



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

CITY COUNCIL AGENDA

Tuesday, October 1, 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
 - 1. East Main Street Project Financing

4. PUBLIC COMMENT

5. CONSENT AGENDA

- A. 9/17/2013 City Council Meeting Minutes
- B. Appropriations 10A

6. ORDINANCES

- A.

7. RESOLUTIONS

- A.

8. FORMAL ACTIONS

- A. Addendum 2 Bond Underwriting Agreement
- B. Electric Wire Bid
- C. Environment Assessment for Downtown Rehabilitation Grant
- D. Asbestos Inspection Agreement for Downtown Rehabilitation Grant
- E. CMB License for Mac's Kwik Stop, Inc

9. CLOSED SESSION

- A. Attorney-Client
- B. Non-Elected Personnel

10. ADJOURNMENT

WORK SESSION AGENDA

1. CORRESPONDENCE AND STAFF REPORTS

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

2. DISCUSSION ITEMS

- A. North Campus Land Sale

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
September 17, 2013

The Beloit City Council met in regular session on September 3, 2013 in the Council Chamber. Mayor Tom Naasz called the meeting to order at 7:00 p.m. City Council members in attendance were, Frank Delka, Bob Richard, Kent Miller, Rick Brown, Matt Otte, Lloyd Littrell, and Robert Petterson. Also present were City Administrator Glenn Rodden, City Attorney Katie Cheney, and Deputy City Clerk Jessica Rosebaugh.

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

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

Councilor Richards asked for a response to several calls concerning late fee charges on utility billing customers. Councilor Otte also received calls from customers with the same concerns. Mayor Tom Naasz and Administrator Rodden addressed these concerns.

Mayor Tom Naasz, Councilor Miller and councilor Littrell commented on the water district meeting thanking Administrator Rodden and Kendal Francis for hosting the informative meeting.

City Administrator Glenn Rodden reported on the following: 1. The catalytic converter project at the power plant. He introduced Ken Fairchild who then went on to discuss the progress of the project and answer questions. 2. The water district meeting held at the municipal building on September 9, 2013. 3. The comprehensive plan meeting.

The Consent Agenda consisted of September 3, 2013 Council Meeting Minutes, and appropriations 9B. A motion was made by Councilor Delka and seconded by Councilor Miller to approve the consent agenda in its entirety. Roll call vote yeas: Delka, Brown, Miller, Otte, Petterson, Littrell, and Richard. Nays: None.

Staff is recommending that Council approve the engineering agreement for North Campus with Schwab-Eaton. A motion was made by Councilor Miller to approve the engineering agreement for North Campus with Schwab-Eaton in the amount of \$72,500. The motion was seconded by Councilor Brown. Motion carried 7-0. Nays: None.

Staff is recommending that Council approve an Airport grant application with KDOT. The grant application will change from a federal grant to a state grant. A motion was made by Councilor Petterson and seconded by Councilor Littrell to approve the grant application with KDOT. The Motion carried 7-0. Nays: None.

Staff is recommending that Council approve a Reaction Engineering bid. This bid is for the chemicals needed for the boiler at the North Campus heating system and is in the amount of

\$15,546.73 A motion was made by Councilor Miller and seconded by Councilor Delka to approve the Reaction Engineering bid in the amount of \$15,546.73. Motion carried 7-0. Nays: None.

Staff is recommending that Council approve the North Campus land swap agreement to move the Silver Fox lots 50' North and deed the school the 50' of land to the South to save the tree line. A motion was made by Councilor Richards and seconded by Councilor Petterson to approve the North Campus land swap agreement. Motion carried 7-0. Nays: None.

A motion was made by Councilor Brown and seconded by Councilor Delka to Adjourn the Council Meeting. Motion passed 7-0. The meeting ended at 7:40 p.m.

The work session began at 7:40 p.m. City Council members in attendance were Kent Miller, Frank Delka, Bob Richard, Rick Brown, Lloyd Littrell, Matt Otte, and Robert Petterson. Also present were City Administrator Glenn Rodden, City Attorney Katie Cheney, and Deputy City Clerk Jessica Rosebaugh.

Department heads in attendance were Kendal Francis, Mike Haeffele, and Heather Hartman.

City Administrator Glenn Rodden addressed the Airport Hangar Bill of Sale and Lease Agreement with Travis Lattin. City Attorney Katie Cheney went over the agreement with the Council and confirmed questions about the new hangar and old hangar with Travis Lattin. Travis Lattin requested to take the official agreement and lease to his attorney to look over before signing off on it.

Councilor Richards asked Administrator Glenn Rodden about purchasing Ipads for the council members. The purchase was discussed by council.

Work Session adjourned 8:50 p.m.

TOM NAASZ, Mayor

ATTEST:

JESSICA ROSEBAUGH, Deputy City Clerk

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name		Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status
	Account#	Work Order			Description				Debit	Credit
6 ABRAM READY-MIX, INC										
55523	10/3/2013	10/3/2013		153.66	14169	9/16/2013	16410			Posted
	25-00-6160				CONCRETE				153.66	0.00
8 ACE HARDWARE										
55539	10/3/2013	10/3/2013		16.45		9/17/2013	16293			Posted
	53-43-6000				443710 HARDWARE				13.47	0.00
	53-43-6000				443672 HARDWARE				2.98	0.00
									16.45	0.00
55546	10/3/2013	10/3/2013		8.49	443835	9/19/2013	16579			Posted
	53-41-4360				AIR BLOW GUN				8.49	0.00
55556	10/3/2013	10/3/2013		20.97	443838	9/20/2013	15056			Posted
	51-43-6000				DUCT TAPE				20.97	0.00
55621	10/3/2013	10/3/2013		77.40		9/25/2013	16662			Posted
	10-17-6800				PADLOCK 444057				5.49	0.00
	10-19-4300				CUTOFF WHEEL 443708				39.95	0.00
	10-19-4300				CUTOFF WHEEL 444095				31.96	0.00
									77.40	0.00
9 ACKERMAN SUPPLY										
55541	10/3/2013	10/3/2013		179.97	228476	9/16/2013	16291			Posted
	53-43-4330				CYLINDER				179.97	0.00
55596	10/3/2013	10/3/2013		5.52	228544	9/19/2013	15061			Posted
	52-43-6000				HOSE AND HARDWARE				5.52	0.00
55620	10/3/2013	10/3/2013		185.96		9/25/2013	16661			Posted
	10-18-4330				BATTERY 228573				59.99	0.00
	10-19-4300				TOOLS 228520				35.98	0.00
	10-19-4300				TOOLS 228702				89.99	0.00
									185.96	0.00
63 BELL MEMORIALS LLC										
55614	10/3/2013	10/3/2013		247.50	7614	9/10/2013	15486			Posted
	52-43-6000				MAGNETIC VEHICLE EMBLEMS				82.50	0.00
	53-43-6000				MAGNETIC VEHICLE EMBLEMS				165.00	0.00
									247.50	0.00
2674 BELOIT FARM SUPPLY										
55579	10/3/2013	10/3/2013		891.16		9/23/2013	16790			Posted
	10-13-7450				BRACKET AND MOUNTING KIT 31				445.58	0.00
	10-13-7450				BRACKET AND MOUNTING KIT 22				445.58	0.00
									891.16	0.00
55580	10/3/2013	10/3/2013		1,300.00		9/23/2013	16791			Posted
	10-13-7440				GRILL GUARD 1209				650.00	0.00
	10-13-7440				GRILL GUARD 1210				650.00	0.00
									1,300.00	0.00
709 BELOIT ROTARY CLUB										
55520	10/3/2013	10/3/2013		60.00		9/17/2013	15480			Posted
	51-41-6000				ROTARY RADIO DAYS ADS				20.00	0.00
	52-41-6000				ROTARY RADIO DAYS ADS				20.00	0.00
	10-16-6000				ROTARY RADIO DAYS ADS				20.00	0.00
									60.00	0.00
90 JAMES BENTZ										
55563	10/3/2013	10/3/2013		37.82		9/23/2013	15481			Posted
	51-41-2911				BOOT ALLOWANCE				37.82	0.00
91 BOETTCHER SUPPLY INC										
55524	10/3/2013	10/3/2013		6.72	820228-1	9/9/2013	16570			Posted
	53-41-4360				STRAP				6.72	0.00
55540	10/3/2013	10/3/2013		16.62		9/19/2013	16292			Posted
	53-43-6000				PH CELL 821817-1				12.90	0.00
	53-43-6000				LAMP 821478-1				3.72	0.00
									16.62	0.00
55547	10/3/2013	10/3/2013		12.96	822183-1	9/20/2013	16578			Posted
	53-41-7450				BLADES				12.96	0.00
55551	10/3/2013	10/3/2013		323.75	821791-1	9/18/2013	16574			Posted
	53-41-4360				BAND SAW				323.75	0.00

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	Account#	Work Order		Description			Debit	Credit
91 BOETTCHER SUPPLY INC (continued)								
55570	10/3/2013	10/3/2013	7.84	822086-1	9/21/2013	16297		Posted
	53-43-6000			ELBOW			7.84	0.00
55593	10/3/2013	10/3/2013	12.18	820274-1	9/10/2013	15064		Posted
	52-43-6000			RECESSED HEAD PLUG			12.18	0.00
55619	10/3/2013	10/3/2013	10.09	8227729-1	9/24/2013	15485		Posted
	51-43-6000			HARDWARE			10.09	0.00
55624	10/3/2013	10/3/2013	68.58		9/12/2013	16665		Posted
	10-20-6000			TRIM LINE 820747-1			39.29	0.00
	10-19-4300			NC STREET LIGHT 8219081-1			29.29	0.00
							68.58	0.00
1258 BUMPER TO BUMPER AUTO PARTS								
55569	10/3/2013	10/3/2013	73.88		9/21/2013	16298		Posted
	53-43-4310			BRAKE FLUID 618322			20.54	0.00
	53-43-4310			FILTER 618395			53.34	0.00
							73.88	0.00
118 C & R BODY SHOP INC								
55622	10/3/2013	10/3/2013	118.00	5334	9/25/2013	16663		Posted
	10-18-4310			R FRONT DOOR GLASS & LABOR			118.00	0.00
124 CARRICO IMPLEMENT								
55544	10/3/2013	10/3/2013	115.58		9/19/2013	16288		Posted
	53-43-4330			FILTERS IA55642			54.96	0.00
	53-43-4330			FILTERS IA56531			60.62	0.00
							115.58	0.00
55594	10/3/2013	10/3/2013	28.94	IA56546	9/19/2013	15063		Posted
	52-43-7450			HOSE AND HARDWARE			28.94	0.00
126 CATLIN'S FRIENDLY APPLEMARKET								
55542	10/3/2013	10/3/2013	26.18	0002100011090	9/18/2013	16290		Posted
	53-43-6000			WATER			26.18	0.00
55558	10/3/2013	10/3/2013	34.70	0002100019088	9/9/2013	15193		Posted
	52-41-6000			SUPPLIES			34.70	0.00
1200 CHEMQUEST, INC.								
55562	10/3/2013	10/3/2013	2,664.00	3335	9/18/2013	15188		Posted
	52-41-6170			CQ-200 POLYMER			2,664.00	0.00
587 CITY TREASURER OF KANSAS CITY MISSOURI								
55577	10/3/2013	10/3/2013	300.00		7/14/2013	13393		Posted
	53-41-2400			SMOKE SCHOOL FOR OCT 15-17 2013			300.00	0.00
838 CONCRETE ACCESSORIES								
55564	10/3/2013	10/3/2013	1,066.08	0710614	9/4/2013	16414		Posted
	30-00-6000			CONCRETE BLADES			1,066.08	0.00
115 CONRAD FIRE EQUIPMENT								
55573	10/3/2013	10/3/2013	512.63	485384	9/23/2013	16792		Posted
	10-13-7440			FIRE SAFETY EQUIPMENT			512.63	0.00
431 CONTINENTAL ANALYTICAL SERVICE								
55578	10/3/2013	10/3/2013	395.00	149535	9/4/2013	15192		Posted
	52-41-3000			PLANT SAMPLE ANALYSES			395.00	0.00
2392 COOPER MALONE MCCLAIN, INC								
55575	10/3/2013	10/3/2013	1,500.00		7/6/2013	15132		Posted
	51-43-3000			CONTINIVING DISCLOSURE SERVICES §			500.00	0.00
	53-41-3000			CONTINIVING DISCLOSURE SERVICES §			500.00	0.00
	10-11-3000			CONTINIVING DISCLOSURE SERVICES §			500.00	0.00
							1,500.00	0.00
1913 CROP PRODUCTION SERVICES								
55560	10/3/2013	10/3/2013	79.80	234913	9/9/2013	15190		Posted
	52-41-6000			TEMPO INSECTICIDE			79.80	0.00
193 DOLLAR GENERAL STORE-MSC-410526								
55589	10/3/2013	10/3/2013	10.45	1000236337	9/3/2013	16932		Posted
	10-11-4300			CLEANING SUPPLY			10.45	0.00

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			<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
206	DUNSTAN TRUCKING (continued)									
55549		10/3/2013	53-41-7490	10/3/2013	442.62	24432 LIME STONE ROCK	9/15/2013	16576	442.62	Posted 0.00
55550		10/3/2013	53-41-7490	10/3/2013	466.02	24433 LIME STONE ROCK	9/15/2013	16575	466.02	Posted 0.00
2220	INTERNET CORPORATION LISTING SERVICE									
55532		10/3/2013	10-11-3000	10/3/2013	65.00	ANNUAL WEBSITE SEARCH ENGINE LI	10/3/2013	16887	65.00	Posted 0.00
1922	JNT COMPANY LLC									
55516		10/3/2013	10-11-3360	10/3/2013	396.99	1410 WEB HOSTING FEE	9/30/2013	16893	396.99	Posted 0.00
924	KANSAS ASSOCIATION CITY COUNTY MGMT									
55588		10/3/2013	26-00-5800	10/3/2013	220.00	FALL CONFERENCE	9/18/2013	16927	220.00	Posted 0.00
353	KANSAS DEPT OF REVENUE-USE TAX									
55615		10/3/2013	53-00-2070	10/3/2013	1,954.85	AUGUST USE TAX FOR ELECTRIC	9/26/2013	16553	1,954.85	Posted 0.00
375	KANSAS STATE TREASURER									
55576		10/3/2013	10-12-3000	10/3/2013	501.00	TRAINING CENTER FUND FEE FOR JUL	9/16/3000	16856	300.00	Posted 0.00
			10-12-3000			TRAINING CENTER FUND FEE FOR AUG			120.00	0.00
			10-12-3000			REINSTATEMENT FEE FOR 201200351			81.00	0.00
									501.00	0.00
1887	KMEA GRDA OPERATING FUND									
55526		10/3/2013	53-41-6220	10/3/2013	94,664.66	GRDA-BE-13-10 GRDA POWER SUPPLY	9/12/2013	16568	94,664.66	Posted 0.00
556	KMEA WAPA OPERATING FUND									
55534		10/3/2013	53-41-6220	10/3/2013	19,246.64	WAPA-BL-13-09 WAPA POWER SUPPLY FOR SEPT 2013	9/13/2013	16567	19,246.64	Posted 0.00
394	KRIERS' AUTO PARTS									
55531		10/3/2013	10-14-4310	10/3/2013	175.72	SOLENOID 142725	8/26/2013	16886	29.85	Posted 0.00
			10-14-4310			GAUGE 141349			24.70	0.00
			10-14-4310			REGULATOR 141288			94.50	0.00
			10-14-4310			TUBING , CLAMP 142709			26.67	0.00
									175.72	0.00
55548		10/3/2013	53-41-6000	10/3/2013	26.80	4925-144553 FILTERS	9/19/2013	16577	26.80	Posted 0.00
55595		10/3/2013	52-43-6000	10/3/2013	3.90	4925-143226 O-RINGS	9/3/2013	15062	3.90	Posted 0.00
395	KRIZ-DAVIS CO									
55538		10/3/2013	53-43-6000	10/3/2013	392.37	S100686636.001 CAPS	9/19/2013	16294	392.37	Posted 0.00
188	LAWSON PRODUCTS INC									
55519		10/3/2013	53-41-6000	10/3/2013	6.43	9301907699 ELBOW BRASS	9/10/2013	16572	6.43	Posted 0.00
55525		10/3/2013	53-41-4360	10/3/2013	509.60	9301901749 HARDWARE	9/7/2013	16569	509.60	Posted 0.00
55536		10/3/2013	53-41-4360	10/3/2013	466.60	930183396 TOOLS	8/7/2013	13390	466.60	Posted 0.00
55568		10/3/2013	53-43-6000	10/3/2013	112.97	9301894903 HARDWARE	9/4/2013	16295	112.97	Posted 0.00
405	LEAGUE OF KS MUNICIPALITIES									
55582		10/3/2013	10-11-2400	10/3/2013	25.00	13-2033 HIRING & FIRING WEBINAR	7/10/2013	16885	25.00	Posted 0.00
55583		10/3/2013	10-11-2400	10/3/2013	275.00	13-2416 CITY OFFICIAL CONFERENCE REGISTA	8/9/2013	275.00	275.00	Posted 0.00
55597		10/3/2013	51-41-6000	10/3/2013	50.00	MLA WEBINARS	9/24/2013	15484	50.00	Posted 0.00

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City of Beloit

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	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
1785	LEAGUE OF NEBRASKA MUNICIPALITIES (continued)							
55618	10/3/2013	10/3/2013	645.00		9/27/2013	16581		Posted
	53-41-2400			POWER CONFERENCE			645.00	0.00
2484	JERRY LEONARD							
55585	10/3/2013	10/3/2013	86.32		9/23/2013	15482		Posted
	51-41-2911			BOOT ALLOWANCE			86.32	0.00
2307	BARBARA LEWIS							
55535	10/3/2013	10/3/2013	20.00	238580	7/22/2013	16521		Posted
	10-14-3000			PATCH WORK			20.00	0.00
2112	LINDE LLC CHARLOTTE NC							
55584	10/3/2013	10/3/2013	504.40	48354167	9/17/2013	15478		Posted
	51-41-6170			CO2			504.40	0.00
1018	MANFRED MILBERS							
55533	10/3/2013	10/3/2013	30.00	5179442	9/4/2013	16564		Posted
	53-41-2400			REIMBURSEMENT FOR CDL			30.00	0.00
459	MISSISSIPPI LIME CO							
55522	10/3/2013	10/3/2013	4,824.04	1103631	9/16/2013	15472		Posted
	51-41-6170			LIME			4,824.04	0.00
470	MITCHELL COUNTY SOLID WASTE							
55561	10/3/2013	10/3/2013	186.80		9/17/2013	15189		Posted
	52-41-3000			DISOPSAL OF SCREENINGS 020808			178.80	0.00
	52-41-3000			DISOPSAL OF SCREENINGS 03083			8.00	0.00
							186.80	0.00
55565	10/3/2013	10/3/2013	8.70	020804	9/17/2013	16413		Posted
	25-00-6000			DUMP FEES			8.70	0.00
342	MUNICIPAL SUPPLY INC. OF NEBRASKA							
55553	10/3/2013	10/3/2013	2,187.00	0540994-IN	9/20/2013	15059		Posted
	30-00-8100			VALVE, CLAY, WATER LID			2,187.00	0.00
55554	10/3/2013	10/3/2013	297.48	0541145-IN	9/20/2013	15058		Posted
	51-43-6000			GJ 45 DEGREE BEWD FOR C-900			297.48	0.00
55555	10/3/2013	10/3/2013	66.00	0541144-IN	9/20/2013	15057		Posted
	51-43-6000			PIPE LUBE			66.00	0.00
772	STEVE NELSON							
55537	10/3/2013	10/3/2013	73.00		9/12/2013	16563		Posted
	53-41-5800			MEAL PER DIEM FOR TRIP TO KANSAS			73.00	0.00
2366	OLSSON ASSOCIATES							
55512	10/3/2013	10/3/2013	12,855.86	4118	9/17/2013	16892		Posted
	41-00-8412			LABOR TO INSTALL CONDUIT, WIRE & F			12,855.86	0.00
2026	PIONEER INDUSTRIAL CORP							
55581	10/3/2013	10/3/2013	61.59	3252	9/11/2013	13377		Posted
	53-41-4360			AIR REGULATOR KIT			61.59	0.00
530	PITNEY BOWES							
55514	10/3/2013	10/3/2013	1,407.00	3848488-SP13	8/13/2013	16889		Posted
	10-11-3000			MAILING SYSTEM LEASE			1,407.00	0.00
534	PORT LIBRARY							
55517	10/3/2013	10/3/2013	148.98		9/16/2013	16855		Posted
	10-12-3320			RESTITUTION DUE FOR CASE 20130024			148.98	0.00
1263	PRAIRE FIRE COFFEE ROASTERS							
55566	10/3/2013	10/3/2013	40.90	561661	9/23/2013	16412		Posted
	10-15-6000			COFFEE			40.90	0.00
55590	10/3/2013	10/3/2013	87.80	561659	9/12/2013	16882		Posted
	10-11-6000			COFFEE			87.80	0.00
559	RELIABLE OFFICE SUPPLIES							
55572	10/3/2013	10/3/2013	240.47		9/23/2013	16789		Posted
	10-12-6110			DXH555000\DXH55501 OFFICE SUPPLII			150.51	0.00
	10-13-6110			DXH555000\DXH55501 OFFICE SUPPLII			89.96	0.00
							240.47	0.00
582	SALINA SUPPLY COMPANY							
55552	10/3/2013	10/3/2013	150.38	1153644	9/19/2013	16580		Posted
	53-41-4360			WELD FLANGES			150.38	0.00

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<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>Credit</u>	
	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>			
94 SCENDEL PEST CONTROL (continued)										
55513	10/3/2013	10/3/2013	235.00		9/19/2013	16888		Posted		
	10-11-3000			AGREEMENT RENEWAL NOTICE			235.00		0.00	
488 SCHWAB EATON BELOIT										
55545	10/3/2013	10/3/2013	420.00	13.B030	7/16/2013	16287		Posted		
	53-43-3000			SEARCH FOR EASERMENT , FEILD WOI			420.00		0.00	
55574	10/3/2013	10/3/2013	13,295.60	12.104 B	9/12/2013	15133		Posted		
	30-00-3000			ENGINEERING SERVICES FOR KDOT PI			13,295.60		0.00	
55626	10/3/2013	10/3/2013	14,296.00	11.041B	9/19/2013	16975		Posted		
	30-00-3000			CONSTRUCTION INSPECTION / UPDATE			14,296.00		0.00	
603 SEWELL'S MACHINE SHOP										
55625	10/3/2013	10/3/2013	410.26		9/16/2013	16667		Posted		
	10-19-4300			TANKS 014267			59.12		0.00	
	10-19-4300			TANKS 014269			90.93		0.00	
	10-19-4300			TANKS 014272			48.67		0.00	
	10-19-4300			TANKS 014276			150.17		0.00	
	10-19-4300			TANKS 014280			61.37		0.00	
							<u>410.26</u>		<u>0.00</u>	
607 SHAMBURG OIL COMPANY										
55543	10/3/2013	10/3/2013	236.01		9/19/2013	16289		Posted		
	53-43-6270			DIESEL 393439			117.00		0.00	
	53-43-6270			DIESEL 393277			119.01		0.00	
							<u>236.01</u>		<u>0.00</u>	
55557	10/3/2013	10/3/2013	94.00	393821	9/20/2013	15000		Posted		
	51-41-6270			FUEL			94.00		0.00	
55571	10/3/2013	10/3/2013	700.50		9/16/2013	16296		Posted		
	53-43-6180			10W30 393884			192.50		0.00	
	52-43-6180			10W30 393884			192.50		0.00	
	51-43-6180			10W30 393884			195.50		0.00	
	53-43-6270			FUEL			120.00		0.00	
							<u>700.50</u>		<u>0.00</u>	
55592	10/3/2013	10/3/2013	193.02	393801	9/20/2013	15060		Posted		
	52-43-6270			FUEL			193.02		0.00	
626 SOLOMON VALLEY HOME CENTER										
55518	10/3/2013	10/3/2013	163.96	10313928	9/16/2013	16573		Posted		
	53-41-4360			JACKS			163.96		0.00	
55528	10/3/2013	10/3/2013	439.00	10313078	9/12/2013	16566		Posted		
	53-41-4360			HARDWARE			439.00		0.00	
55623	10/3/2013	10/3/2013	5.29	10131624	9/11/2013	16664		Posted		
	10-20-6000			CABLE TIES			5.29		0.00	
673 THOMPSON'S OK TIRE, INC										
55559	10/3/2013	10/3/2013	12.00	1-73514	9/5/2013	15191		Posted		
	52-41-4310			TIRE REPAIR			12.00		0.00	
704 UNIVAR USA INC										
55521	10/3/2013	10/3/2013	8,993.63	WI 606086	9/2/2013	15460		Posted		
	51-41-6170			SODA ASH			8,993.63		0.00	
2629 WAGeworks										
55515	10/3/2013	10/3/2013	77.00		8/13/2013	16890		Posted		
	10-11-3000			FSA MONTHLY ADMIN FEE			77.00		0.00	
1035 BRUCE WILSON										
55591	10/3/2013	10/3/2013	120.00		9/24/2013	16977		Posted		
	10-11-3000			BANK RECONCILIATION			120.00		0.00	
55613	10/3/2013	10/3/2013	60.00		9/25/2013	16976		Posted		
	10-11-3000			BANK RECOLATION			60.00		0.00	
760 ZEE MEDICAL INC										
55567	10/3/2013	10/3/2013	116.84	0021082840	9/23/2013	16411		Posted		
	10-15-7440			BAND-AIDS , PAIN TABLETS			116.84		0.00	

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name

<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>	
	<u>Account#</u>	<u>Work Order</u>					<u>Debit</u>	<u>Credit</u>	
			194,360.88	93 Non-voided payables listed.					

Report Setup
AP - Accounts Payable Listing : Vendor Name
Filter Options
Starting: 10/3/2013
Ending: 10/3/2013
Banks: All
Payable Status: Posted, Printed, ACH, Recorded, Voided
All Vendors Selected

Cooper Malone McClain, Inc.

Investment Bankers | Securities Broker Dealer | Municipal Advisor

Main Office: 7701 E. Kellogg Dr. Wichita, KS 67207 Phone: (316) 685-5777 Fax: (316) 685-1751
Branch Office: 16550 Orchard Lane, Stilwell, KS 66085 Phone: (913) 681-8185 Fax: (913) 681-8185
Member: SIPC | FINRA | MSRB

Underwriter Disclosures Pursuant to MSRB Rule G-17

1 October 2013

City of Beloit, KS
119 North Hersey
Beloit, KS 67420

Attention: Tom Naasz

Re: Disclosures by Underwriter, Pursuant to MSRB Rule G-17
East Main Street General Obligation Bonds

Dear Mr. Naasz:

We are writing to provide you, as Mayor of the City of Beloit, KS (Issuer), with certain disclosures relating to the captioned bond issue (Bonds), as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2012-25 (May 27, 2012)¹.

The Issuer has engaged Cooper Malone McClain, Inc. (CMMCI) to serve as underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds.

As part of our services as underwriter, CMMCI may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

I. Disclosures Concerning the Underwriter's Role:

(i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with municipal issuers and investors

(ii) The underwriter's primary role is to purchase Bonds with a view to distribution in an arm's-length commercial transaction with the issuer. The underwriter(s) have financial and other interests that differ from those of the issuer.

¹ Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective August 2, 2012) This notice and MSRB rules are available at www.msrb.org

(iii) Unlike a municipal advisor, the underwriter(s) do not have a fiduciary duty to the Issuer under federal securities laws and are, therefore, not required under federal law to act in the best interests of the Issuer without regard to their own financial or other interests.

(iv) The underwriter(s) have a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.

(v) The underwriters will review the official statement for the Bonds in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction².

II. Disclosures Concerning the Underwriter's Compensation:

The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount may be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter(s) may have an incentive to recommend to the issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

III. Additional Conflicts Disclosures:

Cooper Malone McClain, Inc. (CMMCI) has not identified any additional potential or actual material conflicts that require disclosure.

IV. Disclosures Concerning Complex Municipal Securities Financing:

Since CMMCI has not recommended a "complex municipal securities financing" to the issuer, additional disclosures regarding the financing structure for the bonds are not required under MSRB Rule G-17.

If you or any other officials have any questions or concerns about these disclosures, please make those questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

² Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriter(s) is solely for the purposes of satisfying underwriter's Obligation under the federal securities laws and such review should not be construed by an issuer as a Guarantee of accuracy or completeness of the information in the official statement.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

We are required to seek your acknowledgement that you have received this letter. Accordingly, please sign and return the enclosed copy of this letter to me at the address set forth below. Depending on the structure of the transaction that the Issuer decides to pursue, or if additional potential or actual material conflicts are identified, we may be required to send additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you and the Issuer in connection with the issuance of the Bonds.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Ens", written in a cursive style.

Rick Ens, Vice President
Cooper Malone McClain, Inc.
P.O. Box 23565
Overland Park, KS 66203

Acknowledgement:

Tom Naasz

Date: _____

CC: Don Jensen, Bond Counsel

Cooper Malone McClain, Inc.

ADDENDUM 2

1 October 2013

Honorable Mayor and City Council
City of Beloit
119 North Hersey
Beloit, KS 67420

RE: Bond Underwriting Agreement – East Main Street General Obligation Bonds

Dear Honorable Mayor and City Council:

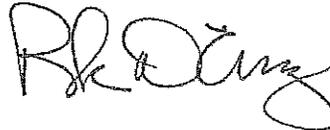
Per our Bond Underwriting agreement, Section 6 - Our Compensation, For Section 1, paragraphs 1-13, dated 15 November 2011, this Addendum 2 establishes a bond underwriting fee of three point zero percent (3.00%).

Per our Bond Underwriting agreement, Section 8 – Term of Engagement, dated 15 November 2011, this Addendum 2 extends the ending term of engagement to November 15, 2016..

All other terms and conditions of our Bond Underwriting agreement apply.

Respectfully Submitted,

Cooper Malone McClain, Inc.



Rick D. Ensz, P.E.
Vice President

ACCEPTANCE

Accepted this 1st day of October, 2013:

City of Beloit, Kansas

By: _____

Tom Naasz, Mayor

By: _____

Amanda Lomax, City Clerk

(SEAL)

INVESTMENT BANKERS – SECURITIES BROKER/DEALER

MEMBER: Securities Investor Protection Corporation
Financial Industry Regulatory Authority

Cooper Malone McClain, Inc.

PHONE 913-681-8185

P.O. BOX 23565 * OVERLAND PARK, KANSAS 66283
800-657-5730

FAX 913-681-8185

15 November 2011

Honorable Mayor and City Council
City of Beloit
119 North Hersey
Beloit, KS 67420

RE: Bond Underwriting Agreement

Dear Honorable Mayor and City Council:

We are pleased to set forth in this letter agreement the terms pursuant to which we will serve as bond underwriter in connection with your potential bond issues. Execution of this Bond Underwriting agreement will terminate our Financial Advisory agreement dated 17 November 2009.

Section 1. Our duties to you shall include the following:

Our duties, which we hereby agree to perform for your benefit during the term of our engagement by you, shall include generally all of the services normally provided by a qualified and competent investment banking firm, which shall include, but not necessarily be limited to the following:

1. We shall undertake to diligently review your existing and available debt structure, and assist you to establish a revenue base that will support additional financing which you may contemplate during the term of our engagement.
2. We shall develop a financing program which may, at your request, include rendering advice with respect to the details of proposed financing; maturity of existing and future debt instruments, prepayment features, interest rates, sinking fund terms and provisions, reserve provisions, structuring of escrow terms and provisions, and other covenants and matters relating to existing and future financing.
3. We shall provide assistance to you in connection with the preparation and filing of documents required to be filed with state and federal agencies in connection with existing and future financing.
4. We shall assist you in coordination and communication with your legal counsel, bond counsel, and other counsel in the preparation of documents in connection with the proposed issuance and sale of debt instruments with respect to your future financing, but we shall not be required to render legal opinions, nor shall we be responsible for any legal opinions rendered by legal counsel, other than those legal counsel expressly retained to represent our interests, if any.
5. We shall prepare, on the basis of data you or others at your direction, provide to us, preliminary and final official statements required, necessary or appropriate in connection with your future financing.
6. We shall assist you in identifying, evaluating and selecting a qualified financial institution with appropriate trust powers to serve as trustee and paying agent in connection with your future financing.

INVESTMENT BANKERS – SECURITIES BROKER/DEALER

MEMBER: Securities Investor Protection Corporation
Financial Industry Regulatory Authority

Cooper Malone McClain, Inc.

Honorable Mayor and City Council
15 November 2011
Page 2

7. We shall assist you in the preparation and filing of all required or appropriate administrative, agency, or governmental documentation in connection with your future financing.
8. We shall promptly and fully advise you, upon your reasonable request, regarding the status of our work and the proposed debt instrument issue in connection with your future financing.
9. We shall inform you of our opinions concerning the marketability of any proposed debt instruments, the appropriate interest rates, and any other material information which might influence the marketability and interest rates of the proposed debt instruments in connection with your future financing.
10. We shall assist the paying agent in registering all bonds or certificates of participation currently issued by you, or issued by you during the term of our engagement.
11. We shall assist you in obtaining CUSIP identification numbers on financial instruments issued by you during the term of our engagement.
12. We shall assist you in the development and implementation of advertising or promotional campaigns in connection with all debt instruments issued by you during the term of our engagement, including, but not limited to brochures and other print media.
13. In connection with the fulfillment of our duties and responsibilities under this Agreement, we shall attend and participate in all public and private meetings, hearings, and other forums, as may be required or appropriate, and shall competently respond to all reasonable questions submitted by members of the public and interested parties.
14. We shall assist you in connection with rendering advice, preparing debt service schedules, calculating principal and interest payments, coordinating with bond counsel, and any other covenants and matters with respect to the pre-payment and/or early payment of any outstanding debt instrument, in whole or in part.

Section 2. Our services do not include the following:

Notwithstanding the forgoing to the contrary, you and we understand and agree that our duties to you shall not include the following:

1. We shall not serve you in the capacity of legal counsel nor shall we be responsible for drafting legal documents for your use.
2. We shall not guarantee the marketability or interest rates of debt instruments issued by you during the term of our engagement, nor shall we guarantee market related issues beyond our reasonable control.
3. We shall not guarantee the accuracy of any information provided by someone other than us.

INVESTMENT BANKERS – SECURITIES BROKER/DEALER

MEMBER: Securities Investor Protection Corporation
Financial Industry Regulatory Authority

Cooper Malone McClain, Inc.

Honorable Mayor and City Council

15 November 2011

Page 3

4. We shall not be responsible for the preparation of an assessed valuation study required in connection with the issuance of debt instruments by you during the term of our engagement.
5. We shall not be responsible for managing the construction or monitoring costs in connection with any of your projects.

Section 3. General conditions of our Agreement:

1. During the course of our work as your bond underwriter, we shall be entitled to rely on the work product, opinions, and statements of others employed by you or who were requested by you to provide information for our consideration (e.g., accounting firms, engineers, legal counsel, governmental entities or agencies, etc.). We shall be entitled to rely upon said documents or opinions as being accurate and appropriately stated for the use intended, and we shall not be obligated to further inquire upon the information so provided. Furthermore, we shall be entitled to rely upon and proceed according to any direction or requirement you may indicate if we proceed pursuant to that direction or requirement. In so doing, we are not vouching for the work product, opinions, and statements of others, and we shall be entitled to rely thereon.
2. During the course of our work as your bond underwriter, you shall be entitled to rely on our work product, documents, opinions, and statements as being accurate and appropriately stated for the use intended, and you shall not be obligated to further inquire upon the information so provided. Furthermore, you shall be entitled to rely upon and proceed according to any direction or requirement we may indicate if you proceed pursuant to that direction or requirement.
3. You agree to fully cooperate with us, and us with you, toward expediting and completing any debt instrument issuance and to make full and complete disclosure to us of your financial condition and of all other matters which may have material effect on you, the debt instruments or your ability to repay the debt instruments. You also agree not to make any statements, disclosures or contacts which would violate the security laws or regulations of any jurisdiction having authority.
4. You agree to indemnify and hold us harmless (including reasonable attorney's fees) from damages from claims made against us arising out of any negligent act or failure to act on your part including any intentionally inaccurate or incomplete statement or representation made to third parties.

Section 4. You shall be responsible for the following costs and fees:

During the term of our engagement by you, you will be responsible for the payment of the following fees and costs in connection with the issuance of debt instruments by you:

1. Bond counsel fees and costs,

INVESTMENT BANKERS -- SECURITIES BROKER/DEALER

MEMBER: Securities Investor Protection Corporation
Financial Industry Regulatory Authority

Cooper Malone McClain, Inc.

Honorable Mayor and City Council
15 November 2011
Page 4

2. Bond printing fees and costs,
3. State of Kansas Treasurer's new issue set-up and registration fees,
4. State of Kansas Treasurer's certificated bond issue fees,
5. Paying agent's and trustee's fees,
6. Fees and expenses of your employees, agents, attorneys, accountants, and other professionals,
7. CUSIP numbers,
8. State of Kansas Attorney General's document review fees,
9. Legal publication fees and costs,
10. Depository Trust Corporation (DTC) book-entry only fees
11. Preparation of Preliminary Official Statement and Official Statement printing costs,
12. Special election costs, if any,
13. Title insurance, survey and commitment costs, if any,
14. Environmental site audit costs, if any, and
15. All other related costs of issuance.

Section 5. We shall be responsible for the following costs:

We shall be responsible for and shall pay all expenses incurred by us in connection with the performance of our duties under this Agreement, including, but not limited to, all necessary travel and related costs and the cost of independent legal counsel, if any, hired by us.

Section 6. Our compensation

For Section 1, paragraphs 1-13: In consideration for the services to be rendered to you, or on your behalf by us during the term of our engagement by you, and as reimbursement for certain expenses which we expect to incur in connection with the rendition of our services to you, it is understood and agreed that the City shall pay, and we hereby accept as our sole compensation as your bond underwriter, a bond underwriting fee based on the principal amount of bonds issued, size of the issue, and complexity of the issue. Said fee for each issue shall as identified by addendum (example attached) to this agreement and shall be payable to us upon closing of the debt instrument financing.

For Section 1, paragraph 14: In consideration for the services to be rendered to you, or on your behalf by us during the term of our engagement by you, and as reimbursement for certain expenses which we expect

INVESTMENT BANKERS – SECURITIES BROKER/DEALER

MEMBER: Securities Investor Protection Corporation
Financial Industry Regulatory Authority

Cooper Malone McClain, Inc.

Honorable Mayor and City Council
15 November 2011
Page 5

to incur in connection with the rendition of our services to you, it is understood and agreed that the City shall pay, and we hereby accept as our sole compensation as your bond underwriter, a fee calculated according to the following schedule (the "Pre-Paid Fee"). Said fee shall be payable to us upon prepayment and/or early payment of principal and interest to retire debt prior to scheduled debt payments:

<u>Principal Amount of Debt Pre-Paid</u>	<u>Pre-Paid Fee</u>
Under \$100,000	\$1,000
\$100,000 to \$200,000	\$1,000 plus \$10.00 per \$1,000 over \$100,000
\$200,000 to \$500,000	\$2,000 plus \$5.00 per \$1,000 over \$200,000
\$500,000 to \$1,000,000	\$3,500 plus \$2.00 per \$1,000 over \$500,000
Over \$1,000,000	\$4,500 plus \$1.00 per \$1,000 over \$1,000,000

Section 7. No fee due us under certain circumstances:

In the event of any of the following, you will owe us no fee and we will owe you no further obligations:

1. The proposed debt instrument financing during the term of our engagement is abandoned or determined by you or us not to be feasible or in your best interests.
2. Market conditions in our reasonable opinion are such that marketing of the debt instruments by us as bond underwriter in connection with proposed debt instrument financing cannot be reasonably accomplished.
3. If we reasonably believe and express to you in writing our opinion, based upon the opinion of bond counsel, or as a result of other pertinent reasons, either the legality or financial feasibility of the financing that we rendered services to you during the term of our engagement is unlikely or in question.
4. You and us are unable to agree as to interest rates or other material provisions of the indenture agreement, bond purchase agreement, or any other document necessary or appropriate in connection with the proposed debt instrument financing with which we rendered services to you during the term of our engagement.

Section 8. Term of Engagement

We are retained by you as your exclusive bond underwriter for bond issues during the period beginning November 15, 2011 and ending November 15, 2014. If, after the expiration of this agreement or termination of engagement by you, you issue debt instruments for which we rendered services to you during the term of our agreement or engagement for reasons other than described in Section 7 of this Agreement, then in such event you will pay us a fee based on the fair value of the services we provided to you.

Section 9. Disputes

Any dispute which arises will be arbitrated pursuant to the code of arbitration procedures of the Financial Industry Regulatory Authority.

INVESTMENT BANKERS – SECURITIES BROKER/DEALER

MEMBER: Securities Investor Protection Corporation
Financial Industry Regulatory Authority

Cooper Malone McClain, Inc.

Honorable Mayor and City Council
15 November 2011
Page 6

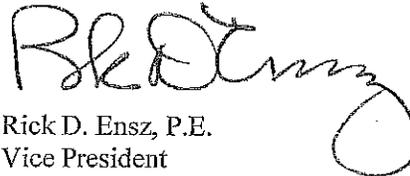
Section 10. Miscellaneous

1. As used in this agreement, the word "we", "our", or "us" shall mean and pertain to Cooper Malone McClain, Inc.
2. As used in this letter agreement, the words "you" or "your" shall mean and pertain to the City of Beloit, Kansas, it's elected Governing Body, and it's appointed officers.

If the above properly states the agreement between you and us, please execute the duplicate originals of this Agreement and return it to me. Thank you for your consideration in this matter. We look forward to working with you as your bond underwriter.

Respectfully Submitted,

Cooper Malone McClain, Inc.

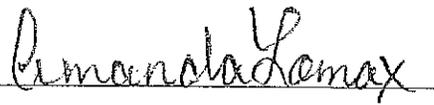

Rick D. Ensz, P.E.
Vice President

ACCEPTANCE

Accepted this 15th day of November, 2011:

City of Beloit, Kansas

By: 
Rebecca Koster, Mayor

By: 
Amanda Lomax, City Clerk

(SEAL)

Cooper Malone McClain, Inc.

Honorable Mayor and City Council
15 November 2011
Page 7

ADDENDUM [Number]

[Date]

Honorable Mayor and City Council
City of Beloit
119 North Hersey
Beloit, KS 67420

RE: Bond Underwriting Agreement – [Name of Project Issue]

Dear Honorable Mayor and City Council:

Per our Bond Underwriting agreement, Section 6 - Our Compensation, For Section 1, paragraphs 1-13, dated 15 November 2011, this Addendum [Number] establishes a bond underwriting fee of [Text] point [Text] percent ([Number]%). All other terms and conditions of our Bond Underwriting agreement apply.

Respectfully Submitted,

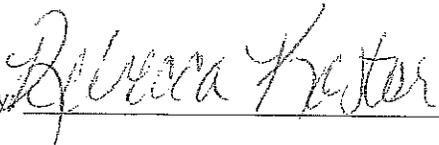
Cooper Malone McClain, Inc.

Rick D. Ensz, P.E.
Vice President

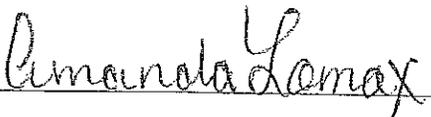
ACCEPTANCE

Accepted this [Day] of [Month], [Year]:

City of Beloit, Kansas

By: 

[Name], Mayor

By: 

[Name], City Clerk

(SEAL)

INVESTMENT BANKERS – SECURITIES BROKER/DEALER

MEMBER: Securities Investor Protection Corporation
Financial Industry Regulatory Authority

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
October 1, 2013	ADDENDUM 2 – BOND UNDERWRITING AGREEMENT
ORIGINATING DEPARTMENT:	TYPE OF ACTION: ___ ORDINANCE ___ RESOLUTION
Administration	_X_ FORMAL ACTION ___ OTHER

RECOMMENDATION:

I recommend that the Council approve the Addendum 2 Bond Underwriting Agreement with Cooper Malone McClain, Inc.

FISCAL NOTE:

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

DISCUSSION:

The city council would need to approve the attached Addendum #2 to our current bond underwriting agreement with CMC, Inc if we chose to pursue bond financing for the East Main Street project.

Respectfully submitted,

Glenn Rodden
City Administrator

Cooper Malone McClain, Inc.

ADDENDUM 2

1 October 2013

Honorable Mayor and City Council
City of Beloit
119 North Hersey
Beloit, KS 67420

RE: Bond Underwriting Agreement – East Main Street General Obligation Bonds

Dear Honorable Mayor and City Council:

Per our Bond Underwriting agreement, Section 6 - Our Compensation, For Section 1, paragraphs 1-13, dated 15 November 2011, this Addendum 2 establishes a bond underwriting fee of three point zero percent (3.00%).

Per our Bond Underwriting agreement, Section 8 – Term of Engagement, dated 15 November 2011, this Addendum 2 extends the ending term of engagement to November 15, 2016.

All other terms and conditions of our Bond Underwriting agreement apply.

Respectfully Submitted,

Cooper Malone McClain, Inc.



Rick D. Ensz, P.E.
Vice President

ACCEPTANCE

Accepted this 1st day of October, 2013:

City of Beloit, Kansas

By: _____

Tom Naasz, Mayor

By: _____

Amanda Lomax, City Clerk

(SEAL)

INVESTMENT BANKERS – SECURITIES BROKER/DEALER

MEMBER: Securities Investor Protection Corporation
Financial Industry Regulatory Authority

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:		
October 1, 2013	WIRE BID		
ORIGINATING DEPARTMENT:	TYPE OF ACTION:	<input type="checkbox"/> ORDINANCE	<input type="checkbox"/> RESOLUTION
Electric Department		<input checked="" type="checkbox"/> FORMAL ACTION	<input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the Council approve the wire bid from Wesco Distribution Inc.

FISCAL NOTE:

- The cost of this item is \$23,125.00
- Funding for this type of item is available in line item 41-00-8413

BIDS RECEIVED:

COMPANY	Bid	PRICE
Wesco Distribution Inc		\$23,125.00
Kriz-Davis Co.		\$24,625.00
Stanion Wholesale Electric		\$24,627.50
Boettcher Supply		No Bid

DISCUSSION:

Respectfully submitted,

Glenn Rodden
City Administrator



502 East 12th Street Tel No (785) 738-3781
Beloit, Kansas 67420 Fax No (785) 738-2290

TO: Glenn Rodden
City Administrator

FROM: Ronald Sporleder
Director of System Operations

RE: Electric Material Bid L-0917

DATE: September 25, 2013

Glenn,

Based on the bids received, for **1/0 & 4/0 15KV Underground Primary Distribution Cable**, it is recommended to go with **Wesco Distribution Inc**, with the low bid of **\$23,125.00**. This is to keep enough on hand incase an existing line goes bad in areas like Circle Drive, Sunflower, CPS, Kohlers and or North Campus to name a few. Account number 41-00-8413 Grant Fund.

Electric Material Bid L-0106

Wesco Dist. Inc	\$23,125.00
Kriz-Davis Co.	\$24,625.00
Stanion Wholesale Electric	\$24,627.50
Boettcher Supply	No Bid

Ronald Sporleder
Director of Systems Operations

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:		
October 1, 2013	ASBESTOS INSPECTION FOR DOWNTOWN COMMERCIAL REHABILITATION		
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 Asbestos Inspection with Regional Planning for the downtown commercial rehabilitation grant.

FISCAL NOTE:

- There is no cost associated with this item.

DISCUSSION:

This is an agreement between the City of Beloit and the Department of Commerce for the block grant that we have been awarded for the repair of downtown buildings.

Respectfully submitted,

Glenn Rodden
City Administrator

ASBESTOS INSPECTION AGREEMENT

This document (hereinafter called **AGREEMENT**) is made as of the _____ day of _____, 2013, by and between the CITY of BELOIT, KANSAS (hereinafter called the **GRANTEE**), and the NORTH CENTRAL REGIONAL PLANNING COMMISSION of Beloit, Kansas (hereinafter called the **CONTRACTOR**).

WITNESSETH that the **GRANTEE** and the **CONTRACTOR** in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1: Services. The **CONTRACTOR** will provide all asbestos inspections required to commercial downtown rehabilitation project (hereinafter called the **PROJECT**) funded, in part, by a Small Cities Community Development Block Grant (CDBG) from the Kansas Department of Commerce (hereinafter called KDOC). The scope of services offered by the **CONTRACTOR** during the course of the project will consist of, but not be limited to, the following items:

- *Asbestos Inspection* – This action will be performed on those properties selected by the Kansas Department of Health and Environment / Air and Asbestos section head and will detail the asbestos containing materials found in the property. A NESHAP report will be issued detailing the findings.

ARTICLE 2: Agreement Time. These services shall be provided to the **GRANTEE** encompassing a period of time first beginning from the date of this CONTRACT and ending when the Project closeout and Audit is completed to KDOC program satisfaction.

ARTICLE 3: Cost.

- The **CONTRACTOR** shall provide the **Asbestos Inspection** services for a sum not to exceed **\$600.00** per commercial unit/address to be inspected for asbestos containing material plus per analysis lab fees and shipping costs. Actual invoices for lab and shipping costs will be provided.

The **CONTRACTOR** shall make periodic billings to the **GRANTEE** for services performed, with payment due 30 days from the date of issuance.

ARTICLE 4: Change in Services. The services described in the proposal for such fixed project shall be subject to modification or supplement upon the written agreement of the contract parties. Any such modification in the services shall be incorporated by supplemental agreement. At the time of such modification of services, equitable adjustment will be made by the parties in the time of performance and the compensation (at the rate of \$65.00 per hour) to be paid on the project.

ARTICLE 5: Termination. The **GRANTEE** reserves the right to terminate the contract

CDBG ASBESTOS INSPECTION CONTRACT

at any time, upon written notice, in the event the services of the **CONTRACTOR** are unsatisfactory; or upon failure to prosecute the work with due diligence or to complete the work within the time limits specified by the proposal on any project, provided, however, that in any such case, the **CONTRACTOR** shall be paid the reasonable value for the services rendered up to the time of termination on the basis of this **AGREEMENT**.

ARTICLE 6: Arbitration. Any controversy or claim arising out of or related to this **AGREEMENT** shall be settled by Arbitration. The Arbitration shall be conducted by a single Arbitrator under the current rules of the American Arbitration Association. The Arbitrator shall be chosen from a pool of persons capable by training and experience to understand and pass upon problems to be considered. No one shall serve as Arbitrator who has or has had any financial or pecuniary interest with any of the parties. No Arbitrator shall be an advocate for any of the parties. The decision and award of the Arbitrator shall be final and binding, and the award so rendered may be entered in any court thereof. Both parties shall share costs of any such action.

ARTICLE 7: Compliance. The **CONTRACTOR** shall be in compliance with all federal, state and local laws and ordinances applicable to the work covered in attachment A of this contract.

ARTICLE 8: Binding upon Successors. This **AGREEMENT** shall be binding upon the undersigned parties, their successors, assigns and legal representatives.

It is further agreed that this **AGREEMENT** and all contracts entered into under the provisions of this **AGREEMENT** shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, said parties have caused this **AGREEMENT** to be signed by their duly authorized officers in two (2) counterparts, each of which shall be deemed an original, on the day and year first written and agreed to.

GRANTEE: CITY OF BELOIT, KANSAS

Chief Elected Official

ATTEST:

City Clerk

CDBG ASBESTOS INSPECTION CONTRACT

CONTRACTOR: NORTH CENTRAL REGIONAL PLANNING COMMISSION

Doug McKinney, Executive Director

ATTEST:

Pepper Roberg, Office Manager

Federal and State Laws and Regulations

During the performance of this contract the North Central Regional Planning Commission (Project Manager) shall conform to the following laws and regulations

- 1) **Title VI of the Civil rights Act of 1964** provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal Financial assistance.
- 2) **Title VI of the Civil Rights Act of 1968, as amended,** provides that no person shall, on the basis of race, color religion, national origin, handicap or familial status, be discriminated against in housing (and related facilities) provided with Federal assistance or leading practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government.
- 3) **Section 109, Housing and Community Development Act of 1974,** as amended, provides that no person in the United States shall, on the ground or race, color, religion and religious affiliation, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act of 1974
- 4) **Section 504 of the Rehabilitation Act of 1973,** as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving Federal Financial assistance.
- 5) **Age Discrimination Act of 1975,** as amended, states no person in the United States shall, on the basis of age, be excluded from participation in be denied and the benefits of, or be subjected to discrimination under any program or activity receiving Federal Assistance.
- 6) **Fair Housing Amendments Act of 1988,** which prohibits discrimination in housing on the basis or race, color, national origin, religion, sex, disability or familial status, including children under the age or 18 living with parents or legal custodians, pregnant women and people securing custody of children under 18.
- 7) **Executive Order 11063 as amended,** states no person shall on the basis of race, color, religion, or national origin, shall be discriminated against in housing and related facilities, provided with Federal assistance or lending practices with respect to residential

CDBG ASBESTOS INSPECTION CONTRACT

property when such practices are connected with loans insured or guaranteed by the Federal Government.

- 8) Kansas Act Against Discrimination, declares it is policy of the State of Kansas to eliminate and prevent the practice or policy of discrimination against individuals in employment relations, in relation to free and public accommodations or in housing by reason or race, religion, color, sex, physical disability, national origin or ancestry.
- 9) Section 3 of the Housing and Urban Development Act of 1968, as amended, provides that, to the greatest extent feasible, opportunities for training and employment shall be given to lower-income residents of the unit of local government or the metropolitan area (or non-metropolitan county) in which the project is located; contract work in connection with such projects shall be awarded to business concerns which are located in, or which are owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county as the project).
- 10) Executive Order 11246, states a contractor will not discriminate against any employee or applicant for employment because of color, religion, sex or national origin.
- 11) Section 906 of the Cranston-Gonzales National Affordable Housing Act states no CDBG grant funds may be obligated or expended to any unit of general local government that fails to adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; or fails to adopt and enforce a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- 12) Section 912 of the Cranston-Gonzales National Affordable Housing Act prohibits discrimination on the basis of religion or religious affiliation.
- 13) Title IV of the Lead-Based Paint Poisoning Prevention Act, states CDBG recipients shall comply with the provision of this act, which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance of any kind.
- 14) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 , states all persons displaced as a direct result of rehabilitation, demolition or acquisition (privately undertaken or public) for a federally assisted project are entitled to relocation payments and other assistance.

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:		
October 1, 2013	DOWNTOWN COMMERCIAL REHABILITATION GRANT AGREEMENT		
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 Environment Assessment between the Kansas Department of Commerce and the City of Beloit.

FISCAL NOTE:

- There is no cost associated with this item.

DISCUSSION:

This is an agreement between the City of Beloit and the Department of Commerce for the block grant that we have been awarded for the repair of downtown buildings.

Respectfully submitted,

Glenn Rodden
City Administrator

6425 SW 6th Avenue
Topeka, KS 66615



phone: 785-272-8681
fax: 785-272-8682
cultural_resources@kshs.org

Kansas Historical Society

Sam Brownback, Governor
Jennie Chinn, Executive Director

KSR&C # 13-07-096
September 24, 2013

Doug McKinney
NCRPC
Via Email

Re: Rehabilitation of 111, 113 and 115 East Main, Beloit – Mitchell County

We have reviewed the materials received September 19, 2013 regarding the above-referenced project in accordance with 36 CFR Part 800. Regarding the masonry repairs, we concur that repairs in accordance with Preservation Brief #2 are appropriate.

Regarding the windows, our office concurs that the sashes in all three buildings are beyond repair. Therefore they may be replaced in accordance with the Secretary of the Interior's *Standards for Rehabilitation*. The new windows should match the historic in profile and finish as closely as possible and new panning shall match the historic profile of the brick mold. It appears that Manko has the capability to closely match historic features with the 725 series. Extant historic wood trim should be retained and repaired as needed. In addition, we request that one example of each type of window be retained and stored on the property so that they may be consulted in the future.

Thank you for giving us the opportunity to comment on this proposal. Please refer to the Kansas State Review & Compliance number (KSR&C#) listed above on any future correspondence. Please submit any comments or questions regarding this review to Kim Gant at 785-272-8681, ext. 225 or kgant@kshs.org.

Sincerely,

Jennie Chinn
State Historic Preservation Officer

Patrick Zollner
Director, Cultural Resources Division
Deputy State Historic Preservation Officer

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
October 1, 2013	CEREAL MALT BEVERAGE LICENSES
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 the distribution of cereal malt beverage licenses for Mac's Kwik Stop, Inc.

FISCAL NOTE:

- There is no direct cost associated with approval of this item.
- The cost for a cereal malt beverage license ranges from \$100 to \$200 per year, based upon the category of CMB license for which the applicant applies. This item is budgeted in line item 10-00-3211 (General Fund-Revenue-Alcohol Licenses). We typically receive \$1,000 of revenue from alcohol licenses.

DISCUSSION:

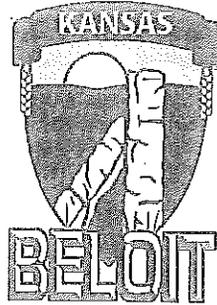
Each year, applications for Cereal Malt Beverage licenses are screened for potential violations. There are approximately 10 categories under which a person could be disqualified from a CMB license. State Law (K.S.A. 41-2703) governs the manner in which licenses are approved or disapproved. As you will observe in the attached memos, City Attorney Katie Cheney reviewed each application and noted several changes that needed to be made to some of the applications. These changes have been made. Additionally, Police Chief Brenon Odle found no violations during the screening process. Therefore, I recommend that the Council approve cereal malt beverage licenses as listed above.

Respectfully submitted,

Glenn Rodden
City Administrator

P O Box 591
Beloit, Kansas 67420

Tel No (785) 534-1290
Fax No (785) 534-1291



September 26, 2013

Katie Cheney
CITY ATTORNEY

Amanda Lomax
City Clerk
119 N. Hersey
Beloit, KS 67420

In Re: Cereal Malt Beverage License Applications

Dear Amanda:

I have reviewed the cereal malt beverage license applications submitted for approval and note the following for each application:

1. Mac's Kwik Stop, Inc.

- Applicant needs to complete the Resident Agent portion of Section 2, Business Location Owner portion of Section 3, and all of Section 6.

Upon completion of the above, this application will be in proper order for acceptance and issuance of a license.

Please keep in mind that any manager, officer, or director listed on the application needs to fit the criteria set forth in the Beloit City Code and Cereal Malt Beverage Act regarding previous alcohol related convictions. The same background check should be done for each owner, manager, officer, and director. Assuming your background checks do not reveal any recent alcohol convictions, these applications are in proper order and ready for acceptance and issuance of a license.

Please contact me with any questions or concerns you may have regarding these applications or the approval process.

Sincerely,

A handwritten signature in cursive script that reads "Katie J. Cheney".

Katie J. Cheney
Beloit City Attorney

ITEMS FOR COUNCIL DISCUSSION

DATE:

October 1, 2013

TITLE:

WORK SESSION DISCUSSION

DISCUSSION:

Items for discussion at your October 1, 2013 Work Session will include the following:

1. North Campus Land Sale. The Schroeders would like to change contract with the city for the option on land on the North Campus.

Respectfully submitted,

Glenn Rodden
City Administrator

