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CITY COUNCIL AGENDA

Tuesday, June 18, 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 COMMENT

5. CONSENT AGENDA

- A. 6/4/2013 City Council Meeting Minutes
- B. Appropriations 6B

6. ORDINANCES

- A. None

7. RESOLUTIONS

- A. Resolution 2013-13 City Streets

8. FORMAL ACTIONS

- A. City Street Agreement with Mike Cooper
- B. Schroeder Contract for Sale of Land
- C. Concealed Weapon Exemption Letter
- D. Vacuum Truck Purchase

9. CLOSED SESSION

- A. None

10. ADJOURNMENT

WORK SESSION AGENDA

1. CORRESPONDENCE AND STAFF REPORTS

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

2. DISCUSSION ITEMS

- A. Housing Rehabilitation – Heather Hartman

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
June 4, 2013

The Beloit City Council met in regular session on June 4, 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, Matt Otte, Rick Brown, Frank Delka, and Robert Petterson. Also present were City Administrator Glenn Rodden, City Attorney Katie Cheney, and City Clerk Amanda Lomax.

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

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

Councilor Otte would like his name plate changed because it still has council president on the title. Councilor Brown wanted the public to know about the livestock show that was here Memorial Weekend. Councilor Richard said the ball parks look great. Councilor Struble thanked the community for welcoming the 8-Man Football this Saturday. Councilor Petterson said the cemetery looked good over Memorial Weekend.

City Administrator Glenn Rodden reported on the following: 1. Council Retreat is scheduled for June 24 and 25th, the Planning Commission and people from Hanna:Keelan would like to attend as well.

The Consent Agenda consisted of May 21, 2013 Council Meeting Minutes, and appropriations 6A. A motion was made by Councilor Delka and seconded by Councilor Miller to approve the consent agenda in its entirety. Roll call vote yeas: Struble, Richard, Brown, Littrell, Miller, Otte, Petterson, and Delka. Nays: None.

Staff is recommending that Council approve a Farm Ground Lease with Lucas and Philip Murrow in the amount of \$201.53 per acre for 134.2 acres. The farm ground is located by the Waste-Water Plant. A motion was made by Councilor Delka and seconded by Councilor Brown to approve the Farm Ground Lease with Lucas and Philip Murrow in the amount of \$201.53 per acre for 134.2 acres. Motion carried 8-0. Nays: None.

Staff is recommending that Council approve a Lease agreement for the old library building with Solomon Valley Hospice. A motion was made by Councilor Richard and seconded by Councilor Struble to approve a Lease agreement for the old library building with Solomon Valley Hospice. Motion carried 7-0. Nays: None. Councilor Otte chose to abstain from voting because he is employed with Mitchell County Health Systems.

Staff is recommending that Council approve an Engineering Agreement with Schwab-Eaton in the amount of \$59,300.00 for the sewer project at the North Campus. A motion was made by Councilor Miller and seconded by Councilor Brown to approve the Engineering Agreement with Schwab-Eaton in the amount of \$59,300.00 for the sewer project at the North Campus. Motion carried 8-0. Nays: None.

Staff is recommending that Council approve a Demolition Bid from Zig's Backhoe Service in the amount of \$6,969.00. The demolition is for an old block building at the Moritz Airport. A motion was made by Councilor Brown and seconded by Councilor Delka to approve the Demolition Bid from Zig's Backhoe Service in the amount of \$6,969.00. Motion carried 8-0. Nays: None.

Staff is recommending that Council approve the hire of Brett Beck for the Fire Department. A motion was made by Councilor Petterson and seconded by Councilor Otte to approve the hire of Brett Beck for the Fire Department. Motion carried 8-0. Nays: None.

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

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

Department heads in attendance were Mike Haeffele, Chris Jones, Ronnie Sporleder, and Heather Hartman.

Brad Waller from Alfred Benesch discussed the airport project and the FAA funding.

City Administrator Rodden discussed the sale of land to Schroeder Building, LLC at the North Campus. A contract will be presented next meeting for approval.

City Attorney Katie Cheney discussed the recent bill that passed concerning concealed weapons being allowed in public Buildings. Katie has recommended that the city request an extension until the details of the bill can be sorted out.

Work Session ended 8:02 p.m.

TOM NAASZ, Mayor

ATTEST:

AMANDA LOMAX, City Clerk

Accounts Payable Detail Listing

City of Beloit

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	<u>Account#</u>	<u>Work Order</u>				<u>Description</u>						
2357	8-MAN FOOTBALL COMMITTEE											
54376	10-11-5400		6/20/2013	6/20/2013	55.00	PROGAM ADVERTISING	6/9/2013	13640		Posted	55.00	0.00
8	ACE HARDWARE											
54353	10-15-4300		6/20/2013	6/20/2013	67.60	435630 WATER FOUNTAIN REPAIR	5/1/2013	14717		Posted	5.99	0.00
	10-15-4300					435649 THINNER					16.49	0.00
	10-15-4300					435716 SHOP LIGHT					6.99	0.00
	10-15-4300					435984 MALLET					9.49	0.00
	10-15-4300					436520 ROLLER , COVERS					17.46	0.00
	10-15-4300					436981 hardware					1.70	0.00
	10-15-4300					437393 TAPE, WIRE					9.48	0.00
											67.60	0.00
54371	53-43-6000		6/20/2013	6/20/2013	53.88	437289 FILTERS	5/28/2013	14952		Posted	53.88	0.00
54381	51-43-6000		6/20/2013	6/20/2013	8.78	437401 HOSE	5/29/2013	14805		Posted	8.78	0.00
54401	51-41-6000		6/20/2013	6/20/2013	178.70	436437 43437 YARD SUPPLIES	5/14/2013	13208		Posted	8.98	0.00
	51-41-6000					436826 SUPPLIES					69.99	0.00
	51-41-6000					436891 SUPPLIES					7.70	0.00
	51-41-6000					436330 SUPPLIES					24.99	0.00
	51-41-6000					435938 SUPPLIES					17.28	0.00
	51-41-6000					437461 SUPPLIES					45.97	0.00
	51-41-6000					437299 SUPPLIES					3.79	0.00
											178.70	0.00
54432	53-41-6000		6/20/2013	6/20/2013	87.36	437773 437773 SUPPLY	6/4/2013	13323		Posted	17.98	0.00
	53-41-6000					437883 SUPPLY					18.99	0.00
	53-41-6000					438169 SUPPLY					21.96	0.00
	53-41-6000					438166 SUPPLY					27.44	0.00
	53-41-6000					438243 PLUG					0.99	0.00
											87.36	0.00
54445	10-19-4300		6/20/2013	6/20/2013	75.95	438283 438283 FILTERS DAY CARE N.C.	6/12/2013	14635		Posted	57.98	0.00
	10-17-6800					437914 PAINT					11.98	0.00
	10-17-6800					437847 PAINT					5.99	0.00
											75.95	0.00
9	ACKERMAN SUPPLY											
54435	53-41-7450		6/20/2013	6/20/2013	118.18	225366 225366 BOLTS	6/6/2013	13320		Posted	3.49	0.00
	53-41-7450					225558 HOSE					114.69	0.00
											118.18	0.00
54455	10-18-6000		6/20/2013	6/20/2013	50.97	225229 225229 FLOAT	6/6/2013	14636		Posted	6.99	0.00
	10-18-6000					225351 AIR REGULATOR &CHAIN OIL					43.98	0.00
											50.97	0.00
2498	ACTION T'S											
54495	10-11-6000		6/20/2013	6/20/2013	6,318.00	189953 UNIFORMS	6/3/2013	13658		Posted	6,318.00	0.00
21	ALCO-DUCKWALL STORES INC											
54378	10-11-6000		6/20/2013	6/20/2013	88.41	0950MK50010086 WATER / OFFICE SUPPLYS		13704		Posted	88.41	0.00
54385	10-13-6000		6/20/2013	6/20/2013	73.53	0950MJG00L039A CAR SUPPLYS	6/4/2013	13489		Posted	73.53	0.00
27	ALSOP SAND CO., INC											
54357	30-00-8200		6/20/2013	6/20/2013	671.79	GRAVEL- MILL ST PROJECT	6/11/2013	13212		Posted	671.79	0.00
2580	ANDREA WILES PHOTOGRAPHY											
54487	26-00-6000		6/20/2013	6/20/2013	40.00	256 BUSINESS CARDS	6/11/2013	08649		Posted	40.00	0.00

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name		Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status
	Account#	Work Order			Description				Debit	Credit
2032 AT&T (continued)										
54476	6/20/2013	6/20/2013	80.00	08900759485827	5/13/2013	13647				Posted
	10-13-5310			DSL SERVICE				80.00		0.00
54477	6/20/2013	6/20/2013	129.68	78573820471921	5/27/2013	13646				Posted
	10-19-5310			NORTH CAMPUS PHONE SERVICE				129.68		0.00
54478	6/20/2013	6/20/2013	649.54	78573826196787	5/27/2013	13648				Posted
	10-11-5310			ADMIN PHONE SERVICE				552.08		0.00
	52-41-5310			SEWER PLANT PHONE SERVICE				97.46		0.00
								649.54		0.00
63 BELL MEMORIALS LLC										
54447	6/20/2013	6/20/2013	116.47	7346	6/12/2013	14630				Posted
	10-21-6190			CHANGE CONCESSION SIGN				116.47		0.00
64 BELOIT AUTO AND TRUCK PLAZA										
54387	6/20/2013	6/20/2013	81.88	121568	5/30/2013	13491				Posted
	10-13-4310			FILTER, NUT				81.88		0.00
71 BELOIT GREENHOUSE										
54444	6/20/2013	6/20/2013	10.00	16095	6/12/2013	14639				Posted
	10-17-6800			FIT WALK INCENTIC PRIZZ				10.00		0.00
73 BELOIT JR SR HIGH SCHOOL										
54466	6/20/2013	6/20/2013	35.60		6/12/2013	14643				Posted
	10-21-6190			c/o BJSHS LUNCH FUND - POOL CONCE				35.60		0.00
75 BELOIT MOTOR COMPANY										
54404	6/20/2013	6/20/2013	99.79	41392	6/3/2013	14955				Posted
	53-43-4310			SENSOR & FILTERS				99.79		0.00
80 BELOIT TYPEWRITER EXCHANGE										
54352	6/20/2013	6/20/2013	16.95	676414	5/30/2013	14716				Posted
	10-15-6110			CALCULATOR				16.95		0.00
54409	6/20/2013	6/20/2013	142.00	646446	6/5/2013	13835				Posted
	10-11-6110			OFFICE SUPPLY				142.00		0.00
54422	6/20/2013	6/20/2013	152.69	676427	6/3/2013	13726				Posted
	10-11-6110			676427 OFFICE SUPPLY				3.99		0.00
	10-11-6110			676432				25.50		0.00
	10-11-6110			676435				46.60		0.00
	10-11-6110			676477				15.95		0.00
	10-11-6110			676464				13.95		0.00
	10-11-6110			676469				46.70		0.00
								152.69		0.00
54441	6/20/2013	6/20/2013	116.37	676496	6/12/2013	13722				Posted
	10-11-6110			BOX ENV				116.37		0.00
54490	6/20/2013	6/20/2013	19.99	676514	6/14/2013	13751				Posted
	10-11-6110			OFFICE SUPPLY				19.99		0.00
669 BLADE-EMPIRE PUBLISHING										
54483	6/20/2013	6/20/2013	294.63		5/31/2013	13652				Posted
	10-11-6110			PURCHASE ORDERS				29.49		0.00
	10-15-6110			PURCHASE ORDERS				29.46		0.00
	10-18-6110			PURCHASE ORDERS				29.46		0.00
	10-13-6110			PURCHASE ORDERS				29.46		0.00
	53-43-6110			PURCHASE ORDERS				29.46		0.00
	52-43-6110			PURCHASE ORDERS				29.46		0.00
	51-43-6110			PURCHASE ORDERS				29.46		0.00
	53-41-6110			PURCHASE ORDERS				29.46		0.00
	52-41-6110			PURCHASE ORDERS				29.46		0.00
	51-41-6110			PURCHASE ORDERS				29.46		0.00
								294.63		0.00

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City of Beloit

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669	BLADE-EMPIRE PUBLISHING (continued)									
54484	6/20/2013	6/20/2013	494.95	121077	5/31/2013	13657				Posted
	10-11-5400			121077 ORDINANCE				54.40		0.00
	10-11-5400			121078 ORDINANCE				40.80		0.00
	10-11-5400			120895 TREASURERS REPORT				91.80		0.00
	10-11-5400			121402 NOTICE CASE C-213				47.60		0.00
	10-11-5400			120898 COUNCIL AGENDA				97.60		0.00
	10-11-5400			121408 COUNCIL AGENDA				85.40		0.00
	10-11-5400			141571 STATE TRACK AD				10.00		0.00
	10-11-5400			121424 HOMECOMING AD				75.00		0.00
	10-11-5400			120966 GRADUATION AD				30.00		0.00
	10-11-5400			120828 RELAY AD				10.00		0.00
	10-11-5400			DISCOUNT				0.00		47.65
								542.60		47.65
54485	6/20/2013	6/20/2013	94.59		5/31/2013	13656				Posted
	10-21-5400			120855 POOL PASS AD				42.70		0.00
	10-21-5400			120896 POOL PASS AD				42.70		0.00
	10-21-5400			DISCOUNT				0.00		7.50
	10-20-5400			121854 CEMETERY NOTICE				18.30		0.00
	10-20-5400			DISCOUNT				0.00		1.61
								103.70		9.11
54486	6/20/2013	6/20/2013	116.85	120863	5/31/2013	13651				Posted
	52-41-5400			1208630 BID FARM GROUND LEASE				42.70		0.00
	52-41-5400			121123 BID FARM GROUND LEASE				42.70		0.00
	52-41-5400			120905 BID FARM GROUND LEASE				42.70		0.00
	52-41-5400			DISCOUNT				0.00		11.25
								128.10		11.25
2574	ALEXANDRA BODEN									
54384	6/20/2013	6/20/2013	68.30		6/3/2013	13497				Posted
	10-12-3000			RESTITUTION PAYMENT				68.30		0.00
91	BOETTCHER SUPPLY INC									
54354	6/20/2013	6/20/2013	1,361.52	802609-1	6/10/2013	14963				Posted
	53-43-6000			TRIPLEX				1,361.52		0.00
54370	6/20/2013	6/20/2013	195.85	800125-1	5/30/2013	14953				Posted
	53-43-6000			CABLE				195.85		0.00
54377	6/20/2013	6/20/2013	79.20	794116-1	5/3/2013	14715				Posted
	10-15-4310			794116-1 SPINDLE				77.20		0.00
	10-15-4310			796062-1 VALVE				2.00		0.00
								79.20		0.00
54449	6/20/2013	6/20/2013	190.08	8012381	6/4/2013	14634				Posted
	10-21-6190			8012381 POPCORN STAND				81.83		0.00
	10-18-6000			8014601 REPAIR LIGHT AT WEST SIDE				29.25		0.00
	10-18-6000			8017391 REPAIR HYRAND AT ROAD SID				79.00		0.00
								190.08		0.00
256	BRENNTAG SOUTHWEST INC									
54382	6/20/2013	6/20/2013	740.00	BSW401907	5/29/2013	13199				Posted
	51-41-6170			AMMONIUM SULFATE				740.00		0.00
1258	BUMPER TO BUMPER AUTO PARTS									
54364	6/20/2013	6/20/2013	203.42	607747		14714				Posted
	10-15-4310			607747 PAINT				10.50		0.00
	10-15-4310			607778 BULB				9.75		0.00
	10-15-4310			608117 FILTERS				17.78		0.00
	10-15-4310			608827 BATTERY				97.55		0.00
	10-15-4310			609898 FILTERS				8.05		0.00
	10-15-4310			609892 FILTERS				10.54		0.00
	10-15-4310			6099550 FILTERS				49.25		0.00
								203.42		0.00
54369	6/20/2013	6/20/2013	26.01	609924		14954				Posted
	53-43-4310			FILTER				26.01		0.00
54450	6/20/2013	6/20/2013	95.77	610375	6/4/2013	14647				Posted
	10-18-4310			STARTER				95.77		0.00

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	<u>Account#</u>	<u>Work Order</u>			<u>Description</u>			<u>Debit</u>	<u>Credit</u>	
1258 BUMPER TO BUMPER AUTO PARTS (continued)										
54451	6/20/2013	6/20/2013	24.60	IA 42077	5/30/2013	14645				Posted
	10-18-4330			IA 42077 WHEEL				12.95	0.00	
	10-18-4330			IA 43221 WASHER				11.65	0.00	
								24.60	0.00	
113 BUREAU OF RECLAMATION										
54351	6/20/2013	6/20/2013	9,200.00	DB130560B003B	6/1/2013	13205				Posted
	51-41-3000			SECOND INSTALLMENT FOR LAKE STO				9,200.00	0.00	
54383	6/20/2013	6/20/2013	4,139.72	BD130530B003H	5/28/2013	13207				Posted
	51-41-3000			INSTALLMENT				4,139.72	0.00	
1091 CARD SERVICES										
54479	6/20/2013	6/20/2013	398.01	5981	5/28/2013	13650				Posted
	10-11-6260			CASEYS - FUEL				52.22	0.00	
	10-11-6260			CASEYS - FUEL				57.29	0.00	
	10-11-5800			HYATT - WICHITA CONF				288.50	0.00	
								398.01	0.00	
54480	6/20/2013	6/20/2013	1,170.48	5232	5/28/2013	13649				Posted
	10-21-2911			AMERICAN LIFE GUARD PRODUCTS				562.38	0.00	
	10-21-2911			AMERICAN LIFE GUARD PRODUCTS				608.10	0.00	
								1,170.48	0.00	
54481	6/20/2013	6/20/2013	1,833.82	5240	5/28/2013	13654				Posted
	10-15-5800			APPLEBEE'S - LAWRENCE				19.22	0.00	
	10-15-6270			JAYHAWK FOOD MART - LAWRENCE FL				53.83	0.00	
	10-15-5800			WESTERN SIZZLIN - SALINA				8.10	0.00	
	10-15-5800			THE ELDRIDGE - LAWRENCE				247.40	0.00	
	10-15-5800			QUINTON'S - TOPEKA				13.98	0.00	
	10-15-6270			SHORT STOP - CLAY CENTER FUEL				78.27	0.00	
	10-15-5800			CHIPOTLES - TOPEKA				11.23	0.00	
	10-17-6800			DECKER SPORTS				169.85	0.00	
	10-21-2911			AMERICAN LIFE GUARD				65.95	0.00	
	10-17-6800			S&S WORLDWIDE				76.99	0.00	
	10-21-2400			AMERICAN RED CROSS - TRAINING MA				1,089.00	0.00	
								1,833.82	0.00	
54482	6/20/2013	6/20/2013	616.46	8803	5/28/2013	13655				Posted
	10-13-6260			MAC'S KWIK SHOP - BELOIT				82.41	0.00	
	10-13-6260			KWIK SHOP - SALINA				64.57	0.00	
	10-13-2911			GALLS INTERN - UNIFORMS				469.48	0.00	
								616.46	0.00	
54494	6/20/2013	6/20/2013	480.86	51415320	5/28/2013	13653				Posted
	51-41-5320			USPS				12.62	0.00	
	52-43-6260			EZ-GO , LAWRENCE FUEL				73.84	0.00	
	52-43-5800			FAMOUS DAVES-KC				44.17	0.00	
	51-41-5320			USPS				21.75	0.00	
	52-43-6260			EZ-GO LAWRENCE FUEL				91.00	0.00	
	52-43-5800			BURGER KING - TOPEKA				16.30	0.00	
	51-41-5800			SHERATON -OVERLAND PARK				161.18	0.00	
	52-43-6260			EZ-GO , LAWRENCE, FUEL				60.00	0.00	
								480.86	0.00	
124 CARRICO IMPLEMENT										
54356	6/20/2013	6/20/2013	2.46	IA39957	5/15/2013	14797				Posted
	52-43-4310			BOLT				2.46	0.00	
54358	6/20/2013	6/20/2013	202.63	IA38368		14713				Posted
	10-15-4330			IA3868, PIN				58.42	0.00	
	10-15-4330			IA39573 BACK HOE				65.54	0.00	
	10-15-4330			IA40927 SPRING				78.67	0.00	
								202.63	0.00	
126 CATLIN'S FRIENDLY APPLEMARKET										
54361	6/20/2013	6/20/2013	23.64	0002100053853	6/9/2013	14960				Posted
	53-43-6000			WATER				23.64	0.00	
54365	6/20/2013	6/20/2013	24.86	0002100031613	5/31/2013	14712				Posted
	10-15-6000			0002100031613 OFFICE SUPPLY				12.04	0.00	
	10-15-6000			0002100020625 OFFICE SUPPLY				12.82	0.00	
								24.86	0.00	

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	<u>Account#</u>	<u>Work Order</u>				<u>Description</u>			<u>Debit</u>	<u>Credit</u>
126	CATLIN'S FRIENDLY APPLEMARKET (continued)									
54374	6/20/2013	6/20/2013	19.70	0002100022517	5/30/2013	14949			Posted	
	53-43-3000			WATER					19.70	0.00
54399	6/20/2013	6/20/2013	127.08	31234	5/28/2013	13209			Posted	
	51-41-6000			OFFICE SUPPLYS					127.08	0.00
1200	CHEMQUEST, INC.									
54430	6/20/2013	6/20/2013	1,622.50	3162	6/4/2013	13325			Posted	
	53-41-6170			WATER TREATMENT					1,622.50	0.00
2418	LAW OFFICE OF KATIE J CHENEY									
54419	6/20/2013	6/20/2013	19.78	611	5/7/2013	13709			Posted	
	10-11-3000			EXPENSES, POSTAGE, ENVELOPES					19.78	0.00
158	COMPUTER SOLUTIONS INC									
54389	6/20/2013	6/20/2013	217.95	156685	4/9/2013	13493			Posted	
	10-13-3000			COMPUTER SERVICE					217.95	0.00
1913	CROP PRODUCTION SERVICES									
54434	6/20/2013	6/20/2013	83.31	231982	5/21/2013	13321			Posted	
	53-41-4300			BLUE DYE					83.31	0.00
1358	CUNNINGHAM TELEPHONE & CABLE CO									
54469	6/20/2013	6/20/2013	84.71	10210	6/1/2013	13743			Posted	
	26-00-5310			ECONOMIC DEV. PHONE/INTERNET SEI					84.71	0.00
193	DOLLAR GENERAL STORE-MSC-410526									
54436	6/20/2013	6/20/2013	12.80	1000209898	6/13/2013	13718			Posted	
	10-21-6000			AIR FRESHENERS					12.80	0.00
54446	6/20/2013	6/20/2013	49.70	1000209687	6/12/2013	14633			Posted	
	10-21-6190			1000209687 CLEANING SUPPLIES					18.35	0.00
	10-21-6190			1000206597 CLEANING SUPPLIES					19.50	0.00
	10-21-6190			1000209331 CLEANING SUPPLIES					11.85	0.00
									49.70	0.00
2399	DPC INDUSTRIES, INC.									
54442	6/20/2013	6/20/2013	8,601.95	817001190-13	5/1/2013	13181			Posted	
	51-41-6170			CHEMICALS					8,601.95	0.00
2053	EMG, INC									
54418	6/20/2013	6/20/2013	1,203.40	3273	6/5/2013	13711			Posted	
	53-41-3000			ENERGY CONSULTING AGREEMENT					1,203.40	0.00
2515	F & A FOOD SALES, INC.									
54464	6/20/2013	6/20/2013	1,595.28		5/14/2013	14629			Posted	
	10-21-6190			1311689 CONCESSION ITEMS					1,386.40	0.00
	10-21-6190			1315739 CONCESSION ITEMS					208.88	0.00
									1,595.28	0.00
236	FOUTS INSURANCE AGENCY INC.									
54417	6/20/2013	6/20/2013	85.00	13230	5/21/2013	13712			Posted	
	10-15-5230			POLICY CHANGE					85.00	0.00
54426	6/20/2013	6/20/2013	2,975.00	13231	5/21/2013	13706			Posted	
	10-11-5210			PROPERTY INSURANCE					297.50	0.00
	10-15-5210			PROPERTY INSURANCE					297.50	0.00
	10-13-5210			PROPERTY INSURANCE					297.50	0.00
	10-18-5210			PROPERTY INSURANCE					297.50	0.00
	10-19-5210			PROPERTY INSURANCE					297.50	0.00
	10-21-5210			PROPERTY INSURANCE					297.50	0.00
	22-00-5210			PROPERTY INSURANCE					297.50	0.00
	51-41-5210			PROPERTY INSURANCE					297.50	0.00
	52-41-5210			PROPERTY INSURANCE					297.50	0.00
	53-41-5210			PROPERTY INSURANCE					297.50	0.00
									2,975.00	0.00
2573	HEATHER HARTMAN									
54397	6/20/2013	6/20/2013	96.01	2921621986	6/2/2013	08647			Posted	
	26-00-5310			VERIZON REPAYMENT					96.01	0.00
54398	6/20/2013	6/20/2013	77.35		6/10/2013	08648			Posted	
	26-00-5800			MILEAGE					77.35	0.00

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1279 HD SUPPLY WATERWORKS, LTD (continued)										
54380	6/20/2013	6/20/2013	333.30	9253552	5/15/2013	14806				Posted
	51-43-8100			CLAMP					333.30	0.00
305 HISEROTE TRASH SERVICE										
54438	6/20/2013	6/20/2013	515.00		4/30/2013	13719				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>
54439	6/20/2013	6/20/2013	550.00		6/30/2013	13720				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
	10-21-3000			TRASH REMOVAL					35.00	0.00
									<u>550.00</u>	<u>0.00</u>
54440	6/20/2013	6/20/2013	515.00		5/31/2013	13721				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>
2517 HQH2O INC.										
54403	6/20/2013	6/20/2013	57.50	13220	5/20/2013	13504				Posted
	10-13-3000			132200 WATER					17.25	0.00
	10-13-3000			135913 WATER					11.50	0.00
	10-13-3000			136072 WATER					11.50	0.00
	10-13-3000			136352 WATER					17.25	0.00
									<u>57.50</u>	<u>0.00</u>
1922 JNT COMPANY LLC										
54415	6/20/2013	6/20/2013	396.99	1186	5/15/2013	13715				Posted
	10-11-3360								396.99	0.00
1467 JOHN FRANCIS LLC										
54373	6/20/2013	6/20/2013	138.00	5705	5/28/2013	14950				Posted
	53-43-3000			SERVICE CALL					138.00	0.00
2359 KANSAS CORPORATION COMMISSION										
54468	6/20/2013	6/20/2013	192.56		6/1/2013	13645				Posted
	10-11-3000			Katie Cheney - 1409 N Bell					64.40	0.00
	10-11-3000			Frasier/Johnson - 116 N Hersey					67.33	0.00
	10-11-3000			Darwin Wiles - 627 E 3rd					60.83	0.00
									<u>192.56</u>	<u>0.00</u>
251 KANSAS GAS SERVICE										

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251	KANSAS GAS SERVICE (continued)									
54457	6/20/2013	6/20/2013	1,232.46			6/3/2013	13750			Posted
	51-41-6210				GAS				293.28	0.00
	10-22-6210				GAS				41.98	0.00
	10-15-6210				GAS				122.96	0.00
	10-11-6210				GAS				108.18	0.00
	51-41-6210				GAS				38.31	0.00
	10-18-6210				GAS				60.30	0.00
	10-11-6210				GAS				64.45	0.00
	53-43-6210				GAS				167.67	0.00
	52-43-6210				GAS				167.67	0.00
	51-43-6210				GAS				167.66	0.00
									1,232.46	0.00
54458	6/20/2013	6/20/2013	437.85	1562961-73			13749			Posted
	53-41-6210				215 S CHESTNUT				437.85	0.00
54459	6/20/2013	6/20/2013	323.75	1219848-91		6/10/2013	13748			Posted
	10-19-6210				1720 N HERSEY AVE				323.75	0.00
54460	6/20/2013	6/20/2013	60.95	2007743-27		5/30/2013	13747			Posted
	53-43-6210				502 E12 BLDG B-GENE				60.95	0.00
54461	6/20/2013	6/20/2013	76.04	1626728-64		5/31/2013	13746			Posted
	10-14-6210				601 N MILL				76.04	0.00
54462	6/20/2013	6/20/2013	112.51	1218503-73		5/30/2013	13745			Posted
	53-43-6210				GAS				28.13	0.00
	51-43-6210				GAS				28.13	0.00
	52-43-6210				GAS				28.13	0.00
	10-13-6210				GAS				28.12	0.00
									112.51	0.00
54463	6/20/2013	6/20/2013	32.58	1698012-91		5/31/2013	13744			Posted
	51-41-6210				215 B CHESTNUT WATER PLANT				32.58	0.00
367	KANSAS MUNICIPAL UTILITIES									
54406	6/20/2013	6/20/2013	1,000.00	11909		6/3/2013	14957			Posted
	53-43-2400				APPRENTICESHIP PROGRAM				1,000.00	0.00
370	KANSAS ONE CALL SYSTEM INC									
54413	6/20/2013	6/20/2013	82.13	3050164		5/31/2013				Posted
	53-43-3000				LOCATES				20.54	0.00
	51-43-3000				LOCATES				20.53	0.00
	52-43-3000				LOCATES				20.53	0.00
	52-43-3000				LOCATES				20.53	0.00
									82.13	0.00
2042	KMEA EMP2 OPERATING ACCOUNT									
54428	6/20/2013	6/20/2013	167,283.26	EMO2-BE-2013-05		6/10/2013	13327			Posted
	53-41-6220				ENERGY MANAGEMENT PROJECT #2 B				167,283.26	0.00
54429	6/20/2013	6/20/2013	22,150.20	WAPA-BL-13-06		6/11/2013	13326			Posted
	53-41-6220				WAPA HYDRO POWER SUPPLY FOR JL				22,150.20	0.00
394	KRIERS' AUTO PARTS									
54366	6/20/2013	6/20/2013	363.32	4925-133556		5/1/2013	14711			Posted
	10-15-4330				4925-133556 ENAMEL				26.04	0.00
	10-15-4330				4925-135036 BEARING				215.00	0.00
	10-15-4330				4925-135690 CASTER				15.72	0.00
	10-15-4330				4925-135750 R134A				106.56	0.00
									363.32	0.00
54386	6/20/2013	6/20/2013	91.92	4925-135716		5/29/2013	13490			Posted
	10-13-4310				4925-135716 NUT				88.10	0.00
	10-13-4310				4925-133525 LAMP				3.82	0.00
									91.92	0.00
395	KRIZ-DAVIS CO									
54408	6/20/2013	6/20/2013	4,974.22	S100612242.001		5/22/2013	14959			Posted
	53-43-8300				S100612242.001 TRANSFORMERS				2,391.26	0.00
	53-43-8300				S100612242.002 TRANSFORMERS				2,582.96	0.00
									4,974.22	0.00
805	KRONE'S SERVICE CENTER, INC									
54396	6/20/2013	6/20/2013	177.00	9472		5/31/2013	13503			Posted
	10-13-3000				WRECKER				177.00	0.00

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805	KRONE'S SERVICE CENTER, INC (continued)									
54400		6/20/2013	6/20/2013	67.60	9376	5/9/2013	13210			Posted
		51-41-4310			REPAIR				67.60	0.00
1037	LATTIN AVIATION-TRAVIS LATTIN									
54473		6/20/2013	6/20/2013	1,200.00		6/1/2013	13644			Posted
		10-22-3000			JUNE 2013 - AIRPORT SERVICE CONTR				1,200.00	0.00
188	LAWSON PRODUCTS INC									
54372		6/20/2013	6/20/2013	52.62	9301674497	5/23/2013	14951			Posted
		53-43-6000			WASHERS				52.62	0.00
54427		6/20/2013	6/20/2013	260.42	9301702484	6/5/2013	13328			Posted
		53-41-7450			CUT OFF WHEELS				260.42	0.00
2307	BARBARA LEWIS									
54421		6/20/2013	6/20/2013	29.00	238578	5/6/2005	13727			Posted
		10-13-2911			UNIFORM ALTERATIONS				29.00	0.00
409	LIGHT & WATER UTILITIES									
54410		6/20/2013	6/20/2013	33,269.64		5/31/2013	13705			Posted
		10-11-6220			ADMIN				2,197.70	0.00
		10-11-6220			ADMIN SHARE				38.44	0.00
		10-13-6220			PD SHARE				38.44	0.00
		51-41-6220			WATER SHARE				38.43	0.00
		10-14-6220			FIRE DEPT				242.25	0.00
		10-15-6220			TRANSPORTATION				512.44	0.00
		10-18-6220			PARKS & REC				1,790.91	0.00
		10-20-6220			CEMETERY				160.76	0.00
		10-22-6220			AIRPORT				386.88	0.00
		51-41-6220			WATER PLANT				7,167.31	0.00
		52-41-6220			SEWER PLANT				11,390.64	0.00
		53-41-6220			POWER PLANT				1,196.05	0.00
		51-43-6220			WATER SYSTEMS				353.16	0.00
		52-43-6220			SEWER SYSTEMS				353.17	0.00
		53-43-6220			SYSTEMS OP SHARE				353.17	0.00
		51-43-6220			SYSTEMS OP SHARE				29.54	0.00
		52-43-6220			SYSTEMS OP SHARE				29.54	0.00
		53-43-6220			SYSTEMS OP SHARE				29.54	0.00
		10-13-6220			PD SHARE				29.52	0.00
		53-43-6220			ELECTRIC SYSTEMS				59.86	0.00
		10-19-6220			NORTH CAMPUS				6,733.23	0.00
		10-21-6220			POOL				138.66	0.00
									33,269.64	0.00
2112	LINDE LLC CHARLOTTE NC									
54402		6/20/2013	6/20/2013	481.83	47645068	5/28/2013	13211			Posted
		51-41-6170			CO2				481.83	0.00
2640	AMBER LOOMIS									
54470		6/20/2013	6/20/2013	50.00		6/12/2013	14640			Posted
		10-00-3478			REFUND SWIMMING LESSONS				50.00	0.00
428	MAR KAN SALES CO									
54467		6/20/2013	6/20/2013	1,347.92	173351	5/31/2013	14646			Posted
		10-21-6190			CONCESSION STAND SUPPLIES				1,347.92	0.00
426	CRAIG MARCOTTE									
54388		6/20/2013	6/20/2013	90.00		6/1/2013	14718			Posted
		10-15-2911			BOOTS				90.00	0.00
54420		6/20/2013	6/20/2013	70.00	308207	6/11/2013	13707			Posted
		10-11-6600			308207 MOWING				20.00	0.00
		10-11-6600			308205 MOWING				50.00	0.00
									70.00	0.00
424	MCHENRY ELECTRIC & SUPPLY									
54367		6/20/2013	6/20/2013	28.99	008727	5/29/2013	14710			Posted
		10-15-7450			BAR				28.99	0.00
2642	ZACK MILLER									
54472		6/20/2013	6/20/2013	120.00		6/12/2013	14642			Posted
		10-00-3478			SOFTBALL REFUND				120.00	0.00

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607	SHAMBURG OIL COMPANY (continued)									
54360	6/20/2013 6/20/2013	53-43-6270		271.89	377944	377944 FUEL	6/7/2013	14961	95.01	Posted 0.00
		53-43-6270				377945 FUEL			59.00	0.00
		53-43-6270				377993 FUEL			117.88	0.00
									271.89	0.00
54375	6/20/2013 6/20/2013	53-43-6270		334.03	376907	376907 FUEL	5/31/2013	14948	72.03	Posted 0.00
		53-43-6270				376087 FUEL			141.00	0.00
		53-43-6270				376056 FUEL			121.00	0.00
									334.03	0.00
54443	6/20/2013 6/20/2013	53-43-6000		19.00	376688	PROPANE	5/30/2013	13832	19.00	Posted 0.00
626	SOLOMON VALLEY HOME CENTER									
54355	6/20/2013 6/20/2013	53-43-8300		200.76	10305901	TREATED LUMBER	6/7/2013	14962	200.76	Posted 0.00
54453	6/20/2013 6/20/2013	10-18-6000		360.88	10306112	10306112 AG LIME , QUICKRETE PALLE	5/29/2013	14649	353.90	Posted 0.00
		10-18-6000				10306623 CREDIT , QUICKRETE PALLET			0.00	20.00
		10-18-6000				10306658 BRASS BRUSHINGS			5.29	0.00
		10-21-6000				10307097 BOARD FOR POOL			21.69	0.00
									380.88	20.00
84	ST JOHN'S SCHOOL - CROSSWALK GUARD									
54474	6/20/2013 6/20/2013	10-13-3000		60.00		MAY CROSSWALKS - 12 DAYS	6/1/2013	13643	60.00	Posted 0.00
643	STANION WHSE ELECTRIC COMPANY									
54405	6/20/2013 6/20/2013	53-43-6000		32.98	3409934-01	SOCKET	5/23/2013	14958	32.98	Posted 0.00
2643	THE TOOL HOUSE									
54488	6/20/2013 6/20/2013	10-14-4330		235.74	268300	WASHERS-O-RINGS	6/4/2013	13742	235.74	Posted 0.00
673	THOMPSON'S OK TIRE, INC									
54368	6/20/2013 6/20/2013	10-15-6140		46.50	1-67638	TIRE	5/21/2013	14709	46.50	Posted 0.00
54379	6/20/2013 6/20/2013	51-43-4310		12.00	1-67803	TIRE REPAIR	5/23/2013	14807	12.00	Posted 0.00
1163	TMHC SERVICES INC									
54423	6/20/2013 6/20/2013	10-13-3000		756.00	178107	PRE-EMPLOYMENT TEST	5/31/2013	13725	70.00	Posted 0.00
		10-21-3000				PRE-EMPLOYMENT TEST			350.00	0.00
		10-20-3000				PRE-EMPLOYMENT TEST			140.00	0.00
		10-11-3000				PRE-EMPLOYMENT TEST			70.00	0.00
		10-11-3000				PROGRAM ASSISTANCE			126.00	0.00
									756.00	0.00
54424	6/20/2013 6/20/2013	10-11-3000		187.50	178106	EMPLOYMENT ASSIST. PROGRAM & FE	5/31/2013	13724	187.50	Posted 0.00
1533	ULTRA CLEAN CAR WASH									
54393	6/20/2013 6/20/2013	10-13-4310		179.14		APRIL SERVICE	4/30/2013	13500	179.14	Posted 0.00
1643	UNITED INDUSTRIES INC									
54448	6/20/2013 6/20/2013	10-21-7440		83.68	0061493 IN	HEAD IMMOBILIZER		14644	83.68	Posted 0.00
704	UNIVAR USA INC									
54493	6/20/2013 6/20/2013	51-41-6170		9,270.76	W1604821	SODA ASH	6/7/2013	13191	9,270.76	Posted 0.00
697	USD 273									
54475	6/20/2013 6/20/2013	10-13-3000		253.50		MAY CROSSWALKS - 13 DAYS	6/1/2013	13642	253.50	Posted 0.00
410	UTILITIES									
54362	6/20/2013 6/20/2013	10-13-6220		581.99	7346	CITY SHARE OF JAIL UTILITIES		13641	581.99	Posted 0.00

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name		Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status	
	Account#	Work Order			Description				Debit	Credit	
2067	VERIZON WIRELESS SERVICES, LLC (continued)										
54456	6/20/2013	6/20/2013	152.79	687312767.0001	6/4/2013	13492				Posted	
	10-13-5310			CELLPHONE SERVICE				152.79		0.00	
54492	6/20/2013	6/20/2013	45.05	9705919451	6/3/2013	13752				Posted	
	10-18-5310			PARK AND REC ON CALL CELL				45.05		0.00	
2644	WACONDA LAKE FIREWORKS										
54489	6/20/2013	6/20/2013	100.00		6/13/2013	13741				Posted	
	10-11-5400			SPONSOR				100.00		0.00	
712	WACONDA TRADER										
54363	6/20/2013	6/20/2013	80.00	2178	5/29/2013	13834				Posted	
	10-11-5400			OUTDOOR GUIDE				80.00		0.00	
2641	CHANDRA WAGNER										
54471	6/20/2013	6/20/2013	25.00		6/12/2013	14641				Posted	
	10-00-3478			REFUND SWIMMING LESSON				25.00		0.00	
722	WATTS AND SON										
54454	6/20/2013	6/20/2013	4,601.09	611	5/30/2013	14631				Posted	
	10-19-4300			611 RETRIGERANT FOR SP ED BUILDIN				831.00		0.00	
	10-19-4300			614 COMPRESSOR AND SUPPLIES				3,428.93		0.00	
	10-18-4300			612 URINAL FOR SC				321.21		0.00	
	10-18-4300			637 TIMER FOR WESTSIDE				19.95		0.00	
								4,601.09		0.00	
728	WEIS FIRE & SAFETY EQUIPMENT CO. INC.										
54395	6/20/2013	6/20/2013	152.25	129848	5/1/2013	13502				Posted	
	10-13-3000			SERVICE				152.25		0.00	
54431	6/20/2013	6/20/2013	82.40	131038	6/11/2013	13324				Posted	
	53-41-7440			SERVICE FOR EXINGUISHERS				82.40		0.00	
1035	BRUCE WILSON										
54491	6/20/2013	6/20/2013	60.00		6/13/2013	13753				Posted	
	10-11-3000			PROFESSIONAL SERVICES				60.00		0.00	
			378,663.19	145 Non-voided payables listed.							

Report Setup
 AP - Accounts Payable Listing : Vendor Name
 Filter Options
 Starting: 6/20/2013
 Ending: 6/20/2013
 Banks: All
 Payable Status: Posted, Printed, ACH, Recorded, Voided
 All Vendors Selected

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:		
June 4, 2013	RESOLUTION 2013-13 CITY STREETS		
ORIGINATING DEPARTMENT:	TYPE OF ACTION:	<input type="checkbox"/> ORDINANCE	<input checked="" type="checkbox"/> RESOLUTION
Administration/Transportation		<input type="checkbox"/> FORMAL ACTION	<input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the Council approve the Resolution 2013-13.

FISCAL NOTE:

- There is no direct cost related to approval of this item.

DISCUSSION:

This resolution requires that all new streets built on the North Campus be constructed with concrete.

Respectfully submitted,

Glenn Rodden
City Administrator

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELOIT, KANSAS, REQUIRING ALL NEWLY CONSTRUCTED STREETS IN THE NORTH CAMPUS ADDITION TO THE CITY OF BELOIT TO BE CONSTRUCTED OF CONCRETE.

WHEREAS, the City of Beloit wishes to make a requirement that all streets constructed from this date forward in the North Campus Addition to the City of Beloit, including the streets in the anticipated Cooper re-plat, be constructed of concrete.

NOW THEREFORE, BE IT RESOLVED by the governing body of the City of Beloit, Kansas:

1. All newly constructed streets in the North Campus Addition to the City of Beloit shall be constructed of concrete.

PASSED and ADOPTED by the Governing Body and signed by the Mayor this 18th day of June, 2013.

Tom Naasz, Mayor

ATTEST:

Amanda J. Lomax, City Clerk

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
June 18, 2013	STREET IMPROVEMENT AGREEMENT WITH MIKE COOPER
ORIGINATING DEPARTMENT:	TYPE OF ACTION: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION
Administration	<input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the council approve the enclosed street agreement with Mike Cooper.

FISCAL NOTE:

- There is no direct cost associated with approval of this item.

DISCUSSION:

The attached agreement specifies the type of surface (concrete) that will be used to construct the street within the Silver Fox Lane Estates on the North Campus ground that we recently sold to Mr. Mike Cooper.

Respectfully submitted,

Glenn Rodden
City Administrator

AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into this ____ day of June, 2013, by and between The City of Beloit, Kansas, a Kansas municipality, party of the first part, hereinafter referred to as City, and Michael A. Cooper, party of the second part, hereinafter referred to as Cooper.

WITNESSETH:

The City and Cooper have entered into a Real Estate Contract dated May 21, 2013 for the sale of Blocks 6 and 9, North Campus Addition. Pursuant to that agreement, the parties agreed that the type of street (either concrete or asphalt) would be agreed upon by the parties. At this time, the parties desire to enter into this Agreement regarding the streets to be constructed through Blocks 6 and 9, North Campus Addition to the City of Beloit.

STREET IMPROVEMENT:

The parties agree that the streets through Blocks 6 and 9, North Campus Addition to the City of Beloit will be constructed of 7" non-reinforced concrete pavement (31'-0" b-b) with concrete mountable curb (commonly known as "lay down" curb) & gutter.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the day and year first above written.

CITY:

THE CITY OF BELOIT, BELOIT, KANSAS
a Kansas municipality

Tom Naasz, Mayor

Date: _____

ATTESTED BY:

Amanda J. Lomax, City Clerk

COOPER:

Michael A. Cooper

Date: _____

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
June 18, 2013	SALE OF REAL ESTATE
ORIGINATING DEPARTMENT:	TYPE OF ACTION: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION
Administration	<input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the council approve the sale of land to Schroeder Building and Supply, LLC.

FISCAL NOTE:

- There is no direct cost associated with approval of this item.

DISCUSSION:

The enclosed contract is for the sale of land on the north campus to Schroeder Building and Supply, LLC. The contract specifies the price of the land and the method of payment for the street. This property is located just north of the property that Mike Cooper is purchasing from the city.

The REDI committee met with the purchaser to discuss this proposal and the committee recommends that the city sell this land to the purchaser at the appraised value. Also, the purchasers gave the council a brief presentation on their project at the last council meeting and answered questions from the council and the public.

Respectfully submitted,

Glenn Rodden
City Administrator

REAL ESTATE CONTRACT
WITH OPTION TO PURCHASE ADDITIONAL REAL ESTATE

THIS AGREEMENT, made and entered into this ____ day of June, 2013, by and between The City of Beloit, Kansas, a Kansas municipality, party of the first part, hereinafter referred to as Seller, and Schroeder Building and Supply, LLC, party of the second part, hereinafter referred to as Buyer.

WITNESSETH:

1. PROPERTY:

Seller agrees to sell and Buyer agrees to purchase, under the terms and conditions hereinafter set forth, the following described real estate, to-wit:

Lots Five (5), Six (6), Seven (7), Eight (8), and Nine (9), Block Five (5), North Campus Addition to the City of Beloit, Mitchell County, Kansas.

2. PURCHASE PRICE:

Buyer shall pay the sum of Nineteen Thousand Eight Hundred Seventy-Five and No/100 Dollars (\$19,875.00) at closing.

3. TITLE:

Seller shall provide Buyer a title insurance commitment for a title insurance policy to be issued at the time of purchase, which will insure Buyer against loss or damage to the extent of the purchase price by reason of defects in title of Seller to said real estate. The commitment shall show marketable title vested in Seller, subject to encroachments which would be disclosed by survey, rights-of-way or record, trees, plantings and fences thereon; restrictions and protective covenants of record, provided no forfeiture provisions are contained therein; unmatured special assessments, zoning laws, ordinances and regulations; rights of tenants in possession; the liens, if any, described therein; and those

exceptions which are standard to First American Title Insurance Company's Schedule B or as specified therein. The cost of the standard owner's policy of title insurance shall be paid one-half (1/2) by each of the parties hereto. Buyer shall pay for any lender's/mortgagee's title insurance coverage.

Seller shall be responsible to use due diligence to resolve any title defects at Seller's expense subject to the foregoing exceptions. Should it become impossible for the above named Seller to furnish a merchantable title to the above described real estate, then the Buyer shall be entitled to the return of the monies theretofore paid, and the Seller shall be entitled to the immediate possession of said real estate and immediate release from all contractual obligations hereunder.

4. CONVEYANCE:

Seller agrees to forthwith execute and acknowledge a General Warranty Deed conveying said real estate, subject to easements and restrictions of record. The cost of recording the deed shall be paid by the Buyer.

5. CONDITION OF PREMISES:

Buyer specifically represents that there are no important representations concerning the condition or value of the property made by Seller on which Buyer is relying except as may be fully set forth in writing and signed by them.

6. POSSESSION:

Buyer shall be entitled to possession of the property at closing.

7. TAXES:

Seller shall be responsible for all real estate taxes and assessments prior to date of closing. Buyer shall pay all real estate taxes and assessments from date of closing and

thereafter.

8. TEMPORARY ESCROW AGREEMENT:

An executed copy of this agreement, the general warranty deed as hereinabove provided for, and the Owner's Policy of Title Insurance shall be deposited in escrow with NCK Title, LLC, which shall act as escrow agent. Said escrow agent is hereby instructed upon full payment of the sum heretofore mentioned to be paid by the Buyer and meeting all other terms and conditions upon his part to be made herein, to deliver said deed and Owner's Policy of Title Insurance to the Buyer. Buyer and Seller and each of them promise to indemnify and hold harmless the escrow agent against any cost, damages, attorney fees, expenses and liabilities, which in good faith and without fault of which may incur or sustain in connection with this agreement and in connection with any court action arising out of this agreement.

9. DEVELOPMENT OF PROPERTY:

Buyer agrees to develop the property in a timely manner. The homes built by Buyer on the property shall be substantially complete within two (2) years of the completion of the street along the frontage of the property. Failure of the Buyer to develop the property within two (2) years, may, at Seller's option, result in the forfeiture of the Option to Purchase as described in Paragraph 10 of this Agreement. In that event, the Seller will retain any money paid by the Buyer for the Option to Purchase.

10. OPTION TO PURCHASE:

Seller grants Buyer the option to purchase the following property:

Lots One (1), Two (2), Three (3), and Four (4), Block Five (5), North Campus Addition to the City of Beloit, Mitchell County, Kansas.

for the sum of Two Thousand and No/100 Dollars (\$2,000.00). Those funds shall be paid to the Seller at closing.

Buyer may exercise the option to purchase the above-described property any time within two (2) years from date of closing, so long as Buyer has complied with the provisions of Paragraph 9 of this Agreement, unless otherwise mutually agreed upon by the parties. Buyer and Seller agree that the above-described property will be sold to Buyer at its appraised value as stated in The Simmons Company Appraisal Report dated April 18, 2012.

11. STREET IMPROVEMENT:

The cost of improving the streets along the frontage of the property described in Paragraph 1 shall be divided as is customarily divided between the City of Beloit and any benefit district of the City with the Buyer paying the cost of materials and engineering costs and the Seller providing and paying the cost of labor and equipment. The proposed method of assessment for Buyer's cost is: total front footage along the street divided into the total cost to be assessed, multiplied by the front footage of each lot or parcel. Buyer shall have the option of paying the cost of the street improvement within thirty (30) days of receiving notice of the cost of the street improvement. If not paid within thirty (30) days of written notice to the Buyer, the cost will be certified to the County Treasurer to be assessed over a period of ten (10) years and shall bear interest at a rate of six (6) percent per annum.

12. UTILITIES:

Seller agrees to deliver water, electrical and sanitation sewer lines to each building site with the costs divided as are customarily divided between the City of Beloit and a

property owner for building sites within the city limits of Beloit. Buyer is responsible for bringing gas lines to each building site at Buyer's expense.

13. EASEMENT VACATION:

The parties agree that the sewer easement currently platted through Lot Four (4) will need to be vacated and relocated. Seller agrees to vacate the easement to avoid interference with Buyer's development of the properties.

14. FORFEITURE:

If Buyer fails or refuses to complete the purchase of the property in accordance with this contract for any reason, except failure of merchantable title, Seller may, at its option, terminate the contract and retain all money paid by Buyer on account of the purchase price as liquidated damages for breach of contract, or Seller may proceed to enforce this contract or seek damages for the breach of contract in a court of competent jurisdiction.

15. CLOSING DATE AND EXPENSES:

This transaction shall be closed and settlement shall occur on or before September 30, 2013, at the office of NCK Title, LLC, Beloit, Kansas. At that time and place or such later date as the parties may agree to in writing, each party shall deliver to the other all instruments, documents and funds required for the complete execution of this contract. Seller and Buyer shall each pay one-half (1/2) of the expenses incurred in completing closing, which shall include but not be limited to, the drafting of a deed and real estate questionnaire, preparing closing statements, writing closing checks, conferences, telephone calls, copy and postage expense. The costs of drafting this real estate contract shall be paid by the Seller outside of closing.

16. ATTORNEYS' FEES:

In case an action is brought by Seller or Buyer to enforce this contract or any of its provisions, the successful party in such action shall be entitled to attorneys' fees in addition to ordinary taxable costs of the action.

17. ASSIGNMENT:

Buyer shall not sell, assign or transfer this contract or any interest under it, or any interest in or to said property, without first obtaining the written consent of the Seller.

18. CONCLUSIVENESS:

All of the terms and conditions of this agreement between the parties hereto are stated herein and no representations or inducements have been made to the Buyer by the Seller other than those herein set forth.

19. BINDING ON HEIRS:

This contract shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

20. GOVERNING LAW:

The parties agree that this contract shall be interpreted and enforced in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, this contract has been executed by the parties hereto on the day and year first above written.

SELLER:

THE CITY OF BELOIT, BELOIT, KANSAS
a Kansas municipality

Tom Naasz, Mayor

Date: _____

ATTESTED BY:

Amanda J. Lomax, City Clerk

BUYER:

SCHROEDER BUILDING AND SUPPLY, LLC

Brad Schroeder, Member

Dean Schroeder, Member

Date: _____

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
June 18, 2013	CONCEALED WEAPON EXEMPTION LETTER
ORIGINATING DEPARTMENT:	TYPE OF ACTION: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION
Administration	<input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the council approve the enclosed letter to the attorney general.

FISCAL NOTE:

- There is no direct cost associated with approval of this item.

DISCUSSION:

This letter will give the City of Beloit six months to develop a plan for dealing with the new concealed carry law passed this year by the state legislature. One of the issues that we need to address is whether or not to allow city employees to carry concealed weapons on during work hours.

Respectfully submitted,

Glenn Rodden
City Administrator

June __, 2013

Hon. Derek Schmidt
Kansas Attorney General
120 SW 10th Ave., 2nd Floor
Topeka, KS 66612

RE: Exemption of municipal buildings

Dear Attorney General Schmidt,

On June __, 2013 the governing body of the city of _____, pursuant to Section 2 (i) of Senate Substitute for House Bill 2052 approved the exemption of the following buildings from the requirements of said bill:

(LIST EACH BUILDING WITH ADDRESS)

The city understands that this exemption will end on January 1, 2014 unless further action is taken by the governing body to extend the exemption.

Respectfully submitted,

(Signed by Mayor, Manager, Administrator or Clerk, on behalf of the city)

cc: Police Department



Concealed Carry Briefing

The Legislature passed and Governor Brownback signed HB 2052 which authorizes the carrying of concealed weapons in state and municipal buildings. The following is a summary of the key elements of that bill.

Effective Date: July 1, 2013. However, if your city would like time to assess your buildings and make specific determinations, you can simply send a letter to the Attorney General and local law enforcement. In that case, you will have until January 1, 2014 to make such determinations. While there is no deadline specified regarding the submission of this letter, you must do so by July 1, 2013, in order to prevent the law from going into effect in your city. A sample letter can be found at <http://www.lkm.org/legislative/briefings/concealedcarry/exemption2052letter.doc>.

Applies to: The State (with certain exceptions) and municipalities. It does not include school districts.

Possible Outcomes: Under the provisions of this bill, cities will have the following choices:

1. Remove your no-carry signs and allow concealed carry in your municipal buildings;
2. Provide metal detectors or wands and personnel at each public entrance. Cities can then post the building as no-carry.
3. Assess your buildings and establish a security plan for the buildings. In this case, the buildings will be eligible for a 4-year exemption from the law. The City of Wichita and Sedgwick County recently completed such an assessment. The model for the City of Wichita and Sedgwick County is available here:
<http://www.lkm.org/legislative/briefings/concealedcarry/WichitaSGCountyModel.pdf>

Liability: Public entities will be exempted from liability for the actions or omissions of concealed carry permit holders if:

1. The entity provides door security and posts the building as no-carry or
2. The entity allows concealed carry in their buildings.

Exemption: The Legislature has provided for a 4-year exemption if the public entity establishes a security plan and adopts a resolution to exempt certain buildings from the requirements of the act. Such resolution shall include the following statement: "A security plan has been developed for the building being exempted which supplies adequate security to the occupants of the building and merits the prohibition of the carrying of a concealed handgun as authorized by the personal and family protection act." The security plan may be developed by the police chief.

A copy of the security plan shall be maintained on file. Notice of the exemption, together with the resolution, shall be sent to the Kansas Attorney General and to the law enforcement agency of local jurisdiction. Security plans are not subject to KORA.

Employees: Cities may restrict or prohibit the carrying of concealed handguns by their employees while on their premises or while engaged in their official duties if the city does so through their personnel policies. Failure to adopt such restrictions in personnel policies will allow public employees to carry concealed handguns in public buildings and while engaged in their duties.

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
June 18, 2013	VACUUM TRUCK PURCHASE
ORIGINATING DEPARTMENT:	TYPE OF ACTION:
Waste-Water Systems	<input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION
	<input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the council approve the lease/purchase of a Vacuum Truck from Red Municipal & Industrial Equipment.

FISCAL NOTE:

- The direct cost associated with approval of this item is \$130,000.00. This item will be included in our 2014 budget.

DISCUSSION:

The enclosed memorandum from Water/Wastewater Director Kendal Francis outlines three options for cleaning sewer lines in our system. The lease-purchase of a used truck is the best option because we can handle the payments with the new farm-ground lease payments.

Respectfully submitted,

Glenn Rodden
City Administrator

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



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

TO: Glenn Rodden, City Administrator
FROM: Kendal Francis, Director of Water / Wastewater Operations
RE: Vacuum Truck Purchase
DATE: June 14, 2013

An effective maintenance program keeps a sewer system running smoothly and helps prevent premature deterioration of components. The goal of the Wastewater Collection's Department is to clean the entire system every three years, per industry standards. Currently, the department operates a 1991 Guzzler Ram Rodder combination truck that was purchased used in 2000. It has 82,653 miles and 2,453 hours of use. We spend approximately \$2,000/year on maintenance of the truck, and still, it is highly unreliable. We have frequent breakdowns and often it cannot be used an entire day as it systems will overheat and then not restart. We need a reliable replacement.

We have three replacement options.

1. Contract the system to be cleaned. (\$69,000 + / year) Please see the accompanying price quote for sewer cleaning from Mayer Specialty Services. They are the leading company of its kind, in Kansas.
2. Purchase a brand new truck. (\$303,376) Please see the accompanying price quote for a new combination truck from Red Municipal & Industrial Equipment.
3. Purchase a used truck.

Whereas, a cleaning and program is essential to efficient operation of a collection system; and Whereas, neither the cost of contracting the system to be cleaned nor the purchase of a brand new combination vacuum truck are financially feasible; and Whereas it is impossible to make accurate bid comparisons on used equipment. I am requesting a waiver of the bid process and recommending the 5 year lease/purchase of a 2011 model Vac-Con combination vacuum truck, in the amount of \$130,000, from Red Municipal & Industrial Equipment. Staff has examined and tested the truck and believes it to be an exceptional machine. One very important note regarding this truck is that it was previously purchased solely for its hydro-excavation capability and therefore the sewer jetting equipment has only been used for demonstration purposes and is in like new condition. Red Equipment offered \$5000 for trade of our truck. For the value of the trade, I negotiated an additional 400' of high pressure jetting hose and a brand new jetting nozzle. So the price remains \$130,000. However, this now gives us 1000' of hose which will allow us to clean some areas of town that we were not capable of properly cleaning with our current equipment.

This is not a current budget item. However, the first payment will not be due until January 30, 2014. This will allow me build the payment into future budgets. My plan is to only make lease payments for 2014 & 2015, which will be paid for using the farm ground rent payments. The final loan payment for the sewer plant upgrade will be made in 2015. That will free up \$190,000 to make a final, bulk payment for the vacuum truck in 2016. However, we would still be able to continue with manageable lease payments should our financial situation change.



Lessee
City of Beloit, KS

Vendor
Red Municipal & Industrial Equipment, Co.

Proposal Date:	May 22, 2013		
Equipment Description:	1- 2010 Vac-Con Combination Vacuum Truck		
Commencement Date:	June 30, 2013		
	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>
Equipment Cost:	\$130,000.00	\$130,000.00	\$130,000.00
Lessee Down Payment:			
Amount Financed:	\$130,000.00	\$130,000.00	\$130,000.00
Lease Term:	3 Years	4 Years	5 Years
First Payment Date:	1/30/2014	1/30/2014	1/30/2014
Payment Frequency:	Annual	Annual	Annual
Lease Rate:	3.29%	3.35%	3.40%
Payment Amount:	\$45,616.07	\$34,800.01	\$28,328.21
Payment Factor:	0.35089	0.26769	0.21791

Qualifications:

- Pricing:** This is a lease proposal for the payment stream(s) indicated above. If any of the information identified above are not correct, please advise us so that we can determine if a new proposal is required. Other important elements of this proposal are:
 - Rate Expiration:** Signing this proposal does not in itself lock in your rate. This lease must be credit approved, contracts properly signed, and the lease funded by Leasing 2 within thirty days from the date of this proposal to protect the rates quoted.
 - Closing Costs:** There will be a \$300 document fee due at closing
- Type of Lease:** This is a lease-purchase type of financing. After all the lease payments are made, Lessee will own the equipment without further cost.
- Credit Approval and Documentation:** This is a proposal only, and does not represent a commitment to lease. This financing is subject to credit review and approval and execution of mutually acceptable documentation, including the opinion of lessee's counsel opining that the agreement is legal, valid and binding, and qualified as a tax exempt obligation under the tax reform act of 1986 as amended.

Leasing 2, Inc.

BY: Q (via email or facsimile)
Phone: 800-287-5155 x## info@leasing2.com

DATE: May 22, 2013

REQUEST TO PROCEED: When you are ready to proceed with this lease, please sign the proposal to award to Leasing 2, Inc. then fax/email to Leasing 2. We will immediately fax you our application to get started. There will be a \$500 fee charged if the lease is not closed for any reason except a credit decline.

City of Beloit, KS

Name of Lessee

Option Chosen: _____

Authorized Signature _____

Date _____

Contact E-Mail Address _____

Contact Phone _____

Last month of your budget year? _____

Please complete the above information and **fax or email** all pages of the proposal to
813-258-9333 / info@leasing2.com



RED

Municipal & Industrial Equipment Co

6/10/2013

5206 East 9th Street
Kansas City, MO 64124
(o) 816-231-2005
(f) 816-461-8511

Quotation

Contact Information:

Customer: City of Beloit Kansas
Contact: Kendal Francis, C.P.M.
Address: 215 S. Chestnut
Beloit Ks 67420

Office: 785-738-2275
Fax: _____
Cell: _____
Email: beloitplants@nckcn.com

Reference Bid #: _____

Description: NEW V250 Vac-Con Combination Sewer Cleaner per attached Specifications

Red Municipal and Industrial Equipment Co is pleased to offer the following quote for the above mentioned equipment:

ITEM NO	QTY	Cost per Unit	DESCRIPTION:	BID PRICE
V250/1000	1		Vac-Con Combination	303,376.00
				0.00
				0.00
				0.00

Deduction of Trade-In _____

Additional Option _____

Additional Option _____

Total* \$303,376.00

* This amount does not include any shipping /tax charges if applicable

Andy Armstrong

Signature: Red Municipal and
Industrial Equipment Co

Accepted By _____

MAYER

SPECIALTY SERVICES, L.L.C.

SANITARY SEWER CLEANING/CCTV INSPECTION AGREEMENT FOR THE CITY OF BELOIT, KS

Mayer Specialty Services, LLC agrees perform sanitary sewer line cleaning for the city. (See Maintenance Cleaning Methods & Procedures in the Proposal)

2013	Clean approx.	115,000 l.f.	@	\$.60 p.l.f.*	=	\$69,000.00*
	Televise approx.	11,500 l.f.		of cleaned lines		included
2014	Clean approx.	115,000 l.f.	@	\$.63 p.l.f.*	=	\$72,450.00*
	Televise approx.	11,500 l.f.		of cleaned lines		included
2015	Clean approx.	115,000 l.f.	@	\$.66 p.l.f.*	=	\$75,900.00*
	Televise approx.	11,500 l.f.		of cleaned lines		included

**Per foot cleaning price subject to fuel adjustment increase as specified on Fuel Price Adjustment sheet.
Footages are approximations. Actual price will be computed utilizing the actual footage cleaned and the per-foot cleaning price.*

- Additional footage may be cleaned at the same rate specified above.
- Additional footage may be televised at the price of \$.90 per lineal foot for cleaned lines and \$1.56 per foot for non cleaned lines if done during the cleaning same trip.
- Line sections noted on the cleaning report as being "guaranteed" shall be guaranteed to remain open to flow. (See guarantee section in the proposal).
- Emergency service is available to maintenance customers with timely dispatch of equipment and personnel. (See emergency service & guarantee sections in the proposal)
- Mayer Specialty Services, LLC accepts no responsibility for damage that may occur because of improperly vented structures, pre-existing conditions or anything introduced into the system which is not normal sewage.
- Any disputes regarding this agreement will be decided by arbitration (Construction Industry Arbitration Rules of the American Arbitration Association)

City responsibilities:

- Distribute individual notices to addresses in the effected areas.
- Provide clean water for the jetting process and cleanup.
- Locate, uncover & exercise all manhole lids & provide access for our cleaner to all locations within effected areas, prior to our arrival.
- Provide a dumpsite, within reasonable distance, for deposit of debris removed from the system.

Term:

The term of this agreement is three years consisting of three annually renewable calendar periods each ending on December 31. This agreement begins January 1, 2013 and renews each January 1 thereafter through 2015. If approved, work will be performed when we are in the area, exact dates to be determined at a later date. **This agreement may be terminated by either party with written notice given 30 days prior to termination.**

Mayer Specialty Services, LLC

Melinda Lambert
Melinda Lambert – MSS authorized signature

ACCEPTANCE OF PROPOSAL & NOTICE TO PROCEED

Authorized signature, City of Beloit, KS

Printed signature name

Title

Date



ITEMS FOR COUNCIL DISCUSSION

DATE:

June 18, 2013

TITLE:

WORK SESSION DISCUSSION

DISCUSSION:

Items for discussion at your June 18, 2013 Work Session will include the following:

1. Housing Rehabilitation Grant Program – Economic Development Director Heather Hartman will brief the council on this program.

Respectfully submitted,

Glenn Rodden
City Administrator

