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CITY COUNCIL AGENDA

Tuesday, June 4, 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. 5/21/2013 City Council Meeting Minutes
- B. Appropriations 6A

6. ORDINANCES

- A. None

7. RESOLUTIONS

- A. None

8. FORMAL ACTIONS

- A. Farm Ground Lease
- B. Lease Agreement for Old Library with the Solomon Valley Hospice
- C. Contract for Sale of Land to Schroeder Building, LLC
- D. Engineering Agreement with Schwab-Eaton
- E. Airport Demolition Bid

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. Airport Expansion Project
- B. Street Projects
- C. City Code

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
May 21, 2013

The Beloit City Council met in regular session on May 21, 2013 in the Council Chamber. Mayor Tom Naasz called the meeting to order at 7:00 p.m. City Council members in attendance were, Lloyd Littrell, Pat Struble, Kent Miller, Bob Richard, Matt Otte, Robert Petterson, Rick Brown, and Frank Delka. 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.

Mayor Naasz congratulated the high school students who made it to state track in Wichita. Councilor Otte said he is looking forward to the Memorial weekend festivities. Councilor Miller complimented the Chamber of Commerce members that decorated the downtown area. Councilor Brown wanted the public to know about the livestock show coming up Memorial Weekend. Councilor Richard thanked Michelle Heiderick and Beth Davies for decorating the downtown area. Councilor Petterson wanted to remind people that the VFW needed volunteers to put up and take down flags for Memorial weekend.

City Administrator Glenn Rodden reported on the following: 1. The Transportation Department is almost done with the Meadowlark Business Park. 2. Had a meeting with Regional Planning on how a housing rehabilitation grant works. 3. Brad Waller with Alfred Benesch & Company will be here next council meeting to update on the airport project. 4. Working on contract negotiations with the Hospital and Hospice on the old library.

Public Comment: HJ Ackerman voiced his concern about inequalities that he thought Mike Cooper was getting from the city on developing property at the North Campus.

Mike Cooper wanted to let everybody know that there was disaster plan meeting planned and would like people to attend.

The Consent Agenda consisted of May 7, 2013 Council Meeting Minutes, and appropriations 5B. A motion was made by Councilor Otte and seconded by Councilor Struble to approve the consent agenda in its entirety. Roll call vote yeas: Struble, Richard, Brown, Littrell, Miller, Otte, Petterson, and Delka. Nays: None.

Resolution 2013-12 Capacity and Energy Contract with KMEA was presented to Council for approval. Resolution 2013-12 will allow the City of Beloit to sell capacity to Garden City at \$2.00 per Megawatt. A motion was made by Councilor Otte and seconded by Councilor Delka to approve Resolution 2013-12 Capacity and Energy Contract with KMEA. Roll call vote yeas: Richard, Delka, Struble, Petterson, Littrell, Brown, Otte, and Miller. Nays: None.

Staff is recommending that Council approve an agreement with Hanna:Keelan Associates, P.C. in the amount of \$60,000.00. Hanna:Keelan Associates, P.C. will be consultants for the City of Beloit in the preparation of a new Comprehensive Plan, update of the City's Zoning and Subdivision Regulation and preparation of a Community Housing Study. A motion was made by Councilor Littrell and seconded by Councilor Petterson to approve an agreement with Hanna:Keelan Associates, P.C. in the amount of \$60,000.00. Motion carried 6-2. Nays: Otte, and Brown.

Staff is recommending that Council approve a Capacity and Energy Contract with KMEA. A motion was made by Councilor Struble and seconded by Councilor Richard to approve a Capacity and Energy Contract with KMEA. Motion carried 7-1. Nays: Littrell.

Staff is recommending that Council approve the sale of land on North Campus to Mike Cooper in the amount of \$206,380.00. The sale contract specifies the price of the land and the method of payment for the street. A motion was made by Councilor Otte and seconded by Councilor Struble to approve the sale of land on North Campus to Mike Cooper in the amount of \$206,380.00. Roll call vote yeas: Littrell, Richard, Delka, Struble, Petterson, Otte, and Miller. Nays: Brown.

Staff is recommending that Council approve an Option Agreement with Mike Blass in the amount of \$16,380.00. A motion was made by Councilor Miller and seconded by Councilor Richard. Motion carried 8-0. Nays: None.

A motion was made by Councilor Brown and seconded by Councilor Miller to Adjourn the Council Meeting. Motion passed 8-0. The meeting ended at 8:22 p.m.

The work session began at 8:26 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, and Heather Hartman.

Council Member Bob Richard wanted to discuss street projects that could be completed this summer. Councilor Richard wanted to see about using millings for Sturgis Street.

City Administrator Rodden enclosed a copy of the codification draft that was recently completed by the League of Kansas Municipalities.

Work Session ended 8:46 p.m.

TOM NAASZ, Mayor

ATTEST:

AMANDA LOMAX, City Clerk

Accounts Payable Detail Listing

City of Beloit

<u>Vend# 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>							
1060	ACCURATE LABS										
54305	6/6/2013	6/6/2013	724.01	SU18007	5/21/2013	13200		Posted			
	52-41-6000			Lab. Reagents			85.84			0.00	
	51-41-6000			Lab. Reagents			638.17			0.00	
							724.01			0.00	
8	ACE HARDWARE										
54188	6/6/2013	6/6/2013	122.33		5/1/2013	13306		Posted			
	53-41-4360			436372-3/4" flex 90 degree elbow			10.47			0.00	
	53-41-4360			436123-wire brush, paint pail			35.94			0.00	
	53-41-4360			435650-filter furn			30.96			0.00	
	53-41-4360			436592-rsip spray			44.96			0.00	
							122.33			0.00	
54189	6/6/2013	6/6/2013	83.64		5/8/2013	14789		Posted			
	51-43-8100			436025-bushing, adptr barbxmpt, clamp hc			82.35			0.00	
	51-43-8100			436043-bushing			1.29			0.00	
							83.64			0.00	
54190	6/6/2013	6/6/2013	29.99	436579	5/16/2013	14793		Posted			
	51-43-8100			plastic pipe cutter			29.99			0.00	
54287	6/6/2013	6/6/2013	200.15		5/15/2013	14626		Posted			
	10-18-6000			437395 - Rope Ends			9.96			0.00	
	10-18-6000			437356 - Clrx & Insect Spray			17.97			0.00	
	10-18-6000			436633 - Drill Bit, Nuts & Bolts			27.57			0.00	
	10-18-6000			437006 - Spud Urinal			7.99			0.00	
	10-18-6000			436540 - Bolt			5.58			0.00	
	10-18-6000			436471 - Connectors			10.48			0.00	
	10-21-4300			436643 - Bolts & Nuts			5.00			0.00	
	10-21-4300			437054 - Cleaner, knife, srub pads			18.65			0.00	
	10-21-4300			437109 - Filter			42.97			0.00	
	10-21-4300			436507 - Totes			53.98			0.00	
							200.15			0.00	
54293	6/6/2013	6/6/2013	129.87		5/1/2013	10098		Posted			
	52-41-6000			436402 - SS LIGHND			53.94			0.00	
	52-41-6000			436958 - Battery			8.49			0.00	
	52-41-6000			435632 - Battery, cleaner			67.44			0.00	
							129.87			0.00	
54300	6/6/2013	6/6/2013	52.26		5/1/2013	14801		Posted			
	52-43-6000			435655 - Quick link, nuts& bolts			31.00			0.00	
	52-43-6000			436001 - Rain Guage glass			3.29			0.00	
	52-43-6000			436446 - Caulk Silicone			17.97			0.00	
							52.26			0.00	
54306	6/6/2013	6/6/2013	31.98	437052	5/23/2013	13637		Posted			
	53-43-6000			City grille tool set			31.98			0.00	
9	ACKERMAN SUPPLY										
54192	6/6/2013	6/6/2013	499.97	224705	5/15/2013	13303		Posted			
	53-41-7490			12 volt 60 gallon weed sprayer			499.97			0.00	
21	ALCO-DUCKWALL STORES INC										
54191	6/6/2013	6/6/2013	34.93	22108980	5/21/2013	13702		Posted			
	10-11-6000			hand sanitizer, air freshner, water			34.93			0.00	
54193	6/6/2013	6/6/2013	59.42	22108958	5/10/2013	13304		Posted			
	53-41-6000			bottle water, towels, coffee, sugar, creame			59.42			0.00	
54289	6/6/2013	6/6/2013	126.22		5/21/2013	14614		Posted			
	10-21-6190			22109005 - Katsup, Mustard			13.78			0.00	
	10-21-6000			22108983 - Printer			89.97			0.00	
	10-21-6000			22108986 - Tape, cable, ext cord			22.47			0.00	
							126.22			0.00	
813	AMERIPRIDE SERVICES INC.										
54328	6/6/2013	6/6/2013	120.66		5/3/2013	14708		Posted			
	10-15-6000			Rags and Rugs			120.66			0.00	
1124	APAC-KANSAS INC										
54194	6/6/2013	6/6/2013	1,285.85		5/14/2013	14703		Posted			
	25-00-6160			8001296581-1/2" chips			650.67			0.00	
	25-00-6160			8001297979-1/2" chips			635.18			0.00	
							1,285.85			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
1414	AT&T LONG DISTANCE (continued)									
54326	6/6/2013	6/6/2013	16.54	836515105	5/13/2013	13830				Posted
	10-11-5310			At&T Long Distance				16.54		0.00
71	BELOIT GREENHOUSE									
54290	6/6/2013	6/6/2013	27.00	15843	5/15/2013	14619				Posted
	10-21-6000			Landscape Flower				13.50		0.00
	10-18-6000			Landscape Flower				13.50		0.00
								27.00		0.00
80	BELOIT TYPEWRITER EXCHANGE									
54195	6/6/2013	6/6/2013	136.91	535539	5/16/2013	13697				Posted
	10-11-6000			label maker, label tape, pens				136.91		0.00
54280	6/6/2013	6/6/2013	143.20		5/23/2013	14622				Posted
	10-21-6000			535589 - Laminating Sheets				34.16		0.00
	10-21-6000			676402 - Laminating Pouches				109.04		0.00
								143.20		0.00
669	BLADE-EMPIRE PUBLISHING									
54327	6/6/2013	6/6/2013	59.00		5/30/2013	13833				Posted
	10-11-6000			Beloit Call Subscription				59.00		0.00
91	BOETTCHER SUPPLY INC									
54196	6/6/2013	6/6/2013	81.88		3/29/2013	14939				Posted
	53-43-6000			787325-1-4" 90 elbow, 2-1/2" 90 elbow				15.10		0.00
	53-43-6000			785481-1-4x 2: coupling, plug, clean out				22.06		0.00
	53-43-6000			796994-1-4" belled end 90 degree elbow				44.72		0.00
								81.88		0.00
54197	6/6/2013	6/6/2013	3.38	797758-1	5/20/2013	13699				Posted
	10-11-4300			floor drain strainer				3.38		0.00
54198	6/6/2013	6/6/2013	95.74		4/25/2013	13308				Posted
	53-41-4360			792037-1 6 watt clear lamp, cartridge fuse				64.74		0.00
	53-41-4360			793356-1 sleep union				22.14		0.00
	53-41-4360			793345-1 slip coupling, male adapter, pvc				8.86		0.00
								95.74		0.00
54288	6/6/2013	6/6/2013	160.10		5/8/2013	14616				Posted
	10-21-6190			798479-1 - Popcorn				115.68		0.00
	10-18-4330			794880-1				44.42		0.00
								160.10		0.00
54298	6/6/2013	6/6/2013	78.53	797847-1	5/20/2013	14799				Posted
	52-43-6000			Flashlight & charger				78.53		0.00
54311	6/6/2013	6/6/2013	129.34		5/15/2013	14795				Posted
	51-43-8100			796954-1 -- wire, adapter, plug				69.40		0.00
	51-43-8100			797079-1 -- slip caps				7.29		0.00
	51-43-8100			796788-1 -- insert stiffener				52.65		0.00
								129.34		0.00
1041	BOGGS INC									
54199	6/6/2013	6/6/2013	160.75	17020	5/15/2013	14944				Posted
	53-43-6000			3/0 copper split bolts				160.75		0.00
1258	BUMPER TO BUMPER AUTO PARTS									
54200	6/6/2013	6/6/2013	19.56		5/16/2013	14940				Posted
	53-43-4310			609020-wix filter				9.78		0.00
	53-43-4310			609115-wix filter				9.78		0.00
								19.56		0.00
54278	6/6/2013	6/6/2013	86.89	609224	5/20/2013	14615				Posted
	10-18-4310			Battery for Pick-up				86.89		0.00
54297	6/6/2013	6/6/2013	22.70	608961	5/15/2013	14798				Posted
	52-43-4310			A/C Freon				22.70		0.00
54310	6/6/2013	6/6/2013	41.75	608349	5/8/2013	14790				Posted
	51-43-6000			Racheting Combo				41.75		0.00
126	CATLIN'S FRIENDLY APPLEMARKET									
54201	6/6/2013	6/6/2013	33.02	2100015529	5/16/2013	14947				Posted
	53-43-3000			6 - 24 pk water				33.02		0.00
1200	CHEMQUEST, INC.									
54294	6/6/2013	6/6/2013	2,664.00	3145	5/24/2013	10095				Posted
	52-41-6170			Liquid Polymer				2,664.00		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>Account#</u>	<u>Work Order</u>			<u>Description</u>			<u>Debit</u>	<u>Credit</u>
158	COMPUTER SOLUTIONS INC (continued)									
54202		6/6/2013	6/6/2013	184.96		4/16/2013	13302			Posted
		53-41-6110				157683-logitech speakers			15.11	0.00
		53-41-6110				157537-mouse pad			9.90	0.00
		53-41-6110				159807-HP printer			159.95	0.00
									184.96	0.00
431	CONTINENTAL ANALYTICAL SERVICE									
54295		6/6/2013	6/6/2013	1,285.00		5/1/2013	10097			Posted
		52-41-3000				147297 - plant, sludge and soil sample			890.00	0.00
		52-41-3000				147390 - plant samples			395.00	0.00
									1,285.00	0.00
1913	CROP PRODUCTION SERVICES									
54203		6/6/2013	6/6/2013	45.29	231753	5/16/2013	13317			Posted
		53-41-7450				3 jugs of HI-light blue, weed sprayer			45.29	0.00
54277		6/6/2013	6/6/2013	180.36	231659	5/14/2013	14627			Posted
		10-18-6170				Makaze & Imazuron			220.96	0.00
		10-18-6170				Credit from invoice # 229758			0.00	40.60
									220.96	40.60
1358	CUNNINGHAM TELEPHONE & CABLE CO									
54312		6/6/2013	6/6/2013	57.99	3362	5/28/2013	13825			Posted
		10-15-5310				Transportation			57.99	0.00
54313		6/6/2013	6/6/2013	338.20	11854	5/28/2013	13824			Posted
		10-11-5310				Administration			338.20	0.00
54314		6/6/2013	6/6/2013	84.54	11856	5/28/2013	13823			Posted
		10-13-5310				Police			84.54	0.00
54315		6/6/2013	6/6/2013	74.80	12334	5/28/2013	13822			Posted
		10-14-5310				Fire Department			74.80	0.00
54316		6/6/2013	6/6/2013	296.41	12754	5/28/2013	13821			Posted
		53-41-5310				Plants			177.85	0.00
		51-41-5310				Plants			118.56	0.00
									296.41	0.00
54317		6/6/2013	6/6/2013	111.12	13609	5/28/2013	13819			Posted
		53-43-5310				Systems			37.04	0.00
		52-43-5310				Systems			37.04	0.00
		51-43-5310				Systems			37.04	0.00
									111.12	0.00
54318		6/6/2013	6/6/2013	209.71	13094	5/28/2013	13820			Posted
		10-18-5310				Parks & Recreation			209.71	0.00
54319		6/6/2013	6/6/2013	142.04	13610	5/28/2013	13818			Posted
		10-22-5310				Airport			142.04	0.00
54320		6/6/2013	6/6/2013	54.80	13611	5/28/2013	13817			Posted
		10-21-5310				Pool			54.80	0.00
193	DOLLAR GENERAL STORE-MSC-410526									
54281		6/6/2013	6/6/2013	24.50		5/22/2013	14613			Posted
		10-21-6000				1000204907 - Soap & Vinegar			5.25	0.00
		10-21-6000				1000203968 - Plates & Towels			19.25	0.00
									24.50	0.00
2053	EMG, INC									
54204		6/6/2013	6/6/2013	1,203.40	3248	5/3/2013	13301			Posted
		53-41-3000				energy consulting for Scott Shreve			1,203.40	0.00
222	FARMWAY COOP INC.									
54205		6/6/2013	6/6/2013	13.28	035-026709	3/27/2013	14688			Posted
		10-15-6170				tordon			13.28	0.00
1609	GIBSON INDUSTRIAL CONTROLS									
54206		6/6/2013	6/6/2013	72.17	15618	4/30/2013	13314			Posted
		53-41-4360				2 shaft seals type 1			72.17	0.00
2499	GLEN ELDER IRRIGATION DISTRICT #6									
54207		6/6/2013	6/6/2013	220.05		5/17/2013	13198			Posted
		52-41-3000				2013 assessment			220.05	0.00

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name

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	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
265	GREAT PLAINS LANDSCAPE (continued)							
54276	6/6/2013	6/6/2013	1,241.60	7689	5/15/2013	14620		Posted
	10-18-7310			Tree City USA trees			1,241.60	0.00
1406	KANSAS DEPARTMENT OF LABOR							
54308	6/6/2013	6/6/2013	30.00	435370	4/29/2013	14625		Posted
	10-19-4300			Boiler Inspection			30.00	0.00
1887	KMEA GRDA OPERATING FUND							
54208	6/6/2013	6/6/2013	179,046.85	grda-be-13-06	5/6/2013	13299		Posted
	53-41-6220			GRDA power supply project billing for june			179,046.85	0.00
556	KMEA WAPA OPERATING FUND							
54209	6/6/2013	6/6/2013	20,661.97	wapa-bl-13-05	5/13/2013	13300		Posted
	53-41-6220			WAPA Hydro power supply project for may			20,661.97	0.00
394	KRIERS' AUTO PARTS							
54210	6/6/2013	6/6/2013	116.66	4925-134050	5/7/2013	13305		Posted
	53-41-7450			wiper blades/.035 30 lb spool welding wire			116.66	0.00
395	KRIZ-DAVIS CO							
54211	6/6/2013	6/6/2013	18,068.77		5/13/2013	14942		Posted
	53-43-8300			S100572970.005 25 KVA transformer			9,396.11	0.00
	53-43-8300			S100572970.007 225 KVA Padmount			8,672.66	0.00
							18,068.77	0.00
188	LAWSON PRODUCTS INC							
54212	6/6/2013	6/6/2013	150.17	9301640736	5/8/2013	14946		Posted
	53-43-3000			hex nuts, flat washers, spli lock washers, fl			51.06	0.00
	52-43-3000			hex nuts, flat washers, spli lock washers, fl			49.56	0.00
	51-43-3000			hex nuts, flat washers, spli lock washers, fl			49.55	0.00
							150.17	0.00
54213	6/6/2013	6/6/2013	664.00		4/9/2013	13309		Posted
	53-41-4360			9301568176-silicone sealant			202.05	0.00
	53-41-4360			9301637387-6:x9: pads, hand cleaner			461.95	0.00
							664.00	0.00
405	LEAGUE OF KS MUNICIPALITIES							
54214	6/6/2013	6/6/2013	875.00	13-1542	5/13/2013	13698		Posted
	10-11-3000			1st draft-ordinance codification			875.00	0.00
2571	JESSE MCCLELLAN							
54215	6/6/2013	6/6/2013	90.00		5/20/2013	13307		Posted
	53-41-2911			reimbursement for work boots			90.00	0.00
424	MCHENRY ELECTRIC & SUPPLY							
54292	6/6/2013	6/6/2013	213.93	008697	5/23/2013	10099		Posted
	52-41-7450			Grass & Weed Trimmer			213.93	0.00
470	MITCHELL COUNTY SOLID WASTE							
54307	6/6/2013	6/6/2013	8.00	02979	5/17/2013	10101		Posted
	52-41-3000			Disposal of Screenings			8.00	0.00
476	JOHN ADAM MOSHER							
54309	6/6/2013	6/6/2013	5.50		5/24/2013	14802		Posted
	52-43-5800			Reimbursment - Turnpike			5.50	0.00
342	MUNICIPAL SUPPLY INC. OF NEBRASKA							
54216	6/6/2013	6/6/2013	2,321.84	0527930-IN	5/9/2013	14787		Posted
	51-43-8100			6: MJ GATE VALUE OL, 6: MJ 45 BEND L			2,321.84	0.00
54217	6/6/2013	6/6/2013	2,552.03		4/24/2013	14788		Posted
	51-43-8100			0527939-IN 4' BURY MUELLER SUPER C			4,463.48	0.00
	51-43-8100			0528712-CM			0.00	1,911.45
							4,463.48	1,911.45
827	NETWORKS PLUS							
54218	6/6/2013	6/6/2013	265.00	134157	5/16/2013	13700		Posted
	10-11-3360			service contract			265.00	0.00
1135	PAVING MAINTENANCE SUPPLY							
54220	6/6/2013	6/6/2013	68.50	10124771	5/15/2013	14705		Posted
	25-00-6090			tack cote			68.50	0.00

Accounts Payable Detail Listing

City of Beloit

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>				<u>Description</u>			<u>Debit</u>	<u>Credit</u>
527	PIERCE ELECTRONICS (continued)									
54219	6/6/2013	6/6/2013	462.61	26908	3/18/2013	13318				Posted
	53-41-4360			6-gentex 7100 photoelectric smoke alarms					462.61	0.00
54223	6/6/2013	6/6/2013	133.00	27044	5/7/2013	13310				Posted
	53-41-3000			labor to work on floats at power plants					133.00	0.00
1263	PRAIRE FIRE COFFEE ROASTERS									
54221	6/6/2013	6/6/2013	40.90	6312087009	5/21/2013	14704				Posted
	10-15-6000			coffee					40.90	0.00
54222	6/6/2013	6/6/2013	45.90	6312087005	5/21/2013	13701				Posted
	10-11-6000			36 pk coffee					45.90	0.00
2036	GLENN RODDEN									
54224	6/6/2013	6/6/2013	344.70		5/20/2013	14912				Posted
	10-11-5800			airline tickets to boston MA in Sept. 2013					344.70	0.00
1948	ROTARY INTERNATIONAL BELOIT									
54302	6/6/2013	6/6/2013	54.00	1301	5/21/2013	13203				Posted
	51-41-5410			Rotary Dues					54.00	0.00
726	S D MYERS INC									
54228	6/6/2013	6/6/2013	440.00	04238	4/24/2013	13312				Posted
	53-41-3000			OIL TESTING FOR THE TRANSFORMER.					440.00	0.00
575	SAGE PRODUCTS									
54225	6/6/2013	6/6/2013	132.00	0047798-IN	5/8/2013	13315				Posted
	53-41-6000			2 CASES OF CENTER PULL TOWELS 2F					132.00	0.00
582	SALINA SUPPLY COMPANY									
54226	6/6/2013	6/6/2013	602.24	1138842	4/16/2013	13311				Posted
	53-41-7450			2" SCH-80 PLASTIC FITTINGS					602.24	0.00
94	SCHENDEL PEST CONTROL									
54227	6/6/2013	6/6/2013	425.00	2783	5/6/2013	14945				Posted
	53-43-3000			AGREEMENT RENEWAL NOTICE FOR 5-					425.00	0.00
488	SCHWAB EATON BELOIT									
54296	6/6/2013	6/6/2013	4,541.50	13.B010	5/21/2013	14707				Posted
	30-00-3000			Mill Street Design & Survey					4,541.50	0.00
603	SEWELL'S MACHINE SHOP									
54229	6/6/2013	6/6/2013	17.87	013605	5/9/2013	13316				Posted
	53-41-4360			2X2X8 ANGLE IRON FOR THE SHELVES					17.87	0.00
54304	6/6/2013	6/6/2013	15.53	013590	4/26/2013	14796				Posted
	52-43-6000			Tubing					15.53	0.00
607	SHAMBURG OIL COMPANY									
54230	6/6/2013	6/6/2013	130.00		5/14/2013	14792				Posted
	51-43-6270			DIESEL - Reciept # 374367					100.00	0.00
	51-43-6270			DIESEL - Reciept # 375024					30.00	0.00
									130.00	0.00
54299	6/6/2013	6/6/2013	200.00	374683	5/16/2013	14800				Posted
	52-43-6270			Diesel					200.00	0.00
626	SOLOMON VALLEY HOME CENTER									
54232	6/6/2013	6/6/2013	10.08	10305043	5/14/2013	14794				Posted
	51-43-6000			zinc corner iron, universal fitting windsor re					10.08	0.00
54275	6/6/2013	6/6/2013	91.37		5/20/2013	14617				Posted
	10-18-4300			10305885-Couplings, Hose Barb					55.58	0.00
	10-18-4300			10305413- Bench repair					35.79	0.00
									91.37	0.00
627	SOLOMON VALLEY TRANSMISSION									
54231	6/6/2013	5/6/2013	1,605.72	11760	5/21/2013	14941				Posted
	53-43-4310			1998 Bucket truck transmission repair					1,605.72	0.00
643	STANION WHSE ELECTRIC COMPANY									
54233	6/6/2013	5/6/2013	1,225.97		5/16/2013	14943				Posted
	53-43-8300			3400564-01 D.A. Bolt, W/Ingnitor					941.83	0.00
	53-43-8300			3400564-02 IN DA. Bolts					45.48	0.00
	53-43-8300			3409934-00 Meter sockets					238.66	0.00
									1,225.97	0.00

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name

<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
1423 SUNNYVIEW CUSTOM DESIGNS (continued)								
54279	6/6/2013	6/6/2013	360.00	702797	5/16/2013	14621		Posted
	10-21-2911			Pool Concession & Manager Shirts			360.00	0.00
201 THYSSENKRUPP ELEVATOR								
54325	6/6/2013	6/6/2013	294.00	3000582651	5/21/2013	13829		Posted
	10-11-3000			Elevator Maintenance			294.00	0.00
1643 UNITED INDUSTRIES INC								
54286	6/6/2013	6/6/2013	748.73	0061770-IN	5/23/2013	14618		Posted
	10-21-6170			Pool Water Testing Supplies			748.73	0.00
1627 UNITED RENTALS INC								
54301	6/6/2013	6/6/2013	1,346.00	111174820-001	5/24/2013	14803		Posted
	30-00-8200			Panel, Stacking Pin, Lifting Device,			1,346.00	0.00
704 UNIVAR USA INC								
54234	6/6/2013	5/6/2013	18,152.20	wi604547	5/8/2013	13187		Posted
	51-41-6170			49060 lbs aluminum sulfate			18,152.20	0.00
2067 VERIZON WIRELESS SERVICES, LLC								
54322	6/6/2013	6/6/2013	113.80	9704987682	5/16/2013	13828		Posted
	53-43-5310			Systems Phone			38.70	0.00
	51-43-5310			Systems Phone			37.55	0.00
	52-43-5310			Systems Phone			37.55	0.00
							113.80	0.00
54323	6/6/2013	6/6/2013	43.73	9704994861	5/16/2013	13827		Posted
	53-41-5310			Power Plant - Stand by			43.73	0.00
54324	6/6/2013	6/6/2013	160.05	9704960318	5/16/2013	13826		Posted
	10-11-5310			Glenn's Phone			108.25	0.00
	10-20-5310			Cemetery Phone			51.80	0.00
							160.05	0.00
715 WATER ENVIROMENT FEDERATION								
54235	6/6/2013	5/6/2013	57.00	17465698	5/20/2013	13202		Posted
	51-41-3000			WEF Membership dues(Kendall Francis)			57.00	0.00
722 WATTS AND SON								
54274	6/6/2013	6/6/2013	15.81	544	5/17/2013	14624		Posted
	10-18-6000			Male Adapter drain thread			15.81	0.00
808 WERNER OIL COMPANY								
54291	6/6/2013	6/6/2013	159.60	7833	5/6/2013	10100		Posted
	52-41-6180			Chevron SRI Grease			159.60	0.00
753 WORLD PEST CONTROL								
54236	6/6/2013	5/6/2013	60.00	94427	5/21/2013	14706		Posted
	10-15-4300			metal caps			60.00	0.00
758 ZEP INC.								
54237	6/6/2013	5/6/2013	204.10	90000249911	4/24/2013	13313		Posted
	53-41-6000			2 five gallon bucktes of sheild floor shield			204.10	0.00

270,673.42 99 Non-voided payables listed.

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

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:		
June 4, 2013	FARM GROUND LEASE BID		
ORIGINATING DEPARTMENT:	TYPE OF ACTION:	<input type="checkbox"/> ORDINANCE	<input type="checkbox"/> RESOLUTION
Parks and Recreation Department		<input checked="" type="checkbox"/> _X_ FORMAL ACTION	<input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the Council approve the bid from Philip and Lucas Murrow.

FISCAL NOTE:

BIDS RECEIVED:

<u>COMPANY</u>	<u>Bid</u>	<u>PRICE</u>
Lucas & Philip Murrow		\$201.53/acre
Jeffery VanPelt		\$152/acre
Spencer Pearson		\$151/acre
Dean Grauerholz		\$111/acre
Joe Thiessen		\$92/acre
Doug Eilert Inc.		\$92/acre
Thomas Deneke		\$74.75/acre

DISCUSSION:

Bidding for the farm ground near the wastewater treatment plant was very competitive this year. This ground is currently leased at \$65.00 per acre.

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
beloitwp@nckcn.com

TO: Glenn Rodden, City Administrator

FROM: Kendal Francis, Director of Water / Wastewater Operations

RE: Farm Ground Lease

DATE: May 30, 2013

We recently requested bids for the lease of 134.2 acres of farmland. We received the following bids.

1. Lucas & Philip Murrow - \$201.53/acre
2. Jeffery VanPelt - \$152/acre
3. Spencer Pearson - \$151/acre
4. Dean Grauerholz - \$111/acre
5. Joe Thiessen - \$92/acre
6. Doug Eilert Inc. - \$92/acre
7. Thomas Deneke - \$74.75/acre

Staff and I met with Philip and Lucas Murrow and discussed the lease agreement. They understand what their responsibilities are in regards to our sludge operation and are agreeable to the requirements. Therefore, I request that we accept the bid from Lucas & Philip Murrow in the amount of \$201.53/acre.

Thank you for your consideration of this matter.

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:		
June 4, 2013	LIBRARY LEASE		
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 lease for the old library building with the Solomon Valley Hospice.

FISCAL NOTE:

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

DISCUSSION:

The Hospital Board met earlier this week and agreed to all terms in the lease written by the city attorney without any changes. This agreement is for 10 years that is very much like the leases agreements that the city has entered into with other organizations on the north campus. This is a great re-use of a building that has served the community well for decades.

Respectfully submitted,

Glenn Rodden
City Administrator

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into as of the ____ day of June, 2013, by The City of Beloit, hereinafter referred to as "Lessor" and Mitchell County Hospital Health Systems d/b/a Solomon Valley Hospice, hereinafter referred to as "Lessee".

WITNESSETH, that Lessor, in consideration of the covenants and agreements of Lessee hereinafter set forth, does let and lease to Lessee, the following described property (hereinafter "Property"), to-wit:

A tract 50x113 feet, being the West 50 feet of the Northeast Quarter (NE ¼) of Block 1, Burke's Addition to the City of Beloit, Kansas; also the West 50 feet of the North ten feet of the Southeast Quarter (SE ¼) of Block 1 in Burke's Addition to the City of Beloit, Kansas

AND

The East fifty (50) feet of the Northwest Quarter (NW ¼) of Block One (1), in Burke's Addition to the City of Beloit, Kansas and also a strip of land ten (10) feet in width off the East side of the Southwest Quarter (SW ¼) of said Block One (1) in Burke's Addition to Beloit, Kansas excepting therefrom the South seventy (70) feet of said ten (10) foot strip.

Street Address: 311 W. Main Beloit, Kansas

WHEREAS, the parties agree as follows:

1. TERM

Lessee shall have and hold the Property for a term to begin on the 1st day of July, 2013 and lease term to end on the 30th day of June, 2023. This Lease shall be automatically renewed for an additional ten (10) years unless either party desires to terminate the Lease by giving written notice to the other party at least six (6) months prior to any extended term thereof.

2. RENT

There shall be no rent for the Property.

3. USE OF PREMISES AND RENOVATIONS

Lessee, at its expense, shall have the full and unrestricted use, including the ability to add

to or improve the facilities of the Property, install new plumbing, electrical and/or heating and air system, and pay for the replacement of the same, and to remodel, decorate or paint the interior of the building on the Property for the term of this Lease or any renewal thereof for the following purposes:

- a. Office space for Solomon Valley Hospice
- b. Use the adjacent parking lot and driveway for staff and visitors

If Lessee, at its own expense, adds to, expands or improves the facilities of the Property, any structural, mechanical, electrical or plumbing improvements shall become part of the Property and shall remain with the Property following the expiration of the term of the Lease. Such improvements shall not give Lessee an ownership interest in the Property and shall not entitle the Lessee to any rights of ownership.

4. EXTERIOR AND WINDOWS

Lessor shall maintain the roof, exterior walls, downspouts and structural parts of the building herein described. Should any windows need repaired or replaced during the term of this Lease, the parties agree split one-half (1/2) of the cost of such repairs or replacement.

5. UTILITIES AND PROPERTY TAXES

Lessee shall be responsible for payment of all utilities including, but not limited to: electricity, gas, telephone, water, waste water, and trash removal. Lessee agrees to reimburse Lessor annually for any real estate taxes assessed to the Lessor for the property.

6. BUILDING MAINTENANCE

Lessee shall maintain the interior of the building in good condition during the term of the Lease, including basic custodial services and supplies, and shall have the right to remodel, at its expense, the interior during the term of this Lease. Lessee shall be responsible for all grounds maintenance and snow removal. Lessee shall be responsible for pest control expense.

7. SUBLETTING AND CHANGING PROVISIONS OF LEASE

Lessee shall not have the right to sublet any or all of the Property without the consent of the Lessor. The parties agree the provisions of this Lease may be changed from time to time by written mutual agreement.

8. HOLD HARMLESS

Lessee covenants and agrees to hold the Lessor harmless through insurance or otherwise for any injury, loss or damage to any person or property on said Property due directly or indirectly to its use or occupancy of the aforesaid Property or any part thereof.

9. MISCELLANEOUS PROVISIONS

- a. It is expressly agreed that if the Property shall be damaged by fire or other unavoidable casualty so that it is rendered unfit for use and occupancy, then at the election of the Lessor or the Lessee the leasehold rights hereby created shall thereby be terminated.
- b. The Lessee further agrees with the Lessor at the expiration of this Lease to give peaceable possession of the Property to the Lessor in as good condition as they are now except for the usual wear, unavoidable accidents and loss by fire or other casualty.
- c. It is further agreed if default shall be made by the Lessee of any of the covenants herein contained, it shall be lawful for the Lessor to re-enter into and repossess the Property without notice or demand, and the Lessee and each and every other occupant to remove and put out; that the Lessee will yield and deliver up the Property in like condition as in taken, reasonable use and wear thereof and damage by the elements expected.
- d. All plumbing, heating, electrical equipment shall remain therein at the termination

of this Lease, this applying to the building proper and not referring to any special connections or fittings installed in connection with or as part of the equipment owned by the Lessee. Lessee agrees to repair any damage done to the Property caused by the removal of any such special connections or fittings.

- e. The Lessee covenants with Lessor that it will consent that the building shall not be overloaded or damaged or that any trade or occupation shall be carried on upon Property or any use made thereof which shall be unlawful or contrary to any state or federal law or any city ordinance or regulation; and that no act or things shall be permitted upon the Property which shall make void or voidable any insurance on the Property of the building against fire or other casualty.
- f. The Lessee further agrees to cooperate with the Lessor in maintaining favorable fire insurance rating conditions during the full term of this Lease.
- g. It is understood and agreed that all property in the building on the Property shall be at the risk of the Lessee only, and that the Lessor shall not be liable for any damage to Lessee's property however occurring.

10. REMOVAL OF PERSONAL PROPERTY

All personal property placed, installed or constructed upon the Property by Lessee during occupancy, which may be removed at any time by Lessee at the end of the term without substantial damage to the Property, shall be and remains the sole property of Lessee and may be removed. If substantial damage would occur, Lessee may elect to remove the property and restore the Property.

11. AGREEMENT WITH KANSAS LAW

This Lease Agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas.

12. BINDING EFFECT

The terms and conditions of this Lease shall be binding upon the parties, their heirs, agents, administrators, executors or legal successors.

13. LIABILITY FOR DAMAGES

Notwithstanding any language to the contrary, neither party shall be responsible for any damages caused by the public or its employees of their respective area, except as provided in the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, as amended.

IN WITNESS WHEREOF, this Lease Agreement is executed the day and year first above written, and by signing the Lease Agreement, the parties certify that the agreement is being entered into within the authority of law, with their approval and they are authorized to do so.

LESSOR:

THE CITY OF BELOIT, KANSAS

By _____
Tom Naasz, Mayor

ATTEST:

Amanda Lomax, City Clerk

LESSEE:

MITCHELL COUNTY HOSPITAL
HEALTH SYSTEMS d/b/a SOLOMON
VALLEY HOSPICE

By _____
David Dick, CEO

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
June 4, 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 will be meeting Monday afternoon to discuss this proposal and the committee will have a recommendation for the council on Tuesday night.

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 (½) 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 4, 2013	North Campus Sewer Engineering Agreement
ORIGINATING DEPARTMENT:	TYPE OF ACTION:
Administration	<input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the city council approve the attached design engineering agreement with Schwab Eaton Engineering for the sewer project at North Campus.

FISCAL NOTE:

- The cost for this service will be \$59,300.00. Funding for this project will come from the city's 2013 capital improvement projects fund. The CIP fund has a current balance of \$418,321.00.

DISCUSSION:

Respectfully submitted,

Glenn Rodden
City Administrator

AGREEMENT

Between

SCHWAB-EATON, P.A., CONSULTING ENGINEERS

and

CITY OF BELOIT, KANSAS

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

WITNESSETH:

WHEREAS, the City is authorized and empowered to contract with the Engineers for the purpose of preparing detailed plans and specifications and other professional engineering services for the development of sanitary sewer system improvements in the North Campus Development consisting of approximately 4400 LF of 8" PVC sewer line, 15 manholes, one wet well mounted lift station, 36 sanitary sewer connections, 2000 LF of PVC force main and various appurtenances.

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

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

SECTION I - SERVICES AND RESPONSIBILITIES OF THE ENGINEER

PART A – DETAILED PLANS AND SPECIFICATIONS

1. Confer with City officials on specific project requirements, finance issues, schedules and other pertinent matters.
2. Meet with the City regarding layout and location of sanitary sewer system improvements.
3. Conduct surveys and/or field investigations of the project site as required to design the project and develop plan drawings.
4. Confer with the City on various design considerations, including layout of sanitary sewer improvements, project materials, lift station options, etc.
5. Complete preliminary plans and cost estimates and review with City and KDHE officials.
6. Prepare final plans, cost estimates and project specifications, including bidding documents.
7. Review final plans and specifications with City officials.
8. Submit final plans and specifications to KDHE and other interested agencies for review and approval.

PART B – BIDDING

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

PART C – CONSTRUCTION STAKING, CONTRACT ADMINISTRATION AND CONSTRUCTION INSPECTION

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

1. Prepare and distribute conforming copies of the construction contract documents. Included shall be a review of the Contractor's bonds and insurance certificates and furnishing the Contractor unsigned construction contract documents.
2. Submit five (5) sets of construction contract documents to the City's legal counsel for review and to the City for signature and distribution.
3. Make the necessary arrangements and conduct a preconstruction conference.
4. Review and comment on the Contractor's initial and updated construction schedules and advise City as to acceptability.
5. Review drawings and other data submitted by Contractor as required by the construction contract documents. Engineer's review shall be for general conformity to the construction contract drawings and specifications for the project and shall not relieve the Contractor of any

contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs incident thereto.

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

PART D – SUPPLEMENTAL SERVICES

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

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

8. Easement acquisition for infrastructure to be placed on private property.

SECTION II - RESPONSIBILITY OF THE CITY

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

1. Place at the disposal of the Engineer all records, reports, maps, plans and other data pertinent to the services required under this Agreement.
2. Furnish authorization to commence work on various parts of the work outlined in Section I above for the services required under this Agreement.
3. Reimburse the Engineer as follows:
 - a. For the services set forth in Section I, Parts A & B above, the Engineer shall be paid a lump sum total amount of \$36,300.00. Such fee shall be paid upon the completion of the bidding process or award of the construction contract.
 - b. For the services set forth in Section I, Parts C and D above (excluding Section I.C.7 for construction staking), the Engineer shall be paid the actual payroll costs charged to the work multiplied by a factor of 2.85 which shall represent just and full compensation for the work. Such fee shall be paid in monthly payments and for Part C, the total cost will not exceed \$23,600.00 without prior authorization from the City.
 - c. For construction staking services (Section I.C.7), the Engineer shall be paid a lump sum total amount of \$8,100.00. Such fee shall be paid incrementally on a monthly basis for the proportional amount of the work completed at the time of the monthly billing.
4. To the extent permitted by current State Statutes, including but not limited to municipal budget and cash basis, the City further agrees that this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the present governing body and their successor.

SECTION III - MUTUAL AGREEMENTS

It is mutually agreed by the parties hereto:

1. That the services to be performed by the Engineer are personal and cannot be assigned, sublet or transferred without the written consent of the City.
2. That the right is reserved by the City to terminate this Agreement at any time, upon written notice, in the event the improvement is to be abandoned or indefinitely postponed or because of the Engineer's disability or death, or because the services of the Engineer are unsatisfactory, or failure by the Engineer to prosecute the work with due diligence or to complete the work within the time limits specified in this Agreement; provided however, that in any case, the Engineer shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement.

3. That an adjustment of the Engineer's fee as stipulated in this Agreement may be made if, for any reason, the scope of the work as set forth herein is materially changed. The amount of fee adjustment shall be based on an equitable formula which shall be mutually agreed upon by and between the parties at the time the scope of work is materially changed.

SECTION IV - ARTICLE OF COMPLIANCE

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

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

American with Disabilities Act (ADA) (P.L. 101-336; 42 U.S.C. 12101).

ADA provided disabled people access to employment, public accommodations, public services, transportation and telecommunications. The ADA extended Section 504's mandate of non-discrimination based on disability to most of the private sector and to state and local government agencies not covered by Section 504. Recipients of federal assistance should note that the ADA complements, but does not replace, Section 504.

4. Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.).
The Engineer shall comply with the Age Discrimination Act of 1975, as amended, which provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal assistance.
5. Fair Housing Amendments Act of 1988.
The Engineer must comply with the provisions of "Fair Housing Amendments Act of 1988." The act provides that no person in the United States shall, on the grounds of race,

color, religion, sex, national origin, disability or familial status be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

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

The Engineer shall comply with the provision of "Public Law 90-284," which refer to Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.). The Law states that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provisions of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex or national origin. The Engineer must administer program and activities relating to housing and urban development in a manner that affirmatively promotes fair housing.

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

Affirmative Action for Handicapped Workers.

- (a) The Engineer will not discriminate against any employee or regard to any position for which the employee or applicant for employment is qualified. The Engineer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental handicap employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The Engineer agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (c) In the event of the engineers' noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (d) The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Engineers' obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- (e) The Engineer will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Engineer is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (f) The Engineer will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vender. The Engineer will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provision, including action for noncompliance.

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

Nondiscrimination Section 109.

- (a) No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination ACT of 1975 or with respect to any otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.
- (b) Whenever the Secretary determines that a State or unit of general local government which is a recipient of assistance under this title has failed to comply with subsection (a) or an applicable regulation, he shall notify the Governor of such state or the chief executive officer of such unit of local government of the noncompliance and shall request the Governor or the chief executive officer to secure compliance. If within a reasonable period of time, not to exceed sixty days, the Governor or the chief

- executive fails or refuses to secure compliance, the Secretary is authorized to (1) refer the matter to the Attorney General with a recommendation that an appropriate civil action be instituted; (2) exercise the powers and functions provided by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d); (3) exercise the powers and functions provided for in Section 11 (a) of this act; or (4) take such other action as may be provided by law.
- (c) When a matter is referred to the Attorney General pursuant to subsection (b), or whenever he has reason to believe that a State government or unit of general local government is engaged in a pattern or practice in violation of the provisions of this section, the Attorney General may bring a civil action in any appropriate United States District Court for such relief as may be appropriate, including injunctive relief.
 - (d) The provisions of this section and section 104(b)(2) which relate to discrimination on the basis of race shall not apply to the provision of assistance by Engineers under this title to the Hawaiian Home Lands.

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

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

IN WITNESS WHEREOF: said parties have caused this Agreement to be signed by their duly authorized officers this _____ day of _____, 2013.

CITY OF BELOIT, KANSAS

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

BY _____
Mayor

BY 
Stuart Porter, Project Manager

ATTEST:

WITNESS:

BY _____
City Clerk

BY _____
Randy Stroede, Licensed Surveyor

PRELIMINARY COST ESTIMATE**NORTH CAMPUS SANITARY SEWER - PHASE I (REVISED 5/31/13)****BELOIT, KANSAS****May 31, 2013****PHASE 1 : 37 LOTS**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
SANITARY SEWER - PHASE I					
1	MOBILIZATION AND DEMOBILIZATION	1	LS	10000.00	\$10,000.00
2	CONNECT TO EXIST. MANHOLE	1	EA	1000.00	\$1,000.00
3	8" SDR 35 PVC SANITARY SEWER 0'-10'	2682	LF	30.00	\$80,460.00
4	8" SDR 35 PVC SANITARY SEWER 10'-15'	1270	LF	40.00	\$50,800.00
5	8" SDR 35 PVC SANITARY SEWER 15'-20'	480	LF	60.00	\$28,800.00
6	4' DIA. STANDARD MH (0-10')	15	EA	3000.00	\$45,000.00
7	EXTRA DEPTH MANHOLE	32	VF	150.00	\$4,800.00
8	4" SDR 35 PVC SEWER SERVICE PIPE	930	LF	20.00	\$18,600.00
9	4" SEWER SERVICE CONNECTION	36	EA	100.00	\$3,600.00
10	4" DR 18 PVC FORCE MAIN	1980	LF	13.00	\$25,740.00
11	LIFT STATION	1	LS	100000.00	\$100,000.00
12	EROSION CONTROL	1	LS	2500.00	\$2,500.00
					\$371,300.00
CONSTRUCTION SUB-TOTAL =					\$371,300.00
10% CONTINGENCIES =					\$37,130.00
TOTAL CONSTRUCTION COST =					\$408,430.00
OVERHEAD COSTS					
13	DESIGN ENGINEERING			8.9%	\$36,300.00
14	CONSTRUCTION STAKING			2.0%	\$8,100.00
15	CONSTRUCTION OBSERVATION			5.8%	\$23,600.00
OVERHEAD SUB-TOTAL =					\$68,000.00
PROJECT TOTAL (ITEMS 1 - 15)					\$476,430.00

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:		
June 4, 2013	DEMOLITION AND REMOVAL OF HANGER BID		
ORIGINATING DEPARTMENT:	TYPE OF ACTION:	<input type="checkbox"/> ORDINANCE	<input type="checkbox"/> RESOLUTION
Airport		<input checked="" type="checkbox"/> FORMAL ACTION	<input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the Council approve the bid from ZIG'S Backhoe Service, LLC in the amount of \$6,969.00.

FISCAL NOTE:

Funding for this item can be found in the Capital Improvement Fund, 30-00-3000.

BIDS RECEIVED:

	Bid	
<u>COMPANY</u>		<u>PRICE</u>
ZIG'S Backhoe Service, LLC		\$6,969.00
Blass Construction, Inc.		\$8,800.00

DISCUSSION:

We received two bids for the demolition of the old block hangar at the Moritz Airport. This building will be replaced by a new one paid for by Travis Lattin. Travis intends to start construction of the new building in July 2013.

Respectfully submitted,

Glenn Rodden
City Administrator

ZIG'S Backhoe Service, LLC
1445 320 Rd. Beloit, Kansas 67420
Office (785) 738-3103
Fax (785) 738-3103
Mobile (785) 738-7512

BID
January 30, 2013

The following operation is proposed for the demolition of the old block hanger at Moritz Memorial Airport 1520 W 8th in Beloit, Kansas.

This Bid, all quotes and operations to be performed are taken from the figures provided by Owners.

Contractor is not responsible for any and all utilities that may need to be relocated.

This proposal is based on calculations made off the blueprints and a visual inspection of the future construction site. If rock and/or other adverse conditions are encountered that are not sited on the blueprints will result in extra costs to be paid by the general contractor. Any extra costs and/or alterations of the work to be performed will be executed through written work orders, and will become an additional charge over and above this bid.

1. **Demolition and Removal of Old Block Hanger**
2. **Excavation and Removal of all Footings**
3. **Backfill and Compact Old Footing Trench To Existing Grade**
4. **Plug and Cap Existing Sewer Line**
5. **Remove Only Small Portion of Floor Determend by the Owner**

TOTAL BID \$6969.00

- NOTE:**
1. All wood and tin demo will be taken to Certified Landfill in Mitchell Co.
 2. All concrete will be hauled to site provided by contractor
 3. If water meter and pit need to be replaced it will be at owners expense
 4. Fill dirt will be provided by City of Beloit
 5. All landfill fees for tin and wood demo will be the City of Beloit's responsibility
 6. All salvage will be property of contractor unless specified by Owner

Payments will be made to Zig's Backhoe Service, LLC upon completion of the work described above.

SIGNATURE PAGE

NOTE: Any and All Inspections, Removal and Disposal of any Haserdous, Toxic, and Asbestos Materials will be the Sole Responsibility of the Owner also any Damage to Concrete Floor.

This is an official bid for The City of Beloit, Ks. as stated and is respectfully submitted by:

Signature_____

Date:_____

Patrick J. Ziegler
Zig's Backhoe Service

ACCEPTANCE OF PROPOSAL

The prices, specifications, and conditions are satisfactory. We hereby accept the proposal. Zig's Backhoe Service is authorized to do the work as specified.

Signature_____

Date:_____

Printed Name_____

Title and Company_____

Proposal

FROM BLAIRS CONST INC
321 So Poplar
BELOIT KANSAS, 6420

Proposal No.

Sheet No.

Date

Proposal Submitted To

Work To Be Performed At

Name CITY OF BELOIT
Street _____
City _____
State _____
Telephone number _____

Street _____
City _____ State _____
Date of Plans _____
Architect _____

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of

To Demolish City of Beloit Aircraft hangar. Includes
Tear out concrete and haul off.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Dollars (\$ 8,800).

with payments to be made as follows:

At Completed lump sum.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by Insurance Planning

Respectfully submitted

M. Blair

Per _____

Note — This proposal may be withdrawn by us if not accepted within 30 days

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted _____ Signature _____

Date _____ Signature _____

ITEMS FOR COUNCIL DISCUSSION

DATE:

June 4, 2013

TITLE:

WORK SESSION DISCUSSION

DISCUSSION:

Items for discussion at your June 4, 2013 Work Session will include the following:

1. Airport Expansion Project. Brad Waller from Alfred Benesch will discuss our airport project.
2. Street Projects. This is a continuing discussion of street projects for this year.

Respectfully submitted,

Glenn Rodden
City Administrator

