



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, May 6, 2014

7:00 p.m.

### 1. CALL TO ORDER

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

### 2. MAYOR AND COUNCIL REPORTS

### 3. STAFF REPORTS

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

### 4. PUBLIC COMMENT

- A. Mitchell County EMS – Disaster Board Meeting

### 5. PUBLIC HEARING

- A. Franchise Fee agreements with Southwestern Bell Telephone Company (dba AT&T) and Cunningham Communications, Inc.
- B. Michael Hiserote – For property located at 601 W 3rd

### 6. CONSENT AGENDA

- A. 4/15/2014 City Council Meeting Minutes
- B. Appropriations 5B
- C. Fire Department Officers

### 7. ORDINANCES

- A. Ordinance 2147 Franchise Agreement with Cunningham Communications, Inc.
- B. Ordinance 2148 Providing Local Exchange Services Agreement with Cunningham Communications, Inc.

- C. Ordinance 2149 Franchise Agreement with Southwestern Bell Telephone Company
- D. Ordinance 2150 Impound Fees

### 8. RESOLUTIONS

- A. Resolution 2014-9 Ellenz Addition Street Improvement
- B. Resolution 2014-10 GAAP Waiver

### 9. FORMAL ACTIONS

- A. Special Event License
- B. CDBG Housing Grant Contract
- C. Audit Contract
- D. Uniform Bid
- E. Historical Society Support Letter to Open Time-Capsule

### 10. CLOSED SESSION

- A. Non-Elected Personnel

### 11. ADJOURNMENT



## ***WORK SESSION AGENDA***

### 1. CORRESPONDENCE AND STAFF REPORTS

- A. City Attorney Report
- B. City Administrator Report
- C. Treasurer's Report

### 2. DISCUSSION ITEMS

- A. Public Works Director
- B. Electric Rates

### 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.**



119 North Hersey Avenue  
P O Box 567  
Beloit, Kansas 67420



Tel No (785) 738-3551  
Fax No (785) 738-2517  
Email beloit@nckcn.com

## Request For Public Comment

**Request to make a public comment during a scheduled City of Beloit Council Meeting.**

Name of Requester: Mitchell County EMS

Address: 1906 KS 14 HWY Telephone No. 785-534-2273

Council Meeting to Attend: May 6<sup>th</sup>

Comment Detail: Invite Mayor and one Council member to Disaster  
Board meeting on May 28, 2014 at 1900 (7pm). We <sup>have</sup> ~~are~~  
Started a table top exercise on Torando that has hit Beloit.

(use reverse side if necessary).

Signature of Requester

### **For City Use Only**

Request rec'd by: \_\_\_\_\_ Date: \_\_\_\_\_

Added to Agenda: \_\_\_\_\_

Space provided for additional information concerning request:



To: The Beloit City Council

In April 2014 i received a registered letter in regards to the unacceptable condition of my property located at 601 w 3rd st in Beloit Ks. The letter addressed several issues about the condition of the property that that were to be improved and stated that all work was to be completed in a timeframe of 6 weeks. I had gotten in contact with Mr Chris Jones about the letter after receiving it about an exact date and he told me June 1st 2014 was when the work needed to be completed.

With the amount of work that needs done at this property and our recent unpredictable weather conditions i cannot foresee a timeframe of six weeks being sufficient time for me to complete all the projects that need attended to on this property. I do not disagree that the property needs attention and was actually already working with Chris Jones on making improvements to the property before receiving the registered notification. The truck had actually already been removed before i received the registered letter, and since then there have been many other improvements also.

I have included the original photo that Chris Jones took at the time of the notification and also pictures taken a week after the notification so that the council can see that there are improvements taking place on the property and will continue to be until the work is complete.

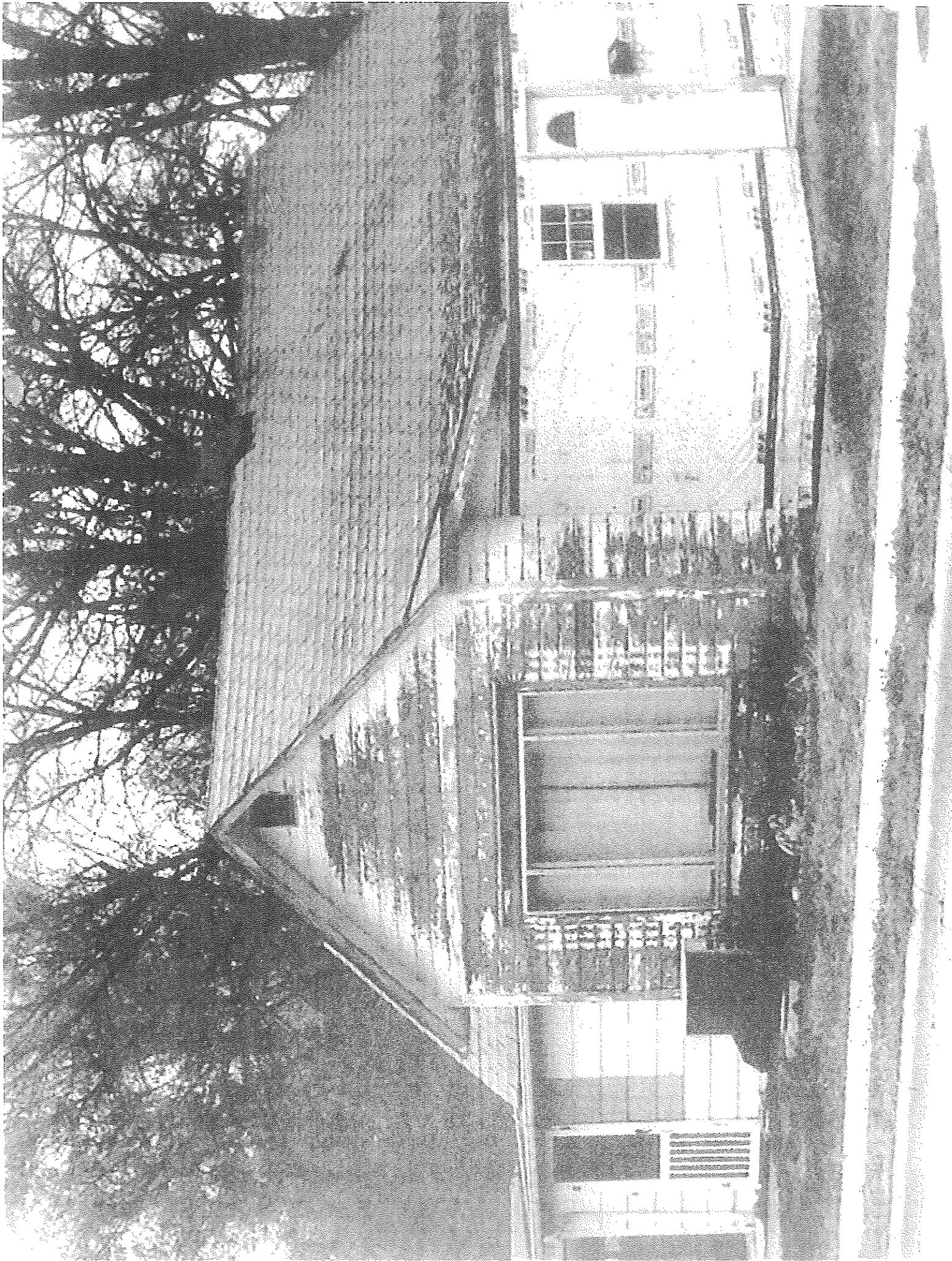
In order to complete the roofing project at this home another issue must be addressed first that was not mentioned in the registered document, a room addition in the south-east corner of the house will be added and tied in with the existing roof structure, i have already paid for and received a permit for this addition since the notification. Aside from that improvement a privacy fence shall be erected from that addition south to the driveway and also from the south side of the driveway extending out to the alley with the south lot enclosed by chain link fence to provide a safe play area for the children living at the residence. The renter living at the address is employed by Heineken Electric and Senger Construction and will be helping and cooperating with all of the mentioned and required improvements.

My request to the council is that more time be allowed to complete the projects, perhaps by summers end if possible. I have spoken with Mike Nulty about many materials that the job will require and several of those will need to be ordered which will set the completion date outside the six weeks for sure. Also i have Steve Nelson consulting with me in reference to the room addition which will need to be completed before the roof can be reshingled and will need to be done outside of the hours of his regular job at the power plant.

Your consideration in this matter is appreciated,

Sincerely, Michael J. Hiserote

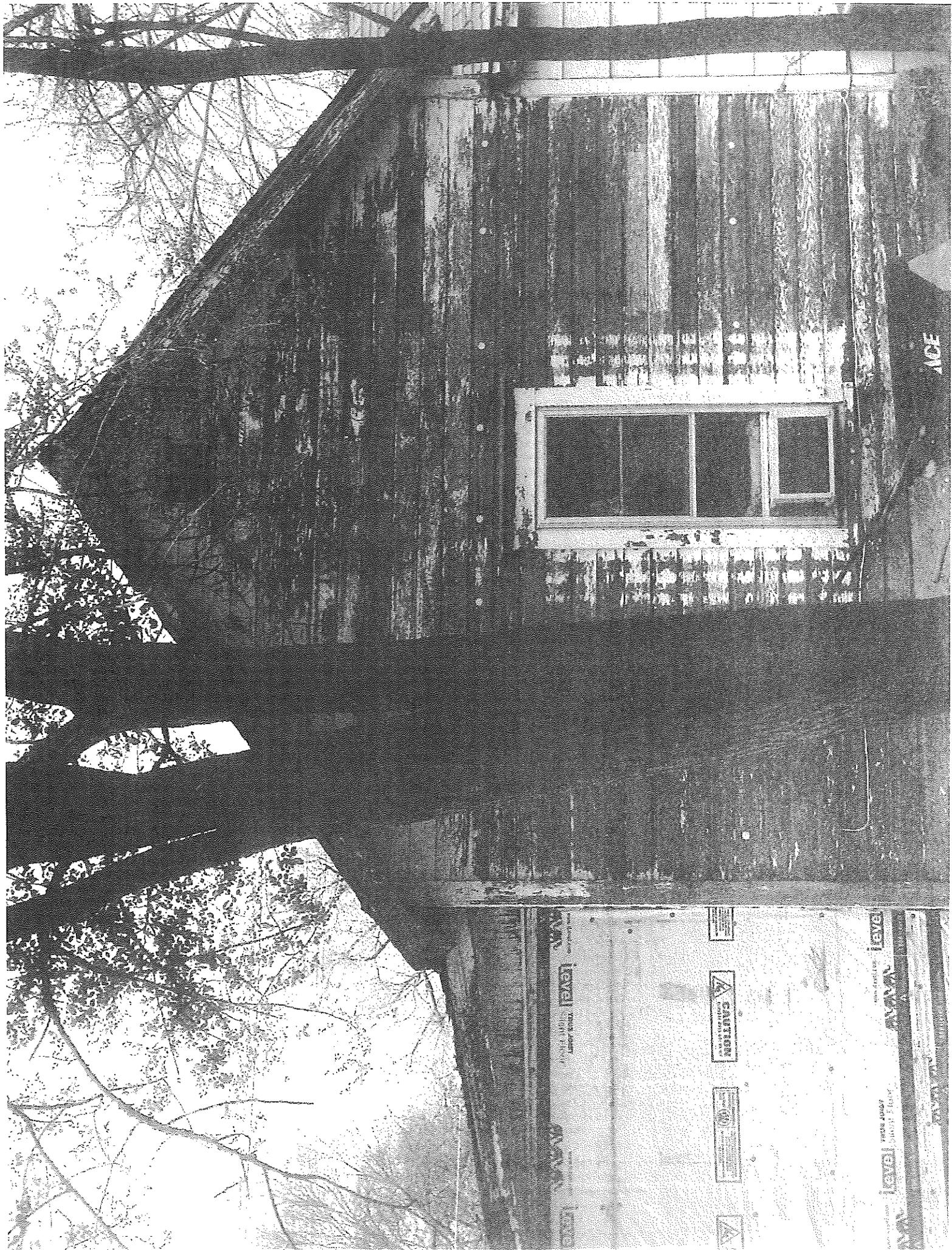












ACE

CAUTION  
LEVEL  
LEVEL  
LEVEL



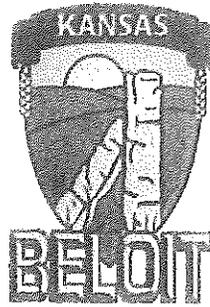


04/02/2014

000000



119 North Hershey Avenue  
P O Box 567  
Beloit, Kansas 67420



Tel No (785) 738-3553  
Fax No (785) 738-2517  
Email c.jones@beloitks.org

April 17, 2014

Mike Hiserote  
2576 L Rd.  
Beloit, Ks. 67420

Re: City Code Violations at 601 W. 3<sup>rd</sup> Street

## ORDER OF VIOLATION

Dear Mike:

The governing body finds that unsightly and hazardous conditions due to dilapidation, deterioration or disrepair of walls, siding, fences or structure exteriors; accumulations increasing the hazards of accidents or other calamities; structural defects; uncleanness; unsightly stored or parked material, equipment, supplies, machinery, vehicles, or parts thereof, are inimical to the general welfare of the community and are injurious to the health and safety of the residents of the city. A copy of Beloit City Ordinance 2141 is attached hereto for your reference.

It shall be unlawful for any person to allow to exist on any residential, commercial or industrial premises, conditions which are injurious to the health, safety or general welfare of the residents of the community or conditions which are detrimental to adjoining property, to the neighborhood, or the city. Such unlawful conditions are specifically defined in the Beloit City Code.

I have witnessed, or have received at least one verbal complaint of one or more conditions which are injurious and detrimental to the City on your property at 601 W. 3<sup>rd</sup> Street which are in violation of the Beloit City Code, specifically to-wit:

- 1) The chimney is deteriorating and creates a dangerous condition to pedestrians
- 2) The front porch needs siding and roof replaced
- 3) The structure needs painted
- 4) The old couch and tools need to be removed and properly stored

Pursuant to the City Code, you have ten (10) days from the date and time of service of this Order of Violation to abate the condition (or in the case of structure violations, 45 days), or, you may request a hearing before the Governing Body. Your request must be in writing and submitted to



and received by the City of Beloit within ten (10) days of receipt of this Order of Violation. You will be notified of the date and time of the hearing as soon as possible after filing the request for hearing.

Should you fail to comply with this Order of Violation and abate the nuisance or request a hearing, the City may abate the nuisance and assess the costs against your property and/or the Code Enforcement Officer or City Attorney may file a complaint in Beloit City Municipal Court. Each day during or on which a violation occurs or continues after this Order of Violation has been served shall constitute an additional or separate offense.

In the spirit of cooperation, please feel free to contact me should you have any questions about what needs to be done to your property. I am willing to meet with you personally to answer any questions you may have.

Respectfully,



Chris Jones,  
Code Enforcement Officer  
Beloit, Kansas

Enclosures



BELOIT CITY COUNCIL MEETING MINUTES  
April 15, 2014

The Beloit City Council met in regular session on April 15, 2014 in the Council Chamber. Mayor Tom Naasz called the meeting to order at 7:00 p.m. City Council members in attendance were, Pat Struble, Frank Delka, Kent Miller, Robert Petterson, Bob Richard, Matt Otte, Rick Brown, and Lloyd Littrell. Also present were City Administrator Glenn Rodden, City Attorney Katie Cheney, and City Clerk Amanda Lomax.

Department heads in attendance were Lynn Miller, Ron Sporleder, Dave Elam, Heather Hartman, Chris Jones, and Mike Clark.

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

Mayor Naasz thanked outgoing Council members Frank Delka and Pat Struble for their years of service on the governing body. Councilor Otte thanked City Clerk Mandy Lomax for putting the council meetings on the city's YouTube channel. Councilor Richard wanted to wish Council members Frank Delka and Pat Struble well.

City Administrator Glenn Rodden reported on the following: 1. The city was awarded the housing block grant for \$400,000.00. 2. The city water department will be flushing water mains from April 21-25<sup>th</sup>. 3. The rock crusher should be here in a couple of weeks to crush rock at the North Campus. 4. Working with AT&T to get an updated franchise agreement with them. 5. Ordinance for impound fees will be ready next meeting. 6. April 22<sup>nd</sup> will be the last steering committee meeting with Hanna-Keelan.

Public Comment from Arnold Fox: Mr. Fox wanted to know what could be done about his weed problem on his property that comes from his neighbor's yard.

The Consent Agenda consisted of April 1, 2014 Council Meeting Minutes, and appropriations 4B. A motion was made by Councilor Littrell and seconded by Councilor Delka to approve the Consent Agenda in its entirety with the exception of appropriation to Fouts Insurance until the formal action to approve the city insurance. Roll call vote yeas: Struble, Richard, Brown, Littrell, Miller, Otte, Petterson, and Delka. Nays: None.

Outgoing and New Councilmembers: 1. Appreciation and plaques were given to outgoing Council members Pat Struble and Frank Delka for their service to the community. 2. City Clerk Amanda Lomax administered the oath of loyalty to re-elect and newly elected Council members Matt Otte, Bob Richard, Charlene Abell, and Tony Gengler.

A motion was made by Councilor Otte to nominate Councilor Lloyd Littrell as Council President. There was no second for the motion. A motion was made by Councilor Richard and seconded by Councilor Miller to nominate Councilor Rick Brown as Council President. Motion carried 6-2. Nays: Otte and Littrell.

Resolution 2014-6 Mayor Annual Appointments was presented to Council for approval. Appointments consisted of Katie Cheney for City Attorney, Bonnie Wilson for Municipal Court Judge, Dr Chris Marozas for Health Officer, Beloit Call for Official City Newspaper, Stewart Porter for City Engineer, Jim Bell, Aaron Lampert, and Phil Roberts for the Cemetery Endowment Board, Joyce Mckinney and Lorraine Jensby for the Library Board, Kathy Roberts for the Planning Commission. A motion was made by Councilor Brown and seconded by Councilor Richard to approve Resolution 2014-6 Mayor Annual Appointments. Roll call vote yeas: Richard, Gengler, Petterson, Littrell, Abell, Brown, Otte, and Miller. Nays: None.

Resolution 2014-7 Unfit Structure located at 402 S Mill was presented to Council for approval. Resolution 2014-7 directs the owner of the property located at 402 S Mill to either repair or remove the structure. A motion was made by Councilor Richard and seconded by Councilor Abell to approve Resolution 2014-7 Unfit Structure at 402 S Mill. Roll call vote yeas: Abell, Richard, Petterson, Littrell, Brown, Gengler, Otte, and Miller. Nays: None.

Staff is recommending that Council approve the Special Event License request from Solomon Valley Raceway. The Solomon Valley Raceway is requesting a beer license for the entire grandstand area for all races located at the fairgrounds. A motion was made by Councilor Petterson and seconded by Councilor Brown to approve the Special Event License request from Solomon Valley Raceway. Motion carried 8-0. Nays: None.

Staff is recommending that Council approve the Concrete Pipe Bid from Old Castle Pre-Cast in the amount of \$36,080.56. The concrete pipes are materials needed for the street construction at the North Campus. A motion was made by Councilor Otte and seconded by Councilor Petterson to approve the Concrete Pipe Bid from Old Castle Pre-Cast in the amount of \$36,080.56. Motion carried 8-0. Nays: None.

Staff is recommending that Council approve the Storm Sewer Inlets Bid from Old Castle Pre-Cast in the amount of \$16,265.00. The sewer storm inlets are materials needed for the street construction at the North Campus. A motion was made by Councilor Otte and seconded by Councilor Miller to approve the Storm Sewer Inlets Bid from Old Castle Pre-Cast in the amount of \$16,265.00. Motion carried 8-0. Nays: None.

Staff is recommending that Council approve a Transformer Bid from WESCO in the amount of \$10,717.00. The transformer will be used for the Finn Cool expansion project. A motion was made by Councilor Richard and seconded by Councilor Littrell to approve a Transformer Bid from WESCO in the amount of \$10,717.00. Motion carried 8-0. Nays: None.

Staff is recommending that Council approve the purchase of the city's insurance from Fouts Insurance Agency, Inc. in the amount of \$307,072.00. A motion was made by Councilor Miller and seconded by Councilor Brown to approve the purchase of the city's insurance from Fouts Insurance Agency, Inc. in the amount of \$307,072.00. Motion carried 6-2. Nays: Otte and Littrell.

Staff is recommending that Council approve the Nuisance Abatement at 519 & 523 N Hersey. A motion was made by Councilor Richard and seconded by Councilor Miller to approve the Nuisance Abatement at 519 & 523 N Hersey. Motion carried 8-0. Nays: None.

Staff is recommending that Council approve the Nuisance Abatement at 400 N Mill. A motion was made by Councilor Miller and seconded by Councilor Richard to approve the Nuisance Abatement at 400 N Mill. Motion carried 8-0. Nays: None.

A motion was made by Councilor Abell and seconded by Councilor Petterson to approve the appropriation from Fouts Insurance Agency that was in the consent agenda. Motion carried 7-1. Nays: Littrell

A motion was made by Councilor Brown and seconded by Councilor Richard to Adjourn the Council Meeting. Motion passed 8-0. The meeting ended at 7:50 p.m.

The work session began at 7:51 p.m. City Council members in attendance were Lloyd Littrell, Kent Miller, Bob Richard, Matt Otte, Robert Petterson, Rick Brown, Tony Gengler and Charlene Abell. Also present were City Administrator Glenn Rodden, City Attorney Katie Cheney, and City Clerk Amanda Lomax.

City Administrator Glenn Rodden went over a quick report with Council to show how much a 10% increase would be for the city's rural electric customers.

Councilmember Bob Richard wanted to discuss the status of Sturgis Street with the rest of the governing body.

Work Session ended at 8:17 p.m.

---

TOM NAASZ, Mayor

ATTEST:

---

AMANDA LOMAX, City Clerk



# Accounts Payable Detail Listing

City of Beloit

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
		<u>Account#</u>	<u>Work Order</u>			<u>Description</u>			<u>Debit</u>	<u>Credit</u>
838	<b>CONCRETE ACCESSORIES</b>									
57899		5/8/2014	5/8/2014		1,504.58	0722936-IN CONCRETE BLADES	4/9/2014	18994	4/25/2014	Posted
		30-00-7450							1,504.58	0.00
1721	<b>A-B BUILDERS</b>									
57815		5/8/2014	5/8/2014		260.50	129841 FREIGHT FOR CHIPS	4/3/2014	18993	4/25/2014	Posted
		25-00-3000							260.50	0.00
57816		5/8/2014	5/8/2014		273.75	129840 ROAD GRAVEL HAULED	4/3/2014	17241	4/18/2014	Posted
		30-00-8100							273.75	0.00
6	<b>ABRAM READY-MIX, INC</b>									
57817		5/8/2014	5/8/2014		217.76	15832 FLOWABLE FILL	4/10/2014	17244	4/18/2014	Posted
		30-00-8100							217.76	0.00
57938		5/8/2014	5/8/2014		167.61	15823 CONCRETE-NC TUNNEL & PK POST	4/9/2014	17758	4/23/2014	Posted
		10-19-4300							167.61	0.00
57939		5/8/2014	5/8/2014		1,229.71	15833 FLOWABLE-FINN KOOL		19116	4/16/2014	Posted
		53-43-6150				15833 FLOWABLE-N CAMPUS			326.64	0.00
		53-43-6150				15833-S LINCOLN-6 SACK			272.20	0.00
		30-00-8100				15899-S LINCOLN -6 PACK			167.61	0.00
		30-00-8100				15899-S LINCOLN -PAVEMENT			251.42	0.00
		30-00-8100				15899-FLOWABLE FINN KOOL			156.36	0.00
		53-43-6150							55.48	0.00
									1,229.71	0.00
57940		5/8/2014	5/8/2014		489.96	15898 FLOWABLE FILL	4/15/2014	17247	4/23/2014	Posted
		30-00-8100							489.96	0.00
11	<b>ADVANCE INSURANCE COMPANY</b>									
57925		5/8/2014	5/8/2014		627.30	MAY 2014 LIFE INS. PREMIUMS		18096	5/1/2014	Posted
		21-00-2100							627.30	0.00
774	<b>AIR AND FIRE SYSTEMS INC</b>									
57818		5/8/2014	5/8/2014		278.50	HYDROTEST EXTINGUISHER-36370	4/11/2014	17761	4/23/2014	Posted
		10-18-3000				EXTINGUISHER(4) HAZMAT SERV.-3636			28.00	0.00
		10-19-4300							250.50	0.00
									278.50	0.00
767	<b>AIRGAS MID SOUTH INC</b>									
57819		5/8/2014	5/8/2014		26.84	9917247949 BOTTLED GAS	3/31/2014	17962	4/30/2014	Posted
		53-41-6230							26.84	0.00
2137	<b>ALERT</b>									
57820		5/8/2014	5/8/2014		240.00	008407 EQUIPMENT	4/14/2014	18840	4/18/2014	Posted
		10-13-7440				TRAINING FOR 3 OFFICERS			120.00	0.00
		10-13-2400							120.00	0.00
									240.00	0.00
27	<b>ALSOP SAND CO., INC</b>									
57822		5/8/2014	5/8/2014		388.73	GRAVEL		17243	4/18/2014	Posted
		30-00-8100							388.73	0.00
813	<b>AMERIPRIDE SERVICES INC.</b>									
57823		5/8/2014	5/8/2014		63.39	2300394541 RED RAGS & RUGS	4/4/2014	18986	4/14/2014	Posted
		10-15-3000							63.39	0.00
1124	<b>APAC-KANSAS INC</b>									
57824		5/8/2014	5/8/2014		1,303.99	8001372861-1/2" CHIPS		18967	4/14/2014	Posted
		25-00-6160				8001373610-1/2" CHIPS			648.79	0.00
		25-00-6160							655.20	0.00
									1,303.99	0.00
2496	<b>BOWE BEHYMER</b>									
57825		5/8/2014	5/8/2014		100.00	SOCCER UMPIRE 10 GAMES @ 10.00		17749	4/23/2014	Posted
		10-17-6800							100.00	0.00
74	<b>BELOIT MEDICAL CENTER, PA</b>									
57826		5/8/2014	5/8/2014		85.00	4550 PHYSICAL	4/21/2014	17671	4/23/2014	Posted
		52-43-3000							85.00	0.00
77	<b>BELOIT READY MIX</b>									
57827		5/8/2014	5/8/2014		2,530.00	129838 46 YDS OF 3/4 SACK FLOWABLE	4/3/2014	17242	4/18/2014	Posted
		30-00-8100							2,530.00	0.00
57941		5/8/2014	5/8/2014		162.00	129837 FLOWABLE-ELLENZ	4/3/2014	19106	4/3/2014	Posted
		53-43-8300							162.00	0.00

# Accounts Payable Detail Listing

City of Beloit

<b>Vend# Vendor Name</b>		<b>Pay#</b>	<b>Post Date</b>	<b>Due Date</b>	<b>Amount</b>	<b>Invoice</b>	<b>Date</b>	<b>PO#</b>	<b>Date</b>	<b>Status</b>
	<b>Account#</b>	<b>Work Order</b>			<b>Description</b>				<b>Debit</b>	<b>Credit</b>
2735	<b>BEVERAGE CARBONATION SERVICE (continued)</b>									
57935	51-41-6170		5/8/2014	5/8/2014	457.64	M15528 3428 LBS. CO2	4/29/2014	16133	4/29/2014	Posted
									457.64	0.00
669	<b>BLADE-EMPIRE PUBLISHING</b>									
57828	10-11-5400		5/8/2014	5/8/2014	221.65	ORDINANCES-NO.2144-130696	4/4/2014	17640	4/14/2014	Posted
	10-11-5400					ORDINANCES-NO.2145-130695			50.05	0.00
	10-11-5400					ORDINANCES-NO.2146-130697			57.20	0.00
									114.40	0.00
									<u>221.65</u>	<u>0.00</u>
88	<b>BLUE CROSS &amp; BLUE SHIELD INSURANCE</b>									
57924	21-00-2100		5/8/2014	5/8/2014	57,484.74	MPN96366 MAY 2014 HEALTH INS. PREMIUMS		18097	5/1/2014	Posted
									57,484.74	0.00
2219	<b>CITY OF БЕЛОИТ</b>									
57922	10-21-6190		5/8/2014	5/8/2014	300.00	SWIMMING POOL CASH BASE		17766	4/30/2014	Ck# 69828 Printed
									300.00	0.00
158	<b>COMPUTER SOLUTIONS INC</b>									
57921	52-43-3000		5/8/2014	5/8/2014	184.00	169014 LABOR TO FIX COMPUTER	4/29/2014	17264	4/30/2014	Posted
									184.00	0.00
2321	<b>ALEX CONN</b>									
57821	10-17-6800		5/8/2014	5/8/2014	140.00	SOCCER REFEREE 14 GAMES@10.00		17747	4/23/2014	Posted
									140.00	0.00
431	<b>CONTINENTAL ANALYTICAL SERVICE</b>									
57829	52-41-3000		5/8/2014	5/8/2014	395.00	153026 MONTHLY PLANT ANALYSIS	3/24/2014	15250	4/16/2014	Posted
									395.00	0.00
57928	52-41-3000		5/8/2014	5/8/2014	890.00	153696 KDHE SLUDGE & SOIL ANALYSES	4/28/2014	15255	4/29/2014	Posted
									890.00	0.00
1913	<b>CROP PRODUCTION SERVICES</b>									
57830	10-14-4300		5/8/2014	5/8/2014	147.73	23687520 CHEMICALS-FIRE DEPT.	4/11/2014	17645	4/15/2014	Posted
									147.73	0.00
57927	10-20-6170		5/8/2014	5/8/2014	232.65	23763549 MAKAZE & IMAZURON	4/18/2014	17773	4/30/2014	Posted
									232.65	0.00
1358	<b>CUNNINGHAM TELEPHONE &amp; CABLE CO</b>									
57911	10-15-5310		5/8/2014	5/8/2014	84.27	STREET DEPT.		18157	4/30/2014	Posted
									84.27	0.00
57912	26-00-5310		5/8/2014	5/8/2014	82.98	COMMUNITY DEVELOPMENT		18158	4/30/2014	Posted
									82.98	0.00
57913	10-11-5310		5/8/2014	5/8/2014	337.53	ADMIN		18159	4/30/2014	Posted
									337.53	0.00
57914	10-13-5310		5/8/2014	5/8/2014	84.73	POLICE DEPT.		18160	4/30/2014	Posted
									84.73	0.00
57915	10-14-5310		5/8/2014	5/8/2014	75.00	FIRE DEPT.		18161	4/30/2014	Posted
									75.00	0.00
57916	51-41-5310		5/8/2014	5/8/2014	253.90	WATER PLANT		18162	4/30/2014	Posted
	53-41-5310					POWER PLANT			68.68	0.00
									185.22	0.00
									<u>253.90</u>	<u>0.00</u>
57917	10-18-5310		5/8/2014	5/8/2014	218.19	PARKS & REC		18163	4/30/2014	Posted
									218.19	0.00
57918	53-43-5310		5/8/2014	5/8/2014	112.66	SYSTEMS		18164	4/30/2014	Posted
	52-43-5310					SYSTEMS			37.56	0.00
	51-43-5310					SYSTEMS			37.55	0.00
									37.55	0.00
									<u>112.66</u>	<u>0.00</u>
57919	10-22-5310		5/8/2014	5/8/2014	149.03	AIRPORT		18165	4/30/2014	Posted
									149.03	0.00
206	<b>DUNSTAN TRUCKING</b>									
57832	53-41-7490		5/8/2014	5/8/2014	3,123.82	24851 GRAVEL FOR BACK LOT	4/6/2014	17960	4/6/2014	Posted
									3,123.82	0.00
700	<b>EMC INSURANCE COMPANY</b>									
57833	53-43-3000		5/8/2014	5/8/2014	198.98	CLAIM NO. Z01009855	4/12/2014	17649	4/17/2014	Posted
									198.98	0.00

# Accounts Payable Detail Listing

City of Beloit

<u>Vend#</u> <u>Vendor Name</u>		<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>				<u>Description</u>			<u>Debit</u>	<u>Credit</u>
2561	<b>CADEN EMMOT (continued)</b>									
57834	10-17-6800		5/8/2014	5/8/2014	48.00			17753	4/23/2014	Posted
						SOCCER REFEREE 6 GAMES @ 8.00			48.00	0.00
2732	<b>CAMI ENGELBERT</b>									
57934	10-21-2400		5/8/2014	5/8/2014	180.00			17767	4/30/2014	Posted
						LIFEGUARD INSTRUCTOR AIDE			180.00	0.00
1399	<b>TERRI ENGELBERT</b>									
57933	10-21-2400		5/8/2014	5/8/2014	330.00			17768	4/30/2014	Posted
						LIFEGUARD INSTRUCTOR			330.00	0.00
844	<b>FAUSER OIL COMPANY</b>									
57895	53-41-6260		5/8/2014	5/8/2014	0.00	278526	4/25/2014	17951	4/25/2014	**VOID**
						UNLEADED FUEL-8000 GALLONS			25,089.60	0.00
57931	53-41-6260		5/8/2014	5/8/2014	25,049.17	278973	4/25/2014	19118	4/25/2014	Posted
						FUEL FOR 87E10			25,049.17	0.00
1838	<b>FINNEY MACHINE INC</b>									
57835	53-41-3000		5/8/2014	5/8/2014	839.09	008685	4/10/2014	17949	4/10/2014	Posted
						LID FOR INNER COOLER FOR #1			839.09	0.00
427	<b>FOLEY EQUIPMENT INC</b>									
57836	10-15-4330		5/8/2014	5/8/2014	175.72	PS220001948	4/4/2014	18984	4/9/2014	Posted
						SEAL KIT			175.72	0.00
57936	52-43-4310		5/8/2014	5/8/2014	26.83	PS220002189	4/23/2014	17265	4/30/2014	Posted
						BOLT, WASHER, SPACER, & FREIGHT			26.83	0.00
537	<b>GALLS INC/ QUARTERMASTER</b>									
57837	10-13-4310		5/8/2014	5/8/2014	125.98	001789731	4/2/2014	18838	4/18/2014	Posted
						SWITCH PANEL			125.98	0.00
57838	10-13-7440		5/8/2014	5/8/2014	193.98	001810260	4/8/2014	18127	4/24/2014	Posted
						SIREN			193.98	0.00
2744	<b>GSI ENGINEERING, LLC</b>									
57905	30-00-3000		5/8/2014	5/8/2014	352.00	56491	2/25/2014	17650	4/17/2014	Posted
						LAB TESTING			352.00	0.00
1053	<b>MIKE HAEFFLE</b>									
57839	10-15-5410		5/8/2014	5/8/2014	45.00		4/11/2014	18985	4/14/2014	Posted
						CDL REIMBURSEMENT			45.00	0.00
1279	<b>HD SUPPLY WATERWORKS, LTD</b>									
57840	51-43-6000		5/8/2014	5/8/2014	84.00	C105932	4/4/2014	17250	4/22/2014	Posted
						RA42-44-QNL 3/4 RING ADPT QJ			44.28	0.00
						RA42-44-QNL 3/4 RING ADPT QJ			39.72	0.00
									84.00	0.00
57841	51-43-6000		5/8/2014	5/8/2014	663.07	C186731	4/4/2014	17251	4/22/2014	Posted
						8X12-1/2 CLAMP			324.74	0.00
						8X25 CLAMP			338.33	0.00
									663.07	0.00
2743	<b>BRET HEIDEMAN</b>									
57904	52-43-2911		5/8/2014	5/8/2014	129.65	258032	4/11/2014	17240	4/18/2014	Posted
						BOOT ALLOWANCE			129.65	0.00
938	<b>IACP-MEMBERSHIP</b>									
57842	10-13-5410		5/8/2014	5/8/2014	240.00			18123	4/17/2014	Posted
						MEMBERSHIP DUES			240.00	0.00
1372	<b>INDUSTRIAL CHEM LAB</b>									
57843	52-43-6000		5/8/2014	5/8/2014	560.31	147280	4/11/2014	17246	4/23/2014	Posted
						100 LBS. OF LIFT STATION DEGREASEF			560.31	0.00
2157	<b>R J JACKSON</b>									
57845	10-17-6800		5/8/2014	5/8/2014	100.00			17752	4/23/2014	Posted
						SOCCER REFEREE 10 GAMES @ 10.00			100.00	0.00
57846	10-11-3360		5/8/2014	5/8/2014	0.00	1776	4/15/2014	17651	4/17/2014	**VOID**
						WEB HOSTING FEES			396.99	0.00
2742	<b>RYAN JACKSON</b>									
57903	10-17-6800		5/8/2014	5/8/2014	135.00			17751	4/23/2014	Posted
						SOCCER REFEREE 15 GAMES @ 9.00			135.00	0.00

# Accounts Payable Detail Listing

City of Beloit

<b>Vend# Vendor Name</b>		<b>Pay#</b>	<b>Post Date</b>	<b>Due Date</b>	<b>Amount Invoice</b>	<b>Date</b>	<b>PO#</b>	<b>Date</b>	<b>Status</b>
	<b>Account#</b>	<b>Work Order</b>		<b>Description</b>				<b>Debit</b>	<b>Credit</b>
1922	<b>JNT COMPANY LLC (continued)</b>								
57945	5/8/2014	5/8/2014	396.99	1776	4/30/2014	17651		4/17/2014	Posted
	10-11-3360			WEB HOSTING FEES				396.99	0.00
2738	<b>JOHN DEERE FINANCIAL</b>								
57831	5/8/2014	5/8/2014	2,091.34	1452945	4/5/2014	17764		4/24/2014	Posted
	10-19-4300			N. CAMPUS MOWER LEASE				2,091.34	0.00
357	<b>KANSAS DEPARMENT OF REVENUE-WPF</b>								
57847	5/8/2014	5/8/2014	2,042.35		4/25/2014	18095		4/25/2014	Posted
	51-00-2075			2014 1ST QUARTER WATER PROTEC FI				1,054.12	0.00
	51-41-5995			2014 1ST QUARTER WATER PROTEC FI				988.23	0.00
								<u>2,042.35</u>	<u>0.00</u>
514	<b>KANSAS PEACE OFFICERS ASSOCIATION</b>								
57906	5/8/2014	5/8/2014	90.00			18843		4/18/2014	Posted
	10-13-5410			MEMBERSHIP DUES FOR 6 @ 15.00				90.00	0.00
375	<b>KANSAS STATE TREASURER</b>								
57844	5/8/2014	5/8/2014	681.00			18844		4/23/2014	Posted
	10-12-3000			LETC FUND FEES 10 @ \$20				200.00	0.00
	10-12-3000			LETC FUND FEES 9 @ \$20				180.00	0.00
	10-12-3000			LETC FUND FEES 11 @ \$20				220.00	0.00
	10-12-3000			REINSTATEMENT FEE-20140001				81.00	0.00
								<u>681.00</u>	<u>0.00</u>
1887	<b>KMEA GRDA OPERATING FUND</b>								
57849	5/8/2014	5/8/2014	104,743.43	GRDA-BE-14-05	4/10/2014	17965		5/9/2014	Posted
	53-41-6220			MAY SERVICE				104,743.43	0.00
556	<b>KMEA WAPA OPERATING FUND</b>								
57848	5/8/2014	5/8/2014	20,100.54	WAPA-BL-14-04	4/7/2014	17930		5/6/2014	Posted
	53-41-6220			APRIL 2014				20,100.54	0.00
2416	<b>KNCK AM/KNCK FM-NCK 94.9</b>								
57898	5/8/2014	5/8/2014	245.00	14040178	4/27/2014	17682		4/29/2014	Posted
	10-11-5400			JOB LINE-PUBLIC WORKS DIRECTOR				245.00	0.00
2741	<b>CHANCE KOPSA</b>								
57902	5/8/2014	5/8/2014	70.00			17750		4/23/2014	Posted
	10-17-6800			SOCCER REFEREE 10 GAMES @ 7.00				70.00	0.00
1037	<b>LATTIN AVIATION-TRAVIS LATTIN</b>								
57850	5/8/2014	5/8/2014	2,400.00			17678		4/25/2014	Posted
	10-22-3000			MARCH SERVICE CONTRACT				1,200.00	0.00
	10-22-3000			MAY SERVICE CONTRACT				1,200.00	0.00
								<u>2,400.00</u>	<u>0.00</u>
188	<b>LAWSON PRODUCTS INC</b>								
57851	5/8/2014	5/8/2014	570.36	9302363659	4/7/2014	17245		4/18/2014	Posted
	51-43-6000			BLUE FLAGS				193.80	0.00
	52-43-6000			SEWER FLAGS				193.80	0.00
	53-43-6000			WHITE FLAGS				152.10	0.00
	53-43-6000			FREIGHT				30.66	0.00
								<u>570.36</u>	<u>0.00</u>
57929	5/8/2014	5/8/2014	78.26	9302404795	4/24/2014	19115		4/24/2014	Posted
	53-43-6000			BRAKE CLEANER & HDW.				78.26	0.00
405	<b>LEAGUE OF KS MUNICIPALITIES</b>								
57897	5/8/2014	5/8/2014	72.68	14-1285	4/21/2014	17669		4/21/2014	Posted
	10-11-6000			ANNEXATION IN KANSAS				72.68	0.00
424	<b>MCHENRY ELECTRIC &amp; SUPPLY</b>								
57896	5/8/2014	5/8/2014	24.00	011035	4/15/2014	17759		4/23/2014	Posted
	10-20-6180			2 CYCLE OIL				24.00	0.00
1160	<b>MID STATES ENERGY WORKS INC</b>								
57852	5/8/2014	5/8/2014	17,118.80			17938		4/17/2014	Posted
	53-41-3000			MIKE MILEAGE FOR POWER OUTAGE				680.00	0.00
	53-41-4360			SUB CIRCUIT BREAKER				15,200.00	0.00
	53-41-4360			FREIGHT				1,238.80	0.00
								<u>17,118.80</u>	<u>0.00</u>

# Accounts Payable Detail Listing

City of Beloit

<b>Vend# Vendor Name</b>									
<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>	
<b>462 MITCHELL COUNTY CLERK (continued)</b>									
57881	5/8/2014	5/8/2014	2,465.65		4/3/2014	17639	4/14/2014	Posted	
	10-11-5900				CITY ELECTIONS		2,465.65		0.00
<b>456 MITCHELL COUNTY COMMUNICATIONS CENTER</b>									
57907	5/8/2014	5/8/2014	246.00			17673	4/25/2014	Posted	
	10-14-3000				EDISPATCH PROGRAM-ANNUAL PAY		246.00		0.00
<b>471 MITCHELL COUNTY NOXIOUS WEED DEPT</b>									
57853	5/8/2014	5/8/2014	142.25	2014020	4/15/2014	15248	4/16/2014	Posted	
	52-41-6170				WEED CONTROL AND WEED KILLER		142.25		0.00
<b>470 MITCHELL COUNTY SOLID WASTE</b>									
57854	5/8/2014	5/8/2014	5.00	021764	4/15/2014	17755	4/23/2014	Posted	
	10-18-3000				WASTE MATERIAL		5.00		0.00
57932	5/8/2014	5/8/2014	20,411.80			19223	4/30/2014	Posted	
	54-41-3000				TRASH COLLECTIONS		20,411.80		0.00
<b>498 NATIONAL SIGN COMPANY</b>									
57855	5/8/2014	5/8/2014	534.46	IN-170853	4/7/2014	18988	4/14/2014	Posted	
	25-00-6000				SNOW ROUTE SIGNS		534.46		0.00
<b>494 NEBRASKA MUNICIPAL POWER POOL</b>									
57856	5/8/2014	5/8/2014	1,883.13	15760	4/1/2014	17638	4/14/2014	Posted	
	53-41-5410				MEMBER FEE		1,883.13		0.00
<b>827 NETWORKS PLUS</b>									
57857	5/8/2014	5/8/2014	265.00	147231	4/15/2014	17652	4/17/2014	Posted	
	10-13-3360				PD SERVICE CONTRACT		265.00		0.00
57858	5/8/2014	5/8/2014	265.00	147228	4/15/2014	17653	4/17/2014	Posted	
	10-11-3360				ADMIN. SERVICE CONTRACT		265.00		0.00
57920	5/8/2014	5/8/2014	60.00	147595	4/30/2014	18166	4/30/2014	Posted	
	10-11-3360				MOZY PRO BACKUP		60.00		0.00
57943	5/8/2014	5/8/2014	2,130.00	147488	4/21/2014	17667	4/22/2014	Posted	
	30-00-3000				COMPUTER & SOFTWARE FOR PD		2,130.00		0.00
57944	5/8/2014	5/8/2014	1,560.00	147487	4/21/2014	17668	4/22/2014	Posted	
	30-00-3000				PRINTER FOR PD		1,560.00		0.00
<b>1135 PAVING MAINTENANCE SUPPLY</b>									
57859	5/8/2014	5/8/2014	30.00	IO142299	4/22/2014	18992	4/25/2014	Posted	
	10-15-2400				SEMINAR FEES		30.00		0.00
<b>1076 PFEIFLEY JEWELERS</b>									
57860	5/8/2014	5/8/2014	90.00	56385	4/11/2014	17661	4/18/2014	Posted	
	10-11-6000				2 PLAQUES AND FREIGHT		90.00		0.00
<b>527 PIERCE ELECTRONICS</b>									
57937	5/8/2014	5/8/2014	350.00	27629	4/30/2014	18167	4/30/2014	Posted	
	10-14-7470				HANDHELD RADIO		350.00		0.00
<b>1263 PRAIRE FIRE COFFEE ROASTERS</b>									
57861	5/8/2014	5/8/2014	146.19	6312416004	4/9/2014	17966	4/9/2014	Posted	
	53-41-6110				COFFEE		146.19		0.00
57892	5/8/2014	5/8/2014	77.80	631386	4/24/2014	18990	4/25/2014	Posted	
	10-15-6000				COFFEE		77.80		0.00
57894	5/8/2014	5/8/2014	45.90	631383	4/24/2014	17672	4/24/2014	Posted	
	10-11-6000				COFFEE		45.90		0.00
<b>2425 PROTOCOL, LLC</b>									
57893	5/8/2014	5/8/2014	364.00		4/21/2014	18129	4/24/2014	Posted	
	10-13-5310				MAY BILL		364.00		0.00
<b>559 RELIABLE OFFICE SUPPLIES</b>									
57862	5/8/2014	5/8/2014	1,115.66			18841	4/18/2014	Posted	
	10-13-6110				SUPPLIES-FHV19400		1,078.68		0.00
	10-12-6110				SUPPLIES-FHV19401		36.98		0.00
							1,115.66		0.00
<b>575 SAGE PRODUCTS</b>									
57863	5/8/2014	5/8/2014	683.22	0052336-IN	4/15/2014	17941	4/15/2014	Posted	
	53-41-6170				CLEAN ALL 55 GAL		683.22		0.00
57864	5/8/2014	5/8/2014	256.00	0052205-IN	4/8/2014	17961	4/1/2014	Posted	
	53-41-6000				PAPER TOWELS		256.00		0.00

# Accounts Payable Detail Listing

City of Beloit

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
		<u>Account#</u>	<u>Work Order</u>			<u>Description</u>			<u>Debit</u>	<u>Credit</u>
488	<b>SCHWAB EATON BELOIT (continued)</b>									
57865		53-43-3000		5/8/2014	305.00	13.B067 LAND SURVEY-CONROY ADDITION	4/10/2014	19105	4/10/2014	Posted
									305.00	0.00
57873		30-00-3000		5/8/2014	8,100.00	13.038C CONSTRUCTION STAKING N. CAMPUS	4/14/2014	17643	4/14/2014	Posted
									8,100.00	0.00
57874		30-00-3000		5/8/2014	6,637.50	13.068B N. CAMPUS DEVELOPMENT INSPECT.	4/14/2014	17644	4/14/2014	Posted
									6,637.50	0.00
600	<b>SELLERS EQUIPMENT INC</b>									
57875		10-15-7450		5/8/2014	314.04	IC128227 BUSHING, RINGS, HOUSING, BUMPER	4/10/2014	18995	4/25/2014	Posted
									314.04	0.00
2367	<b>SOLOMON CORPORATION</b>									
57876		53-43-4360		5/8/2014	2,000.78	251453 SWITCHGEAR	4/11/2014	19107	4/11/2014	Posted
									2,000.78	0.00
84	<b>ST JOHN'S SCHOOL - CROSSWALK GUARD</b>									
57878		10-13-3000		5/8/2014	95.00	CROSSWALK - 19 DAYS @ 5.00		17676	4/25/2014	Posted
									95.00	0.00
643	<b>STANION WHSE ELECTRIC COMPANY</b>									
57877		53-43-7450		5/8/2014	832.24	POLE TAMPER-3597265-00		19111	4/17/2014	Posted
		53-43-4390				POLE TAMPER-3621750-00			606.16	0.00
									226.08	0.00
									<u>832.24</u>	<u>0.00</u>
229	<b>SUBWAY OF BELOIT</b>									
57926		10-18-7310		5/8/2014	21.63	276020 ARBOR DAY CELEBRATION COOKIES	4/25/2014	17770	4/30/2014	Posted
									21.63	0.00
2740	<b>SUMMER KIDS CAFE</b>									
57901		10-11-6000		5/8/2014	150.00	DONATION		18094	4/25/2014	Posted
									150.00	0.00
2739	<b>DAMON TATRO</b>									
57900		10-17-6800		5/8/2014	84.00	SOCCER REFEREE 12 GAMES @7.00		17748	4/23/2014	Posted
									84.00	0.00
201	<b>THYSSENKRUPP ELEVATOR</b>									
57942		10-11-3000		5/8/2014	303.56	3001061873 ELEVATOR SERVICE CONTRACT	5/1/2014	18169	5/2/2014	Posted
									303.56	0.00
1163	<b>TMHC SERVICES INC</b>									
57879		10-11-3000		5/8/2014	126.00	189187 EAP PARTICIPANT FEE	4/3/2014	17637	4/14/2014	Posted
		10-11-3000				ADMIN. FEES			42.00	0.00
									84.00	0.00
									<u>126.00</u>	<u>0.00</u>
57880		10-13-3000		5/8/2014	327.50	189188 PRE-EMPLOYMENT TEST	4/3/2014	17636	4/14/2014	Posted
		10-11-3000				EMP. ASSIST. PROGRAM			70.00	0.00
		10-11-3000				ADMIN FEE 22 PARTICIPANTS			72.00	0.00
		52-43-3000				PRE EMPLOYMENT TEST			115.50	0.00
									70.00	0.00
									<u>327.50</u>	<u>0.00</u>
704	<b>UNIVAR USA INC</b>									
57882		51-41-6170		5/8/2014	9,034.28	WI608298 SODA ASH	4/2/2014	16123	4/17/2014	Posted
									9,034.28	0.00
57883		51-41-6170		5/8/2014	19,632.60	WI608231 ALUMINUM SULFATE	3/26/2014	16118	4/16/2014	Posted
									19,632.60	0.00
697	<b>USD 273</b>									
57884		10-13-3000		5/8/2014	390.00	CROSSWALK 20 DAYS @ 19.50		17675	4/25/2014	Posted
									390.00	0.00
410	<b>UTILITIES</b>									
57908		10-13-6220		5/8/2014	574.86	CITY SHARE OF JAIL UTILITIES		17683	4/30/2014	Posted
									574.86	0.00
2067	<b>VERIZON WIRELESS SERVICES, LLC</b>									
57885		10-13-5310		5/8/2014	148.23	3063745771 PD MAY BILL	4/9/2014	18126	4/24/2014	Posted
									148.23	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	<b>VERIZON WIRELESS SERVICES, LLC (continued)</b>											
57886		5/8/2014	5/8/2014		162.20	9723611652	4/16/2014	17680	4/28/2014	Posted		
		10-11-5310				ADMIN MAY BILL			109.30		0.00	
		10-20-5310				CEMETARY MAY BILL			52.90		0.00	
									<u>162.20</u>		<u>0.00</u>	
57887		5/8/2014	5/8/2014		45.02	9723650653	4/16/2014	17681	4/28/2014	Posted		
		53-41-5310				POWER PLANT-STAND-BY MAY BILL			45.02		0.00	
57888		5/8/2014	5/8/2014		124.48	9723642560	4/16/2014	17674	4/25/2014	Posted		
		53-43-5310				SYSTEMS MAY BILL			41.50		0.00	
		52-43-5310				SYSTEMS MAY BILL			41.49		0.00	
		51-43-5310				SYSTEMS MAY BILL			41.49		0.00	
									<u>124.48</u>		<u>0.00</u>	
706	<b>VERMEER GREAT PLAINS, INC</b>											
57909		5/8/2014	5/8/2014		3.00	P00722	11/22/2013	17686	4/29/2014	Posted		
		53-43-4330				PAID TWICE CREDIT ON INV. P00722			3.00		0.00	
57930		5/8/2014	5/8/2014		2,108.11	P01986	4/24/2014	19114	4/24/2014	Posted		
		53-43-4330				ROLLER ASSEMBLY			2,108.11		0.00	
712	<b>WACONDA TRADER</b>											
57923		5/8/2014	5/8/2014		50.40		4/30/2014	18168	5/1/2014	Posted		
		53-41-6400				POWER PLANT OPERATOR AD			50.40		0.00	
2629	<b>WAGeworks</b>											
57889		5/8/2014	5/8/2014		77.00	125AIO314989	4/17/2014	17654	4/17/2014	Posted		
		10-11-3000				ADMIN FEE FSA MONTHLY			77.00		0.00	
728	<b>WEIS FIRE &amp; SAFETY EQUIPMENT CO. INC.</b>											
57890		5/8/2014	5/8/2014		1,070.79	137610	4/14/2014	18842	4/18/2014	Posted		
		30-00-3000				DODGE CHARGER POLICE PKG.			1,070.79		0.00	
1035	<b>BRUCE WILSON</b>											
57891		5/8/2014	5/8/2014		60.00		4/17/2014	17659	4/18/2014	Posted		
		10-11-3000				DECEMBER BANK RECONCILIATION			60.00		0.00	
					<u>341,031.95</u>	121 Non-voided payables listed.						

Report Setup  
 AP - Accounts Payable Listing : Vendor Name  
 Filter Options  
 Starting: 5/8/2014  
 Ending: 5/8/2014  
 Banks: All  
 Payable Status: Posted, Printed, ACH, Recorded, Voided  
 All Vendors Selected



April 17, 2014

Beloit City Council  
119 N. Hersey  
Beloit, KS 67420

Dear Council Members,

The Beloit Fire Department held their election of officers on 4/14/14. At this election meeting the department elected the following new officers. I ask the council for your approval of the officers.

Chief-----Steve Rugg  
First Asst Chief-----Blake Miller  
Second Asst Chief-----Charlie Wright  
Secretary-----Steve Krier  
Treasurer-----Randy Struede  
First Captain-----Eric Damsian  
Second Captain-----Dale Lewis  
First Truck Driver-----Jeff Christman  
Second Truck Driver-----Jake Krome  
Third Truck Driver-----Josh Bell  
First Truckee-----Allen Along  
Second Truckee-----Nathan Lund

  
Steve Rugg  
Fire Chief



## REQUEST FOR COUNCIL ACTION

**DATE:**

May 6, 2014

**TITLE:**

ORDINANCE 2147 FRANCHISE AGREEMENT WITH  
CUNNINGHAM COMMUNICATIONS

**ORIGINATING DEPARTMENT:**

Administration

**TYPE OF ACTION:**

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

**RECOMMENDATION:**

I recommend that the Council approve Ordinance 2147.

**FISCAL NOTE:**

- There is no direct cost associated with passing this ordinance.

**DISCUSSION:**

This ordinance grants Cunningham Communications, Inc. a non-exclusive franchise to maintain cable service within the city limits of the City of Beloit; establishes a franchise fee of five percent (5%) on all franchise revenue; and repeals Ordinance No. 1985.

Respectfully submitted,

Glenn Rodden  
City Administrator



## ORDINANCE NO. 2147

AN ORDINANCE GRANTING CUNNINGHAM COMMUNICATIONS, INC., OF GLEN ELDER, KANSAS, A TEN (10) YEAR NONEXCLUSIVE RIGHT, AUTHORITY, POWER AND FRANCHISE TO ESTABLISH, CONSTRUCT, ACQUIRE, MAINTAIN AND OPERATE A CABLE SYSTEM WITHIN THE CITY OF BELOIT, KANSAS; TO RENDER, FURNISH AND SELL CABLE SERVICE FROM SUCH SYSTEM TO THE INHABITANTS OF THE CITY OF BELOIT, KANSAS; AND TO USE AND OCCUPY THE RIGHT-OF-WAY, AS DEFINED BY SAID ORDINANCE, AND OTHER PUBLIC PLACES WITHIN THE CORPORATE LIMITS OF SAID CITY FOR ITS CABLE SYSTEM, AS BY SAID ORDINANCE PROVIDED.

WHEREAS, pursuant to K.S.A. 12-2007 there was published in the official city newspaper on the 25<sup>th</sup> day of April, 2014, a Notice of Public Hearing, whereby notice was given that a public hearing on said application by Cunningham Communications, Inc., for a ten (10) year nonexclusive franchise with the City of Beloit, Kansas; and

WHEREAS, on the 6<sup>th</sup> day of May, 2014, a public hearing was held and conducted in accordance with the laws of the State of Kansas and said published Notice of Public Hearing, and it has been determined that Cunningham Communications, Inc. be granted a ten (10) year nonexclusive right, authority, power and franchise to establish, construct, acquire, maintain and operate a Cable System within the City of Beloit, Kansas; to render, furnish and sell Cable Service to the inhabitants of the City of Beloit, Kansas; and to use and occupy the Right-of-way, as defined by said ordinance, and other public places within the corporate limits of said City for its Cable Service, as by said ordinance provided, all for the benefit of its subscribers and viewers.

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

**Section 1:** DEFINITIONS. For the purposes of this Ordinance, the following words and phrases shall have the following meanings:

- (a) "Cable Service" shall mean:
  - i. the one-way transmission to subscribers of video programming, or other programming service, and
  - ii. subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- (b) "Cable System" shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within the City.
- (c) "City" shall mean the City of Beloit, Kansas.

- (d) "Downstream Transmission" shall mean the transmission of signals from the Headend to remote points on the Cable System or to interconnection points on the Cable System.
- (e) "Facilities" or "Facility" shall mean any distribution or transmission component of a cable system.
- (f) "FCC" shall mean the Federal Communications Commission of the United States government, or such successor agency or department.
- (g) "Franchise Area" shall mean the area within the corporate boundaries of the City, which the Grantee is authorized to provide services under this Franchise, and any amendments thereto.
- (h) "Franchise Revenues" shall mean 5% of monthly fee received by Grantee from Basic or Expanded Basic service rates collected from subscribers of the Grantee's Basic or Expanded Basic cable service; provided, however that such phrase shall not include: (i) revenues received from any advertising carried on the Cable system; (ii) revenues from optional services such as Expanded Cable, Pay Per View, Video on Demand, High Definition, Premium Channels, and rental of equipment; (iii) any taxes on Cable service which are imposed directly or indirectly on any subscriber thereof by any governmental unit or agency, and which are collected by the Grantee on behalf of such governmental unit or agency; (iv) any revenues derived from installation charges; or (v) revenue derived from public internet access.
- (i) "Grantee" shall mean Cunningham Communications, Inc. and any other divisions or affiliates providing services over the Cable System.
- (j) "Headend" shall mean a facility for signal reception and distribution on a Cable System including cables, antennas, wires, satellite dishes, monitors, switches, modulators, processors, and all other related equipment and facilities.
- (k) "Non-Cable Services" shall mean those services not explicitly defined as Cable Services, including without limitation, telephone services.
- (l) "Public improvement" shall mean any existing or contemplated public facility, building or capital improvement project, including, without limitation, streets, alleys, sidewalks, sewer, water, drainage, Right-of-way improvement and public projects.
- (m) "Public project" shall mean any project planned or undertaken by the City or any governmental entity for construction, reconstruction, maintenance, or repair of public facilities or Public improvements, or any other purpose of a public nature.
- (n) "Right-of-way" shall mean present and future streets, alleys, Right-of-way and public utility easements, including public utility easements and Right-of-way dedicated in plats to the City.

- (o) "Upstream Transmission" shall mean the carrying of a transmission to the Headend from remote points on the Cable System or from interconnection points on the Cable System.

**Section 2:** GRANT OF FRANCHISE.

- (a) Pursuant to K.S.A. 12-2001 et. seq., and K.S.A. 12-2006 et. seq., the City grants to the Grantee the nonexclusive right, privilege and franchise to construct, maintain, extend and operate its Facilities, in, through and along the Right-of-way for the purpose of providing Cable Services to the City and its inhabitants for the full term of this Franchise; subject to the terms and conditions of this Ordinance and applicable law.
- (b) Nothing in this Agreement shall be interpreted as providing the Grantee the right, privilege or franchise to construct, maintain, extend or operate facilities, equipment, wiring, or attendant materials, in, through and along the Right-of-way for the purposes of providing Non-Cable Services to the City and its inhabitants, except as otherwise permitted by this Ordinance and applicable laws.

**Section 3:** FRANCHISE FEE.

- (a) In partial consideration for the grant of this Franchise and the premises, Grantee agrees to pay and the City agrees to accept as adequate compensation and consideration for the Franchise granted in lieu of any occupation, license, or privilege tax or any lease or easement charge, a franchise fee as defined herein. The Grantee shall pay to the City as a Cable Service franchise fee a sum equal to five percent (5%) of Franchise Revenues derived from the operation of Grantee's Cable System to provide Cable Services within the corporate limits of the City.
- (b) The franchise fee shall be paid annually to the City during the term of the franchise, for each preceding 12 month period. The Grantee shall pay the applicable fee to the city within forty-five (45) days of the last day of the applicable 12<sup>th</sup> month for which a fee payment is due. Payments received after the due date shall be subject to a one-time charge equal to ten percent (10%) of the payment due.
- (c) The franchise fee shall be in lieu of all other licenses, charges, fees or impositions (other than the usual general or special ad valorem taxes or special assessments) which might be imposed by the City for the privilege of operating Grantee's Cable System and Facilities within the City.

**Section 4:** EFFECTIVE PERIOD. Upon compliance with Section 21, this Agreement shall be effective for ten (10) years from August 1, 2014 to July 31, 2024. Upon request by the City, the Grantee and the City may periodically conduct a meeting to review this Ordinance, and related performance and cooperation issues. Pursuant to K.S.A. 12-2001(b)(2) under no circumstances

shall this contract franchise ordinance exceed twenty (20) years from the effective date of the contract franchise ordinance.

**Section 5:** USE OF RIGHT-OF-WAY. In the use of the Right-of-way under this Ordinance, the Grantee shall be subject to all applicable local, state and federal law and regulations. In addition, Grantee shall comply with the following:

- (a) The Grantee's use of Right-of-way shall in all matters be subordinate to the City's use of Right-of-way for any public purposes. The Grantee shall coordinate the placement of its Facilities in a manner which minimizes adverse impact on Public improvements, as reasonably determined by the City. Where placement is not otherwise regulated, the Facilities shall be placed with adequate clearance from such Public improvements so as not to impact or be impacted by such public improvement. Pole placement and clearance is defined in Article II, paragraph 2 of an Agreement between the Grantee and the City dated March 16, 2004. The Grantee shall pay the City an annual fee for each pole owned by the City that is used for attachments of the Grantee, payable at each annual franchise fee payment time; such fee shall be in the amount of \$3.00 per pole if the total number of pole attachments is 500 or fewer, and \$2.00 per pole for each additional pole attachment in excess of 500.
- (b) All earth, materials, sidewalks, paving, crossings, utilities, public improvements or improvements of any kind injured, damaged, or removed by the Grantee in its activities under this Ordinance shall be fully repaired or replaced within a reasonable time by the Grantee at its sole expense and to the reasonable satisfaction of the City and the Grantee.
- (c) The Grantee shall keep and maintain accurate records and as-built drawings depicting accurate location of all facilities constructed, reconstructed, or relocated in the Right-of-way after the date hereof and provide location information regarding specific future project locations to the City upon request. Where such information is available electronically, upon request from the City, Grantee agrees to provide such information in an electronic format. City agrees to use information obtained pursuant to this section only to locate utility facilities in connection with municipal projects and further agrees not to disclose such information to anyone other than City employees requiring such information to locate utility facilities in connection with municipal projects, except as required by law. Grantee and the City agree that such information is confidential and proprietary and agree that such information shall remain the sole property of the Grantee and agree that pursuant to K.S.A. 45-221(12), (18), as amended, such information does not constitute public records subject to K.S.A. 45-218, as amended. In the event that City is required by law to disclose such information, City shall provide the Grantee seven days advance notice of its intended disclosure of such information and shall take action as may be reasonably required to cooperate with the Grantee to safeguard such information.

The Grantee agrees to indemnify and hold the City harmless from any and all penalties of costs, including attorney's fees, arising from the actions of the Grantee,

or of the City at the written request of the Grantee, in seeking to safeguard the confidentiality of information provided by the Grantee to the City under this section.

In the event such information is required by force of law to be publicly disclosed, the Grantee shall have no further obligation under this section to provide the City with such information.

- (d) Except in cases of an emergency, a minimum of fourteen (14) days prior to construction, reconstruction or relocation of any facilities in the Right-of-way, the Grantee shall submit to the City Administrator, or his or her designee, for approval, plans and specifications of the proposed installation. Such approval shall not be unreasonably withheld, delayed or conditioned. City review shall only concern matters related to the interests of the City as set forth in this Ordinance.
- (e) The Grantee shall cooperate promptly and fully with the City and take all measures necessary to provide accurate and complete information regarding the nature and locations of its Facilities located within Right-of-way when requested by the City or its authorized agents for a Public project. Such location and identification shall be at the sole expense of the Grantee, without expense to the City, its employees, agents, or authorized contractors.
- (f) As reasonably necessary, the Grantee shall relocate or adjust any Facilities located in the Right-of-way for a Public project within a reasonable time. Such relocation or adjustment shall be performed by the Grantee at its sole expense, without expense to the City, its employees, agents, or authorized contractors and shall be specifically subject to the rules and regulations of the City not inconsistent with this Ordinance pertaining to such. The Grantee shall cooperate with all private citizens and businesses requiring the Grantee to move Facilities. For projects which are not Public improvements, Grantee may charge reasonable fees for the temporary removal of Facilities according to a written schedule established by the Grantee.
- (g) It shall be the primary responsibility of the Grantee to take adequate measures to protect and defend its Facilities in the Right-of-way from harm and damage. If the Grantee fails to accurately or timely locate Facilities when requested, the Grantee has no claim for costs or damages against the City and its authorized contractors or any other party authorized to be in the Right-of-way, except to the extent such harm or damage is caused by such party's negligent or intentional conduct. The City and its authorized contractors agree to take reasonable precautionary measures, including, but not limited to, calling for utility locations and observing marker posts, when working near Grantee's Facilities.
- (h) Except in the event of an emergency, the Grantee shall notify the City not less than ten (10) days in advance of any construction, reconstruction, repair or relocation of Facilities which would require any street closure which reduces traffic flow. The City shall follow its policies in the grant or denial of such authority, which shall not be unreasonably delayed. Except in the event of an emergency, no such closure shall take place without such notice and prior authorization from the City.

In addition, all work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected. For all work within the Right-of-way, the Grantee shall erect and maintain signs and other devices as required by City Ordinances, regulations and rules.

- (i) All technical standards governing construction, reconstruction, installation, operation, testing, use, maintenance and dismantling of the Facilities in the Right-of-way shall be in accordance with applicable present and future federal, state and City law and regulations.

**Section 6:** PUBLIC TREE CARE. The City or Grantee may care, prune, trim and remove trees located in or on the City Right-of-way pursuant to the provisions of Section 15-309 of the City Code of the City of Beloit, as may be necessary to insure safety.

**Section 7:** LOCATION OF UNDERGROUND EQUIPMENT AND FACILITIES. Where necessary, the Grantee's equipment shall be placed underground in such locations as shall be determined by mutual agreement between the City and Grantee, without expense to the City.

**Section 8:** SHARING OF SPACE. The City encourages the conservation of Right-of-way by the sharing of space by all utilities. To the extent required by federal or state law, the Grantee shall permit any other franchised entity by appropriate contract or agreement negotiated by the parties to use any and all Facilities constructed or erected by the Grantee. All agreements and installations shall be subject to all existing future Ordinances and regulations of the City. Grantee agrees that it will not grant any entity rights to occupy the Right-of-way without providing notice to the City.

**Section 9:** TECHNICAL REQUIREMENTS FOR CABLE SYSTEM.

- (a) General. The Grantee's Cable System operated hereunder shall at all times be operated and updated, as needed, so that at a minimum, it is conformance with all applicable and current federal, state and local technical specifications and standards, including but not limited to, technical specifications contained in FCC rules and regulations, or any other applicable law which may supersede such rules. As a supplement to the technical standards, the Grantee shall operate the system in a manner to provide to all subscribers video and audio signals of consistently good quality.

**Section 10:** PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS.

- (a) Access Channel. The Grantee shall make available a public, educational and governmental (PEG) access channel as specified in this Section.
  - 1) The Grantee shall make available one (1) access channel for City non-commercial uses and purposes and for non-commercial purposes of other institutions and of the public generally, at no cost to the City or others.

The above access channel shall be of the same transmission quality as other channels of the cable system. Grantee shall serve as Designated Access Manager for public use of such access channel.

- (b) Grantee shall provide free cable service and internet access to the City at the Municipal Building.

**Section 11:** CABLE SYSTEM SERVICE STANDARDS. The Grantee shall provide service standards which comply, at a minimum, with Cable System service standards required by the FCC.

**Section 12:** ACCESS TO INFORMATION AND CITY AUDIT REGARDING GRANTEE EQUIPMENT, FACILITIES AND REVENUES. The Grantee shall provide the City, or City audit representatives, with reasonable access to Grantee records, revenue codes and information documenting the total Franchise Revenues from Cable Service as defined in this Ordinance. The Grantee shall comply with all reasonable requests for information in the performance of any audit and shall pay 50% of the actual and reasonable costs of such audit, not to exceed \$2,500 per audit.

**Section 13:** INDEMNIFICATION AND HOLD-HARMLESS. The Grantee, its successors and assigns, shall at all times save and hold harmless the City from all liability, costs, damages, and expenses of any kind, for the payment of which the City may become liable to any person, firm, or corporation by reason of any claim or damages to the extent caused by the failure of the Grantee, its employees, agents, or servants to exercise due care and diligence in the construction, installation, maintenance, and operation of Cable Services and the transmission, distribution of such services within the City or outside the City.

**Section 14:** ASSIGNMENT OF FRANCHISE. Pursuant to the written permission of the City and the submission of FCC form 394 or such successor form, the Grantee shall have the right to assign the Franchise granted under this Ordinance, and the associated rights and privileges to any person, firm or corporation, and any such assignee, by accepting such assignment, shall be bound by the terms and provisions hereof. If the Grantee should seek approval to assign this Franchise, the Grantee shall notify the City in writing. All such assignments shall be in writing and authenticated copies thereof shall be filed with the City Clerk. This Franchise shall be assignable only in accordance with federal law and the laws of the State of Kansas, as the same may exist at the time when any assignment is made. In the event that Grantee assigns this Franchise to a wholly owned subsidiary or affiliate of Grantee, such assignment shall require thirty (30) days prior written notice to the City and shall not require City approval.

**Section 15:** CONDITIONS OF FRANCHISE. This Franchise is granted and accepted under and subject to all applicable laws and under and subject to all of the orders, rules and regulations now or hereafter adopted by governmental bodies now or hereafter having jurisdiction, each and every provision hereof shall be subject to Acts of God, fires, strikes, riots, floods, war and other causes beyond the Grantee's control. This Franchise shall not be exclusive.

**Section 16:** OTHER FRANCHISES. Grantee agrees that the City may grant to other providers one or more franchises to provide Cable Service and other services. To avoid unfair competition due to disparate franchise obligations, if the City grants franchise rights to other providers in competition with Grantee, Grantee may petition the City to modify terms of this Ordinance to adjust or eliminate terms that are more burdensome or costly than the terms of a competing provider's franchise. The City shall schedule a public hearing on the petition within 60 days of receipt and shall issue a written decision granting or denying such petition within 60 days of such hearing.

**Section 17:** CHANGES IN LAW OR REGULATIONS. The City or the Grantee may seek modification of this Ordinance due to changes in federal or state laws or regulations in accordance with the following procedures:

- (1) The party seeking modification shall serve the other party notice of a request for modification under this Section. The notice shall specify: (i) the changes in laws or regulations on which the modification request is based; and (ii) the desired modifications.
- (2) Within 60 days of delivery of the notice, representatives of the City and the Grantee shall meet to develop mutually agreeable modifications to the Ordinance. Any mutually agreeable modifications shall be presented to the City Commission as recommendations for modification to the Ordinance under this Section.
- (3) If the City and the Grantee cannot develop a mutually agreeable recommendation for modification within a reasonable time, then the City and the Grantee shall submit to the City Council their respective proposals for modification under this Section.
- (4) The City Commission shall review the proposals and comments of interested parties at a public hearing. The City Council shall then issue a decision concerning any modification to the Ordinance under this Section.
- (5) The Grantee may appeal under applicable law a denial of a modification proposal under this Section.

**Section 18:** NOTICE TO PARTIES. For the purpose of this Agreement, notice to the City will be to: City Administrator, P.O. Box 567, Beloit, Kansas 67420. For the purpose of this Agreement, notice to the Grantee will be to: Brent Cunningham, Cunningham Communications, Inc., P.O. Box 108, Glen Elder, Kansas 67446. Notice will be effective upon delivery, by hand delivery or by first class mail to the above address until the City or the Grantee notifies the other, in writing, of a change in address.

**Section 19:** RIGHTS AND DUTIES OF GRANTEE UPON EXPIRATION OF ORDINANCE. Upon expiration of this Ordinance, whether by lapse of time, by agreement between the Grantee and the City, or by forfeiture thereof, the Grantee has the right to remove from public property all of its Facilities used in its business within reasonable time after such expiration or

forfeiture, but in such event, it shall be the duty of the Grantee immediately upon such removal, to restore the Right-of-way from which its Facilities are removed to as good condition as before removal and without cost to the City.

**Section 20:** TERMINATION OR FORFEITURE OF FRANCHISE.

- (a) In case of failure on the part of the Grantee, its successors and assigns, to comply with any of the provisions of this Ordinance, or if the Grantee, its successors and assigns, should do or cause to be done any act or thing prohibited by or in violation of the terms of this Ordinance, the Grantee, its successors and assigns, shall forfeit all rights and privileges granted by this Ordinance and all rights hereunder shall cease, terminate and become null and void, provided that said forfeiture shall not take effect until the City shall carry out the following proceedings and all additional provisions as required by the State and federal law.
- (b) Before the City proceeds to forfeit the Franchise, as in this section prescribed, it shall first serve a written notice as provided by the Notice provision of this Ordinance, setting forth in detail the conditions of neglect, default or failure complained of, and the Grantee shall have ninety (90) days after the mailing of such notice in which to comply with the conditions of this Franchise. If, at the end of such ninety (90) day period, the City deems that the conditions of such Franchise have not been complied with by the Grantee and that such Franchise is subject to cancellation by reason thereof, the City, in order to terminate the Franchise shall enact an Ordinance setting out the grounds upon which the Franchise is to be canceled and terminated. If within thirty (30) days after the effective date of the Ordinance, the Grantee has not instituted an action in the District Court of Mitchell County, Kansas to determine whether or not the Grantee has violated the terms of this Franchise and that the Franchise is subject to cancellation by reason thereof, such Franchise shall be canceled and terminated at the end of such thirty-day period.
- (c) If within such thirty (30) day period the Grantee does institute an action, as above provided, to determine whether or not the Grantee has violated the terms of this Franchise and that the Franchise is subject to cancellation by reason thereof and prosecutes such action to final judgment with due diligence, then, in the event the court finds that the Franchise is subject to cancellation by reason of the violation of its terms, this Franchise shall terminate thirty (30) days after such final judgment is rendered and available appeals exhausted.

**Section 21:** EFFECTIVENESS. This Ordinance shall become effective after the following: 1) prior to the Grantee considering action on this Ordinance, it shall hold a public hearing for public comments on the franchise issue after publication notice in the official city newspaper of the City of Beloit, Kansas, at least one week prior to the public hearing; 2) the Ordinance has been published in the official city paper once a week for two consecutive weeks; and 3) the expiration of 60 days from the date of final passage without the submission of a rejection in

writing by the Grantee.

**Section 22:** SEVERABILITY. If any provision, section or subsection of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions, sections, or subsections or applications of this Ordinance which can be given effect without the invalid provision, section or subsection or application, and to this end the provisions, sections, and subsections of this Ordinance are declared to be severable.

**Section 23:** REPEAL. Ordinance No. 1985 is hereby repealed.

**Section 24:** GRANTEE ACCEPTANCE. This Ordinance shall be in full force and effect after the expiration of sixty (60) days from the passage and all terms and conditions understood and accepted by Grantee unless previously rejected in writing by Grantee delivered by certified mail to the City.

PASSED and ADOPTED by the Governing Body and signed by the Mayor this 6<sup>th</sup> day of May, 2014.

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Amanda J. Lomax, City Clerk

\_\_\_\_\_  
Katie J. Cheney, City Attorney

## REQUEST FOR COUNCIL ACTION

**DATE:**

May 6, 2014

**TITLE:**

ORDINANCE 2148 PROVIDING LOCAL EXCHANGE SERVICES  
AGREEMENT WITH CUNNINGHAM COMMUNICATIONS

**ORIGINATING DEPARTMENT:**

Administration

**TYPE OF ACTION:**

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

**RECOMMENDATION:**

I recommend that the Council approve Ordinance 2148.

**FISCAL NOTE:**

- There is no direct cost associated with passing this ordinance.

**DISCUSSION:**

This ordinance grants Cunningham Communications, Inc. a non-exclusive franchise to maintain telephone service within the city limits of the City of Beloit and establishes a franchise fee of five percent (5%) on all gross receipts.

Respectfully submitted,

Glenn Rodden  
City Administrator



## ORDINANCE NO. 2148

AN ORDINANCE GRANTING CUNNINGHAM COMMUNICATIONS, INC., A TELECOMMUNICATIONS LOCAL EXCHANGE SERVICE PROVIDER PROVIDING LOCAL EXCHANGE SERVICE WITHIN THE CITY OF BELOIT, KANSAS.

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

**Section 1:** Pursuant to K.S.A. 2013 Supp. 12-2001 and amendments thereto, a contract franchise ordinance is hereby granted to Cunningham Communications, Inc., a telecommunications local exchange service provider providing local exchange service within the City of Beloit, Kansas ("City"), subject to the provisions set forth hereafter. The initial term of this contract franchise ordinance shall be for a period of three (3) years beginning August 1, 2014, and ending July 31, 2017. Thereafter, this contract franchise ordinance will automatically renew for seven (7) additional one (1) year terms (hereinafter the "renewal term"), unless either party notifies the other party of its intent to terminate the contract franchise ordinance at least ninety (90) days before the termination of the then current term. The additional term shall be deemed a continuation of this contract franchise ordinance and not as a new contract franchise ordinance or amendment. Pursuant to K.S.A. 2013 Supp. 12-2001(b)(2) under no circumstances shall this contract franchise ordinance exceed twenty (20) years from the effective date of the initial term of the contract franchise ordinance. Compensation for said contract franchise ordinance shall be established pursuant to Section 3 of this ordinance.

**Section 2:** For the purpose of this contract franchise ordinance, the following words and phrases and their derivations shall have the following meaning:

*"Access line"* shall mean and be limited to retail billed and collected residential lines; business lines; ISDN lines; PBX trunks and simulated exchange access lines provided by a central office based switching arrangement where all stations serviced by such simulated exchange access lines are used by a single customer of the provider of such arrangement. Access line may not be construed to include interoffice transport or other transmission media that do not terminate at an end user customer's premises, or to permit duplicate or multiple assessment of access line rates on the provision of a single service or on the multiple communications paths derived from a billed and collected access line. Access line shall not include the following: Wireless telecommunications services, the sale or lease of unbundled loop facilities, special access services, lines providing only data services without voice services processed by a telecommunications local exchange service provider or private line service arrangements.

*"Access line count"* means the number of access lines serving consumers within the corporate boundaries of the city on the last day of each month.

*"Access line fee"* means a fee determined by a city, up to a maximum as set out in K.S.A. 2013 Supp. 12-2001 and amendments thereto, to be used by a telecommunications local exchange service provider in calculating the amount of access line remittance.

***“Access line remittance”*** means the amount to be paid by a telecommunications local exchange service provider to a city, the total of which is calculated by multiplying the access line fee, as determined in the city, by the number of access lines served by that telecommunications local exchange service provider within that city for each month in that calendar quarter.

***“Gross receipts”*** means only those receipts collected from within the corporate boundaries of the city enacting the franchise and which are derived from the following: (A) Recurring local exchange service for business and residence which includes basic exchange service, touch tone, optional calling features and measured local calls; (B) recurring local exchange access line services for pay phone lines provided by a telecommunications local exchange service provider to all pay phone service providers; (C) local directory assistance revenue; (D) line status verification/busy interrupt revenue; (E) local operator assistance revenue; and (F) nonrecurring local exchange service revenue which shall include customer service for installation of lines, reconnection of service and charge for duplicate bills. All other revenues, including, but not limited to, revenues from extended area service, the sale or lease of unbundled network elements, nonregulated services, carrier and end user access, long distance, wireless telecommunications services, lines providing only data service without voice services processed by a telecommunications local exchange service provider, private line service arrangements, internet, broadband and all other services not wholly local in nature are excluded from gross receipts. Gross receipts shall be reduced by bad debt expenses. Uncollectible and late charges shall not be included within gross receipts. If a telecommunications local exchange service provider offers additional services of a wholly local nature which if in existence on or before July 1, 2002, would have been included with the definition of gross receipts, such services shall be included from the date of the offering of such services in the city.

***“Local exchange service”*** means local switched telecommunications service within any local exchange service area approved by the state corporation commission, regardless of the medium by which the local telecommunications service is provided. The term local exchange service shall not include wireless communication services.

***“Telecommunications local exchange service provider”*** means a local exchange carrier as defined in subsection (h) of K.S.A. 66-1,187, and amendments thereto, and a telecommunications carrier as defined in subsection (m) of K.S.A. 66-1,187, and amendments thereto, which does, or in good faith intends to, provide local exchange service. The term telecommunications local exchange service provider does not include an interexchange carrier that does not provide local exchange service, competitive access provider that does not provide local exchange service or any wireless telecommunications local exchange service provider.

***“Telecommunications services”*** means providing the means of transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received.

**Section 3:** Compensation made pursuant to this contract franchise ordinance shall be paid on an annual basis without invoice or reminder from the City and paid not later than forty-five (45) days after the end of the remittal period. For the initial term of this contract franchise

ordinance, said compensation shall be a sum equal to five percent (5%) of gross receipts. Compensation during the renewal term of the contract franchise ordinance shall continue to be based on a sum equal to the initial term and compensation shall be paid as provided for in this section.

The City may provide notice to Cunningham Communications, Inc. prior to ninety (90) days before the end of the calendar year of the initial term or a renewal term that it intends to increase or decrease the percentage of gross receipts or amount per month per access line for the following calendar year. Any increased access line fee or gross receipt fee shall be fixed for a period of three (3) years, pursuant to K.S.A. 2013 Supp. 12-2001(l) and amendments thereto, and be made in compliance with the public notification procedures set forth in K.S.A. 2013 Supp. 12-2001(m) and amendments thereto. Any increased fee shall be collected and remitted under the terms of this contract franchise ordinance.

In the event the City elects compensation based on a gross receipts fee, nothing herein precludes the City from switching to an access line fee provided the City notifies Cunningham Communications, Inc. prior to ninety (90) days before the end of the calendar year that it intends to elect an access line fee for the following calendar year. Alternatively, in the event the City elects compensation based on an access line fee, nothing herein precludes City from switching to a gross receipts fee provided City notifies Cunningham Communications, Inc. prior to ninety (90) days before the end of the calendar year that it intends to elect a gross receipts fee for the following calendar year.

**Section 4:** The City shall have the right to examine, upon written notice to the telecommunications local exchange service provider, no more than once per calendar year, those records necessary to verify the correctness of the compensation paid pursuant to this contract franchise ordinance. If the gross receipts or access line fee is determined to be erroneous, Cunningham Communications, Inc. shall revise the gross receipts or access line fee accordingly and make payment upon such corrected gross receipts or access line fee.

**Section 5:** As a condition of this contract franchise ordinance, Cunningham Communications, Inc. is required to obtain and is responsible for any necessary permit, license, certification, grant, registration or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, the Federal Communications Commission (FCC) and/or the Kansas Corporation Commission (KCC), subject to Cunningham Communications, Inc.'s right to challenge in good faith such requirements as established by the FCC, KCC or other City Ordinance. Cunningham Communications, Inc. shall also comply with all applicable laws, statutes and/or ordinances, subject to Cunningham Communications, Inc.'s right to challenge in good faith such laws, statutes and/or ordinances.

**Section 6:** Nothing stated or contained herein shall be construed as giving Cunningham Communications, Inc. any exclusive privileges, nor shall it affect any prior or existing rights of Cunningham Communications, Inc. to maintain a telecommunications system within the City.

**Section 7:** Cunningham Communications, Inc. shall collect and remit compensation as described in Section 3 on those access lines that have been resold to another telecommunications local exchange service provider.

**Section 8:** The City agrees to provide Cunningham Communications, Inc. with notification in the event that it annexes property into the corporate boundaries of the City that would require Cunningham Communications, Inc. to collect and pay a franchise fee on access lines or gross receipts which prior to the annexation of the property Cunningham Communications, Inc. was not required to collect and/or pay. The City agrees to provide Cunningham Communications, Inc. with notification in the event the City renumbers or renames any streets that would require Cunningham Communications, Inc. to collect and pay a franchise fee on access lines or gross receipts which prior to the renumbering or renaming of the streets Cunningham Communications, Inc. would not have been required to collect and/or pay. The City agrees that in the event the City does not provide Cunningham Communications, Inc. with notice of an annexation or renumbering and/or renaming of the streets, Cunningham Communications, Inc. shall not be liable to the City for payment of franchise fees on the annexed property or renumbered and/or renamed streets for any time period prior to the City providing the required notice to Cunningham Communications, Inc..

**Section 9:** The City agrees that pursuant to K.S.A. 2013 Supp. 12-2001(j) (1), (2) and amendments thereto, that the franchise fee imposed under this contract franchise ordinance must be assessed in a competitively neutral manner, may not unduly impair competition, must be nondiscriminatory and must comply with state and federal law.

**Section 10:** Any required or permitted notice under this contract franchise ordinance shall be made in writing. Notice upon the City shall be delivered to the city clerk by first class United States certified mail, return receipt requested. Notice upon Cunningham Communications, Inc. shall be delivered by first class, United States certified mail, return receipt requested, to: Brent Cunningham, Cunningham Communications, Inc., P.O. Box 108, Glen Elder, KS 67446.

**Section 11: Failure to Enforce.** The failure of either party to enforce and remedy any noncompliance of the terms and conditions of this contract franchise ordinance shall not constitute a waiver of rights nor a waiver of the other party's obligations as provided herein.

**Section 12: Force Majeure.** Each and every provision hereof shall be subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond Cunningham Communications, Inc.'s or the City's control.

**Section 13: Most Favored Nation.** Pursuant to K.S.A. 17-1902, City represents and warrants that all benefits, terms and conditions in this Contract franchise are and, during the term of this Contract franchise, will continue to be no less favorable to Grantee than those currently being offered to or that may be offered and agreed to by City and any other local exchange carrier, telecommunications carrier, video services provider, competitive infrastructure provider or Internet Protocol services provider, regardless of the form or nature of the agreement with any other carrier or provider.

**Section 14:** Cunningham Communications, Inc. has entered into this contract franchise ordinance as required by the City and K.S.A. 2013 Supp. 12-2001 and amendments thereto. If any clause, sentence, section, or provision of K.S.A. 2013 Supp. 12-2001 and amendments thereto, shall be held to be invalid by a court of competent jurisdiction, either the City or Cunningham Communications, Inc. may elect to terminate the entire contract franchise ordinance. In the event a court of competent jurisdiction invalidates K.S.A. 2013 Supp. 12-2001 and amendments thereto, if Cunningham Communications, Inc. is required by law to enter into a contract franchise ordinance with the City, the parties agree to act in good faith in promptly negotiating a new contract franchise ordinance.

**Section 15:** In entering into this contract franchise ordinance, neither the City's nor Cunningham Communications, Inc.'s present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the contract franchise ordinance, neither the City nor Cunningham Communications, Inc. waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or Cunningham Communications, Inc. may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of this contract franchise ordinance or any present or future laws, ordinances, and/or rulings which may be the basis for the City and Cunningham Communications, Inc. entering into this contract franchise ordinance.

**Section 16:** The parties agree that in the event of a breach of this contract franchise ordinance by either party, the non-breaching party has the right to terminate the contract franchise ordinance. Prior to terminating the contract franchise ordinance, the non-breaching party shall first serve a written notice upon the breaching party, setting forth in detail the nature of the breach, and the breaching party shall have thirty (30) days thereafter in which to cure the breach. If at the end of such thirty (30) day period the non-breaching party deems that the breach has not been cured, the non-breaching party may take action to terminate this contract franchise ordinance.

**Section 17:** This contract franchise ordinance is made under and in conformity with the laws of the State of Kansas. The contract franchise ordinance shall not be effective until the ordinance granting the same has been adopted as provided by law.

PASSED and ADOPTED by the Governing Body and signed by the Mayor this 6<sup>th</sup> day of May, 2014.

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Amanda J. Lomax, City Clerk

\_\_\_\_\_  
Katie J. Cheney, City Attorney



## REQUEST FOR COUNCIL ACTION

<b>DATE:</b>	<b>TITLE:</b>		
May 6, 2014	ORDINANCE 2149 FRANCHISE AGREEMENT WITH SOUTHWESTERN BELL TELEPHONE COMPANY		
<b>ORIGINATING DEPARTMENT:</b>	<b>TYPE OF ACTION:</b>	<input checked="" type="checkbox"/> <b>ORDINANCE</b>	<input type="checkbox"/> <b>RESOLUTION</b>
Administration		<input type="checkbox"/> <b>FORMAL ACTION</b>	<input type="checkbox"/> <b>OTHER</b>

### RECOMMENDATION:

I recommend that the Council approve Ordinance 2149.

### FISCAL NOTE:

- There is no direct cost associated with passing this ordinance.

### DISCUSSION:

This ordinance grants Southwestern Bell Telephone Company d/b/a/ AT&T Kansas a non-exclusive franchise to maintain telephone service within the city limits of the City of Beloit; establishes a franchise fee of five percent (5%) on all gross receipts; and repeals.

Respectfully submitted,

Glenn Rodden  
City Administrator



**ORDINANCE NO. 2149**

A CONTRACT FRANCHISE ORDINANCE GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T KANSAS, A TELECOMMUNICATIONS LOCAL EXCHANGE SERVICE PROVIDER PROVIDING LOCAL EXCHANGE SERVICE WITHIN THE CITY OF BELOIT, KANSAS.

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

**SECTION 1:** Pursuant to K.S.A. 2013 Supp. 12-2001 and amendments thereto, a contract franchise ordinance is hereby granted to Southwestern Bell Telephone Company d/b/a AT&T Kansas ("AT&T Kansas"), a telecommunications local exchange service provider providing local exchange service within the City of Beloit, Kansas ("City"), subject to the provisions set forth hereafter. The initial term of this contract franchise ordinance shall be for a period of three (3) years beginning August 1, 2014, and ending July 31, 2017. Thereafter, this contract franchise ordinance will automatically renew for seven (7) additional one (1) year terms (hereinafter the "renewal term"), unless either party notifies the other party of its intent to terminate the contract franchise ordinance at least ninety (90) days before the termination of the then current term. The additional term shall be deemed a continuation of this contract franchise ordinance and not as a new contract franchise ordinance or amendment. Pursuant to K.S.A. 2013 Supp. 12-2001(b)(2) under no circumstances shall this contract franchise ordinance exceed twenty (20) years from the effective date of the initial term of the contract franchise ordinance. Compensation for said contract franchise ordinance shall be established pursuant to Section 3 of this ordinance.

**SECTION 2:** For the purpose of this contract franchise ordinance, the following words and phrases and their derivations shall have the following meaning:

**"Access line"** shall mean and be limited to retail billed and collected residential lines; business lines; ISDN lines; PBX trunks and simulated exchange access lines provided by a central office based switching arrangement where all stations serviced by such simulated exchange access lines are used by a single customer of the provider of such arrangement. Access line may not be construed to include interoffice transport or other transmission media that do not terminate at an end user customer's premises, or to permit duplicate or multiple assessment of access line rates on the provision of a single service or on the multiple communications paths derived from a billed and collected access line. Access line shall not include the following: Wireless telecommunications services, the sale or lease of unbundled loop facilities, special access services, lines providing only data services without voice services processed by a telecommunications local exchange service provider or private line service arrangements.

**"Access line count"** means the number of access lines serving consumers within the corporate boundaries of the city on the last day of each month.

**“Access line fee”** means a fee determined by a city, up to a maximum as set out in K.S.A. 2013 Supp. 12-2001 and amendments thereto, to be used by a telecommunications local exchange service provider in calculating the amount of access line remittance.

**“Access line remittance”** means the amount to be paid by a telecommunications local exchange service provider to a city, the total of which is calculated by multiplying the access line fee, as determined in the city, by the number of access lines served by that telecommunications local exchange service provider within that city for each month in that calendar quarter.

**“Gross receipts”** means only those receipts collected from within the corporate boundaries of the city enacting the franchise and which are derived from the following: (A) Recurring local exchange service for business and residence which includes basic exchange service, touch tone, optional calling features and measured local calls; (B) recurring local exchange access line services for pay phone lines provided by a telecommunications local exchange service provider to all pay phone service providers; (C) local directory assistance revenue; (D) line status verification/busy interrupt revenue; (E) local operator assistance revenue; and (F) nonrecurring local exchange service revenue which shall include customer service for installation of lines, reconnection of service and charge for duplicate bills. All other revenues, including, but not limited to, revenues from extended area service, the sale or lease of unbundled network elements, nonregulated services, carrier and end user access, long distance, wireless telecommunications services, lines providing only data service without voice services processed by a telecommunications local exchange service provider, private line service arrangements, internet, broadband and all other services not wholly local in nature are excluded from gross receipts. Gross receipts shall be reduced by bad debt expenses. Uncollectible and late charges shall not be included within gross receipts. If a telecommunications local exchange service provider offers additional services of a wholly local nature which if in existence on or before July 1, 2002, would have been included with the definition of gross receipts, such services shall be included from the date of the offering of such services in the city.

**“Local exchange service”** means local switched telecommunications service within any local exchange service area approved by the state corporation commission, regardless of the medium by which the local telecommunications service is provided. The term local exchange service shall not include wireless communication services.

**“Telecommunications local exchange service provider”** means a local exchange carrier as defined in subsection (h) of K.S.A. 66-1,187, and amendments thereto, and a telecommunications carrier as defined in subsection (m) of K.S.A. 66-1,187, and amendments thereto, which does, or in good faith intends to, provide local exchange service. The term telecommunications local exchange service provider does not include an interexchange carrier that does not provide local exchange service, competitive access provider that does not provide local exchange service or any wireless telecommunications local exchange service provider.

**“Telecommunications services”** means providing the means of transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received.

**SECTION 3:** Compensation made pursuant to this contract franchise ordinance shall be paid on a quarterly basis without invoice or reminder from the City and paid not later than forty-five (45) days after the end of the remittal period. For the initial term of this contract franchise ordinance, said compensation shall be a sum equal to five percent (5%) of gross receipts. Compensation during the renewal term of the contract franchise ordinance shall continue to be based on a sum equal to the initial term and compensation shall be paid as provided for in this section.

The City may provide notice to AT&T Kansas prior to ninety (90) days before the end of the calendar year of the initial term or a renewal term that it intends to increase or decrease the percentage of gross receipts or amount per month per access line for the following calendar year. Any increased access line fee or gross receipt fee shall be fixed for a period of three (3) years, pursuant to K.S.A. 2013 Supp. 12-2001(l) and amendments thereto, and be made in compliance with the public notification procedures set forth in K.S.A. 2013 Supp. 12-2001(m) and amendments thereto. Any increased fee shall be collected and remitted under the terms of this contract franchise ordinance.

In the event the City elects compensation based on a gross receipts fee, nothing herein precludes the City from switching to an access line fee provided the City notifies AT&T Kansas prior to ninety (90) days before the end of the calendar year that it intends to elect an access line fee for the following calendar year. Alternatively, in the event the City elects compensation based on an access line fee, nothing herein precludes City from switching to a gross receipts fee provided City notifies AT&T Kansas prior to ninety (90) days before the end of the calendar year that it intends to elect a gross receipts fee for the following calendar year.

**SECTION 4:** The City shall have the right to examine, upon written notice to the telecommunications local exchange service provider, no more than once per calendar year, those records necessary to verify the correctness of the compensation paid pursuant to this contract franchise ordinance. If the gross receipts or access line fee is determined to be erroneous, AT&T Kansas shall revise the gross receipts or access line fee accordingly and make payment upon such corrected gross receipts or access line fee.

**SECTION 5:** As a condition of this contract franchise ordinance, AT&T Kansas is required to obtain and is responsible for any necessary permit, license, certification, grant, registration or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, the Federal Communications Commission (FCC) and/or the Kansas Corporation Commission (KCC), subject to AT&T Kansas’ right to challenge in good faith such requirements as established by the FCC, KCC or

other City Ordinance. AT&T Kansas shall also comply with all applicable laws, statutes and/or ordinances, subject to AT&T Kansas' right to challenge in good faith such laws, statutes and/or ordinances.

**SECTION 6:** Nothing stated or contained herein shall be construed as giving AT&T Kansas any exclusive privileges, nor shall it affect any prior or existing rights of AT&T Kansas to maintain a telecommunications system within the City.

**SECTION 7:** AT&T Kansas shall collect and remit compensation as described in Section 3 on those access lines that have been resold to another telecommunications local exchange service provider.

**SECTION 8:** The City agrees to provide AT&T Kansas with notification in the event that it annexes property into the corporate boundaries of the City that would require AT&T Kansas to collect and pay a franchise fee on access lines or gross receipts which prior to the annexation of the property AT&T Kansas was not required to collect and/or pay. The City agrees to provide AT&T Kansas with notification in the event the City renumbers or renames any streets that would require AT&T Kansas to collect and pay a franchise fee on access lines or gross receipts which prior to the renumbering or renaming of the streets AT&T Kansas would not have been required to collect and/or pay. The City agrees that in the event the City does not provide AT&T Kansas with notice of an annexation or renumbering and/or renaming of the streets, AT&T Kansas shall not be liable to the City for payment of franchise fees on the annexed property or renumbered and/or renamed streets for any time period prior to the City providing the required notice to AT&T Kansas.

**SECTION 9:** The City agrees that pursuant to K.S.A. 2013 Supp. 12-2001(j) (1), (2) and amendments thereto, that the franchise fee imposed under this contract franchise ordinance must be assessed in a competitively neutral manner, may not unduly impair competition, must be nondiscriminatory and must comply with state and federal law.

**SECTION 10:** Any required or permitted notice under this contract franchise ordinance shall be made in writing. Notice upon the City shall be delivered to the city clerk by first class United States certified mail, return receipt requested. Notice upon AT&T Kansas shall be delivered by first class, United States certified mail, return receipt requested, to:

Office of the President – AT&T Kansas  
220 SE 6<sup>th</sup> St., Room 500  
Topeka, KS 66603

**SECTION 11: Failure to Enforce.** The failure of either party to enforce and remedy any noncompliance of the terms and conditions of this contract franchise ordinance shall not constitute a waiver of rights nor a waiver of the other party's obligations as provided herein.

**SECTION 12: Force Majeure.** Each and every provision hereof shall be subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond AT&T Kansas' or the City's control.

**SECTION 13: Most Favored Nation.** Pursuant to K.S.A. 17-1902, City represents and warrants that all benefits, terms and conditions in this Contract franchise are and, during the term of this Contract franchise, will continue to be no less favorable to Grantee than those currently being offered to or that may be offered and agreed to by City and any other local exchange carrier, telecommunications carrier, video services provider, competitive infrastructure provider or Internet Protocol services provider, regardless of the form or nature of the agreement with any other carrier or provider.

**SECTION 14:** AT&T Kansas has entered into this contract franchise ordinance as required by the City and K.S.A. 2013 Supp. 12-2001 and amendments thereto. If any clause, sentence, section, or provision of K.S.A. 2013 Supp. 12-2001 and amendments thereto, shall be held to be invalid by a court of competent jurisdiction, either the City or AT&T Kansas may elect to terminate the entire contract franchise ordinance. In the event a court of competent jurisdiction invalidates K.S.A. 2013 Supp. 12-2001 and amendments thereto, if AT&T Kansas is required by law to enter into a contract franchise ordinance with the City, the parties agree to act in good faith in promptly negotiating a new contract franchise ordinance.

**SECTION 15:** In entering into this contract franchise ordinance, neither the City's nor AT&T Kansas' present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the contract franchise ordinance, neither the City nor AT&T Kansas waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or AT&T Kansas may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of this contract franchise ordinance or any present or future laws, ordinances, and/or rulings which may be the basis for the City and AT&T Kansas entering into this contract franchise ordinance.

**SECTION 16:** The parties agree that in the event of a breach of this contract franchise ordinance by either party, the non-breaching party has the right to terminate the contract franchise ordinance. Prior to terminating the contract franchise ordinance, the non-breaching party shall first serve a written notice upon the breaching party, setting forth in detail the nature of the breach, and the breaching party shall have thirty (30) days thereafter in which to cure the breach. If at the end of such thirty (30) day period the non-breaching party deems that the breach has not been cured, the non-breaching party may take action to terminate this contract franchise ordinance.

**SECTION 17:** Ordinance No. 871 is hereby repealed.

**SECTION 18:** This contract franchise ordinance is made under and in conformity with the laws of the State of Kansas. The contract franchise ordinance shall not be effective until the ordinance granting the same has been adopted as provided by law.

Passed by the Council the 6<sup>th</sup> day of May, 2014.

Approved by the Mayor the 6<sup>th</sup> day of May, 2014.

(SEAL)

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Amanda J. Lomax, City Clerk

\_\_\_\_\_  
Katie J. Cheney, City Attorney

## REQUEST FOR COUNCIL ACTION

**DATE:**

May 6, 2014

**TITLE:**

ORDINANCE 2150 IMPOUND FEES

**ORIGINATING DEPARTMENT:**

Administration

**TYPE OF ACTION:**

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

**RECOMMENDATION:**

I recommend that the Council approve Ordinance 2150.

**FISCAL NOTE:**

- There is no direct cost associated with passing this ordinance.

**DISCUSSION:**

This ordinance establishes a procedure for the impoundment, storage, and disposition of motor vehicles towed, abandoned, or seized under the law in the City of Beloit, Kansas and establishing fees for such impoundment and storage.

Respectfully submitted,

Glenn Rodden  
City Administrator



## ORDINANCE NO. 2150

AN ORDINANCE ESTABLISHING A PROCEDURE FOR THE IMPOUNDMENT OF MOTOR VEHICLES IN THE CITY OF BELOIT, KANSAS, AND ESTABLISHING FEES FOR SUCH IMPOUNDMENT AND STORAGE.

WHEREAS, it is the desire of the City Council of the City of Beloit, Kansas to establish a procedure for the impoundment, storage, and disposition of vehicles towed, abandoned, or seized under the law, and to establish impoundment and storage fees for said vehicles.

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

**Section 1:** DEFINITIONS. For the purpose of this ordinance, the following words and phrases shall have the meanings respectively ascribed to them in this section.

- (a) Motor Vehicle. Every vehicle, other than a motorized bicycle or a motorized wheelchair, which is self-propelled.
- (b) Owner. A person who holds legal title of the vehicle, or in the event a vehicle is the subject of an agreement for the conditional sale thereof with the right of purchase upon performance of the conditions stated in the agreement and with the immediate right of possession vested in the conditional vendee or in the event a vehicle is subject to a lease of 30 days or more with an immediate right of possession vested in the lessee; or in the event a party having a security interest in a vehicle is entitled to possession, then such conditional vendee or lessee or secured party shall be deemed the owner for the purpose of this ordinance.

**Section 2:** TOW AND IMPOUND WITHOUT NOTICE TO OWNER.

- (a) The police department is authorized to remove and/or tow away, or have removed and towed away by a towing service to an impound lot or other safe place designated by the city, without notice to the owner or lawful custodian of such vehicles, all vehicles found under the hereinafter enumerated circumstances:
  - (1) When any vehicle upon a street, highway, or bridge is so disabled or unattended so as to constitute an obstruction to traffic and the person or persons in charge of the vehicle cannot safely operate the vehicle or are unable to provide for its custody or removal to a lawfully secure location; or
  - (2) When any vehicle is parked illegally in such a manner as to constitute a hazard or obstruction to the safe movement of traffic; or
  - (3) When the operator of any vehicle is arrested and taken into custody by the police department and such vehicle would thereby be left unattended and create a hazard or obstruction to the safe movement of traffic; or

- (4) When any vehicle is found being driven on the streets and is not in proper or safe condition to be driven and cannot be removed safely to a lawfully secured location by the owner or operator; or
  - (5) When the driver is injured in an accident and is unable to provide for its custody or removal; or
  - (6) When a vehicle is parked on a snow emergency route or is otherwise in violation of the Snow Route Ordinance, and amendments thereof; or
  - (7) When any vehicle is reported or determined to be stolen and is recovered; or
  - (8) When any vehicle is subject to seizure as evidence in a criminal prosecution; or
  - (9) When any vehicle is subject to seizure or forfeiture under the laws of this state or federal law.
- (b) A vehicle is declared to be a public nuisance and any police officer may remove, or have removed by a towing service, and impound such vehicle under the following circumstances:
- (1) Whenever any unoccupied vehicle is left parked continuously upon any street of the city for 48 hours or more; or
  - (2) When any unoccupied vehicle is found parked in violation of any of the provisions of any traffic ordinance of the city.
- (c) A vehicle which is subject to being impounded under any other provision of the Beloit City Code may not be towed until the owner has been notified and given an opportunity to remove said vehicle within a reasonable time; provided, however, that where the owner cannot be located after a bona fide effort has been made to do so then such vehicle may be towed.

**Section 3: NOTICE AFTER IMPOUNDMENT.**

- (a) Whenever any motor vehicle is towed and impounded pursuant to the provisions of this ordinance, notice, if possible, shall be given for vehicles registered in Kansas to the registered owner, addressed to the address as shown on the certificate of registration, and to the lienholder of record, if any, in the county in which the title shows the owner resides, that such vehicle has been towed and impounded, the reasons for the tow, how the vehicle may be recovered to include the right of hearing set out in Section 5, and that unless the owner or lienholder takes action within fifteen (15) days from the date of the mailing of the notice, proceedings may be instituted to sell the vehicle at auction or otherwise dispose of the vehicle to cover any costs accrued as a result of the towing and impounding. Said notice shall be by written notice provided to the owner of the motor vehicle at the time the motor vehicle is towed, provided the officer providing such notice has obtained written acknowledgement of receipt of the notice. In addition, said notice may be made by certified mail with return receipt requested. Notice by certified mail shall be mailed to the owner of vehicles displaying Kansas registration plates no later than close of

business of the third business day after the towing. The police department shall use reasonable diligence in determining the title or registered owner of the vehicle. If the vehicle towed is registered in another state or country or bears no registration plate, then the police department shall initiate prompt action to apprise the owner of the vehicle's location and potential disposition.

- (b) Any motor vehicle which has been impounded as provided in this section for thirty (30) days or more shall be disposed of in the following manner:

If such motor vehicle has displayed thereon a registration plate issued by the division of vehicles and has been registered with the division, the City shall request verification from the division of vehicles of the last registered owner and any lienholders, if any. Such verification request shall be submitted to the division of vehicles not more than thirty (30) days after such agency took possession of the vehicle. The City shall mail a notice by certified mail to the registered owner thereof, addressed to the address shown on the certificate of registration, and to the lienholder, if any. The notice shall state that, if the owner or lienholder does not claim such motor vehicle and pay the towing, impoundment, and storage fees incurred within fifteen (15) days from the date of the mailing of the notice, it will be sold at public auction to the highest bidder for cash. The notice shall be mailed within ten (10) days after receipt of verification of the last owner and lienholders, if any, as provided in this subsection. After fifteen (15) days from date of mailing notice, the City shall publish a notice once a week for two (2) consecutive weeks in the official city newspaper, which notice shall describe the motor vehicle by name of maker, model, serial number, and owner, if known, and stating that it has been impounded by the City and that it will be sold at public action to the highest bidder for cash if the owner thereof does not claim it within ten (10) days of the date of the second publication of the notice and pay the towing, impoundment and storage fees, and publication costs incurred by the City.

If the motor vehicle does not display a registration plate issued by the division of vehicles and is not registered with the division, the City, after thirty (30) days from the date of impoundment, shall request verification from the division of vehicles of the last registered owner and any lienholders, if any. Such verification request shall be submitted to the division of vehicles no more than thirty (30) days after such agency took possession of the vehicle. The City shall mail a notice by certified mail to the registered owner thereof, addressed to the address as shown on the certificate of registration, and to the lienholder, if any. The notice shall state that if the owner or lienholder does not claim such motor vehicle and pay the towing, impoundment, and storage fees incurred within fifteen

(15) days from the date of the mailing of the notice, it will be sold at public auction to the highest bidder for cash. The notice shall be mailed within ten (10) days after receipt of verification of the last owner and any lienholders, if any, as provided in this subsection. After fifteen (15) days from the date of mailing notice, the City shall publish a notice in the official city newspaper, which notice shall describe the motor vehicle by name of maker, model, color and serial number and shall state that it has been impounded by said City and will be sold at public auction to the highest bidder for cash, if the owner thereof does not claim it within ten (10) days of the date of the second publication of the notice and pay the towing, impoundment, and storage fees incurred, and publication costs incurred by the City.

**Section 4:** RELEASE PROCEDURES.

- (a) All motor vehicles towed and impounded pursuant to the provisions of this ordinance shall be surrendered to the owner, subject to the provisions of subsection (b) of this section, upon presentation of the following:
  - (1) Proof of ownership of the vehicle by lawful title or other proof of lawful entitlement to the vehicle;
  - (2) Proof of a driver's license or other valid photo identification;
  - (3) Proof of valid registration; and
  - (4) Payment of all impound fees, storage fees, and towing charges incurred in the towing and impounding of the vehicle must be made prior to the release of the vehicle unless otherwise relieved of that requirement by application of the hearing provisions set forth in this ordinance.
- (b) Vehicles towed pursuant to subsection (a)(9) of Section 2 of this ordinance shall be disposed of pursuant to the Kansas Asset Seizure and Forfeiture Act, K.S.A. 60-4101 et seq. and amendments thereto.

**Section 5:** HEARING PROCEDURES.

- (a) Owners of impounded motor vehicles who wish to contest the validity of the motor vehicle tow may request a hearing for such purpose by notifying the Beloit municipal court clerk of the request in writing. The request shall state the grounds upon which the person requesting the hearing believes the impoundment invalid or unjustified. Such request must be made no later than five (5) business days from impoundment of the vehicle or receipt of the notice of impoundment, whichever is later.
- (b) A hearing for the purpose of determining the validity of the tow shall be held by the municipal court within seven (7) days of receipt of proper request filed pursuant to this section, except where a vehicle has not yet been released from impoundment, in which case the court will set and conduct the hearing within three (3) working days after such hearing is requested. The times of the hearing shall be set by the clerk of the municipal

court. This hearing may be conducted by telephone conference.

- (c) Pending such hearing, the owner of any impounded vehicle may retrieve the impounded vehicle upon payment of an amount equal to the towing, impound, and storage charges incurred by the vehicle. If such payment is made, the vehicle will be released immediately upon proof of entitlement thereof. If the owner does not make advance payment of the charges, then such vehicle will remain in storage until a hearing is had.
- (d) The owner is only entitled to one hearing for each tow of that vehicle. Any person who fails to appear at the hearing without good cause will not be entitled to have such hearing rescheduled.
- (e) If after hearing, the court determines that there was no factual basis for the impoundment of said vehicle, then the vehicle will be released to the owner or person lawfully entitled to custody thereof without costs, and any amount previously paid by such person for towing, impoundment and storage fees will be returned to them by the City. If after hearing it is determined that the vehicle was lawfully towed, and towing, impound, and storage fees have been previously paid by the owner, then such payment may be retained by the City.
- (f) If any owner or person lawfully entitled to custody of any impounded vehicle makes an advance payment of all towing, impoundment, and storage fees but does not appear at the designated time for hearing, such payment shall be forfeited to the City.
- (g) Owners of vehicles which are stolen and impounded under the provisions of this title shall be responsible for payment of any charges in connection with towing, impoundment, and storage of any stolen vehicle.
- (h) An appeal from an order of a municipal court judge made pursuant to this section of the code shall be directed to the Mitchell County District Court.

**Section 6:** FEES. The following fees are hereby established for every motor vehicle impounded under this ordinance:

- (a) Impoundment Fee of \$75.00.
- (b) Daily Storage Fee of \$10.00. This shall include the day of impound and the day of release.
- (c) Towing fees are set by the towing service and will vary on a case by case basis.

**Section 7:** 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 6<sup>th</sup> day of May, 2014.

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

ATTEST:

\_\_\_\_\_  
Amanda J. Lomax, City Clerk