



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

CITY COUNCIL AGENDA

Tuesday, November 3, 2015
7:00 p.m.

1. CALL TO ORDER

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

2. MAYOR AND COUNCIL REPORTS

3. STAFF REPORTS

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

4. PUBLIC COMMENT

- A. None

5. CONSENT AGENDA

- A. 10/20/2015 City Council Meeting Minutes
- B. Appropriations 11A

6. ORDINANCES

- A. None

7. RESOLUTIONS

- A. Resolution 2015-23 Unfit Structure
- B. Resolution 2015-25 Metal Poles

8. FORMAL ACTIONS

- A. K-14 Project Bid
- B. Demolition Bid
- C. Housing Rehabilitation CDBG Bid

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. Code Amendment for RV and Trailer Parking

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
October 20, 2015

The Beloit City Council met in regular session on October 20, 2015 in the Council Chambers. Mayor Tom Naasz called the meeting to order at 7:00 p.m. Council Members in attendance were Bob Richard, Kent Miller, Rick Brown, Tony Gengler, Matt Otte, Lloyd Littrell, and Robert Petterson. Also present were City Administrator Glenn Rodden, City Attorney Katie Schroeder, and City Clerk Amanda Lomax.

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

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

Councilor Petterson appreciated the cemetery presentation by Jim Bell.

City Attorney Katie Schroeder reported on the progress of the city code codification process with Citycode. The draft is completed and she is reviewing before the Council adopts the city code.

City Administrator Glenn Rodden reported on the following: 1. Security for the Westside Park is priced around \$4,000.00. 2. Glenn talked with Susan Concannon about the railroad crossings and she thought the project had been completed but will talk with KDOT about the crossings. 3. The Transportation Department is pouring concrete for the LEC parking lot.

Public Comment: Raymond Pontow addressed the Council about abandoned properties by his home. Mr. Pontow said the old church by his house has been empty for ten years and that the property owners live in California.

The Consent Agenda consisted of October 6, 2015 Council Meeting Minutes, and appropriations 10B. A motion was made by Councilor Richard and seconded by Councilor Miller to approve the consent agenda in its entirety. Roll call vote yeas: Gengler, Miller, Otte, Petterson, Littrell, and Richard. Nays: None. Councilor Brown abstained from voting because he was absent last meeting.

A motion was made by Councilor Brown and seconded by Councilor Petterson to go into Closed Session for Attorney-Client Privileged Information for a period of 15 minutes with City Attorney Katie Schroeder and City Administrator Glenn Rodden. Motion carried 7-0. Nays: None. Time started 7:15 p.m. Time Ended 7:28 p.m.

Public Hearing for Levying Street Improvements Assessment for North Campus Additions, Silver Fox Estates, Cooper's 2nd Addition, and Subdivision of the North Campus Addition started at 7:29 p.m. and ended at 7:32 p.m. Nobody from the public objected.

Resolution 2015-24 Amending Resolution 2014-20 was presented for Council for approval. A motion was made by Councilor Otte and seconded by Councilor Brown to approve Resolution 2015-24 Amending Resolution 2014-20. Roll call yeas: Richard, Gengler, Petterson, Littrell, Brown, Otte, and Miller. Motion carried 7-0. Nays: None.

Ordinance 2172 Levying Assessments on North Campus Additions was presented to Council for approval. Passing Ordinance 2172 would levy special assessments for concrete streets, curb, and gutter. A motion was made by Councilor Otte and seconded by Councilor Brown to approve Ordinance 2172 Levying Assessments on North Campus Additions. Roll call yeas: Littrell, Richard, Gengler, Petterson, Otte, Brown, and Miller. Motion carried 7-0. Nays: None.

Ordinance 2173 Levying Assessments for Silver Fox Estates, Cooper's 2nd Addition, and Subdivision of North Campus Addition was presented to Council for approval. Passing Ordinance 2173 would levy special assessments for concrete streets, curb, and gutter. A motion was made by Councilor Brown and seconded by Councilor Miller to approve Ordinance 2173 Levying Assessments for Silver Fox Estates, Cooper's 2nd Addition, and Subdivision of North Campus Addition. Roll call yeas: Littrell, Richard, Gengler, Petterson, Otte, Brown, and Miller. Motion carried 7-0. Nays: None.

Staff is recommending that Council approve the attached agreement with Kansas Department of Transportation for the Safe Routes to School Project in the amount not to exceed \$250,000.00. A motion was made by Councilor Petterson and seconded by Councilor Otte to approve the attached agreement with Kansas Department of Transportation for the Safe Routes to School Project in the amount not to exceed \$250,000.00. Motion carried 7-0. Nays: None.

Staff is recommending that Council approve a 30 day time extension for the Downtown CDBG project. A motion was made by Councilor Otte and seconded by Councilor Miller to approve a 30 day time extension for the Downtown CDBG project. Roll call yeas: Richard, Brown, Otte, and Miller. Nays: Gengler, Petterson, and Littrell. Motion carried 4-3.

A motion was made by Councilor Brown and seconded by Councilor Petterson to adjourn the meeting. Motion carried 7-0. The meeting ended at 7:43 p.m.

Work Session started 7:44 p.m. Council Members in attendance were Kent Miller, Bob Richard, Matt Otte, Tony Gengler, Rick Brown, Robert Petterson, and Lloyd Littrell. Also present were City Administrator Glenn Rodden, City Attorney Katie Schroeder, and City Clerk Amanda Lomax.

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

City Administrator Glenn Rodden went over the 2015 Pool Report with the Council.

City Engineer Stuart Porter discussed the East Main Street reconstruction project with the Council.

Work Session ended at 8:20 p.m.

TOM NAASZ, Mayor

ATTEST:

AMANDA LOMAX, City Clerk

Accounts Payable Detail Listing

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									<u>Debit</u>	<u>Credit</u>
	<u>Account#</u>	<u>Work Order</u>	<u>Description</u>							
6	ABRAM READY-MIX, INC									
64012	11/5/2015 11/5/2015		104.94 21562		CLARK403				104.94 ✓	Posted 0.00
	30-00-6150		1 CU. YD 6/27 LEC							
64013	11/5/2015 11/5/2015		944.46 21547		23388				944.46 ✓	Posted 0.00
	30-00-6150		ROCK-SIDEWALK PROGRAM-304 N CAM							
1060	ACCURATE LABS									
63968	11/5/2015 11/5/2015		278.76 SU22988						278.76 ✓	Posted 0.00
	51-41-6170		LAB REAGENTS							
12	AERO-MOD INC									
64014	11/5/2015 11/5/2015		551.46 SO28032-1						551.46 ✓	Posted 0.00
	52-41-4360		EPDM BUTTERFLY VALVE							
767	AIRGAS MID SOUTH INC									
64023	11/5/2015 11/5/2015		337.05		22811					Posted
	53-41-6230		9044582476-NITROGEN						217.65 ✓	0.00
	53-41-6000		9044582476-GLOVES						119.40 ✓	0.00
									337.05 ✓	0.00
64024	11/5/2015 11/5/2015		139.30 9044582476		22812				139.30 ✓	Posted 0.00
	53-43-6000		GLOVES							
27	ALSOP SAND CO., INC									
63969	11/5/2015 11/5/2015		744.07		23642					Posted
	30-00-8200		462625-50.30 TONS SAND						372.22 ✓	0.00
	30-00-8200		462815-25.05 TONS SAND						185.37 ✓	0.00
	30-00-8200		462432-25.2 TONS SAND						186.48 ✓	0.00
									744.07 ✓	0.00
813	AMERIPRIDE SERVICES INC.									
64015	11/5/2015 11/5/2015		83.50 2300592000		CLARK404				83.50 ✓	Posted 0.00
	10-15-6000		SHOP TOWELS-RUGS							
99	B R C BEARING CO., INC.									
64025	11/5/2015 11/5/2015		346.00 S485169-IN		22805				346.00 ✓	Posted 0.00
	53-41-4330		BEARINGS							
63	BELL MEMORIALS LLC									
63970	11/5/2015 11/5/2015		82.50 9931		23344				82.50 ✓	Posted 0.00
	10-11-6000		VEHICLE DECALS							
74	BELOIT MEDICAL CENTER, PA									
63971	11/5/2015 11/5/2015		85.00 6990		23355				85.00 ✓	Posted 0.00
	52-43-3000		PRE-EMPLOYMENT PHYSICAL							
669	BLADE-EMPIRE PUBLISHING									
63972	11/5/2015 11/5/2015		182.33		23345					Posted
	10-11-5400		147661-N CAMPUS ADDITION HEARING						50.05 ✓	0.00
	10-11-5400		147662-SILVER FOX ESTATES HEARING						50.05 ✓	0.00
	10-11-5400		147698-ORDINANCE NO. 2171						82.23 ✓	0.00
									182.33 ✓	0.00
1810	BOBCAT OF SALINA									
64016	11/5/2015 11/5/2015		395.00 051982		CLARK405				395.00 ✓	Posted 0.00
	25-00-7450		BUCKET SPILL GUARD							
102	BROWN'S ELECTRONICS, INC									
64005	11/5/2015 11/5/2015		167.98 57834						167.98 ✓	Posted 0.00
	51-41-5310		PURCHASE PHONE-ON CALL WATER P							
2867	CASTEK									
64022	11/5/2015 11/5/2015		267.18 009469		CLARK409				267.18 ✓	Posted 0.00
	25-00-6090		15 GAL BONDADE ASPHALT TACK COA'							
2842	DIG IT									
63973	11/5/2015 11/5/2015		700.00 169		22796				700.00 ✓	Posted 0.00
	53-43-3000		HYDROVAC							
193	DOLLAR GENERAL STORE-MSC-410526									
63974	11/5/2015 11/5/2015		38.00 1000458961		23384				38.00 ✓	Posted 0.00
	10-11-6000		WATER/COFFEE/SUPPLIES							

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	<u>Account#</u>					<u>Description</u>			<u>Debit</u>	<u>Credit</u>
193	DOLLAR GENERAL STORE-MSC-410526 (continued)									
64006	11/5/2015	11/5/2015	50.00	1000457787	22955					Posted
	10-19-7000			BLEACH/CANDY-MCPC					17.50 ✓	0.00
	10-19-6000			BLEACH/CANDY-MCPC					32.50 ✓	0.00
									<u>50.00 ✓</u>	<u>0.00</u>
206	DUNSTAN TRUCKING									
63975	11/5/2015	11/5/2015	551.66	15488-75.25 TONS SAND HAULED	23643				413.88 ✓	0.00
	30-00-8200			15468-25.05 TONS SAND HAULED					137.78 ✓	0.00
									<u>551.66 ✓</u>	<u>0.00</u>
2188	EMERGENCY FIRE EQUIPMENT INC									
64026	11/5/2015	11/5/2015	80.99	25944	23390					Posted
	10-14-4310			RELIEF VALVE KIT					80.99 ✓	0.00
265	GREAT PLAINS LANDSCAPE									
63976	11/5/2015	11/5/2015	1,683.00	8317						Posted
	30-00-8100			GRASS PLANTED-100 BLK S CAMPBELL					315.00 ✓	0.00
	30-00-8100			GRASS PLANTED-200 BLK E COURT					191.25 ✓	0.00
	30-00-8100			GRASS PLANTED-200 BLK S RIVER					375.75 ✓	0.00
	30-00-8100			BUFF GRASS PLANTED-HWY 9 ROLLING					801.00 ✓	0.00
									<u>1,683.00 ✓</u>	<u>0.00</u>
1279	HD SUPPLY WATERWORKS, LTD									
64017	11/5/2015	11/5/2015	2,145.92	E640000						Posted
	51-41-4360			CHLORINE VALVE & TUBING					2,145.92 ✓	0.00
2220	INTERNET CORPORATION LISTING SERVICE									
63977	11/5/2015	11/5/2015	65.00	EA093937	23352					Posted
	10-11-3000			ANNUAL WEBSITE SEARCH ENGINE LIC					65.00 ✓	0.00
367	KANSAS MUNICIPAL UTILITIES									
64027	11/5/2015	11/5/2015	690.00	200001154	22808					Posted
	53-43-2400			OVERHEAD SCHOOL-SNEATH & BAILEY					690.00 ✓	0.00
1887	KMEA GRDA OPERATING FUND									
63978	11/5/2015	11/5/2015	132,196.31	GRDA-BE-15-11	22784					Posted
	53-41-6220			NOVEMBER SERVICE					132,196.31 ✓	0.00
556	KMEA WAPA OPERATING FUND									
63979	11/5/2015	11/5/2015	16,807.45	WAPA-BL-15-10	22777					Posted
	53-41-6220			OCTOBER SERVICE					16,807.45 ✓	0.00
395	KRIZ-DAVIS CO									
63980	11/5/2015	11/5/2015	11,491.24	S101178014.001	22798					Posted
	30-00-8300			35' & 45' POLES					11,491.24 ✓	0.00
805	KRONE'S SERVICE CENTER, INC									
64018	11/5/2015	11/5/2015	172.80	14004	CLARK406					Posted
	25-00-6000			1 BOX LEATHER GLOVES					172.80 ✓	0.00
188	LAWSON PRODUCTS INC									
63981	11/5/2015	11/5/2015	317.23	9303620607	22801					Posted
	53-41-6000			PUR ROLL					317.23 ✓	0.00
405	LEAGUE OF KS MUNICIPALITIES									
63982	11/5/2015	11/5/2015	75.00		23357					Posted
	10-11-2400			15-3057-M. LOMAX-PERSONNEL ISSUES					25.00 ✓	0.00
	10-11-2400			15-3050-G. RODDEN-PERSONNEL ISSUES					25.00 ✓	0.00
	10-11-2400			15-3040-J. ROSEBAUGH-PERSONNEL ISSUES					25.00 ✓	0.00
									<u>75.00 ✓</u>	<u>0.00</u>
409	LIGHT & WATER UTILITIES									

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	<u>Account#</u>	<u>Work Order</u>	<u>Description</u>								<u>Debit</u>	<u>Credit</u>
409	LIGHT & WATER UTILITIES (continued)											
63983	11/5/2015	11/5/2015	31,805.63				23385					Posted
	10-11-6220		ADMIN								1,582.83 ✓	0.00
	10-11-6220		ADMIN SHARE								6.58 ✓	0.00
	10-13-6220		PD SHARE								6.58 ✓	0.00
	51-41-6220		WATER SHARE								6.57 ✓	0.00
	10-14-6220		FIRE DEPT								281.18 ✓	0.00
	10-15-6220		TRANSPORTATION								416.79 ✓	0.00
	10-18-6220		PARKS & REC								6,960.57 ✓	0.00
	10-20-6220		CEMETERY								76.97 ✓	0.00
	10-22-6220		AIRPORT								361.67 ✓	0.00
	51-41-6220		WATER PLANT								5,914.47 ✓	0.00
	52-41-6220		SEWER PLANT								8,215.22 ✓	0.00
	53-41-6220		POWER PLANT								117.67 ✓	0.00
	51-43-6220		WATER SYSTEMS								193.57 ✓	0.00
	52-43-6220		SEWER SYSTEMS								193.57 ✓	0.00
	53-43-6220		SYSTEMS OP SHARE								193.57 ✓	0.00
	51-43-6220		SYSTEMS OP SHARE								32.48 ✓	0.00
	52-43-6220		SYSTEMS OP SHARE								32.47 ✓	0.00
	53-43-6220		SYSTEMS OP SHARE								32.47 ✓	0.00
	10-13-6220		PD SHARE								32.47 ✓	0.00
	53-43-6220		ELECTRIC SYSTEMS								54.60 ✓	0.00
	10-19-6220		NORTH CAMPUS								7,019.20 ✓	0.00
	10-21-6220		POOL								74.13 ✓	0.00
											31,805.63 ✓	0.00
2926	TYLER LYON											
64003	11/5/2015	11/5/2015	150.00				23641					Posted
	52-43-2911		BOOT ALLOWANCE								150.00 ✓	0.00
2571	JESSE MCCLELLAN											
63984	11/5/2015	11/5/2015	298.31				22803					Posted
	53-41-5800		MILEAGE-518.8 MILES @ .575 PER MILE								298.31 ✓	0.00
424	MCHENRY ELECTRIC & SUPPLY											
63985	11/5/2015	11/5/2015	35.00	014729			23366					Posted
	25-00-4330		CHAIN SHARPENING								35.00 ✓	0.00
298	MID CONTINENT MANUFACTURING											
64028	11/5/2015	11/5/2015	1,579.14	23750			22804					Posted
	53-41-4360		CLAYTON VALVE								1,579.14 ✓	0.00
2273	MITCHELL CO REGIONAL MEDICAL FOUNDATION											
63986	11/5/2015	11/5/2015	50.00	N00000874552			23383					Posted
	10-14-3000		LAB WORK								25.00 ✓	0.00
	10-14-3000		LAB WORK								25.00 ✓	0.00
											50.00 ✓	0.00
470	MITCHELL COUNTY SOLID WASTE											
64007	11/5/2015	11/5/2015	17.85	005999			22954					Posted
	10-18-4300		LUMBER WASTE								17.85 ✓	0.00
64029	11/5/2015	11/5/2015	76.00				22815					Posted
	53-41-3000		5994-PLASTIC								11.20 ✓	0.00
	53-41-3000		5998-PLASTIC								16.40 ✓	0.00
	53-41-3000		6004-PLASTIC								10.80 ✓	0.00
	53-41-3000		6014-PLASTIC								18.80 ✓	0.00
	53-41-3000		6015-PLASTIC								18.80 ✓	0.00
											76.00 ✓	0.00
342	MUNICIPAL SUPPLY INC. OF NEBRASKA											
63987	11/5/2015	11/5/2015	300.00	0604515-IN			23638					Posted
	51-43-6000		12 SOLID WIRE								300.00 ✓	0.00
63988	11/5/2015	11/5/2015	672.00	0604514-IN			23218					Posted
	51-41-4330		4" CHECK VALVE								672.00 ✓	0.00
2301	NEX-TECH WIRELESS											
63990	11/5/2015	11/5/2015	95.01	4214562			23375					Posted
	25-00-7450		STREET DEPT.-PHONE BILL								95.01 ✓	0.00

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	<u>Account#</u>	<u>Work Order</u>	<u>Description</u>									
2832	NEX-TECH, INC. (continued)											
63989	11/5/2015 11/5/2015 26-00-3000		115.00 MA-6969 NETWORK LABOR		23354				115.00 ✓	Posted		0.00
750	NORTH CENTRAL AIR, INC											
64019	11/5/2015 11/5/2015 52-41-7490		16.00 6-8-62566 AIR FILTER CANNISTERS						16.00 ✓	Posted		0.00
527	PIERCE ELECTRONICS											
63991	11/5/2015 11/5/2015 10-14-4340 10-14-7470		328.80 28421-RADIO PARTS 28426-HANDHELD RADIO		23356				21.90 ✓ 306.90 ✓ <u>328.80 ✓</u>	Posted		0.00 0.00 0.00
2863	PIONEER RESEARCH											
63992	11/5/2015 11/5/2015 51-41-6000		774.49 243508 EN SOLV		23250				774.49 ✓	Posted		0.00
63993	11/5/2015 11/5/2015 51-41-6000		699.00 244416 HIGH TRACTION-Y		23245				699.00 ✓	Posted		0.00
1155	PLUM CREEK RESTAURANT, LLC											
63994	11/5/2015 11/5/2015 53-41-6500		1,013.46 ACCT#7157-SALES TAX EXEMPTION RE		19892				1,013.46 ✓	Posted		0.00
1263	PRAIRE FIRE COFFEE ROASTERS											
64030	11/5/2015 11/5/2015 53-41-3000		43.29 786554 COFFEE		22813				43.29 ✓	Posted		0.00
2226	REACTION ENGINEERING INC											
64008	11/5/2015 11/5/2015 10-19-7000		12,588.17 14587 BOILER CHEMICAL FOR NC HEATING		22953				12,588.17 ✓	Posted		0.00
1494	RICOH USA, INC											
64011	11/5/2015 11/5/2015 10-11-3000		294.69 5038297047 COPY MACHINE		23387				294.69 ✓	Posted		0.00
572	FRANK STEPHEN RUGG											
63995	11/5/2015 11/5/2015 10-14-6110 10-14-6110		43.10 REIMBURSEMENT FOR POSTAGE REIMBURSEMENT FOR POSTAGE		23353				28.85 ✓ 14.25 ✓ <u>43.10 ✓</u>	Posted		0.00 0.00 0.00
600	SELLERS EQUIPMENT INC											
64020	11/5/2015 11/5/2015 25-00-4330		104.85 IC131860 SWEEPER SEAL KIT/LIFT CYLINDERS		CLARK407				104.85 ✓	Posted		0.00
603	SEWELL'S MACHINE SHOP											
64009	11/5/2015 11/5/2015 10-19-7000		56.00 014068 VENT COVER-ALUMINUM (NORTH DAYC		22957				56.00 ✓	Posted		0.00
2927	SNAPPY LOGOS											
64004	11/5/2015 11/5/2015 10-13-2911		635.00 128593A PD PATCHES		20959				635.00 ✓	Posted		0.00
846	STAN'S PETROLEUM EQUIPMENT INC											
64021	11/5/2015 11/5/2015 10-22-3000		1,129.67 11547 AVIATION PUMP REPAIR & PARTS		CLARK408				1,129.67 ✓	Posted		0.00
643	STANION WHSE ELECTRIC COMPANY											
63996	11/5/2015 11/5/2015 53-43-6000 53-43-6000		1,754.92 3934233-00-ARRESTOR,CUTOUT 3934233-01-ARRESTOR,CUTOUT		22795				1,168.67 ✓ 586.25 ✓ <u>1,754.92 ✓</u>	Posted		0.00 0.00 0.00
2928	THE MITRE BOX											
64031	11/5/2015 11/5/2015 30-00-3000		12,494.00 HOUSING REHAB PROJECT-406 N CHEI		23389				12,494.00 ✓	Posted		0.00
2846	TREKK DESIGN GROUP, LLC											
63997	11/5/2015 11/5/2015 51-41-3000		4,216.50 15-001185 TASTE & ODOR STUDY		23248				4,216.50 ✓	Posted		0.00
2067	VERIZON WIRELESS SERVICES, LLC											
63998	11/5/2015 11/5/2015 53-41-5310		45.22 9754092891 POWER PLANT STAND-BY PHONE		23371				45.22 ✓	Posted		0.00

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2067	VERIZON WIRELESS SERVICES, LLC (continued)									
63999	11/5/2015	11/5/2015	234.27	3311904734	23809				234.27 ✓	Posted 0.00
	10-13-5310			PD PHONES						
64000	11/5/2015	11/5/2015	181.08	9754055435	23370				115.39 ✓	Posted 0.00
	10-11-5310			ADMIN					65.69 ✓	0.00
	10-20-5310			CEMETERY					181.08 ✓	0.00
64001	11/5/2015	11/5/2015	128.17	9754085298	23372				46.49 ✓	Posted 0.00
	53-43-5310			SYSTEMS					40.84 ✓	0.00
	52-43-5310			SYSTEMS					40.84 ✓	0.00
	51-43-5310			SYSTEMS					128.17 ✓	0.00
2066	ANGELA WATERS									
64010	11/5/2015	11/5/2015	240.00		22956				240.00 ✓	Posted 0.00
	10-17-6800			CO ED VB REFEREE-6 GAMES X \$40						
660	WICHITA WINWATER WORKS CO., INC.									
64002	11/5/2015	11/5/2015	1,568.00	20742600	23640				1,568.00 ✓	Posted 0.00
	51-43-7500			METER & 3' WIRE						
			245,556.75	64 Non-voided payables listed.						

Report Setup
 AP - Accounts Payable Listing : Vendor Name
 Filter Options
 Starting: 11/5/2015
 Ending: 11/5/2015
 Banks: All
 Payable Status: Posted, Printed, ACH, Recorded, Voided
 All Vendors Selected

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
November 3, 2015	RESOLUTION 2015-23 UNFIT STRUCTURE
ORIGINATING DEPARTMENT:	TYPE OF ACTION:
Administration	<input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION
	<input type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the City Council approve Resolution 2015-23 Unfit Structure located at 200 Roosevelt Drive owned by Jerry P. Bossen.

FISCAL NOTE:

- There is no director cost for adopting this resolution.

DISCUSSION:

Adopting this resolution directs the owner of the property located at 200 Roosevelt Drive to either repair or remove the structures located on that property.

Respectfully submitted,

Glenn Rodden
City Administrator

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



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

Building Inspectors
REPORT of UNFIT/UNSAFE STRUCTURE

To: The Governing Body of Beloit, Kansas
Re: Statement of Dangerous or Unsafe Structure
Date: September 29, 2015

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

- a) Two story, wood framed structure on a crawlspace.

A tract of land in the Southeast Quarter (SE ¹/₄) of the Southwest Quarter (SW ¹/₄) of Section Nine (9), Township Seven (7) South, Range Seven (7) West, of the Sixth P.M., City of Beloit, Mitchell County, Kansas, the bearing being taken from the true meridian and more particularly described as follows: Commencing at a point bearing S 30° 10' W, Four hundred Thirty-five (435) feet distant from where the North Line of said Southeast Quarter (SE ¹/₄) of Section Nine (9), Township Seven (7), Range Seven (7) in Mitchell County, Kansas, intersects the center of the iron bridge across the Solomon River at Beloit, Kansas; thence in a southerly direction along the West Line of Roosevelt Avenue in the City of Beloit, Kansas, on a bearing of S 7° 13' 16" E a distance of 109.0 feet to the POINT OF BEGINNING; thence continuing along said West Line of Roosevelt Avenue along previous course a distance of 46.00 feet; thence S 70° 16' 24" W a distance of 153.66 feet; thence North Thirty-one degrees (31°) Ten minutes (10') East a distance of 117.33 feet; thence S 88°00' E a distance of 77.9 feet to the Point of Beginning; the intent to convey only the lands owned by the grantor, West of County Road now Roosevelt Avenue, containing 7435 square feet, more or less, subject to all reservations, restrictions, easements and rights-of-way of record and all other visible easements.

- b) street address: 200 Roosevelt Drive
- c) owner(s): Jerry Bossen
- d) owner's agent, if any: Unknown
- e) occupant(s): None
- f) lienholder(s) of record: None
- g) other "parties in interest": None

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

This structure has been unoccupied for many years and has not been maintained. It is open to varmints, rodents and reptiles and can be considered an "attractive nuisance" to children. Due to neglect, this property has become such an "eye-sore" as to be a general blight upon the neighborhood and unsafe due to dilapidation, defects increasing the hazards of fire or accidents, and other conditions which render this structure unsafe.

Chris Jones
Building Inspector

Attachments

RESOLUTION 2015-23

RESOLUTION BY THE CITY OF BELOIT, KANSAS, CONCERNING A DANGEROUS AND UNSAFE STRUCTURE EXISTING AT 200 ROOSEVELT DRIVE 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 200 Roosevelt Drive, and has filed a report with the governing body of the City of Beloit on October 7, 2015, that a structure located on the following described real estate, to-wit:

A two story, wood framed structure on a crawlspace.

A tract of land in the Southeast Quarter (SE ¹/₄) of the Southwest Quarter (SW ¹/₄) of Section Nine (9), Township Seven (7) South, Range Seven (7) West, of the Sixth P.M., City of Beloit, Mitchell County, Kansas, the bearing being taken from the true meridian and more particularly described as follows: Commencing at a point bearing S 30° 10' W, Four hundred Thirty-five (435) feet distant from where the North Line of said Southeast Quarter (SE ¹/₄) of Section Nine (9), Township Seven (7), Range Seven (7) in Mitchell County, Kansas, intersects the center of the iron bridge across the Solomon River at Beloit, Kansas; thence in a southerly direction along the West Line of Roosevelt Avenue in the City of Beloit, Kansas, on a bearing of S 7° 13' 16" E a distance of 109.0 feet to the POINT OF BEGINNING; thence continuing along said West Line of Roosevelt Avenue along previous course a distance of 46.00 feet; thence S 70° 16' 24" W a distance of 153.66 feet; thence North Thirty-one degrees (31°) Ten minutes (10') East a distance of 117.33 feet; thence S 88°00' E a distance of 77.9 feet to the Point of Beginning; the intent to convey only the lands owned by the grantor, West of County Road now Roosevelt Avenue, containing 7435 square feet, more or less, subject to all reservations, restrictions, easements and rights-of-way of record and all other visible easements.

owned by Jerry P. Bossen, is dangerous, unsafe and unfit for human habitation 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 December 15, 2015, 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:

A two story, wood framed structure on a crawlspace.

A tract of land in the Southeast Quarter (SE ¹/₄) of the Southwest Quarter (SW ¹/₄) of Section Nine (9), Township Seven (7) South, Range Seven (7) West, of the Sixth P.M., City of Beloit, Mitchell County, Kansas, the bearing being taken from the true meridian and more particularly described as follows: Commencing at a point bearing S 30° 10' W, Four hundred Thirty-five (435) feet distant from where the North Line of said Southeast Quarter (SE ¹/₄) of Section Nine (9), Township Seven (7), Range Seven (7) in Mitchell County, Kansas, intersects the center of the iron bridge across the Solomon River at Beloit, Kansas; thence in a southerly direction along the West Line of Roosevelt Avenue in the City of Beloit, Kansas, on a bearing of S 7° 13' 16" E a distance of 109.0 feet to the POINT OF BEGINNING; thence continuing along said West Line of Roosevelt Avenue along previous course a distance of 46.00 feet; thence S 70° 16' 24" W a distance of 153.66 feet; thence North Thirty-one degrees (31°) Ten minutes (10') East a distance of 117.33 feet; thence S 88°00' E a distance of 77.9 feet to the Point of Beginning; the intent to convey only the lands owned by the grantor, West of County Road now Roosevelt Avenue, containing 7435 square feet, more or less, subject to all reservations, restrictions, easements and rights-of-way of record and all other visible easements.

owned by Jerry P. Bossen, is dangerous, unsafe and unfit for human habitation 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 Jerry P. Bossen, 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 3rd day of November, 2015.

Tom Naasz, Mayor

ATTEST:

Amanda Lomax, City Clerk



09/28/2015

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
November 3, 2015	Resolution 2015-25 Giving of Notice of a Public Hearing on the Advisability of Making Improvements for North Campus
ORIGINATING DEPARTMENT:	TYPE OF ACTION: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION
Administration	<input type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the City Council approve Resolution 2015-25 Giving Notice of a Public Hearing on the Advisability of Making Improvements for North Campus Additions.

FISCAL NOTE:

- There are publication costs associated with this agenda item.

DISCUSSION:

Resolution 2015-25 is giving notice of a public hearing on the installation of metal street light poles and street lights in the North Campus Addition, including the Silver Fox Estates Subdivision of North Campus Addition for November 17, 2015.

Respectfully submitted,

Glenn Rodden
City Administrator

RESOLUTION NO. 2015-25

A RESOLUTION CALLING AND PROVIDING FOR THE GIVING OF NOTICE OF A PUBLIC HEARING ON THE ADVISABILITY OF THE MAKING OF A CERTAIN INTERNAL IMPROVEMENT IN THE CITY OF BELOIT, KANSAS, UNDER THE PROVISIONS OF K.S.A. 12-6a01 *ET SEQ.*, AS AMENDED AND SUPPLEMENTED; AND PROVIDING FOR THE GIVING OF NOTICE OF SAID HEARING (STREET LIGHT IMPROVEMENTS/NORTH CAMPUS ADDITION).

WHEREAS, K.S.A. 12-6a01 *et seq.* (the “Act”) authorizes the governing body of any city to make or cause to be made municipal works or improvements which confer a special benefit upon property within a definable area of the city and the levying and collecting of special assessments upon property in the area deemed by the said governing body to be benefited by such improvements for special benefits conferred upon such property by any such improvements and to provide for the payment of all or any part of the costs of the improvements out of the proceeds of such special assessments; and

WHEREAS, the Act provides that before any contract is let or any work is ordered or authorized for an improvement, the governing body shall by resolution direct and order a public hearing on the advisability of the improvement, and to give notice of the hearing by not less than two (2) publications in a newspaper, such publications to be a week apart and at least three (3) days shall elapse between the last publication and the hearing; and such notice shall be given as to (a) the time and place of the hearing; (b) the general nature of the proposed improvements; (c) the estimated or probable cost of the proposed improvements; (d) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (e) the proposed method of assessment; and (f) the proposed apportionment of the cost between the improvement district and the city at large; and

WHEREAS, the governing body of the City of Beloit, Kansas (the “City”), hereby finds and determines it to be necessary to direct and order a public hearing on the advisability of a certain improvement in the City pursuant to the authority of the Act; and further to provide for the giving of notice of said hearing in the manner required by the Act.

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

Section 1. Public Hearing. It is hereby authorized, ordered and directed that the governing body of the City, shall hold a public hearing on the advisability of the following described improvements (the “Improvements”):

Installation of metal street lights poles and street lights in the North Campus Addition, including the Silver Fox Estates Subdivision of North Campus Addition, City of Beloit.

Such public hearing will be held on November 17, 2015, at 7:00 P.M., at the Municipal Building, 119 N. Hersey, Beloit, Kansas, under the authority of the Act.

Section 2. Notice of Hearing. The City Clerk is hereby authorized, ordered and directed to give notice of said public hearing by publication of a Notice of Public Hearing substantially in the form

attached hereto as *Exhibit A* two (2) times in the official City newspaper, such publications to be one (1) week apart, and the last publication to be at least three (3) days prior to the date of the hearing.

ADOPTED by the governing body of the City on November 3, 2015.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on November 3, 2015, as the same appears of record in my office.

DATED: November 3, 2015.

Clerk

EXHIBIT A

(Published in the *The Beloit Call* on November 6, 2015 and November 13, 2015)

NOTICE OF PUBLIC HEARING

TO: RESIDENTS OF THE CITY OF BELOIT, KANSAS:

You and each of you are hereby notified that the governing body of the City of Beloit, Kansas (the "City"), will meet for the purpose of holding a public hearing, as provided by K.S.A. 12-6a01 *et seq.*, at the Municipal Building, 119 N. Hersey, Beloit, Kansas 67420 on November 17, 2015, at 7:00 P.M.. Said public hearing is for the purpose of considering the advisability of making certain hereinafter described improvements.

(a) The general nature of the proposed Improvements (the "Improvements") are:

Installation of metal street lights poles and street lights in the North Campus Addition, including the Silver Fox Estates Subdivision of North Campus Addition, City of Beloit.

(b) The estimated cost of the Improvements is \$22,000.00, said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of a resolution authorizing the Improvements.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

North Campus Addition

Lots 1 and 2, Block 1, North Campus Addition
Lots 2 and 3, Block 2, North Campus Addition
Lots 5, 6, 7, 8, 9, 10, Block 3, North Campus Addition
Lots 1, 2, 3, 4, 5, 6, 7, 8, Block 4, North Campus Addition
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, Block 5, North Campus Addition
Lots 1, 2, 3, 4, 5, 6, 7, 8, Block 7, North Campus Addition
Lots 2, 3, 4, 5, 6, 7, Block 8, North Campus Addition

Silver Fox Estates, Cooper's 2nd Addition, Subdivision of North Campus Addition

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, Silver Fox Estates, Cooper's 2nd Addition, Subdivision of North Campus Addition

Tract in NW/4 4-7-7

Commencing at the Northeast corner of the Northwest One-Quarter (NW 1/4) of Section Four (4), township Seven (7) South, Range Seven (7) West of the Sixth Principal Meridian, city of Beloit, Mitchell County, Kansas; thence South 0°41'31" East (assumed bearing), 92.32 feet along the east line of said Northwest Quarter (NW 1/4); thence leaving said East line, North 86°38'38" West, 30.08 feet to the existing Westerly right-of-way (R/W) line of Walnut Street; thence South 0°41'31" East, 2212.56 feet along said Walnut Street R/W to a point on the Northerly R/W of Gaylord Street for the POINT OF BEGINNING; thence North 89°35'43" West 461.19 feet to a point 30.00 feet east of the centerline of Hersey Street extended; thence North 00°41'24" West 160.03 feet; thence North 89°36'10" West 547.69 feet; thence North 00°41'31" West 482.40 feet to the PC of a curve; thence northeasterly along a curve to the right tangent to the last call whose radius is 200.00 feet, length of curve is 182.46 feet, angle subtended is 52°16'20" and whose

chord length is 176.20 feet and bears North 25°26'39" East; thence along a curve to the left tangent to the last call whose radius is 260.00 feet, an arc length of 233.94 feet; an angle subtended of 52°16'20" and whose chord length is 226.05 feet and bears N 25°48'49" East; thence South 87°30'46" East, 831.46 feet to the said West R/W line of Walnut Street; thence South 0°41'31" East, 976.20 feet to the Point of Beginning.

to the City of Beloit, Mitchell County, Kansas.

(d) The method of assessment is will be split among the above referenced lots in proportion to the size of each lot, as measured by square feet. Amounts assessed will be collected in ten annual installments, together with interest thereon at a rate of six percent (6.0%).

(e) The apportionment of the total cost of materials between the Improvement District and the City-at-large is: The cost of the materials at an estimated cost of \$16,550.00 will be assessed against the Improvement District and the cost of materials at an estimated cost of \$5,450.00 and all labor costs will be paid by the City-at-large.

The public hearing may be adjourned from time to time and until the governing body shall have made findings by resolution as to the advisability of the Improvements, the general nature of the Improvements, the estimated cost of the Improvements, the boundaries of the Improvement District, the method of assessment, and the apportionment of the costs between the Improvement District and the City-at-large, all to be as finally determined by the governing body; *provided*, however, that the area of the Improvement District to be assessed for the costs of the Improvements as finally determined may be less than, but shall not exceed, the area proposed to be assessed as described above without giving notice of and holding a new hearing on the advisability of the proposed Improvements.

ALL PERSONS DESIRING TO BE HEARD WITH REFERENCE TO THE PROPOSED IMPROVEMENTS SHALL BE HEARD AT THE PUBLIC HEARING.

DATED: November 3, 2015

/s/ Amanda Lomax, City Clerk

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:		
November 3, 2015	KDOT GEOMETRIC IMPROVEMENT GRANT		
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:

FISCAL NOTE:

DISCUSSION:

Stuart Porter and Ian Reekie from Schwab-Eaton will attend the next meeting to discuss this project. See the attached letter for further explanation.

Respectfully submitted,

Glenn Rodden
City Administrator



October 30, 2015

Mr. Glenn Rodden
City Administrator
119 N. Hersey
Beloit, KS 67420

RE: Results of the KDOT Bidding for Project 14-62 KA-3045-01 (K-14 Improvements)

Dear Mr. Rodden,

As you are aware, there was only one bidder (Pavers) for this project, and the bid was \$1,237,004.99, significantly above the estimated cost for this project. Using KDOT bid averages for this area from the 2nd Quarter of 2015, the estimate of construction cost was around \$733,000. Since the KDOT participation for this project is only \$750,000, and due to the additional costs of Construction Engineering (inspection) during the project, the City would need to provide \$713,000 of funding to award the project and proceed at this point in time (see "Authority to Award Contract" form provided by KDOT).

We discussed options internally, and spoke with contractors to determine what factors were behind the prices and the fact that only one bidder submitted for the project. The following items were indicated as contributing factors;

- 1) Concrete prices - This was mentioned by everyone contacted and was the first concern they had. Contractors were quoted prices nearly double the statewide average price for delivered concrete. This difference represents roughly \$100,000 of the increased bid price, when applied to each of the concrete bid items on the project. *Contractors indicated only one price quote for concrete, and to the best of our knowledge, there is only one supplier in the Beloit vicinity currently certified to produce concrete for KDOT projects. Another supplier would provide competition and reduce the price, but it is impossible to say by how much. One contractor indicated the possibility of setting up a mobile production plant, but indicated that the set-up costs and costs to ship in aggregates may negate any cost savings for a project of this size.*
- 2) Phasing – Contractors were concerned that the 4 phases of traffic control on the project meant that they had to start and stop paving operations several times, which increased the costs. *The actual cost associated with phasing is difficult to quantify. Also, we cannot determine a different phasing plan that would provide access to each of the properties along the corridor, with existing right of way and easements.*
- 3) Aggregate Base – KDOT approved aggregate has to be shipped in from outside the county, and the shipping costs drive up the price. One contractor suggested going back to a lime-treated base as a way to reduce costs. *While we could provide an alternate for lime-treated base, this probably wouldn't save more than a few thousand dollars.*

Civil Engineers

Land Surveyors

Landscape Architects

4) Small quantities – one contractor mentioned the small quantities on the project. It is true that there are 73 bid items on the project with relatively small quantities for each bid item. *This is indicative of a KDOT project, where, for instance each seed in a seed mix is listed independently. Also, the relative length of the paving project is short compared to other projects of similar size due to the two box culverts. Given that KDOT requires certain bid items be included in their project, we cannot reduce the number of bid items without significantly reducing the project scope.*

5) Contractors have full schedules – the contractors we spoke with and others we are aware of are all flush with work through the spring of 2016. Without competition for projects, it is unlikely that bid prices will be much lower for the foreseeable future. *The indications we have received are that most of the contractors have more work scheduled than they have crews available to complete them. This may change after the summer of 2016, but there are no guarantees.*

6) Curb and gutter cross section adds cost to the project – Internally, we discussed the option of eliminating the curb and gutter section and reducing the project cost by eliminating C&G as well as the storm sewer inlets and pipe. This would reduce the project cost by roughly \$124,000. Unfortunately, this would not meet the City's desire to have a C&G section all the way north to the highway. *If this option was pursued, it would require roughly 8 weeks re-designing the project and preparing plans for review by KDOT. KDOT would then require another Office Check and PS&E review, which could take up to 5 months. Our preliminary estimate is that the costs associated with this re-design would be in the range of \$20,000 to \$25,000.*

7) One bid – There were a number of projects let on the same date as this one, and SE has indications that another contractor had planned to bid the project, but chose to pursue a different project at the last minute. The competitive nature of additional bidders would likely have resulted in some reduction of the low bid, but it is not possible to say how much.

With all the above information, a simple rejection of the bid with a re-bid two or three months from now is unlikely to result in a serious reduction in project cost. Even with changes to the plans and more contractors bidding the project, we can still expect bids in the \$1,000,000 range which would still mean a City participation of roughly \$450,000 to \$500,000.

Before November 13th, 2015, the City must decide whether to accept or reject the \$1,237,004.99 bid from Pavers, Inc.

If the City accepts their bid, then the City would have to remit \$713,000 to KDOT by December 10th, 2015 and the project would move forward.

If, however, the City rejects the Pavers bid, then there are numerous options for moving forward;

A) The City could re-bid the project at a later date with no changes. This would likely result in only moderate decreases in the bids related to the possibility of competition with other bidders.

B) The City could authorize design changes to reduce costs by eliminating curb and gutter and storm sewer on the project. This would take 6 to 7 months and would require additional reviews by KDOT

as well as additional design fees. It would likely result in \$125,000 savings in construction costs plus any savings associated with competitive bidding.

C) The City could apply for additional funding through KDOT's Geometric Improvement program during 2016's application window. If awarded, the additional funding could be applied to the existing project and the project could be awarded without delay for design changes. Due to the schedule for funding awards, the City would not know until August 2016 whether it had received additional funds, so it could not let the project until October or November of 2016 even without changes to the plan set. This would result in a year's delay, and there are no guarantees that the additional funding would be awarded, but it would provide a significant savings to the City.

D) The City could tie their existing GI application (for the K-14 section immediately south of this project) to this project and revise the application to apply for the maximum funding (2 X \$750,000) for the two projects combined. The revised application would take into account current bid prices to include a scope that would fit within the total \$1.5 million funding amount. This would require additional time for design to incorporate the south portion into the existing project plans, and since the funding awards would not be announced until August, 2016, with design changes following that announcement, it would likely not bid until spring or summer of 2017. This alternative has a higher likelihood of receiving funding, since the application has already gone through 2 rounds of GI awards, and has therefore moved higher in the priority list.

As we move forward, it will be important to determine how quickly the City wants to proceed with construction on this project. Likely, the faster the City wants to award a contract, the more money the City will have to provide. If a delay of 10 to 20 months is acceptable, it is likely that the City will be able to participate at or close to 5% of the total project costs.

Please review this information, and let us know if you need additional clarification. We would be happy to present this information to the City Council at your Nov. 3rd meeting and answer any questions the Council has.

Sincerely,
SCHWAB-EATON, P.A.

A handwritten signature in blue ink that reads "Ian Reekie". The signature is written in a cursive, flowing style.

Ian Reekie, P.E., PTOE

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745
Mike King, Secretary
Ronald J. Seitz, P.E., Chief



Phone: 785-296-3861
Fax: 785-296-2079
Hearing Impaired - 711
publicinfo@ksdot.org
http://www.ksdot.org
Sam Brownback, Governor

October 26, 2015

Project Number: 14-62 KA-3045-01

City of Beloit
Glenn Rodden, - City Administrator
119 N. Hersey Street
Beloit, Kansas 67420

Dear Mr. Rodden:

We are listing below the bidder and the low bid received at Topeka, Kansas on 10/21/2015 for the above numbered project.

CONTRACTOR	TYPE OF WORK	AMOUNT
PAVERS INC PO BOX 1967 SALINA, KS 67402-1967	Reconstruction of K-14	\$ 1,237,004.99

This is considered satisfactory when compared with the engineer's estimate, and we believe that contracts should be awarded to the low bidder. If this bid is considered acceptable to the City, please sign the enclosed resolution and return it to this office. In order to guarantee the low bid, we must receive the expected resolution on or before 11/13/2015. Upon receipt of the signed resolution and approval by the Secretary of Transportation the contract will be awarded.

A combination of bid items and construction engineering and contingencies less \$750,000 Maximum State funds will require City matching funds in the amount of \$713,000. The City remittance should be made on or before 12/10/2015.

Sincerely,


For Ronald J. Seitz, P.E.
Chief of Local Projects

RJS:TLS:pa
Enclosures
c: Mayor/City Manager, w/a
Ms. Rhonda Seitz, Chief of Fiscal Services
District Engineer

**AUTHORITY TO AWARD CONTRACT
COMMITMENT OF CITY FUNDS**

October 26, 2015

2 Copies to City
Project Number: 14-62 KA-3045-01
City of Beloit

WHEREAS bids were received at Topeka, Kansas on 10/21/2015 for the performance of work covered by plans on the above numbered project, and

WHEREAS the bidder and the low bid or bids on work covered by this project were:

CONTRACTOR	TYPE OF WORK	AMOUNT
PAVERS INC PO BOX 1967 SALINA, KS 67402-1967	Reconstruction of K-14	\$ 1,237,004.99

WHEREAS bids are considered satisfactory and have been recommended by the Secretary of Transportation of the State of Kansas, hereinafter referred to as the SECRETARY, for consideration and acceptance of the work on this project as covered by such bid or bids.

A combination of the bid plus an estimated \$222,736.18 for construction engineering less \$750,000 of Maximum State Funds = \$713,000 matching City Funds.

BE IT FURTHER RESOLVED that City funds in the amount of \$713,000 which are required for the matching of Maximum State Funds are hereby pledged by the City to be remitted to the Chief of Fiscal Services of the Department of Transportation of the State of Kansas on or before 12/10/2015 for use by the SECRETARY in making payments for construction work and engineering on the above designated project with final cost being determined upon completion and audit of the project.

The City/County certifies that no known or foreseeable legal impediments exist that would prohibit completion of the project and that the project complies with all applicable codes, standards and or/regulations required for completion.

Adopted this ____ day of _____, _____, at _____, Kansas.

Recommended for Approval:

City Engineer

_____, Mayor

Attest:

(Seal)

_____, Member

_____, Member

City Clerk

INVOICE
Keep for your Records
Due On Or Before

PRELIMINARY STATEMENT OF COST
 14-62 KA-3045-01

Reconstruction of K-14 from 2260 feet North of 8th Street, thence North 1090 feet

Construction and CE Breakdown	
Actual Bid	\$1,237,005
Water(for grading)	\$2,510
Sub-Total Actual Bid Amount	\$1,239,514
LPA CE Contract	\$185,551
KDOT CE (3%) Estimated	\$37,185
Sub-Tot. Const. and CE (Total Proj. Costs)	\$1,462,251
State-aid Non-Participating Const. Costs	\$0
State-aid Non-Participating CE	\$0
PE Costs	\$0
Railroad Costs	\$0
ROW Costs	\$0
Utility Costs	\$0
State Participating Project Costs	\$1,462,251

CE Breakdown	
Total LPA CE and KDOT CE	\$222,736
State Non-Participating CE	\$0
State Participating CE	\$222,736

Maximum Participating Funds	\$750,000
------------------------------------	------------------

State/City Participation Summary	
State Participating Project Costs	\$1,462,251
Sub-Total State Part. of Project Costs or Max.	\$789,474
95% State Part. Of Project Costs	\$750,000
5% City Part. Of Project Costs	\$39,474
100% City Funds Due to Max.	\$672,777
100% City Funds Due to Non-participating	\$0
Total Project Costs	\$1,462,251

	Totals	
	City Funds	State Funds
State Non-Participating Construction	\$ -	\$ -
State Non-Participating CE	\$ -	\$ -
95% State Part. Of Project Costs	\$ -	\$ 750,000
5% City Part. Of Project Costs	\$ 39,474	\$ -
100% City Funds Due to Max.	\$ 672,777	\$ -
Total	\$ 712,251	\$ 750,000

Amount to Bill City (Rounded up)	\$713,000
---	------------------

Key	
KDOT - Kansas Department of Transportation	
LPA - Local Public Authority	
CE- Construction Engineering (Inspection)	
Const. - Construction	

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:		
November 3, 2015	DEMOLITION BID FOR 709 W COURT STREET		
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 city council approve the bid and attached contract from White Rock Excavating in the amount of \$4,900.00.

FISCAL NOTE:

Funding will come from Administration Professional Services Line Item 10-11-3000 that has a remaining balance of \$17,515.88 as of 10/30/2015.

White Rock Excavating	\$4,900.00
Smith Construction Services	\$6,420.00
Diehl Enterprises Inc	\$6,800.00

DISCUSSION:

The demolition bid is for the structure located at 709 W Court Street. The property owner does not have the resources to demo the property and the City Council approved Resolution 2015-22 deeming the property unfit.

Respectfully submitted,

Glenn Rodden
City Administrator

RESOLUTION 2015-22

A RESOLUTION BY THE CITY OF BELOIT, KANSAS, FINDING THAT THE STRUCTURE LOCATED IN THE CITY OF BELOIT, MITCHELL COUNTY, KANSAS COMMONLY KNOWN AS 709 W. COURT STREET IS UNSAFE OR DANGEROUS AND DIRECTING THE STRUCTURE BE DEMOLISHED AND THE PREMISES MADE SAFE AND SECURE.

WHEREAS, Chris Jones, Code Enforcement Officer for the City of Beloit filed a report with the governing body of the City of Beloit on August 4, 2015; and

WHEREAS, the governing body of the City of Beloit did by Resolution 2015-16, dated the 4th day of August, 2015, fix the time and place of a hearing at which the owner, his or her agent, any lienholders of record and any occupant of such structure could appear and show cause why such structure should not be condemned and ordered repaired or demolished, and provided for giving notice thereof as provided by law; and

WHEREAS, such Resolution was published in the official city newspaper on the 10th day of August, 2015 and on the 17th day of August, 2015; and

WHEREAS, on this 15th day of September, 2015, the governing body has heard all evidence submitted by Chris Jones, Code Enforcement Officer, and interested parties.

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

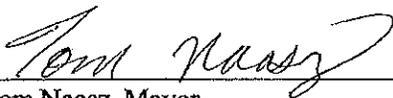
Section 1. That said governing body adopts the suggested findings of the Code Enforcement Officer and further finds that the structure located in the City of Beloit, Mitchell County, Kansas, commonly known as 709 W. Court Street, is unsafe, unfit and dangerous for human use or habitation, is in a deteriorating and unsightly condition, which condition is a blight upon the neighboring properties.

Section 2. The governing body hereby orders the owner of the property to demolish and remove the structure in order to render the premises safe, secure and to eliminate the general blight of the neighborhood caused by the present appearance of the structure. It is further ordered that the owner of the premises is hereby given thirty (30) days from the date of publication of this Resolution to complete the demolition and removal of such structure, or in the alternative, the owner may submit to the governing body at 7:00 p.m. on October 6, 2015, at the regular meeting of the governing body, plans and specifications to repair, alter or improve the structure, including cost estimates, contractor, if any, completion date and proof of ability to pay the cost thereof, for the consideration of approval by the governing body. The proposed plan of repairs, alterations or improvements to the structure should render it safe for human use or habitation and eliminate the unsightly appearance of the structure.

Section 3. If such owner fails to demolish or remove the structure within thirty (30) days, or fails to have the plans and specifications to repair, alter or improve the structure approved by the governing body, the governing body will cause the structure to be demolished and removed and the costs, less salvage, if any, to be assessed as a special assessment against the lot or parcel of land upon which the structure is located as provided by law.

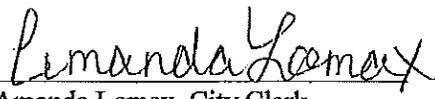
Section 4. The City Clerk shall cause this Resolution to be published once in the official city newspaper as provided for in K.S.A. 12-1753. A copy of this resolution shall be mailed, by certified mail within three days after publication to the owner, Charles Wrench at the last known place of residence, and shall be marked "deliver to addressee only."

PASSED and ADOPTED by the Governing Body and signed by the Mayor this 15th day of September, 2015.



Tom Naasz, Mayor

ATTEST:



Amanda Lomax, City Clerk

REQUEST FOR BID - DEMOLITION OF STRUCTURE
709 W. Court Street, Beloit, Kansas 67420

INSTRUCTIONS TO BIDDERS

Name of the Bid

DEMOLITION OF STRUCTURE –
709 W. Court Street

Pre Bid Meeting
Deadline for Questions

Saturday, October 10, 2015
Friday, October 16, 2015; Must be in writing

Deadline for Bid Submittal
Bids Shall Be Addressed To

Wednesday, October 16, 2015 @ 3:00 pm
City of Beloit
119 N. Hersey
Beloit, Kansas 67420

Method of Submittal

Mail Delivery or In Person.
Fax bids are not acceptable.

Submittal Documents
Required
Contact Person, Title
E-mail Address
Phone Number

Bid Submittal Forms
Chris Jones, City Building Inspector
cjones@beloitks.org
Phone: 785-738-3553

The sealed bid envelope shall be endorsed on the outside with the CONTRACTOR'S name and return address. If a bid is sent by mail or other delivery system, the mailing container or envelope shall be plainly marked on the outside with the notation:
“SEALED BID ENCLOSED –COURT STREET DEMOLITION”

The ONLY official position of the City is that position which is stated in writing.

SCOPE OF WORK

You are invited to submit a sealed bid for the demolition of the one story, wood framed structure At 709 W. Court Street in accordance with the attached demolition plan. All demolition work shall be completed within 90 calendar days following award of contract.

Contractor is to provide all material, labor, and equipment necessary to complete the project. A Performance and Payment Bond equal to the amount of the bid must be furnished upon award of the bid.

PREBID MEETING

A prebid meeting will be held at the site on Saturday, October 10, 2015 at 10:00 am at 709 W. Court Street in Beloit. All interested bidders are strongly encouraged to attend the prebid meeting in order to visit the demolition site and familiarize themselves with all conditions that may affect the time or cost of performance. The City is inviting all interested bidders to do this so it will not be necessary later on to make a subsequent claim or request a contract modification because of facts not known when the bid was submitted.

AWARD

No bids will be considered which have not been received by the deadline set forth. The City is not responsible for delays occasioned by the U.S. Postal Service or any other means of delivery employed by the bidder.

Bids will be evaluated promptly after opening and a bid tabulation summary will be provided upon request. Bid results **will not be given** over the telephone. No bid may be withdrawn for a period of thirty (30) calendar days after the bid opening date. Award of bid shall be made to the lowest responsible bidder(s) meeting the specifications set forth herein. In addition to the quoted price, the following criteria may be used in the award: past experience and service provided by Contractor, quality of work and other factors found in the Beloit City Codes.

REFERENCES

The City may require references from firms who have purchased similar services from the bidder. The City will notify bidders if references are necessary.

REGULATORY AGENCY COMPLIANCE

Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of Transportation. The City expects that bidders will offer expertise on conformance of regulations applying to the products or services they sell. An asbestos abatement inspection will be required.

CITY ORDINANCES/POLICIES

The contractor shall comply with all ordinances, other laws and rules and regulations of the City. The City requires that stone, block or concrete walls and foundations, private sidewalks and steps, be removed entirely from the site. The sewer will be plugged and the water line will be stubbed out to a frost free spigot.

PERMITS

Contractor shall be responsible for obtaining any and all permits, paying all dumping fees and other fees and costs relating to the disposal of the property. Contractor's disposal site shall be noted on the demolition permit.

SAFETY

Contractor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All neighboring buildings, equipment, and furnishings shall be protected by the bidder from damage, which might be done or caused by work performed under this contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the bidder. The contractor shall erect, install, and maintain all temporary public walks, warning signs, barricades, and other protective means as may be necessary for the protection of the public from injury.

WASTE DISPOSAL – CLEAN-UP

Removal and off-site disposal of construction waste will be the responsibility of the bidder and shall be included in the bid price. Upon completion, the work area shall be left clean of debris and trash associated with the work. There shall be no additional charges to the City for removal and/or disposal of demolished materials.

WORKMANSHIP, MATERIALS & EQUIPMENT

Unless otherwise provided in the contract requirements and specification, the contractor shall furnish all labor, materials, and equipment for satisfactory contract performance.

When not specifically identified in the specifications, such materials and equipment shall be of suitable type and grade for the purpose.

TERM OF PAYMENT

Payment will be made within thirty (30) days after site has been satisfactorily inspected and accepted by Building Inspector Chris Jones, and on receipt an original invoice. **Invoice** shall be sent to: City Clerk, City of Beloit, 119 N. Hersey, PO Box 567, Beloit, Kansas 67420.

INSURANCE

A Certificate of Insurance must be on file and approved by the City Attorney before this project can begin.

BID SPECIFICATIONS / BID SUBMITTAL FORM
709 W. Court Street, Beloit, Kansas 67420

Demolition work must be completed within **90** calendar days from award of contract. An executed contract is the document that will authorize the work to commence. **Each bidder shall complete every line on the bid submittal form.** An X or check mark (✓) will indicate the item specified is being provided. All exceptions shall be stated no matter how seemingly minor.

		REQUIREMENTS	Comply ✓ Yes	Comply ✓ No
1	Adjacent Property	Contractor shall be responsible for removing all foundations and buildings without disruption and damage to the adjacent properties.		
2	Finishing	Finishing Contractor must fill and compact excavation at 95% relative compaction up to the surrounding grade level.		
3	Finishing Debris/Junk	Removal of all debris and junk onsite to a certified landfill.		
4	Finishing Street / Sidewalk	Replace/repair damaged street paving and public sidewalk, if necessary in accordance with City Standards.		
5	Finishing	The work shall be subject to the inspection, supervision and direction of the Building Inspector. The contractor shall comply with any directives or orders from said official or representative in the progress of the work. Filling of excavations shall not commence until a final inspection has been completed and permission to fill is granted by the Building Inspector. Contractor shall give Building Inspector at least 24 hours advance notice.		
6	Inspection	An additional inspection of work verifying that grading and cleanup have been completed will be made by the Building Inspector		
7	Building Permit	Contractor shall obtain a building demolition permit from the Building Inspector (for commercial structures only).		
8	Landfill	Contractor shall dispose of all demolition rubble by hauling to a certified landfill or recycler and will furnish receipts from said landfill or recycler prior to final payment of the contract.		
9	Time Frame	Demolition shall be completed within 60 calendar days following award of the contract.		
10	Utility Cut-Off	Contractor shall be required to make all utility cutoffs satisfactory to the particular utility service and the Building Inspector. The sewer will be plugged and the water line will be stubbed out to a frost free spigot.		

BID SPECIFICATIONS / BID SUBMITTAL FORM
709 W. Court Street, Beloit, Kansas 67420

• The undersigned CONTRACTOR, having examined these documents, and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that she/he will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

Demolition Fee: \$ _____

Submitting Firm: _____

Address: _____

Name of Authorized Representative (print/type): _____

Title: _____

Authorized Signature: _____

Date: E-mail: _____

E-mail: _____ Phone Number: _____

FIRM PRICING

Prices submitted in this bid are firm through (minimum 30 days): _____.

BID SPECIFICATIONS / BID SUBMITTAL FORM
709 W. Court Street, Beloit, Kansas 67420

• The undersigned CONTRACTOR, having examined these documents, and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that she/he will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

Demolition Fee: \$ 4900.00

Submitting Firm: White Rock Excavating

Address: 515 E. 4th Beloit, KS 67420

Name of Authorized Representative (print/type): Morgan Harris

Title: _____

Authorized Signature: Morgan Harris

Date: E-mail: _____

E-mail: mph7432@yahoo.com Phone Number: 738-7751

FIRM PRICING
Prices submitted in this bid are firm through (minimum 30 days): ✓

BID SPECIFICATIONS / BID SUBMITTAL FORM
709 W. Court Street, Beloit, Kansas 67420

• The undersigned CONTRACTOR, having examined these documents, and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that she/he will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

Demolition Fee: \$ 6420

Submitting Firm: Smith Construction Services

Address: 3872 York St, Scottsville, KS 67420

Name of Authorized Representative (print/type): Brad Smith

Title: _____

Authorized Signature: 

Date: Oct 16, 2015 E-mail: bsmith@nckcn.com

E-mail: bsmith@nckcn.com Phone Number: 785 243-0067

FIRM PRICING
Prices submitted in this bid are firm through (minimum 30 days):

BID SPECIFICATIONS / BID SUBMITTAL FORM
709 W. Court Street, Beloit, Kansas 67420

• The undersigned CONTRACTOR, having examined these documents, and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that she/he will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

Demolition Fee: \$ 6800.00/ky

Submitting Firm: Diehl Enterprises Inc

Address: 521 Bishop Salway, KS 67401

Name of Authorized Representative (print/type): Staten Diehl

Title: owner

Authorized Signature: [Signature]

Date: E-mail: 10/14/15

E-mail: statediehl@yahoo.com Phone Number: (785) 923-0027

FIRM PRICING

Prices submitted in this bid are firm through (minimum 30 days): Dec 1, 2015

CONTRACT FOR DEMOLITION OF STRUCTURE

THIS AGREEMENT, made and entered into this ___ day of November, 2015, by and between the City of Beloit, a municipal corporation of the State of Kansas, hereinafter referred to as the "City" with an office located at 119 N. Hersey, Beloit, Kansas 67420 and Morgan Harris dba White Rock Excavating, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the City desires to engage the Contractor to render certain construction services hereafter described as Demolition and Removal of Nuisance Structure at 709 W. Court Street which is included in the Request for Bid document and Bid Specifications document, which is attached hereto and incorporated herein; and

WHEREAS, the Contractor submitted a bid cost submittal which bid cost submittal is attached hereto and incorporated herein; and

WHEREAS, the Beloit City Council has selected the Contractor as having submitted the most appropriate bid for performing services under this agreement.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Contractor as follows:

- 1. Services.** The City agrees to engage the services of the Contractor and the Contractor agrees to perform the services in strict accordance with the terms of the Request for Bid and Bid Specifications and the conditions of this contract, and in accordance with the standard of care, skill and expertise ordinarily used by other members of contractor's profession in performing similar services.
- 2. Contract Documents.** The agreement between the City and the Contractor shall consist of (1) The Contract form which embodies the requirements contained herein, (2), Request for Bid and Bid Specifications, and any amendments thereto, and (3) the bid, as accepted, submitted in response to the Request for Bid. The City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Bid or the Contractor's Bid. In all other matters not affected by the written clarification, if any, the Request for Bid shall govern. The Contractor is cautioned that the bid shall be subject to acceptance without further clarification.
- 3. Modification of Contract.** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Contractor. Upon request by the City, the Contractor shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.
- 4. Exchange of Data.** All information, data, and reports in the City's possession and necessary for the carrying out of the work, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.
- 5. Personnel.** The Contractor represents that Contractor will secure at Contractor's own expense, all personnel required to perform the services called for under this contract by Contractor. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.
- 6. Term.** The services of the Contractor shall commence only as authorized in writing by City notice to proceed or other written notice and shall commence as soon as practicable after the execution of this contract as promised by the Contractor in the Bid Form unless otherwise directed in writing.

7. Payment.

a. **Conditioned upon acceptable performance.** The City agrees to pay the Contractor in accordance with the prices and terms set forth in the submitted bid for work authorized by City purchase order or other written notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Contractor. The City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in the Project Description.

b. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of Four Thousand Nine Hundred and No/100 Dollars (\$4,900.00) without a properly approved change order.

8. Termination of Contract.

a. **For Breach:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner Contractor's obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination.

b. **For Convenience:** The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work.

In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Contractor shall, at the option of the City become its property. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to termination of the contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.

9. **Assignment.** The Contractor shall not assign or transfer any interest in this contract and shall not substitute any specific individuals and/or personnel qualifications without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

10. **Confidentiality of Documents.** Any reports, data, design or similar information given to or prepared or assembled by the Contractor under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

11. **Discrimination.** The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

12. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

13. **General Independent Contractor Clause.** This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act,

the provisions of the Internal Revenue Code, Kansas revenue and taxation laws, Kansas workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

14. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

15. Liability and Indemnity. The parties mutually agree to the following:

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify, and hold harmless the City, its elected or appointed officials, agents and employees, from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of or connected with, this contract, or the work of any subcontract there under (the Contractor or hereby assuming full responsibility for relations with subcontractors), including but not limited to claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.

c. The Contractor shall indemnify and hold the city harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Kansas Prevailing Wage Law or any other federal or state law.

16. Insurance. Contractor shall secure and maintain, at its own cost and expense and at all times during the term of the contract, adequate insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the contract documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the contract documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Beloit
Attn: Amanda Lomax, City Clerk
119 N. Hersey
Beloit, Kansas 67420

17. Notices. All notices required or permitted herein under and required to be in writing may be given by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing.

18. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Kansas. Should any part of this agreement be litigated, venue shall be proper only in the District Court of Mitchell County, Kansas.

19. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

20. Contractor's Responsibility for Subcontractors. It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all Subcontractors to Contractor by all the terms herein set forth, insofar as applicable to the work of Subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the Subcontractor and the City.

21. Waiver. No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CITY OF BELOIT, KANSAS

CONTRACTOR

Tom Naasz, Mayor

Morgan Harris
dba White Rock Excavating

Attest:

Amanda Lomax, City Clerk

REQUEST FOR COUNCIL ACTION

DATE:

November 3, 2015

TITLE:

Housing Bid For The Housing Rehabilitation CDBG Grant

ORIGINATING DEPARTMENT:

Administration Department

TYPE OF ACTION:

___ORDINANCE

___RESOLUTION

X FORMAL ACTION

___OTHER

RECOMMENDATION:

I recommend that the city council approve the attached bid tab for the CDBG Housing Rehabilitation Bids.

FISCAL NOTE:

- There is no cost to the city for approving this item.

DISCUSSION:

Members of the housing board will attend the meeting to answer any questions on the CDBG Grant.

Respectfully submitted,

Glenn Rodden
City Administrator

Beloit CDBG Rehabilitation/Demolition Bids

October 28, 2015 Bid Opening

Housing Board Bid Award Recommendations

Rehab Bids

Client	1st	Amount		2nd	Amount
Emerson 402 E. 6th	Snell Contracting* Concordia	\$ 28,900		None	
Gasper 508 N. Chestnut	Snell Contracting* Concordia	\$ 26,200		None	
Quillin 421 N. Walnut	All Phase Const. Beloit	\$ 15,458.64		None	
Streit-Grotz 420 N. Walnut	Snell Contracting* Concordia	\$ 26,300		All Phase Const.* Beloit	\$ 26,447
Thompson 505 Washington	All Phase Const. Beloit	\$ 20,836.26		None	
Zadina 901 W. Main St.	Kansas Sand & Const.* Salina	\$ 26,700		None	

*Bid award contingent on client completing work items or providing gap financing.

ITEMS FOR COUNCIL DISCUSSION

DATE:

November 5, 2015

TITLE:

WORK SESSION DISCUSSION

DISCUSSION:

Items for discussion at your November 5, 2015 Work Session will include the following:

1. Code Amendment for RV and Trailer Parking -

Code Officer Chris Jones will discuss changing the RV and trailer parking section of the city code. Parking trailers on the street has become a bigger problem lately so we would like to amend the code to read like this:

Section 804 RECREATIONAL VEHICLES.

804.1 General. Major recreational equipment such as boats, boat trailers, travel trailers, pick-up campers or coaches, camping buses or converted trucks, and tent trailers shall not be stored in a residential district except within an enclosed building, behind the principal structure, or in the side yard when located back of the front setback line; when property configuration will not permit full compliance between March 31 and September 30 of each year such equipment may be stored on the street in front of the owner's or occupant's home or on the owner's or occupant's driveway; and further, no such recreational equipment shall be utilized for living, sleeping or housekeeping purposes when parked on a residential lot or in any location not approved for such use.

We would like to amend the code to allow residents to park RVs on the street until October 31st.

Respectfully submitted,

Glenn Rodden
City Administrator

