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CITY COUNCIL AGENDA

Tuesday, March 19, 2013

7:00 p.m.

1. CALL TO ORDER

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

2. MAYOR AND COUNCIL REPORTS

3. STAFF REPORTS

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

4. PUBLIC HEARING FOR VACATION OF EASEMENT IN CONROY ADDITION

5. PUBLIC COMMENT

6. CONSENT AGENDA

- A. 3/5/2013 City Council Meeting Minutes
- B. Appropriations 3B

7. ORDINANCES

- A. Ordinance 2125 Easement in the Conroy
Place Addition
- B. Ordinance 2126 Amending Animal Code

8. RESOLUTIONS

- A. Resolution 2013-4 Refinancing Pool
Revenue Bond

9. FORMAL ACTIONS

- A. Agreement with Travis Lattin
- B. Hanger Lease Agreement with Farmway
Coop
- C. KMU Voting Delegates
- D. CPS Contracts

10. CLOSED SESSION

- A. None

11. ADJOURNMENT

PUBLIC BUILDING COMMISSION

- A. Call to Order
- B. Roll Call
- C. 6/19/2012 PBC Meeting Minutes
- D. Resolution 2013-1 Refinancing Revenue
Bonds

WORK SESSION AGENDA

1. CORRESPONDENCE AND STAFF REPORTS

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

2. DISCUSSION ITEMS

- A. ATV Ordinance
- B. Animal Cruelty Workshop

3. ADJOURNMENT

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

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

BELOIT CITY COUNCIL MEETING MINUTES
March 5, 2013

The Beloit City Council met in regular session on March 5, 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 Lynn Miller, Kendal Francis, Ron Sporleder, Mike Haeffele, Brenon Odle, Chris Jones, and Heather Hartman.

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

Mayor Naasz thanked the city crew's for the snow removal. Councilor Petterson said the city crew's did a wonderful job with the snow removal. Councilor Struble thanked citizens for their part in removing snow. Councilor Richard congratulated Mayor Naasz with his new grand-daughter. Councilor Richard also thanked city crew's for the snow removal. Councilor Brown asked Chief of Police Brenon Odle about the new vehicles that were being purchased. Councilor Otte asked Chief of Police Brenon Odle if he had met with the hospital administrator regarding an emergency response plan for the hospital.

City Attorney Katie Cheney reported on the following items: 1. Katie is currently working on revising the ordinance for the animal code. 2. Katie is working on an ordinance for an easement for the Conroy Place addition for next meeting. 3. Working on hanger lease issues with James Rome. 4. Will close with CPS the last week on March regarding the sale of land. 5. Precision Contracting will be closing on the sale of land at the North Campus this month.

The Consent Agenda consisted of February 5, 2013 Council Meeting Minutes, and appropriations 2B. A motion was made by Councilor Littrell and seconded by Councilor Petterson to approve the consent agenda in its entirety. Roll call vote yeas: Delka, Struble, Petterson, Brown, Littrell, Miller, Otte, and Richard. Nays: None.

Ordinance 2124 ICON Industries Tax exemption was presented to Council for approval. A motion was made by Councilor Struble and seconded by Councilor Otte to approve Ordinance 2124. Roll Call vote yeas: Littrell, Richard, Delka, Struble, Petterson, Brown, Miller and Otte. Nays: None.

Resolution 2013-3 Intent to issue Bonds was presented to Council for approval. Resolution 2013-3 authorizes the City of Beloit to issue revenue bonds that will be purchased by the North Central Regional Planning Commission at 0% interest for up to seven years. A motion was made by Councilor Petterson and seconded by Councilor Brown to approve Resolution 2013-3 Intent to issue Bonds at 0% interest for up to seven years. Roll call vote yeas: Richard, Delka, Struble, Petterson, Littrell, Brown, Otte, and Miller. Nays: None.

Staff is recommending that Council approve a Sewer Pipe Bid from Municipal Supply in the amount of \$7,160.31. The sewer Pipe Bid would be used for the Mill Street project starting this spring. A motion was made by Councilor Richard and seconded by Councilor Miller to approve a Sewer Pipe Bid from Municipal Supply in the amount of \$7,160.31. Motion carried 8-0. Nays: None.

Staff is recommending that Council approve a Mill and Overlay bid from Schilling Construction in the amount of \$161,035.00 that is contingent of approval from KDOT. The bid is for the mill and overlay of K-14 under the KDOT KLINK grant program. A motion was made by Councilor Otte and seconded by Councilor Struble to approve a bid from Schilling Construction in the amount of \$161,035.00 that is contingent of approval from KDOT. Motion carried 8-0. Nays: None.

Staff is recommending that Council approve a Transformer bid from Kriz-Davis Company in the amount of \$83,227.00. The transformers will be used for the Sunflower Manufacturing, Kolher, and North Campus projects. A motion was made by Councilor Richard and seconded by Councilor Brown to approve a transformer bid from Kriz-Davis Company in the amount of \$83,227.00. Motion carried 8-0. Nays: None.

Staff is recommending that Council approve an agreement for the economic development director position. The agreement for economic development services is between the City of Beloit, Mitchell County, the Chamber of Commerce, and Solomon Valley Economic Development. This is a three year agreement that specifies the duties of the economic developer and outlines what each entity contributes to the position. A motion was made by Councilor Petterson and seconded by Councilor Miller to approve an agreement for the economic development director position. Motion carried 8-0. Nays: None.

Mayor Tom Naasz is recommending that Council approve the following people to the Comprehensive Plan Committee: Councilor Bob Richard, Councilor Lloyd Littrell, Planning Commission member Nick Richmond, Planning Commission member Cathy Roberts, Community Development Director Heather Hartman, Dick Carrico, Karen Pahls, Jeff Zimmer, Mark Palen, City Administrator Glenn Rodden, and Zoning Administrator Chris Jones. A motion was made by Councilor Struble and seconded by Councilor Delka to approve Councilor Bob Richard, Councilor Lloyd Littrell, Planning Commission member Nick Richmond, Planning Commission member Cathy Roberts, Community Development Director Heather Hartman, Dick Carrico, Karen Pahls, Jeff Zimmer, Mark Palen, City Administrator Glenn Rodden, and Zoning Administrator Chris Jones for the Comprehensive Plan Committee. Motion carried 8-0. Nays: None.

Staff is recommending that Council approve the appointment of Todd Dunstan to the Beloit Fire Department. A motion was made by Councilor Struble and seconded by Councilor Petterson to approve the appointment of Todd Dunstan to the Beloit Fire Department. Motion carried 8-0. Nays: None.

A motion was made by Councilor Petterson and seconded by Councilor Brown to Adjourn the Council Meeting. Motion passed 8-0. The meeting ended at 7:39 p.m.

The work session began at 7:39 p.m. City Council members in attendance were Pat Struble, Kent Miller, Bob Richard, Robert Petterson, Lloyd Littrell, Frank Delka, Rick Brown, and Matt Otte. Also present were City Administrator Glenn Rodden, City Attorney Katie Cheney, and, City Clerk Amanda Lomax.

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

City Administrator Glenn Rodden reported on the following: 1. Senate Bill 109 has stalled for now. 2. The Comprehensive Plan Committee is scheduled to meet next week.

Dustin Avey with Piper Jaffray discussed refinancing our existing revenue bond for the pool.

Stewart Porter with Schwab-Eaton discussed construction a sewer system on the North Campus. The estimated cost is \$456,379.00 for phase one of this project.

Kendal Francis Director of Water and Waste-Water discussed a cost estimate for contracting out the sewer reconstruction project for the rest of the Mill Street project. The project would cost approximately \$243,000.00 with Larson and Company.

Work Session ended 8:37 p.m.

TOM NAASZ, Mayor

ATTEST:

AMANDA LOMAX, City Clerk

BELOIT CITY COUNCIL SPECIAL MEETING MINUTES
March 12, 2013

The Beloit City Council met in a special meeting on March 12, 2013 in the Council Chambers for the purpose of Closed Session for Non-Elected Personnel. 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 Heather Hartman, Brenon Odle, Ronnie Sporleder, and Kendal Francis.

A motion was made by Councilor Otte and seconded by Councilor Littrell to go into closed session to determine if a closed session for non-elected personnel was necessary. Motion failed 3-5. Nays: Delka, Miller, Brown, Richard, and Struble.

A motion was made by Councilor Otte and seconded by Councilor Littrell to go into closed session for non-elected personnel for a period of 30 minutes. Motion failed 3-5. Nays: Delka, Miller, Brown, Richard, and Struble.

A motion to adjourn the Council meeting was made by Councilor Struble and seconded by Councilor Miller. Motion passed 8-0. The meeting ended at 7:03 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>Account#</u>	<u>Work Order</u>			<u>Description</u>				<u>Debit</u>	<u>Credit</u>
6 ABRAM READY-MIX, INC										
53390	3/21/2013	3/21/2013	539.27			3/4/2013	14419			Posted
	51-43-6150				12293-FILL SAND				25.13	0.00
	51-43-6150				12287-FLOWABLE FILL				514.14	0.00
									<u>539.27</u>	<u>0.00</u>
1060 ACCURATE LABS										
53370	3/21/2013	3/21/2013	339.02	SU17504		3/1/2013	12639			Posted
	51-41-7490				25 ML & 50ML TITRATING BURETS				339.02	0.00
53393	3/21/2013	3/21/2013	272.95	SU17555		3/8/2013	12645			Posted
	51-41-7490				pH PROBE +SHIPPING				272.95	0.00
8 ACE HARDWARE										
53371	3/21/2013	3/21/2013	6.00	430113		1/14/2013	13508			Posted
	10-13-6000				KEY				6.00	0.00
53372	3/21/2013	3/21/2013	17.99	431765		2/14/2013	12647			Posted
	51-41-6000				CLEANING SUPPLIESS				17.99	0.00
53373	3/21/2013	3/21/2013	77.90	432417		2/27/2013	12809			Posted
	53-41-7450				PAINT BRUSHES/PAINT				77.90	0.00
53391	3/21/2013	3/21/2013	7.99	432738		3/5/2013	14420			Posted
	51-43-6000				BRUSH WHEEL COARSE 6"				7.99	0.00
53392	3/21/2013	3/21/2013	18.99	432641		3/4/2013	14336			Posted
	53-43-6000				32" STIK REACHER				18.99	0.00
53476	3/21/2013	3/21/2013	365.88			2/27/2013	14283			Posted
	23-00-7400				433017GARDEN TOOLS(COMM. GARDE				88.43	0.00
	10-20-4330				432436-BACKHOE REPAIR				12.29	0.00
	10-17-7450				432804-TRAYLINER, PAINT				66.43	0.00
	10-17-7450				432875-PAINT-SP PAINT				33.98	0.00
	10-17-7450				432752-PAINT, BRUSHES, ROLLERS				47.95	0.00
	10-18-6000				432987-PAINT				29.99	0.00
	10-18-6000				432852-ROLLER FRAME				15.77	0.00
	10-18-6000				432521-PAINT, ROLLERS, MINERAL SPII				71.04	0.00
									<u>365.88</u>	<u>0.00</u>
53502	3/21/2013	3/21/2013	20.47	433160		3/14/2013	12653			Posted
	51-41-6000				BATTERIES & CLEANING SUPPLIES				20.47	0.00
9 ACKERMAN SUPPLY										
53394	3/21/2013	3/21/2013	6.99	222838		3/11/2013	6.99			Posted
	53-43-6000				GREAT STUFF FOAM				6.99	0.00
11 ADVANCE INSURANCE COMPANY										
53374	3/21/2013	3/21/2013	648.66			3/4/2013	13450			Posted
	21-00-2100				LIFE INSURANCE PREMIUMS FOR MARI				648.66	0.00
21 ALCO-DUCKWALL STORES INC										
53375	3/21/2013	3/21/2013	43.96	22108768		2/28/2013	13511			Posted
	10-13-6000				BATTERIES				43.96	0.00
53477	3/21/2013	3/21/2013	59.48	22108684		1/24/2014	14286			Posted
	10-18-6110				INK CART. X2				59.48	0.00
53507	3/21/2013	3/21/2013	47.03	22108809		3/14/2013	13445			Posted
	10-11-6000				TAPE, BATTERIES, WATER & SUPPLIES				47.03	0.00
2032 AT&T										
53395	3/21/2013	3/21/2013	80.00	0890075948		3/1/2013	13439			Posted
	10-13-5310				PD DSL SERVICE				80.00	0.00
53396	3/21/2013	3/21/2013	128.98	7857382047		3/1/2013	13438			Posted
	10-19-5310				NORTH CAMPUS PHONE SERVICE				128.98	0.00
53397	3/21/2013	3/21/2013	644.90	7857382619		3/1/2013	13437			Posted
	10-11-5310				ADMIN PHONE SERVICE				548.16	0.00
	52-41-5310				SEWER PHNE SERVICE				96.74	0.00
									<u>644.90</u>	<u>0.00</u>
80 BELOIT TYPEWRITER EXCHANGE										
53376	3/21/2013	3/21/2013	193.49			2/25/2013	12646			Posted
	51-41-6110				823085-PRINTER CARTRIDGES				103.54	0.00
	51-41-6110				82352-CASE COPY PAPER				89.95	0.00
									<u>193.49</u>	<u>0.00</u>

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	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>							
80 BELOIT TYPEWRITER EXCHANGE (continued)											
53377	3/21/2013	3/21/2013	42.99		2/25/2013	12806		Posted			
	53-41-6110			823058-FILE FOLDERS			24.00		0.00		
	53-41-6110			823057-LEGAL PADS			18.99		0.00		
							42.99		0.00		
53398	3/21/2013	3/21/2013	9.98	823090	3/1/2013	14418		Posted			
	51-43-6000			COPY PAPER			9.98		0.00		
53399	3/21/2013	3/21/2013	103.94	665413	3/12/2013	14330		Posted			
	53-43-6000			CARTRIDGES			103.94		0.00		
53478	3/21/2013	3/21/2013	19.95	665431	3/13/2013	14293		Posted			
	23-00-7400			CLIPS, COMM. GARDEN GRANT-SIGNS			19.95		0.00		
53479	3/21/2013	3/21/2013	15.00	602597	2/27/2013	14285		Posted			
	10-20-4330			SPRAY ADHESIVE-BACKHOE			15.00		0.00		
669 BLADE-EMPIRE PUBLISHING											
53378	3/21/2013	3/21/2013	606.52		2/28/2013	13415		Posted			
	10-11-5400			118767-NOTICE OF HEARING			27.20		0.00		
	10-11-5400			118923-BID NOTICE			54.90		0.00		
	10-11-5400			118561-STATE WRESTLING AD			10.00		0.00		
	10-11-5400			118435-COUNCIL AGENDAY			85.40		0.00		
	10-11-5400			118389-FFA WEEK			10.00		0.00		
	10-11-5400			118286-CONSERVATION EDITION			30.00		0.00		
	10-11-5400			117969-COUNCIL AGENDA			85.40		0.00		
	10-11-5400			118768-ORDINANCE NO. 2123			61.20		0.00		
	10-11-5400			118045-4TH QT TREASURERS REPORT			91.80		0.00		
	10-11-5400			118989-FEB DISCOUNT			0.00		49.53		
	10-11-5400			052680- REGISTER FORMS			200.15		0.00		
							656.05		49.53		
53379	3/21/2013	3/21/2013	130.50		2/28/2013	13414		Posted			
	10-15-5400			117936-TRANSPORTATION AD			24.40		0.00		
	10-15-5400			117972-TRANSPORTATION AD			24.40		0.00		
	10-15-5400			118050-TRANSPORTATION AD			24.40		0.00		
	10-15-5400			118093-TRANSPORTATION AD			24.40		0.00		
	10-15-5400			118132-TRANSPORTATION AD			24.40		0.00		
	10-15-5400			118240-TRANSPORTATION AD			24.40		0.00		
	10-15-5400			118989-DISCOUNT CREDIT			0.00		15.90		
							146.40		15.90		
53380	3/21/2013	3/21/2013	32.62	118925	2/28/2013	13412		Posted			
	10-21-5400			PARKS & REC SEASONAL POSITION AC			36.60		0.00		
	10-21-5400			DISCOUT CREDIT			0.00		3.98		
							36.60		3.98		
53400	3/21/2013	3/21/2013	195.74		2/28/2013	14332		Posted			
	53-43-3000			118092-HELP WANTED			36.60		0.00		
	53-43-3000			118136-HELP WANTED			36.60		0.00		
	53-43-3000			118243-HELP WANTED			36.60		0.00		
	53-43-3000			118381-HELP WANTED			36.60		0.00		
	53-43-3000			118434-HELP WANTED			36.60		0.00		
	53-43-3000			118569-HELP WANTED			36.60		0.00		
	53-43-3000			118989-DISCOUNT CREDIT			0.00		23.86		
							219.60		23.86		
88 BLUE CROSS & BLUE SHIELD INSURANCE											
53381	3/21/2013	3/21/2013	67,971.44		3/4/2013	13449		Posted			
	21-00-2100			MARCH HEALTH INS. PREMIUMS			67,971.44		0.00		
91 BOETTCHER SUPPLY INC											
53382	3/21/2013	3/21/2013	19.78	779890-1	1/24/2013	13420		Posted			
	10-14-4300			ANCHER BOLT, SPRIG NUT,2H ANGLE C			19.78		0.00		
53383	3/21/2013	3/21/2013	725.51		2/28/2013	14325		Posted			
	53-43-6000			484198-1 -4" LONG LINE COUPLING			110.98		0.00		
	53-43-6000			784049-1 -1500W LAMP			58.02		0.00		
	53-43-6000			783847-1 -60 AMP BREAKER			20.25		0.00		
	53-43-6000			777381-1 -4' RIGID CONDUIT			536.26		0.00		
							725.51		0.00		
53384	3/21/2013	3/21/2013	8.97	780880-1	2/1/2013	12648		Posted			
	51-41-4360			SODA ASH FEED PIPE REPAIR			8.97		0.00		

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City of Beloit

<u>Vend# Vendor Name</u>		<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount 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>
91	BOETTCHER SUPPLY INC (continued)								
53386	3/21/2013	3/21/2013	71.62	783377-1	2/26/2013	12811			Posted
	53-41-6000			6-STD BLACK THIN COPPER WIRE/6-ST				71.62	0.00
53401	3/21/2013	3/21/2013	10.20	779726-1	1/28/2013	12649			Posted
	51-41-4360			FREIGHT ON HEATER ELEMENTS PO12				10.20	0.00
53402	3/21/2013	3/21/2013	19.80		3/6/2013	13441			Posted
	10-11-4300			784363-1 RECEPTACLE, POLE SWITCH,				18.65	0.00
	10-11-4300			784374-1 4" SQ X 1-1/12" DEEP 1/2" KO				1.15	0.00
								19.80	0.00
53403	3/21/2013	3/21/2013	158.00	784798-1	3/11/2013	14331			Posted
	53-43-6000			LINEMANS WRENCH, SLITTING KNIFE, I				158.00	0.00
1258	BUMPER TO BUMPER AUTO PARTS								
53387	3/21/2013	3/21/2013	214.14		2/6/2013	13514			Posted
	10-13-4310			601786-OIL & AIR FILTER, ANTI-FREEZE				32.98	0.00
	10-13-4310			601663-BRAKE DISC PAD				63.03	0.00
	10-13-4310			601642-2 ROTORS				30.00	0.00
	10-13-4310			601587- WIX FILTERS/OIL FILTERS				8.40	0.00
	10-13-4310			601491-OIL FILTER, ANTI-FREEZE, WHII				65.75	0.00
	10-13-4310			601294-POWER STEERING, WINDSHIEL				13.98	0.00
								214.14	0.00
53404	3/21/2013	3/21/2013	6.99	603234	3/12/2013	14422			Posted
	51-43-4310			SE16 SCA FOAM FUEL TREATMENT				6.99	0.00
53501	3/21/2013	3/21/2013	15.00	602597	2/27/2013	14285			Posted
	10-20-4330			SPRAY ADHESIVE-BACKHOE				15.00	0.00
1091	CARD SERVICES								
53388	3/21/2013	3/21/2013	956.76	5251	2/28/2013	13425			Posted
	51-41-5320			USPS				5.60	0.00
	51-41-5800			SETTLE INN SUITES STAY				91.54	0.00
	52-41-6260			FUEL-KWIK SHOP-TOPEKA				61.00	0.00
	51-41-5800			TEXAS ROAD HOUSE MEAL-TOPEKA				47.75	0.00
	51-41-5320			USPS				5.67	0.00
	52-41-6260			FUEL-QUIKTRIP-PARK CITY				41.00	0.00
	52-41-6260			FUEL-CASEYS-SALINA				46.00	0.00
	51-41-5320			USPS				8.85	0.00
	51-41-5320			USPS				2.58	0.00
	52-41-6000			CAPE COD BRASS				435.60	0.00
	51-41-7450			AMAZON-SOFT FACE HAMMER				75.60	0.00
	51-41-7450			AMAZON MAGNETIC STIRRER				100.17	0.00
	10-11-3000			PEOPLE SMART RENEWALL				35.40	0.00
								956.76	0.00
53389	3/21/2013	3/21/2013	129.16	5981	2/28/2013	13402			Posted
	10-11-5800			HOLIDAY INN-ROOM STAY				129.16	0.00
53407	3/21/2013	3/21/2013	759.95	5232	2/28/2013	13426			Posted
	10-21-2400			ARC TRAINING				27.00	0.00
	10-17-2400			LMC MEDICAL				207.95	0.00
	53-43-3000			ARC TRAINING				70.00	0.00
	51-41-2400			ARC TRAINING				175.00	0.00
	10-11-2400			ARC TRAINING				210.00	0.00
	10-18-2400			ARC TRAINING				70.00	0.00
								759.95	0.00
53500	3/21/2013	3/21/2013	365.69	5240	3/1/2013	13427			Posted
	10-15-5800			FAMOUS DAVE'S-TOPEKA				20.19	0.00
	10-15-5800			RED ROBIN-TOPEKA				18.76	0.00
	10-15-5800			QUINTONS BAR & DELI-TOPEKA				12.44	0.00
	10-15-6270			HANDY'S EXPRESS-FUEL, JUNCTION C				67.65	0.00
	10-11-5410			HEARTH OF AMERICA MEMBERSHIP				35.00	0.00
	10-13-6000			WHEAT FIELDS FLORAL				37.90	0.00
	10-17-5410			KS REC & PARK MEMBERSHIP RENEW/				75.00	0.00
	53-41-4360			LOVEGREEN RISK MANAGEMENT				98.75	0.00
								365.69	0.00

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1091	CARD SERVICES (continued)							
53506	3/21/2013	3/21/2013	530.76	8803	2/28/2013	13424		Posted
	10-13-6260			FARMWAY COOP-FUEL			69.32	0.00
	10-13-6260			SHELL OIL JUNCTION CITY-FUEL			42.66	0.00
	10-13-2911			QUANTICO TACTICAL			54.76	0.00
	10-13-6260			KWICK SHOP SALINA-FUEL			52.70	0.00
	10-13-6260			FARMWAY COOP-FUEL			87.89	0.00
	10-13-6260			THE SHORT STOP, CLAY CENTER-FUEL			50.01	0.00
	10-13-6260			FARMWAY COOP-FUEL			53.62	0.00
	10-13-2400			EL PUERTOS			21.97	0.00
	10-13-6260			FARMWAY-FUEL			50.00	0.00
	10-13-6260			FARMWAY-FUEL			47.83	0.00
							<u>530.76</u>	<u>0.00</u>
124	CARRICO IMPLEMENT							
53405	3/21/2013	3/21/2013	15.34	IA32699	2/20/2013	14328		Posted
	53-43-4330			SKID STEER CUTTINGEDGE			15.34	0.00
53480	3/21/2013	3/21/2013	304.53		2/22/2013	14287		Posted
	10-20-4330			IA33042-W PUMP KIT			240.47	0.00
	10-20-4330			IA32840-GASK WT. HOUSING/ THERMO:			28.64	0.00
	10-20-4330			IA33064-COOLGARD II			35.42	0.00
							<u>304.53</u>	<u>0.00</u>
126	CATLIN'S FRIENDLY IGA							
53406	3/21/2013	3/21/2013	58.25	2100017992	2/25/2013	12808		Posted
	53-41-6000			COFFEE CREAMER, COFFEE, CHARMIN			58.25	0.00
2418	LAW OFFICE OF KATIE J CHENEY							
53408	3/21/2013	3/21/2013	24.89		3/1/2013	13400		Posted
	10-11-6000			SUPPLIES REINBURSTMENT			24.89	0.00
158	COMPUTER SOLUTIONS INC							
53410	3/21/2013	3/21/2013	145.80	039358	3/7/2013	14532		Posted
	10-13-6110			HP COLOR INK, BLK INK			145.80	0.00
53505	3/21/2013	3/21/2013	2,056.60	155579	3/12/2013	14034		Posted
	25-00-7450			COMPUTER, PRINTER, INK			2,056.60	0.00
1358	CUNNINGHAM TELEPHONE & CABLE CO							
53411	3/21/2013	3/21/2013	54.80	13611	3/1/2013	54.80		Posted
	10-21-5310			POOL PHONE SERVICE			54.80	0.00
53412	3/21/2013	3/21/2013	216.73	13094	3/1/2013	13404		Posted
	10-18-5310			PARKS & REC PHONE SERVICE			216.73	0.00
53413	3/21/2013	3/21/2013	237.95	12754	3/1/2013	13405		Posted
	53-41-5310			PANTS PHONE SERVICE			142.77	0.00
	51-41-5310			PANTS PHONE SERVICE			95.18	0.00
							<u>237.95</u>	<u>0.00</u>
53414	3/21/2013	3/21/2013	59.80	12334	3/1/2013	13406		Posted
	10-14-5310			FIRE DEPT PHONE SERVICE			59.80	0.00
53415	3/21/2013	3/21/2013	142.00	13610	3/1/2013	13407		Posted
	10-22-5310			AIRPORT PHONE SERVICE			142.00	0.00
53416	3/21/2013	3/21/2013	70.53	11856	3/1/2013	13408		Posted
	10-13-5310			PD PHONE SERVICE			70.53	0.00
53417	3/21/2013	3/21/2013	338.09	11854	3/1/2013	13409		Posted
	10-11-5310			ADMIN PHONE & INTERNET SERVICE			338.09	0.00
53418	3/21/2013	3/21/2013	57.98	3362	3/1/2013	13410		Posted
	10-15-5310			TRANSPORTATION PHONE SERVICE			57.98	0.00
53419	3/21/2013	3/21/2013	94.83	13609	3/1/2013	13411		Posted
	53-43-5310			SYSTEMS OP PHONE SERVICE			31.61	0.00
	52-43-5310			SYSTEMS OP PHONE SERVICE			31.61	0.00
	51-43-5310			SYSTEMS OP PHONE SERVICE			31.61	0.00
							<u>94.83</u>	<u>0.00</u>
53420	3/21/2013	3/21/2013	98.00	10210	3/1/2013	13447		Posted
	26-00-5310			COMMUNITY DEVELOPMENT PHONE SI			98.00	0.00
2612	DAVE OEHM							
53358	3/21/2013	3/21/2013	116.00		3/1/2013			Ck# 68299 Printed
	10-13-5800			TRAVEL EXPENSES			116.00	0.00

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193	DOLLAR GENERAL STORE-MS-410526 (continued)									
53421	3/21/2013	3/21/2013	8.50		3/7/2013	13428			Posted	
	10-11-6000			1000182246-RUG RESOLVE PET FOAM			20.50		0.00	
	10-11-6000			1000182261- RUG RETURN CREDIT			0.00		12.00	
							<u>20.50</u>		<u>12.00</u>	
2188	EMERGENCY FIRE EQUIPMENT INC									
53481	3/21/2013	3/21/2013	579.08	24436	3/1/2013	13443			Posted	
	10-14-4310			PUM PLUS 1000 CHARGER ONLY/GRAP			579.08		0.00	
2614	ESRI, INC									
53422	3/21/2013	3/21/2013	400.00	25558427	3/1/2013	13162			Posted	
	10-11-3000			MAINTENANCE CONTRACT			400.00		0.00	
427	FOLEY EQUIPMENT INC									
53424	3/21/2013	3/21/2013	35.70	PCSL1226282	1/31/2013	14415			Posted	
	52-43-4310			6V-9834 PLUG-IN / OUT FREIGHT CHAR			35.70		0.00	
241	KENDAL FRANCIS									
53503	3/21/2013	3/21/2013	72.00		3/14/2013	12652			Posted	
	52-41-5800			3 DAY MEAL REINBURSEMENT KRWA C			72.00		0.00	
2613	GEORGIA DEPT. OF DRIVER SERVICES									
53367	3/21/2013	3/21/2013	8.00		3/5/2013	12891			Ck# 68340 Printed	
	10-12-3000			DL RECORD FEE			8.00		0.00	
2573	HEATHER HARTMAN									
53425	3/21/2013	3/21/2013	121.00		3/13/2013	12278			Posted	
	26-00-5800			MILEAGE REINBURSTMENT			121.00		0.00	
53426	3/21/2013	3/21/2013	91.16		3/12/2013	08641			Posted	
	26-00-5310			VERIZON PHONE REPAYMENT			91.16		0.00	
2517	HQH2O INC.									
53427	3/21/2013	3/21/2013	17.25		2/6/2013	13513			Posted	
	10-13-6000			127580-WATER			11.50		0.00	
	10-13-6000			129607-WATER			5.75		0.00	
							<u>17.25</u>		<u>0.00</u>	
620	CHRIS JONES									
53409	3/21/2013	3/21/2013	90.00		3/7/2013	14135			Posted	
	10-11-2911			BOOTS REINBURSTMENT			90.00		0.00	
2615	KANSAS CORING & CUTTING LLC.									
53439	3/21/2013	3/21/2013	541.50	R24294	2/26/2013	12807			Posted	
	53-41-4360			2-11" DIA. HOLES CUT INTO TOP OF CO			541.50		0.00	
2133	KANSAS GAS SERVICE									
53428	3/21/2013	3/21/2013	60.04	2007742-27	3/1/2013	13436			Posted	
	53-43-6210			502 E 12TH BLDG-B-GENE			60.04		0.00	
53429	3/21/2013	3/21/2013	465.44	1626728-64	3/4/2013	13435			Posted	
	10-14-6210			601 N MILL-FIRE DEPT.			465.44		0.00	
53430	3/21/2013	3/21/2013	349.42	1218563-73	3/1/2013	13434			Posted	
	53-43-6210			416 E 12TH ST-ARMORY BLDG			87.36		0.00	
	51-43-6210			416 E 12TH ST-ARMORY BLDG			87.36		0.00	
	52-43-6210			416 E 12TH ST-ARMORY BLDG			87.35		0.00	
	10-13-6210			416 E 12TH ST-ARMORY BLDG			87.35		0.00	
							<u>349.42</u>		<u>0.00</u>	
53431	3/21/2013	3/21/2013	1,463.46	1219848-91	3/8/2013	13433			Posted	
	10-19-6210			1720 N HERSEY NORTH CAMPUS			1,463.46		0.00	
53432	3/21/2013	3/21/2013	438.85	1562961-73	3/8/2013	13432			Posted	
	53-41-6210			215 S CHESTNUT			438.85		0.00	

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2133	KANSAS GAS SERVICE (continued)							
53433	3/21/2013	3/21/2013	4,950.59	100270100	3/5/2013	13448		Posted
	51-41-6210			POWER PLANT			652.87	0.00
	10-22-6210			AIRPORT			92.52	0.00
	10-15-6210			STREET & ALLEY			731.72	0.00
	10-11-6210			ADMIN			1,232.97	0.00
	51-41-6210			WATER DEPT.			172.38	0.00
	10-18-6210			PARKS & REC			301.20	0.00
	10-11-6210			OLD LIBRARY			218.97	0.00
	53-43-6210			SYSTEMS OP			526.30	0.00
	51-43-6210			SYSTEMS OP			510.83	0.00
	52-43-6210			SYSTEMS OP			510.83	0.00
							<u>4,950.59</u>	<u>0.00</u>
370	KANSAS ONE CALL SYSTEM INC							
53438	3/21/2013	3/21/2013	33.60	3020160	2/28/2013	13396		Posted
	53-43-3000			LOCATES			11.20	0.00
	51-43-3000			LOCATES			11.20	0.00
	52-43-3000			LOCATES			11.20	0.00
							<u>33.60</u>	<u>0.00</u>
375	KANSAS STATE TREASURER							
53434	3/21/2013	3/21/2013	962.00		3/6/2013	13465		Posted
	10-12-3000			REINSTATEMENT FEE'S , LAW ENFORC			962.00	0.00
1450	KANSAS STATE UNIVERSITY							
53385	3/21/2013	3/21/2013	50.00		3/7/2013	14282		Ck# 68344 Printed
	10-18-7310			TREE CITY USA RECOGNITION DAY			50.00	0.00
2416	KNCK AM/KNCK FM-NCK 94.9							
53436	3/21/2013	3/21/2013	175.00	0773	2/24/2013	12812		Posted
	53-41-6400			RADIO AD FOR POWER PLANT JOB OPI			175.00	0.00
394	KRIERS' AUTO PARTS							
53440	3/21/2013	3/21/2013	271.91		2/13/2013	13507		Posted
	10-13-4310			4925-127911-BRAKE PAD, BRAKE ROTC			236.17	0.00
	10-13-4310			4925-128560-BEAM XTRACLEAR,CAPSU			35.74	0.00
							<u>271.91</u>	<u>0.00</u>
2264	KVSV							
53435	3/21/2013	3/21/2013	280.00	51-00021-0000	2/28/2013	14033		Posted
	10-15-5400			AD FOR VACANT POSITION			280.00	0.00
53437	3/21/2013	3/21/2013	280.00	51-00022-0000	2/28/2013	14324		Posted
	53-43-3000			APPRENTICE LINEMAN AD			280.00	0.00
1907	LEGACY MARK LLC							
53483	3/21/2013	3/21/2013	132.00	101753-000	3/1/2013	14290		Posted
	10-20-6110			SOFTWARE SUPPORT ON CEM. PROGF			132.00	0.00
1868	HEATH LITRELL							
53482	3/21/2013	3/21/2013	90.00		3/13/2013	14289		Posted
	10-18-2911			BOOT ALLOWANCE			90.00	0.00
414	LOCKWOOD COMPANY INC							
53441	3/21/2013	3/21/2013	210.23	105461	1/31/2013	13516		Posted
	10-13-6110			SF 170 NOTICE TO APPEAR & COMP			210.23	0.00
424	MCHENRY ELECTRIC & SUPPLY							
53484	3/21/2013	3/21/2013	10.80	008140	3/7/2013	14292		Posted
	10-20-4330			CHARN SAW REPAIR			10.80	0.00
470	MITCHELL COUNTY SOLID WASTE							
53359	3/21/2013	3/21/2013	22,033.97		3/1/2013	13163		Ck# 68324 Printed
	51-41-3000			TRASH COLLECTIONS			22,033.97	0.00
53442	3/21/2013	3/21/2013	31.20		3/7/2013	14333		Posted
	53-43-3000			019641-LUMBER			21.90	0.00
	53-43-3000			019638-WOOD SPOOLS			9.30	0.00
							<u>31.20</u>	<u>0.00</u>
469	MITCHELL COUNTY TREASURER							
53368	3/21/2013	3/21/2013	1,013.50	UDX326	3/6/2013	13419		Ck# 68342 Printed
	53-43-5600			LICENSE PLATE RENEWAL, 5 YR			1,013.50	0.00

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469	MITCHELL COUNTY TREASURER (continued)										
53443	3/21/2013	3/21/2013	209.00	469	3/13/2013	13452				Posted	
	53-43-5600			2007 GMC #2129					209.00	0.00	
475	MUNICIPAL EMERGENCY SERVICES, INC										
53444	3/21/2013	3/21/2013	25.80		3/14/2013	13440				Posted	
	10-14-7440			FREIGHT FOR INVOICE 386170_SNV					12.90	0.00	
	10-14-7470			FREIGHT FOR INVOICE 377234_SNV					12.90	0.00	
									25.80	0.00	
342	MUNICIPAL SUPPLY INC. OF NEBRASKA										
53445	3/21/2013	3/21/2013	752.50	0524567-IN	3/12/2013	14416				Posted	
	51-43-8100			18" X 4" ROUND FOAM PAD					752.50	0.00	
53446	3/21/2013	3/21/2013	146.66	0524402-IN	2/25/2013	14417				Posted	
	51-43-8100			2" HP PRO GAL PIT REGISTER, TRIDEN					146.66	0.00	
498	NATIONAL SIGN COMPANY										
53448	3/21/2013	3/21/2013	212.70	166575	2/26/2013	14030				Posted	
	25-00-6000			SIGNS, HARDWARE					212.70	0.00	
2447	NCK COMMERCIAL LAUNDRY INC										
53447	3/21/2013	3/21/2013	170.14		3/10/2013	13509				Posted	
	10-13-3000			209826- FLOOR MAT SERVICE					113.15	0.00	
	10-13-3000			210356-FLOOR MAT SERVICE					56.99	0.00	
									170.14	0.00	
827	NETWORKS PLUS										
53449	3/21/2013	3/21/2013	265.00	131936	2/15/2013	13510				Posted	
	10-13-3360			SERVICE CONTRACT					265.00	0.00	
53450	3/21/2013	3/21/2013	528.50		3/1/2013	13422				Posted	
	10-11-3360			132490-FEB 2013 MOZYPRO BACKUP					60.00	0.00	
	10-11-3360			132551-PC TECH SERVICES					213.50	0.00	
	10-11-3360			131937-SERVICE CONTRACT					255.00	0.00	
									528.50	0.00	
2380	OFFICE OF THE STATE TREASURER										
53369	3/21/2013	3/21/2013	152,816.25		3/6/2013	13451				Ck# 68343 Printed	
	41-00-5120			REVENUE BONDS FOR POOL					65,000.00	0.00	
	41-00-5121			REVENUE BONDS FOR POOL					87,816.25	0.00	
									152,816.25	0.00	
1135	PAVING MAINTENANCE SUPPLY										
53452	3/21/2013	3/21/2013	225.00	10121638	3/1/2013	14031				Posted	
	10-15-2400			CRACK SEALING SEMINAR					225.00	0.00	
53504	3/21/2013	3/21/2013	171.50	10121922	3/11/2013	14035				Posted	
	10-15-7450			SQUEEGEE'S & TIP VALUES					171.50	0.00	
517	PDQ EMERGENCY PRODUCTS										
53451	3/21/2013	3/21/2013	1,770.63		11/2/2012	13517				Posted	
	10-13-2911			17076-UNIFORMS					99.00	0.00	
	10-13-2911			17075-UNIFORMS					76.00	0.00	
	10-13-2911			17180-UNIFORMS					59.84	0.00	
	10-13-2911			17291-UNIFORMS					791.94	0.00	
	10-13-2911			17380-UNIFORMS					678.35	0.00	
	10-13-2911			17432-UNIFORMS					65.50	0.00	
									1,770.63	0.00	
536	POST MASTER										
53453	3/21/2013	3/21/2013	250.00		3/1/2013	13421				Posted	
	10-11-3000			PO BOX RENEWAL/ 1 YR					250.00	0.00	
2616	POST ROCK EXTENSION DISTRICT										
53457	3/21/2013	3/21/2013	105.00		3/13/2013	14288				Posted	
	23-00-7400			KS GARDEN GUIDES/ COMM. GARDEN					105.00	0.00	
1263	PRAIRE FIRE COFFEE ROASTERS										
53454	3/21/2013	3/21/2013	44.29	505486	2/27/2013	14327				Posted	
	53-43-6000			601 PK 1.5 OZ COFFEE					44.29	0.00	
2425	PROTOCOL, LLC										
53455	3/21/2013	3/21/2013	364.00		3/7/2013	13512				Posted	
	10-13-5310			MARCH 2013 SERVICES					364.00	0.00	

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1335	PUR O ZONE (continued)										
53456	3/21/2013	3/21/2013	333.95		2/28/2013	13423				Posted	
	10-11-6000					595138-CLEANING SUPPLIES			146.08		0.00
	10-11-6000					595417-LINERS, PAIL, CLEANING SUPPI			187.87		0.00
									333.95		0.00
53458	3/21/2013	3/21/2013	1,849.29	594898	2/25/2013	13399				Posted	
	10-11-4300					BOWL CLEANER, LATEX GLOVES, HANI			1,849.29		0.00
559	RELIABLE OFFICE SUPPLIES										
53459	3/21/2013	3/21/2013	147.46	DLG12900	3/7/2013	13515				Posted	
	10-13-6110					PRINthead CLEANER BYAN HP			147.46		0.00
1494	RICOH USA, INC										
53460	3/21/2013	3/21/2013	1,158.00	88618440	2/28/2013	13398				Posted	
	10-11-3000					RENTAL AGREEMENT			1,158.00		0.00
582	SALINA SUPPLY COMPANY										
53461	3/21/2013	3/21/2013	66.24	1120167	1/31/2013	12813				Posted	
	53-41-4360					LEFT OVER BALANCE FROMINVOICE 1'			66.24		0.00
94	SCHENDEL PEST CONTROL										
53462	3/21/2013	3/21/2013	50.00		3/4/2013	14329				Posted	
	51-43-3000					PEST CONTROL RODENT @ ARMORY			12.50		0.00
	52-43-3000					PEST CONTROL RODENT @ ARMORY			12.50		0.00
	53-43-3000					PEST CONTROL RODENT @ ARMORY			12.50		0.00
	10-13-3000					PEST CONTROL RODENT @ ARMORY			12.50		0.00
									50.00		0.00
607	SHAMBURG OIL COMPANY										
53463	3/21/2013	3/21/2013	205.34		2/26/2013	14334				Posted	
	53-43-6270					364236-DIESEL			114.01		0.00
	53-43-6270					365627-DIESEL			91.33		0.00
									205.34		0.00
53468	3/21/2013	3/21/2013	(9.05)	219704	2/28/2013	13418				Posted	
	53-43-6270					EXCISE TAX CREDIT			0.00		9.05
1846	SUMI SNEATH										
53464	3/21/2013	3/21/2013	90.00		3/13/2013	14291				Posted	
	10-18-2911					BOOT ALLOWANCE			90.00		0.00
626	SOLOMON VALLEY HOME CENTER										
53465	3/21/2013	3/21/2013	82.94		3/12/2013	14284				Posted	
	23-00-7400					10300498-GARDEN TOOLS (COMM. GAF			37.94		0.00
	23-00-7400					10300586-GARDEN TOOLS (COMM. GAF			45.00		0.00
									82.94		0.00
53466	3/21/2013	3/21/2013	18.98	10300126	3/6/2013	14421				Posted	
	51-43-6000					4X24 120X & 80X GRIT BELTS			18.98		0.00
53467	3/21/2013	3/21/2013	34.71	10299778	2/28/2013	12810				Posted	
	53-41-6130					LUMBER TO BUILD CRATE FOR ELECT			34.71		0.00
201	THYSSENKRUPP ELEVATOR										
53469	3/21/2013	3/21/2013	400.67	3000425559	3/1/2013	13397				Posted	
	10-11-3000					ELEVATOR MAINTENANCE			400.67		0.00
1163	TMHC SERVICES INC										
53470	3/21/2013	3/21/2013	329.25		2/28/2013	13401				Posted	
	10-11-3000					174775-EMPLOYEE ASSISTANCE PROG			115.50		0.00
	10-11-3000					174776-EMPLOYEE ASSISTANCE PROG			213.75		0.00
									329.25		0.00
2067	VERIZON WIRELESS SERVICES, LLC										
53471	3/21/2013	3/21/2013	110.60	783059874-0001	2/16/2013	13146				Posted	
	53-43-5310					SYSTEMS PO PHONE SERVICE			37.60		0.00
	51-43-5310					SYSTEMS PO PHONE SERVICE			36.50		0.00
	52-43-5310					SYSTEMS PO PHONE SERVICE			36.50		0.00
									110.60		0.00
53472	3/21/2013	3/21/2013	160.05	383181257-00001	2/16/2013	13151				Posted	
	10-11-5310					ADMIN PHONE SERVICE			108.25		0.00
	10-20-5310					CEMENTERY PHONE SERVICE			51.80		0.00
									160.05		0.00

Accounts Payable Detail Listing

City of Beloit

<u>Vend#</u>		<u>Vendor Name</u>									
<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>	<u>Debit</u>	<u>Credit</u>	
	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>							
2067	VERIZON WIRELESS SERVICES, LLC (continued)										
53473	3/21/2013	3/21/2013	43.71	883194789-00001	2/16/2013	13150		Posted			
	53-41-5310			POWER PLANT STAND-BY			43.71		0.00		
53485	3/21/2013	3/21/2013	45.04	9700935692	3/3/2013	13442		Posted			
	10-18-5310			PARKS & REC ON CALL			45.04		0.00		
712	WACONDA TRADER										
53474	3/21/2013	3/21/2013	86.40		2/27/2013	14032		Posted			
	10-15-5400			ADVERTISEMENT FOR VACANT POSITIO			86.40		0.00		
53475	3/21/2013	3/21/2013	162.00		2/28/2013	14326		Posted			
	53-43-6000			AD 2X5 APPRENTICE LINEMAN			162.00		0.00		
			279,421.83	128 Non-voided payables listed.							

Report Setup
 AP - Accounts Payable Listing : Vendor Name
 Filter Options
 Starting: 3/21/2013
 Ending: 3/21/2013
 Banks: All
 Payable Status: Posted, Printed, ACH, Recorded, Voided
 All Vendors Selected

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
March 19, 2013	ORDINANCE NO. 2125 EASEMENT IN THE CONROY PLACE ADDITION
ORIGINATING DEPARTMENT:	TYPE OF ACTION: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION
Administration	<input type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the Council approve Ordinance No. 2125.

FISCAL NOTE:

- There is no direct cost for passing this ordinance.

DISCUSSION:

The petitioners are requesting this vacation of an easement because they want to construct a new home on or near this easement. There are no utilities currently in this easement and none a planned.

Respectfully submitted,

Glenn Rodden
City Administrator

ORDINANCE NO. 2125

AN ORDINANCE RELATING TO THE VACATION OF PLATTED UTILITY EASEMENTS IN THE CONROY PLACE ADDITION TO THE CITY OF BELOIT, MITCHELL COUNTY, KANSAS, PURSUANT TO K.S.A. 12-504.

Whereas, the owners of Lots 8, 9, 10, 11, Block 4 and Lots 5, 6, 7, 8, 9, 10, Block 5, Conroy Place Addition to the City of Beloit, Kansas have filed petitions with the City, pursuant to K.S.A. 12-504, requesting the vacation of two utility easements located on their property in the City of Beloit, Mitchell County, Kansas; and,

Whereas, notice of a hearing on said petition has been duly published, pursuant to K.S.A. 12-504; and,

Whereas, the governing body of the City of Beloit has conducted a public hearing on said petition, at the date and time set forth in the notice; and,

Whereas, following the public hearing, the governing body of the City of Beloit has determined that no private rights will be injured or endangered by the vacation of the utility easements, and that the public will suffer no loss or inconvenience thereby, and that in justice to the petitioners the request of the petitioners ought to be granted.

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

SECTION 1: That the Governing Body of the City of Beloit, Kansas, at the request of the owners of, and pursuant to K.S.A. 12-504, hereby declares the following utility easements, as described below, are hereby vacated:

A platted utility easement in Block Four (4), Conroy Place Addition to the City of Beloit, Mitchell County, Kansas, more particularly described as follows; a Fifteen foot (15.0') wide strip of ground for utility easement purposes being centered on the South Line of Lots Nine (9) and Ten (10), Block Four (4), Conroy Place Addition to the City of Beloit, Mitchell County, Kansas.

A platted utility easement in Block Five (5), Conroy Place Addition to the City of Beloit, Mitchell County, Kansas, more particularly described as follows; a Fifteen foot (15.0') wide strip of ground for utility easement purposes being centered on the South Line of Lots Eight (8), Nine (9) and Ten (10), Block Five (5), Conroy Place Addition to the City of Beloit, Mitchell County, Kansas.

A platted utility easement in Block Five (5), Conroy Place Addition to the City of Beloit, Mitchell County, Kansas, more particularly described as follows; a Fifteen foot (15.0') wide strip of ground for utility easement purposes being centered on the common line between Lots Five (5) and Six (6), Block Five (5), Conroy Place Addition to the City of Beloit, Mitchell County, Kansas.

SECTION 2: This ordinance shall take effect and be in full force from and after its adoption in the official city newspaper.

SECTION 3: This ordinance shall be filed with the Mitchell County Register of Deeds.

PASSED and ADOPTED by the Governing Body and signed by the Mayor this 19th day of March, 2013.

Tom Naasz, Mayor

Attest:

Amanda Lomax, City Clerk

REQUEST FOR COUNCIL ACTION

DATE:

March 19, 2013

TITLE:

ORDINANCE NO. 2126 AMENDING ANIMAL CODE

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend that the Council approve Ordinance No. 2126.

FISCAL NOTE:

- There is no direct cost for passing this ordinance.

DISCUSSION:

The Animal Code Amendments include the following changes:

1. Removed "warnings" from the penalties sections.
2. Removed "fines" from the penalties sections.
3. Increased the fines for the various violations and included them in the Fees Resolution.
4. Removed the "Settle out of Court" option for first time dog bite offenses, obligating the pet owner to appear in Muni Court.
5. Added the statement that Roosters are subject to the Excessive Animal Noise Prohibition.
6. Riding horses, barring certain specified exceptions, requires a Conditional Use Permit granted by the Planning Commission.
7. Removed the strict requirement that dogs must be on a leash by adding language that the animal will be on a leash or under voice control by the person controlling the animal.
8. Dogs that are reported to have bitten a person or domestic animal that has not been vaccinated against Rabies shall be impounded for 10 days for observation and the cost assessed to the pet's owner.
9. License requirement changed from 120 days of age to 6 months of age.
10. Deleted all requirements to license cats.

Added that any person convicted of animal cruelty shall not be issued a license or permitted to own animals.

Respectfully submitted,

Glenn Rodden
City Administrator

ORDINANCE NO. 2126

AN ORDINANCE SUPPLEMENTING ORDINANCE NO. 1992 BY MAKING CERTAIN AMENDMENTS TO CHAPTER II, ANIMALS AND FOWL, OF THE CODE OF THE CITY OF BELOIT, KANSAS.

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

Section 1: The following section of Article 1, Chapter II of the Beloit City Code is hereby amended as follows:

Sec. 2-104. Penalties.

(a) Wherever, in this chapter, any act is prohibited or is declared to be unlawful or the performance of any act is required or the failure to do any act is declared to be unlawful and no specific penalty or penalty range is provided by another subsection of this section, the violation of any provision in this chapter shall be punished by a fine not less than \$25.00 and not more than \$500.00, or by imprisonment for a period not exceeding six (6) months, or, by both such fine and imprisonment, at the discretion of the court. Each day any violation of this chapter continues shall constitute a separate offense.

(b) Any pet owner/custodian issued a *notice to appear* for any of the following **Level I** sections of this chapter:

- Sec. 2-201(b) Removal/disposal of dead animals
- Sec. 2-302(b)&(c) Animals prohibited/owning
- Sec. 2-304 Location of yard housing of animals
- Sec. 2-411 Animals in public building prohibited
- Sec. 2-412 Removal of animal feces required
- Sec. 2-414 Duty to report animal bites
- Sec. 2-503 Report of motor vehicles striking animals
- Sec. 2-504 Selling of certain animals prohibited
- Sec. 2-507 Killing or molesting birds
- Sec. 2-508 Retention of animals unlawfully

The fee for violations under this article shall be established by resolution.

(c) Any pet owner/custodian issued a *notice to appear* for any of the following **Level II** sections of this chapter:

- Sec. 2-403. Proper identification of cats and dogs required
- Sec. 2-404. Running at large prohibited; exemptions – when not also charged with a violation of *Sec. 2-105. Dangerous or vicious animals* occurring during the running-at-large

- Sec. 2-405. Animal nuisance activities prohibited
- Sec. 2-406. Excessive animal noise prohibited
- Sec. 2-410. Rabies vaccination of cats and dogs required
- Sec. 2-415. Proper maintenance of animal yard structures / pens required
- Sec. 2-602. Licensing of dogs required

The fee for violations under this article shall be established by resolution.

- (d) Any pet owner/custodian issued a *notice to appear* for any of the following **Level III** sections of this chapter:

- Sec. 2-301. Numbers of animals owned; exemptions
- Sec. 2-402. Animal care requirements and prohibition of animal cruelty
- Sec. 2-407. Proper confinement of cats and dogs in heat required
- Sec. 2-505. Exposing poison to animals
- Sec. 2-612. Hobby breeder's license required
- Sec. 2-701. Licensing of commercial animal establishments required

The fee for violations under this article shall be established by resolution.

- (e) Any pet owner/custodian issued a *notice to appear* for any of the following **Level IV** sections of this chapter:

- Sec. 2-105. Dangerous or vicious animals
- Sec. 2-302(a). Prohibited owning
- Sec. 2-501. Dog fighting
- Sec. 2-502. Cruelty generally

- (1) A conviction of a first offense may require any or all of the following:

- (a) appearance before the Municipal Court;
- (b) animal confinement/impoundment;
- (c) payment of fine of not less than \$100.00 and not greater than \$500.00 and any impound fees accrued; and/or
- (d) compliance with confinement requirement.

- (2) A conviction of a second or subsequent offense may require any or all of the following:

- (a) appearance before the Municipal Court;
- (b) removal of the animal from the city limits, or euthanization of the animal; and
- (c) fine of not less than \$200.00 and not greater than \$500.00 or by imprisonment for a period not exceeding six (6) months, or, by both such fine and imprisonment, at the discretion of the court, plus payment of any impound fees accrued, if applicable.

The fee for violations under this article shall be established by resolution.

- (f) If the alleged offender fails to pay the requisite fine or fails to appear in court on the date set by the *notice to appear*, then a warrant shall be issued for the arrest of the alleged offender.
- (g) Any person given a *notice to appear* because of a violation of the standing regulations of the Animal Control Officer shall not be permitted to waive trial or settle the instant alleged offense by mail.
- (h) Any person convicted of five (5) or more violations of the provisions of this chapter may be prohibited from owning any animal within the city.

Section 2: The following section of Article 3, Chapter II of the Beloit City Code is hereby amended as follows:

Sec. 2-302. Prohibited owning; exemptions.

- (a) The owning, harboring, keeping, possessing or selling of any wild, exotic, poisonous or vicious animal within the city limits is hereby prohibited.

This prohibition shall not apply to:

- (1) Those wild or exotic animals kept under a rehabilitation or scientific and exhibition permit of the Kansas Wildlife and Parks Department.
 - (2) Zoos, circuses, carnivals, veterinarian clinics in possession of such animals during treatment, educational institutions or medical institutions.
 - (3) Persons temporarily transporting such animals through the city.
- (b) The owning or keeping of any fowl within the city limits is hereby prohibited, except:
 - (1) Caged birds kept as pets within a residence structure;
 - (2) The owning or keeping of chickens shall be limited to a maximum of five (5) per residence, kept in accordance with section 2-304;
 - (3) The owning or keeping of pigeons shall be limited to a maximum of five (5) per residence, kept in accordance with section 2-304;
 - (4) Other domestic fowl, kept in accordance with section 2-302(c)(2).
 - (5) Roosters are subject to section 2-406, Excessive Animal Noise Prohibited.
 - (c) No livestock, including but not limited to horses, mules, cattle, sheep, goats, and

swine, shall be owned, kept or maintained within the city limits, except:

- (1) Horses which are used for riding purposes may be stabled within the city limits only in designated areas which have been given a Conditional Use Permit for the purpose by the City Clerk. Such designated areas, for the purpose of health and sanitation, shall be under the supervision of the Animal Control Officer. If at any time such designated areas shall become a nuisance or a fly-breeding or rat-infested area, the Animal Control Officer shall have the authority to revoke such special permit within ten (10) days after notifying the City Council; or
- (2) Livestock in conjunction with veterinarian clinics, livestock auctions, livestock shows, rodeos, parades, and fairs are permitted.
- (3) Individuals who own or maintain livestock, or property used for the keeping and maintenance of livestock within the city limits when the Animal Code is adopted may continue to own, keep or maintain such livestock.

Section 3: The following sections of Article 4, Chapter II of the Beloit City Code are hereby amended as follows:

Sec. 2-404. Running-at-large prohibited; exemptions.

Every owner/custodian shall ensure that the animal is kept under restraint and that reasonable care and precautions are taken to prevent the animal from leaving, while unattended, the premises of its owner/custodian. It shall be unlawful for any owner/custodian to fail to prevent such animal from running-at-large within the City at any time. Any animal shall be deemed running-at-large when such animal is not:

- (a) inside a resident structure, secure fence, or pen; or
- (b) on a leash or under voice control by a person controlling such animal; or
- (c) tethered in such a manner as to prevent its crossing outside the premises of the owner/custodian onto public property, public right-of-way, or private property owned by any person other than the owner/custodian.

Sec. 2-413. RESERVED.

Sec. 2-414. Duty to report animal bites.

The owner/custodian, as defined in this chapter, of any animal shall immediately report to the animal pound, health department, hospital or police department any incident in which the animal has actually bitten any person or domestic animal, regardless of circumstances, and shall cause the animal to be confined in a secure enclosure or building until an investigation is conducted by the proper authority. In the case where the animal is not current on its rabies

vaccinations, the animal will be impounded and confined in the city pound for a period of ten (10) days for observation. The cost for this confinement will be borne by the animal's owner/custodian.

Section 4: The following sections of Article 6, Chapter II of the Beloit City Code are hereby amended as follows:

Sec. 2-602. License required.

It shall be the duty of any person owning or keeping in the city any dog over six (6) months of age to license such dog with the City Clerk, or her/his designee, and to renew such license upon expiration. The licensing period shall begin on January 1 and expire on December 31 of each year.

Sec. 2-603. Exemptions.

- (a) Any other section of this chapter notwithstanding, the license provision of this chapter, shall not apply to any nonresident owner/custodian of any dog while such person is passing through the city, provided such dog shall remain on a leash or otherwise effectively restrained while within the city.
- (b) No license fee shall be charged to any owner/custodian of a dog trained and being used as an assist dog.

Sec. 2-604. Fees.

Pet owners are encouraged to spay or neuter their pets before they reach licensing age. The fee for failure to spay or neuter their pets shall be established by resolution.

Sec. 2-605. Procedure.

- (a) Licensing shall be accomplished at the office of the City Clerk as follows:
 - (1) between December 1 of the expiring year and January 31 of the licensing year;
 - (2) within thirty (30) days of a dog reaching the age of required licensing;
 - (3) within thirty (30) days of an owner/custodian acquiring a dog of required licensing age;
 - (4) within thirty (30) days after an owner/custodian of a dog of required licensing age moves into the city.
- (b) The City Clerk may between December 1 and December 31 of each year, cause notice to be given of the licensing period for dogs by publication once in the official city newspaper.

Sec. 2-606. Issuance of Licensing.

The City Clerk shall issue a license to the owner/custodian upon presentation of:

- (1) A certificate of vaccination and spay/neuter status issued by a licensed veterinarian within the twelve (12) months prior to the date of licensing; and
- (2) Payment of the prescribed license fees.

Sec. 2-607. Receipt constitutes certificate of registry.

The receipt issued for the license shall constitute a certificate of registry and evidence of authorization for the keeping of such dog within the city and shall be valid for the license period.

Sec. 2-608. Licensed in name of household head.

All dogs maintained in any household shall be licensed in the name of the household head.

Sec. 2-609. Tags.

- (a) At the time of the issuance of a certificate of registry for a dog which is not currently licensed within the City of Beloit, the City Clerk shall deliver therewith a license tag bearing the license number of such certificate. The tag shall be kept on the animal as required in section 2-403 of this chapter.
- (b) A replacement for a lost, stolen or damaged tag, during the current license period, shall be furnished by the City Clerk at an additional charge.
- (c) Upon change of animal owner/custodianship, any person acquiring any dog currently licensed with the city shall apply to the City Clerk to transfer such license to his/her name and no fee shall be charged.
- (d) A new license tag shall not be issued with each renewal, unless the previous tag is lost, stolen, damaged or becomes unreadable. The certificate of registry will show the license number of the current tag.

Sec. 2-610. City Clerk to maintain file of registry certificates.

The City Clerk shall keep on file a copy of all certificates of registry issued within the preceding thirty-six (36) months. Such certificates shall include, but not be limited to, the following information: The owner/custodian's name, address, and telephone number; an alternate telephone number; a description of the dog, including name, breed, color, age, weight, sex and neutered or un-neutered status; the number of the license certificate and tag issued; and the expiration date of the license.

Sec. 2-611. Late Licensing Fee.

A late license fee shall be established by resolution.

Sec. 2-613. Denial, revocation and reinstatement.

- (a) Withholding or falsifying information on a license application shall be grounds for denial or revocation of such license.
- (b) Any person having been denied a license may not reapply for a period of thirty (30) days. Each reapplication shall be accompanied by a fee established by resolution.
- (c) No person who has been convicted of cruelty to animals shall be issued a license or permitted to own/keep any animal within the city.
- (d) It shall be a condition of the issuance of any license that the Animal Control Officer shall be permitted to inspect all animals and all premises where animals are kept at any reasonable time. If permission for such inspection is refused, the Animal Control Officer shall revoke the license.
- (e) Any license issued shall be subject to revocation in the event such licensee shall fail to comply with the terms and conditions of such license, or if the activity licensed becomes a nuisance, health hazard, or detriment to the safety and welfare of residents of the city.
- (f) Any person whose license is revoked shall, within ten (10) days thereafter remove the animals owned or kept from the limits of this city, or surrender any animal owned or kept to the Animal Control Officer, who shall determine its disposition, and no part of the license or licensing fee shall be refunded.
- (g) Any person aggrieved by the denial or revocation of a license may appeal to the City Council, who may issue, reinstate, or affirm the denial of such license or licensing.

Section 5: This Ordinance shall take effect and be in full force from and after its passage and one publication in the official city newspaper.

PASSED and ADOPTED by the Governing Body and signed by the Mayor this 5th day of March, 2013.

Tom Naasz, Mayor

ATTEST:

Amanda J. Lomax, City Clerk

REQUEST FOR COUNCIL ACTION

DATE:

March 19, 2013

TITLE:

RESOLUTION 2013-4 REFINANCING POOL REVENUE BOND

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend that the Council approve Resolution 2013-4.

FISCAL NOTE:

- There is no direct cost for passing this resolution.

DISCUSSION:

Passing this resolution authorizes Piper Jaffray & Company to refinance our exiting Public Building Revenue Bonds that were issued two years for the construction of the new swimming pool. Refinancing will take place when market conditions are favorable to the city.

Respectfully submitted,

Glenn Rodden
City Administrator

RESOLUTION NO. 2013-4

RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF REFUNDING REVENUE BONDS (SWIMMING POOL PROJECT) OF THE BELOIT PUBLIC BUILDING COMMISSION.

WHEREAS, pursuant to K.S.A. 12-1757 *et seq.* and Charter Ordinance No. 8 of the City (collectively, the "Act"), the Beloit Public Building Commission (the "PBC") has the authority to issue revenue bonds for the purpose of providing funds to acquire land and facilities of a revenue producing character, and to lease such facilities to the City of Beloit, Kansas (the "City"); and

WHEREAS, the Act and K.S.A. 10-116a also authorizes the PBC to issue its refunding revenue bonds to refund any previously issued PBC revenue bonds; and

WHEREAS, pursuant to the Act, the PBC has previously issued its Revenue Bonds, Series 2011 (Swimming Pool Project) in the original principal amount of \$4,435,000, all of which remains outstanding (the "Series 2011 Bonds"), to pay the costs of constructing and equipping a new community swimming pool in the City of Beloit, Kansas (the "Project"); and

WHEREAS, the Project is leased by the PBC to the City pursuant to a Lease Agreement dated as of September 15, 2011 (the "Lease"); and

WHEREAS, the Series 2011 Bonds are limited obligations of the PBC, payable solely from the revenues derived by the PBC pursuant to the Lease; and

WHEREAS, due to changing market conditions, it may be beneficial to the PBC and the City to authorize the PBC to issue refunding revenue bonds to advance refund a portion of the outstanding Series 2011 Bonds in order to achieve interest cost savings; and

WHEREAS, the outstanding Series 2011 Bonds maturing on and after April 1, 2018 are subject to optional redemption upon instructions from the City at any time on or after April 1, 2017, at a redemption price equal to the par value of the principal amount of such Series 2006 Bonds being redeemed, together with any interest accrued but unpaid thereon to the date fixed for redemption and payment, without premium; and

WHEREAS, the governing body of the City hereby finds and determines that the Series 2011 Bonds maturing on and after April 1, 2018 in the aggregate principal amount of \$3,670,000 (the "Refunded Bonds") should be called for early redemption, subject to the conditions hereinafter set forth; and

WHEREAS, due to the volatile nature of the municipal bond market and the desire of the City to achieve maximum benefit of timing of the sale of said refunding bonds, the governing body desires to authorize the Mayor to confirm the sale of such refunding bonds, if necessary, prior to the next meeting of the governing body to adopt the necessary ordinance approving the issuance thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BELOIT, KANSAS AS FOLLOWS:

Section 1. The PBC is hereby requested to proceed with the offering for sale of the PBC's Refunding Revenue Bonds (Swimming Pool Project) (the "Refunding Bonds"), in one or more series, in accordance with the presentation made by Piper Jaffray & Co. (the "Purchaser") this date. The offering for sale of the Refunding Bonds shall be accomplished in consultation with the City Administrator, the City Clerk, the Secretary of the PBC, Gilmore & Bell, P.C. ("Bond Counsel"), and the Purchaser. The confirmation of the sale of the Refunding Bonds shall be subject to the execution of a bond purchase agreement between the Purchaser, the PBC and the City and the adoption of a resolution by the PBC authorizing the issuance of the Refunding Bonds and the execution of various documents necessary to deliver the Refunding Bonds. The Mayor is hereby authorized to execute the Bond Purchase Agreement subject to the following parameters: (a) principal amount not to exceed \$4,350,000; and (b) the present value savings associated with refunding the Refunded Bonds shall be not less than 3.00% of the outstanding principal of the Refunded Bonds.

Section 2. The Purchaser, in conjunction with the City Clerk, the City Administrator, the Secretary of the PBC and Bond Counsel, is hereby authorized to cause to be prepared a Preliminary Official Statement relating to the Refunding Bonds. The City hereby consents to the use and public distribution by the Purchaser of the Preliminary Official Statement in connection with the offering for sale of the Refunding Bonds.

Section 3. For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (the "Rule"), the Mayor and City Clerk or other the appropriate officers of the City are hereby authorized: (a) to approve the form of said Preliminary Official Statement, and to execute the "Certificate Deeming Preliminary Official Statement Final," in substantially the form attached hereto as *Exhibit A*, as approval of the Preliminary Official Statement, such official's signature thereon being conclusive evidence of such official's and the City's approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to certain national repositories and the Municipal Securities Rulemaking Board, as applicable; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary; to enable the Purchaser to comply with the requirement of the Rule.

Section 4. The Mayor, City Administrator, City Clerk and the other officers and representatives of the City, the Purchaser and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Refunding Bonds.

Section 6. This Resolution shall be in full force and effect from and after its adoption.

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ADOPTED by the governing body of the City of Beloit, Kansas on March 19, 2013.

(SEAL)

ATTEST:

Mayor

City Clerk

EXHIBIT A

**CERTIFICATE REGARDING
PRELIMINARY OFFICIAL STATEMENT**

[POS Date]

To: Piper Jaffray & Co.
Leawood, Kansas

Re: Beloit Public Building Commission Refunding Revenue Bonds, Series 2013
(Swimming Pool Project)

Ladies and Gentlemen:

The undersigneds are the duly acting Mayor and City Clerk of the City of Beloit, Kansas (the "City"), and are authorized to deliver this Certificate to the addressee (the "Purchaser") on behalf of the City. The Beloit Public Building Commission has heretofore caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement"), relating to the above-referenced bonds (the "Bonds").

The City hereby deems the information regarding the City contained in the Preliminary Official Statement to be accurate as of its date, except for the omission of certain information such as offering prices, interest rates, selling compensation, principal per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters.

Very truly yours,

CITY OF BELOIT, KANSAS

By: _____
Title: Mayor

By: _____
Title: City Clerk

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
March 19, 2013	HANGER AGREEMENT WITH TRAVIS LATTIN
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 enclosed agreement with Travis Lattin.

FISCAL NOTE:

- The city will incur the cost of demolishing the existing building.

DISCUSSION:

This is an agreement between the City of Beloit and Travis Lattin for the construction of a new hangar at the Moritz Airport. The terms of the agreement follow the discussion at a previous council meeting when Mr. Lattin presented his proposal for this project.

Respectfully submitted,

Glenn Rodden
City Administrator

**CONTRACT FOR DEMOLITION AND CONSTRUCTION
OF HANGAR AT MORITZ MEMORIAL AIRPORT**

THIS CONTRACT made, effective as of the 19th day of March, 2013, by and between the City of Beloit, Kansas, a municipal corporation, hereinafter referred to as "City", and Travis W. Lattin, second party, hereinafter referred to as "Lattin".

WHEREAS, Lattin is currently the contracted Operator of the Moritz Memorial Airport under a 5-year Fixed Base Operation Contract dated February 2012.

WHEREAS, as Operator of the Moritz Memorial Airport, Lattin currently has exclusive use and control of a 70' x 70' white cinder block hangar which is approximately 70 years old and in a state of disrepair.

WHEREFORE, the parties desire to enter into an agreement for the demolition of the 70' x 70' cinder block hangar and the construction of a new hangar.

In consideration of mutual promises, the parties agree as follows:

1. **DEMOLITION.** The parties agree that the City will pay for the demolition of the current structure. The City will use its own crew or contract with a third party for the demolition. The City, or independent contractor, shall demolish the building and remove the footings, leaving the concrete pad under the current building. Demolition of the current structure shall be completed on or before June 15, 2013.
2. **CONSTRUCTION.** The parties agree that Lattin will pay for the construction of a new hangar, unless where otherwise noted in this contract. Lattin will select a contractor and contract with said contractor for the construction of the hangar. Said hangar shall have the following minimum specifications: at least 80 feet x 90 feet; metal framed; fully insulated; full concrete floor; electrical and plumbing service; electric folding door. Construction of

the new hangar shall be completed on or before October 1, 2013. The City shall pay for and be responsible for bringing sewer, water, electrical, and gas service to the new hangar. The parties agree that sewer installation need not be completed by October 1, 2013, and installation shall be scheduled accordingly with the City's wastewater department.

3. **SALE UPON COMPLETION.** Upon completion of the hangar, the parties agree that they will enter into a contract for the sale of the hangar to the City for a nominal amount. The parties will then enter into a 25-year lease agreement whereby Lattin will lease the hangar from the City for \$100 per year. Said lease agreement shall be fully transferrable.
4. **INSURANCE, UTILITIES, AND MAINTENANCE.** Lattin shall be responsible for payment on all utilities for the structure, during construction and during the term of his lease. At all times, Lattin shall maintain liability and property damage insurance for his business activities and the contents of the building. Lattin will ensure that any contractor has and maintains general liability insurance. During construction and upon completion of the building, the City shall insure the structure. The City shall be responsible for maintenance and upkeep of the structure. The parties agree that should the hangar be destroyed due to an act of God, the City will replace the building within a period of six (6) months.
5. **ENTIRE AGREEMENT AND CONTACT PRIOR TO COMPLETION.** This Contract constitutes the entire agreement between the parties concerning the demolition and construction of a hangar at Moritz Memorial Airport, and any prior understanding or representation of any kind preceding the date of this Contract shall not be binding on either party except to the extent incorporated in this Contract. Lattin shall contact the City Attorney at least one month prior to completion of the hangar to allow time for the Contract

for the Sale of the Hangar and Lease Agreement to be drafted.

IN WITNESS WHEREOF, each party to this Contract has caused it to be executed at
Beloit, Mitchell County, Kansas.

The City of Beloit, Kansas

By _____
Tom Naasz, Mayor

ATTEST:

Amanda Lomax, City Clerk

Travis W. Lattin

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
March 19, 2013	HANGER LEASE WITH FARMWAY COOP, INC
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 Council approve enclosed hanger lease with Farmway Coop, Inc.

FISCAL NOTE:

- There is no cost associated with this item.

DISCUSSION:

Farmway Coop, Inc. would like to assume the lease for an airport hangar that we currently have with Jim Rome. The terms of the lease will remain.

Respectfully submitted,

Glenn Rodden
City Administrator

HANGAR AND GROUND SPACE LEASE AGREEMENT
(Services to Public Allowed)

THIS HANGAR AND GROUND SPACE LEASE AGREEMENT (Agreement), made and entered into as of the 19th day of March, 2013, by and between the CITY OF BELOIT, KANSAS, a municipal corporation, (City), hereinafter referred to as Lessor, and Farmway Co-op, Inc., (Tenant), hereinafter referred to as Lessee.

WITNESSETH, the purpose of this lease instrument is to express a new agreement between the parties, all for the purpose of achieved satisfactory requisites of state and federal regulations incident to the operation and management of the Moritz Memorial Airport; and

FURTHER WITNESSETH, that Lessee owns a building on real estate owned by the City of Beloit and operates a business from real estate owned by the City, and Lessor leases to the Lessee, to-wit:

Article 1. Exclusive Use of Premises

1. Lessor hereby leases to Lessee and grants Lessee exclusive use of the following premises: 87' x 64' parcel ("Site No. 6"), 80' x 115' Ground Space ("Ground A"), and 100' x 115' Ground Space ("Ground B" formerly "Site #9") as shown on the attached diagram marked Exhibit "A."

Article 2. Rental

1. Lessee shall pay to Lessor as rental for said premises the sum of \$1,575.00 per year, payable in advance, commencing on the 1st day of June, 2013, and on the 1st day of each June thereafter during the term of this lease. Lessee shall be in default, as provided in Article 9, if any annual rental payment has not been delivered to or received by Lessor within ten (10) days of the date on which it is due. In the event Lessee has failed to pay the rent and other monies due to Lessor before the date due, Lessee shall owe, as additional rent, a late charge equal to one and one-half percent (1½%) of all money due and owing, in addition to any other remedy available to Lessor by reason of such default. Said rental is calculated as follows:

Site No. 6: 10,788 sq. ft. x \$.05 = \$539.40
Ground A: 9,200 sq. ft. x \$.05 = \$460.00
Ground B: 11,500 sq. ft. x \$.05 = \$575.00

Article 3. Term

1. The term of this lease shall be a period of three (3) years commencing June 1, 2013, and terminating on the 31st day of May, 2016.

Article 4. Option to Renew

1. In the event Lessee has fully performed all the provisions of this lease required of it, this lease shall automatically renew for a five (5) year term following the original term hereof; unless either party notifies the other 90 days prior to the end of the original term or renewal term of its desire to not renew.

2. The rental amount shall be subject to negotiation at the request of either, or both, parties, which negotiation shall be done prior to the right of the parties to give written notice of intent to cancel.

3. Except of the rental rate, all agreements and conditions in this lease shall have the same force and effect for each renewal term as for the original term unless the parties otherwise agree in writing.

Article 5. Lessee's Covenants

1. Lessee hereby agrees to comply with the following agreements:

a. To use the hangar only to house aircraft along with any necessary aircraft parts and support equipment associated with the aircraft. Such aircraft to be airworthy, or actively being repaired or assembled with the intent on becoming airworthy, except Lessee may use no more than an aggregate of 50% of the total square footage of the leased hangar for non-related items other than aircraft related items, provided such non-related items comply with all the provisions and restrictions contained herein.

b. To store no gasoline, explosives or flammable materials in the hangar, or any other hazardous material or substance, including any such items that violates applicable building codes, fire codes or Airport Rules and Regulations.

c. To not use in the hangar, under any circumstances, while the hangar is occupied or unoccupied, any space heater, including engine pre-heaters, either electric, kerosene, or of any other type, except those which are approved/allowed by the FAA, Underwriters Laboratories, and local fire and building codes.

d. To not conduct repairs or maintenance on any aircraft which exceeds the provisions and/or restrictions of any appropriate Federal Aviation Regulation (FAR), provided, also, that no business activities shall be conducted in any hangar.

e. Lessee shall comply with all statutes, ordinances, and other governmental regulations. All activities conducted on the leased premises, or any other activities conducted by Lessee on or about the Airport shall conform with acceptable safety standards. Applicable FAA standards, and local building and fire codes shall be used as a guide.

f. Lessee agrees to provide a key to Lessee's hangar to Lessor so that in the event of an emergency situation, Lessor can enter the Lessee's hangar to deal with such emergency.

g. Lessee agrees to comply with all applicable Kansas bulk storage containment and secondary containment laws and regulations with regard to bulk storage of chemicals.

Article 6. Utilities and Maintenance

1. Lessee shall be responsible for the installation of, and service charges for, all utilities. Utility installations shall comply with all applicable ordinance and code requirements of City. Only one (1) meter per hangar shall be allowed.

2. Lessor shall mow the area around each site described in Article 1 and remove snow from in front of the hangar located thereon.

Article 7. Renter's Insurance

1. At all times Lessee occupies the premises Lessee shall maintain comprehensive general liability insurance, with liability limits no less than One million dollars (\$1,000,000.00) insuring the Lessee against claims for injury, wrongful death or property damage occurring on the rented premises. Lessor provides no coverage for Lessee's property stored on the premises and any insurance and/or loss incurred will be the sole responsibility of Lessee. Lessee shall provide a certificate of coverage to comply with this section naming Lessor as secondary insured.

Article 8. Inspections

1. Lessor reserves the right to make periodic inspection of the premises and, should any fire hazards, nuisances or other objectionable conditions exist upon the premises herein leased or subject to the control of Lessee, then Lessee agrees to abate the same within ten (10) days after receiving written notice thereof as specified in Article 9 regarding a breach of agreement.

Article 9. Forfeiture and Termination

This Lease shall terminate:

1. Upon notification from either party of an intent to cancel this Agreement when notification is given 90 days prior to the end of the original term or any renewal term.

2. Should Lessee fail to make any payment required hereunder within ten (10) days of its due date, or should Lessee fail to initiate corrective action and complete in a timely manner by diligent endeavors to remedy any other condition or event of default of this Lease within ten (10) days of service by Lessor of a written notification specifying the nature of Lessee's default or breach and stating that the Lease shall terminate automatically on the date specified in the notice unless such breach has been cured by such date.

Article 10. Surrender of Premises

1. Upon the expiration of the term herein provided or any prior termination, Lessee shall surrender quiet and peaceful possession of the leased premises to Lessor in as good condition as the same now are, reasonable wear and tear expected. Lessee shall remove its property and equipment from the premises and shall at its own expense, repair and restore any damage caused by the removal of such property and equipment. In the event Lessee continues to occupy the premises beyond termination date, whether with or without the consent of Lessor, Lessee shall have continuing responsibility and liability to Lessor for the rental value of the leased premises and the improvements thereon during such additional time at the full, fair rental rate then in effect, although in no event less than the amount of the last applicable rental rate under this Lease.

2. Any personal property of Lessee which is not removed from the premises on or before the termination date shall be deemed abandoned and title thereto shall thereupon vest in Lessor.

3. As an exception to the foregoing, Lessee shall have up to sixty (60) days following the expiration of the lease term in order to remove its machinery, equipment, and property from the leased premises; provided, however, that Lessee shall be responsible for paying the then applicable monthly rent for each calendar month in which Lessee's property remains upon the leased premises. At the end of such sixty (60) day period, any such machinery, equipment or other property of Lessee continuing to remain on the property shall be deemed to be abandoned and shall be and become the property of Lessor. As provided in Article 12, within an additional 60 days, Lessee shall have the right to remove the hangar from the premises, unless Lessee elects to sell the hangar, renew, sublease or assign the lease. Failure to remove or sell the hangar, renew, sublease or assign the lease within the additional 60 days will result in the abandonment of the hangar to the Lessor.

Article 11. Modifications for Granting FAA Funds

1. In the event that the Federal Aviation Administration requires modifications or changes to this agreement as a condition precedent to granting of funds for the improvement of the Airport, Lessee agrees to consent to such reasonable amendments, modification, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required to enable Lessor to obtain said Federal Aviation Administration funds, provided that in no event shall such changes materially impair the rights of Lessee hereunder or materially increase its obligations.

Article 12. Mutual Agreements of the Parties

It is further mutually agreed by Lessor and Lessee:

1. Lessee shall have exclusive use of the hangar site and the non-exclusive use of the runways of Moritz Memorial Airport for take-offs and landings of airplanes and the privilege to purchase gasoline, oil and other like products.

2. Lessee shall not sublease or assign this lease without the written consent of Lessor; further, written notice shall be given to the Lessor of any sale of the hangar comprehended by the Lessee.

3. Lessee may remove the hangar from the leased premises at the end of this lease. Lessee agrees to keep said premises in a clean and presentable condition, and further, not to use or allow the use of said premises for any other purpose than herein stated and in conformity to all Federal and State airport laws and regulations.

4. Lessor reserves the right (but shall not be obligated to Lessee) to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.

5. Lessor reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance.

6. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected any building or other structure on the airport which in the opinion of the Lessor would limit the usefulness of the airport or constitute a hazard to aircraft.

7. During time of war or national emergency Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

8. It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.

9. There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the airport.

10. This agreement shall become subordinate to provisions of any existing or future agreement between the Lessor and the United States of America or any agency thereof relative to the operation, development, or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

11. This agreement shall extend to and be binding upon the heirs, executors,

administrators, trustees, receivers, and assigns of the parties hereto.

12. The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

13. It is hereby agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 308 of the Federal Aviation Act of 1958, as amended, and the Lessor reserves the right to grant to others the privilege and right of conducting any one or all activities of the aeronautical nature.

14. Lessee agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Lessee may make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

Article 13. Invalid Provisions

1. It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either Lessor or Lessee in their respective rights and obligations contained in the valid covenants, conditions or provision in this agreement.

IN WITNESS WHEREOF the parties have executed the Hangar and Ground Space Lease Agreement the day and year first above written.

Lessee:

Lessor:

FARMWAY CO-OP, INC.

CITY OF BELOIT, KANSAS

By _____
Art Duerkson, President

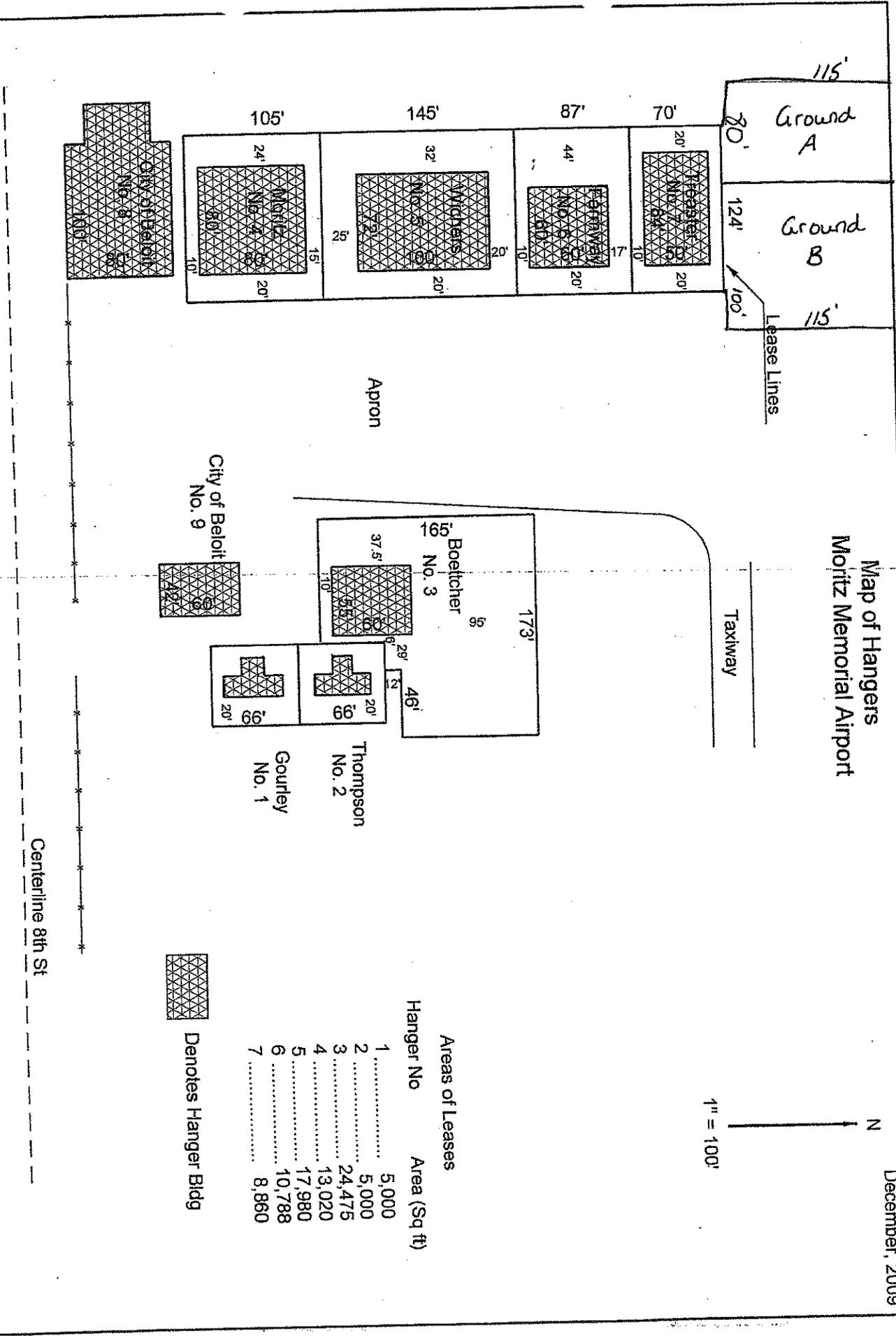
By _____
Tom Naasz, Mayor

ATTEST:

Amanda M. Lomax, City Clerk

Map of Hangers
Moritz Memorial Airport

December, 2009



Areas of Leases

Hanger No	Area (Sq Ft)
1	5,000
2	5,000
3	24,475
4	13,020
5	17,980
6	10,788
7	8,860

Denotes Hanger Bldg



Centerline 8th St

REQUEST FOR COUNCIL ACTION

DATE:

March 19, 2013

TITLE:

KMU VOTING DELEGATES

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend that the Council appoint City Administrator Glenn Rodden and City Electric Utility Director Ronald Sporleder as voting delegates.

FISCAL NOTE:

- There is no cost associated with this item.

DISCUSSION:

Kansas Municipal Utilities is requesting that the City of Beloit appoint two voting delegates to the annual meeting scheduled for May. I recommend appointing the city administrator as the voting delegate and the director of the city electric utility company as the alternate voting delegate.

Respectfully submitted,

Glenn Rodden
City Administrator



**KANSAS
MUNICIPAL
UTILITIES**

101 ½ N. Main • McPherson, KS 67460
620.241.1423 ph • 620.241.7829 fx
email - kmu@kmunet.org • www.kmunet.org

March 1, 2013

Glenn Rodden, City Administrator
City of Beloit
PO Box 567
Beloit, KS 67420

Dear Glenn:

As a member of Kansas Municipal Utilities (KMU), your city/utility has the opportunity to participate in planning and defining the direction for your state association which is dedicated to advancing the interests of municipal utilities in Kansas. KMU and its member utilities are working together for the advancement and protection of municipally-owned utilities and the citizens, businesses and industries that they serve.

KMU will be moving forward on the priority interests of its membership over the next several years. With KMU being a member-driven organization, it is important to have the input and involvement of the full membership. Many of these decisions may come with a price tag that could affect dues and/or fees for service.

The KMU Board of Directors has asked that every municipal member of KMU participate in the Annual Business Meeting of the association. The Annual Business Meeting will be held in conjunction with the KMU Annual Conference at the Hyatt Regency in Wichita (400 W. Waterman) on Friday, May 10, 2013, at 9:30 a.m. Although not required, each delegate (and alternate) is encouraged to register and attend the full conference.

Every KMU member community has the opportunity to appoint one voting delegate and an alternate to conduct the business of the association. Enclosed is a form for each KMU member to name its voting delegate and an alternate to represent your community and its utilities in the affairs of the association at the KMU Annual Business Meeting. After approval of the voting delegate and alternate by the governing body of your city/utility, the form is to be returned to KMU by April 15, 2013.

Only through member involvement can KMU be successful. We would like to thank your city and its utilities for your continued support as we work to leverage our municipal utility resources through KMU for the benefit of our communities and the owner-consumers that we serve.

Sincerely,

Colin Hansen
KMU Executive Director

Enclosure



**Designation of Voting Delegate
to the
2013 Annual Meeting of Kansas Municipal Utilities**

_____ (city/utility)
hereby designates the following individuals as a Voting Delegate and Alternate Voting Delegate to the Annual Meeting of Kansas Municipal Utilities to be conducted in Wichita, Kansas on May 10, 2013.

- Voting Delegate: _____ (name)
_____ (title)

- Alternate Voting Delegate: _____ (name)
_____ (title)

(The Alternate Voting Delegate will only vote in the absence of the Voting Delegate at the Annual Meeting of Kansas Municipal Utilities)

The individual(s) named above have been approved by the governing body at a meeting conducted on _____ (date).

ATTEST:

_____ (city clerk/board secretary)

_____ (date)

Please return by April 15, 2013 to:
Kansas Municipal Utilities
101 ½ N. Main Street
McPherson, KS 67460

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
March 19, 2013	SIGNING CPS CONTRACTS
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 make a motion to allow the mayor to sign all closing documents for the contract between CPS and the City of Beloit for the sale of land near the city's waste-water treatment plant.

FISCAL NOTE:

- There is no cost associated with this item.

DISCUSSION:

The title company working on this contract has requested documentation confirming that the mayor has the authority to sign closing documents for this transaction. Closing is scheduled for Wednesday, April 3rd.

Respectfully submitted,

Glenn Rodden
City Administrator

PUBLIC BUILDING COMMISSION MEETING MINUTES
June 19, 2012

The Public Building Commission met in regular session on June 19, 2012 in the Council Chambers. Those in attendance were Tom Naasz, Kent Miller, and Matt Otte.

Commissioner Tom Naasz called the meeting to order at 7:27 p.m.

A motion was made by Commissioner Miller and seconded by Commissioner Naasz to appoint Commissioner Matt Otte as Chair of the Public Building Commission. Motion carried 3-0. Nays: None.

A motion was made by Commissioner Naasz and seconded by Commissioner Miller to approve August 23, 2011 meeting minutes. Motion passed 3-0. Nays: None

A motion was made by Commissioner Miller and seconded by Commissioner Naasz to approve the Notice to Repository of Failure to File Annual Report. Motion carried 3-0. Nays: None.

A motion was made by Commissioner Naasz and seconded by Commissioner Miller to adjourn the meeting. Motion passed 3-0. The meeting ended at 7:29 p.m.

President

ATTEST:

Secretary

RESOLUTION NO. 2013-1

RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF REFUNDING REVENUE BONDS (SWIMMING POOL PROJECT) OF THE BELOIT PUBLIC BUILDING COMMISSION.

WHEREAS, pursuant to K.S.A. 12-1757 *et seq.* and Charter Ordinance No. 8 of the City of Beloit, Kansas (collectively, the "Act"), the Beloit Public Building Commission (the "PBC") has the authority to issue revenue bonds for the purpose of providing funds to acquire land and facilities of a revenue producing character, and to lease such facilities to the City of Beloit, Kansas (the "City"); and

WHEREAS, the Act and K.S.A. 10-116a also authorizes the PBC to issue its refunding revenue bonds to refund any previously issued PBC revenue bonds; and

WHEREAS, pursuant to the Act, the PBC has previously issued its Revenue Bonds, Series A, 2011 (Swimming Pool Project) in the original principal amount of \$4,435,000, all of which remains outstanding (the "Series 2011 Bonds"), to pay the costs of constructing and equipping a new community swimming pool in the City of Beloit, Kansas (the "Project"); and

WHEREAS, the Project is leased by the PBC to the City pursuant to a Lease Agreement dated as of September 15, 2011 (the "Lease"); and

WHEREAS, the Series 2011 Bonds are limited obligations of the PBC, payable solely from the revenues derived by the PBC pursuant to the Lease; and

WHEREAS, due to changing market conditions, it may be beneficial to the PBC and the City to authorize the PBC to issue refunding revenue bonds to refund a portion of the outstanding Series 2011 Bonds in order to achieve interest cost savings; and

WHEREAS, the outstanding Series 2011 Bonds maturing on and after April 1, 2018 are subject to optional redemption upon instructions from the City at any time on or after April 1, 2017, at a redemption price equal to the par value of the principal amount of such Series 2006 Bonds being redeemed, together with any interest accrued but unpaid thereon to the date fixed for redemption and payment, without premium; and

WHEREAS, the governing body of the City has requested that the Series 2011 Bonds maturing on and after April 1, 2018 in the aggregate principal amount of \$3,670,000 (the "Refunded Bonds") be called for early redemption; and

WHEREAS, the PBC hereby finds and determines that it is advisable that the Refunded Bonds be called for early redemption and payment and that refunding revenue bonds be issued by the PBC pursuant to the Act in one or more series for the benefit of the City, subject to the conditions hereinafter set forth; and

WHEREAS, the PBC hereby selects the firm of Piper Jaffray & Co., Leawood, Kansas (the "Purchaser"), as underwriter for said refunding bonds; and

WHEREAS, the PBC desires to authorize the Purchaser to proceed with the offering for sale of said refunding bonds; and

WHEREAS, one of the duties and responsibilities of the PBC is to prepare and distribute a preliminary official statement relating to said refunding bonds; and

WHEREAS, the PBC desires to authorize the Purchaser, in conjunction with the Secretary, the City Administrator and the City Clerk, to proceed with the preparation and distribution of a preliminary official statement and all other preliminary action necessary to sell said refunding bonds; and

WHEREAS, due to the volatile nature of the municipal bond market and the desire of the PBC to achieve maximum benefit of timing of the sale of said refunding bonds, the governing body desires to authorize the President to confirm the sale of such refunding bonds, if necessary, prior to the next meeting of the PBC to adopt the necessary resolution providing for the issuance thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE BELOIT PUBLIC BUILDING COMMISSION AS FOLLOWS:

Section 1. The Purchaser is hereby authorized to proceed with the offering for sale of the PBC's Refunding Revenue Bonds (Swimming Pool Project) (the "Refunding Bonds"), in one or more series, in accordance with the presentation made by the Purchaser this date. The offering for sale of the Refunding Bonds shall be accomplished in consultation with the Secretary, the City Administrator, the City Clerk, Gilmore & Bell, P.C. ("Bond Counsel"), and the Purchaser. The confirmation of the sale of the Refunding Bonds shall be subject to the execution of a bond purchase agreement between the Purchaser, the PBC and the City, and the adoption of a resolution by the PBC authorizing the issuance of the Refunding Bonds and the execution of various documents necessary to deliver the Refunding Bonds. The President is hereby authorized to execute the Bond Purchase Agreement subject to the following parameters: (a) principal amount not to exceed \$4,350,000; and (b) the present value savings associated with refunding the Refunded Bonds shall be not less than 3.00% of the outstanding principal of the Refunded Bonds.

Section 2. The Purchaser, in conjunction with the Secretary, the City Administrator, the City Clerk and Bond Counsel, is hereby authorized to cause to be prepared a Preliminary Official Statement relating to the Refunding Bonds. The PBC hereby consents to the use and public distribution by the Purchaser of the Preliminary Official Statement in connection with the offering for sale of the Refunding Bonds.

Section 3. For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (the "Rule"), the President and Secretary or other the appropriate officers of the PBC are hereby authorized: (a) to approve the form of said Preliminary Official Statement, and to execute the "Certificate Deeming Preliminary Official Statement Final," in substantially the form attached hereto as *Exhibit A*, as approval of the Preliminary Official Statement, such official's signature thereon being conclusive evidence of such official's and the PBC's approval thereof; (b) covenant to provide or cause the City to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to certain national repositories and the Municipal Securities Rulemaking Board, as applicable; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary; to enable the Purchaser to comply with the requirement of the Rule.

Section 4. The PBC agrees to provide to the Purchaser within seven business days of the date of the purchase contract for the Refunding Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 5. The President, Secretary and the other officers and representatives of the PBC, the Purchaser and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Refunding Bonds, including execution of an Underwriting Agreement with the Purchaser.

Section 6. The officers and representatives of the PBC are hereby authorized and directed to take such action as may be necessary, after consultation with the Purchaser and Bond Counsel, to subscribe for the United States Treasury Securities to be purchased and deposited in the escrow for the Refunded Bonds and to provide for notice of redemption of the Refunded Bonds.

Section 7. This Resolution shall be in full force and effect from and after its adoption.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the Beloit Public Building Commission on March 19, 2013.

(SEAL)

President

ATTEST:

Secretary

EXHIBIT A

**CERTIFICATE REGARDING
PRELIMINARY OFFICIAL STATEMENT**

[POS Date]

To: Piper Jaffray & Co.
Leawood, Kansas

Re: Beloit Public Building Commission Refunding Revenue Bonds, Series 2013
(Swimming Pool Project)

Ladies and Gentlemen:

The undersigneds are the duly acting President and Secretary of the Beloit Public Building Commission (the "PBC"), and are authorized to deliver this Certificate to the addressee (the "Purchaser") on behalf of the PBC. The PBC has heretofore caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement"), relating to the above-referenced bonds (the "Bonds").

The PBC hereby deems the information regarding the PBC contained in the Preliminary Official Statement to be accurate as of its date, except for the omission of certain information such as offering prices, interest rates, selling compensation, principal per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters.

Very truly yours,

BELOIT PUBLIC BUILDING COMMISSION

By: _____
Title: President

By: _____
Title: Secretary

ITEMS FOR COUNCIL DISCUSSION

DATE:

March 19, 2013

TITLE:

WORK SESSION DISCUSSION

DISCUSSION:

Items for discussion at your March 19th, 2013 Work Session will include the following:

1. **ATV Ordinance.** Enclosed is a copy of the ATV ordinance and supporting materials that was presented to the council, but not passed by the city council in 2009. Councilman Rick Brown would like to revisit this ordinance at our next council meeting.
2. **Animal Cruelty Workshop.** Enclosed is a flyer about an upcoming animal cruelty workshop.
3. **Cemetery Tours.** Enclosed is an invitation from Parks and Recreation Director Lynn Miller to tour the city cemetery.

Respectfully submitted,

Glenn Rodden
City Administrator

108 E Main – P O Box 336
Beloit, Kansas 67420

Tel No (785) 738-2363
Fax No (785) 738-2365



HARRY GANTENBEIN
CITY ATTORNEY

MEMO

TO: Mayor Koster and City Council members
FROM: Gantenbein & Odle
DATE: September 10, 2009
RE: Ordinance No. 2068

On August 18, 2009, the city adopted the 2009 Standard Traffic Ordinance book in which Sections 114.1, 114.2, and 114.5 relating to All-Terrain Vehicles, Micro Utility Trucks, and Work-Site Utility Vehicles, copies of which are attached. As you will note, these Sections can be activated so said vehicles can be used within the corporate city limits.

I have made four supplemental Sections to cover the items that you were concerned with which are summarized as follows:

Section 114.6 allows those vehicles to be operated within the city if insured.

Section 114.7 deals with equipment requirements covered by Kansas Statutes which include head lights, tail lights, brake lights, turn signals, horns and mirrors. In review, Chief Stocker did not feel windshields were necessary so I excluded windshields.

Section 114.8 deals with registration of the vehicles and registration fees.

Section 114.9 requires drivers to be at least 18 years of age and provides for penalties for violating Article 14.

Sec. 114.1. Unlawful Operation of All-Terrain Vehicle.

(a) Except as provided in subsection (b), it shall be unlawful for any person to operate an all-terrain vehicle:

- (1) On any interstate highway, federal highway or state highway; or
- (2) Within the corporate limits of any city unless authorized by such city.

(b) Notwithstanding the provisions of subsection (a), all-terrain vehicles owned and operated by a county noxious weed department, or all-terrain vehicles owned and operated by persons contracting with a county noxious weed department or the Kansas department of transportation may be allowed to operate such all-terrain vehicles upon the right-of-way of any federal highway or state highway for the purpose of eradicating noxious weeds and such all-terrain vehicles may be operated incidentally upon such federal highway or state highway.

(c) No all-terrain vehicle shall be operated on any public highway, street or road between sunset and sunrise unless equipped with lights as required by law for motorcycles. (K.S.A. Supp. 8-15,100)

Sec. 114.2. Unlawful Operation of a Micro Utility Truck.

(a) It shall be unlawful for any person to operate a micro utility truck:

- (1) On any interstate highway, federal highway, or state highway; or
- (2) On any public highway or street within the corporate limits of any city unless authorized by such city.

(b) No micro utility truck shall be operated on any public highway or street, unless such truck complies with the equipment requirements under Article 17 of Chapter 8 of the Kansas Statutes Annotated and amendments thereto.

(c) The provisions of subsection (a) shall not prohibit a micro utility truck from crossing a federal or state highway. (K.S.A. Supp. 8-15,106)

Sec. 114.3. Unlawful Operation of Low-Speed Vehicle.

(a) It shall be unlawful for any person to operate a low-speed vehicle on any street or highway with a posted speed limit greater than 40 miles per hour.

(b) The provisions of subsection (a), shall not prohibit a low-speed vehicle from crossing a street or highway with a posted speed limit in excess of 40 miles per hour. (K.S.A. 8-15,101)

Sec. 114.4. Unlawful Operation of a Golf Cart.

(a) It shall be unlawful for any person to operate a golf cart:

- (1) On any interstate highway, federal highway, or state highway;
- (2) On any public highway or street within the corporate limits of any city unless authorized by such city; or
- (3) On any street or highway with a posted speed limit greater than 30 miles per hour.

(b) The provisions of subsection (a) shall not prohibit a golf cart from crossing a federal or state highway or a street or highway with a posted speed limit in excess of 30 miles per hour.

(c) A golf cart shall be operated on any public street or highway only during the hours between sunrise and sunset. (2009 Session Laws of Kansas, Chapter 119)

114.5. Unlawful Operation of a Work-Site Utility Vehicle.

(a) It shall be unlawful for any person to operate a work-site utility vehicle:

- (1) On any interstate highway, federal highway, or state highway; or
- (2) Within the corporate limits of any city unless authorized by such city.

(b) No work-site utility vehicle shall be operated on any public highway, street, or road between sunset and sunrise unless equipped with lights as required by law for motorcycles. (2009 Session Laws of Kansas, Chapter 119)

ORDINANCE NO. 2068

AN ORDINANCE SUPPLEMENTING ORDINANCE NO. 2064 WHICH REGULATES TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF BELOIT, KANSAS, BY SUPPLEMENTING ARTICLE 14 BY ADDING SECTIONS 114.6, 114.7, 114.8, AND 114.9, AUTHORIZING OPERATION OF REGISTERED WORK-SITE UTILITY VEHICLES, REGISTERED MICRO UTILITY TRUCKS, AND REGISTERED ALL TERRAIN VEHICLES ON THE STREETS OF BELOIT, KANSAS AND PROVIDING FOR THE REGISTRATION PROCEDURE AND PENALTIES FOR VIOLATION OF THE SAME.

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

Section 1: Article 14 of the 2009 Standard Traffic Ordinance adopted by the City of Beloit in Ordinance No. 2064, is hereby supplemented by adding the following Sections 114.6, 114.7, 114.8, and 114.9, to read as follows:

Section 114.6. Lawful Operation of Vehicles within the City Limits. Operation of Work-Site Utility Vehicles (WUV), Micro Utility Truck (MUT) and All Terrain Vehicles (ATV) shall be subject to compliance with all other ordinances of the City of Beloit concerning WUV, MUT and ATV operations and may be operated upon the public highways, streets, roads and alleys within the corporate limits of the City, but only after being properly registered as provided herein and only if such owner or operator of the WUV, MUT or ATV has provided motor vehicle liability insurance coverage on such vehicle as required for a motor vehicle in accordance with the Kansas Automobile Injury Reparation Act, K.S.A. 40-3101 et. seq. For purposes of this section, neither a WUV, MUT or ATV shall be exempt from the Kansas Automobile Injury Reparation Act.

Section 114.7. Equipment Requirements of WUV, MUT and ATV. No WUV, MUT, or ATV shall be operated on any public highway, street, road or alley unless such vehicle complies with the equipment requirements under the provisions of Article 17, Chapter 8 of Kansas Statutes Annotated; except, windshields shall not be required.

Section 114.8. Registration of Work-Site Utility Vehicles, Micro Utility Trucks and All Terrain Vehicles. Except when operated by law enforcement for law enforcement purposes or for use in a parade authorized by the Governing Body of the City of Beloit, every owner of a WUV, MUT and an ATV intended to be operated on a street or highway in the City of Beloit, Kansas, whether such owner is a resident of the City or not, shall before such WUV, MUT or ATV is operated on such street or highway, register such vehicle through the office of the Beloit Police Department on such forms as furnished by the Beloit Police Department. The application shall contain the name of the owner, the owner's residential address, a brief description of the vehicle to be registered, insurance information of the vehicle, and such other information as may be required by the department. The application shall be signed by the owner, owner's spouse or owner's parent. The department shall furnish to every owner whose vehicle is registered a registration plate which shall be displayed prominently on the rear of the vehicle before its operation in the City. A registration fee of \$25 per vehicle shall be charged, except, for that portion of the year following the passage of this ordinance. Thereafter, any subsequent registration permit shall be \$25 per year per vehicle regardless of the date for which said registration shall be made.

Section 114.9. Age Restriction, Valid Driver's License Required and Penalty. No person shall operate a WUV, MUT or ATV on any public highway, street, road or alley within the corporate limits of the City unless such person has a valid driver's license and is at least eighteen (18) years of age. Violations of any part of this Article shall be an ordinance traffic infraction. Upon entry of a plea of guilty or no contest or upon being convicted of such violation, the penalty imposed shall be a fine of not less than Fifty Dollars (\$50.00) nor more than Five Hundred Dollars (\$500.00) plus court costs.

Section 2: This Ordinance shall take effect and be in full force from and after its passage and one publication in the official city newspaper.

PASSED and ADOPTED by the Governing Body and signed by the Mayor this 15th day of September, 2009.

Rebecca J. Koster, Mayor

ATTEST:

Kerry L. Benson, City Clerk

North Central Kansas Animal Law & Care Conference

The purpose of this workshop is to convey an awareness that animal cruelty and neglect exists in North Central Kansas. We will discuss what constitutes animal cruelty and how to recognize, investigate, collect evidence and successfully prosecute animal cruelty. It is important that everyone leave with an understanding of the importance of addressing animal cruelty and related violations of Kansas law so that we can help improve the quality of life of animals in our region, reduce the number of unwanted pets and maintain the integrity of Kansas Law regarding animals.

RSVP by March 20th! Limited Seating

postrockhumanesociety@gmail.com

Chris Jones— Phone: (785) 738-3553 or

Cell: (785) 738-7419

Guest Speakers



Dr. Michael Faurot DVM Kansas Animal Facilities Inspection Director

Received Veterinary Medicine degree from Kansas State University & has also worked as a small animal practitioner and emergency clinician

Kansas Animal Facilities Inspectors



Elaine Adams

Animal Cruelty Investigator Certification

Jeaneen Holt

Attended Cruelty Investigators Academy & National Cruelty Investigations School



Margaret A. Shaver USDA APHIS Animal Care

Doctor of Veterinary medicine from The University of Wisconsin & Master of Public Health from University of Iowa

Heather Acheson Animal Control Officer, Concordia Police Department



Attended National Animal Control Association training program & helped start NCK PAWS, which helps educate on animal welfare

Date: March 25, 2013

Time: 1 p.m. to 5 p.m.

**Location: NCKTC
3033 U.S. 24
Beloit, KS
ncktc.edu**



Hosted By:

Post Rock Humane
Society &
Leadership Mitchell
County Class XIII

SERVING NORTH
CENTRAL KANSAS

POST
ROCK
HUMANE
SOCIETY



ELMWOOD CEMETERY



PLEASE JOIN US IN A TOUR OF ELMWOOD CEMETERY FOR THE CITY COUNCIL AND MAYOR

When: Tuesday, March 26th

Time: Anytime between 1:00 and 4:00 pm

Place: Come to the Cemetery Office

Please RSVP to 738-2270 (so we know times and #'s coming)

Robert Thompson has been the Elmwood Sexton for just over a year now and would appreciate the opportunity to show the projects that have been completed and like to talk about cemetery maintenance.

