



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, September 2, 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

### 5. CONSENT AGENDA

- A. 8/19/2014 City Council Meeting Minutes
- B. Appropriations 9A

### 6. ORDINANCES

- A. Ordinance 2153 Electric Extensions in Town
- B. Ordinance 2154 Temporary Poles

### 7. RESOLUTIONS

- A. None

### 8. FORMAL ACTIONS

- A. Nominate Voting and Alternate Voting Delegates for League Conference
- B. Credit Card Policy
- C. Special Event License
- D. Trekk Design Group, LLC Contract
- E. KDOT Geometric Improvement Contract
- F. Planning Commission Appointment

### 9. CLOSED SESSION

- A. None

### 10. ADJOURNMENT

## ***WORK SESSION AGENDA***

### 1. CORRESPONDENCE AND STAFF REPORTS

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

### 2. DISCUSSION ITEMS

- A. Electric Territory Exchange

### 3. ADJOURNMENT

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

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



BELOIT CITY COUNCIL MEETING MINUTES  
August 19, 2014

The Beloit City Council met in regular session on August 19, 2014 in the Council Chamber. Mayor Tom Naasz called the meeting to order at 7:00 p.m. City Council members in attendance were, Kent Miller, Bob Richard, Charlene Abell, Matt Otte, Rick Brown, Tony Gengler, Robert Petterson, and Lloyd Littrell. Also present were City Administrator Glenn Rodden, City Attorney Katie Cheney, and City Clerk Amanda Lomax.

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

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

Councilor Littrell received a citizen's complaint about dead tree limbs at the Chautauqua Park. Councilor Littrell wanted to know when City Administrator Glenn Rodden's evaluation would be done. Councilor Otte read a statement that he wrote about the extra territorial zoning and the comprehensive plan. Councilor Abell thanked the Transportation Department for cleaning up tree limbs left by storms. Councilor Miller thanked the Fair Board and 4-H for the Mitchell County Fair this year. Councilor Brown would like the extra territorial zoning subject to be dropped. Councilor Richard did not agree how some citizens used intimidation on the Planning Commission causing one of the members to resign. Councilor Gengler said there's a lot of good things in the comprehensive plan but believes if the three mile extra-territorial gets put in the plan many people will take their business elsewhere.

City Attorney Katie Cheney reported on the following: 1. She explained the agreement with the USD 273 that will be presented tonight in formal actions. 2. Informing citizens on how to report a dog complaint is still on her to do list.

City Administrator Glenn Rodden reported on the following: 1. Jay Langley with Clubine and Rettle presented the city's 2013 financial audit to the Council. 2. Chief Elam introduced two hires Jay Davis and Scott Davies to the Council; both were employed with the city before. 3. The Chamber of Commerce said they were not interested in making the downtown have a parking limit of two hours to remedy the parking situation. 4. Have not heard from Kyle Railroad about the contract for the repair of the railroad crossings. 5. The rock crushing company should be here by the end of the month.

Public Hearing for 2015 Budget: Nobody from the public arrived for the public hearing. Time started 7:36 p.m. Ended 7:37 p.m.

The Consent Agenda consisted of August 5, 2014 Council Meeting Minutes, and appropriations 8B. A motion was made by Councilor Miller and seconded by Councilor Abell to approve the Consent Agenda in its entirety. Roll call vote yeas: Abell, Gengler, Richard, Brown, Littrell, Miller, Otte, and Petterson. Nays: None.

Staff is recommending that Council approve the 2015 City Budget. A motion was made by Councilor Richard and seconded by Councilor Brown to approve the 2015 City Budget. Motion carried 8-0. Nays: None.

Staff is recommending that Council approve an Asphalt Bid from Asphalt Fuel and Supply LLC in the amount of \$19,800.00. The asphalt is for chipping and sealing streets. A motion was made by Councilor Petterson and seconded by Councilor Gengler to approve the Asphalt Bid from Asphalt Fuel and Supply LLC in the amount of \$19,800.00. Motion carried 8-0. Nays: None.

Staff is recommending that Council approve the Agreement with USD 273. The agreement is for moving electric services and utility easement for the elementary school. A motion was made by Councilor Abell and seconded by Councilor Otte to the Agreement with USD 273. Motion carried 8-0. Nays: None.

A motion was made by Councilor Miller and seconded by Councilor Brown to go into closed session for attorney-client privileged information with City Attorney Katie Cheney and City Administrator Glenn Rodden for a period of 15 minutes. Motion carried 8-0. Nays: None. Time started: 7:51 p.m. Time ended: 8:04 p.m.

A motion was made by Councilor Brown and seconded by Councilor Miller to Adjourn the Council Meeting. Motion passed 8-0. The meeting ended at 8:05 p.m.

The work session began at 8:10 p.m. City Council members in attendance were Kent Miller, Bob Richard, Charlene Abell, Matt Otte, Rick Brown, Tony Gengler, Robert Petterson, and Lloyd Littrell. Also present were City Administrator Glenn Rodden, City Attorney Katie Cheney, and City Clerk Amanda Lomax.

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

Director of Economic Development Heather Hartman explained the requirements for the state housing grant to council. The requirements for the housing grant will need to be formally adopted by council in a future council meeting.

Director of Economic Development Heather Hartman went over the neighborhood revitalization program with council. The neighborhood revitalization is up for renewal and will need to be adopted by council before October.

Director of Electric Operations Ronnie Sporleder is recommending changes to be made to the city's utility extension policy for customers inside the city limits of Beloit. Ronnie is recommending that customers inside the city limits pay for the cost of materials for utility extensions; this will be brought to council next meeting for formal approval.

Work Session Ended at 8:30 pm.

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TOM NAASZ, Mayor

ATTEST:

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AMANDA LOMAX, City Clerk



# Accounts Payable Detail Listing

City of Beloit

**Vend# Vendor Name**

Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status
	Account#	Work Order		Description			Debit	Credit
<b>6 ABRAM READY-MIX, INC</b>								
59203	9/4/2014	9/4/2014	592.68	17338	8/14/2014	18605	8/21/2014	Posted
	30-00-8100			11 YDS FLOWABLE-NC			592.68✓	0.00
59223	9/4/2014	9/4/2014	277.35	17337	8/13/2014	18606	8/22/2014	Posted
	10-19-4300			1.5 YDS CONCRETE			166.41✓	0.00
	30-00-8100			1 YD CONCRETE-N CAMPUS WATER			110.94✓	0.00
							277.35✓	0.00
59257	9/4/2014	9/4/2014	1,625.94			18608	8/27/2014	Posted
	30-00-8100			17401-13 YDS FLOWABLE			700.44✓	0.00
	30-00-8400			17401-3 YDS FLOWABLE			332.82✓	0.00
	30-00-8100			17400-11YDS FLOWABLE			592.68✓	0.00
							1,625.94✓	0.00
<b>21 ALCO-DUCKWALL STORES INC</b>								
59193	9/4/2014	9/4/2014	31.17	22110150	8/14/2014	19562	8/14/2014	Posted
	53-43-6000			3 TOTES			31.17✓	0.00
59194	9/4/2014	9/4/2014	46.95	22110156	8/18/2014	18738	8/18/2014	Posted
	10-11-6000			PRINTER CARTRIDGES & WATER			46.95✓	0.00
59195	9/4/2014	9/4/2014	15.98	22110142	8/11/2014	18724	8/11/2014	Posted
	10-11-6000			BATTERIES			15.98✓	0.00
59196	9/4/2014	9/4/2014	41.90	22110124	8/4/2014	18704	8/5/2014	Posted
	10-11-6000			WATER & SUPPLIES			41.90✓	0.00
59197	9/4/2014	9/4/2014	16.86	22110146	8/13/2014	18886	8/14/2014	Posted
	10-12-6110			SWIFFER-OFFICE CLEANING			16.86✓	0.00
59204	9/4/2014	9/4/2014	60.96	22110159	8/19/2014	19372	8/21/2014	Posted
	53-41-6000			SUPPLIES			60.96✓	0.00
59248	9/4/2014	9/4/2014	45.18	22110173	8/26/2014	19755	8/26/2014	Posted
	10-11-6000			WATER & SUPPLIES			45.18✓	0.00
<b>27 ALSOP SAND CO., INC</b>								
59286	9/4/2014	9/4/2014	379.85			18609	8/28/2014	Posted
	30-00-8200			447331-26.7 TONS GRAVEL			189.57✓	0.00
	30-00-8200			447367-26.8 TONS GRAVEL			190.28✓	0.00
							379.85✓	0.00
<b>2032 AT&amp;T</b>								
59205	9/4/2014	9/4/2014	95.00	08900759485827	8/20/2014	18750	8/22/2014	Posted
	10-13-5310			PD INTERNET-SEPTEMBER			95.00✓	0.00
<b>1414 AT&amp;T LONG DISTANCE</b>								
59250	9/4/2014	9/4/2014	11.27	860474167-6		19756	8/26/2014	Posted
	10-11-5310			LONG DISTANCE CHARGES-860474167-			11.27✓	0.00
59251	9/4/2014	9/4/2014	9.27	836515105-5		19757	8/26/2014	Posted
	10-11-5310			LONG DISTANCE CHARGES			9.27✓	0.00
<b>73 BELOIT JR SR HIGH SCHOOL</b>								
59290	9/4/2014	9/4/2014	65.00		8/29/2014	19792	8/29/2014	Posted
	10-11-5400			YEARBOOK AD			65.00✓	0.00
<b>74 BELOIT MEDICAL CENTER, PA</b>								
59198	9/4/2014	9/4/2014	85.00	5050	8/20/2014	18747	8/21/2014	Posted
	51-41-3000			PRE-EMPLOYMENT PHYSICAL			85.00✓	0.00
<b>2701 BERGMANN MADONNA</b>								
59224	9/4/2014	9/4/2014	18.00			18892	8/22/2014	Posted
	10-13-2911			NAME TAGS FOR JAY DAVIS			12.00✓	0.00
	10-13-2911			REPLACE BPD PATCHES FOR JAY DAV.			6.00✓	0.00
							18.00✓	0.00
<b>2735 BEVERAGE CARBONATION SERVICE</b>								
59199	9/4/2014	9/4/2014	426.44	Q13279	8/19/2014	18604	8/19/2014	Posted
	51-41-6170			3188 LBS CARBON DIOXIDE			426.44✓	0.00
<b>669 BLADE-EMPIRE PUBLISHING</b>								
59200	9/4/2014	9/4/2014	150.15	134411	8/18/2014	18737	8/18/2014	Posted
	10-11-5400			NOTICE OF BUDGET HEARING			150.15✓	0.00
59206	9/4/2014	9/4/2014	200.20	134412	8/8/2014	18749	8/21/2014	Posted
	10-11-5400			RESOLUTION NO. 2014-15			200.20✓	0.00



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	<u>Account#</u>	<u>Work Order</u>				<u>Description</u>			<u>Debit</u>	<u>Credit</u>
409	<b>LIGHT &amp; WATER UTILITIES (continued)</b>									
59285	9/4/2014	9/4/2014	42,048.76				19789		8/28/2014	Posted
	10-11-6220					ADMIN			2,111.56✓	0.00
	10-11-6220					ADMIN SHARE			6.70✓	0.00
	10-13-6220					PD SHARE			6.70✓	0.00
	51-41-6220					WATER SHARE			6.69✓	0.00
	10-14-6220					FIRE DEPT			321.58✓	0.00
	10-15-6220					TRANSPORTATION			525.19✓	0.00
	10-18-6220					PARKS & REC			10,101.84✓	0.00
	10-20-6220					CEMETERY			171.26✓	0.00
	10-22-6220					AIRPORT			416.57✓	0.00
	51-41-6220					WATER PLANT			6,549.09✓	0.00
	52-41-6220					SEWER PLANT			9,344.56✓	0.00
	53-41-6220					POWER PLANT			1,017.09✓	0.00
	51-43-6220					WATER SYSTEMS			223.43✓	0.00
	52-43-6220					SEWER SYSTEMS			223.43✓	0.00
	53-43-6220					SYSTEMS OP SHARE			223.43✓	0.00
	51-43-6220					SYSTEMS OP SHARE			42.11✓	0.00
	52-43-6220					SYSTEMS OP SHARE			42.10✓	0.00
	53-43-6220					SYSTEMS OP SHARE			42.10✓	0.00
	10-13-6220					PD SHARE			42.10✓	0.00
	53-43-6220					ELECTRIC SYSTEMS			60.63✓	0.00
	10-19-6220					NORTH CAMPUS			7,697.79✓	0.00
	10-21-6220					POOL			2,872.81✓	0.00
									42,048.76✓	0.00
426	<b>CRAIG MARCOTTE</b>									
59228	9/4/2014	9/4/2014	60.00	802153			19747		8/25/2014	Posted
	10-11-6600					MOWINGS 8-15-14 & 8-24-14			60.00✓	0.00
424	<b>MCHENRY ELECTRIC &amp; SUPPLY</b>									
59229	9/4/2014	9/4/2014	81.43	011987			8/20/2014	19564	8/20/2014	Posted
	53-43-6000					OIL MIX & BAR OIL			81.43✓	0.00
824	<b>MCMASTER CARR COMPANY</b>									
59214	9/4/2014	9/4/2014	52.00	98455374			8/15/2014	19370	8/21/2014	Posted
	53-41-4360					STAINLESS STEEL THREADED PINS			52.00✓	0.00
457	<b>BLAKE MILLER</b>									
59215	9/4/2014	9/4/2014	400.00	7716			8/13/2014	18317	8/15/2014	Posted
	52-43-7490					GENERATOR HOOK-UP (USED)			400.00✓	0.00
470	<b>MITCHELL COUNTY SOLID WASTE</b>									
59216	9/4/2014	9/4/2014	8.00	03326			8/15/2014	15300	8/18/2014	Posted
	52-41-3000					DISPOSAL OF SCREENINGS			8.00✓	0.00
59256	9/4/2014	9/4/2014	14.40	022460			8/26/2014	18325	8/26/2014	Posted
	30-00-8100					PALLETS & LUMBER			14.40✓	0.00
59289	9/4/2014	9/4/2014	20,522.20				8/31/2014	19241	8/31/2014	Posted
	54-41-3000					TRASH COLLECTIONS			20,522.20✓	0.00
342	<b>MUNICIPAL SUPPLY INC. OF NEBRASKA</b>									
59255	9/4/2014	9/4/2014	418.92					18324	8/26/2014	Posted
	30-00-8100					0568697-IN-UFR1360-C-6-I			218.52✓	0.00
	30-00-8100					0569288-IN-REPAIR CLAMP			200.40✓	0.00
									418.92✓	0.00
2447	<b>NCK COMMERCIAL LAUNDRY INC</b>									
59230	9/4/2014	9/4/2014	105.80	229354			8/10/2014	18888	8/22/2014	Posted
	10-13-4300					LAUNDRY SERVICES			105.80✓	0.00
2770	<b>NESS COUNTY SHERIFF DEPT.</b>									
59222	9/4/2014	9/4/2014	15.00	201400151				18899	8/25/2014	Ck# 70280 Printed
	10-12-3000					PAPER SERVICE FEE FOR TYLER NUTT			15.00✓	0.00
827	<b>NETWORKS PLUS</b>									
59217	9/4/2014	9/4/2014	60.00	149840			8/31/2014	18560	7/30/2014	Posted
	10-11-3360					MOZY PRO BACKUP-SEPTEMBER			60.00✓	0.00
59218	9/4/2014	9/4/2014	265.00	150006			8/15/2014	18734	8/18/2014	Posted
	10-13-3360					SERVICE CONTRACT-SEPTEMBER PD			265.00✓	0.00
59219	9/4/2014	9/4/2014	323.00	150117			8/15/2014	18744	8/19/2014	Posted
	10-11-3360					SERVER/NETWORK-REMOTE			323.00✓	0.00

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City of Beloit

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	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
827	<b>NETWORKS PLUS (continued)</b>							
59231	9/4/2014	9/4/2014	84.00	150124	8/15/2014	18745	8/19/2014	Posted
	10-13-3360			SERVER/NETWORK-REMOTE			84.00 ✓	0.00
59232	9/4/2014	9/4/2014	265.00	150005	8/15/2014	18735	8/18/2014	Posted
	10-11-3360			SERVICE CONTRACT-SEPTEMBER-ADM			265.00 ✓	0.00
517	<b>PDQ EMERGENCY PRODUCTS</b>							
59233	9/4/2014	9/4/2014	38.20	19145	7/22/2014	18889	8/22/2014	Posted
	10-13-2911			NAME STRIPS FOR PD UNIFORM			38.20 ✓	0.00
536	<b>POST MASTER</b>							
59287	9/4/2014	9/4/2014	860.66		8/29/2014	19240	8/29/2014	Ck# 70285 Printed
	10-11-5320			UTILITY BILLING POSTAGE			860.66 ✓	0.00
1263	<b>PRAIRE FIRE COFFEE ROASTERS</b>							
59234	9/4/2014	9/4/2014	84.14	664251	8/14/2014	19557	8/14/2014	Posted
	53-43-6000			COFFEE			28.05 ✓	0.00
	52-43-6000			COFFEE			28.05 ✓	0.00
	51-43-6000			COFFEE			28.04 ✓	0.00
							84.14 ✓	0.00
59283	9/4/2014	9/4/2014	45.90	668220	8/28/2014	19787	8/28/2014	Posted
	10-11-6000			COFFEE			45.90 ✓	0.00
2425	<b>PROTOCOL, LLC</b>							
59235	9/4/2014	9/4/2014	364.00			18900	8/25/2014	Posted
	10-13-5310			SEPTEMBER 2014 BILL			364.00 ✓	0.00
559	<b>RELIABLE OFFICE SUPPLIES</b>							
59236	9/4/2014	9/4/2014	231.59		8/11/2014	19365	8/19/2014	Posted
	53-41-4360			FPT07901-OFFICE CHAIR			231.47 ✓	0.00
	53-43-6110			LATE CHARGE FROM INV. FNB86300			0.12 ✓	0.00
							231.59 ✓	0.00
488	<b>SCHWAB EATON BELOIT</b>							
59237	9/4/2014	9/4/2014	480.00	PROJECT#(BELOI	8/15/2014	18603	8/19/2014	Posted
	51-41-3000			3 HRS SERVICE FOR MTG			480.00 ✓	0.00
59261	9/4/2014	9/4/2014	216.00	14.B017	8/19/2014	19567	8/19/2014	Posted
	53-43-3000			EASEMENT FROM WICHERS TO PEARS			216.00 ✓	0.00
2771	<b>SIDENER ENVIRONMENTAL SERVICES</b>							
59249	9/4/2014	9/4/2014	12,776.50	508243	8/18/2014	18592	8/20/2014	Posted
	51-41-7490			TURBIDIMETERS & NETWORK			12,776.50 ✓	0.00
2367	<b>SOLOMON CORPORATION</b>							
59239	9/4/2014	9/4/2014	2,163.00	253608	6/13/2014	19566	8/25/2014	Posted
	53-43-8300			TRANSFORMER 1 PHASE			2,163.00 ✓	0.00
84	<b>ST JOHN'S SCHOOL - CROSSWALK GUARD</b>							
59240	9/4/2014	9/4/2014	60.00			18743	8/18/2014	Posted
	10-13-3000			CROSSWALK 12 DAYS @ 5.00			60.00 ✓	0.00
2478	<b>SelectAccount</b>							
59238	9/4/2014	9/4/2014	11.00	1034141	8/7/2014	18736	8/18/2014	Posted
	21-00-2100			PARTICIPANT FEE			11.00 ✓	0.00
1533	<b>ULTRA CLEAN CAR WASH</b>							
59241	9/4/2014	9/4/2014	164.20			18884	8/22/2014	Posted
	10-13-4310			JULY WASHES			164.20 ✓	0.00
697	<b>USD 273</b>							
59242	9/4/2014	9/4/2014	234.00			18742	8/18/2014	Posted
	10-13-3000			CROSSWALK 12 DAYS @ 19.50			234.00 ✓	0.00
410	<b>UTILITIES</b>							
59284	9/4/2014	9/4/2014	883.94			19788	8/28/2014	Posted
	10-13-6220			CITY SHARE OF JAIL UTILITIES			883.94 ✓	0.00
2067	<b>VERIZON WIRELESS SERVICES, LLC</b>							
59243	9/4/2014	9/4/2014	158.09	3119286853	8/9/2014	18883	8/22/2014	Posted
	10-13-5310			PD SEPTEMBER BILL			158.09 ✓	0.00

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2067	<b>VERIZON WIRELESS SERVICES, LLC (continued)</b>							
59244	9/4/2014	9/4/2014	138.72	9730490715	8/16/2014	19750	8/25/2014	Posted
	53-43-5310			SYSTEMS-SEPTEMBER BILL			57.90 ✓	0.00
	52-43-5310			SYSTEMS-SEPTEMBER BILL			40.41 ✓	0.00
	51-43-5310			SYSTEMS-SEPTEMBER BILL			40.41 ✓	0.00
							<u>138.72</u> ✓	0.00
59245	9/4/2014	9/4/2014	162.06	9730459758	8/16/2014	19749	8/25/2014	Posted
	10-11-5310			ADMIN-SEPTEMBER			109.21 ✓	0.00
	10-20-5310			CEMETERY-SEPTEMBER			52.85 ✓	0.00
							<u>162.06</u> ✓	0.00
59246	9/4/2014	9/4/2014	44.73	9730498780	8/16/2014	19748	8/25/2014	Posted
	53-41-5310			POWER PLANT STAND-BY-SEPTEMBER			44.73 ✓	0.00
712	<b>WACONDA TRADER</b>							
59253	9/4/2014	9/4/2014	100.80			19759	8/26/2014	Posted
	52-43-5400			WASTEWATER PLANT OPERATOR AD			100.80 ✓	0.00
59254	9/4/2014	9/4/2014	100.80			19760	8/26/2014	Posted
	51-43-5400			WATER SYSTEMS OPERATOR 1 AD			100.80 ✓	0.00
59288	9/4/2014	9/4/2014	50.40			19791	8/29/2014	Posted
	51-41-5400			WATER PLANT FOREMAN AD			50.40 ✓	0.00
722	<b>WATTS AND SON</b>							
59281	9/4/2014	9/4/2014	109.16	2505	8/14/2014	15301	8/28/2014	Posted
	52-41-4360			EXPANSION TANK			109.16 ✓	0.00
59282	9/4/2014	9/4/2014	(64.11)	2504	8/14/2014	19762	8/26/2014	Posted
	52-41-4360			CREDIT FROM INV. 2454			0.00	64.11 ✓
1035	<b>BRUCE WILSON</b>							
59247	9/4/2014	9/4/2014	60.00			19751	8/26/2014	Posted
	10-11-3000			BANK RECONCILIATION JULY 2014			60.00 ✓	0.00
2602	<b>WISCONSIN DEPARTMENT OF TRANSPORTATION</b>							
59221	9/4/2014	9/4/2014	12.00			18898	8/25/2014	Ck# 70281 Printed
	10-12-3000			CERTIFIED DL RECORD FOR JACOB SM			12.00 ✓	0.00

311,063.12 78 Non-voided payables listed.

Report Setup  
 AP - Accounts Payable Listing : Vendor Name  
 Filter Options  
 Starting: 9/4/2014  
 Ending: 9/4/2014  
 Banks: All  
 Payable Status: Posted, Printed, ACH, Recorded, Voided  
 All Vendors Selected



## REQUEST FOR COUNCIL ACTION

<b>DATE:</b>	<b>TITLE:</b>		
September 2, 2014	ORDINANCE 2153 ELECTRIC EXTENSION ORDINANCE		
<b>ORIGINATING DEPARTMENT:</b>	<b>TYPE OF ACTION:</b>	<input checked="" type="checkbox"/> <b>ORDINANCE</b>	<input type="checkbox"/> <b>RESOLUTION</b>
Electric Systems Department		<input type="checkbox"/> <b>FORMAL ACTION</b>	<input type="checkbox"/> <b>OTHER</b>

### RECOMMENDATION:

I recommend that the Council approve Ordinance 2153.

### FISCAL NOTE:

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

### DISCUSSION:

.This ordinance establishes fees for extending electric services inside the city limits.

Respectfully submitted,

Glenn Rodden  
City Administrator



## ORDINANCE NO. 2153

AN ORDINANCE ESTABLISHING FEES AND REQUIREMENTS FOR THE EXTENSION OF CITY ELECTRIC SERVICES INSIDE THE CITY LIMITS OF THE CITY OF BELOIT, KANSAS.

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

**Section 1:** PURPOSE. It is the desire of the City Council of the City of Beloit, Kansas to establish fees and uniform regulations for the extension of electric services inside the city limits of the City of Beloit, Kansas.

**Section 2:** ELECTRIC SERVICE. The following fees and requirements are hereby established for the extension of electric service inside the city limits of the City of Beloit, Kansas:

- (a) The customer requesting such electric service shall pay a fee for each electric service connection as set out in the city's annual fee resolution and adopted by the governing body. This fee shall be in addition to any impact fee charged by the city.
- (b) Costs of all materials associated with the extension of the electric service shall be paid by the customer. Costs of materials can include, but are not limited to: poles, wire, and transformers.
- (c) The Director of Systems Operations shall determine the appropriate size and location of all transformers. If the transformer is intended to serve more than one customer, the customer shall pay a percentage of the total cost of the transformer equal to the percentage of the transformer service actually used by that customer. If the transformer is in a location where it cannot serve multiple customers, the customer shall pay the entire cost of the transformer.
- (d) Costs of labor and equipment associated with the extension of the electric service shall be paid by the City.
- (e) Prior to commencement of the project, the Director of Systems Operations or the City Administrator, or their designee, shall provide an estimated total material cost to the customer.

**Section 3:** 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 2<sup>nd</sup> day of September, 2014.

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Tom Naasz, Mayor

ATTEST:

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Amanda J. Lomax, City Clerk

## REQUEST FOR COUNCIL ACTION

**DATE:**

September 2, 2014

**TITLE:**

ORDINANCE 2154 TEMPORARY POLE ORDINANCE

**ORIGINATING DEPARTMENT:**

Electric Systems Department

**TYPE OF ACTION:**

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

**RECOMMENDATION:**

I recommend that the Council approve Ordinance 2154.

**FISCAL NOTE:**

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

**DISCUSSION:**

This ordinance establishes fees for temporary electric service inside the city limits.

Respectfully submitted,

Glenn Rodden  
City Administrator



**ORDINANCE NO. 2154**

AN ORDINANCE ESTABLISHING A CONNECTION FEE FOR TEMPORARY CITY ELECTRIC SERVICE INSIDE AND OUTSIDE THE CITY LIMITS OF THE CITY OF BELOIT, KANSAS.

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

**Section 1:** PURPOSE. It is the desire of the City Council of the City of Beloit, Kansas to establish a connection fee for temporary city electric service both inside and outside the city limits of the City of Beloit, Kansas.

**Section 2:** TEMPORARY ELECTRIC SERVICE.

- (a) Customers, both inside and outside the city limit of the City of Beloit, utilizing temporary electric service and a temporary meter shall pay a connection fee for such temporary electric service as set out in the city's annual fee resolution and adopted by the governing body.
- (b) The fee shall be paid prior to any connection of temporary electric service.

**Section 3:** 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 2<sup>nd</sup> day of September, 2014.

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

ATTEST:

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



## REQUEST FOR COUNCIL ACTION

**DATE:**

September 2, 2014

**TITLE:**

Resolution 2014-16 Fee Schedule

**ORIGINATING DEPARTMENT:**

Administration

**TYPE OF ACTION:**

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

**RECOMMENDATION:**

I recommend that the City Council approve Resolution 2014-16 2014 Amended Fee Schedule.

**FISCAL NOTE:**

- There is no cost associated with passing this Resolution.

**DISCUSSION:**

Passing this resolution sets for city fees for the fiscal year 2014.

Respectfully submitted,

Glenn Rodden  
City Administrator



## Second Amended 2014 Fee Schedule

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELOIT  
ADOPTING THE SECOND AMENDED 2014 FEE SCHEDULE

**WHEREAS**, the City of Beloit, Kansas, charges fees for activities and services offered by the City; and

**WHEREAS**, the fees are needed to ensure the City of Beloit is compensated for the use of facilities, equipment, and services; and

**WHEREAS**, after reviewing the fees, the Governing Body believes that the fees are fair to both the public and the City;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Beloit that, effective September 2, 2014, City fees shall be as follows:

General Topic	Specific Topic	2014 Fees
<b>Administration:</b>		
Application Fees:	Variance	\$50
	Conditional Use	\$50
	Zoning Application Fees	\$50
	Plat Fee	\$50
	Building Permit Fee	.25% of estimated cost (\$25 min.)
Miscellaneous:	Economy Shop Rent	\$50 per month
	Return Check Fee	\$30
	Personnel/Operator per hour	\$25
	Commercial sign permits	\$25
	To send a fax	\$1 per page
	To make copies	\$.25 per page
	Grill (per day)	\$25
	Special Event License	\$25
	Transient Merchant Fee	\$100/day or \$400/year + \$50 Investigation Fee
Miscellaneous:	Grass Cutting	Cost + \$250 Administrative Fee for 1 <sup>st</sup> Occurrence, Cost + \$500 for 2 <sup>nd</sup> , Cost + \$750 for 3 <sup>rd</sup> and Cost + \$1,000 for 4 <sup>th</sup>
	Nuisance Abatement	Cost + \$250 Administrative Fee for 1 <sup>st</sup> Occurrence, Cost + \$500 for 2 <sup>nd</sup> , Cost + \$750 for 3 <sup>rd</sup> and Cost + \$1,000 for 4 <sup>th</sup>
Open Records Fees:	Per Page	\$0.25
	Per Quarter Hour	\$6.25
Alcohol License Fees:	Convenience/Grocery store	\$75
	Occupation tax for Class A clubs	\$125
	Occupation tax for liquor store	\$200
	Serve in and carry out	\$200
	Taverns that serve 3.2 beer	\$150
Franchise Fees:	Trash Fee	10%
	Fire Protection fees	Yearly FD mil levy + 10%
Animal Fees:	<b>Registration for pets per year:</b>	
	Spayed or Neutered	\$5
	Non spayed or Non neutered	\$50
	Not registered (after 1/31 of each year)	\$20
	Lost Tag Replacements	\$15
	Transfer Fee	\$1
	<b>If animal is taken to the pound:</b>	
	First Impoundment	\$10 + \$10/day thereafter
	Second/Subsequent Impoundment	\$20 + \$10/day thereafter
	<b>Level I Offense:</b>	
	First Offense	\$15
	Second Offense	\$30
	Third Offense	\$45
	Fourth Offense	Court
	<b>Level II Offense:</b>	
	First Offense	\$25
	Second Offense	\$50
	Third Offense	\$75
	Fourth Offense	Court
	<b>Level III Offense:</b>	
	First Offense	\$40
	Second Offense	\$80
	Third Offense	\$120
	Fourth Offense	Court
	<b>Level IV Offense:</b>	
	First Offense	\$100 + impound fees
	Second Offense	\$200 - \$500
	Removal of large dead animals	\$50
	Kenneling fees	\$10/day
	Hobby Breeder's License	\$200/year
	Reapplication for Hobby Breeder's	\$20
	Commercial Establishments	\$300/year

	Reapplication for Comm. Establishments	\$30
	Private Guard Dog License	\$100/year
	Commercial Guard Dog Service License	\$400/year
<b>Parks and Rec.:</b>		
	Co-ed Volleyball	Varies by # of teams
	Co-ed Softball	Varies by # of teams
	Adult Programs	Varies by program
	Youth Programs	Varies by program
	Cotton Candy machine	\$25 per day + \$25 deposit
Chautauqua Park:	White Building (Reserve)	\$50/day + \$50 deposit
	Gazebo (Reserve)	\$25/day + \$25 deposit
	Camping	By donation
Municipal Building:	Tables	\$5/table/day + \$50 deposit
	Chairs	\$.50 per day + \$50 deposit
	Not pick up between 8-5, no help loading, not clean	\$25 extra rental
Room Rental:	Deposit for any key	\$50
	Club sports team renting Gym at available times	2 months \$100 Deposit + \$100 Rental, 3 months \$100 Deposit + \$150 Rental
	<b>Gym: Deposit Fee Does NOT Guarantee all Dates</b>	
	School deposit	\$1,000
	Private - For Profit/Business	\$100 Deposit + \$125 Rental
	Private - Non-Profit	\$100 Deposit + \$75 Rental
	Community Activity	\$100 Deposit + on City Agreement
	<b>Conference Room:</b>	
	Private - For Profit/Business	\$50 Deposit + \$50 Rental
	Private - Non-Profit	\$50 Deposit + \$50 Rental
	Community Activity	\$50 Deposit + on City Agreement
	<b>Trail Room:</b>	
	Private - For Profit/Business	\$50 Deposit + \$50 Rental
	Private - Non-Profit	\$50 Deposit + \$50 Rental
	Community Activity	\$50 Deposit + on City Agreement
	<b>Sutter Room:</b>	
	Private - For Profit/Business	\$100 Deposit + \$125 Rental
	Private - Non-Profit	\$100 Deposit + \$75 Rental
	Community Activity	\$100 Deposit + on City Agreement
	<b>Entire Basement:</b>	
	Private - For Profit/Business	\$200 Deposit + \$225 Rental
	Private - Non-Profit	\$200 Deposit + \$150 Rental
	Community Activity	\$100 Deposit + on City Agreement
Cemetery:	Standard Burial (opening and closing)	\$400
	Burial after hours, holidays, weekends	add \$150.00
	Infant Burial	\$100
	Cremation	\$150
	Cremation over 24 X 24	\$200
	Grave spaces	\$300
	Veteran & spouse grave spaces in Soldier Square	\$0
	Transfer of Deeds	\$25
Sports Complex:	Concession Stand: per event	25 + \$50.00 Deposit
	Concession Stand: per Season	\$100 + \$50 Deposit
	Season Key Deposit	\$50
	Field Marking (private use)	\$25
	Field Rental for Lights (private use)	\$25
<b>Swimming Pool:</b>	Daily Admittance:	2 years and under - Free with accompanied adult (over 18) must be in swim diaper if not potty trained
		3-17 years \$4.00
		18-61 years \$6.00
		62 and over \$2.00
	Individual Seasonal Pass	before 5/9/14 \$60.00
	Individual Seasonal Pass	5/9/14 and after \$85.00
	Family Seasonal Pass	before 5/9/14 (2 adults and 4 kids) \$175.00
	Family Seasonal Pass	before 5/9/14 Option 1 - Each additional family's child - \$25.00 up to \$225.00
	Family Seasonal Pass	5/9/14 and after (2 adults and 4 kids) \$200.00
	Family Seasonal Pass	5/9/14 and after Option 1 - Each additional family's child - \$25.00 up to \$250.00
		Option 2 - The family's babysitter an additional \$50.00 per person with consent form
	Day Care Provider	\$30.00 for a seasonal pass used when supervising day care children only
	Private Swim Lessons	Both teacher and student needs to pay the admission/have a pass and file form with pool manager
	City Sponsored Swim Lesson:	Will depend on current cost
	Pool Parties:	
	All inclusive features	Under 50 admissions \$200.00 for 1.5 hours
		50 to 100 admissions \$250.00 for 1.5 hours

		Over 100 admissions \$300.00 for 1.5 hours
		Concession Stand Open - an additional \$25.00
	Pool without lazy river	Under 50 admissions \$150.00 for 1.5 hours
		50 to 100 admissions \$150.00 for 1.5 hours
		Over 100 admissions \$200.00 for 1.5 hours
		Concession Stand Open - an additional \$25.00
	Toddler Party	Only toddler sections open - 25 Children maximum with 10 adults for 1 hour
<b>Transportation:</b>		
Barricades:	Business	\$30
	Non-Business	\$0
Vehicle Usage Rates:	Description of Vehicle	Proposed Fees (per hour)
Systems Op Unit #10	Meter Reader's	\$30.00 + cost of operator
20	1981 GMC 7 cy. Dump Truck	\$40 + cost of operator
Parks & Rec. 21	1976 Ford Bus	\$15 + cost of operator
22	2002 GMC 1 Ton Dump Truck	\$20 + cost of operator
22a	1985 Ford 1 Ton Dump Truck	\$20 + cost of operator
23	1996 Ford 1 Ton Service Pickup	\$20 + cost of operator
24	1996 IHC Tandem Dump Truck	\$60 + cost of operator
25	2010 ¾ Ton Dump Truck	\$20 + cost of operator
26	1977 Chevy 2 Ton Flatbed	\$40 + cost of operator
27	1997 Johnston Sweeper	\$70 + cost of operator
28	1967 2 Ton Oil Distributor	\$50 + cost of operator
29	1983 GMC Oil Distributor	\$50 + cost of operator
30	2003 GMC 2500 HD 4X4	\$25 + cost of operator
31	2004 Ford 1 Ton Service Truck	\$35 + cost of operator
32	8 x 12 Tilt Trailer	\$15 + cost of operator
33	1985 GMC 2 Ton Flatbed	\$40 + cost of operator
34	Airport Courtesy Car	\$20 + cost of operator
35	Portable Welder	\$15 + cost of operator
36	1969 Chevy 1 Ton Water Truck	\$20 + cost of operator
37	1989 Caterpillar Motor Grader	\$75 + cost of operator
38	1979 Ford 545 Utility Tractor	\$35 + cost of operator
39	1987 Caterpillar 916 Loader	\$75 + cost of operator
40	2011 J.D. 524K Loader	\$75 + cost of operator
41	2002 (310 SG) J.D. Backhoe	\$75 + cost of operator
42	Sullair Air Compressor plus tools	\$30 + cost of operator
42a	Self Propelled Concrete Saw	\$25 + cost of operator
43	1982 Chevy 10 cy. Dump Truck	\$50 + cost of operator
44	1982 IHC 7 cy. Dump Truck	\$40 + cost of operator
45	1994 Ford Service Truck	\$35 + cost of operator
46	2008 Ford Pickup	\$20 + cost of operator
47	1994 Belarus Tractor	\$35 + cost of operator
48	2002 Vibratory Packer	\$60 + cost of operator
49	Ferguson Rubber Tired Roller	\$25 + cost of operator
50	2000 Freightliner Semi	\$60 + cost of operator
51	Gomaco Curb Machine	\$60 + cost of operator
52	2012 Bobcat Skid Steer	\$40 + cost of operator
53	2007 Crafcoc Crack Sealer	\$30 + cost of operator
60	Ford 1 Ton - Steve's Truck	\$30 + cost of operator
61	Chevy Pickup - Ron's Truck	\$30 + cost of operator
62	Ford Large Bucket Truck (newest)	\$110 + cost of operator
63	Ford Small Bucket Truck	\$75 + cost of operator
64	Ford Large Bucket Truck	\$110 + cost of operator
65	Chevy Dump Truck	\$40 + cost of operator
66	Ford Digger Derrick	\$90 + cost of operator
67	GMC Digger Derrick	\$90 + cost of operator
93	Water Service Truck F550	\$50 + cost of operator
68	Sewer Service 1 Ton	\$50 + cost of operator
70	2000 GMC 1 Ton Pickup-Sewer	\$30 + cost of operator
72	1998 446B CAT Backhoe-Sewer	\$75 + cost of operator
72	Allis Front Loader - WW Plant	\$75 + cost of operator
73	Case-Davis Small Trencher	\$35 + cost of operator
76	John Deere Skidsteer	\$30 + cost of operator
78	Vermeer Large Trencher	\$75 + cost of operator
79	Vermeer Chipper for trees	\$25 + cost of operator
80	Sewer Rodder	\$60 + cost of operator
81	Generator for sewer lift stations	\$35 + cost of operator
82	2000 Ford F350 - Water	\$35 + cost of operator
	2009 Vac-Con Sewer Truck	\$100 + cost of operator
	2001 Dodge Ram 1500 - Water	\$30 + cost of operator
	Pole Drill Rig	\$50 + cost of operator
	Rock n' Roller Concrete Stamper	\$25 + cost of operator
	Scarifier	\$60 + cost of operator

	Farm Tractor	\$20 + cost of operator
	Street Sweeper	\$50 + cost of operator
	Tractor and Mower	\$35 + cost of operator
	Hand Mower	\$10 + cost of operator
	Weed Eater	\$10 + cost of operator
	Tapping Machine	\$15 + cost of operator
	Pipe Saw	\$15 + cost of operator
	Boring Machine (push pull)	\$75 + cost of operator
	Boring Machine (auger)	\$75 + cost of operator
	Filter and Equipment	\$50 + cost of operator
	Hand Hydraulic Crimper	\$15 + cost of operator (if needed)
	Truck Hydraulic Crimper	\$30 + truck + cost of operator
	Hydraulic Bender	\$15 + cost of operator
	Fire Truck	\$150 + cost of operator
	Barricade	\$30 per day
Utility Cut Fee:	Asphalt/Concrete	\$150 + materials
	Brick	\$200 + materials
	Gravel	\$100 + materials
<b>Operations:</b>		
Water:	<b>Meters:</b>	
	3/4"	Free
	All sizes greater than 3/4"	Cost of Meter
	<b>Tapping Fees:</b>	
	3/4"	\$150
	1"	\$150
	1 1/2"	\$350
	2"	\$550
	4"	\$900
	6"	\$1,200
Utilities:	Deposit	\$150
	Transfer Service	\$30
	<b>Temporary Electric Connection Fee:</b>	
	Inside City Limits (per 6 months)	\$100
	Outside City Limits (per 6 months)	\$200
	<b>Impact Fee:</b>	
	Water	\$400
	Sewer	\$450
	<b>Electric Impact Fees:</b>	
	Transformer KVA will be rated at 4 premises of equal load size.	
	If transformer is not situated for this, below price may be multiplied by 4.	
	<b>1/0 240V</b>	
	<b>Amperes</b>	
	0 to 60	\$200
	61 to 100	\$250
	101 to 150	\$350
	151 to 200	\$400
	201 to 400	\$450
	401 to 600	\$500
	601 to 800	\$550
	801 to 1,000	\$600
	Over 1,000 – per each additional thousand amperes or fraction thereof	\$600
	<b>3/0 208 or 240V</b>	
	<b>Amperes</b>	
	0 to 60	\$200
	61 to 100	\$300
	101 to 150	\$400
	151 to 200	\$500
	201 to 400	\$600
	401 to 600	\$700
	601 to 800	\$800
	801 to 1,000	\$900
	Over 1,000 – per each additional thousand amperes or fraction thereof	\$900
	<b>3/0 480V</b>	
	<b>Amperes</b>	
	0 to 60	\$350
	61 to 100	\$450
	101 to 150	\$550
	151 to 200	\$650
	201 to 400	\$750
	401 to 600	\$850
	601 to 800	\$950
	801 to 1,000	\$1,050
	Over 1,000 – per each additional thousand amperes or fraction thereof	\$1,050
	<b>Out-of-City Hook-up Fee</b>	\$1,400 per project
	<b>Reconnect Fee:</b>	
	If shut off for non payment	\$75 + tax
	After 5pm or on weekends	\$75 + tax + \$75
Light Pole Fees:	Pole Setting	\$1,000
	100 HPS Security Light	\$12.60 per month

250 HPS Security Light	\$18.90 per month
Pole	Wood=free / Metal= \$1300
<b>Police Department:</b>	Special Use Permit
	No Charge
<b>Police Reports:</b>	
Accidents	\$5
Criminal (Front Page Only)	\$0.25

**PASSED AND ADOPTED** at a regular meeting of the Governing Body of the City of Beloit and signed by the Mayor this 2nd day of September, 2014.

\_\_\_\_\_  
TOM NAASZ, Mayor

ATTEST:

\_\_\_\_\_  
AMANDA J. LOMAX, City Clerk





## REQUEST FOR COUNCIL ACTION

<b>DATE:</b>	<b>TITLE:</b>		
September 2, 2014	LKM VOTING DELEGATES		
<b>ORIGINATING DEPARTMENT:</b>	<b>TYPE OF ACTION:</b>	<input type="checkbox"/> <b>ORDINANCE</b>	<input type="checkbox"/> <b>RESOLUTION</b>
Administration		<input checked="" type="checkbox"/> <b>FORMAL ACTION</b>	<input type="checkbox"/> <b>OTHER</b>

### RECOMMENDATION:

I recommend that the City Council appoint two voting delegates and two alternate delegates to represent the City in the conduct and management of the affairs of the League of Kansas Municipalities.

### FISCAL NOTE:

- Except for the actual expense of attending the conference, there is no cost associated with approval of this item.

### DISCUSSION:

The League of Kansas Municipalities has requested that we register our voting delegates and alternates with the League's Executive Director. Article 4, Section 5 of the League Bylaws prescribes the total number of votes provided to each member city based on population. The City of Beloit will have two votes, necessitating the appointment of two voting delegates and two alternate delegates. The delegates' primary responsibility is to attend the Convention of Voting Delegates at the Annual Conference. Although our voting delegates and alternates have traditionally been Governing Body members, they do not have to be.

The City of Beloit is, and should continue to be, an active member of the League of Kansas Municipalities. Therefore, I recommend that the Council appoint two voting delegates and two alternate delegates to represent the City in the conduct and management of the affairs of the League of Kansas Municipalities.

Respectfully submitted,

Glenn Rodden  
City Administrator



## REQUEST FOR COUNCIL ACTION

<b>DATE:</b>	<b>TITLE:</b>
September 2, 2014	CREDIT CARD POLICY
<b>ORIGINATING DEPARTMENT:</b>	<b>TYPE OF ACTION:</b>
Administration	<input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION
	<input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

### RECOMMENDATION:

I recommend that the City Council adopt the enclosed credit card policy.

### FISCAL NOTE:

- There is no cost associated with approving this policy.

### DISCUSSION:

This policy follows the advice from the city auditor to establish a written credit card policy for the city.

Respectfully submitted,

Glenn Rodden  
City Administrator



## USER AGREEMENT FOR CITY-ISSUED CREDIT CARD

The following user agreement must be signed by all authorized employees of the City of Beloit with access to a credit card.

I understand that the City of Beloit has authorized my use of a city credit card for authorized business expenditures on its behalf. In accepting and/or using the card, I agree to be bound by the terms and conditions which follow.

- I will use the card issued to me only for the payment of authorized expenses consistent with my organizational responsibilities and to satisfy by department needs.
- I will not use the card to obtain cash advances.
- I will not use the card for personal use or for any other non-city purposes.
- I understand the card shall be used for only the types of merchants approved by the city.
- I understand that all purchases shall be made in accordance with applicable purchasing and credit card procedures adopted by the City of Beloit.
- I understand that I will be responsible for the timely reconciliation of all credit card transactions charged to the card.
- I will surrender the card to the city clerk in the event of my separation from the City of Beloit.
- I understand that any charges against the credit card that are not properly identified without an itemized receipt shall be paid by me by check or salary deduction.
- I will immediately report any stolen or lost card the city office at 738-3551.
- I will immediately report any stolen or lost card to the credit card company:

Card Services

VISA

1-800-821-5184 OR 1-816-843-2458

I understand that any misuse of the card could result in disciplinary action and/or personal liability for unapproved charges.

All city credit cards are subject to examination by external auditors.

**I HAVE READ AND I UNDERSTAND THE ABOVE CONDITIONS.**

Name \_\_\_\_\_

Department \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



## REQUEST FOR COUNCIL ACTION

<b>DATE:</b>	<b>TITLE:</b>		
September 2, 2014	SPECIAL EVENT LICENSE REQUEST		
<b>ORIGINATING DEPARTMENT:</b>	<b>TYPE OF ACTION:</b>	<input type="checkbox"/> <b>ORDINANCE</b>	<input type="checkbox"/> <b>RESOLUTION</b>
Administration		<input checked="" type="checkbox"/> <b>FORMAL ACTION</b>	<input type="checkbox"/> <b>OTHER</b>

### RECOMMENDATION:

I recommend that the City Council approve this request for a special event license.

### FISCAL NOTE:

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

### DISCUSSION:

Rick Koster is requesting to shoot off fireworks at every home game for the Beloit Trojans at the football field.

Respectfully submitted,

Glenn Rodden  
City Administrator





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

# SPECIAL EVENT LICENSE REQUEST FORM

Date: 8-19, 2014

Please Print Clearly

### SPECIAL EVENT LICENSE REQUEST FORM

Full Name: Ricky Raye Koster E-mail: rrkoster@ncken  
Street Address: 318 N Washington Phone No.: 785-738-8580  
Location of event: Beloit Trojans Football Field  
Purpose of event: Celebrate the Trojans Football  
Date/Time of Event: Every home game

**\*A \$25.00 special event license fee will be assessed. This fee is due upon receipt of the application.**

Fee Received by: Shella Anderson

**\*I have received a copy of Ordinances No. 2022, 2027, and 2035 and understand and agree to abide by all conditions stated in the Ordinances.**

Date: \_\_\_/\_\_\_/\_\_\_ Signature: \_\_\_\_\_

City of Beloit  
785-738-3551

Customer Receipt  
Special Events License - Rick Koster

**Charges**  
Licenses 10-3216 \$25.00  
Subtotal \$25.00  
Tax \$0.00  
Total Due \$25.00

**Payments**  
Cash \$25.00  
Total Paid \$25.00  
Change \$0.00

Batch#: 4162  
Transaction#: 34567  
8/19/2014 4:30:42 PM



## REQUEST FOR COUNCIL ACTION

<b>DATE:</b>	<b>TITLE:</b>		
September 2, 2014	Water Plant Engineering Agreement		
<b>ORIGINATING DEPARTMENT:</b>	<b>TYPE OF ACTION:</b>	<input type="checkbox"/> <b>ORDINANCE</b>	<input type="checkbox"/> <b>RESOLUTION</b>
Administration		<input checked="" type="checkbox"/> <b>FORMAL ACTION</b>	<input type="checkbox"/> <b>OTHER</b>

### RECOMMENDATION:

I recommend that the city council approve the attached engineering agreement with Trekk Design LLC services for the ground water study.

### FISCAL NOTE:

- The cost for this service will be \$62,500.00. Funding for this project will come from the city's 2015 water plant professional services fund (51-41-3000). The fund has a current balance of \$90,000.00.

### DISCUSSION:

The proposed agreement would provide the City of Beloit with engineering services for the ground water study.

Respectfully submitted,

Glenn Rodden  
City Administrator



## **Task 2 – Taste and Odor Removal Technology Analysis**

- a. Based on Round 1 and 2 sampling results, perform a treatability study for the following or combinations of technologies:
  - Activated Carbon
  - Ozone – Ozone/Hydrogen Peroxide
  - Biological Filtration
  - UV/Hydrogen Peroxide
  - Membranes
  - Dissolved Air Flotation
- b. Perform Bench scale testing to determine optimal doses, points of application, and potential for byproduct formation based on two raw water sources, Glen Elder Lake outfall and the current City Intake.
- c. Develop treatment schemes for two scenarios under Tasks 3 and 4 below:

## **Task 3 – Existing Treatment Plant Optimization**

- a. Analyze the ability of the existing plant's to meet additional capacity at maximum day demand and possible capacity process improvements.
- b. Analyze the recommended process improvements and viable technologies to remove taste and odors at the existing facility.

## **Task 4 – New Water Treatment Plant Analysis**

- a. Based on the findings from water quality and bench scale testing, prepare the optimal technology and layout for a new water treatment plant.

## **Task 5 - Report Preparation**

- a. Compile water quality data and results from bench scale testing.
- b. Perform cost estimates for construction costs and long term operational and replacement costs for all options and prepare a comparison in a total present worth analysis.
- c. Present total costs, conceptual layouts, advantages and disadvantages of each, and the final recommendation.

## **b. ADDITIONAL SERVICES**

- a. All additional work requested by the Owner will be billed on an hourly basis according to the rate schedule attached or a negotiated lump sum fee. Extra work will include, but not be limited to:
  - 1) Changes in Scope of Services.
  - 2) Additional Water Sampling
  - 3) Conceptual Water Plant Design

## **II. CONTRACT FEE AND BILLING**

The Owner shall compensate TREKK Design Group for Scope of Services described above and in accordance with Terms and Conditions of this Agreement as follows:

1. For **(A) WATER TREATMENT/TASTE AND ODOR STUDY** compensation shall be based on a lump sum basis of **\$62,000**
2. For **(B) ADDITIONAL SERVICES** compensation shall be computed on an hourly basis according to our hourly rate schedule.

August 28, 2014

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

Attn: Glenn Rodden

**RE: Water Treatment / Taste and Odor Study**

Please find below our contract proposal for the above mentioned project. Hereinafter, TREKK Design Group, LLC will be defined as the Consultant and City of Beloit will be defined as the Owner.

**SCOPE OF SERVICES**

**I. Services to be provided by TREKK Design Group, LLC**  
**a. Water Treatment/Taste and Odor Study**

The anticipated scope of the work includes raw surface water testing and analysis; evaluation of the existing plant processes, evaluation of additional treatment processes; evaluation of existing process modifications, evaluation of a new treatment facility, estimated costs (capital, operation and maintenance, and replacement) of proposed options, and the present worth value of the proposed options. Treatment options to be evaluated will include, but not be limited to, advanced oxidation processes, adsorption, and filtration technologies. The evaluation will also include the potential of changing raw water sources to alleviate contaminants and reduce overall treatment costs. Individual tasks include:

**Task 1 –Water Characterization and Sampling.**

- a. Develop Sampling and Analysis Protocol based on USGS and EPA recommended procedures.
- b. Round 1 - Water Characterization and Sampling – Fall 2014.
  - Collect and analyze samples in 3 surface water locations. Assume 4 rounds of sampling for total and dissolved MIB and Geosmin counts. One sample will be analyzed for Algal Toxins.
  - Collect a sample in the distribution system during the testing period for Taste and Odor levels.
- c. Round 2 – Water Characterization and Sampling – Spring 2015.
  - Collect and analyze samples in 3 surface water locations. Assume 4 rounds of sampling for total and dissolved MIB and Geosmin counts. One sample will be analyzed for Algal Toxins.
  - Collect a sample in the distribution system during the testing period for Taste and Odor levels.
- d. Consultant will collect plant operational data for TOC removal and other treatment processes during the testing period.
- e. City to collect raw and treated water samples and analyze for Total Organic Carbon, Dissolved Organic Carbon, Bromate, Dissolved Oxygen, and TSS at the direction of consultant.

# TREKK Design Group, LLC

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All work shall be performed according to our Standard Terms and Conditions of Contract, incorporated into this contract by reference herein and attached as Exhibit A.

If this Contract Proposal is acceptable and outlines our complete agreement, please signify your acceptance by signing in the space provided and return on copy to our office. Facsimile followed by hard copy is acceptable. This Document will then constitute our complete Agreement.

**TREKK DESIGN GROUP, LLC**

**CITY OF BELOIT, KS**

\_\_\_\_\_  
Kimberly Robinett

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

**EXHIBIT "A"**  
**TREKK Design Group, LLC**  
**STANDARD TERMS AND CONDITIONS OF CONTRACT**

**1. RIGHT of ENTRY** The Client will provide for right of entry for Consultant in order to complete the work. While Consultant will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur the correction of which is not part of this Agreement.

**2. CONSTRUCTION SITE OBSERVATION** At construction sites, the presence of Consultant field representatives will be for the purpose of providing observation of only the work with which Consultant has agreed to be involved. Opinion of Consultant as to the contractor's adherence to plans and specifications will be reported. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The Contractor should also be informed that neither the presence of our field representative nor the observation by our firm shall excuse him in any way for defects discovered in his work, it is understood that our firm will not be responsible for job or site safety on this project. Job and site safety will be the sole responsibility of the contractor.

**3. INVOICES** Consultant will submit invoices to the Client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from each invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past due accounts.

**4. OWNERSHIP of DOCUMENTS** All reports, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Consultant as instruments of service shall remain the property of Consultant. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for will be returned upon demand and will not be used by the Client for any purpose whatsoever.

**5. STANDARD of CARE** Service performed by Consultant under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

**6. LIMITATION of LIABILITY** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed the Consultant's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged arising, unless otherwise prohibited by law.

**7. INSURANCE and INDEMNIFICATION** Consultant and the consultants employed by it are protected by worker's compensation insurance and that Consultant has such coverage under public liability and property damage insurance policies which Consultant deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Consultant agrees to indemnify and hold Client harmless from and against damage, liabilities or costs to the extent caused by the negligent acts by Consultant, and consultants employed by it. Consultant shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance.

**8. ASSIGNMENT** Neither the Client nor Consultant shall sublet, transfer or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

**9. TERMINATION** This Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other part to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed to the termination notice date plus reasonable termination expenses.

**10. PRECEDENCE** These Provisions and Agreement supersede all prior agreements and understandings and may be changed only by written amendment executed by both parties.

**11. REIMBURSABLE EXPENSES** Reimbursable Expenses are in addition to the Design Fee and shall be billed to the Client at 1.1 times our direct cost. Reimbursable expenses shall include but not be limited to all shipping and mailing cost, courier services, travel, long distance telephone and facsimiles, supplies, printing and photographic reproductions.

**12. ATTORNEY'S FEES and EXPENSES** The Client agrees to reimburse the Consultant for all attorney's or collection agency fees, expenses, and court cost incurred to collect any amount due under this Contract.

**13. ADDITIONAL SERVICES** Any work required in addition to that detailed in this Contract will be billed on an hourly basis according to our then current rates or a negotiated lump sum fee. Extra work will include, but not limited to: Changes in the Scope of Services; Changes made in response to program changes; Changes due to revision of site/base information provided by others; Changes due to error of contractor during construction; and Design modifications requested by the client subsequent to prior approval.

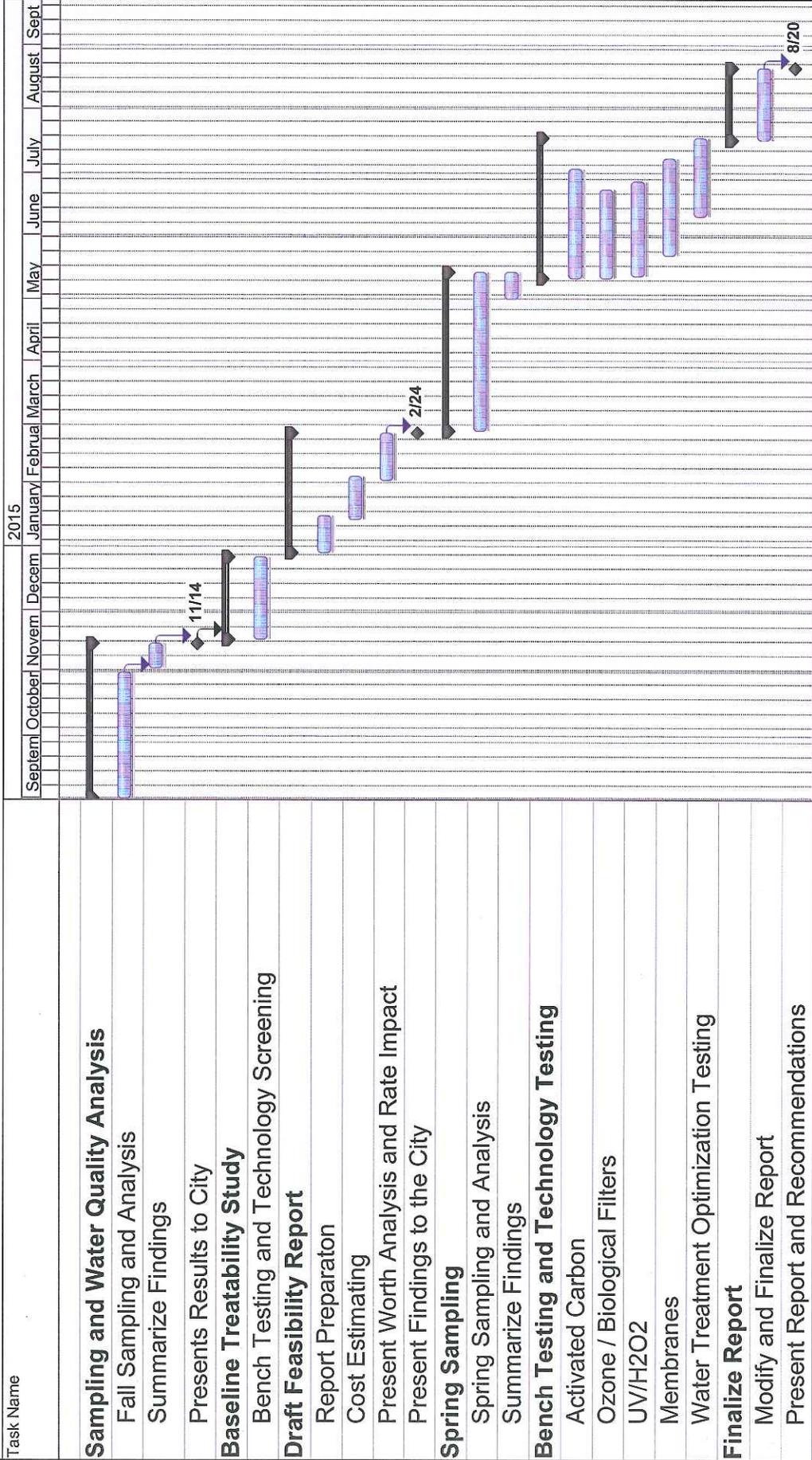
**14. HOURLY RATES** Our hourly rates are as follows:

Project Manager	\$110.00 - \$200.00 / Hour	Construction Observer	\$65.00 - \$110.00 / Hour
Project Engineer	\$90.00 - \$110.00 / Hour	PLS	\$85.00 - \$110.00 / Hour
Staff Engineer	\$70.00 - \$90.00 / Hour	Survey Crew	\$135.00 / Hour
Design Technician	\$50.00 - \$95.00 / Hour	CCTV Truck & Crew	\$325.00 / Hour
Technician	\$40.00 - \$80.00 / Hour	Cleaning Truck & Crew	\$225.00 / Hour
Admin	\$40.00 - \$97.00 / Hour	Mileage	\$0.56 / Mile
		Other	1.1 Times Cost

**15. SCHEDULE** The Consultant shall perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project, but not subject to any firm schedule or completion date unless expressly outlined in the contract documents. The Client acknowledges that Client-directed changes, unforeseen conditions, and other delays may affect the completion of the Design services. Client waives any and all claims for consequential, incidental, and business interruption damages directly or indirectly related to the timeliness of the commencement, undertaking, and completion of Design services. In no event shall the Consultant have control over or responsibility for any contractor's or vendor's performance schedule.

# CITY OF BELOIT

## Water Treatment Taste and Odor Study Schedule



Task Name

Project: schedule below  
Date: Thu 8/21/14

Task  
Split  
Progress

Milestone  
Summary  
Project Summary

External Tasks  
External MileTask  
Split

Thu 8/21/14 schedule below



## REQUEST FOR COUNCIL ACTION

<b>DATE:</b>	<b>TITLE:</b>
September 2, 2014	KDOT GEOMETRIC IMPROVEMENT GRANT
<b>ORIGINATING DEPARTMENT:</b>	<b>TYPE OF ACTION:</b>
Administration	<input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

### RECOMMENDATION:

I recommend that the city council approve the attached contract for Geometric Improvement Grant from the Kansas Department of Transportation.

### FISCAL NOTE:

- The direct cost associated with this item is the city's share of this project would be approximately \$177,960.00. This project would be funded through the city's 2015 capital improvement projects budget. KDOT will contribute up to \$750,000.00 to this project.

### DISCUSSION:

This Geometric Improvement Project grant covers the reconstruction on K-14, beginning 2260 feet North of 8th Street, then North 1090 feet in Beloit, Kansas. This project will continue our efforts to control the flooding problems that continue on this road.

Respectfully submitted,

Glenn Rodden  
City Administrator



PROJECT NO. 14-62 KA-3045-01  
GEOMETRIC IMPROVEMENT  
CITY OF BELOIT, KANSAS

## AGREEMENT

This Agreement is between **MICHAEL S. KING, Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the "Secretary") and the **City of Beloit, Kansas** ("City"), collectively, the "Parties."

### RECITALS:

- A. The Secretary has authorized a geometric improvement project, as further described in this Agreement.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City.
- C. The City desires to construct the Project.
- D. Cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided however, in order to be eligible for such state aid, such work is required to be done in accordance with the laws of Kansas.

**NOW THEREFORE**, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

### ARTICLE I

**DEFINITIONS:** The following terms as used in this Agreement have the designated meanings:

- 1. "**Agreement**" means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. "**City**" means the City of Beloit, Kansas, with its place of business at 119 N. Hersey Street, Beloit, KS 67420.
- 3. "**Construction**" means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
- 4. "**Construction Contingency Items**" mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.

5. **“Construction Engineering”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
6. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.
7. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
8. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
11. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 65-3430 *et seq.*, Hazardous Waste.
12. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
13. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
14. **“Non-Participating Costs”** means the costs of any items or services which the Secretary reasonably determines are not Participating Costs.
15. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.

16. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the City.
17. **“Preliminary Engineering”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
18. **“Project”** means all phases and aspects of the Construction endeavor to be undertaken by the City, as and when authorized by the Secretary prior to Letting, being: **Reconstruction on K-14, beginning 2260 feet North of 8th Street, then North 1090 feet in Beloit, Kansas**, and is the subject of this Agreement.
19. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
20. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
21. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
22. **“Secretary”** means Michael S. King, in his official capacity as Secretary of Transportation of the state of Kansas, and his successors.
23. **“Utilities”** or **“Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

## ARTICLE II

### SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the City acquire Right of Way in accordance with the laws and with procedures established by KDOT’s Bureau of Right of Way and the Office of Chief Counsel.
2. **Letting and Administration by KDOT.** The Secretary shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the City. The Secretary further agrees, as agent for the City, to administer the Construction of the Project in accordance with the final Design Plans and administer the payments due the Contractor or the Consultant, including the portion of the cost borne by the City.

3. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

4. **Payment of Costs.** The Secretary agrees to be responsible for ninety-five percent (95%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, but not to exceed \$750,000.00 for the Project. The Secretary shall not be responsible for the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed \$789,474.00 for the Project. The Secretary shall not be responsible for the total actual costs of Preliminary Engineering, Right of Way or Utility adjustments for the Project.

5. **Final Billing.** After receipt of the final voucher claim, the Secretary's Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all Project costs for which the City is responsible and shall then transmit the complete and final billing to the City.

### ARTICLE III

#### CITY RESPONSIBILITIES:

1. **Secretary Authorization.** The Project shall be undertaken, prosecuted and completed for and on behalf of the City by the Secretary acting in all things as its agent, and the City hereby constitutes and appoints the Secretary as its agent, and all things hereinafter done by the Secretary in connection with the Project are hereby by the City authorized, adopted, ratified and confirmed to the same extent and with the same effect as though done directly by the City acting in its own individual corporate capacity instead of by its agent. The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of state aid for this Project.

2. **Legal Authority.** The City agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

3. **Conformity with State and Federal Requirements.** The City shall be responsible to design the Project or contract to have the Project designed in conformity with the state design criteria appropriate for the Project in accordance with the current AASHTO A Policy on Geometric Design of Highways & Streets, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Transportation Safety and Technology's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions.

4. **Design and Specifications.** The City shall be responsible to make or contract to have made Design Plans for the Project.

5. **Submission of Design Plans to Secretary.** Upon their completion, the City shall have the Design Plans submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Design Plans with the items in Article III, paragraph 3 above. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies.

6. **Consultant Contract Language.** The City shall include language requiring conformity with Article III, paragraph 3 above, in all contracts between the City and any Consultant with whom the City has contracted to perform services for the Project. In addition, any contract between the City and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article III, paragraph 3 above. In addition, any contract between the City and any Consultant with whom the City has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

(a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.

(b) **Progress Reports.** Language requiring the Consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

(c) **Third Party Beneficiary.** Language making the Secretary a third party beneficiary in the agreement between the City and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the City and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

7. **Responsibility for Adequacy of Design.** The City shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the City's and its Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the City, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the City.

8. **Authorization of Signatory.** The City shall authorize a duly appointed representative to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

9. **Right of Way.** The City agrees to the following with regard to Right of Way:

(a) **Right of Way Acquisition.** The City will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The City agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The City shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The City further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements and temporary easements.

(b) **Right of Way Documentation.** The City will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The City further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel such that the City may obtain participation of state funds in the cost of the Project. The City agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

(c) **Relocation Assistance.** The City will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the Secretary will provide relocation assistance for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1 *et seq.*

(d) Non-Highway Use of Right of Way. Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. Any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.

(e) Trails and Sidewalks on KDOT Right of Way. With regard to any bike or pedestrian paths or sidewalks ("Trail/Sidewalk") constructed pursuant to the Design Plans, the City agrees as follows:

- (i) City Responsible for Repairs and Providing Alternative Accessible Routes. The City agrees that the primary purpose of KDOT Right of Way is for the construction and maintenance of K-14. In the event that the construction or maintenance of K-14 reasonably requires the Trail/Sidewalk on KDOT Right of Way to be damaged or removed, the City shall be responsible for all repairs to the Trail/Sidewalk made necessary as a result of K-14 construction or maintenance. In the event the Trail/Sidewalk on KDOT Right of Way is temporarily closed or removed for any reason and for any length of time, the City will be wholly responsible for providing an alternative accessible path and for compliance with all laws and regulations relating to accessibility.
- (ii) Interference with KDOT Right of Way. If the Secretary, in the Secretary's sole judgment, determines that continued use of the Trail/Sidewalk is or will interfere with KDOT use of its Right of Way or is otherwise rendered impractical, inconvenient, or unsafe for use by the traveling public, the City will remove the Trail/Sidewalk and restore the KDOT Right of Way location to its original condition prior to the Construction of the Trail/Sidewalk.
- (iii) Incorporation of Trail/Sidewalk into Local Transportation System. The City agrees to take all steps necessary to designate the Trail/Sidewalk component of the Project as an integral part of its local transportation system, being primarily for transportation purposes and having only incidental recreational use for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135.
- (iv) Maintenance. When the Project is completed and final acceptance is issued, the City, at its own cost and expense, will maintain, including snow removal if required by law, the Trail/Sidewalk on KDOT Right of Way and make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within a reasonable period and will prosecute the work continuously until it is satisfactorily completed. Any notification by the State Transportation Engineer, however, is not intended to and shall not be construed to be an undertaking of the City's absolute duty and obligation to maintain the Trail/Sidewalk.

(f) Use of City Right of Way. The Secretary shall have the right to utilize any land owned or controlled by the City, lying inside or outside the limits of the City as shown on the final Design Plans, for the purpose of constructing the Project.

10. Removal of Encroachments. The City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the City and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

11. Future Encroachments. Except as provided by state and federal laws, the City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

12. Utilities. The City agrees to the following with regard to Utilities:

(a) Utility Relocation. The City will move or adjust, or cause to be moved or adjusted all Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(b) Status of Utilities. The City shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) Time of Relocation. The City will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The City shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the City as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The City shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the City's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The City will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) Permitting of Private Utilities. The City shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the

instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) Indemnification. To the extent permitted by law, the City will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state law, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the City except as provided by state laws. Except where the Utility adjustments are Participating Costs for the Project, the expense of the removal or adjustment of only privately owned Utilities located on private Right of Way shall be borne by the City and the Secretary in the same proportion as other approved Construction costs as stipulated elsewhere in this Agreement.

13. Hazardous Waste. The City agrees to the following with regard to Hazardous Waste:

(a) Removal of Hazardous Waste. The City shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The City shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The City will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The City shall be responsible for all damages, fines or penalties, expenses, fees, claims and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The City shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the City in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement the City has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The City reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

14. **Inspections.** The City is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the current KDOT approved Construction Engineering program and in accordance with the current edition of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions. The detailed inspection is to be performed by the City or the Consultant. The Secretary does not undertake for the benefit of the City, the Contractor, the Consultant or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans. The City will require at a minimum all City personnel and all Consultant personnel performing Construction Engineering comply with the high visibility apparel requirements of the KDOT Safety Manual, Chapter 4, Section 8 Fluorescent Vests. The agreement for inspection services between the Secretary and the City and/or the Consultant must contain this requirement as a minimum. The City may require additional clothing requirements for adequate visibility of personnel.

15. **Traffic Control.** The City agrees to the following with regard to traffic control for the Project:

(a) **Temporary Traffic Control.** The City shall provide a temporary traffic control plan within the Design Plans, which includes the City's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same. The Secretary or the Secretary's authorized representative may act as the City's agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary or the Secretary's authorized representative shall notify the City of the determinations made pursuant to this section.

(b) **Permanent Traffic Control.** The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, must conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference and shall be subject to the approval of the Secretary.

(c) **Parking Control.** The City shall prohibit parking of vehicles on the city connecting link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways as the Secretary may deem necessary to permit free flowing traffic throughout the length of the Project covered by this Agreement.

(d) **Traffic Movements.** The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and

expeditiously served. The City shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary.

16. **Access Control.** The City will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

17. **Financial Obligation.** The City will be responsible for five percent (5%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, up to \$789,474.00 for the Project. In addition, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed \$789,474.00 for the Project. Further, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Preliminary Engineering, Right of Way, and Utility adjustments for the Project. The City shall also pay for any Non-Participating Costs incurred for the Project along with the associated Non-Participating Construction Engineering costs.

18. **Remittance of Estimated Share.** The City shall deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities. The City will remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of City Funds received by the City from the Secretary. The date indicated for the City to deposit its estimated share of the total Project expenses is fifty (50) days after the Letting date.

19. **Payment of Final Billing.** If any payment is due to the Secretary, such payment shall be made within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

20. **Audit.** The City will participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the City for items considered Non-Participating Costs, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

21. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

22. **Cancellation by City.** If the City cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

## ARTICLE IV

### SPECIAL CONDITIONS:

1. **Maintenance of Structures.** Following the Secretary's acceptance of the Project: the City will own and maintain the Reinforced Concrete Box (RCB) structure to be constructed at Sta. 128+77.00 on KDOT Right of Way, to include replacement, as necessary; and the Secretary will own and maintain the Rigid Frame Box (RFB) structure to be constructed at Sta. 126+56.00, as shown in the final Design Plans for the Project. The Parties will execute a new city connecting link maintenance agreement to more specifically outline the Parties' obligations regarding the RCB and RFB structures constructed under this Project.

## ARTICLE V

### GENERAL PROVISIONS:

1. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

2. **City Connecting Link.** The Parties have in the past entered into an agreement covering routine maintenance of the city connecting link and it is the Parties' intention that the agreement for routine maintenance shall remain in full force and effect and the mileage set out in the city connecting link maintenance agreement is not be affected by this Agreement. If necessary, the Parties will execute a new city connecting link maintenance agreement to include the Project.

3. **Civil Rights Act.** The "Special Attachment No. 1," pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

4. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

5. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

6. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

7. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

THE CITY OF BELOIT, KANSAS

\_\_\_\_\_  
CITY CLERK (Date)

\_\_\_\_\_  
MAYOR

(SEAL)

Michael S. King, Secretary of Transportation  
Kansas Department of Transportation

By: \_\_\_\_\_  
Jerome T. Younger, P.E. (Date)  
Deputy Secretary and  
State Transportation Engineer

## KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,  
REHABILITATION ACT OF 1973, and any amendments thereto,  
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,  
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,  
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY  
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,  
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

### NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

### CLARIFICATION

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

### Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
  - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
  - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
  - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
  - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
  - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

**CONTRACTUAL PROVISIONS ATTACHMENT**

**Important:** This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

## REQUEST FOR COUNCIL ACTION

**DATE:**

September 2, 2014

**TITLE:**

PLANNING COMMISSION

**ORIGINATING DEPARTMENT:**

Administration

**TYPE OF ACTION:**

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

**RECOMMENDATION:**

I recommend that the Council approve the Mayor appointment of Cheryl Renter to be on the Planning Commission.

**FISCAL NOTE:**

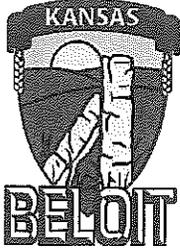
- There is no cost associated with this item.

**DISCUSSION:**

Respectfully submitted,

Glenn Rodden  
City Administrator





# CITIZEN BOARD AND COMMISSION EXPRESSION OF INTEREST FORM

Please indicate with an X as many as meet your interests:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> City Planning Commission/ Board of Zoning Appeals | <input type="checkbox"/> Building Advisory Board         |
| <input type="checkbox"/> Library Board  | <input type="checkbox"/> Housing Authority               |
| <input type="checkbox"/> Recreation Advisory Board                                    | <input type="checkbox"/> Airport Advisory Board          |
| <input type="checkbox"/> Tree Board   | <input type="checkbox"/> North Campus Steering Committee |

**Special Instructions:**

- 1) Please print in black ink or type, if possible. Please do not write on the back of this form; use another sheet of paper if necessary.
- 2) Please return to: City of Beloit, 119 N. Hersey, Beloit, Ks. 67420

Title:  Mr.  Mrs.  Miss  Ms.  Dr.

Name Cheryl E. Reuter

Address 3380 H. Rd Beloit Ks 67420

Number of years you have lived in Beloit 15

Telephone (Home) 738-3372 (Cell) 534-2388 (Business) NA (Fax) NA

Occupation Retired Employer \_\_\_\_\_

Business Address \_\_\_\_\_

Education (Highest school year, degrees, etc.) College (2)

Prior Appointed or Elected Offices held (if any) City Council Planning Comm

Please describe any present or past volunteer activities: Health Dep. Adv Bd;

Why would you like to serve? (Please discuss specific interest, experience and qualifications which would make you an effective board member.) Specific interest in development of our community

SIGNATURE Cheryl E. Reuter DATE: 05/30/13



## ITEMS FOR COUNCIL DISCUSSION

**DATE:**

September 2, 2014

**TITLE:**

WORK SESSION DISCUSSION

**DISCUSSION:**

Items for discussion at your September 2, 2014 Work Session will include the following:

- A. Electric Territory Exchange. Electric Director Ronnie Sporleder will address a potential territory exchange with Rolling Hills Electric Cooperative. The attached map shows the territory involved in this exchange.

Respectfully submitted,

Glenn Rodden  
City Administrator



502 East 12<sup>th</sup> Street  
Beloit, Kansas 67420



Tel No (785) 738-3781  
Fax No (785) 738-2290

**TO:** City Administrator

**FROM:** Ronald Sporleder  
Director of System Operations

**RE:** Ground East of Sunflower Manufacturing

**DATE:** August 28, 2014

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Glenn,

I want to trade Rolling Hills Electric for ground East of Sunflower Manufacturing (green square) around 48.5 acers, for Dennis Lutgen's ground (pink square) around 20 acers. This will help make our utility boundary square, Rolling Hills wants to place a building and feed it. We have previously talked to Doug Jackson with Rolling Hills so he knows this is coming.

Ronald Sporleder  
Director of Systems Operation





