	EXTENSION (\$)
Marmon damage,	Utility may incur or become liable to pay which relates to or in any way arise out of Goods subjected to: (i) improper installation or storage; (ii) accident, abuse, or misuse; (iii) abnormal operating conditions or applications; (iv) operating conditions or applications above the rated capacity of the Goods.				
<p>12. Patent. Except as provided in Section 10A with respect to Goods manufactured in accordance with specifications or directions provided by Buyer, and provided Buyer has made all payments due hereunder, Marmon Utility shall defend, at its expense, any suit or proceeding brought against Buyer based upon any claim that the Goods or any part thereof infringe any United States patent issued as of the date of Marmon Utility's quotation and shall pay any damages and costs awarded therein against Buyer, provided that Marmon Utility is notified promptly in writing of such claim and is given full authority, information and assistance by Buyer to defend or settle the suit. If the</p> <p>Marmon Utility</p> <p>Goods or any part thereof are deemed to infringe any such patent, Marmon Utility shall, at its expense and sole option either; procure for Buyer the right to continue using said Goods or part; replace them with non-infringing Goods or parts; modify them so they become non-infringing; or remove them and refund the purchase price for them.</p> <p>13. Force Majeure. Marmon Utility shall not be liable for any delay in or failure of performance hereunder due to any contingency beyond its reasonable control, including without limitation: an act of God; war; civil commotion; sabotage; labor dispute, explosion; fire; accident; power or equipment failure; inability to obtain suitable or sufficient labor, fuel, power, or material; delay of carrier; embargo; or any law, ordinance, rule, or regulation, whether valid or invalid, including but not limited to priority, requisition, allocation, or price control. 14. Default. If Buyer is in default or commits a breach of any of the provisions of this Agreement, Marmon Utility shall have the right to cease work hereunder immediately. Further, if Buyer fails to cure such default or breach within ten (10) days after written notice thereof from Marmon Utility, Marmon Utility may terminate this Agreement by written notice to Buyer. If Buyer cures such default or breach within said ten (10) day period, this Agreement shall remain in effect, except for any adjustments to price, delivery terms, or other provision hereof which are necessary or appropriate because of any permitted cessation of work by Marmon Utility. 15. Storage. If Buyer is unwilling to accept shipment of the Goods on the agreed shipping date, Marmon Utility may, at its option, place them in storage and bill Buyer for reasonable storage charges. In such case, risk of loss shall pass to Buyer when the Goods are placed in storage, and the date the Goods are placed in storage shall constitute the date of shipment for purposes of beginning the warranty period. 16. Material Return Policy. Marmon Utility reserves the right to refuse return requests of any material. All material returns must be pre-authorized by Marmon Utility, be in original resalable condition, and have a written "Return Authorization" issued. A minimum Restocking Fee of 25% of the original invoice amount will be charged for all returns. The returning party is responsible for all prepaid freight costs back to the Marmon Utility point of origin. 17. Waiver. Failure of Marmon Utility at any time to require Buyer's performance of any obligation under this Agreement shall not affect Marmon Utility's right to require performance of that obligation. Any waiver by Marmon Utility of any breach or default hereunder must be in writing and shall not be construed to be a waiver of any continuing or succeeding breach or default, a waiver or modification of this provision itself, or a waiver or modification of any right under this Agreement. 18. Assignment. Buyer shall not assign this Agreement or any monies due or to become due hereunder, without Marmon Utility's prior written consent, and any attempted assignment without Marmon Utility's prior written consent shall be void and, at Marmon Utility's option, grounds for termination of this agreement. 19. Governing Laws. This Agreement shall be construed in accordance with the laws of the jurisdiction in which is located the plant of Marmon Utility producing the Goods, as indicated on the front hereof.</p>					

*Boettcher Supply*

## General specifications for Distribution Cable

- Single Conductor Underground Distribution Cable
- 15 kV Voltage level
- 1/0 AWG Solid Aluminum
- 220 Mil Insulation, 133% Insulation level
- Full Copper Concentric Neutral Wire
- Overall Jacketed

The City of Beloit needs three (3) reels with approximately 2900 foot on each reel. (Within 5%)

If there are any deviations from the transformer specifications indicate changes with bid

DESCRIPTION	QUANTITY	COST
CODE NAME: DIST. CABLE	<u>2 - 2900 FOOT REELS</u>	\$ <u>15,915<sup>00</sup></u>
	<b>Total Cost FOB City of Beloit</b>	\$ <u>15,915<sup>00</sup></u>

**PROPOSAL SHEET**

**FOR BID L – 0328**

I propose to supply the City of Beloit, Kansas with the item(s) or material(s) listed in this bid for a total purchase price of \$ 15,915.<sup>00</sup> this is FOB, 502

E. 12<sup>th</sup> Street, Beloit, Kansas 67420-0567.

Estimated delivery time: 1 week.

I understand that this bid is to be guaranteed for no less than fifteen (15) days from the date of bid opening.

BIDDER (NAME OF FIRM) Boettcher Supply Inc.

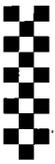
AUTHORIZED SIGNATURE Blair A Miller

ADDRESS 118 W Court CITY Beloit

STATE Ks ZIP CODE 67420

TELEPHONE 785-738-5781 DATE 3-23-12

Ext. 121



**CITY OF BELOIT**

119 North Hersey  
Box 567  
Beloit, Kansas 67420

The City of Beloit, Kansas, 119 North Hersey, Box 567, Beloit, Kansas, will be accepting bids at the office of the City Clerks until:

**TIME: 3:30 PM**

**DATE: March 28, 2012**

For the purchase of the following item(s)/ material(s): **Underground Distribution Cable**  
All items(s)/ material(s) are to be bid FOB, Beloit, Kansas. This bid is to be guaranteed for no less than thirty (30) days from the date of bid opening.

All bids submitted in an envelope or faxed (785) 738-2517 (with a follow up envelope) are to be prominently marked

**Distribution Cable Bid or L-0328**

All bids received by the closing date and time will be publicly opened and read aloud at the time and date above in the office of the City Clerk, 119 North Hersey, Beloit, Kansas.

The City of Beloit, reserves the right to select the best bid, waiver formalities and reject any and all bids.

For additional information on bid specifications, contact System Operations Department, (785) 738-3781.

Ronald Spordeder  
Director of System Operations

Allen Mong  
Electric Forman

For additional information on results of the bid opening, contact the Office of the City Clerk, (785) 738-3551

### General specifications for Distribution Cable

- Single Conductor Underground Distribution Cable
- 15 kV Voltage level
- 1/0 AWG Solid Aluminum
- 220 Mil Insulation, 133% Insulation level
- Full Copper Concentric Neutral Wire
- Overall Jacketed

The City of Beloit needs three (3) reels with approximately 2900 foot on each reel. (Within 5%)

If there are any deviations from the transformer specifications indicate changes with bid

DESCRIPTION	QUANTITY	COST
CODE NAME: DIST. CABLE	<u>(2)</u> 2900 FOOT REELS	\$ 2.52 ¢ 3 wk lead time
	?	2.38 ¢ 8 wk lead time

$8,700 \text{ ft} @ 2.52 = 21,924$

Total Cost FOB City of Beloit \$ \_\_\_\_\_

$8,700 \text{ ft} @ 2.38 = 20,706$

We Recommend 2,500 ft Reel putups.

# PROPOSAL SHEET

## FOR BID L - 0328

I propose to supply the City of Beloit, Kansas with the item(s) or material(s) listed in this bid for a total purchase price of \$ 21,924 this is FOB, 502 E. 12<sup>th</sup> Street, Beloit, Kansas 67420-0567.

Estimated delivery time: 8 wks

I understand that this bid is to be guaranteed for no less than fifteen (15) days from the date of bid opening.

BIDDER (NAME OF FIRM) Wesco Dist

AUTHORIZED SIGNATURE *Jeff*

ADDRESS 2301 E Truman CITY KANSAS city

STATE Mo ZIP CODE 64127

TELEPHONE 816 442 9239 DATE 3/20/2012