



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

## CITY COUNCIL AGENDA

**Tuesday, January 15, 2013**  
**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 HEARING
  - A. Downtown Commercial Rehabilitation Grant
5. PUBLIC COMMENT
6. CONSENT AGENDA
  - A. 1/2/2013 City Council Meeting Minutes
  - B. Appropriations 1B
7. ORDINANCES
  - A. None
8. RESOLUTIONS
  - A. 2013-1 Fee Resolution
  - B. 2013-2 Downtown Commercial Rehabilitation Grant
9. FORMAL ACTIONS
  - A. Downtown Commercial Rehabilitation Grant Application
  - B. Boring Bid

### 10. CLOSED SESSION

- A. None

### 11. ADJOURNMENT

## ***WORK SESSION AGENDA***

1. CORRESPONDENCE AND STAFF REPORTS
  - A. City Attorney Report
  - B. City Administrator Report
2. DISCUSSION ITEMS
  - A. Regional Planning Commission Grant/Loan Program
  - B. Comprehensive Plan – RFP
  - C. Farm Ground Leases
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  
January 2, 2013

The Beloit City Council met in regular session on January 2, 2013 in the Council Chamber. Mayor Tom Naasz called the meeting to order at 7:00 p.m. City Council members in attendance were Bob Richard, Lloyd Littrell, Pat Struble, Kent Miller, Robert Petterson, Matt Otte, Also present were City Administrator Glenn Rodden, City Attorney Katie Cheney, and City Clerk Amanda Lomax. Absent from the meeting were Council members Rick Brown, and Frank Delka.

Department heads in attendance were Kendal Francis, Mike Haeffele, Chris Jones, Lynn Miller, and Heather Hartman.

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

Councilor Littrell said he enjoyed the Isle of Lights this year. Councilor Petterson said the VFW feed 300 people on Christmas Day. Councilor Petterson is thankful for the snow.

City Administrator Glenn Rodden reported on the following: 1. Charles Krull with Blue Cross and Blue Shield said the city's health insurance premiums was going down 4.8% this next year. 2. The city currently has no ordinance in place concerning snow removal on sidewalks. City Administrator Rodden explained the city could adopt one but enforcing the ordinance is tough.

The Consent Agenda consisted of December 18, 2012 Council Meeting Minutes, and appropriations 1A. A motion was made by Councilor Struble and seconded by Councilor Miller to approve the consent agenda in its entirety. Roll call vote yeas: Littrell, Struble, Miller, Otte, Richard, and Petterson. Nays: None.

Staff is recommending that Council approve an Engineering Agreement with Schwab Eaton in the amount of \$68,000.00. The engineering agreement is for the city's Geometric Improvement Grant from the Kansas Department of Transportation. A motion was made by Councilor Richard and seconded by Councilor Otte to approve the Engineering Agreement with Schwab Eaton in the amount of \$68,000.00. Motion carried 6-0. Nays: None.

Staff is recommending that Council approve a Furnace Bid from Watts & Son in the amount of \$8,900.00. The furnace/AC unit is for the council chambers in the Municipal Building. A motion was made by Councilor Otte and seconded by Councilor Petterson to approve Furnace Bid from Watts & Son in the amount of \$8,900.00. Motion carried 6-0. Nays: None.

A motion was made by Councilor Petterson and seconded by Councilor Otte to Adjourn the Council Meeting. Motion passed 6-0. The meeting ended at 7:18 p.m.

The work session began at 7:18 p.m. City Council members in attendance were Bob Richard, Lloyd Littrell, Pat Struble, Kent Miller, Robert Petterson, Matt Otte, Also present were City Administrator Glenn Rodden, City Attorney Katie Cheney, and, City Clerk Amanda Lomax. Absent from the meeting were Council members Rick Brown, and Frank Delka.

Department heads in attendance were Kendal Francis, Chris Jones, Lynn Miller, and Heather Hartman.

City Administrator Glenn Rodden and Code Enforcement Officer Chris Jones discussed with Council about request for proposals for a comprehensive plan for the City of Beloit. The request for proposals for the comprehensive plan will be discussed in work session next meeting.

Council looked over proposed changes for the 2013 fee schedule. The 2013 fee schedule will be brought back next meeting for approval.

Work Session ended 7:40 p.m.

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TOM NAASZ, Mayor

ATTEST:

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AMANDA LOMAX, City Clerk

# Accounts Payable Detail Listing

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			<u>Account#</u>	<u>Work Order</u>			<u>Description</u>		<u>Debit</u>	<u>Credit</u>
6	<b>ABRAM READY-MIX, INC</b>	52714	12/31/2012	1/17/2013	283.20	12012	12/18/2012	12614		Posted
			51-43-6000			concrete			283.20	0.00
8	<b>ACE HARDWARE</b>	52692	12/31/2012	1/17/2013	10.99	428386	12/11/2012	12617	10.99	Posted
			51-41-6000			drill pump				0.00
		52704	12/31/2012	1/17/2013	10.48	429377	12/29/2012	12363	10.48	Posted
			52-43-6000			nipple & bushing				0.00
		52708	12/31/2012	1/17/2013	26.98	429442	12/31/2012	13974	26.98	Posted
			25-00-6000			flashlight & batteries				0.00
		52726	12/31/2012	1/17/2013	12.07	429263	12/27/2012	09340	12.07	Posted
			53-41-6000			cable clips & lotion				0.00
		52730	12/31/2012	1/17/2013	19.48	428566	12/14/2012	13023	19.48	Posted
			53-41-6000			hose adapters & hose w/shut off				0.00
		52788	1/17/2013	1/17/2013	14.60		1/10/2013	10859		Posted
			53-43-6000			429829-PAINTBRSH FOAM			11.61	0.00
			53-43-6000			429818-HARDWARE BOLTS,NUTS			2.99	0.00
									14.60	0.00
		52793	1/17/2013	1/17/2013	41.46		1/3/2013	14120		Posted
			10-11-4300			429503- ZEP DRAIN OPNR/HUMID TREA			37.97	0.00
			10-11-4300			429568-TOILET REPAIR BOLTS			3.49	0.00
									41.46	0.00
		52822	1/17/2013	1/17/2013	3.58	429597	1/3/2013	12924		Posted
			10-18-6000			CAULK			3.58	0.00
9	<b>ACKERMAN SUPPLY</b>	52702	12/31/2012	1/17/2013	79.99	221122	12/28/2012	10853		Posted
			53-43-2911			bib overalls			79.99	0.00
11	<b>ADVANCE INSURANCE COMPANY</b>	52695	1/17/2013	1/17/2013	676.90		1/3/2013	12961		Posted
			21-00-2100			January Life Insurance Premiums			676.90	0.00
558	<b>AFLAC</b>	52680	1/4/2013	1/4/2013	369.97					Posted
			10-00-2035			125 Plan			181.65	0.00
			51-00-2035			125 Plan			27.57	0.00
			52-00-2035			125 Plan			57.26	0.00
			53-00-2035			125 Plan			103.49	0.00
									369.97	0.00
		52681	1/4/2013	1/4/2013	7.27					Posted
			10-00-2035			AFLAC Rider			7.27	0.00
767	<b>AIRGAS MID SOUTH INC</b>	52699	12/31/2012	1/17/2013	117.17	9011145155	12/18/2012	10856		Posted
			53-43-6000			gloves			117.17	0.00
		52729	12/31/2012	1/17/2013	5.35	1600654259	11/30/2012	09338		Posted
			53-41-6230			fees for bottle rentals			5.35	0.00
21	<b>ALCO-DUCKWALL STORES INC</b>	52732	1/17/2013	1/17/2013	28.69	221-08650	1/8/2013	14088		Posted
			10-11-6000			OFFICE SUPPLIES & BOTTLED WATER			28.69	0.00
2373	<b>ALFRED BENESCH &amp; COMPANY</b>	52735	1/17/2013	1/17/2013	22,120.50	59110	1/3/2013	14084		Posted
			30-00-3000			PROJECT #00130062.00 AIRPORT EXPA			22,120.50	0.00
1085	<b>AMERICAN RED CROSS PROCESSING CENTER</b>	52795	12/31/2012	1/17/2013	432.00	10192387	12/19/2012	14117		Posted
			10-14-3000			CPR FIRST AIDE CLASS			432.00	0.00
2440	<b>ASC PUMPING EQUIPMENT</b>	52804	12/31/2012	1/17/2013	203.09	IN0025565	11/2/2012	12918		Posted
			10-19-6000			MECHANICAL SEAL, VITON/CERAMIC			203.09	0.00
2032	<b>AT&amp;T</b>	52839	12/31/2012	1/17/2013	575.38	7827382619	12/27/2012	14122		Posted
			10-11-5310			DEC 2012 ADMIN PHONE SERVICE			511.48	0.00
			52-41-5310			DEC 2012 SEWER PHONE SERVICE			63.90	0.00
									575.38	0.00

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	<u>Account#</u>	<u>Work Order</u>				<u>Description</u>						
2032	<b>AT&amp;T (continued)</b>											
52840	12/31/2012	1/17/2013			111.44	7857382047	12/27/2012	14123		Posted		
	10-19-5310					DEC 2012-NORTH CAMPUS PHONE			111.44		0.00	
52841	12/31/2012	1/17/2013			125.00	0890075948-5827	12/13/2012	14124		Posted		
	10-13-5310					DEC 2012 PD DSL SERVICE			125.00		0.00	
77	<b>BELOIT READY MIX</b>											
52813	1/17/2013	1/17/2013			511.50	660250	1/9/2013	12915		Posted		
	10-20-6160					A-B-3 20 TON FOR COUNTY RD			511.50		0.00	
80	<b>BELOIT TYPEWRITER EXCHANGE</b>											
52693	12/31/2012	1/17/2013			16.38	359153	12/13/2012	12616		Posted		
	51-41-6110					calendars , hiliters			16.38		0.00	
52728	12/31/2012	1/17/2013			179.99	359246	12/28/2012	10063		Posted		
	52-41-7460					HP 6520 printer			179.99		0.00	
52757	12/31/2012	1/17/2013			92.90		12/26/2012	08638		Posted		
	26-00-6000					359227 printer ink			82.36		0.00	
	26-00-6000					359154 supplies			10.54		0.00	
									92.90		0.00	
52771	12/31/2012	1/17/2013			104.81		11/15/2012	14091		Posted		
	10-11-6110					385573 sheet protectors			10.00		0.00	
	10-14-6110					360358 printer ink			94.81		0.00	
									104.81		0.00	
52772	1/17/2013	1/17/2013			19.54	312365	1/2/2013	12372		Posted		
	51-43-4330					UPS shipping			19.54		0.00	
52797	1/17/2013	1/17/2013			78.05		1/4/2013	14118		Posted		
	10-11-6110					312362-CALENDR REFILL			12.99		0.00	
	10-11-6110					312392-FILE TRAYS, NOTEBOOKS, CALI			65.06		0.00	
									78.05		0.00	
52849	1/17/2013	1/17/2013			84.94		1/8/2013	14073		Posted		
	10-11-6110					312251 monitor stand			71.99		0.00	
	10-11-6110					312309 name plate			12.95		0.00	
									84.94		0.00	
669	<b>BLADE-EMPIRE PUBLISHING</b>											
52827	12/31/2012	1/17/2013			274.10		12/31/2012	14067		Posted		
	10-11-5400					116903 HVAC BID			29.50		0.00	
	10-11-5400					117169 AGENDA			76.70		0.00	
	10-11-5400					116635 AGENDA			76.70		0.00	
	10-11-5400					116302 ADMIN CLERK AD			23.60		0.00	
	10-11-5400					116238 ADMIN CLERK AD			23.60		0.00	
	10-11-5400					116235 AGENDA			82.60		0.00	
	10-11-5400					116984 TROJAN/BLUEJAY AD			25.00		0.00	
	10-11-5400					117193 DISCOUNT			0.00		63.60	
									337.70		63.60	
88	<b>BLUE CROSS &amp; BLUE SHIELD INSURANCE</b>											
52696	1/17/2013	1/17/2013			66,034.52		1/3/2013	12960		Posted		
	21-00-2100					January 2013 Insurance Premiums			66,034.52		0.00	
2590	<b>SARAH BODEN</b>											
52585	12/31/2012	12/31/2012			91.21		12/14/2012	13955		Ck# 68061 Printed		
	10-11-6000					Xmas Party prizes - Scentsy			91.21		0.00	
91	<b>BOETTCHER SUPPLY INC</b>											
52706	12/31/2012	1/17/2013			3.15	774570-1	12/4/2012	12365		Posted		
	52-43-6000					conduit locknut & cord grip			3.15		0.00	
52719	12/31/2012	1/17/2013			107.71		12/6/2012	10062		Posted		
	52-41-4330					774891-1 electric heater parts			31.00		0.00	
	52-41-4330					776999-1 electric heater parts			76.71		0.00	
									107.71		0.00	
52725	12/31/2012	1/17/2013			40.43	776687-1	12/21/2012	09341		Posted		
	53-41-6000					3volt batteries			40.43		0.00	
52731	12/31/2012	1/17/2013			29.96		12/20/2012	09337		Posted		
	53-41-6000					776518-1 mini light bulbs			15.68		0.00	
	53-41-6000					775761-1 slide base lamp			14.28		0.00	
									29.96		0.00	
52753	12/31/2012	1/17/2013			34.32	773751-1	11/27/2012	14081		Posted		
	10-14-6000					9 volt batteries			34.32		0.00	

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91	<b>BOETTCHER SUPPLY INC (continued)</b>									
52759		12/31/2012	1/17/2013	306.68		10/12/2012	10858			Posted
		53-43-6000				767928-1 conduit & elbow			277.94	0.00
		53-43-6000				769706-1 4volt batteries			28.74	0.00
									<u>306.68</u>	<u>0.00</u>
52760		12/31/2012	1/17/2013	19.00	776747-1	12/21/2012	12367			Posted
		51-43-8100				wire butt connectors			19.00	0.00
52781		12/31/2012	1/17/2013	14.20	776613-1	12/20/2012	14115			Posted
		10-14-4300				Toilet Repair Supplies			14.20	0.00
52806		12/31/2012	1/17/2013	22.36	776768-1	12/21/2012	12913			Posted
		10-18-6000				TIMER FOR WEST SIDE BB COURT			22.36	0.00
52812		12/31/2012	1/17/2013	566.52	769706-1	10/25/2012	10866			Posted
		53-43-6000				45 DEG ELBOW/PV DUIT/90 DEG ELVOV			566.52	0.00
52818		1/17/2013	1/17/2013	9.23	778303-1	1/9/2013	12928			Posted
		10-18-6000				TUBE GUARD FOR LIGHTS			9.23	0.00
1258	<b>BUMPER TO BUMPER AUTO PARTS</b>									
52705		12/31/2012	1/17/2013	9.12	598305	12/26/2012	12364			Posted
		52-43-4310				thermostats			9.12	0.00
52709		12/31/2012	1/17/2013	12.87	598448	12/28/2012	13976			Posted
		25-00-4310				oil filter & windshield solvent			12.87	0.00
52713		12/31/2012	1/17/2013	20.47	598447	12/28/2012	12852			Posted
		10-13-4310				oil filters & wiper fluid			20.47	0.00
52721		12/31/2012	1/17/2013	53.49	596802	12/4/2012	10060			Posted
		52-41-7450				battery charger & cable hoist			53.49	0.00
52761		1/17/2013	1/17/2013	10.58	599230	1/8/2013	12366			Posted
		51-43-4310				oil filters			10.58	0.00
52762		12/31/2012	1/17/2013	0.00		11/9/2012	14090			Posted
		10-11-6000				594925 misc: cover keys- billed in error			118.17	0.00
		10-11-6000				594746 billing correction			0.00	118.17
									<u>118.17</u>	<u>118.17</u>
52790		1/17/2013	1/17/2013	11.13	599239	1/8/2013	10861			Posted
		53-43-4310				WIX FUEL FILTER TRUCK#69			11.13	0.00
52820		1/17/2013	1/17/2013	30.68	598925	1/3/2013	12926			Posted
		10-18-4310				ANTI-FREEZE			30.68	0.00
1091	<b>CARD SERVICES</b>									
52842		12/31/2012	1/17/2013	50.62	5981	12/28/2012	14058			Posted
		10-11-5800				FARMWAY COOP-FUEL			50.62	0.00
52843		12/31/2012	1/17/2013	318.31	5251	12/28/2012	14059			Posted
		51-41-5320				USPS			2.63	0.00
		51-41-5320				USPS			5.20	0.00
		51-41-5320				USPS			13.30	0.00
		51-41-6260				USPS			66.10	0.00
		51-41-5800				USPS			231.08	0.00
									<u>318.31</u>	<u>0.00</u>
52844		12/31/2012	1/17/2013	333.77	5232	12/28/2012	14070			Posted
		10-17-3000				KANPAY 15 BACKGROUND CHECKS			300.00	0.00
		26-00-6000				AMAZON.COM-STATIONARY SUPPLIES			33.77	0.00
									<u>333.77</u>	<u>0.00</u>
52846		12/31/2012	1/17/2013	446.63	5240	12/28/2012	14071			Posted
		10-11-3000				KAN PAY 18 CMB BACKGROUND CHECI			360.00	0.00
		51-41-3000				NORTON ANTIVIRUS RENEWAL			86.63	0.00
									<u>446.63</u>	<u>0.00</u>
52848		12/31/2012	1/17/2013	533.60	8803	12/28/2012	14074			Posted
		10-13-6260				Farmway Coop - fuel			68.01	0.00
		10-13-6000				Waynes Sporting Goods			53.63	0.00
		10-13-5310				Verizon Wireless			310.00	0.00
		10-13-6260				Farmway Coop - fuel			75.44	0.00
		10-13-6000				Alco			26.52	0.00
									<u>533.60</u>	<u>0.00</u>
124	<b>CARRICO IMPLEMENT</b>									
52723		12/31/2012	1/17/2013	43.20	IA28451	12/5/2012	10059			Posted
		52-41-4360				bolts			43.20	0.00
52763		12/31/2012	1/17/2013	40.70	IA29466	12/21/2012	12373			Posted
		51-43-7450				pliers & punch			40.70	0.00

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124	<b>CARRICO IMPLEMENT (continued)</b>									
52764		12/31/2012	1/17/2013		(10.18)		10/5/2012	14080		Posted
		10-20-7440				IA23632 freight correction from IA19945			0.00	12.20
		10-20-7440				IA27567 billing correction from IA19945			2.02	0.00
									<u>2.02</u>	<u>12.20</u>
52801		12/31/2012	1/17/2013		13.13	IA29669	12/27/2012	12920		Posted
		10-18-4330				FUEL FILTER			13.13	0.00
126	<b>CATLIN'S FRIENDLY IGA</b>									
52701		12/31/2012	1/17/2013		23.56	3113/5186	12/11/2012	10854		Posted
		53-43-6000				3113 bottled water			11.78	0.00
		53-43-6000				5186 bottled water			11.78	0.00
									<u>23.56</u>	<u>0.00</u>
52710		1/17/2013	1/17/2013		43.86	5798	1/2/2013	13973		Posted
		10-15-6000				toilet paper			43.86	0.00
52716		12/31/2012	1/17/2013		60.84	4796	12/21/2012	10056		Posted
		52-41-6110				office supplies			60.84	0.00
145	<b>CCMFOA OF KANSAS</b>									
52733		1/17/2013	1/17/2013		50.00		1/1/2013	14086		Posted
		10-11-5410				A LOMAX MEMBERSHIP DUES			50.00	0.00
1200	<b>CHEMQUEST, INC.</b>									
52722		12/31/2012	1/17/2013		2,664.00	2940	12/18/2012	10054		Posted
		52-41-6170				bulk liquid polymer			2,664.00	0.00
2418	<b>LAW OFFICE OF KATIE J CHENEY</b>									
52775		1/17/2013	1/17/2013		14.60	462	1/9/2013	14106		Posted
		10-11-6000				Expenses: postage, envelopes, paper			14.60	0.00
143	<b>CITY ATTORNEY'S ASSOCIATION OF KS</b>									
52776		1/17/2013	1/17/2013		35.00	13-40	1/2/2013	14105		Posted
		10-11-5410				2013 membership dues			35.00	0.00
158	<b>COMPUTER SOLUTIONS INC</b>									
52784		12/31/2012	1/17/2013		72.90		12/28/2012	14110		Posted
		10-14-6110				153401 MS WIRELESS 3500 MOUSE			29.95	0.00
		10-14-6110				153320 QUICKEN STARTER EDITION 20			42.95	0.00
									<u>72.90</u>	<u>0.00</u>
52814		1/17/2013	1/17/2013		65.50	039129	1/4/2013	10862		Posted
		53-43-6110				TARGUS NOTBOOK CASE			65.50	0.00
52815		1/17/2013	1/17/2013		130.85	153653	1/4/2013	10867		Posted
		53-43-7460				MS 4000 WRIS BLUE TRACK MOUSE/RC			130.85	0.00
838	<b>CONCRETE ACCESSORIES</b>									
52755		12/31/2012	1/17/2013		109.74	0689391	10/18/2012	14109		Posted
		30-00-7450				200' tape measure			109.74	0.00
2152	<b>CONSTELLATION NEW ENERGY GAS DIVISION</b>									
52584		12/31/2012	12/31/2012		3,790.63	0008302537	12/13/2012	13962		Ck# 68062 Printed
		10-19-6210				Acct #RG-85280 - N Campus Gas Billing			3,790.63	0.00
431	<b>CONTINENTAL ANALYTICAL SERVICE</b>									
52718		12/31/2012	1/17/2013		383.00	144881	12/3/2012	10057		Posted
		52-41-3000				monthly plant analysis			383.00	0.00
1913	<b>CROP PRODUCTION SERVICES</b>									
52803		12/31/2012	1/17/2013		762.27	519765	12/19/2012	12921		Posted
		10-18-6195				GRASS SEED-WINNING COLOR			762.27	0.00
1358	<b>CUNNINGHAM TELEPHONE &amp; CABLE CO</b>									
52740		1/17/2013	1/17/2013		54.80	13611	1/1/2013	14093		Posted
		10-21-5310				pool phone service			54.80	0.00
52741		1/17/2013	1/17/2013		137.88	13610	1/1/2013	14094		Posted
		10-22-5310				Airport phone service			137.88	0.00
52742		1/17/2013	1/17/2013		96.13	13609	1/1/2013	14095		Posted
		53-43-5310				systems op phone service			32.67	0.00
		52-43-5310				systems op phone service			31.73	0.00
		51-43-5310				systems op phone service			31.73	0.00
									<u>96.13</u>	<u>0.00</u>
52743		1/17/2013	1/17/2013		204.49	13094	1/1/2013	14096		Posted
		10-18-5310				Parks & Rec phone service			204.49	0.00

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	<u>Account#</u>	<u>Work Order</u>			<u>Description</u>				<u>Debit</u>	<u>Credit</u>
<b>1358 CUNNINGHAM TELEPHONE &amp; CABLE CO (continued)</b>										
52744	1/17/2013	1/17/2013	204.43	12754	1/1/2013	14097				Posted
	53-41-5310				Plants phone service				122.66	0.00
	51-41-5310				Plants phone service				81.77	0.00
									<u>204.43</u>	<u>0.00</u>
52745	1/17/2013	1/17/2013	59.80	12334	1/1/2013	14098				Posted
	10-14-5310				Fire Dept phone service				59.80	0.00
52746	1/17/2013	1/17/2013	70.53	11856	1/1/2013	14099				Posted
	10-13-5310				Police Dept phone service				70.53	0.00
52747	1/17/2013	1/17/2013	336.63	11854	1/1/2013	14100				Posted
	10-11-5310				Admin phone & internet service				336.63	0.00
52748	1/17/2013	1/17/2013	60.07	3362	1/1/2013	14101				Posted
	10-15-5310				Transportation phone service				60.07	0.00
<b>2399 DPC INDUSTRIES, INC.</b>										
52749	12/31/2012	1/17/2013	5,513.51	817003299-12	12/21/2012	12609				Posted
	51-41-6170				chlorine, soada hex, permanganate				5,513.51	0.00
<b>2053 EMG, INC</b>										
52829	1/17/2013	1/17/2013	1,000.00	3134	1/7/2013	14062				Posted
	53-41-3000				ENERGY CONSULTING AGREEMENT				1,000.00	0.00
<b>1399 TERRI ENGELBERT</b>										
52807	12/31/2012	1/17/2013	225.70		12/26/2012	12914				Posted
	10-21-3000				LIFE GUARD INSTRUCTOR(CLASS)DEC				225.70	0.00
<b>222 FARMWAY COOP INC.</b>										
52711	12/31/2012	1/17/2013	110.95	111-029466	12/31/2012	13975				Posted
	25-00-6260				diesel fuel				110.95	0.00
52737	12/31/2012	1/17/2013	(86.42)		10/31/2012	14082				Posted
	25-00-6260				050445 DIESEL EXCISE TAX CREDIT				0.00	5.99
	25-00-6260				051745 DIESEL EXCISE TAX CREDIT				0.00	39.83
	25-00-6260				053046 DIESEL EXCISE TAX CREDIT				0.00	40.60
									<u>0.00</u>	<u>86.42</u>
52756	1/17/2013	1/17/2013	458.98		1/1/2013	13978				Posted
	10-15-6260				4378 diesel fuel				150.20	0.00
	10-15-6260				3849 diesel fuel				145.54	0.00
	10-15-6260				111-029473 diesel fuel				163.24	0.00
									<u>458.98</u>	<u>0.00</u>
<b>260 FASTENAL COMPANY</b>										
52720	12/31/2012	1/17/2013	199.40	KSCON36013	12/6/2012	10061				Posted
	52-41-4360				stainless bolts				199.40	0.00
<b>262 GRAINGER CO</b>										
52727	12/31/2012	1/17/2013	161.78	9021158820	12/14/2012	13016				Posted
	53-41-7450				800 lb hand cylinder, truck				161.78	0.00
<b>2274 GREAT PLAINS EQUIPMENT SUPPLY</b>										
52810	12/31/2012	1/17/2013	606.23	23911	12/12/2012	11559				Posted
	10-19-6000				BOILER PARTS, GASKETS, MANWAY,W				606.23	0.00
<b>2573 HEATHER HARTMAN</b>										
52758	1/17/2013	1/17/2013	85.75		1/2/2013	12279				Posted
	26-00-5310				Verizon wireless service				85.75	0.00
52826	1/17/2013	1/17/2013	172.15		1/7/2013	08636				Posted
	26-00-5800				MILEAGE REIMBURSEMENT TO TIPTON				31.90	0.00
	26-00-5800				MILEAGE REIMBURSEMENT TO GLEN E				15.40	0.00
	26-00-5800				MILEAGE REIMBURSEMENT TO HAYS				124.85	0.00
									<u>172.15</u>	<u>0.00</u>
<b>296 HAYNES EQUIPMENT CO INC</b>										
52777	12/31/2012	1/17/2013	1,161.04	0028941-IN	12/31/2012	12583				Posted
	51-41-4360				feeder motor & pulley				1,161.04	0.00
<b>305 HISEROTE TRASH SERVICE</b>										

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<b>305 HISEROTE TRASH SERVICE (continued)</b>									
52824	12/31/2012	1/17/2013	515.00		11/30/2012	14065			Posted
	10-18-4300				TRASH REMOVAL			240.00	0.00
	25-00-7490				TRASH REMOVAL			85.00	0.00
	51-41-3000				TRASH REMOVAL			17.50	0.00
	53-41-3000				TRASH REMOVAL			17.50	0.00
	10-11-3000				TRASH REMOVAL			55.00	0.00
	10-13-3000				TRASH REMOVAL			25.00	0.00
	10-20-3000				TRASH REMOVAL			35.00	0.00
	53-43-3000				TRASH REMOVAL			14.00	0.00
	52-43-3000				TRASH REMOVAL			13.00	0.00
	51-43-3000				TRASH REMOVAL			13.00	0.00
								<u>515.00</u>	<u>0.00</u>
52825	12/31/2012	1/17/2013	515.00		12/31/2013	14066			Posted
	10-18-4300				TRASH REMOVAL			240.00	0.00
	25-00-7490				TRASH REMOVAL			85.00	0.00
	51-41-3000				TRASH REMOVAL			17.50	0.00
	53-41-3000				TRASH REMOVAL			17.50	0.00
	10-11-3000				TRASH REMOVAL			55.00	0.00
	10-13-3000				TRASH REMOVAL			25.00	0.00
	10-20-3000				TRASH REMOVAL			35.00	0.00
	53-43-3000				TRASH REMOVAL			14.00	0.00
	52-43-3000				TRASH REMOVAL			13.00	0.00
	51-43-3000				TRASH REMOVAL			13.00	0.00
								<u>515.00</u>	<u>0.00</u>
<b>2595 INDUSTRIAL DISTRIBUTION GROUP USA, LLC</b>									
52802	12/31/2012	1/17/2013	230.71	09339	12/26/2012	09343			Posted
	53-41-6000				12 CANS OF ADHESIVE SPRAY			230.71	0.00
<b>1221 INTERNATIONAL CODE COUNCIL</b>									
52785	12/31/2012	1/17/2013	125.00	2921343	12/4/2012	14119			Posted
	10-11-5410				MEMBERSHIP DUES			125.00	0.00
<b>356 KANSAS DEPARTMENT OF REVENUE-ABC</b>									
52660	12/31/2012	12/31/2012	200.00		12/28/2012	13969			Ck# 68063 Printed
	10-11-3000				CMB Lisences fees (8 renewal stamps)			200.00	0.00
<b>2133 KANSAS GAS SERVICE</b>									
52832	1/17/2013	1/17/2013	4,599.67	100270100	1/4/2013	14131			Posted
	10-11-6210				ADMIN			1,248.97	0.00
	10-22-6210				AIRPORT			68.42	0.00
	10-11-6210				OLD LIBRARY			207.90	0.00
	10-18-6210				PARKS AND REC			174.96	0.00
	51-41-6210				POWER PLANT			595.76	0.00
	10-15-6210				TRANSPORTATION			790.34	0.00
	53-43-6210				SYSTEM OPERATIONS			444.53	0.00
	52-43-6210				SYSTEM OPERATIONS			431.47	0.00
	51-43-6210				SYSTEM OPERATIONS			431.47	0.00
	51-41-6210				WATER DEPT			205.85	0.00
								<u>4,599.67</u>	<u>0.00</u>
52833	1/17/2013	1/17/2013	60.03	2007742-27	1/18/2013	14129			Posted
	53-43-6210				502 12TH-B Gene			20.01	0.00
	52-43-6210				502 12TH-B Gene			20.01	0.00
	51-43-6210				502 12TH-B Gene			20.01	0.00
								<u>60.03</u>	<u>0.00</u>
52834	1/17/2013	1/17/2013	684.88	156296173	1/11/2013	14125			Posted
	53-41-6210				215 S CHESTNUT-POWER PLANT			684.88	0.00
52835	1/17/2013	1/17/2013	192.01	1698012-91	1/2/2013	14126			Posted
	51-41-6210				215B S CHESTNUT-WATER TREATMEN			192.01	0.00
52836	1/17/2013	1/17/2013	287.68	1218503-73	1/2/2013	14157			Posted
	10-13-6210				416 E 12TH-ARMORY BLDG			71.92	0.00
	53-43-6210				416 E 12TH-ARMORY BLDG			71.92	0.00
	52-43-6210				416 E 12TH-ARMORY BLDG			71.92	0.00
	51-43-6210				416 E 12TH-ARMORY BLDG			71.92	0.00
								<u>287.68</u>	<u>0.00</u>

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	<u>Account#</u>	<u>Work Order</u>						<u>Debit</u>	<u>Credit</u>	
<b>2133 KANSAS GAS SERVICE (continued)</b>										
52837	1/17/2013	1/17/2013	397.34	162672864	601 N MILL FIRE DEPT	1/3/2013	14128	397.34	Posted	0.00
	10-14-6210									
52838	1/17/2013	1/17/2013	1,465.34	1219848-91	1720 N HERSEY AVE	1/9/2013	14130	1,465.34	Posted	0.00
	10-19-6210									
<b>367 KANSAS MUNICIPAL UTILITIES</b>										
52845	1/17/2013	1/17/2013	20.00	11803	G RODDEN-LEGISLATIVE LUNCHEON	1/10/2013	14072	20.00	Posted	0.00
	10-11-2400									
<b>370 KANSAS ONE CALL SYSTEM INC</b>										
52782	12/31/2012	1/17/2013	39.20	2120161	LOCATES	12/31/2012	14114	13.32	Posted	0.00
	53-43-3000				LOCATES			12.94		0.00
	51-43-3000				LOCATES			12.94		0.00
	52-43-3000							39.20		0.00
<b>375 KANSAS STATE TREASURER</b>										
52698	12/31/2012	1/17/2013	1,355.50		Nov 2012 Law Enforce Training Center Fu	11/1/2012	12864	600.00	Posted	0.00
	10-12-3000				Dec 2012 Law Enforce Training Center Fu			400.00		0.00
	10-12-3000				Judicial Branch Education Fund Fees			105.50		0.00
	10-12-3000				Comm Corrections Supervision Fund Fees			250.00		0.00
								1,355.50		0.00
<b>389 KOHLER'S GARAGE</b>										
52715	12/31/2012	1/17/2013	90.00	83039	throttle cable	12/17/2012	13957	90.00	Posted	0.00
	10-14-4310									
<b>394 KRIERS' AUTO PARTS</b>										
52691	12/31/2012	1/17/2013	36.45	123647	hand cleaner & pump brg	12/13/2012	12618	36.45	Posted	0.00
	51-41-4360									
52754	12/31/2012	1/17/2013	7.53	118888	grease gun coupler	10/9/2012	14079	7.53	Posted	0.00
	10-14-6000									
52765	12/31/2012	1/17/2013	10.26		121889 undercoat & de-icer	11/16/2012	12853	10.26	Posted	0.00
	10-13-4310				122993 battery			162.39		0.00
	10-13-4310				122995 return battery			0.00		162.39
								172.65		162.39
52770	12/31/2012	1/17/2013	16.39	125027	9008B1 capsule	1/1/2013	12854	16.39	Posted	0.00
	10-13-4310									
52821	1/17/2013	1/17/2013	87.39	141054	SEAL FOR MAIN DONDENSATION PUMF	1/3/2013	12925	87.39	Posted	0.00
	10-19-6000									
<b>2264 KSVS</b>										
52783	12/31/2012	1/17/2013	168.00	51-00020-0000	ADMIN., CLERK POSITION AD	12/31/2012		168.00	Posted	0.00
	10-11-5400									
<b>188 LAWSON PRODUCTS INC</b>										
52750	12/31/2012	1/17/2013	212.52	9301328319	2 strap wrenches	12/21/2012	09344	212.52	Posted	0.00
	53-41-4360									
<b>409 LIGHT &amp; WATER UTILITIES</b>										

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409	<b>LIGHT &amp; WATER UTILITIES (continued)</b>									
52787	12/31/2012	1/17/2013		27,431.05			12/31/2012	14121		Posted
	10-11-6220				ADMIN				2,247.01	0.00
	10-11-6220				ADMIN SHARE				44.14	0.00
	10-13-6220				PD SHARE				44.13	0.00
	51-41-6220				WATER SHARE				44.14	0.00
	10-14-6220				FIRE DEPT				230.71	0.00
	10-15-6220				TRANSPORTATION				384.22	0.00
	10-18-6220				PARKS & REC				2,215.09	0.00
	10-20-6220				CEMETERY				392.76	0.00
	10-22-6220				AIRPORT				291.98	0.00
	51-41-6220				WATER PLANT				4,715.11	0.00
	52-41-6220				SEWER PLANT				10,822.63	0.00
	53-41-6220				POWER PLANT				83.90	0.00
	51-43-6220				WATER SYSTEMS				203.96	0.00
	52-43-6220				SEWER SYSTEMS				203.96	0.00
	53-43-6220				SYSTEMS OP SHARE				203.95	0.00
	51-43-6220				SYSTEMS OP SHARE				28.33	0.00
	52-43-6220				SYSTEMS OP SHARE				28.32	0.00
	53-43-6220				SYSTEMS OP SHARE				28.32	0.00
	10-13-6220				PD SHARE				28.32	0.00
	53-43-6220				ELECTRIC SYSTEMS				56.77	0.00
	10-19-6220				NORTH CAMPUS				5,003.77	0.00
	10-21-6220				POOL				129.53	0.00
									<u>27,431.05</u>	<u>0.00</u>
424	<b>MCHENRY ELECTRIC &amp; SUPPLY</b>									
52736	12/31/2012	1/17/2013		15.95	007252		10/24/2012	13977		Posted
	10-15-4310				CHAIN				15.95	0.00
465	<b>MITCHELL COUNTY HEALTH DEPARTMENT</b>									
52794	1/17/2013	1/17/2013		120.00	4178		1/4/2013	14116		Posted
	10-15-3000				EMPLOYEE HP B VACINATION				60.00	0.00
	10-14-3000				EMPLOYEE HP B VACINATION				60.00	0.00
									<u>120.00</u>	<u>0.00</u>
470	<b>MITCHELL COUNTY SOLID WASTE</b>									
52724	12/31/2012	1/17/2013		16.00			11/21/2012	10058		Posted
	52-41-3000				02865 dump fees				8.00	0.00
	52-41-3000				02883 dump fees				8.00	0.00
									<u>16.00</u>	<u>0.00</u>
342	<b>MUNICIPAL SUPPLY INC. OF NEBRASKA</b>									
52768	12/31/2012	1/17/2013		378.46			12/21/2012	12369		Posted
	51-43-8100				0521319-IN meter flanges				352.44	0.00
	51-43-8100				0520945-IN meter adapter & gskt				26.02	0.00
									<u>378.46</u>	<u>0.00</u>
52769	12/31/2012	1/17/2013		362.34			12/27/2012	12368		Posted
	51-43-8100				0521634-IN coupler gskts				5.58	0.00
	51-43-8100				0521740-IN repair clamps				356.76	0.00
									<u>362.34</u>	<u>0.00</u>
1028	<b>NCK COMMUNITY NETWORK</b>									
52798	12/31/2012	1/17/2013		30.00	57902		11/26/2012	14108		Posted
	10-11-3000				VIRTUAL DOMAIN RENEWAL				30.00	0.00
494	<b>NEBRASKA MUNICIPAL POWER POOL</b>									
52828	1/17/2013	1/17/2013		70.69	27215		1/8/2013	14064		Posted
	10-11-6110				DOOR HANGERS				70.69	0.00
827	<b>NETWORKS PLUS</b>									
52717	12/31/2012	1/17/2013		265.00	104233		12/15/2012	12850		Posted
	10-13-3360				service contract				265.00	0.00
52780	12/31/2012	1/17/2013		60.00	130905		12/31/2012	14113		Posted
	10-11-3360				Dec. 2012 Mozypro Backup				60.00	0.00
52800	12/31/2012	1/17/2013		2,291.00	131109		12/31/2012	12919		Posted
	10-17-7450				COMPUTER, SOFTWARE, MONITOR, EX				2,291.00	0.00

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	<b>Account#</b>	<b>Work Order</b>			<b>Description</b>						
<b>750 NORTH CENTRAL AIR, INC (continued)</b>											
52707	12/31/2012	1/17/2013	18.00	6-8-46446	12/26/2012	12362		Posted			
	52-43-6000				water filters				18.00	0.00	
<b>496 NORTH CENTRAL REGIONAL PLANNING</b>											
52734	1/17/2013	1/17/2013	500.00		1/4/2013	14085		Posted			
	10-11-5410				2013 MEMBERSHIP DUES				500.00	0.00	
<b>2598 OLD SCHOOL SEALS</b>											
52816	1/17/2013	1/17/2013	45.00		1/1/2013	08637		Posted			
	26-00-6000				SUPPLIES FOR NOTES & GIFTS				45.00	0.00	
<b>2585 PAUL'S TREE SERVICE</b>											
52697	12/31/2012	1/17/2013	150.00	2078	12/20/2012	10857		Posted			
	53-43-3000				tree removal service				150.00	0.00	
52792	1/17/2013	1/17/2013	6,500.00	2108	1/8/2013	10864		Posted			
	53-43-3000				TREE TRIM				6,500.00	0.00	
<b>2211 PIPING CONTRACTORS OF KANSAS INC</b>											
52809	12/31/2012	1/17/2013	2,105.00	23853	12/31/2012	12917		Posted			
	10-19-3000				COMBUSTION ANALYSIS/ADJUSTMENT				2,105.00	0.00	
<b>1263 PRAIRE FIRE COFFEE ROASTERS</b>											
52789	1/17/2013	1/17/2013	43.21	488850	1/10/2013	10860		Posted			
	53-43-6000				601 FP 36PK 1.5 OZ				43.21	0.00	
52796	1/17/2013	1/17/2013	126.70	488855	1/7/2013	14112		Posted			
	10-11-6000				COFFEE 36 PK				126.70	0.00	
<b>2593 PROFESSIONAL FIRE EQUIPMENT CO., LLC</b>											
52779	12/31/2012	1/17/2013	1,116.00	28546	12/21/2012	14104		Posted			
	10-14-7440				SCBA & Fire extinguisher maintenance				1,116.00	0.00	
<b>192 PURCHASE POWER</b>											
52830	1/17/2013	1/17/2013	1,971.00	25374687	1/3/2013	14063		Posted			
	10-11-3000				POSTAGE FOR MAILING SYSTEM				1,971.00	0.00	
<b>2226 REACTION ENGINEERING INC</b>											
52808	12/31/2012	1/17/2013	85.00	14603	12/3/2012	12916		Posted			
	10-18-6170				POTASSIUM IODIDE/IODATE REAGENT				85.00	0.00	
<b>321 RICOH USA, INC</b>											
52739	12/31/2012	1/17/2013	1,162.98	88275840	12/31/2013	14102		Posted			
	10-11-3000				rental agreement for copier				1,162.98	0.00	
<b>94 SCHENDEL PEST CONTROL</b>											
52791	1/17/2013	1/17/2013	50.00	10451	1/2/2013	10863		Posted			
	53-43-3000				SPRAING SPIDERS/ARMORY				17.00	0.00	
	51-43-3000				SPRAING SPIDERS/ARMORY				16.50	0.00	
	52-43-3000				SPRAING SPIDERS/ARMORY				16.50	0.00	
									50.00	0.00	
<b>603 SEWELL'S MACHINE SHOP</b>											
52819	1/17/2013	1/17/2013	94.17	013499	1/7/2013	12927		Posted			
	10-18-6000				ARGON COZ TANKS				94.17	0.00	
<b>607 SHAMBURG OIL COMPANY</b>											
52703	12/31/2012	1/17/2013	249.85		12/14/2012	10852		Posted			
	53-43-6270				355033 clear diesel				129.55	0.00	
	53-43-6270				356057 clear diesel				120.30	0.00	
									249.85	0.00	
52773	1/17/2013	1/17/2013	74.00	357470	1/4/2013	12371		Posted			
	51-43-6270				clear diesel				74.00	0.00	
52774	12/31/2012	1/17/2013	(84.89)		11/28/2012	14089		Posted			
	51-43-6270				215812 diesel excise tax credit				0.00	37.71	
	51-43-6270				213813 diesel excise tax credit				0.00	33.09	
	51-43-6270				213813 diesel excise tax credit				0.00	33.09	
	53-43-6000				215641 30# bottle				19.00	0.00	
									19.00	103.89	
<b>626 SOLOMON VALLEY HOME CENTER</b>											
52752	12/31/2012	1/17/2013	588.00	10288898	10/29/2012	12619		Posted			
	51-41-7490				2 windows				588.00	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>Debit</u>	<u>Credit</u>
	<u>Account#</u>	<u>Work Order</u>				<u>Description</u>						
626	<b>SOLOMON VALLEY HOME CENTER (continued)</b>											
52805	12/31/2012	1/17/2013	234.69		10295894-	1"ELEMENT	12/26/2012	11560		Posted	12.79	0.00
	10-18-7000				10295645-	METAL SCREWS & METAL					221.90	0.00
	10-18-7000										234.69	0.00
643	<b>STANION WHSE ELECTRIC COMPANY</b>											
52700	12/31/2012	1/17/2013	216.07	3314512-00		bulk staples	12/20/2012	10855		Posted	216.07	0.00
	53-43-6000											
2599	<b>STANWYCK AVIONICS INC.</b>											
52831	1/17/2013	1/17/2013	3,125.00	201315		awos computer w/hardware & software	1/5/2013	13979		Posted	3,125.00	0.00
	30-00-3000											
673	<b>THOMPSON'S OK TIRE, INC</b>											
52823	1/17/2013	1/17/2013	9.00	1-61948		TIRE REPAIR	1/3/2013	12923		Posted	9.00	0.00
	10-18-6140											
2442	<b>ROBERT THOMPSON</b>											
52817	1/17/2013	1/17/2013	90.00			BOOT ALLOWANCE	1/9/2013	12922		Posted	90.00	0.00
	10-18-2911											
201	<b>THYSSENKRUPP ELEVATOR</b>											
52738	1/17/2013	1/17/2013	400.67	3000344951		elevator maintenance	1/1/2013	14103		Posted	400.67	0.00
	10-11-3000											
1163	<b>TMHC SERVICES INC</b>											
52751	12/31/2012	1/17/2013	301.00			171378 Employee assistance program & fe	11/30/2012	14087		Posted	115.50	0.00
	10-11-3000					172507 Employee assistance program & fe					115.50	0.00
	10-11-3000					172507 Pre-employment testing					70.00	0.00
											301.00	0.00
2596	<b>U S WIPING MATERIALS INC.</b>											
52778	12/31/2012	1/17/2013	210.35	01-38394		red shop towels	11/12/2012	09342		Posted	210.35	0.00
	53-41-4360											
410	<b>UTILITIES</b>											
52799	12/31/2012	1/17/2013	470.33			CITY SHARE OF JAIL UTILITIES	12/31/2012	14092		Posted	470.33	0.00
	10-13-6220											
702	<b>UTILITY SERVICE COMPANY</b>											
52694	1/17/2013	1/17/2013	10,139.58	306528		North Tower maintenance agreement	1/1/2013	12615		Posted	10,139.58	0.00
	51-41-3000											
2067	<b>VERIZON WIRELESS SERVICES, LLC</b>											
52712	12/31/2012	1/17/2013	79.41	2845504581		Police Dept. Wireless service	12/18/2012	12851		Posted	79.41	0.00
	10-13-5310											
706	<b>VERMEER GREAT PLAINS, INC</b>											
52811	12/31/2012	1/17/2013	182.90			02032057-BRG-1 1/2" PB	10/31/2012	10865		Posted	167.22	0.00
	53-43-4330					02032179- SNAP RING -2 1/2					15.68	0.00
	53-43-4330										182.90	0.00
721	<b>WATER PRODUCTS OF OKLAHOMA</b>											
52766	12/31/2012	1/17/2013	228.97	0950447-IN		meter flanges & shipping	12/14/2012	12370		Posted	228.97	0.00
	51-43-8100											

187,714.17 161 Non-voided payables listed.

Report Setup  
 AP - Accounts Payable Listing : Vendor Name  
 Filter Options  
 Starting: 12/31/2012  
 Ending: 1/17/2013  
 Banks: All  
 Payable Status: Unpaid  
 All Vendors Selected

## REQUEST FOR COUNCIL ACTION

<b>DATE:</b>	<b>TITLE:</b>
January 15, 2013	Resolution 2013-1 2013 Fee Schedule
<b>ORIGINATING DEPARTMENT:</b>	<b>TYPE OF ACTION:</b>
Administration	<input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION
	<input type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

### RECOMMENDATION:

I recommend that the City Council approve Resolution 2013-1 2013 Fee Schedule.

### FISCAL NOTE:

- There is not cost associated with passing this Resolution.

### DISCUSSION:

Respectfully submitted,

Glenn Rodden  
City Administrator

## 2013 Fee Schedule

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELOIT  
ADOPTING THE 2013 FEE SCHEDULE

**WHEREAS**, the City of Beloit, Kansas, charges fees for activities and services offered by the City; and

**WHEREAS**, the fees are needed to ensure the City of Beloit is compensated for the use of facilities, equipment, and services; and

**WHEREAS**, after reviewing the fees, the Governing Body believes that the fees are fair to both the public and the City;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Beloit that, effective January 15, 2013, City fees shall be as follows:

General Topic	Specific Topic	2013 Fees
<b>Administration:</b>		
Application Fees:	Variance	\$50
	Conditional Use	\$50
	Zoning Application Fees	\$50
	Plat Fee	\$50
	Building Permit Fee	.25% of estimated cost (\$25 min.)
Miscellaneous:	Economy Shop Rent	\$50 per month
	Return Check Fee	\$30
	Personnel/Operator per hour	\$25
	Commercial sign permits	\$25
	To send a fax	\$1 per page
	To make copies	\$.25 per page
	Grill (per day)	\$25
	Special Event License	\$25
	Transient Merchant Fee	\$100/day or \$400/year + \$50 Investigation Fee
Miscellaneous:	<i>Grass Cutting</i>	Cost + \$250 Administrative Fee for 1 <sup>st</sup> Occurrence, Cost + \$500 for 2 <sup>nd</sup> , Cost + \$750 for 3 <sup>rd</sup> and Cost + \$1,000 for 4 <sup>th</sup>
	<i>Nuisance Abatement</i>	Cost + \$250 Administrative Fee for 1 <sup>st</sup> Occurrence, Cost + \$500 for 2 <sup>nd</sup> , Cost + \$750 for 3 <sup>rd</sup> and Cost + \$1,000 for 4 <sup>th</sup>
Open Records Fees:	Per Page	\$0.25
	Per Quarter Hour	\$6.25
Alcohol License Fees:	Convenience/Grocery store	\$75
	Occupation tax for Class A clubs	\$125
	Occupation tax for liquor store	\$200
	Serve in and carry out	\$200
	Taverns that serve 3.2 beer	\$150
Franchise Fees:	Trash Fee	10%
	Fire Protection fees	Yearly FD mil levy + 10%
Animal Fees:	<b>Registration for pets per year:</b>	
	Spayed or Neutered	\$5
	Non spayed or Non neutered	\$50
	Not registered (after 1/31 of each year)	\$20
	Lost Tag Replacements	\$15
	Transfer Fee	\$1
	<b>If animal is taken to the pound:</b>	
	First Impoundment	\$10 + \$10/day thereafter
	Second/Subsequent Impoundment	\$20 + \$10/day thereafter
	<b>Level I Offense:</b>	
	First Offense	\$15
	Second Offense	\$30
	Third Offense	\$45
	Fourth Offense	Court
	<b>Level II Offense:</b>	
	First Offense	\$25
	Second Offense	\$50
	Third Offense	\$75
	Fourth Offense	Court
	<b>Level III Offense:</b>	
	First Offense	\$40
	Second Offense	\$80
	Third Offense	\$120
	Fourth Offense	Court
	<b>Level IV Offense:</b>	
	First Offense	\$100 + impound fees
	Second Offense	\$200 - \$500

	Removal of large dead animals	\$50
	Kenneled fees	\$10/day
	Hobby Breeder's License	\$200/year
	Reapplication for Hobby Breeder's	\$20
	Commercial Establishments	\$300/year
	Reapplication for Comm. Establishments	\$30
	Private Guard Dog License	\$100/year
	Commercial Guard Dog Service License	\$400/year
<b>Parks and Rec.:</b>		
	Co-ed Volleyball	Varies by # of teams
	Co-ed Softball	Varies by # of teams
	Adult Programs	Varies by program
	Youth Programs	Varies by program
	Sno-cone machine	\$25 per day + \$25 deposit
	Cotton Candy machine	\$25 per day + \$25 deposit
	Sound System	\$25 + \$25 deposit
Chautauqua Park:	White Building (Reserve)	\$50/day + \$50 deposit
	Gazebo (Reserve)	\$25/day + \$25 deposit
	Camping	By donation
Municipal Building:	Tables	\$5/table/day + \$50 deposit
	Chairs	\$.50 per day + \$50 deposit
	Not pick up between 8-5, no help loading, not clean	\$20 extra rental
Room Rental:	Deposit for any key	\$50
	Club sports team renting Gym at available	2 months \$100 Deposit + \$100 Rental, 3 months \$100 Deposit + \$150 Rental
	<b>Gym: Deposit Fee Does NOT Guarantee all Dates</b>	
	School deposit	\$1,000
	Private - For Profit/Business	\$100 Deposit + \$125 Rental
	Private - Non-Profit	\$100 Deposit + \$75 Rental
	Community	\$100 Deposit + on City Agreement
	<b>Conference Room:</b>	
	Private - For Profit/Business	\$50 Deposit + \$50 Rental
	Private - Non-Profit	\$50 Deposit + \$50 Rental
	Community	\$50 Deposit + on City Agreement
	<b>Trail Room:</b>	
	Private - For Profit/Business	\$50 Deposit + \$50 Rental
	Private - Non-Profit	\$50 Deposit + \$50 Rental
	Community	\$50 Deposit + on City Agreement
	<b>Sutter Room:</b>	
	Private - For Profit/Business	\$100 Deposit + \$125 Rental
	Private - Non-Profit	\$100 Deposit + \$75 Rental
	Community	\$100 Deposit + on City Agreement
	<b>Entire Basement:</b>	
	Private - For Profit/Business	\$200 Deposit + \$225 Rental
	Private - Non-Profit	\$200 Deposit + \$150 Rental
	Community	\$100 Deposit + on City Agreement
Cemetery:	Standard Burial (opening and closing)	\$300
	Burial after hours, holidays, weekends	add \$145.00
	Infant Burial	\$100
	Cremation	\$100
	Cremation over 24 X 24	\$150
	Grave spaces	\$300
	Veteran & spouse grave spaces in Soldier Square	\$0
	Transfer of Deeds	\$25
Sports Complex:	Concession Stand: per event	25 + \$50.00 Deposit
	Concession Stand: per Season	\$100 + \$50 Deposit
	Season Key Deposit	\$50
<b>Swimming Pool:</b>	Daily Admittance:	2 years and under - Free with accompanied adult (over 18) must be in swim diaper if not potty trained
		3 -17 years \$3.00
		18-61 years \$5.00
		62 and over \$2.00
	Individual Seasonal Pass	Before 5/19/2013 \$50
	Individual Seasonal Pass	After 5/19/2013 \$75
	Family Seasonal Pass	Before 5/19/2013 (2 adults and 4 kids) \$150.00
	Family Seasonal Pass	Before 5/19/2013 Option 1 - Each additional family's child - \$25.00 up to \$200.00
	Family Seasonal Pass	After 5/19/2013 (2 adults and 4 kids) \$175.00
	Family Seasonal Pass	After 5/19/2013 Option 1 - Each additional family's child - \$25.00 up to \$225.00

		Option 2 - The family's babysitter an additional \$40.00 per person with consent form
Day Care Provider		\$25.00 for a seasonal pass used when supervising day care children only
Private Swim Lessons		Both teacher and student needs to pay the admission/have a pass and file form with pool manager
City Sponsored Swim Lesson		Will depend on current cost
Pool Parties:		
All inclusive features		Under 50 admissions \$200.00 for 1.5 hours
		50 to 100 admissions \$250.00 for 1.5 hours
		Over 100 admissions \$300.00 for 1.5 hours
		Concession Stand Open - an additional \$25.00
Pool without lazy river		Under 50 admissions \$150.00 for 1.5 hours
		50 to 100 admissions \$150.00 for 1.5 hours
		Over 100 admissions \$200.00 for 1.5 hours
		Concession Stand Open - an additional \$25.00
Toddler Party		Only toddler sections open - 25 Children maximum with 10 adults for 1 hour
<b>Transportation:</b>		
Barricades:	Business	\$30
	Non-Business	\$0
Vehicle Usage Rates:	Description of Vehicle	Proposed Fees (per hour)
Systems Op	Unit #10	Meter Reader's
		\$20 + cost of operator
20		1981 GMC 7 cy. Dump Truck
		\$40 + cost of operator
Parks & Rec	21	1976 Ford Bus
		\$15 + cost of operator
22		2002 GMC 1 Ton Dump Truck
		\$20 + cost of operator
22a		1985 Ford 1 Ton Dump Truck
		\$20 + cost of operator
23		1996 Ford 1 Ton Service Pickup
		\$20 + cost of operator
24		1996 IHC Tandem Dump Truck
		\$60 + cost of operator
25		2010 ¾ Ton Dump Truck
		\$20 + cost of operator
26		1977 Chevy 2 Ton Flatbed
		\$40 + cost of operator
27		1997 Johnston Sweeper
		\$70 + cost of operator
28		1967 2 Ton Oil Distributor
		\$50 + cost of operator
29		1983 GMC Oil Distributor
		\$50 + cost of operator
30		2003 GMC 2500 HD 4X4
		\$25 + cost of operator
31		2004 Ford 1 Ton Service Truck
		\$35 + cost of operator
32		8'x12 Tilt Trailer
		\$15 + cost of operator
33		1985 GMC 2 Ton Flatbed
		\$40 + cost of operator
34		Airport Courtesy Car
		\$20 + cost of operator
35		Portable Welder
		\$15 + cost of operator
36		1969 Chevy 1 Ton Water Truck
		\$20 + cost of operator
37		1989 Caterpillar Motor Grader
		\$75 + cost of operator
38		1979 Ford 545 Utility Tractor
		\$35 + cost of operator
39		1987 Caterpillar 916 Loader
		\$75 + cost of operator
40		2011 J.D. 524K Loader
		\$75 + cost of operator
41		2002 (310 SG) J.D. Backhoe
		\$60 + cost of operator
42		Sulair Air Compressor plus tools
		\$30 + cost of operator
42a		Self Propelled Concrete Saw
		\$25 + cost of operator
43		1982 Chevy 10 cy. Dump Truck
		\$50 + cost of operator
44		1982 IHC 7 cy. Dump Truck
		\$40 + cost of operator
45		1994 Ford Service Truck
		\$35 + cost of operator
46		2008 Ford Pickup
		\$20 + cost of operator
47		1994 Belarus Tractor
		\$35 + cost of operator
48		2002 Vibratory Packer
		\$60 + cost of operator
49		Ferguson Rubber Tired Roller
		\$25 + cost of operator
50		2000 Freightliner Semi
		\$60 + cost of operator
51		Gomaco Curb Machine
		\$60 + cost of operator
52		2012 Bobcat Skid Steer
		\$40 + cost of operator
53		2007 Crafcoc Crack Sealer
		\$30 + cost of operator
54		Trencher
		\$50 + cost of operator
60		Ford 1 Ton - Steve's Truck
		\$30 + cost of operator
61		Chevy Pickup - Ron's Truck
		\$30 + cost of operator
62		Ford Large Bucket Truck (newest)
		\$110 + cost of operator
63		Ford Small Bucket Truck
		\$75 + cost of operator
64		Ford Large Bucket Truck
		\$110 + cost of operator
65		Chevy Dump Truck
		\$30 + cost of operator
66		Ford Digger Derrick
		\$90 + cost of operator
67		GMC Digger Derrick
		\$90 + cost of operator
92		Water Service Truck 1 Ton
		\$35 + cost of operator
68		Chevy Sewer Service Pickup
		\$40 + cost of operator
72		Allis Front Loader
		\$75 + cost of operator
73		Case-Davis Small Trencher
		\$35 + cost of operator
76		John Deere Skidsteer
		\$30 + cost of operator
78		Vermeer Large Trencher
		\$75 + cost of operator

79	Vermeer Chipper for trees	\$25 + cost of operator
80	Sewer Rodder	\$60 + cost of operator
81	Generator for sewer lift stations	\$15 + cost of operator
	Pole Drill Rig	\$50 + cost of operator
	Rock n' Roller Concrete Stamper	\$25 + cost of operator
	Scarifier	\$60 + cost of operator
	Farm Tractor	\$20 + cost of operator
	Street Sweeper	\$50 + cost of operator
	Tractor and Mower	\$35 + cost of operator
	Hand Mower	\$10 + cost of operator
	Weed Eater	\$10 + cost of operator
	Tapping Machine	\$15 + cost of operator
	Pipe Saw	\$15 + cost of operator
	Boring Machine (push pull)	\$65 + cost of operator
	Boring Machine (auger)	\$70 + cost of operator
	Filter and Equipment	\$50 + cost of operator
	Fire Truck	\$150 + cost of operator
	Barricade	\$30 per day
Utility Cut Fee:	Asphalt/Concrete	\$150 + materials
	Brick	\$200 + materials
	Gravel	\$100 + materials
<b>Operations:</b>		
Water:	<b>Meters:</b>	
	All sizes	Cost of Meter
	<b>Tapping Fees:</b>	
	3/4"	\$75
	1"	\$150
	1 1/2"	\$350
	2"	\$550
	4"	\$900
	6"	\$1,200
Utilities:	Deposit	\$150
	Transfer Service	\$30
	<b>Impact Fee: (Ordinance 1882)</b>	
	Water	\$350
	Sewer	\$400
	Electric	\$350
	<b>Reconnect Fee:</b>	
	If shut off for non payment	\$75 + tax
	After 5pm or on weekends	\$75 + tax +\$50
Light Pole Fees:	Pole Setting	\$1,000
	100 HPS Security Light	\$12 per month
	250 HPS Security Light	\$18 per month
	Pole	Wood=free / Metal=\$600
Police Department:	Special Use Permit	No Charge
	<b>Police Reports:</b>	
	Accidents	\$5
	Criminal (Front Page Only)	\$0.25

**PASSED AND ADOPTED** at a regular meeting of the Governing Body of the City of Beloit and signed by the Mayor this 15th day of January 2013.

\_\_\_\_\_  
TOM NAASZ, Mayor

ATTEST:

\_\_\_\_\_  
AMANDA LOMAX, City Clerk



## REQUEST FOR COUNCIL ACTION

<b>DATE:</b> January 15, 2013	<b>TITLE:</b> Resolution 2013-2 DOWNTOWN COMMERCIAL REHABILITATION GRANT
<b>ORIGINATING DEPARTMENT:</b> Administration	<b>TYPE OF ACTION:</b> <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

### RECOMMENDATION:

I recommend that the City Council approve Resolution 2013-2 Downtown Commercial Rehabilitation Grant.

### FISCAL NOTE:

- There is not cost associated with passing this Resolution.

### DISCUSSION:

Passing this resolution authorizes the City of Beloit to apply for assistance under the Kansas Small Cities Community Development Block Grant Program.

Respectfully submitted,

Glenn Rodden  
City Administrator

RESOLUTION NO. 2013-2  
CITY OF BELOIT, KANSAS

RESOLUTION CERTIFYING LEGAL AUTHORITY  
TO APPLY FOR THE 2013 KANSAS  
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
FROM THE KANSAS DEPARTMENT OF COMMERCE  
AND AUTHORIZING THE MAYOR  
TO SIGN AND SUBMIT SUCH AN APPLICATION

WHEREAS, The City of Beloit, Kansas, is a legal governmental entity as provided by the laws of the STATE OF KANSAS, and

WHEREAS, The City of Beloit, Kansas, intends to submit an application for assistance from the 2013 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby certifies that the City of Beloit, Kansas, is a legal governmental entity under the status of the laws of the STATE OF KANSAS and thereby has the authority to apply for assistance from the 2013 KANSAS SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby authorizes the MAYOR of City of Beloit, Kansas, to act as the applicant's official representative in signing and submitting an application for the assistance to the 2013 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby dedicates \$ 0 in cash funds toward this project and \$ 0 in in-kind material and/or labor for same.

The building owners at 113-115 E. Main Street in Beloit and the owner of the common wall structure at 111 E. Main in Beloit have made commitments toward this project.

APPROVED BY THE GOVERNING BODY OF THE CITY OF BELOIT, KANSAS,  
this 15th day of January, 2013.

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Amanda Lomax, City Clerk

(SEAL)  
CITY OF BELOIT, KANSAS

## REQUEST FOR COUNCIL ACTION

<b>DATE:</b>	<b>TITLE:</b>
January 15, 2013	DOWNTOWN COMMERCIAL REHABILITATION GRANT AGREEMENT
<b>ORIGINATING DEPARTMENT:</b>	<b>TYPE OF ACTION:</b>
Administration	<input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> FORMAL ACTION <input checked="" type="checkbox"/> OTHER

### RECOMMENDATION:

I recommend that the Council approve enclosed grant application.

### FISCAL NOTE:

- There is no cost associated with this item.

### DISCUSSION:

This is an application for the downtown revitalization program under the Kansas Small Cities Community Development Block Grant. The NCRPC is willing and able to perform project administration at between \$15,000 and \$17,000 if the council agrees to such contingent on approval by the state. Funding comes from the CDBG program. It is required to use certified administrators such as local NCRPC staff and shows readiness to take action in advance. The property to be owned by those seeking the assistance will have a solid plan for the space to be improved and for us to have contacted Kansas State Historical Society and generally discuss the project.

Respectfully submitted,

Glenn Rodden  
City Administrator

**Kansas Small Cities Program  
Community Development Block Grant  
2013 Downtown Commercial Rehabilitation  
Application Summary**

**FOR COMMERCE USE ONLY**

Date Received: \_\_\_\_\_

1. APPLICANT NAME (CITY)

Name: City of Beloit  
 Address: 119 N. Hersey  
 City, Zip: Beloit 67420  
 County: Mitchell  
 Telephone: 785-738-3551  
 Fax: 785-738-2517  
 Chief Elected Official:  
Tom Naasz  
 Population: 3,835

2. SUB RECIPIENT (PROPERTY OWNER)

Name (entity): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, Zip: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Chief Official of Sub Recipient: \_\_\_\_\_

3. APPLICATION PREPARER

Name: Doug McKinney, NCRPC  
 Address: 109 N. Mill  
 City, Zip: Beloit 67420  
 Telephone: 785-738-2218  
 Fax: 785-738-2185  
 E-mail Address: dmckinney@nckcn.com

4. PROJECT TYPE (MARK ONE)

Commercial Rehabilitation  
 Historic Preservation

5. CITIZEN PARTICIPATION

Date of Public Hearing: Tuesday, Jan 15, 2013  
 Publication In: Beloit Call  
 Date of Publication: Monday, Jan. 7, 2013NCK

✓ Affidavit of publication must be attached

6. PROJECT DESCRIPTION OF PROPOSED ACTIVITIES

Planned is for one of the last remaining iconic commercial structures in downtown Beloit to be rehabilitated through various means so it can on one side serve a business interested in expanding and on the other side serve a new business interested in locating to Kansas and Beloit in particular. Attached through common wall is another building with similar exterior needs common to all. It houses a business and is owned by NCK Properties referenced below. The physical needs at 111-115 East Main include replacing the roof, replacing leaky and broken windows, upgrading the weak electrical service for the businesses, and make exterior stone and wall renovations to preserve the building and keep it in tact for many more decades. If these improvements can be accomplished, businesses will ably retain and create jobs for the community and state.

7. PROPOSED FUNDING

CDBG funds requested in this application: . . . . . \$ max. 187,500  
 Funds to be supplied by other sources:  A resolution or documentation of Commitment of Funds must be attached

Source	Contact Person	Telephone	Amount
a) <u>NCK Properties</u>	<u>Jeff Roberg</u>	<u>(785) 577-1678</u>	<u>\$ \$30K to \$37,000</u>
b) <u>Pentab Properties</u>	<u>Gloria Homeier</u>	<u>(785) 483-2400</u>	<u>\$ \$20K to \$25,500</u>
c) <u>Total funds supplied by other sources . . . . .</u>			<u>\$ \$50K to \$62,500</u>
d) <u>Total project funding. . . . .</u>			<u>\$ max. 250,000</u>

8. STATE REPRESENTATIVE

(Name): Susan Concannon  
 (District #): 107  
 STATE SENATOR  
 (Name): Elaine Bowers  
 (District #): 36

U.S. REPRESENTATIVE

(Name): Tim Huelskamp  
 (District #): 1

9. PROGRAM ADMINISTRATION

List previous CDBG projects and percent of completion:

	Year	Project Type	Percent Complete
(a)	1999	Community Facilities - Fire Station	100
(b)	1995	Water System Reconstruction	100
(c)	1993	Community Facilities - Court Street Reconstruction	100
(d)	1989	Community Facilities - Municipal Building Accessibility	100

The applicant certifies that the information contained in the Application Summary is true and correct and the document has been duly authorized by the governing body. The applicant agrees that, if approved, this with the attached Certifications will become a part of the agreement for activities and services authorized under the Housing and Community Development Act of 1974, as amended.

Typed Name and Title of Chief Elected Official:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Typed Name: Tom Naasz Title: Mayor

## REQUEST FOR COUNCIL ACTION

<b>DATE:</b>	<b>TITLE:</b>		
January 15, 2013	BORING BID		
<b>ORIGINATING DEPARTMENT:</b>	<b>TYPE OF ACTION:</b>	<input type="checkbox"/> <b>ORDINANCE</b>	<input type="checkbox"/> <b>RESOLUTION</b>
Electric Department		<input checked="" type="checkbox"/> <b>FORMAL ACTION</b>	<input type="checkbox"/> <b>OTHER</b>

### RECOMMENDATION:

I recommend that the Council approve the bid from Larson Construction.

### FISCAL NOTE:

- The cost of this item is \$18,290.00
- Funding for this type of item is available in line item 53-43-8300.

### BIDS RECEIVED:

<u>COMPANY</u>	<b>Bid</b>	<u>PRICE</u>
Larson Construction		\$18,290.00
Charlie's Construction, Inc.		\$22,620.00

### DISCUSSION:

David Kohler has established a business south of the city and we need to upgrade the existing service to his property. We also need to bore across North Walnut Street to upgrade service on the North Campus.

Respectfully submitted,

Glenn Rodden  
City Administrator

502 East 12<sup>th</sup> Street  
Beloit, Kansas 67420



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

**TO:** Glenn Rodden  
City Administrator

**FROM:** Ronald Sporleder  
Director of System Operations

**RE:** Boring Bid L-1130

**DATE:** January 2, 2013

---

Glenn,

Based on the bids received it is recommended to go with Larson Construction for the boring with the low bid of \$18,290.00.

### **Boring Bid**

Larson Construction	\$18,290.00
Charlie's Construction, Inc	\$22,620.00

This is for boring under the river and Hi-Way 14 South for the new 12470 volt line for Kohler and for 2 bores across North Walnut Street for North Campus.

Ronald Sporleder  
Director of Systems Operations



# LARSON CONSTRUCTION, INC.

919 S. Manhattan Ave.  
P.O. Box 1411  
Manhattan, KS 66505-1411  
(785) 537-0160  
[bob@larcoinc.biz](mailto:bob@larcoinc.biz)

# Proposal

<b>Number:</b>	E1772
<b>Date:</b>	12/28/2012

To:
City of Beloit Attn: Ron Beloit , KS, 67420

Job Address:
Electric Conduit River bore

Quantity	Unit	Project

Date	Description	Quant/Hrs	Unit	Price/Rate	St/Co Tax	City Tax	Amount
	mobilization; set up; bore & pull 4" conduit under river & highway	700.00	ft	\$22.00			\$15,400.00
	2 bores for 4" conduit 85 ft. long	170.00	ft.	\$17.00			\$2,890.00

<b>SubTotal</b>	\$18,290.00
<b>State/County Tax 7.30% on \$0.00</b>	\$0.00
<b>City Tax 1.25% on \$0.00</b>	\$0.00
<b>TOTAL DUE</b>	\$18,290.00

# Charlie's Construction, Inc.

# Quotation

2346 Navajo Rd  
Frankfort, KS 66427  
Phone (785) 353-2277 Fax (785) 353-2279

**DATE** January 2, 2013  
**Quotation #** 2052

**Bill To:**  
City of Beloit  
Attn: Ron  
Beloit, KS 67420

*Quotation valid for:* 60 Days  
*Prepared by:* CRL

**Comments or special instructions:**

Quantity	Unit	Description	Price	AMOUNT
700	ft	4" River Bore	\$26.00	\$ 18,200.00
170	ft	Road Bores (2 @ 85ft each)	\$26.00	\$ 4,420.00
		Mobilization & Labor included Materials furnished by others		

**TOTAL**

If you have any questions concerning this quotation, contact Charlie Loiseau.

**THANK YOU FOR YOUR BUSINESS!**

## ITEMS FOR COUNCIL DISCUSSION

**DATE:**

January 15, 2013

**TITLE:**

WORK SESSION DISCUSSION

### **DISCUSSION:**

Items for discussion at your January 15, 2013 Work Session will include the following:

1. Regional Planning Commission Grant/Loan. Economic Development Director Heather Hartman will discuss a grant/loan program offered by the Regional Planning Commission for infrastructure improvement. These funds can be used for many purposes including extending electric service to businesses.
2. Comprehensive Plan Request for Proposals. Enclosed is an RFP for soliciting bids for a comprehensive plan.
3. Farm Leases. Enclosed are copies of leases for farm ground that the city has used in the past for ground near the waste-water treatment plant and the North Campus.

Respectfully submitted,

Glenn Rodden  
City Administrator

***City of Beloit  
Request for Proposals***

***Comprehensive Plan***

***Date of Issue: January 15, 2013***

***Proposal Due Date: March 15, 2013***

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## 1. Introduction

The City of Beloit is currently soliciting qualified professional planning consultants to submit professional qualifications to prepare a comprehensive plan for the City of Beloit, Kansas, a community of 3,700 located along US Highway 24 in north central Kansas.

This written Request for Proposal (RFP) states the scope of the City of Beloit requirements and specifies the general rules for preparing the proposal.

The proposal should clearly demonstrate how the firm can best satisfy the requirements of the City of Beloit. The City of Beloit shall reserve the right to enter an agreement with the firm presenting the proposal that is most advantageous to the City of Beloit.

## 2. Rules of Preparation

The submitted proposals must follow the rules and the format established within this RFP. Adherence to these rules will ensure a fair and objective analysis of all proposals. Failure to comply with any portion of this request may result in rejection of a proposal.

## 3. Inquiries

The Administration Department of the City of Beloit has prepared this RFP and has designated the Code Enforcement Officer, Chris Jones, as project manager. Please direct questions or comments concerning the administrative requirements of this RFP to:

Chris Jones, Zoning Administrator  
City of Beloit  
119 N. Hersey Ave.  
PO Box 567  
Beloit, Kansas 67420  
(785) 738-3553 office  
(785) 738-2517 fax  
cjones@beloitks.org

To ensure a timely response, questions requiring a response should be faxed or e-mailed to the specified numbers or addresses above.

## 4. Submission of Proposals

Please prepare and submit six (6) original copies of the proposal. Completed proposals should be sealed and clearly marked "RFP for City of Beloit Comprehensive Plan" and be submitted no later than 5:00 P.M. (CST) ***March 15, 2013***, to the Zoning Administrator, 119 N. Hersey Ave., Beloit, KS 67420.

Proposals received after the above date and time will not be accepted. Any late proposals will be returned unopened to the submitting firm. Responses will be evaluated objectively based on the firm's responses to the RFP.

The City of Beloit will not pay costs incurred in the proposal preparation including the costs for printing, demonstration, negotiation process, etc. All costs for the preparation of the proposal shall be borne by the proposing firm.

## 5. Notification of Withdrawal of Proposal

Proposals may be modified or withdrawn by an authorized representative of the firm or by formal written notice prior to the final due date and time specified for proposal submission. Submitted proposals will become the property of the City of Beloit after the proposal submission deadline.

## 6. Minimum Specifications/Scope of Services

The primary objective in undertaking this Plan is to identify and examine the challenges faced by the City and to identify appropriate strategies and opportunities that take advantage of the City's existing and potential strengths. The City's updated Comprehensive Plan must help define a vision of Beloit's future that will inspire, guide, and direct growth in the City while being responsive to citizen needs and desires. To achieve these objectives, the City proposes to retain the services of a qualified and innovative consultant firm or a collaborative consultant team with a demonstrated ability to work interactively with the City Council, Planning Commission, planning staff, Beloit citizens, the corporate community and other stakeholders to develop an updated Comprehensive Plan.

The selected firm(s) must have both a demonstrated command of state-of-the-art planning concepts and techniques, including smart growth along with sustainable and livable communities' approaches to development, and demonstrated facilitator skills. The Consultant, or team, with the assistance of the planning staff and other City officials, will engage and interact with the citizens and stakeholders who must be involved to ensure that the Comprehensive Plan that emerges from the process garners the essential buy-in from primary constituencies.

The Plan must also be achievable and based on sound analysis and realistic objectives. The City believes that in order for the future vision and the resultant goals, policies, objectives, and actions strategies of the Comprehensive Plan to be effective, the Plan must be developed using an inclusive, participatory process that includes an extensive and effective public outreach component. List in detail how you propose to provide the services along with a schedule of fees to provide such services.

Each proposal shall include a draft Agreement for Services for each phase of the project. The agreement should include but not be limited to: definition of project scope, scope of services to be provided, scope of services to be provided by the City, time schedule, and compensation.

## 7. Contractual Obligations

The successful firm will be required to enter an Agreement for Services with the City of Beloit in which the firm will undertake certain obligations. These obligations include, but are not limited to, the following:

*Inclusion of Proposal* - The proposal submitted in response to this RFP will be incorporated as part of the Agreement for Professional Services.

*Indemnification and Insurance* - The successful firm(s) shall indemnify and hold the City of Beloit and its officers, agents, employees and assigns, harmless from any liability imposed for injury whether arising before or after completion of work hereunder, or in

any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of firm, or of anyone acting under firm's direction or control or on its behalf, in connection with or incident to, or arising out of the performance of this contract. Successful firm shall maintain the following insurance requirements during the time of performance of these services and contract period. An insurance certificate must be on file with the City Clerk's office within four weeks of the signing of the contract by both parties.

- a. General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate
- b. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident
- c. Worker's Compensation insurance in accordance with statutory requirements and Employer's Liability Insurance, with a limit of \$500,000 for each occurrence
- d. Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

The successful firm shall require all of its subcontractors to maintain general aggregate insurance with limits of not less than \$1,000,000 per accident.

Costs - All costs are to be stated in exact amounts. All costs must be detailed specifically in the cost summary section of the proposal; no additional charges (e.g. for sales tax, container packing, installation, training, out-of-pocket expenses, etc.) will be allowed unless so specified in the proposal.

*Selection* - The final award is subject to the approval of the Beloit City Council.

#### **8. Right of the City of Beloit to Reject Proposals**

The City of Beloit reserves the right to reject any and all proposals or any part of any proposals, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project that may include portions of the originally proposed project as the City of Beloit may deem necessary in its best interest. The City also reserves the right to negotiate with any firm, all or part of any proposal that is in the best interest of the City.

#### **9. Evaluations**

The City of Beloit will use a committee to evaluate each proposal based on:

- Technical content,
- Previous background and experience,
- Strength of proposed staff,
- Adequacy and completeness of the proposal, and
- Fee schedule

The intent of the city is to hire the most qualified firm to meet the needs of the city within

the funds budgeted for this project.

Based on the recommendations of the committee, the city will enter into competitive negotiations with two or more responsive firms in order to determine a final proposal, within the budget limits, to be recommended for approval. During this process, firms may be requested to submit revised proposals based on the results of these negotiations and arrange for interviews if necessary. At the conclusion of the evaluation process, the Selection Committee is to make a final recommendation to the city administrator for his review. This contract is subject to approval by the city council.

**10. Non-limitations to RFP**

The format of the RFP must be followed and all requested information must be submitted as indicated; however, the City of Beloit is receptive to any additional suggestions pertaining to services development, additional related capabilities, and any alternative methods for providing related services. Any exceptions to the RFP terms and conditions must be included in writing in the proposal.

**11. Pre-proposal Conference**

No Pre-proposal conference will be held in conjunction with this project.

**12. Interpretations and addenda**

No interpretation made to any respondent as to the meaning of the RFP shall be binding on the City of Beloit unless repeated in writing and distributed as an addendum by the City of Beloit. Interpretations and/or clarification shall be requested in writing from the contact person listed in Section 3.

**13. Projected Schedule of Events**

Release of RFP Document	<u>01/15/13</u>
Last day to submit proposals	<u>03/14/13</u>
Short list selections announced	<u>03/20/13</u>
Supplemental Information due or interviews (if required)	<u>03/22/13</u>
Request for Award to the City Council for approval	<u>03/29/13</u>

**14. Proposal Response Format**

In order to facilitate the analysis of responses to this RFP, firms are required to prepare their proposal in accordance with the instructions outlined in section 4.

Proposals should be prepared as simply as possible and provide a straightforward, concise description of the firm's capabilities to satisfy the requirements of the RFP. Emphasis should be concentrated on accuracy, completeness, and clarity of content.

The proposal shall include, as a minimum:

1. An introduction and executive summary of the proposal.

2. The project approach, including comments on schedule, public process, coordination between City and County, project management, understanding of the work and what work, if any, you would expect the City to perform. Discussion and interpretation of the scope of work including those tasks or aspects that you believe require special attention, alternate approaches or revisions suggested based on experience, and descriptions of work elements presented in the proposed scope of work that should be expanded and/or modified to address any special considerations or approaches.
3. Qualifications/Experience:
  - i. Describe and document your involvement with other community's efforts toward developing a comprehensive plan.
  - ii. Provide references from those communities.
  - iii. An organizational chart of key staff that will be assigned to this project. A summary of their experience and a statement as to their availability and percent of time they would be assigned to this project. Identify the Project Manager and other key staff/special consultant and their qualifications.
4. A schedule of sufficient detail to convey an understanding of the timing and sequence of the work elements.
5. A draft Professional Service Agreement.
6. An estimate of fees to accomplish the scope of work as defined in your proposal.

**15. Confidentiality of Documents**

All responses to the RFP submitted by firms shall be deemed public documents at the time opened by City of Beloit. The RFP is intended to be worded in a manner so as not to elicit proprietary information from the firm. If proprietary information is submitted as part of the proposal, such information is to be labeled proprietary and be accompanied with a request that the information is to be returned by the City of Beloit to the submitter. Any proposal that is submitted with a blanket statement or limitation that would prohibit or limit such public inspection shall be considered non-responsive and shall be rejected.

**16. Legal Notice**

The City of Beloit reserves the right to reject any and all proposals and waive any or all technicalities, as determined by the City Administrator of the City of Beloit.

The City of Beloit, Kansas, will not award contracts to nor accept proposals from individuals or entities that attempt to include any of the following in any proposed contract or Request for Proposal:

1. Reduce or diminish the common law or statutory standard of care, make any attempt to limit liability, or reduce responsibility of the contractor for mistake, error, or negligence of any type.

Field Code Changed

2. Attempt to limit liability for breach of contract or negligent performance to the amount of the payment to the contractor by the City.
3. Attempt to claim ownership of intellectual property created during the performance of the contract with the City.
4. Include binding arbitration agreements.
5. Provide for damages for breach by the owner contrary to common law or statute, including, especially, any attempt to provide for attorney fees as part of recoverable damage.
6. Attempt to select any forum for resolution of disputes other than Mitchell County, Kansas.
7. Attempt in any way to reallocate risk contrary to common law or statute, unless specifically requested as an alternate proposal or bid by the City of Beloit, Kansas.

The City of Beloit expects a professional job, done commensurate with the standards and practices of the profession/or business.

All persons awarded and/or entering into purchase orders with the City of Beloit shall be subject to and required to comply with all applicable City, State and Federal provisions.

The City of Beloit has an affirmative action program. Any firm will be required to include the following statement in any contract with the City of Beloit:

"Contractor shall not discriminate in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, sex, marital status, physical handicap, or medical condition, in violation of any federal or state law. Contractor shall comply with all requirements of the City of Beloit pertaining to affirmative action with regard to employment while this Agreement is in effect."

**FARMING LEASE AGREEMENT**

THIS AGREEMENT MADE THIS 15<sup>th</sup> of July, 2003, between the CITY OF BELOIT, KANSAS, hereinafter called "LESSOR", and E & C Farms, a limited partnership, by Charles File, of Mitchell County, Kansas, hereinafter called "LESSEE", WITNESSETH:

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

All that part of the following described real estate consisting of 144.7 crop acres, to-wit:

Lots 1 and 2, in Block 3, in Grover and Elliott's Addition to the City of Beloit, Mitchell County, Kansas;

A tract of land described as follows: Commencing at a point on the South line of Section 9, Township 7 South, Range 7 West, 660 feet West of the South East corner of the SW $\frac{1}{4}$  of said Section 9; Thence North to a point on the North line of said SW $\frac{1}{4}$  of SE $\frac{1}{4}$  of said Section 9, 660 feet West of the North East corner thereof; Thence West on said line to the North West corner of said SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 9, Thence South on the West line of said SE $\frac{1}{4}$  of said Section 9 to the South West corner of said SE $\frac{1}{4}$  of said Section 9; Thence East on the South line of said Section 9 to the place of beginning, excepting however, from the tract last above mentioned, Lots Nos. 3, 4, and 5, in the Block 3, in Grover and Elliott's Addition to the City of Beloit, and all streets and alleys lying in and adjacent to the North  $\frac{1}{2}$  of Block 3, of said addition. SUBJECT to Right-of-Way of SEWER.

A tract of land in the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 16, Township 7 South, Range 7 West, commencing at the NE corner of the SE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 16-7S-7W, thence South 91 degrees East 932 feet to center of Solomon River; thence up said stream along its center to a point of North line of aforesaid tract of land where the said Solomon River crosses said line; thence 81 degrees East along North line of said tract 432 feet to beginning and being all that portion of SE $\frac{1}{4}$  of NW $\frac{1}{4}$  Section 16-7S-7W East of Solomon River, containing 9.25 acres, more or less.

Commencing at the SE corner of NE $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 16-7S-7W; thence North 20 rods; thence West to Solomon River; thence South with said river to South line of NE $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 16-7S-7W; thence East to place of beginning.

The Northeast Quarter of Section 16, Township 7 South, Range 7 West of the 6th P.M., Mitchell County, Kansas, Except tract conveyed to Albert Otter by deed recorded Vol. 42, Page 101 and tract conveyed to City of Beloit by deed recorded Vol. 69, Misc. Deed Record,

Pages 504-505, and also subject to Right-of-Way for Sewer, recorded in Vol. 69, Misc. Deed Record pages 257-258-259, in the office of the Register of Deeds of Mitchell County, Kansas; except

Commencing at the Northeast (NE) Corner, Section Sixteen (16), Township Seven (7) South, Range Seven (7), West of the 6th P.M.; Thence West along the North line of said Section Sixteen (16) on an assumed bearing of N-90-00W 564.75 feet to the place of beginning; thence Southerly on a bearing of S-0-30-E 342.00 feet; thence Westerly on a bearing of N-90-00-W 476.38 feet; thence Northerly on a bearing of N-0-30-W 342.00 feet to the said North line; thence Easterly along said North line 476.38 feet to the place of beginning , in Mitchell County, Kansas; except

as defined and outlined upon the plat attached hereto marked "Exhibit A" and made a part hereof, all subject to and in accordance with the following mutual covenants and agreement, to- wit:

1. Term. The term of the lease shall be for ten (10) crop years. Lessee shall be entitled to possession of the wheat crop ground immediately upon execution of this agreement. Lessee shall be entitled to possession of the spring crop ground following the harvest of the 2003 milo and soybean crops respectfully. The tenant shall not plant or prepare ground for planting any crops following the harvest of the 2013 wheat crop nor following the harvest of the 2013 spring crop. Lessee's tenancy to the 2013 wheat and spring crops ground, including alfalfa if any, shall terminate following the harvest of each respective crop. Weather permitting, tenant shall timely harvest the 2013 wheat crop and spring crops in order for Lessor to rebid the rental of the farm ground in a timely manner for the year 2014, time being of the essence to accomplish this purpose. However, said term is subject to the cancellation provisions hereinafter contained.

2. Rental. In consideration of leasing the aforesaid certain tracts and areas located on the above described real estate, Lessee agrees to pay Lessor \$65.00 cash rent per acre annually which shall be paid one-half on or before July 1, 2004, and one-half on or before December 31, 2004 and one-half each July 1 and December 31 thereafter through the 2013 crop year.

3. Ingress and Egress. Lessee ingress and egress to said real estate shall be as designated by Lessor, its agent or employees.

4. Compliance with Final Rules and Regulations of Environment Protection Administration and Rules and Regulations Adopted by The Kansas Department of Health and Environment. Lessee shall make no use of the land or conduct any activity thereon which may be in violation of any of the rules and regulations of the Environmental Protection Administration, hereafter referred to as EPA, and rules and regulations adopted by the Kansas Department of Health and Environment, hereinafter referred to as KDHE, and for that purpose shall consult with Lessor, its agents or employees, to secure approval for the type of crops to be planted.

5. Government Programs. The Lessee shall farm and plant crops on the leased premises in order to comply with all current programs of the United States Department of Agricultural as monitored by the local Farm Services Agency, and to protect and preserve the grain allotments on the leased farmland during the term of the lease including restoring the corn bases acres. Lessee shall be entitled to all U.S. government program payments for all crops during the term of this lease and all extended terms thereof. Lessor authorizes Lessee to be its agent in dealing with the local Farm Services Agency concerning all U.S. government programs.

6. Farming Practices. Lessee shall perform the necessary work of completing the preparation of the soil, planting of crops and harvesting the same, utilizing good and acceptable farm practices and methods in order to exact maximum crop yields and shall not commit waste upon the lands.

7. Farm Leasehold Improvements: The parties agree as follows, to-wit:

i) The Lessor agrees, at its expense, to trim the tree line along the boundaries of the cropland on the above described real estate.

ii) The Lessor agrees, at its expense, to repair and replace the underground pipe risers and repair the underground pipe located at the northeast corner of the sewage plant area.

iii) The Lessor agrees, at its expense, to cover existing underground irrigation pipe in two areas where topsoil has washed away, exposing the underground pipes, subject to Lessor's engineers recommendation on an economically feasible manner of solving the issue.

iv) Lessee agrees, at its expense, to bring cropland to grade for irrigation purposes, with such acres or area that it deems appropriate, subject to the approval of Lessor.

v) Subject to the approval of the Division of Water Resources of the State of Kansas, if required, the parties agree to change the point of location of the irrigation pump in the Solomon River from its present point located westerly from the former Clark Wenger property to the Solomon River, to a point approximately 1,000 feet southerly therefrom near the location of the present irrigation pump of 8-T Farms, Inc.

8. Primary Access to Pump Site: The parties agree that if the Lessee can change the manner of irrigating the cropland from flood irrigation to a circle irrigation system, the primary access to the irrigation pump site shall be from the corner of Brooklyn Avenue and Asherville Road west along the present road which runs southwesterly to the river, however, if the present system of flood irrigation is used, access to the pump site will be south along River Street extended southerly along the tree line of the Solomon River to the pump site location.

9. Water Permit Determination: Due to the uncertainty of the validity of Lessor's right to appropriate water under its vested water rights with the State of Kansas Division of Water Resources, the parties have agreed to reduce the lease per acre price as bid by Lessee of \$71.00 per acre to \$65.00 per acre until such time as the parties receive verification from the Division of Water Resources of the State of Kansas that their present vested water right is confirmed to be in full force

and affect at which time the parties agree that the lease per acre price shall be immediately increased to \$71.00 per acre for the remaining term of this lease and any pro-rated share thereof.

10. Lessors Right to Enter. The Lessor, its agents or employees, shall have the right at any and all times to enter upon the premises, to inspect the crops, make surveys, test borings, and to do other work in connection with the maintenance and operation of the city's disposal of solid waste from its water pollution control facility on the leased premises. Lessor reserves the right to take such action as it deems advisable to comply with rules and regulation of the EPA and rules and regulations adopted by the KDHE relating to its use or disposal of sewage sludge which may include the cessation or complete termination of the tenant's agricultural operation including the destruction of Lessee's crops to comply with any rules and regulations required in the disposal of the city's sewage sludge. In such event, Lessee shall be reimbursed for any loss of crop by Lessor pursuant and in accordance with the terms of reimbursement set forth in paragraph 12.

11. Assignment. The Lessee shall not assign this agreement or any of his rights herein, or any of his rights to the growing crop or crops, nor shall he grant, give or permit any hunting rights or other privileges, without first obtaining the written consent of the Lessor.

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

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

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

15. Notices and Communications. Any notice, communications, demand or instruction required or permitted hereunder shall be deemed sufficiently given if in writing and delivered personally or mailed by certified mail, postage prepaid, return receipt requested, in an envelope addressed to the parties as follows:

If to Lessor: City of Beloit  
P.O. Box 567  
Beloit, Kansas 67420

If to Lessee: E & C Farms, L.P.  
c/o Charles File  
Rt. 1 - Box 54  
Beloit, Kansas 67420

All notices shall be deemed received on the earlier of (i) actual date of personal delivery, or (ii) actual receipt of United States Postal Service certified mail return receipt. Any address to which notices are sent hereunder may be changed by notice to the parties hereto in the manner hereinabove provided.

16. Cancellation of Lease to Comply With EPA and KDHE Rules and Regulations. It is understood and agreed by the parties that if at any time the premises described herein are needed to comply with EPA or KDHE rules and regulations purposes, the Lessor may cancel this agreement or reduce the amount of acreage hereinbefore set out by giving ten (10) days notice, in writing, to the Lessee by registered mail addressed to the Lessee at the address shown above setting out Lessors intention to cancel or to reduce the amount of acreage and the Lessor may then take possession of

the recaptured land without penalty except that Lessor agrees to reimburse Lessee in the following manner.

A. In the event said notice is given at a time when a growing crop has matured to the point that over fifty (50) per cent of the crop has headed, Lessor shall pay Lessee an amount equal to the value of the expected crop, based upon an estimated yield and the then current market price, less harvesting expense, or in the event only a portion of a crop is taken, the value thereof shall be determined upon the yield and market value when the balance of the crop is harvested without any adjustment for cash rent due Lessor in such year.

B. In the event such cancellation notices given prior to the heading out of the crop as above provided, Lessor shall reimburse Lessee expense incurred by Lessee in preparing the land for farming purposes, based upon the work actually done and of the average value as determined by publications of the State Extension Services. No consideration in this event shall be given to the possible yield or market value of the crop when harvested. In such event, no cash rent shall be charged for acres taken, and if cash rent has been paid in said year, Lessee shall be reimbursed for cash rent on acres taken for such year.

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

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

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

CITY OF BELOIT, KANSAS,

Rebecca J. Koster  
Rebecca J. Koster, Mayor

ATTEST:

Charlene Abell, City Clerk  
Charlene Abell, City Clerk

LESSOR

E & C Farms by Charles File  
E & C Farms by Charles File  
LESSEE

## FARMING LEASE AGREEMENT

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

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

Tract 1 consisting of approximately 30.6 acres:

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

Tract 2 consisting of approximately 12.6 acres:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BELOIT, KANSAS,

\_\_\_\_\_  
Rebecca J. Koster, Mayor

ATTEST:

\_\_\_\_\_  
Kerry Benson, City Clerk

LESSOR

\_\_\_\_\_  
LESSEE