



119 North Hersey Avenue
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CITY COUNCIL AGENDA

Tuesday, March 18, 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. 3/4/2014 City Council Meeting Minutes
- B. Appropriations 3B

6. ORDINANCES

- A. None

7. RESOLUTIONS

- A. Resolution 2014-3 Unfit Structure

8. FORMAL ACTIONS

- A. Ellenz Addition Final Plat
- B. North Campus Land Option

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. Public Works Job Description
- B. Impound Fees
- C. Cable Franchise Agreement

3. ADJOURNMENT

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

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

BELOIT CITY COUNCIL MEETING MINUTES
March 4, 2014

The Beloit City Council met in regular session on March 4, 2014 in the Council Chamber. Mayor Tom Naasz called the meeting to order at 7:00 p.m. City Council members in attendance were, Lloyd Littrell, Pat Struble, Kent Miller, Bob Richard, Matt Otte, Robert Petterson, and Rick Brown. Also present were City Administrator Glenn Rodden, City Attorney Katie Cheney, and City Clerk Amanda Lomax. Councilors Frank Delka was absent from the meeting.

Department heads in attendance were Adam Mosher, Lynn Miller, Ron Sporleder, Chris Jones, and Mike Haeffele.

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

Councilor Littrell stated he has received some complaints about the Municipal Building not having baby changing stations in the bathroom. Councilor Littrell asked why all the city vehicles are not marked and would like to have a vehicle and equipment list with years, makes, models, and current mileage. Director of Parks and Recreation Lynn Miller said the baby changing stations have been installed in all the restrooms in the Municipal Building. Councilor Otte asked who was going to complete the water reports and would like the city council meeting to continue to be uploaded to YouTube. Councilor Miller wanted to congratulate the high school wrestlers in Hays. Councilor Richard wanted to congratulate of our schools. St John's received recognition for having Pre-K to 12th grade in the smallest town in the United States. Councilor Petterson congratulated the high school wrestlers.

City Administrator Glenn Rodden reported on the following: 1. North Campus under construction. A.) Parks and Recreation demolished the old house. B.) The sewer lift station is 80% completed. 2. The Comprehensive Planning Commission had a good meeting February 20th and will meet again March 11th and 19th. 3. The Power Pool has called on our plant to run and they have been running gas and diesel.

The Consent Agenda consisted of February 18, 2014 Council Meeting Minutes, and appropriations 3A. A motion was made by Councilor Littrell and seconded by Councilor Miller to approve the Consent Agenda in its entirety. Roll call vote yeas: Struble, Petterson, Brown, Littrell, Miller, Otte, and Richard. Nays: None.

Ordinance 2143 Loading Zone for North side of the East 100 Block of 2nd Street was presented to Council for approval. A motion was made by Councilor Miller and seconded by Councilor Brown to approve Ordinance 2143 Loading Zone for North side of the East 100 Block of 2nd Street. Roll call vote yeas: Littrell, Richard, Struble, Petterson, Brown, Miller, and Otte. Nays: None.

Staff is recommending that Council approve a Backhoe Bid from Murphy Tractor in the amount of \$88,500.00. A motion was made by Councilor Brown and seconded by Councilor Petterson to accept the lowest bid from Victor L. Phillips in the amount of \$85,731.94. Yeas: Brown and Petterson. Nays: Littrell, Richard, Struble, Otte, and Miller. Motion failed 2-5. A motion was made by Councilor Struble and seconded by Councilor Otte to accept the Backhoe Bid from Murphy Tractor in the amount of \$88,500.00. Yeas: Littrell, Richard, Struble, Otte, and Miller. Nays: Brown and Petterson. Motion carried 5-2.

Staff is recommending that Council approve a job description for a public works director. A motion was made by Councilor Otte and seconded by Councilor Petterson to move the job description for a public works director to next meetings work session. Motion passed 7-0.

A motion was made by Councilor Brown and seconded by Councilor Struble to Adjourn the Council Meeting. Motion passed 7-0. The meeting ended at 7:26 p.m.

The work session began at 7:26 p.m. City Council members in attendance were, Lloyd Littrell, Pat Struble, Kent Miller, Bob Richard, Matt Otte, Robert Petterson, and Rick Brown. Also present were City Administrator Glenn Rodden, City Attorney Katie Cheney, and City Clerk Amanda Lomax. Councilors Frank Delka was absent from the meeting.

Department heads in attendance were Chris Jones, Ronnie Sporleder, and Dave Elam.

Code Enforcement Officer Chris Jones went over chapter 17 reviewing the code codification. Director of Electric Operations went over proposals for new hook-up fees for out of city limit hook-ups, increasing electric impact fee based on total amperage of the service, and increasing the franchise fee to 8% of the total electric bill by increasing 1% every year until it reaches 8%. The franchise fee is currently 5%.

Work Session adjourned 8:07 p.m.

TOM NAASZ, Mayor

ATTEST:

AMANDA LOMAX, City Clerk

Accounts Payable Detail Listing

City of Beloit

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	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>	
1721 A-B BUILDERS									
57393	3/20/2014	3/20/2014	261.00	590699		18955			Posted
	25-00-3000			FREIGHT FOR SAND			261.00		0.00
6 ABRAM READY-MIX, INC									
57212	3/20/2014	3/20/2014	887.84			15788			Posted
	25-00-6150			15455 6/27% EYECARE CENTER			721.37		0.00
	30-00-6150			15481 STORM BOX FOR NC			166.47		0.00
							887.84		0.00
8 ACE HARDWARE									
57213	3/20/2014	3/20/2014	264.11			16104			Posted
	51-41-7450			451223 RAKE			24.99		0.00
	51-41-7450			450930 BLADE SAWZAL			17.99		0.00
	51-41-7450			450870 WIRE BRUSHES/DRILL			92.74		0.00
	51-41-7450			450552 BATTERY/HOSE BARB			18.44		0.00
	51-41-7450			450584 SNOW SHOVEL/ARCTIC BLAST			58.98		0.00
	51-41-7450			450582 SNOW SHOVEL 18"			50.97		0.00
	51-41-7450			451339 RETURN RECEPTACLE			0.00		7.99
	51-41-7450			451337 RECEPTACLE			7.99		0.00
							272.10		7.99
57214	3/20/2014	3/20/2014	32.46			15787			Posted
	10-15-7450			451199 UNION PVC			6.99		0.00
	10-15-7450			451278 GRAY PAINT			3.99		0.00
	10-15-7450			451440 BLADE SAWZAL			14.99		0.00
	10-15-7450			451574 BLADE FORACE			6.49		0.00
							32.46		0.00
57215	3/20/2014	3/20/2014	3.99			17203			Posted
	52-43-6000			450811 PIPE CAP			3.99		0.00
57216	3/20/2014	3/20/2014	2.00			18789			Posted
	10-13-6000			451451 KEY			2.00		0.00
57217	3/20/2014	3/20/2014	45.54			15238			Posted
	52-41-6000			451273 CONTRACTOR BAGS AND SUPP			45.54		0.00
57218	3/20/2014	3/20/2014	21.83			16101			Posted
	52-43-6000			451518 PAINT AND SANDPAPER			21.83		0.00
57219	3/20/2014	3/20/2014	13.34			17701			Posted
	10-18-6000			450918 HARDWARE, BOLTS, NUTS			1.40		0.00
	10-18-6000			451536 HOOK/QUICK LINK			4.96		0.00
	10-18-6000			450929 CAULK/GLUE			6.98		0.00
							13.34		0.00
57220	3/20/2014	3/20/2014	39.97			15914			Posted
	53-43-6000			451429 PELONIS CERAMIC HEATER			29.99		0.00
	53-43-6000			451230 SPRAY PAINT			9.98		0.00
							39.97		0.00
57221	3/20/2014	3/20/2014	6.99	450799		17189			Posted
	51-43-6000			CORNER BRACE			6.99		0.00
57222	3/20/2014	3/20/2014	37.41	450718		15900			Posted
	53-43-6000			COMP UNION			37.41		0.00
57223	3/20/2014	3/20/2014	16.74	450791		15902			Posted
	53-43-6000			GRINDING WHEEL			16.74		0.00
57224	3/20/2014	3/20/2014	60.02			17362			Posted
	53-41-6000			450616 HARDWARE/DRIVE GUIDE			19.54		0.00
	53-41-6000			450636 HARDWARE			40.48		0.00
							60.02		0.00
57225	3/20/2014	3/20/2014	179.99	450818		15903			Posted
	53-43-7450			ANGLE GRINDER			179.99		0.00
57226	3/20/2014	3/20/2014	28.40			16745			Posted
	10-18-4300			450495 SAND PAPER			4.49		0.00
	10-18-4300			450360 SANDSPNGE			7.99		0.00
	10-18-6000			450513 SPRAY PAINT			6.98		0.00
	10-18-6000			450800 SPRAYLACQR			6.99		0.00
	10-18-6000			450699 CLIP HITCH PIN			1.95		0.00
							28.40		0.00
57227	3/20/2014	3/20/2014	170.60	451256		16093			Posted
	51-43-6000			LAWN SEED			170.60		0.00

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8 ACE HARDWARE (continued)										
57228			3/20/2014	3/20/2014	5.99	450881		15911		Posted
			53-43-6000			MAGNIFIER			5.99	0.00
57229			3/20/2014	3/20/2014	97.95	450464		450464		Posted
			52-43-6000			WRENCH SET/HAMMER/PLIER			97.95	0.00
57380			3/20/2014	3/20/2014	51.47			16160		Posted
			10-11-4300			450606 HUMIDIFIER TREATMENT/SCRA			18.98	0.00
			10-11-4300			450904 TEMP TESTER FOR RANGE			26.99	0.00
			10-11-4300			451509 ANCHORS FOR DIAPER CHANG			5.50	0.00
									<u>51.47</u>	<u>0.00</u>
9 ACKERMAN SUPPLY										
57230			3/20/2014	3/20/2014	34.99	232501		16106		Posted
			51-41-2911			RUBBER BOOTS			34.99	0.00
57231			3/20/2014	3/20/2014	95.45	233094		17920		Posted
			53-41-6000			SPRAY BOTTLES/BRUSHES			95.45	0.00
57232			3/20/2014	3/20/2014	44.94	233006		15771		Posted
			10-15-6000			BATTERIES			44.94	0.00
57233			3/20/2014	3/20/2014	39.99	232684		17190		Posted
			53-43-4300			FAUCET			39.99	0.00
57234			3/20/2014	3/20/2014	370.00	232862		17878		Posted
			53-41-4360			SHELFS			370.00	0.00
11 ADVANCE INSURANCE COMPANY										
57354			3/20/2014	3/20/2014	619.66	3/1/2014		18009		Posted
			21-00-2100			MARCH 2014 LIFE INS PREMIUMS			619.66	0.00
21 ALCO-DUCKWALL STORES INC										
57235			3/20/2014	3/20/2014	30.94			18033		Posted
			10-11-6000			22109741 COFFEE			9.99	0.00
			10-11-6000			22109745 WATER			20.95	0.00
									<u>30.94</u>	<u>0.00</u>
57236			3/20/2014	3/20/2014	219.99	22109729		16107		Posted
			51-41-7460			LAB TV			219.99	0.00
27 ALSOP SAND CO., INC										
57237			3/20/2014	3/20/2014	158.71	2/21/2014		16155		Posted
			30-00-8200			OVER PAYMENT PD 2X			0.00	1,060.16
			30-00-8200			GRAVEL FOR MILL ST			177.45	0.00
			25-00-6160			AIC			345.80	0.00
			25-00-6160			AIC			325.00	0.00
			25-00-6160			AIC			187.44	0.00
			25-00-6160			AIC			183.18	0.00
									<u>1,218.87</u>	<u>1,060.16</u>
2448 AMERICAN CANCER SOCIETY										
57352			3/20/2014	3/20/2014	100.00	3/11/2014		18013		Posted
			10-11-6000			DONATION			100.00	0.00
2032 AT&T										
57415			3/20/2014	3/20/2014	164.18	78573820171921		18075		Posted
			10-19-5310			NORTH CAMPUS			164.18	0.00
57416			3/20/2014	3/20/2014	85.00	5827		18074		Posted
			10-13-5310			PD INTERNET SERVICE			85.00	0.00
73 BELOIT JR SR HIGH SCHOOL										
57238			3/20/2014	3/20/2014	60.00	2/28/2014		18038		Posted
			10-11-5400			YEARBOOK AD			60.00	0.00
80 BELOIT TYPEWRITER EXCHANGE										
57240			3/20/2014	3/20/2014	41.97	536154		08659		Posted
			26-00-6000			PRINTER CART			41.97	0.00
57241			3/20/2014	3/20/2014	7.99	536167		15907		Posted
			53-43-6000			KEY TAGS			7.99	0.00
57242			3/20/2014	3/20/2014	383.47	536205		16096		Posted
			51-41-6110			OFFICE CHAIRS			383.47	0.00
57243			3/20/2014	3/20/2014	16.99	536214		17699		Posted
			10-18-2400			CARD STOCK FOR CERTIFICATES			16.99	0.00
57244			3/20/2014	3/20/2014	38.99	636391		16105		Posted
			51-41-6110			PRINTER PAPER			38.99	0.00

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80 BELOIT TYPEWRITER EXCHANGE (continued)								
57245	3/20/2014	3/20/2014	119.88	536258		15931		Posted
	53-43-6000			BINDERS			39.96	0.00
	52-43-6000			BINDERS			39.96	0.00
	51-43-6000			BINDERS			39.96	0.00
							119.88	0.00
669 BLADE-EMPIRE PUBLISHING								
57376	3/20/2014	3/20/2014	708.95		2/28/2014	18040		Posted
	10-11-5400			Sports/Agenda/Trojan Card/Ordinances			427.83	0.00
	10-21-5400			Pool Manager/Lifeguard Ads X6			143.43	0.00
	52-43-5400			Wastewater System Op Ad X5			137.69	0.00
							708.95	0.00
88 BLUE CROSS & BLUE SHIELD INSURANCE								
57353	3/20/2014	3/20/2014	59,847.88	3/1/2014		18010		Posted
	21-00-2100			MARCH 2013 HEALTH INS PREMIUMS			59,847.88	0.00
91 BOETTCHER SUPPLY INC								
57247	3/20/2014	3/20/2014	25.59	841773-1		17214		Posted
	51-43-6000			CLAY TO PLASTIC FTG			25.59	0.00
57248	3/20/2014	3/20/2014	57.80			17208		Posted
	52-43-4360			841343-1 DEFINITE PURPOSE CONTRA			57.80	0.00
57249	3/20/2014	3/20/2014	64.24	841281-1		17896		Posted
	53-41-6000			COPPER WIRE			64.24	0.00
57250	3/20/2014	3/20/2014	11.34	840141-1		15785		Posted
	10-15-4330			PVC PIPE, COMPRESSION COUPLINGS			11.34	0.00
57251	3/20/2014	3/20/2014	57.55	841236-1		15925		Posted
	53-43-6000			COPPER WIRE			57.55	0.00
57252	3/20/2014	3/20/2014	39.87	840892-1		17889		Posted
	53-41-6000			CONDUIT AND PHONE			39.87	0.00
57253	3/20/2014	3/20/2014	410.00	8399158-1		839158-1		Posted
	51-43-7450			IMPACT/SAWZALL			410.00	0.00
57254	3/20/2014	3/20/2014	134.65			17353		Posted
	53-41-3000			837806-1 MULTIMETER/ CASE			171.69	0.00
	53-41-3000			838187-1 RETURNED TRANSFORMER			0.00	37.04
							171.69	37.04
57255	3/20/2014	3/20/2014	14.03	838838-1		15892		Posted
	53-43-6000			50A 3W SURFACE RECEPT			14.03	0.00
57256	3/20/2014	3/20/2014	280.68			16744		Posted
	10-19-4300			839310-1 BRASS ELBOW			20.92	0.00
	10-19-4300			839397-1 BRASS NIPPLE			5.57	0.00
	10-19-4300			839520-1 FIX BOILER LINE SUPPLIES			254.19	0.00
							280.68	0.00
57257	3/20/2014	3/20/2014	85.25	839739-1		16091		Posted
	51-43-6000			HIP BOOTS			85.25	0.00
57258	3/20/2014	3/20/2014	22.82	840078-1		15233		Posted
	52-41-4360			90 DEGREE FITTINGS			22.82	0.00
57381	3/20/2014	3/20/2014	407.84			16159		Posted
	10-11-4300			839407-1 BULBS			229.96	0.00
	10-11-4300			839542-1 SENSOR, BATTERY, LITE			120.21	0.00
	10-11-4300			839673-1 3 WIRE SENSOR			57.67	0.00
							407.84	0.00
1258 BUMPER TO BUMPER AUTO PARTS								
57259	3/20/2014	3/20/2014	108.45	630112		15927		Posted
	53-43-4310			WATER PUMP TRK #61			108.45	0.00

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1258 BUMPER TO BUMPER AUTO PARTS (continued)									
57260	3/20/2014	3/20/2014	281.72			15786			Posted
	10-15-4310			628013 OIL FILTER			10.58		0.00
	10-15-4310			628031 ANTIFREEZE			78.42		0.00
	10-15-4310			628048 TURN SIGNAL			43.20		0.00
	10-15-4310			628347 BRAKE FLUID			20.54		0.00
	10-15-4310			629067 PCV GROMET			2.69		0.00
	10-15-4310			629071 BRAKE BOOSTER			3.76		0.00
	10-15-4310			629222 OIL ABSORBENT			20.06		0.00
	10-15-4310			629373 FUEL/OIL FILTERS			96.42		0.00
	10-15-4310			629445 PUSH/PULL CONTROL CABLE			6.05		0.00
							281.72		0.00
57261	3/20/2014	3/20/2014	62.86			18784			Posted
	10-13-4310			628705 OIL FILTER.WASHER SOLVENT			14.56		0.00
	10-13-4310			628279			7.28		0.00
	10-13-4310			628278 MINI BULB			41.02		0.00
							62.86		0.00
57262	3/20/2014	3/20/2014	13.84	627790		16743			Posted
	10-19-4300			BELT			13.84		0.00
57263	3/20/2014	3/20/2014	18.21	628444		17356			Posted
	53-41-6000			COMBO WRENCH			18.21		0.00
57264	3/20/2014	3/20/2014	84.35			15908			Posted
	53-43-6000			628623 SPRAY PAINT			10.78		0.00
	53-43-4310			628608 FILTERS			44.40		0.00
	52-43-4310			628608 FILTERS			11.13		0.00
	51-43-4310			628608 FILTERS			18.04		0.00
							84.35		0.00
113 BUREAU OF RECLAMATION									
57246	3/20/2014	3/20/2014	2,114.50	1800598679		16102			Posted
	51-41-3000			INSTALLMENT ON GLEN ELDER DAM			2,114.50		0.00
1091 CARD SERVICES									
57388	3/20/2014	3/20/2014	83.00	5232		18063			Posted
	53-41-6000			PIZZA HUT			43.00		0.00
	26-00-2400			KS ECONOMIC DEVELOPMENT CONFEE			40.00		0.00
							83.00		0.00
57389	3/20/2014	3/20/2014	350.00	8803		18064			Posted
	10-13-2400			CLASS FOR J MUDD			350.00		0.00
57390	3/20/2014	3/20/2014	83.57	5981		18065			Posted
	10-11-6260			FUEL			83.57		0.00
57391	3/20/2014	3/20/2014	1,641.95	5240		18066			Posted
	53-41-5800			POWER PLANT TRAVEL EXPENSES			86.68		0.00
	53-43-6260			POWER PLANT FUEL			37.00		0.00
	53-43-6000			NORTON SOFTWARE ANNUAL RENEW/			140.57		0.00
	10-18-4300			DIAPER CHANGING STATIONS			258.00		0.00
	10-11-4300			CHAIR COVERS			228.70		0.00
	10-15-2400			CPR CLASS			81.00		0.00
	10-13-2400			CPR CLASS			54.00		0.00
	53-43-2400			CPR CLASS			27.00		0.00
	53-43-2400			CPR CLASS			54.00		0.00
	10-18-2400			CPR CLASS			54.00		0.00
	10-13-2400			CPR CLASS			54.00		0.00
	10-18-2400			CPR CLASS			81.00		0.00
	10-15-2400			CPR CLASS			81.00		0.00
	52-43-2400			CPR CLASS			54.00		0.00
	51-43-2400			CPR CLASS			27.00		0.00
	10-13-2400			CPR CLASS			54.00		0.00
	10-15-2400			CPR CLASS			81.00		0.00
	52-41-2400			CPR CLASS			54.00		0.00
	53-43-2400			CPR CLASS			54.00		0.00
	51-43-2400			CPR CLASS			54.00		0.00
	51-41-2400			CPR CLASS			27.00		0.00
							1,641.95		0.00

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			<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
1091	CARD SERVICES (continued)									
57392		3/20/2014	3/20/2014		2,440.80	5251		18067		Posted
			51-41-2400			CONFERENCES WATER PLANT			436.00	0.00
			51-41-5800			TRAVEL EXP WATER PLANT			174.99	0.00
			51-43-2400			KS RURAL WATER ASSOC			300.00	0.00
			51-43-2400			KS RURAL WATER ASSOC			300.00	0.00
			52-43-2400			KS RURAL WATER ASSOC			300.00	0.00
			51-41-5320			POSTAGE			20.89	0.00
			51-41-6260			FUEL			198.00	0.00
			53-43-6260			FUEL			62.00	0.00
			53-41-6260			FUEL			97.00	0.00
			51-41-6000			MEMORIAL			33.53	0.00
			51-41-6000			K FRANCIS GOING AWAY			228.29	0.00
			52-41-5800			MEALS			30.10	0.00
			52-41-6260			MEALS			60.00	0.00
			52-43-6000			MANAGER TOOL			200.00	0.00
									<u>2,440.80</u>	<u>0.00</u>
124	CARRICO IMPLEMENT									
57265		3/20/2014	3/20/2014		99.75			15784		Posted
			10-15-4310			IA67405 HOSE & FITTINGS			43.40	0.00
			10-15-4310			IA67467 PINS FOR SNOW PLOW BLADE			26.47	0.00
			10-15-4310			IA67544 SCREW/WASHER,NUT			3.80	0.00
			10-15-4310			IA68124 BEARING FITTINGS			26.08	0.00
									<u>99.75</u>	<u>0.00</u>
57266		3/20/2014	3/20/2014		8.93	IA67042		15891		Posted
			53-43-6000			CAP PLUG			8.93	0.00
57267		3/20/2014	3/20/2014		72.45	IA67645		17196		Posted
			51-43-6180			HYGAURD			72.45	0.00
57268		3/20/2014	3/20/2014		129.50	IA67626		17194		Posted
			51-43-6000			OIL/AIR FILTER			129.50	0.00
126	CATLIN'S FRIENDLY APPELMARKET									
57269		3/20/2014	3/20/2014		20.66	2100031860		15926		Posted
			52-43-6000			WATER			20.66	0.00
57270		3/20/2014	3/20/2014		89.30	2100011857		16108		Posted
			51-41-6000			CLEANING SUPPLIES			89.30	0.00
57271		3/20/2014	3/20/2014		12.96	2100024248		17921		Posted
			53-41-6000			WATER			12.96	0.00
57272		3/20/2014	3/20/2014		20.78	2100048183		17890		Posted
			53-41-6000			WATER			20.78	0.00
57273		3/20/2014	3/20/2014		23.88	2100022689		15916		Posted
			53-43-6000			WATER			7.96	0.00
			52-43-6000			WATER			7.96	0.00
			51-43-6000			WATER			7.96	0.00
									<u>23.88</u>	<u>0.00</u>
57274		3/20/2014	3/20/2014		70.04	2100046680		16084		Posted
			52-41-6000			TP, PAPER TOWELS, CLEANING SUPPL			70.04	0.00
57275		3/20/2014	3/20/2014		23.04			15894		Posted
			53-43-6000			19582/19581 WATER, PAPER TOWELS			7.68	0.00
			52-43-6000			19582/19581 WATER, PAPER TOWELS			7.68	0.00
			51-43-6000			19582/19581 WATER, PAPER TOWELS			7.68	0.00
									<u>23.04</u>	<u>0.00</u>
57276		3/20/2014	3/20/2014		35.64			16737		Posted
			10-17-6800			65734 DRINKS FOR YOUTH BB			35.64	0.00
57277		3/20/2014	3/20/2014		33.74	38464		17357		Posted
			53-41-6000			SWIFFER WET JET/PADS			33.74	0.00
57278		3/20/2014	3/20/2014		19.04	22681		17880		Posted
			53-41-6000			DONUTS, MUFFINS, JUICE			19.04	0.00
57279		3/20/2014	3/20/2014		142.75	166417		16109		Posted
			51-41-6110			PRINTER CARTRIDGES			142.75	0.00
145	CCMFOA OF KANSAS									
57351		3/20/2014	3/20/2014		50.00	2/28/2014		18012		Posted
			10-11-5410			2014 ANNUAL DUES			50.00	0.00

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1200 CHEMQUEST, INC. (continued)										
57361	3/20/2014	3/20/2014	1,512.50	3506		17899				Posted
	53-41-6170				CHEMICALS FOR COOLING TOWER				1,512.50	0.00
2418 LAW OFFICE OF KATIE J CHENEY										
57293	3/20/2014	3/20/2014	28.18	888		16158				Posted
	10-11-6000				FEB 2014 EXPENSES				28.18	0.00
158 COMPUTER SOLUTIONS INC										
57280	3/20/2014	3/20/2014	28.75	166957		166957				Posted
	10-13-4320				PRINTER SERVICE				28.75	0.00
1358 CUNNINGHAM TELEPHONE & CABLE CO										
57369	3/20/2014	3/20/2014	79.43	3362		18019				Posted
	10-15-5310				STREET				79.43	0.00
57370	3/20/2014	3/20/2014	82.70	10210		18020				Posted
	26-00-5310				COMMUNITY DEVELOPMENT				82.70	0.00
57371	3/20/2014	3/20/2014	336.85	11854		18021				Posted
	10-11-5310				ADMINISTRATION				336.85	0.00
57374	3/20/2014	3/20/2014	84.54	11856		18022				Posted
	10-13-5310				POLICE DEPARTMENT				84.54	0.00
57375	3/20/2014	3/20/2014	74.99	12334		18023				Posted
	10-14-5310				FIRE DEPARTMENT				74.99	0.00
57377	3/20/2014	3/20/2014	215.61	13094		18025				Posted
	10-18-5310				P&R				215.61	0.00
57378	3/20/2014	3/20/2014	109.90	13609		18026				Posted
	53-43-5310				SYSTEMS				36.63	0.00
	52-43-5310				SYSTEMS				36.63	0.00
	51-43-5310				SYSTEMS				36.64	0.00
									109.90	0.00
57379	3/20/2014	3/20/2014	148.57	13610		18062				Posted
	10-22-5310				AIRPORT				148.57	0.00
2053 EMG, INC										
57358	3/20/2014	3/20/2014	1,000.00	3509		18017				Posted
	53-41-3000				ENERGY CONSULTING AGREEMENT				1,000.00	0.00
2548 ENVIRO LINE CO. INC										
57282	3/20/2014	3/20/2014	6,195.00	0023758-IN		17212				Posted
	30-00-8200				AIRPORT LIFT STATION				6,195.00	0.00
222 FARMWAY COOP INC.										
57283	3/20/2014	3/20/2014	963.50			15783				Posted
	10-15-6270				033043 DIESEL				176.84	0.00
	10-15-6270				35449				165.12	0.00
	10-15-6270				35456				148.32	0.00
	10-15-6270				033336				165.04	0.00
	10-15-6270				033547				61.19	0.00
	10-15-6270				033771				79.44	0.00
	10-15-6270				035075				167.55	0.00
									963.50	0.00
844 FAUSER OIL COMPANY										
57284	3/20/2014	3/20/2014	23,706.70	260848		17893				Posted
	53-41-6270				7586 GAL DIESEL				23,706.70	0.00
236 FOUTS INSURANCE AGENCY INC.										
57386	3/20/2014	3/20/2014	100.00	13643		18041				Posted
	10-12-5250				PUBLIC OFFICIAL BOND/WILSON				100.00	0.00
537 GALLS INC/ QUARTERMASTER										
57285	3/20/2014	3/20/2014	1,200.00			18791				Posted
	10-13-2911				001619824 BOOTS				960.00	0.00
	10-13-2911				001587692 BOOTS				240.00	0.00
									1,200.00	0.00
262 GRAINGER CO										
57286	3/20/2014	3/20/2014	20.74	9370429806		17892				Posted
	53-41-7440				HARD HATS				20.74	0.00

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301 JOYCE HIGHLAND (continued)									
57287	3/20/2014	3/20/2014	39.00	3/4/2014		15928		Posted	
	53-43-3000			ROLLS FOR SAFETY MEETING			13.00	0.00	
	52-43-3000			ROLLS FOR SAFETY MEETING			13.00	0.00	
	51-43-3000			ROLLS FOR SAFETY MEETING			13.00	0.00	
							<u>39.00</u>	<u>0.00</u>	
1440 JCI INDUSTRIES, INC									
57288	3/20/2014	3/20/2014	430.22			15554		Posted	
	51-41-4360			8083657 PUMP REPAIR PARTS			113.17	0.00	
	51-41-4360			8083663			317.05	0.00	
							<u>430.22</u>	<u>0.00</u>	
1922 JNT COMPANY LLC									
57425	3/20/2014	3/20/2014	793.98			18079		Posted	
	10-11-3000			1580 WEB HOSTING FEES			396.99	0.00	
	10-11-3000			1689 WEB HOSTING FEES			396.99	0.00	
							<u>793.98</u>	<u>0.00</u>	
2359 KANSAS CORPORATION COMMISSION									
57409	3/20/2014	3/20/2014	191.96		2/1/2014	17543		Posted	
	10-11-3000			Katie Cheney - 1409 N Bell			64.40	0.00	
	10-11-3000			Frasier/Johnson - 116 N Hersey			67.33	0.00	
	10-11-3000			Darwin Wiles - 627 E 3rd			60.23	0.00	
							<u>191.96</u>	<u>0.00</u>	
57410	3/20/2014	3/20/2014	191.96		3/1/2014	17544		Posted	
	10-11-3000			Katie Cheney - 1409 N Bell			64.40	0.00	
	10-11-3000			Frasier/Johnson - 116 N Hersey			67.33	0.00	
	10-11-3000			Darwin Wiles - 627 E 3rd			60.23	0.00	
							<u>191.96</u>	<u>0.00</u>	
251 KANSAS GAS SERVICE									
57359	3/20/2014	3/20/2014	6,224.52	1002701 00		18018		Posted	
	53-41-6210			POWER PLANT			872.00	0.00	
	10-22-6210			AIRPORT			43.60	0.00	
	10-15-6210			STREET			942.52	0.00	
	10-11-6210			ADMINISTRATION			1,583.91	0.00	
	51-41-6210			WATER PLANT			369.72	0.00	
	10-18-6210			P&R			313.01	0.00	
	53-43-6210			SYSTEMS			699.92	0.00	
	52-43-6210			SYSTEMS			699.92	0.00	
	51-43-6210			SYSTEMS			699.92	0.00	
							<u>6,224.52</u>	<u>0.00</u>	
57417	3/20/2014	3/20/2014	664.64	162672864		18068		Posted	
	10-14-6210			FIRE DEPT			664.64	0.00	
57418	3/20/2014	3/20/2014	60.34	200774227		18069		Posted	
	53-43-6210			BLDG-B-GENE			60.34	0.00	
57419	3/20/2014	3/20/2014	2,130.26	121984891		18070		Posted	
	10-19-6210			N CAMPUS			2,130.26	0.00	
57420	3/20/2014	3/20/2014	4,701.39	156296173		18071		Posted	
	53-41-6210			POWER PLANT			4,701.39	0.00	
57421	3/20/2014	3/20/2014	420.94	169801291				Posted	
	51-41-6210			WATER PLANT			420.94	0.00	
57422	3/20/2014	3/20/2014	560.54	121850373		18072		Posted	
	53-43-6210			SYSTEMS			140.14	0.00	
	52-43-6210			SYSTEMS			140.14	0.00	
	51-43-6210			SYSTEMS			140.13	0.00	
	10-13-6210			SYSTEMS			140.13	0.00	
							<u>560.54</u>	<u>0.00</u>	
364 KANSAS JUDICIAL COUNCIL									
57290	3/20/2014	3/20/2014	30.00	32302		16157		Posted	
	10-12-6110			COURT SUPPLEMENTS 2013			30.00	0.00	
367 KANSAS MUNICIPAL UTILITIES									
57356	3/20/2014	3/20/2014	195.00	7011865		18015		Posted	
	53-43-2400			REGISTRATION FOR CONFERENCES			195.00	0.00	

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409 LIGHT & WATER UTILITIES (continued)										
57372	3/20/2014	3/20/2014				37,203.49		2/28/2014	18039	Posted
			10-11-6220		ADMIN	4,178.68				0.00
			10-11-6220		ADMIN SHARE	52.46				0.00
			10-13-6220		PD SHARE	52.45				0.00
			51-41-6220		WATER SHARE	52.45				0.00
			10-14-6220		FIRE DEPT	254.97				0.00
			10-15-6220		TRANSPORTATION	873.98				0.00
			10-18-6220		PARKS & REC	858.81				0.00
			10-20-6220		CEMETERY	170.68				0.00
			10-22-6220		AIRPORT	683.30				0.00
			51-41-6220		WATER PLANT	9,126.51				0.00
			52-41-6220		SEWER PLANT	12,022.50				0.00
			53-41-6220		POWER PLANT	469.68				0.00
			51-43-6220		WATER SYSTEMS	256.10				0.00
			52-43-6220		SEWER SYSTEMS	256.10				0.00
			53-43-6220		SYSTEMS OP SHARE	256.10				0.00
			51-43-6220		SYSTEMS OP SHARE	37.80				0.00
			52-43-6220		SYSTEMS OP SHARE	37.80				0.00
			53-43-6220		SYSTEMS OP SHARE	37.80				0.00
			10-13-6220		PD SHARE	37.79				0.00
			53-43-6220		ELECTRIC SYSTEMS	59.83				0.00
			10-19-6220		NORTH CAMPUS	7,361.77				0.00
			10-21-6220		POOL	65.93				0.00
						37,203.49				0.00
424 MCHENRY ELECTRIC & SUPPLY										
57305	3/20/2014	3/20/2014				45.50			15779	Posted
			10-15-4330		10579 CHAIN SHARPENING	20.00				0.00
			10-15-4330		10657 ROPE AND HANDLE	25.50				0.00
						45.50				0.00
2069 COLLEEN MCKEON										
57306	3/20/2014	3/20/2014				149.25		2/28/2014	16154	Posted
			10-11-2911		BOOT ALLOWANCE	149.25				0.00
470 MITCHELL COUNTY SOLID WASTE										
57208	3/20/2014	3/20/2014				20,647.99		3/1/2014	16156	Ck# 69666 Printed
			54-41-3000		trash collections	20,647.99				0.00
57307	3/20/2014	3/20/2014				8.00		03179	15241	Posted
			52-41-3000		DISPOSAL AND SCREENINGS	8.00				0.00
57308	3/20/2014	3/20/2014				11.10		021425	16734	Posted
			10-19-4300		NC HOUSE DEMO WASTE	11.10				0.00
57309	3/20/2014	3/20/2014				218.70			17697	Posted
			10-19-4300		021511	43.20				0.00
			10-19-4300		21513	51.90				0.00
			10-19-4300		21512	67.20				0.00
			10-19-4300		21509	56.40				0.00
						218.70				0.00

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470	MITCHELL COUNTY SOLID WASTE (continued)									
57310		3/20/2014	3/20/2014		675.60			17696		Posted
		10-19-4300				21453 DEMO N CAMPUS HOUSE			40.50	0.00
		10-19-4300				21459			31.20	0.00
		10-19-4300				21454			35.10	0.00
		10-19-4300				21452			31.20	0.00
		10-19-4300				21461			26.10	0.00
		10-19-4300				21466			29.70	0.00
		10-19-4300				21469			26.40	0.00
		10-19-4300				21468			40.50	0.00
		10-19-4300				21478			34.50	0.00
		10-19-4300				21462			31.20	0.00
		10-19-4300				21470			52.20	0.00
		10-19-4300				21484			36.00	0.00
		10-19-4300				21482			39.00	0.00
		10-19-4300				21489			34.80	0.00
		10-19-4300				21494			34.80	0.00
		10-19-4300				21491			38.10	0.00
		10-19-4300				21500			31.20	0.00
		10-19-4300				21497			39.60	0.00
		10-19-4300				21506			43.50	0.00
									675.60	0.00
469	MITCHELL COUNTY TREASURER									
57350		3/20/2014	3/20/2014		11.00	0677		18011		Posted
		10-13-5600				VEHICLE RESTRATION			11.00	0.00
476	JOHN ADAM MOSHER									
57311		3/20/2014	3/20/2014		57.00	2/27/2014		17205		Posted
		52-43-5800				PER DIEM FOR KRWA CONFERENCE			57.00	0.00
342	MUNICIPAL SUPPLY INC. OF NEBRASKA									
57312		3/20/2014	3/20/2014		89,419.06	0553708-IN		17209		Posted
		30-00-8100				WATER PIPE			89,419.06	0.00
57313		3/20/2014	3/20/2014		101.76	0553709-IN		17211		Posted
		52-43-6000				PVC CPLG			101.76	0.00
57314		3/20/2014	3/20/2014		4,063.36	0553707-IN		17213		Posted
		30-00-8200				SEWER PIPE			4,063.36	0.00
827	NETWORKS PLUS									
57384		3/20/2014	3/20/2014		1,606.63			18042		Posted
		10-11-3360				146028 PC TECH SERVICE			768.00	0.00
		10-11-3360				145988 SERVICE CONTRACT			265.00	0.00
		10-11-3360				146289 PC TECH SERVICE			513.63	0.00
		10-11-3360				146527 MOZYPRO BACKUP			60.00	0.00
									1,606.63	0.00
57385		3/20/2014	3/20/2014		265.00			18043		Posted
		10-13-3360				145991 SERVICE CONTRACT			265.00	0.00
2414	NORTHERN SAFETY CO., INC									
57315		3/20/2014	3/20/2014		51.86	900782378		17891		Posted
		53-41-7440				HARD HATS			51.86	0.00
57317		3/20/2014	3/20/2014		125.30			17919		Posted
		53-41-7440				900784154 hard haats			21.43	0.00
		53-41-7440				900789877 HARD HATS			103.87	0.00
									125.30	0.00
1391	NRG ENERGY SERVICES LLC									
57281		3/20/2014	3/20/2014		161.30	IN141135		17916		Posted
		53-41-4360				GAS CHANGE #6			161.30	0.00
2684	PALMER STACEY									
57319		3/20/2014	3/20/2014		43.00	2/25/2014		15775		Posted
		10-15-2400				REIMB FOR CDL			43.00	0.00
517	PDQ EMERGENCY PRODUCTS									
57320		3/20/2014	3/20/2014		36.95	18610		18792		Posted
		10-13-2911				NAME STRIPS			36.95	0.00

Accounts Payable Detail Listing

City of Beloit

<u>Vend#</u>	<u>Vendor Name</u>		<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
	<u>Account#</u>	<u>Work Order</u>						
536 POST MASTER (continued)								
57321	3/20/2014	3/20/2014	272.00	3/1/2014		18034		Posted
	10-11-6000			PO BOX 567			272.00	0.00
1263 PRAIRE FIRE COFFEE ROASTERS								
57318	3/20/2014	3/20/2014	77.80	614364		15776		Posted
	10-15-6000			COFFEE			77.80	0.00
57346	3/20/2014	3/20/2014	87.80	614361		18035		Posted
	10-11-6000			COFFEE			87.80	0.00
2723 PROGRADE AMMO GROUP, LLC								
57349	3/20/2014	3/20/2014	390.00	INV-04575		18793		Posted
	10-13-6120			COPPER PLATED FLAT POINT			390.00	0.00
155 RAMSEY OIL								
57368	3/20/2014	3/20/2014	7,136.71	40665		17894		Posted
	53-41-4360			OIL			7,136.71	0.00
559 RELIABLE OFFICE SUPPLIES								
57322	3/20/2014	3/20/2014	75.78	FGN35500		17917		Posted
	53-41-6110			OFFICE SUPPLIES			75.78	0.00
321 RICOH USA, INC								
57426	3/20/2014	3/20/2014	1,172.68	91891501		18080		Posted
	10-11-3000			LEASE AGREEMENT FOR COPY MACHII			1,172.68	0.00
575 SAGE PRODUCTS								
57360	3/20/2014	3/20/2014	184.73	0051729-IN		17898		Posted
	53-41-6000			AEROSOL AND ICE MELT			184.73	0.00
94 SCHENDEL PEST CONTROL								
57366	3/20/2014	3/20/2014	50.00	22003		15936		Posted
	53-43-3000			SPRAY SYSTEMS			12.50	0.00
	52-43-3000			SPRAY SYSTEMS			12.50	0.00
	51-43-3000			SPRAY SYSTEMS			12.50	0.00
	10-13-3000			SPRAY SYSTEMS			12.50	0.00
							50.00	0.00
488 SCHWAB EATON BELOIT								
57423	3/20/2014	3/20/2014	12,474.50	13.068B		18073		Posted
	30-00-3000			ENGINEERING INSPECTION FOR LIFT S			12,474.50	0.00
603 SEWELL'S MACHINE SHOP								
57363	3/20/2014	3/20/2014	4.33	014447		15937		Posted
	53-43-6000			STEEL			4.33	0.00
607 SHAMBURG OIL COMPANY								
57323	3/20/2014	3/20/2014	63.00	413469		17187		Posted
	51-43-6270			CLR DIESEL			63.00	0.00
57324	3/20/2014	3/20/2014	253.90	414744		17197		Posted
	51-43-4310			BATTERIES			253.90	0.00
57325	3/20/2014	3/20/2014	126.00	415842		15921		Posted
	53-43-6270			DIESEL			126.00	0.00
57326	3/20/2014	3/20/2014	105.00	414892		17202		Posted
	52-43-6270			CLR DIESEL			105.00	0.00
57327	3/20/2014	3/20/2014	102.80	414360		15915		Posted
	53-43-6270			CLR DIESEL			102.80	0.00
57383	3/20/2014	3/20/2014	(36.94)		1/28/2014	17538		Posted
	53-43-6270			Excise tax credit Jan 2014			0.00	11.98
	53-43-6270			Excise tax credit Feb 2014			0.00	12.00
	51-43-6270			Excise tax credit Feb 2014			0.00	8.00
	52-43-6270			Excise tax credit Feb 2014			0.00	4.96
							0.00	36.94

Accounts Payable Detail Listing

City of Beloit

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Debit</u>	<u>Status</u>	<u>Credit</u>
	<u>Account#</u>	<u>Work Order</u>				<u>Description</u>					
607	SHAMBURG OIL COMPANY (continued)										
57412	3/20/2014	3/20/2014			2,082.66		3/1/2014	17541		Posted	
	51-43-6270					234542 Excise tax correction on 11/7/13			0.00		25.56
	52-43-6270					234542 Excise tax correction on 11/7/13			0.00		37.04
	53-43-6270					234542 Excise tax correction on 11/7/13			0.00		69.84
	51-43-6270					Excise tax credits not applied			0.00		84.88
	52-43-6270					Excise tax credits not applied			0.00		84.88
	53-43-6270					Excise tax credits not applied			0.00		84.89
	51-43-6180					Overpayment on invoice #393884			0.00		3.00
	52-43-6270					Paid invoice #376087 2X			0.00		141.00
	25-00-6180					#235487 Oil tot refills			1,276.00		0.00
	25-00-6180					#378186 Oil tot refills			1,337.75		0.00
									<u>2,613.75</u>		<u>531.09</u>
3000	ERIC SHORT										
57333	3/20/2014	3/20/2014			57.00	2/27/2014		17206		Posted	
	51-43-2400					PER DIEM FOR KRWA CONFERENCE			57.00		0.00
2705	AUSTIN SLAUGHTER										
57316	3/20/2014	3/20/2014			750.00	1/23/2014				Ck# 69667 Printed	
	10-12-3320					RESTITUTION DUE FROM 201300407			750.00		0.00
624	BART SNYDER										
57334	3/20/2014	3/20/2014			57.00	2/27/2014		17207		Posted	
	51-43-2400					PER DIEM FOR KRWA CONFERENCE			57.00		0.00
626	SOLOMON VALLEY HOME CENTER										
57328	3/20/2014	3/20/2014			11.99	10323021		15896		Posted	
	53-43-7440					WELDING GOGGLES			11.99		0.00
57329	3/20/2014	3/20/2014			80.26			16746		Posted	
	10-18-4300					10323052 TEXTURE			29.58		0.00
	10-18-4300					10323076 TEXTURE			0.00		0.80
	10-18-6000					103227225 DRIVEWAY MARKER			4.98		0.00
	10-18-6000					10322948 PLYWOOD			46.50		0.00
									<u>81.06</u>		<u>0.80</u>
57330	3/20/2014	3/20/2014			40.64	10323768		17877		Posted	
	53-41-4300					PLYWOOD			40.64		0.00
57331	3/20/2014	3/20/2014			110.03			15778		Posted	
	10-15-4330					10324311 SEALANT,LAG SCREWS			44.30		0.00
	10-15-4330					10324341 RED PAINT			31.28		0.00
	10-15-4330					10324361 SEALANT			31.16		0.00
	10-15-4330					10324479 BORING BIT			3.29		0.00
									<u>110.03</u>		<u>0.00</u>
57332	3/20/2014	3/20/2014			103.68	10322135		16094		Posted	
	51-41-6000					HARDWARE			103.68		0.00
57382	3/20/2014	3/20/2014			50.27			18045		Posted	
	10-11-4300					10323151 PAINT AND SUPPLIES			50.27		0.00
57424	3/20/2014	3/20/2014			30.48	10322652		18078		Posted	
	52-41-6000					BULBS FOR SHOPLIGHT			30.48		0.00
639	RON SPORLEDER										
57335	3/20/2014	3/20/2014			204.23	2/26/2014		15920		Posted	
	53-43-5800					MEALS AND MILEAGE			204.23		0.00
643	STANION WHSE ELECTRIC COMPANY										
57336	3/20/2014	3/20/2014			140.17	3586579-00		15929		Posted	
	53-43-4390					ELEC EYES - STREET LIGHTS			140.17		0.00
2013	STROBEL DOOR & REPAIR INC										
57337	3/20/2014	3/20/2014			397.00	16878		15932		Posted	
	53-43-3000					REPAIR OVERHEAD DOOR			132.34		0.00
	52-43-3000					REPAIR OVERHEAD DOOR			132.34		0.00
	51-43-3000					REPAIR OVERHEAD DOOR			132.32		0.00
									<u>397.00</u>		<u>0.00</u>
2473	TREVOR STUMMA										
57338	3/20/2014	3/20/2014			57.00	2/27/2014		17204		Posted	
	52-43-5800					PER DIEM FOR KRWA CONFERENCE			57.00		0.00

Accounts Payable Detail Listing

City of Beloit

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
		<u>Account#</u>	<u>Work Order</u>			<u>Description</u>			<u>Debit</u>	<u>Credit</u>
673	THOMPSON'S OK TIRE, INC (continued)									
57339		10-20-4300		3/20/2014	82.07	1-81214 BACKHOE TIRE REPAIR		17700	16.40	Posted
		10-19-4300				1-81060 TRK REPAIR FROM HOUSE DEI			65.67	0.00
									82.07	0.00
57340		52-41-4310		3/20/2014	68.90	1-80981 ALLIS LOADER REPAIR		15237	68.90	Posted
57341		52-41-4310		3/20/2014	12.00	1-81335 SERVICE PU TIRE REPAIR		15240	12.00	Posted
57342		10-15-6140		3/20/2014	2,402.24	1-80443 TIRES FOR TRK 24		15777	2,079.60	Posted
		10-15-6140				1-81156 TIRE ST SWEEPER			322.64	0.00
									2,402.24	0.00
410	UTILITIES									
57343		10-13-6220		3/20/2014	692.50	2/28/2014 CITY SHARE OF JAIL UTILITIES		16152	692.50	Posted
2067	VERIZON WIRELESS SERVICES, LLC									
57344		10-11-5310		3/20/2014	162.21	9720181171 ADMIN AND CEMETERY		18037	109.28	Posted
		10-20-5310				ADMIN AND CEMETERY			52.93	0.00
									162.21	0.00
57345		53-43-5310		3/20/2014	120.08	9720212291 SYSTEMS		18036	40.03	Posted
		52-43-5310				SYSTEMS			40.03	0.00
		51-43-5310				SYSTEMS			40.02	0.00
									120.08	0.00
57411		10-18-5310		3/20/2014	45.09	9721156540 Parks & Rec On-call phone	3/3/2014	17542	45.09	Posted
722	WATTS AND SON									
57347		51-41-4330		3/20/2014	124.07	1690 FLUSH VALVES		16110	124.07	Posted
660	WICHITA WINWATER WORKS CO., INC.									
57348		51-43-6000		3/20/2014	1,000.30	196646 00 WATER PIPES		17210	1,000.30	Posted
2288	WILSON & COMPANY									
57357		53-41-3000		3/20/2014	300.32	52711 COOLING TOWER PROFESSIONAL SER		18016	300.32	Posted
										0.00

316,764.34 195 Non-voided payables listed.

Report Setup
 AP - Accounts Payable Listing : Vendor Name
 Filter Options
 Starting: 3/20/2014
 Ending: 3/20/2014
 Banks: All
 Payable Status: Posted, Printed, ACH, Recorded, Voided
 All Vendors Selected

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



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

Building Inspectors
REPORT of UNFIT/UNSAFE STRUCTURE

To: The Governing Body of Beloit, Kansas
Re: Statement of Dangerous or Unsafe Structure
Date: February 24, 2014

The following described structure is in a dangerous or unsafe condition:

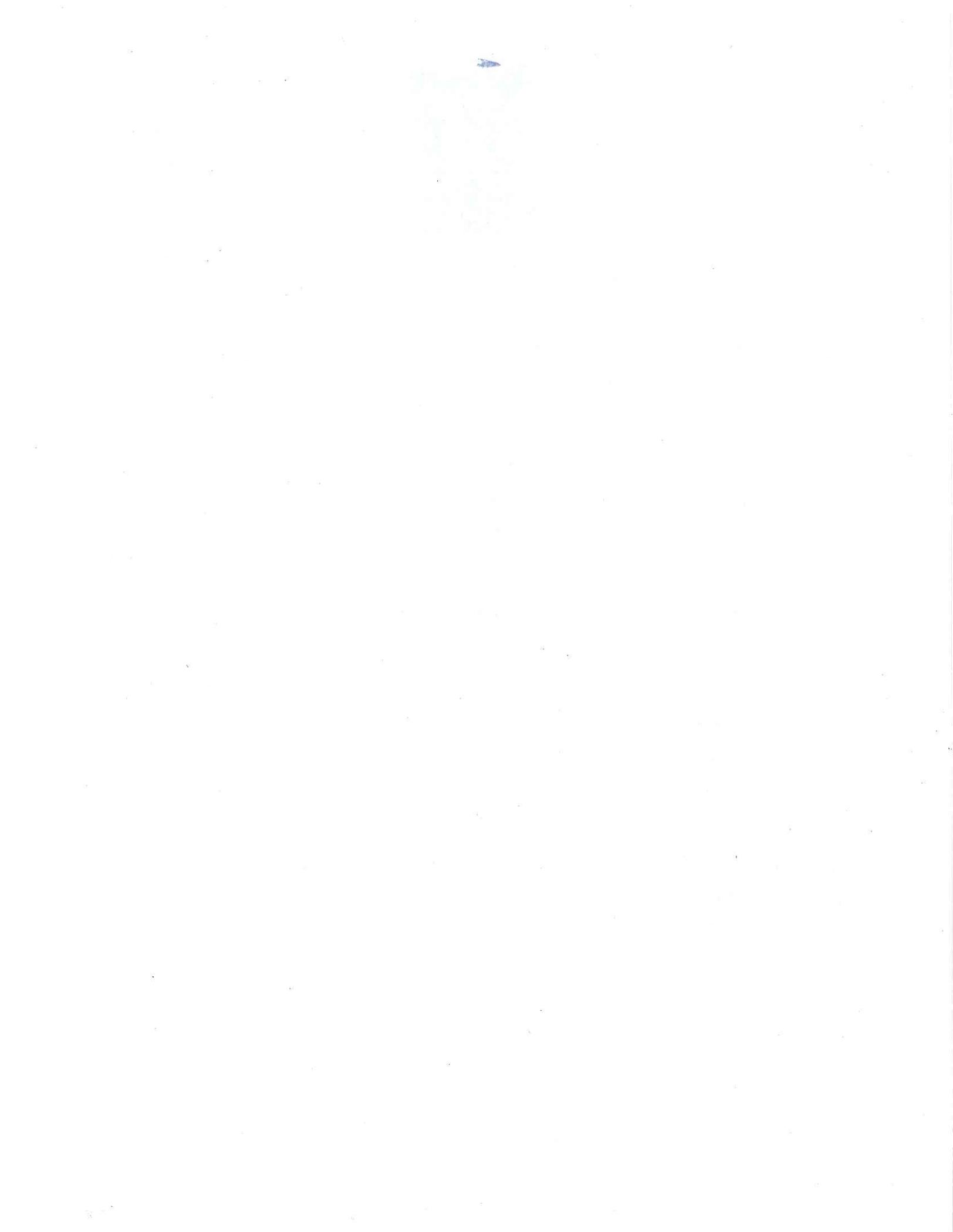
- a) description of structure including legal description:
S 1/2 OF LOT 4 & ALL LOT 5.; BLK 47, WEST BELOIT, BELOIT CITY
- b) street address: 1000 W. Main Street
- c) owner(s): P.J. & Tracy Kocher
- d) owner's agent, if any: None
- e) occupant(s): P.J. & Tracy Kocher
- f) lienholder(s) of record: None
- g) other "parties in interest": ???

The property is found to be dangerous and unsafe because of the following conditions:

The wall to the back porch has failed and presents an unsafe condition. The east foundation wall has failed and compromises the integrity of the structure. However, that threat is not imminent. The free-standing, wood burning stove was not installed properly and poses a risk of fire and carbon monoxide poisoning.

Building Inspector

Attachments



RESOLUTION 2014-3

RESOLUTION BY THE CITY OF BELOIT, KANSAS, CONCERNING A DANGEROUS AND UNSAFE STRUCTURE EXISTING AT 1000 W. MAIN STREET IN THE CITY OF BELOIT, KANSAS.

WHEREAS, Chapter IV, Article 5, Dangerous and Unfit Structures, of the City Code provides if the governing body finds there are structures in the city which are dangerous, unsafe or otherwise inimical to the general welfare of the city, or conditions which provide a general blight upon the neighborhood or the surrounding properties, to have any such structure repaired, closed, demolished or removed; and

WHEREAS, Chris Jones, Code Enforcement Officer, made an inquiry and inspection of the property located at 1000 W. Main Street, and has filed a report with the governing body of the City of Beloit on March 4, 2014, that a structure located on the following described real estate, to-wit:

An old, two (2) bedroom, wood framed structure on a stone foundation on the S 1/2 OF LOT 4 & ALL LOT 5, BLK 47, WEST BELOIT, BELOIT CITY.

owned by P.J. & Tracy Kocher, is a dangerous and unsafe structure as provided for in Section 4-501; and

WHEREAS, after reviewing the report of Chris Jones, Code Enforcement Officer, the governing body is of the opinion it shall fix a time and place at which the owner, owner's agent, lien holder and occupant may appear and show cause why the structure should not be condemned and ordered repaired or demolished; and

WHEREAS, upon receipt of such report as provided for in Section 4-505, the governing body of the City of Beloit is required to give notice to all interested parties and hold a hearing as provided for in Section 4-505, and 4-506.

NOW THEREFORE, BE IT RESOLVED by the governing body of the City of Beloit, Kansas:

Section 1. The governing body of the City of Beloit, Kansas, shall hold a hearing on April 15, 2014, at 7:00 p.m. in the city council meeting room, Municipal Building, 119 North Hersey, Beloit, Kansas, at which time the governing body shall determine whether or not the structure located on the following described real estate located in the City of Beloit, Kansas, to-wit:

An old, two (2) bedroom, wood framed structure on a stone foundation on the S 1/2 OF LOT 4 & ALL LOT 5, BLK 47, WEST BELOIT, BELOIT CITY.

owned by P.J. & Tracy Kocher, is a dangerous and unsafe structure or otherwise inimical to the general welfare of the city, or conditions which provide a general blight upon the neighborhood or the surrounding properties, and to take such action as the governing body deems necessary as provided for in said City Code.

Section 2. The City Clerk shall immediately publish this resolution once each week for two consecutive weeks on the same day of each week and mail a copy of this resolution to P.J. & Tracy Kocher, each agent, lienholder and occupant at their last known place of residence, within three days after the first publication by certified mail, return receipt requested, and marked "deliver to addressee only."

PASSED and ADOPTED by the Governing Body and signed by the Mayor this 4th day of March, 2014.

Tom Nassz, Mayor

ATTEST:

Amanda Lomax, City Clerk

Unfit/Unsafe Structures Inspection Checklist

Owners Name: P.J. & Tracy Kocher

Address: 1000 W. Main Street

Address of Subject Structure: _____

Building Status: Abandoned Occupied Commercial Residential Other

Occupants Name: P.J. & Tracy Kocher

Property Owner(s)/Occupant(s) consent? Yes X No _____

Photos: Yes X No _____

Inspectors Name: Chris Jones

Title: Building Inspector/Code Enforcement Officer

Inspectors Jurisdiction and Address: City of Beloit, 119 N. Hersey Beloit, Ks. 67420

Date of Inspection: February 23, 2014

Initial "Plain-View" Observations / Impressions:

1. Location on property 1000 W. Main Street is on the Northwest corner of the intersection of Main Street and Broadway Ave.

2. Structural Deteriorating, unmaintained structure. Barriers set up on the ground at the bottom of the east exterior wall, apparently to block dirt and rainwater from running into the basement.

3. Sanitation Cluttered appearance with excessive vehicles, trailers, mowers, etc.

4. Exits Only one visible

5. Fire protection _____

6. Aesthetics Poor appearance, roof needs repaired and reshingled.

Structural Hazards (exterior):

1. Footing/foundation basement foundation wall has failed in the past and been partly repaired but in a way that is not supporting the structure above. The wall will have to be removed and reconstructed in order to provide the support it was originally designed for.
2. Exterior walls Back porch wall is dilapidated and disintegrating due to lack of footings/foundation.
3. Openings One adequate doorway in the front of the house. The rear exit leading into the from the back porch is inaccessible. Several single pane, double hung windows without storm windows.
4. Porch Front porch is adequate and not unsafe. The back porch is dilapidated and disintegrating.
5. Deck NA
6. Stairs Stairs to the basement are of limestone construction. The walls to the stair are beginning to lean in due to earth pressure. The door frame has fragmented.
7. Roof The roof has been patched by a tarp or other material at the ridge to close a hole caused by the removal of a chimney. The shingles are aged and in very poor condition.
8. Chimney Removed

Structural Hazards (interior):

1. Openings Adequate
2. Flooring Adequate
3. Walls/partitions Walls are of lathe and plaster construction and are fractured with sections broken away exposing the stud cavities. Poorly insulated.

4. Ceilings lathe and plaster construction; plaster fractured

5. Fireplace Source of heat is a free-standing, wood burning stove. It lacks a fire resistant hearth. Flue and chimney are not properly sized.

6. Stairs NA

7. Fixtures Adequate

Comments: The wall to the back porch, which was the source of the initial complaint, can simply be removed without risk to the remainder of the house. However, that complaint precipitated an inspection of the entire home to determine potential dangers, unsafe conditions and habitability. Except for the free-standing, wood burning stove I did not find dangerous or unsafe conditions in the home. While there is risk to the structure due to the failing basement wall, I do not believe it to be imminent.

This house is depreciating in value. It was appraised at \$8030 in 2012 and \$7890 in 2013. The repairs necessary to make this home habitable, in my estimation, could exceed \$15000, over twice the appraised value of the structure. Because the owners do not have the financial resources to hire a contractor to effect the necessary repairs, Mr. Kocher would opt to do the repairs himself. I do not believe he has the skills and resources necessary to complete the repairs to code.



02/23/2014



02/23/2014

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
March 18, 2014	ELLENZ ADITION FINAL PLAT
ORIGINATING DEPARTMENT:	TYPE OF ACTION:
Administration	<input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION
	<input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

The Beloit Planning Commission approved the final plat for the Ellenz Addition at its meeting on Tuesday, March 11th.

FISCAL NOTE:

There is no cost for approving this plat.

DISCUSSION:

Passing this plat will allow the development of the area that was once a trailer park. The developer plans on building six (6) homes in this subdivision starting this spring.

Respectfully submitted,

Glenn Rodden
City Administrator

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
March 18, 2014	REAL ESTATE LAND OPTION
ORIGINATING DEPARTMENT:	TYPE OF ACTION: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION
Administration	<input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the council approve the amended contract with Mike Blass.

FISCAL NOTE:

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

DISCUSSION:

Mike Blass is no longer interested in exercising his options on North Campus property. Mr. Blass purchased options for three (3) additional lots. One of those lots was sold to the Rexroats (and the Rexroats paid him the \$500 that he paid for the option). The other two options were terminated when Cooper purchased his tract - the agreement then was for the City to transfer options for two additional lots to Blass. Blass would like a "refund" for the \$1,000 paid for the options as he is too busy to put up additional homes at this time.

The City is not out any money, we would simply be refunding him \$1,000 which he previously paid. The city attorney would need to draft a short agreement to this effect.

Respectfully submitted,

Glenn Rodden
City Administrator

**AGREEMENT TO EXTINGUISH OPTIONS
TO PURCHASE ADDITIONAL REAL ESTATE**

THIS AGREEMENT, made and entered into this 18th day of March, 2014, by and between The City of Beloit, Kansas, a Kansas municipality, party of the first part, and Michael Blass, party of the second part.

WITNESSETH:

The City of Beloit and Michael Blass entered into a Real Estate Contract dated October 2012 for the sale of Lots 8 and 9, Block 8, North Campus Addition. As a part of that contract the City of Beloit and Michael Blass entered into an agreement whereby the City granted Michael Blass the option to purchase three (3) additional lots to-wit: Lot 7, Block 8, and Lots 15 and 16, Block 9, North Campus Addition, at a price of \$500.00 per lot, for a total of \$1,500. Michael Blass paid this \$1,500 to the City at closing.

On May 21, 2013, the City of Beloit, Michael Blass, and Michael Cooper executed an agreement whereby the parties agreed that Michael Blass' options to purchase Lots 15 and 16, Block 9, North Campus Addition would be extinguished due to the purchase of Lots 15 and 16, Block 9, by Michael Cooper. As a part of that agreement, in return for the extinguishment of the options on Lots 15 and 16, Block 9, the City of Beloit agreed to grant Michael Blass options on two other tracts in the North Campus Addition. Specific tracts for these options were never identified by Michael Blass or the City of Beloit pursuant to the May 21, 2013 Agreement.

Further, on October 15, 2013, Blass sold his option to purchase Lot 7, Block 8, to Justin and Heidi Rexroat for the sum of \$500.00.

Michael Blass wishes to extinguish his two (2) remaining options for tracts in the North Campus Addition.

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. EXTINGUISHMENT OF OPTIONS.

The two remaining options purchased by Michael Blass from the City of Beloit in October 2012 at a price of \$500.00 each are hereby extinguished. It is understood and agreed that upon execution of this Agreement and the payment of the sum stated herein that Michael Blass no longer holds any option to purchase tracts of property in the North Campus Addition from the City of Beloit and the three (3) options previously contracted between the parties are hereby extinguished.

2. REFUND.

In return for the extinguishment of Michael Blass' two remaining options, the City of Beloit agrees to refund Michael Blass the sum of One Thousand and No/Dollars (\$1,000) upon execution of this Agreement by both parties.

3. BINDING ON HEIRS:

This contract shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, this contract has been executed by the parties hereto on the day and year first above written.

THE CITY OF BELOIT, BELOIT, KANSAS
a Kansas municipality

Tom Naasz, Mayor

Date: _____

ATTESTED BY:

Amanda J. Lomax, City Clerk

Michael Blass

Date: _____

ITEMS FOR COUNCIL DISCUSSION

DATE:

March 18, 2014

TITLE:

WORK SESSION DISCUSSION

DISCUSSION:

Items for discussion at your March 18, 2014 Work Session will include the following:

1. Public Works job description – Enclosed is an updated job description for the proposed public works director position. Also included is a salary survey for cities that have a public works director.
2. Impound Fees. Enclosed is a proposed resolution that would establish impound fees for vehicles seized by the Beloit Police Department. We currently have no impound fees. This fee structures copies Mitchell County's impound fee structure.
3. Cable Franchise Agreement. Enclosed is a franchise agreement with Cunningham Cable. This is a five year agreement that has expired. The major questions facing the city are the length of the contract and the franchise fee amount. The current franchise fee is at 3% of gross revenues which generates approximately \$26,000 per year for the city.

Respectfully submitted,

Glenn Rodden
City Administrator

City of Beloit

POSITION DESCRIPTION

POSITION TITLE: Public Works Director

SALARY RANGE: 35

DEPARTMENT: Water, Wastewater, and Transportation Department

GENERAL PURPOSE

Performs a variety of supervisory, administrative, skilled, technical, and maintenance work in the planning, construction, operation, repair, maintenance, and replacement of City water, sanitary sewer, storm sewer and street facilities and systems. Performs complex supervisory, administrative and professional work in planning, organizing, directing and supervising the Transportation Department, including storm water, street, traffic control, light other public works projects and programs.

SUPERVISION RECEIVED

Works under the general supervision of the City Administrator.

SUPERVISION EXERCISED

Exercises close supervision over assigned operating and maintenance workers:

- 1) Water and Sewer Foreman
- 2) Water and Sewer Plant Operator
- 3) Street Foreman
- 4) Project Coordinator
- 5) Street Maintenance and Construction Worker

PRIMARY DUTIES AND RESPONSIBILITIES

Plans, schedules and implements construction, maintenance, and operation activities designed to provide quality water, sewer, and street services for the city; oversees construction and maintenance work to determine acceptability and conformance to standards.

Trains, supervises and disciplines employees performing the duties of maintenance, construction and repair of water, and sewer facilities.

Supervises the control and use of, and assumes responsibility for all materials, supplies and equipment used in the maintenance, construction and repair of water systems, sewer collection systems, streets, alleys and other department facilities.

Inspects and supervises the repair of water treatment facility and equipment, pumping stations, wells, lake, manholes, lift stations, and sewer treatment facility at frequent intervals to insure that all aspects of the systems are functioning properly.

Requisitions needed supplies for the department and maintains a variety of records relating to personnel, equipment, supplies, water consumption and reports.

Advises city officials in matters relating to department activities; provides information to various civic, school and public groups and individuals regarding water and sewer services.

Supervises, instructs and assists assigned crews in installing new water and sewer lines, installing and relocating fire hydrants and meters, and maintaining the existing water supply, distribution, sewer collection systems, street construction, street and alley maintenance.

Insures that all necessary materials, supplies and equipment are available by maintaining an inventory of parts and materials and obtaining necessary parts, tools and supplies from the storeroom.

Supervises the location of gas, telephone, power, television, water and sewer lines from the appropriate sources prior to excavation and informs crew of such locations.

Responds to complaints regarding water leaks, pressure loss or no water; evaluates situation, determines if liability lies with the city or the property owner; explains findings to property owners and notifies appropriate water and sewer crew if necessary.

Contacts residents and business owners in area where services will be discontinued and explains when services will be shut off and how soon it will be turned back on.

Insures the proper maintenance of equipment and tools by supervising and participating in cleaning and checking equipment and tools after use.

Oversees the safety of assigned maintenance workers and equipment operators by instructing individuals in proper safety procedures and monitoring work in progress.

Assists in motivating and evaluating personnel by acting as a liaison between crew members and other City supervisors.

Inspects and assists in the control and use of supplies and equipment used in the maintenance, construction and repair of water lines, sewer lines, streets, alleys, storm sewer, and other department facilities to insure that all equipment is in proper working order.

Analyzes annual operating costs and makes recommendations for department budget.

Provides recommendations regarding major purchases and requisitions all supplies and materials needed for effective department operation.

Responds to emergency call-outs.

Prepares and documents budget requests; administers adopted budget in assigned area of responsibility.

Plans, organizes, coordinates, supervises and evaluates programs, plans, services, staffing, equipment and infrastructure of the Transportation Department.

Evaluates street needs and formulates short and long range plans to meet needs in all areas of responsibility, including transportation, street, drainage and lights.

Oversees the preparation of engineering plans and specifications, bidding, competency of contractors and vendors, and the selection criteria for public contracts.

Oversees project management for the construction of the municipal street projects; oversees assigned projects to ensure contractor compliance with time and budget parameters for the project.

Coordinates the preparation of reviews and updates the street system maps, data base and comprehensive plans.

Oversees the maintenance of infrastructure records.

Maintains regular contact with consulting engineers, construction project engineers, City, County, State and Federal agencies, professional and technical groups and the general public regarding division activities and services.

Monitors inter-governmental actions affecting streets.

SECONDARY DUTIES

Operates a variety of power construction and maintenance equipment used in the water and sewer department.

Required to be on-call on a rotating basis outside of regularly scheduled work hours.

Serves on various employee or other committees as assigned.

Assists in the training of City personnel in street systems and techniques.

DESIRED MINIMUM QUALIFICATIONS

Education and Experience

- (A) Bachelor's Degree in Business Administration, Public Administration, or Civil Engineering, and
- (B) Five (5) years of experience relating to the construction, repair and maintenance of water, sewer systems, streets, alleys, and storm sewer, including the operation of related maintenance equipment, or
- (C) Any equivalent combination of education and experience.

Necessary knowledge, Skills and Abilities

- (A) Thorough knowledge of equipment, facilities, materials, methods and procedures used in public water supply and distribution systems and sewer collection systems; and thorough knowledge of pipe installation, connection and repair; street maintenance and construction; and
- (B) Skill in operation of the listed tools and equipment.
- (C) Ability to guide, direct and motivate employees; Ability to operate and maintain various equipment used in water maintenance and repair such as backhoe, dump trucks and sewer cleaners; Ability to organize and supervise the activities of various crews performing construction and maintenance work; Ability to communicate effectively, verbally and in writing; Ability to establish and maintain effective working relationships with employees, other departments and the public.
- (D) Considerable knowledge of civil engineering principles, practices and methods as applicable to a municipal setting; thorough knowledge of applicable City policies, laws and regulations affecting Department activities.

SPECIAL REQUIREMENTS

Must possess a valid State driver's license with CDL endorsement or have the ability to obtain one prior to employment.

Registration as a Professional Engineer is ideal.

Insurable driving record with city's insurance carrier.

Kansas Class IV Water Supply System Certification.

Kansas Class III Wastewater Treatment Certification.

Kansas Class III Wastewater System Treatment Certification.

TOOLS AND EQUIPMENT USED

Knowledge of operation and use of motorized vehicles and equipment, including pickup truck, utility truck, backhoe, man-lift, tamper, compactor, saws, pumps, compressors, generators, trencher, common hand and power tools, shovels, wrenches. Skill in use of detection devices, mobile radio, phone, personal computer including word processing and other software, copy and fax machine.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, feel or operate objects, tools, or controls and reach with hands and arms. The employee frequently is required to stand and talk or hear. The employee is occasionally required to walk; sit; climb or balance; stoop, kneel, crouch, or crawl; and smell.

The employee must frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee occasionally works near moving mechanical parts and is occasionally exposed to wet and/or humid conditions and vibration. The employee occasionally works in high, precarious places and is occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, and risk of electrical shock.

The noise level in the work environment is usually loud in field settings, and moderately quiet in office settings.

SELECTION GUIDELINES

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

CITY	Population	Hourly	Yearly
Westwood	1,500	32.67	67,961.92
Kechi	1,796	27.00	56,160.00
Cheney	2,084	30.50	63,440.00
Cimarron	2,102	21.00	43,680.00
Seneca	2,250	24.20	50,336.00
Fredonia	2,331	24.10	50,128.00
Phillipsburg	2,349	30.35	63,128.00
Clearwater	2,437	29.45	61,256.00
Kingman	2,931	23.90	49,712.00
Hiawatha	3,182	22.28	46,342.40
Lindsborg	3,224	32.50	67,600.00
Maize	3,346	26.71	55,556.80
Lyons	3,400	22.86	47,548.80
Scott City	3,488	27.06	56,284.80
Larned	3,540	26.50	55,120.00
Tonganoxie	3,680	33.00	68,640.00
Rose Hill	4,091	27.88	57,990.40
Russell	4,185	27.08	56,326.40
Basehor	4,392	32.39	67,371.20
Colby	4,834	28.94	60,195.20
Ulysses	5,515	31.52	65,561.60
Eudora	6,260	32.70	68,016.00
Pratt	6,315	34.54	71,843.20
Bel Aire	6,873	30.00	62,400.00
Bonner Springs	7,248	35.28	73,382.40
Wellington	7,677	28.65	59,592.00
Average	3,886	28.58	59,445.12

RESOLUTION _____

**MITCHELL COUNTY, KANSAS
BOARD OF COMMISSIONERS**

A RESOLUTION ESTABLISHING A PROCEDURE FOR THE IMPOUNDMENT OF MOTOR VEHICLES AND ESTABLISHING FEES.

WHEREAS, Mitchell County, Kansas, is a county corporation with the power of home rule pursuant to K.S.A. 19-101a;

WHEREAS, vehicles that have been abandoned and/or seized under the law are a concern of the County and procedures and fees need to be adopted to create an orderly process for the disposition of these vehicles;

IT IS THE FINDING AND RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS that:

Section 1. Definitions.

For the purpose of this resolution, the following terms, phrases, words and their derivations shall have the following meanings:

Highway. The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel. Where the word "highway" or the word "street" is used in this article, it means street, avenue, boulevard, thoroughfare, alley, and other public way for vehicular travel by whatever name, unless the context clearly indicates otherwise.

Motor Vehicle. Every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, except devices moved by human power or used exclusively on stationary rails or tracks.

Owner or Occupant. A party having fee simple title in the real property, or a party having a leasehold interest in the real property, or a party who is the beneficiary of a private easement for the purpose of egress or ingress to or from said real property.

Section 2. Impounding Vehicles.

The Sheriff may cause to be impounded:

(a) Any motor vehicle unlawfully parked on a highway in violation of any provision of a statute, resolution or ordinance which prohibits the parking of vehicles at the place where or time when the impounded motor vehicle is found.

(b) Any motor vehicle that has been abandoned and left on a highway or other property open to use by the public for a period in excess of 48 hours pursuant to K.S.A. 8-1102.

(c) Any motor vehicle which:

- (1) Is subject to removal pursuant to K.S.A. 8-1570, or 8-1102, or
- (2) Is subject to seizure and forfeiture under the laws of the state, or
- (3) Is subject to being held for use as evidence in a criminal trial.

(d) Any motor vehicle, the continued presence of which, because of the physical location or condition of the motor vehicle, poses a danger to the public safety or to the motor vehicle.

(e) Any motor vehicle which has been abandoned or parked on any real property, other than public property or property open to use by the public, may be moved and disposed of in accordance with the terms of this article by the Sheriff upon the request of the owner or occupant of such real property. The real property referred to herein shall not be owned or leased by the person who abandons or parks said vehicle or by the owner or lessee of such vehicle. The County; or any person, partnership, corporation or their agent conducting a business enterprise for the purpose of towing vehicles which removes such vehicle from the real property at the request of the Sheriff shall have a possessory lien on such vehicle for the cost incurred in removing, any impound, towing and storing of such vehicle.

Section 3. Location.

The Sheriff may authorize storage of such impounded motor vehicles at any location, public or private.

Section 4. Notice of Impoundment; Storage of Vehicle.

(a) When Owner Present. When the Sheriff intends to impound a motor vehicle pursuant to Section 2 and the owner of the motor vehicle is then present, the Sheriff shall before the motor vehicle is removed, provide the owner with a notice, in the form prescribed by the Sheriff that the motor vehicle is being impounded, that towing and storage charges will be assessed against the impounded motor vehicle, that the owner may claim and regain possession of the

impounded motor vehicle at the location to which it is being removed for storage and that the owner may request a hearing as to the propriety of the impoundment and as to the amount of and the owner's liability for the impound, towing and storage charges. The notice shall also state the location where the impounded motor vehicle will be stored and the place where the owner may make his or her request for the hearing. The notice shall also state, in prominent language, that failure by the owner to request a hearing within five days after receipt of the notice may act as a waiver of his or her right to a hearing and that this may result in the placing of a lien against the motor vehicle for the impound, towing and storage charges without further notice to the owner; and that the motor vehicle be sold at public auction to the highest bidder for cash after 15 days from the date of the mailing of the notice. The owner of the impounded motor vehicle shall sign the notice as an acknowledgment that he or she has received a copy of the notice and a copy of the notice shall be provided to the owner.

(b) When Owner not Present. When the Sheriff impounds and removes a motor vehicle pursuant to Section 2(a) and the owner of the motor vehicle is not present at the time of the impoundment, the Sheriff shall, if such motor vehicle has displayed thereon a registration plate issued by the division of vehicles and has been registered with said division, mail a notice by certified mail to the registered owner thereof, addressed to the address as shown on the certificate of registration, and to the lienholder, if any, of record in the county in which the title shows the owner resides, if registered in this state. The notice shall be in the form prescribed by the Sheriff containing the same information as required by Section 4(a). The Sheriff shall use reasonable diligence in determining the title owner, or any lienholders of record. If the owner cannot be served by certified mail at the address on the motor vehicle registration and there is no other known address of the owner, the owner shall be deemed to be a resident of the state whose whereabouts are unknown and service shall be made on the Secretary of State as provided in K.S.A.8-401.

If the owner does not reside in the state, as appears from the motor vehicle registration and the owner cannot be served by certified mail at the address on the motor vehicle registration and there is no other known address of the owner, the owner shall be deemed a nonresident of the state and service shall be made on the Secretary of State as provided in K.S.A.8-401.

(c) Failure or Refusal to Sign Notice. If any person required by this section to sign a notice of impoundment willfully fails or refuses to do so, or if such person cannot be found, the Sheriff shall note this fact on the face of the notice, which shall constitute prima facie evidence of delivery or service of notice as required by this section.

Section 5. Impoundment After Request to Leave Motor Vehicle.

In all cases wherein the owner or operator of a motor vehicle which is on a public street has requested that the motor vehicle be left unattended at that location, in lieu of impoundment of the motor vehicle pursuant to Section 2 the Sheriff may honor said request for a period of time not exceeding 24 hours, after which time the motor vehicle shall either be removed from the location by the owner or operator or be impounded by the Sheriff pursuant to Section 2. The Sheriff shall be immune from liability for any damage, loss or destruction of the motor vehicle occasioned by its being left unattended pursuant to the request of the owner or operator thereof, in lieu of impoundment. Nothing in this section shall be construed to limit the authority of the Sheriff to order the removal of a motor vehicle by its owner or operator or to impound a motor vehicle pursuant to Section 2 at any time whenever in his or her judgment the presence of the unattended motor vehicle constitutes a danger to the public safety.

Section 6. Release of Motor Vehicle from Impoundment.

(a) Generally, unless the vehicle is impounded pursuant to Section 2(c) herein the owner of an impounded motor vehicle may secure the release of the motor vehicle from impoundment upon requesting such release and presenting proof of ownership satisfactory to the custodian of the place where the motor vehicle is stored. If the custodian is satisfied that the person making the request is the owner or his or her authorized agent, he or she shall release the motor vehicle to the owner or his or her agent upon full payment of any the impound, towing and storage charges that may be assessed against the motor vehicle. At the same time as the owner or his or her agent requests release of the impounded motor vehicle, and if such request is made with 40 days after the owner receives a copy of the notice of impoundment, the Sheriff shall provide him or her an opportunity to make a request for a hearing on the propriety of the impoundment and on the amount of his or her liability for the impound, towing and storage charges occasioned by the impoundment; provided, that if the owner or his or her agent requests release of the impounded motor vehicle more than 40 days after the owner receives a copy of the notice of impoundment, no hearing may be requested on the impoundment or on the towing and storage charges and the owner shall be conclusively presumed to have consented to the impoundment and to the amount of and his or her liability for the towing and storage charges.

(b) Security for Payment of Charges. The owner or his or her agent shall deposit with the custodian of the impounded motor vehicle cash in the amount of the impound, towing and storage charges to the date of the request. If the owner or his or her agent refuses to provide the cash deposit, the custodian shall not authorize release of the impounded motor vehicle but if the request is timely made, a date shall be set for the hearing on the impoundment and charges.

(c) Motor vehicles impounded under Section 2(c) may be released only after receiving the approval of the County Attorney.

(d) Nothing in this Resolution shall limit the ability of the Sheriff and County Attorney to negotiate a settlement of any impound, towing and storage charges.

Section Seven. Hearing.

If the owner of an impounded motor vehicle or his or her agent timely requests the release of the motor vehicle from impoundment and a hearing on the impoundment and charges, as provided herein, a date shall be set, not more than five days after the date of request, for the hearing. The County Attorney shall provide a hearing examiner to conduct the hearings required by this section. At the hearing, the owner, his or her agent, or his or her attorney shall be afforded an opportunity to present, by oral testimony or documentary evidence, his or her objections to (a) the impoundment of the motor vehicle and (b) (1) the amount of the impound, towing and storage charges and (2) his or her liability for the payment thereof. If the owner or his or her agent requested the hearing more than five days but not more than 40 days after the owner received a copy of the notice of impoundment, the owner, his or her agent or his or her attorney shall be required at the hearing, as a condition precedent to the presentation of any objections by the owner, to show good cause for the delay in making the request more than five days after the owner received a copy of the notice of impoundment: if good cause cannot be shown, the hearing officer shall dismiss the hearing and make the finding stated in subsection (b) below; otherwise, the hearing examiner shall proceed to hear the owner's objections. At the conclusion of the hearing on the owner's objections, the hearing examiner shall render a decision if the hearing examiner finds:

- (a) That the impoundment was improper, he or she shall:
 - (1) Find that the owner is not liable for any impound, towing or storage charges occasioned by the impoundment and
 - (2) Determine whether and to what extent the county shall be liable for the expense of the towing and storage charges; or

- (b) That the impoundment was proper, he or she shall establish:
 - (1) The amount of the impound towing and storage charges to be assessed against the impounded motor vehicle and
 - (2) The extent of the liability of the owner for payment of the impound, towing and storage charges so established. The decision of the hearing examiner shall be final, and a copy of the decision shall be furnished to the owner of the impounded motor vehicle, to the custodian of the place where the motor vehicle is stored and to the County Attorney.

In the event that the impoundment was pursuant to K.S.A. 8-1102(b), the owner or occupant of the real property upon which the abandoned vehicle was

located shall not be assessed the costs of towing and storage of the vehicle. Further, nothing within this article shall be construed to modify or affect the validity of the possessory lien of the person removing such vehicle from the real property established by K.S.A. 8-1102(b).

Section 8. Charges Constitute a Lien.

The impound, towing and storage charges occasioned by the impoundment of a motor vehicle pursuant to Section 2 shall be and constitute a lien upon the impounded motor vehicle, except as provided in this section. If the hearing examiner finds pursuant to Section 7 that the impoundment was improper and if he or she determines that the County shall bear part or all of the towing and storage charges, the lien created by this section shall be discharged. If the hearing examiner finds pursuant to Section 6 that the impoundment was proper but that the impound, towing and storage charges should be in an amount less than the amount of the lien, the lien created by this section shall be discharged to the extent that it exceeds the amount established by the hearing examiner. The holder of a lien created by this section may perfect such lien in any manner provided by law, but he or she may not retain possession of the motor vehicle when it has been released pursuant to Section 6(a). In the event that the impounded motor vehicle is released from impoundment and the owner or his or her agent has provided security for payment of charges as required by Section 6(b), the lien created by this section shall also be a lien against the security so provided, subject to being wholly or partially discharged as provided in this section.

Section 9. Satisfaction of Lien; Notice of Public Sale.

The holder of a lien against a motor vehicle created by Section 8, to the extent that such lien has not been discharged as provided in Section 8 or otherwise satisfied, may enforce such lien in any manner provided by law after 60 days from the date the motor vehicle is impounded by the Sheriff. If the owner of the motor vehicle or his or her agent has provided security for the payment of the lien as provided in Section 6(b), the lien shall first be satisfied out of the security so provided and, if any portion of the lien remains unsatisfied and undischarged, may then be enforced in any manner provided by law. If the motor vehicle against which the lien is created pursuant to Section 8 is still under impoundment 60 days from the date it is impounded by the Sheriff and the owner has not requested release of the motor vehicle from impoundment nor paid the impound, towing and storage charges that are the basis for the lien, the motor vehicle shall be sold at public sale to the highest and best bidder for cash to satisfy the lien. Notice of the sale shall be given in accordance with K.S.A. 8-1102. Publication, required by K.S.A. 8-1102, may be made before the termination of the 60 day period for a sale thereafter.

Section 10. Redemption.

If the County is to conduct the sale:

(a) Any holder of a recorded lien or retained title on a motor vehicle to be sold by the County under the provisions of Section 9 may claim and take possession thereof, upon payment of accrued charges and estimated costs of publication of the notice of sale to the Sheriff and the deposit with the Sheriff of sufficient assurance by surety bond or otherwise, approved by the County Attorney, that the motor vehicle will be forthcoming for public sale thereof or upon claim of the rightful owner prior to the sale. The Sheriff shall, within three days, make a report to the County Treasurer and deliver the charges and costs so paid to the county treasurer, taking a receipt therefor and filing it, together with a duplicate copy of the report to the county treasurer, with the records in his office. The finds shall be held in a trust account until final disposition of the motor vehicle. Not less than five days before the date for sale of the motor vehicle, the Sheriff shall notify the lienholder or retained titleholder of the time and place for the sale, and the lienholder or retained titleholder shall deliver such motor vehicle to the Sheriff at or before 12:00 noon of the day before the sale. At the sale the amount paid shall be credited on the bid of the lienholder or retained titleholder. If the lienholder or retained titleholder is the successful bidder for the motor vehicle, the Sheriff shall report this fact to the county treasurer and then the funds previously paid by the lienholder or retained titleholder shall be relieved of the trust previously impressed and become the same as other finds received by the county for storage and costs of impounded motor vehicles. If the motor vehicle is sold for a higher bid to any person other than the lienholder or retained titleholder, the Sheriff shall report this fact to the county treasurer and the lienholder or retained titleholder shall be refunded the amount previously paid by him out of the trust account.

(b) And if the rightful owner of the motor vehicle claims the same before the sale by payment of the accrued charges, the Sheriff shall immediately notify the lienholder or retained titleholder in possession of the motor vehicle and he or she shall return the same to the Sheriff within 12 hours. The Sheriff shall report this redemption by the rightful owner to the county treasurer and the lienholder or retained titleholder shall be refunded the amount previously paid by him or her out of the trust account.

Section 11. Sale Proceeds.

The proceeds of a public sale held pursuant to Section 3 whether such sale was conducted by the county or by any other person, after payment of the towing and storage charges and costs and expenses incident to the sale, shall be deposited with the county treasurer, if the owner of the motor vehicle is absent from the sale, for credit to the trust account. The funds deposited in the trust account pursuant to this section shall remain in the account subject to the order of the person legally entitled thereto, but if no claim is made for these funds

within a period of one year after the sale, the funds shall become the property of the county, be released from the trust account and be paid into the general fund as miscellaneous revenues.

Section 12. Statutory Procedures.

Nothing in this article shall be construed to augment, diminish, supersede or otherwise interfere with any statutory procedure established by the legislature for the collection of unpaid towing and storage charges. The procedures in this article are supplementary and cumulative to any statutory procedures.

Section 13. Implementation of Resolution.

The Sheriff and County Clerk are authorized to make rules for the implementation and administration of this article.

Section 14. Reimbursement for Discharged Liens.

If a lien created by Section 8 and held by a private wrecker or towing firm is discharged by Section 8 pursuant to a determination by a hearing examiner that an impoundment was improper and that the county shall bear part or all of the towing and storage charges, the county shall pay to the firm the amount determined by the hearing examiner. No payment shall be made until it is authorized by the county attorney.

Section 15. Fees

The following fees are hereby established for every motor vehicle impounded under this resolution:

- a. Impound Fee of \$75.
- b. Daily Storage Fee of \$25 (including the day of impound and day of release).

This resolution shall become effective upon publication in the official county newspaper.

Adopted by the Board of County Commissioners, Mitchell County, Kansas, this
5th day of August, 2013.

MITCHELL COUNTY BOARD OF COMMISSIONERS

Mike Cooper, Chairman

Tom Claussen

Jim Marshall

Attest:

Mitchell County Clerk

ORDINANCE NO. 1985

AN ORDINANCE GRANTING CUNNINGHAM COMMUNICATIONS, INC., OF GLEN ELDER, KANSAS, A FIVE (5) YEAR NONEXCLUSIVE RIGHT, AUTHORITY, POWER AND FRANCHISE TO ESTABLISH, CONSTRUCT, ACQUIRE, MAINTAIN AND OPERATE A CLOSED-CIRCUIT ELECTRONIC SYSTEM WITHIN THE CITY OF BELOIT, KANSAS; TO RENDER, FURNISH AND SELL CLOSED-CIRCUIT ELECTRONIC SERVICE FROM SUCH SYSTEM TO THE INHABITANTS OF THE CITY OF BELOIT, KANSAS; AND TO USE AND OCCUPY THE STREETS, AS DEFINED BY SAID ORDINANCE, AND OTHER PUBLIC PLACES WITHIN THE CORPORATE LIMITS OF SAID CITY FOR ITS CLOSED-CIRCUIT ELECTRONIC SYSTEM, AS BY SAID ORDINANCE PROVIDED.

WHEREAS, pursuant to K.S.A. 12-2007 there was published in the official city newspaper on the 5th day of May, 2004, a Notice of Public Hearing, whereby notice was given that a public hearing on said application by Cunningham Communications, Inc., for a five (5) year nonexclusive franchise with the City of Beloit, Kansas; and

WHEREAS, under date of May 12, 2004, Cunningham Communications, Inc. made written application to the Governing Body of the City of Beloit, Kansas, for a nonexclusive franchise for a Closed-Circuit Electronic Service System for a period of five (5) years; and

WHEREAS, on May 18, 2004, the Governing Body of the City of Beloit, Kansas, acknowledged receipt of the written application by Cunningham Communications, Inc., for said nonexclusive franchise; and

WHEREAS, a public hearing was held and conducted in accordance with the laws of the State of Kansas and said published Notice of Public Hearing, and it has been determined that Cunningham Communications, Inc. be granted a five (5) year nonexclusive right, authority, power and franchise to establish, construct, acquire, maintain and operate a Closed-Circuit Electronic System within the City of Beloit, Kansas; to render, furnish and sell closed-circuit electronic service from such System to the inhabitants of the City of Beloit, Kansas; and to use and occupy the streets, as defined by said ordinance, and other public places within the corporate limits of said City for its Closed-Circuit Electronic System, as by said ordinance provided, all for the benefit of its subscribers and viewers.

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

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

- (a) "Cable Information Service" shall mean a digital two-way interactive service provided over the Cable System using a cable modem and Internet protocols, which may include separately or in combination, broadband connectivity between the customer, access to the Internet, interactive content and programming, menus, navigational aids, electronic mail, access to newsgroups, a web browser, Website hosting and other enhancements.
- (b) "Cable Service" shall mean:
 - (i) the one-way transmission to subscribers of video programming, or other programming service, and
 - (ii) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- (c) "Cable System" shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within the City.

- (d) "City" shall mean the City of Beloit, Kansas.
- (e) "Downstream Transmission" shall mean the transmission of signals from the Headend to remote points on the Cable System or to interconnection points on the Cable System.
- (f) "Facilities" or "Facility" shall mean any distribution or transmission component of a cable system.
- (g) "FCC" shall mean the Federal Communications Commission of the United States government, or such successor agency or department.
- (h) "Franchise Area" shall mean the area within the City and within one-half (1/2) mile radius from the city limits of the City, which the Grantee is authorized to provide services under this Franchise, and any amendments thereto.
- (i) "Grantee" shall mean Cunningham Communications, Inc. and any other divisions or affiliates providing services over the Cable System.
- (j) "Gross Revenues" shall mean for purposes of franchise fee calculations all revenues received by Grantee from the operation of the Cable System to provide Cable Services and Cable Information Services within the City. Gross Revenues shall include, without limitation, subscriber revenues, basic monthly service fees, premium service fees, installation and reconnection fees, leased channel fees, additional outlet fees, converter rentals, remote control rentals, and fees for subscription audio services, all adjusted for non-payment. Gross Revenues shall not include amounts collected for taxes, franchise fees, late fees, local origination programming or access programming fees, or revenues from Non-Cable Services.
- (k) "Headend" shall mean a facility for signal reception and distribution on a Cable System including cables, antennas, wires, satellite dishes, monitors, switches, modulators, processors, and all other related equipment and facilities.
- (l) "Non-Cable Services" shall mean those services not explicitly defined as Cable Services or Cable Information Services, including without limitation, telephone services.
- (m) "Public improvement" shall mean any existing or contemplated public facility, building or capital improvement project, including, without limitation, streets, alleys, sidewalks, sewer, water, drainage, Right-of-way improvement and public projects.
- (n) "Public project" shall mean any project planned or undertaken by the City or any governmental entity for construction, reconstruction, maintenance, or repair of public facilities or Public improvements, or any other purpose of a public nature.
- (o) "Right-of-way" shall mean present and future streets, alleys, Right-of-way and public utility easements, including public utility easements and Right-of-way dedicated in plats to the City.
- (p) "Upstream Transmission" shall mean the carrying of a transmission to the Headend from remote points on the Cable System or from interconnection points on the Cable System.

Section 2. Grant of Franchise.

- (a) Pursuant to K.S.A. 12-2001 ET SEQ., and K.S.A. 12-2006 ET SEQ. the City grants to the Grantee the non-exclusive right, privilege and franchise to construct, maintain, extend and operate its Facilities, in, through and along the Right-of-way for the purpose of providing Cable Services and Cable Information Services to the City and its inhabitants for the full term of this Franchise; subject to the terms and conditions of this Ordinance and applicable law.

- (b) Nothing in this Agreement shall be interpreted as providing the Grantee the right, privilege or franchise to construct, maintain, extend or operate facilities, equipment, wiring, or attendant materials, in, through and along the Right-of-Way for the purpose of providing Non-Cable Services to the City and its inhabitants, except as otherwise permitted by this Ordinance and applicable laws.

Section 3. Use of Right-of-way. In the use of the Right-of-way under this Ordinance, the Grantee shall be subject to all applicable local, state and federal law and regulations. In addition, Grantee shall comply with the following:

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

The Grantee agrees to indemnify and hold the City harmless from any and all penalties or costs, including attorney's fees, arising from the actions of the Grantee, or of the City at the written request of the Grantee, in seeking to safeguard the confidentiality of information provided by the Grantee to the City under this section.

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

- (d) Except in cases of an emergency, a minimum of fourteen (14) days prior to construction, reconstruction or relocation of any facilities in the Right-of-way, the

Grantee shall submit to the City Administrator, or his or her designee, for approval, plans and specifications of the proposed installation. Such approval shall not be unreasonably withheld, delayed or conditioned. City review shall only concern matters related to the interests of the City as set forth in this Ordinance.

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

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

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

Section 4. Public Tree Care. The City or Grantee may care, prune, trim and remove trees located in or on the City Right-of-way pursuant to the provisions of Section 15-309 of the City Code of the City of Beloit, as may be necessary to insure safety.

Section 5. Location of Underground Equipment and Facilities. Where necessary, the Grantee's equipment shall be placed underground in such locations as shall be determined by mutual agreement between the City and Grantee, without expense to the City.

Section 6. Franchise Fee.

- (a) In partial consideration for the grant of this Franchise and the premises, the Grantee agrees to pay and the City agrees to accept as adequate compensation and consideration for the Franchise granted in lieu of any occupation, license, or privilege tax or any lease or easement charge, a franchise fee as defined herein. The Grantee shall pay to the City as a Cable Service franchise fee a sum equal to three percent (3%) of Gross Revenues derived from the operation of Grantee's Cable System to provide Cable Services within the corporate limits of the City and within one-half (1/2) mile radius from the city limits of the City.
- (b) Grantee shall also pay as a Cable Information Service franchise fee to the City a sum equal to three percent (3%) of Gross Revenue derived from the operation of Grantee's Cable System to provide Cable Information Services within the corporate limits of the City, and within one-half (1/2) mile radius from the city limits of the City, unless the City's authority to require such payments is expressly preempted by state or federal law.
- (c) The franchise fee shall be paid annually to the City during the term of the franchise, for each preceding 12 month period. The Grantee shall pay the applicable fee to the city within forty-five (45) days of the last day of the applicable 12th month for which a fee payment is due. Payments received after the due date shall be subject to a one-time charge equal to ten percent (10%) of the payment due. The Grantee shall provide with every payment required pursuant to this Section a completed report in substantially the same form as Exhibit A.
- (d) The franchise fee shall be in lieu of all other licenses, charges, fees or impositions (other than the usual general or special ad valorem taxes or special assessments) which might be imposed by the City for the privilege of operating Grantee's Cable System and Facilities within the City.

Section 7. Billing Services. During the term of the franchise, the City and the Grantee shall each provide the following services:

- (a) The City will provide billing services for Grantee and Grantee will compensate the City for such service in the manner hereinafter described.
- (b) Grantee will pay the City a total of \$1.25 in administrative fees for every bill processed by the City. This compensation shall be due the City on or before the 30th of the month following service. Further, the City agrees to add, at Grantee's option, extra information to the bill in the form of stuffers and flyers once per quarter. Grantee agrees to compensate the City \$0.25 for each additional stuffer or flyer.
- (c) Compensation will be paid to Grantee by the City on or before the 30th of the month following the service in an amount equal to the accounts receivable collected each month less the above administrative fees. Grantee agrees that the City is responsible for compensating only for the accounts receivables collected.
- (d) Grantee agrees that all customer payments are due by the 10th of the month. The parties further agree that if a customer has failed to pay their monthly bill, the City shall provide Grantee with a list containing the names and addresses of each customer who has not paid their bill. Said list will be provided to Grantee by the 23rd of the current billing month. Grantee will be responsible for disconnecting the service to that customer.

Section 8. Sharing of Space. The City encourages the conservation of Right-of-way by the sharing of space by all utilities. To the extent required by federal or state law, the Grantee shall permit any other franchised entity by appropriate contract or agreement negotiated by the parties to use any and all Facilities constructed or erected by the Grantee. All agreements and installations

shall be subject to all existing and future Ordinances and regulations of the City. Grantee agrees that it will not grant any entity rights to occupy the Right-of-way without providing notice to the City.

Section 9. Technical Requirements for Cable System.

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

Section 10. Public, Educational and Governmental Access.

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

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

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

Section 11. Cable System Service Standards. The Grantee shall provide service standards which comply, at a minimum, with Cable System service standards required by the FCC.

Section 12. Access to Information and City Audit regarding Grantee Equipment, Facilities and Revenues. The Grantee shall provide the City, or City audit representatives, with reasonable access to Grantee records, revenue codes and information documenting the total gross revenues from Cable Service as defined in this Ordinance. The Grantee shall comply with all reasonable requests for information in the performance of any audit and shall pay 50% of the actual and reasonable costs of such audit, not to exceed \$2,500 per audit.

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

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

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

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

Section 17. Changes in laws or regulations. The City or the Grantee may seek modification of this Ordinance due to changes in federal or state laws or regulations in accordance with the following procedures:

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

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

Section 19. Effective Period; Renewal.

- (a) **Initial Term of Franchise Agreement.** This Agreement shall be effective for an initial term of five (5) years after its effective date pursuant to Section 22. Upon request by the City, the Grantee and the City may periodically conduct a meeting to review this Ordinance, and related performance and cooperation issues.
- (b) **Renewal of Agreement; Modification.** At the end of the initial term and of any renewal term, this Agreement shall be extended for an additional term of five years unless either the City or the Grantee gives notice to the other of an intent not so to extend. Any such notice shall be given not less than ninety (90) days prior to the expiration of a term. If either the City or the Grantee desires to extend the effective term of this Agreement but desires to modify any of the substantive provisions

hereof, the party desiring such modification shall initiate and both parties shall follow the procedures specified in Subsections 1 and 2 of Section 17 hereof regarding any modifications including modifications due to changes in laws or regulations. If agreement of the City and the Grantee cannot be reached thereby, either party may then elect to terminate this agreement, in which case the Grantee shall have a reasonable time to remove its facilities from the right-of-way and discontinue service.

Section 20. Rights and Duties of Grantee upon Expiration of Ordinance: Upon expiration of this Ordinance, whether by lapse of time, by agreement between the Grantee and the City, or by forfeiture thereof, the Grantee has the right to remove from public property all of its Facilities used in its business within reasonable time after such expiration or forfeiture, but in such event, it shall be the duty of the Grantee immediately upon such removal, to restore the Right-of-way from which its Facilities are removed to as good condition, subject to depreciation, as before removal and without cost to the City.

Section 21. Termination or Forfeiture of Franchise.

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

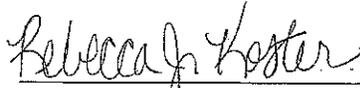
Section 22. Effectiveness. This Ordinance shall become effective after the following: 1) prior to the Grantee considering action on this Ordinance it shall hold a public hearing for public comments on the franchise issue after publication notice in the official city newspaper of the City of Beloit, Kansas, at least one week prior to the public hearing; 2) the Ordinance shall become effective immediately upon its passage, approval and publication according to law. The Grantee shall pay for the required publications of this Ordinance.

Section 23. Severability. If any provision, section or subsection of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions, sections, or subsections or applications of this Ordinance which can be given effect

without the invalid provision, section or subsection or application, and to this end the provisions, sections, and subsections of this Ordinance are declared to be severable.

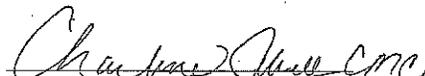
Section 24. Grantee Acceptance. The Grantee shall, within sixty (60) days, from the final publication of this Ordinance, file with the City Clerk its written acceptance of all the terms, conditions, and provisions of this Ordinance, and in case its failure to do so, this Ordinance shall be null and void. The acceptance of this Ordinance shall be in writing, and shall be duly acknowledged before some officer authorized by law to administer oaths.

PASSED and ADOPTED by the Governing Body and signed by the Mayor this 18th day of May, 2004.



Rebecca J. Koster, Mayor

ATTEST:



Charlene Abell, City Clerk

