

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, June 16, 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. Carl Eilert – Thoughts on government and 3 mile ETJ
- B. Rebecca Crumbaker – Process of representation

5. PUBLIC HEARING

- A. Richard Padgett – Roosevelt Drive and 400 N Mill

6. CONSENT AGENDA

- A. 6/2/2015 City Council Meeting Minutes
- B. Appropriations 6B

7. ORDINANCES

- A. Ordinance 2164 Franchise Agreement with Rolling Hills for Service to RWD #3 Headquarters
- B. Ordinance 2165 Comprehensive Plan

8. RESOLUTIONS

- A. None

9. FORMAL ACTIONS

- A. Lease Agreement with USD 273
- B. Special Event License
- C. Power Plant Hot Well
- D. Oil Bid
- E. FAA Grant Agreement

10. CLOSED SESSION

- A. Easement Acquisition

11. ADJOURNMENT

WORK SESSION AGENDA

1. CORRESPONDENCE AND STAFF REPORTS

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

2. DISCUSSION ITEMS

- A. Municipal Court Cost

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.

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

Request For Public Comment

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

Name of Requester: CARL EILERT

Address: 2010 310 RD BELoit Telephone No. 738 2452

Council Meeting to Attend: 6-16-15

Comment Detail: THOUGHTS ON GOVERNMENT AND
3 MILE E.T.J.

(use reverse side if necessary).

Carl Eilert
Signature of Requester

For City Use Only

Request rec'd by: _____ Date: _____

Added to Agenda: _____

Space provided for additional information concerning request:

Beloit City Council Meeting Participation Guidelines

The Beloit City Council is very interested in receiving input from the citizens of Beloit. All the council members want to encourage the attendance of, and the participation by, the public in council meetings.

Citizens who want to speak during the public comment section of the agenda will:

1. Notify the City Administrator before 12:00 p.m. (noon) of the Friday preceding the next Tuesday council meeting.
2. This requirement is to allow your item to be included in the agenda and published in the official city newspaper.
3. It also provides staff members and the council time to research your issue prior to the council meeting.
4. The public comment section of the agenda will not exceed thirty (30) minutes unless the chair extends the time limit. Individual comments will be limited to three (3) minutes unless the chair grants additional time.

Citizens who wish to comment on agenda items shall:

1. Raise your hand to be recognized by the chair. Please remember that only one person can be recognized at a time.
2. Wait to be recognized by the chair before making comments.
3. After you are given the floor please keep your comments and questions as brief as possible (**five minutes or less**) and pertinent to the topic of discussion.
4. Follow up questions or comments will be allowed for clarification.
5. Please remain calm and courteous while addressing the City Council. Remember to show the same courtesy and respect that you wish to receive in return.

By adhering to these guidelines, our city council meetings will be both informative and productive.

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Request For Public Comment

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

Name of Requester: Rebecca Crumbaker

Address: Beloit, KS Telephone No. 738-7147

Council Meeting to Attend: 06/16/15

Comment Detail: Process of representation / not the
comprehensive plan.

_____ (use reverse side if necessary).

Rebecca Crumbaker
Signature of Requester

For City Use Only

Request rec'd by: _____ Date: _____

Added to Agenda: _____

Space provided for additional information concerning request:

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By adhering to these guidelines, our city council meetings will be both informative and productive.

June 10 2015.

Dear governing body,
I Richard would like to request
a hearing, about, Roosevelt Dr. +
400 mill.

Thank you
Richard

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee <i>x Richard</i>	
1. Article Addressed to: <i>Richard Padgett 519 W. Hersey Beloit, Ks. 67420</i>	B. Received by (Printed Name) <i>Richard</i>	C. Date of Delivery <i>6/9/15</i>
	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No	
2. Article Number (Transfer from service label)	3. Service Type <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery	
PS Form 3811, July 2013	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes 7012 2210 0000 3926 3646 Domestic Return Receipt	

119 North Hersey Avenue
P O Box 567
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Tel No (785) 738-3553
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Email cjones@beloitks.org

June 1, 2015

Richard Padgett
519 N. Hersey
Beloit, Ks. 67420

RE: Tall grass/weeds at various addresses in Beloit, Ks.

Order to Abate

Dear Richard:

I have seen from the street and/or have received one or more verbal complaints that your property at the intersection of Roosevelt Avenue and Roosevelt Drive is in violation of the city weed control law as set forth in Ordinance #1836, dated 20 May 1997.

Pursuant to Ordinance #1836, you have ten (10) days from the date of receipt of this notice to cut the weeds, which are in violation of, said Ordinance.

Pursuant to Ordinance #1836 you have five (5) days to request a hearing before the governing body or its designated representative. If you choose to request a hearing, your request must be in writing to the governing body. Failure to make a timely request shall constitute a waiver of your right to contest the findings of the Code Enforcement Officer before the governing body. Once a written request for a hearing is received by the city, a date, time and place will be determined and you will be notified of such at least five days prior to said date. You may choose to be represented by counsel and introduce witnesses and evidence at the hearing. Upon conclusion of the hearing, the governing body will record its determination of the matter by adopting a resolution. You will be served with a copy of the resolution.

Should you fail to abate the nuisance within ten (10) days from receipt of this notice, or request a hearing within five (5) days from receipt of this notice, the Code Enforcement Officer or an authorized assistant shall cause to be cut, destroyed and/or removed all such weeds and abate the nuisance created thereby at any time during the current calendar year and the costs of such abatement including a reasonable administrative

fee, shall be assessed to the owner, occupant or agent in charge of the premises.

Said assessment is due and payable within thirty (30) days following receipt of said notice of assessment and if not paid within said thirty (30) days, the costs of abatement shall be certified to the county clerk who shall cause such costs to be assessed against the particular lot or piece of land on which such weeds were so removed and against such lots or pieces of land in front of or abutting such street or alley on which such weeds were so removed.

Please be advised that no further notice shall be given prior to removal of weeds during the current calendar year. You should contact me if you have any questions regarding this order to cut the weeds on the premises.

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

Respectfully,

Chris Jones,
Code Enforcement Officer
City of Beloit

Enclosures



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Email cjones@beloitks.org

June 1, 2015

Richard & Carol Padgett
523 N. Hersey Ave.
Beloit, Kansas 67420

Re: Order to Abate Site Triangle Violation at 400 N. Mill Street

ORDER TO ABATE

Dear Richard & Carol:

This notice is to inform you that a **site triangle violation** exists on your property 400 N. Mill Street. Section 807 of the Zoning Regulations of the City of Beloit, adopted by Ordinance No. 2049, dated July 1, 2008, describe the site triangle provisions.

Pursuant to Section 807.4 of the Zoning Regulations of the City of Beloit you must abate the violating condition by trimming back the offending vegetation within forty five (30) days of receiving this notice.

If the Order to Abate is not complied with in the time prescribed by this notice, the zoning official may seek the appropriate proceeding at law or in equity to correct or abate such violation of the provisions of the above mentioned ordinance.

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

Respectfully,

Chris Jones
Code Enforcement Officer

Enclosure



BELOIT CITY COUNCIL MEETING MINUTES

June 2, 2015

The Beloit City Council met in regular session on June 2, 2015 in the Council Chambers. Mayor Tom Naasz called the meeting to order at 7:00 p.m. Council Members in attendance were Tony Gengler, Kent Miller, Robert Petterson, Bob Richard, Matt Otte, and Lloyd Littrell. Also present were City Administrator Glenn Rodden, City Attorney Katie Schroeder, and City Clerk Amanda Lomax. Absent from the meeting was Councilor Rick Brown.

Department heads in attendance were Mike Clark, Chris Jones, and Heather Hartman.

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

Mayor Naasz said he received several complaints about Cruizing Mill Street burnouts. Mayor Naasz asked how the replacement of the walking trail would be funded. City Administrator Rodden said there is approximately \$8,000.00 left in the Sunflower Grant and \$9,000.00 in private donations.

Councilor Otte said he had to leave the meeting at 7:30 p.m.

City Administrator Glenn Rodden reported on the following: 1. The Council Retreat is scheduled for June 29th and 30th starting at 6:00 p.m. in the Sutter Room at the Municipal Building. 2. The Kansas Legislature – Senate passed a bill that would impose a property tax caps on local governments.

Fire Chief Blake Miller presented bid specifications for a new fire truck. He asked Council's permission to send the bid specifications out to vendors.

The Consent Agenda consisted of May 19, 2015 Council Meeting Minutes, and appropriations 6A. A motion was made by Councilor Otte and seconded by Councilor Littrell to approve the Consent Agenda in its entirety. Roll call vote yeas: Gengler, Petterson, Littrell, Otte, Miller, and Richard. Nays: None.

A motion was made by Councilor Otte and seconded by Councilor Miller to adjourn the meeting. Motion carried 5-0. The meeting ended at 7:19 p.m.

Work Session started 7:19 p.m Council Members in attendance were Tony Gengler, Kent Miller, Robert Petterson, Bob Richard, Matt Otte, and Lloyd Littrell. Also present were City Administrator Glenn Rodden, City Attorney Katie Schroeder, and City Clerk Amanda Lomax. Absent from the meeting was Councilor Rick Brown.

Department heads in attendance were Mike Clark, Chris Jones, and Heather Hartman.

City Attorney Katie Schroeder presented a draft of a new lease agreement between the city and USD 273 for the education building on the North Campus. Katie said if the school board approves the new lease it will be presented next meeting for council approval.

Councilor Otte left the work session at 7:30 p.m.

The Comprehensive Plan was discussed and City Administrator Glenn Rodden gave a short power point presentation about planning. The Planning Commission approved the Comprehensive Plan as written at their last meeting May 12th with a vote of 4 to 1. Members of the Planning Commission did attend the work session to answer questions the council had about the comprehensive plan. An ordinance to adopt the Comprehensive Plan will be presented to Council at the June 16th meeting.

Adjourned 8:27 p.m.

TOM NAASZ, Mayor

ATTEST:

AMANDA LOMAX, City Clerk

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name

Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status	Credit
	Account#	Work Order		Description			Debit		
1721	A-B BUILDERS								
62326	6/18/2015	6/18/2015	1,161.60	555877		20674		Posted	
	30-00-8200			211.2 TON RD GRAVEL			1,161.60 ✓		0.00
6	ABRAM READY-MIX, INC								
62439	6/18/2015	6/18/2015	340.32			CLARK270		Posted	
	25-00-6150			19733-2 YDS 6-27			226.88 ✓		0.00
	25-00-6150			19850-1 YD 6-27			113.44 ✓		0.00
							340.32 ✓		0.00
62440	6/18/2015	6/18/2015	2,932.20			CLARK271		Posted	
	30-00-6150			19710-20 CU. YDS. PAVEMENT			1,954.80 ✓		0.00
	30-00-6150			19711-10 CU. YDS. PAVEMENT			977.40 ✓		0.00
							2,932.20 ✓		0.00
8	ACE HARDWARE								
62327	6/18/2015	6/18/2015	242.41			21106		Posted	
	10-11-4300			473307-PAINT/CLEANER/BATT/PATCH			38.95 ✓		0.00
	10-11-4300			473611-BLADE/UTILITY KNIFE			14.97 ✓		0.00
	10-11-4300			473680-SQUEEGEE/EXT POLE			17.98 ✓		0.00
	10-11-4300			473688-HANDLE/HDW/NUTS/BOLTS			17.05 ✓		0.00
	10-11-4300			474016-SCISSORS			6.87 ✓		0.00
	10-11-4300			474083-ROUND UP			19.99 ✓		0.00
	10-11-4300			474279-WINDOW SCREEN REPAIRS			126.60 ✓		0.00
							242.41 ✓		0.00
62328	6/18/2015	6/18/2015	7.49	474482		22242		Posted	
	53-43-6000			HOOK WINCH			7.49 ✓		0.00
62329	6/18/2015	6/18/2015	73.87			20974		Posted	
	52-43-6000			474081-CONCRETE MIX			51.92 ✓		0.00
	52-43-6000			473369-COMP UNION/COOPER TUBING			11.97 ✓		0.00
	52-43-6000			472929-SEALER			9.98 ✓		0.00
							73.87 ✓		0.00
62330	6/18/2015	6/18/2015	101.42			20758		Posted	
	10-18-6000			474433-SHARKBITE ELBOW & CLIP			12.78 ✓		0.00
	10-18-6000			474480-PRUNER			19.99 ✓		0.00
	10-18-6000			474063-FLAG MARKER/BOLTS			10.35 ✓		0.00
	10-20-6130			474434-PAINTERS TOOL			13.98 ✓		0.00
	10-21-4300			474213-KEY RING-FLOATER			9.98 ✓		0.00
	10-21-4300			474254-NUTS/BOLTS/SCRUBBERS/TIES			34.34 ✓		0.00
							101.42 ✓		0.00
62331	6/18/2015	6/18/2015	84.45			22213		Posted	
	53-41-6000			473309-ROUNDUP			67.98 ✓		0.00
	53-41-6000			473414-NAILS/GLUE/TAPE			16.47 ✓		0.00
							84.45 ✓		0.00
62332	6/18/2015	6/18/2015	8.49	473443		15392		Posted	
	52-41-4300			BOLTS & NUTS			8.49 ✓		0.00
62333	6/18/2015	6/18/2015	201.64			20749		Posted	
	10-21-6000			473000-BLADE/LIMERUST REMOVER			26.96 ✓		0.00
	10-21-6000			473242-BATTERIES			36.97 ✓		0.00
	10-21-6000			473267-WAX/POLISH/SHOP TOWELS			32.24 ✓		0.00
	10-21-6000			473052-SPONGE/GROUT/RUBBER/PAIL			28.55 ✓		0.00
	10-21-6000			473310-LIME CLEANER/FILTER/BATTER			59.94 ✓		0.00
	10-21-6000			473250-WATER STAIN REMOVER			12.99 ✓		0.00
	10-18-6000			473639-COUPLER/GREASE GUN			3.99 ✓		0.00
							201.64 ✓		0.00
62334	6/18/2015	6/18/2015	3.49	474059		22226		Posted	
	53-43-6000			CAULK			3.49 ✓		0.00
62335	6/18/2015	6/18/2015	49.98	473868		22230		Posted	
	53-41-6000			NITRI-COR			49.98 ✓		0.00
62336	6/18/2015	6/18/2015	12.99	473792		20965		Posted	
	51-43-6000			CLEANER FORMULA 409			12.99 ✓		0.00
62337	6/18/2015	6/18/2015	30.55			CLARK263		Posted	
	10-15-6000			474197-PAINT ROLLER & COVER			16.56 ✓		0.00
	10-15-6000			474458-1 GALLON SPRAYER			13.99 ✓		0.00
							30.55 ✓		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>
8 ACE HARDWARE (continued)										
62338	6/18/2015	6/18/2015	38.31			CLARK264				Posted
	10-15-6000		473025-PAINT ROLLERS						15.35 ✓	0.00
	10-15-6000		473288-2 ROLLERS						10.98 ✓	0.00
	10-15-6000		473624-STEEL WOOL						11.98 ✓	0.00
									38.31 ✓	0.00
62358	6/18/2015	6/18/2015	19.99	474147		22260				Posted
	53-41-6000		SEAT						19.99 ✓	0.00
62442	6/18/2015	6/18/2015	28.73			20781				Posted
	10-20-6000		474528-U BOLT						3.99 ✓	0.00
	10-18-6000		475011-WD-40						6.49 ✓	0.00
	10-18-6000		474973-BOLTS/DECK BRUSH						8.09 ✓	0.00
	10-18-6000		474936-BOLTS/NUTS						10.16 ✓	0.00
									28.73 ✓	0.00
62502	6/18/2015	6/18/2015	32.98			20769				Posted
	10-22-4300		ACCT. 383936-INV. 471958-TOILET REP/						8.99 ✓	0.00
	10-22-4300		ACCT. 383936-INV. 472151-TOILET REP/						23.99 ✓	0.00
									32.98 ✓	0.00
767 AIRGAS MID SOUTH INC										
62359	6/18/2015	6/18/2015	47.35	9927500313		22262				Posted
	53-41-6230		BOTTLE GAS RENTAL						47.35 ✓	0.00
2373 ALFRED BENESCH & COMPANY										
62339	6/18/2015	6/18/2015	2,196.89	82720		21198				Posted
	30-00-3000		PROFESSIONAL SERV. 4/20/15-5/17/15						2,196.89 ✓	0.00
27 ALSOP SAND CO., INC										
62340	6/18/2015	6/18/2015	1,757.50			20677				Posted
	30-00-8200		460586-GRAVEL						589.78 ✓	0.00
	30-00-8200		460601-GRAVEL						398.12 ✓	0.00
	30-00-8200		460623-GRAVEL						392.20 ✓	0.00
	30-00-8200		460806-GRAVEL						377.40 ✓	0.00
									1,757.50 ✓	0.00
62341	6/18/2015	6/18/2015	775.52			20666				Posted
	30-00-8200		460347-GRAVEL						193.14 ✓	0.00
	30-00-8200		460373-GRAVEL						194.25 ✓	0.00
	30-00-8200		460397-GRAVEL						388.13 ✓	0.00
									775.52 ✓	0.00
813 AMERIPRIDE SERVICES INC.										
62342	6/18/2015	6/18/2015	118.78	2300538022		20925				Posted
	10-13-6000		FLOOR MATS						118.78 ✓	0.00
62441	6/18/2015	6/18/2015	74.88	2300539972		CLARK272				Posted
	10-15-3000		SHOP TOWELS/RUGS						74.88 ✓	0.00
2032 AT&T										
62343	6/18/2015	6/18/2015	229.14	78573820471921		21185				Posted
	10-19-5310		N CAMPUS-JUNE						229.14 ✓	0.00
62344	6/18/2015	6/18/2015	114.57	78573838216789		21184				Posted
	51-43-5310		SEWER-JUNE						114.57 ✓	0.00
1414 AT&T LONG DISTANCE										
62345	6/18/2015	6/18/2015	8.18	860474167		21161				Posted
	10-11-5310		LONG DISTANCE CHARGES						8.18 ✓	0.00
54 BARCO MUNICIPAL PRODUCTS INC										
62443	6/18/2015	6/18/2015	455.23	IN-215876		CLARK273				Posted
	10-15-7450		BANDIT BUCKLES/TRAFFIC CONES						455.23 ✓	0.00
63 BELL MEMORIALS LLC										
62444	6/18/2015	6/18/2015	259.89	9537		20775				Posted
	10-15-6000		MAGNETIC SIGNS						86.63 ✓	0.00
	51-41-7490		MAGNETIC SIGNS						86.63 ✓	0.00
	10-18-4310		MAGNETIC SIGNS						86.63 ✓	0.00
									259.89 ✓	0.00
2809 BELOIT CAR WASH LLC										
62413	6/18/2015	6/18/2015	161.74			20930				Posted
	10-13-4310		MAY CAR WASHES						161.74 ✓	0.00

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City of Beloit

Vend# Vendor Name

Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status
Account#	Work Order	Description	Debit	Credit				
77 BELOIT READY MIX (continued)								
62346	6/18/2015	6/18/2015	770.00	555871		22250		Posted
	53-43-6150	CONCRETE	770.00 ✓					0.00
62347	6/18/2015	6/18/2015	392.00	555872		20675		Posted
	51-43-6150	7 YDS. 3/4 SACK	392.00 ✓					0.00
80 BELOIT TYPEWRITER EXCHANGE								
62348	6/18/2015	6/18/2015	90.46	689224		22200		Posted
	53-43-6110	PAPER/FOLDERS/WHITEOUT	90.46 ✓					0.00
62349	6/18/2015	6/18/2015	26.55	689212		22211		Posted
	53-41-6000	POST-ITS	26.55 ✓					0.00
62350	6/18/2015	6/18/2015	406.44			21140		Posted
	10-11-6110	689235-COMPUTER MONITORS	299.98 ✓					0.00
	10-11-6110	689217-PRINTER CARTRIDGES	82.86 ✓					0.00
	10-11-6110	689221-INDEX	23.60 ✓					0.00
			406.44 ✓					0.00
62351	6/18/2015	6/18/2015	259.50			20669		Posted
	51-41-6110	393377-PICTURE FRAME/CARTRIDGES	256.51 ✓					0.00
	51-41-6110	159465-PENS	2.99 ✓					0.00
			259.50 ✓					0.00
62352	6/18/2015	6/18/2015	71.73			22237		Posted
	53-43-6000	159463-SHEET PROTECTORS/TABS	46.78 ✓					0.00
	53-43-6000	159474-USB DRIVE	24.95 ✓					0.00
			71.73 ✓					0.00
62353	6/18/2015	6/18/2015	84.97	159475		20762		Posted
	10-21-6000	PRINTER INK	45.98 ✓					0.00
	10-18-6110	PAPER	38.99 ✓					0.00
			84.97 ✓					0.00
669 BLADE-EMPIRE PUBLISHING								
62354	6/18/2015	6/18/2015	268.40			21204		Posted
	52-43-5400	143477-WASTEWATER SYSTEMS OP AI	51.20 ✓					0.00
	52-43-5400	143397-WASTEWATER SYSTEMS OP AI	51.20 ✓					0.00
	52-43-5400	143544-WASTEWATER SYSTEMS OP AI	51.20 ✓					0.00
	52-43-5400	143188-WASTEWATER SYSTEMS OP AI	51.20 ✓					0.00
	52-43-5400	143616-WASTEWATER SYSTEMS OP AI	51.20 ✓					0.00
	52-43-5400	143837-WASTEWATER SYSTEMS OP AI	51.20 ✓					0.00
	52-43-5400	143946-WASTEWATER SYSTEMS OP AI	51.20 ✓					0.00
	52-43-5400	143988-WASTEWATER SYSTEMS OP AI	0.00					90.00 ✓
			358.40 ✓					90.00 ✓
62355	6/18/2015	6/18/2015	219.35			21201		Posted
	10-11-5400	142771-COUNCIL AGENDA	96.00 ✓					0.00
	10-11-5400	143476-COUNCIL AGENDA	89.60 ✓					0.00
	10-11-5400	143789-SIG PAGE	10.00 ✓					0.00
	10-11-5400	143407-HOMECOMING EDITION	75.00 ✓					0.00
	10-11-5400	142885-75TH BELOIT RELAYS	10.00 ✓					0.00
	10-11-5400	142956-GRADUATION EDITION	30.00 ✓					0.00
	10-11-5400	143988-DISCOUNT	0.00					91.25 ✓
			310.60 ✓					91.25 ✓
62356	6/18/2015	6/18/2015	196.63			21146		Posted
	10-11-5400	143548-BOUCEK 15-CV-14	64.35 ✓					0.00
	10-11-5400	143551-CHAPMAN 15-CV-15	67.93 ✓					0.00
	10-11-5400	143549-CHAPMAN 15-CV-16	64.35 ✓					0.00
			196.63 ✓					0.00
62357	6/18/2015	6/18/2015	288.00			21202		Posted
	53-41-5400	143478-POWER PLANT SUMMER HELP	32.00 ✓					0.00
	53-41-5400	143396-POWER PLANT SUMMER HELP	32.00 ✓					0.00
	53-41-5400	142719-POWER PLANT SUMMER HELP	32.00 ✓					0.00
	53-41-5400	142769-POWER PLANT SUMMER HELP	32.00 ✓					0.00
	53-41-5400	142874-POWER PLANT SUMMER HELP	32.00 ✓					0.00
	53-41-5400	142984-POWER PLANT SUMMER HELP	32.00 ✓					0.00
	53-41-5400	143060-POWER PLANT SUMMER HELP	32.00 ✓					0.00
	53-41-5400	143184-POWER PLANT SUMMER HELP	32.00 ✓					0.00
	53-41-5400	143543-POWER PLANT SUMMER HELP	32.00 ✓					0.00
			288.00 ✓					0.00

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	Account#	Work Order		Description			Debit	Credit
669	BLADE-EMPIRE PUBLISHING (continued)							
62360	6/18/2015	6/18/2015	51.20	143839		21205		Posted
	51-41-5400			TTHM NOTICE-WATER			51.20 ✓	0.00
62361	6/18/2015	6/18/2015	44.80	142723		21203		Posted
	10-21-5400			POOL PASS AD			44.80 ✓	0.00
62362	6/18/2015	6/18/2015	1,113.99			21200		Posted
	10-11-6110			61023-ENVELOPES			611.60 ✓	0.00
	10-11-6110			60930-PO'S/CONNECT BOOKS			502.39 ✓	0.00
							1,113.99 ✓	0.00
2800	BLUE VALLEY COMMUNICATIONS/NETWORKS PLUS							
62363	6/18/2015	6/18/2015	265.00	INV-4390		21164		Posted
	10-13-3360			SERVICE CONTRACT-JUNE			265.00 ✓	0.00
62364	6/18/2015	6/18/2015	325.00			21165		Posted
	10-11-3360			INV-4389-SERVICE CONTRACT-JUNE			265.00 ✓	0.00
	10-11-3360			10426611-MOZY PRO BACKUP			60.00 ✓	0.00
							325.00 ✓	0.00
91	BOETTCHER SUPPLY INC							
62365	6/18/2015	6/18/2015	3.39	911801-1		15388		Posted
	52-41-4330			FUSES			3.39 ✓	0.00
62366	6/18/2015	6/18/2015	16.13	911210-1		21217		Posted
	10-14-6000			BATTERY			16.13 ✓	0.00
62367	6/18/2015	6/18/2015	768.77			22232		Posted
	53-41-4360			914229-1-ELBOW			104.76 ✓	0.00
	53-41-4360			913184-1-FLYWHEEL & STARTER			20.36 ✓	0.00
	53-41-4360			915089-1-FIXTURE & BULB			643.65 ✓	0.00
							768.77 ✓	0.00
62368	6/18/2015	6/18/2015	81.93	914744-1		20766		Posted
	10-21-6190			POPCORN BAGS			81.93 ✓	0.00
62369	6/18/2015	6/18/2015	152.69	916121-1		21157		Posted
	10-11-4300			RECESSED/FLUORESCENT LITE			152.69 ✓	0.00
62370	6/18/2015	6/18/2015	280.64			21156		Posted
	10-14-4300			914429-1-PARTS FOR FD GENERATOR			255.48 ✓	0.00
	10-14-4310			916015-1-TRUCK #2 REPAIRS			25.16 ✓	0.00
							280.64 ✓	0.00
62371	6/18/2015	6/18/2015	41.24			22202		Posted
	53-43-6000			910912-1-COUPPLINGS/ELBOWS			23.34 ✓	0.00
	53-43-6000			911779-1-COUPPLINGS/ELBOWS			17.90 ✓	0.00
							41.24 ✓	0.00
62372	6/18/2015	6/18/2015	14.25	915708-1		22238		Posted
	53-43-6000			COUPPLINGS & ELBOWS			14.25 ✓	0.00
62373	6/18/2015	6/18/2015	68.29			22223		Posted
	53-43-6000			914798-1-BUSHINGS/LOCKNUT/COVER			29.65 ✓	0.00
	53-43-6000			915007-1-BREAKER			19.63 ✓	0.00
	53-43-6000			914985-1-SCREWDRIVERS			19.01 ✓	0.00
							68.29 ✓	0.00
62374	6/18/2015	6/18/2015	722.16			22311		Posted
	53-41-4360			915385-1-LAMPS			20.16 ✓	0.00
	53-41-4360			916288-1-FIXTURES			702.00 ✓	0.00
							722.16 ✓	0.00
62375	6/18/2015	6/18/2015	45.16			20973		Posted
	52-43-6000			909943-1-ELBOW			32.47 ✓	0.00
	52-43-6000			915109-1-PLASTIC FITTING			12.69 ✓	0.00
							45.16 ✓	0.00
62376	6/18/2015	6/18/2015	304.69			22309		Posted
	53-41-4360			915777-1-PIPE/CONNECTOR			54.78 ✓	0.00
	53-41-4360			915983-1-COPPER WIRE			81.90 ✓	0.00
	53-41-4360			916803-1-ELBOW/SWITCHES			55.53 ✓	0.00
	53-41-4360			917061-1-COUPPLING/CONDUIT			112.48 ✓	0.00
							304.69 ✓	0.00
62377	6/18/2015	6/18/2015	895.95			22214		Posted
	53-41-6000			912639-1-FIXTURE/WIRE			544.95 ✓	0.00
	53-41-6000			912392-1-FIXTURE			351.00 ✓	0.00
							895.95 ✓	0.00

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Account#	Work Order	Description	Debit	Credit				
91 BOETTCHER SUPPLY INC (continued)								
62378	6/18/2015	6/18/2015	38.59	913031-1		CLARK265		Posted
	25-00-4330			3 BLADES			38.59 ✓	0.00
62379	6/18/2015	6/18/2015	83.18	911917-1		CLARK266		Posted
	25-00-4330			TIRES			83.18 ✓	0.00
1258 BUMPER TO BUMPER AUTO PARTS								
62381	6/18/2015	6/18/2015	80.43			22224		Posted
	53-43-4310			662329-GREASE			39.90 ✓	0.00
	53-43-4310			662315-OIL FILTERS			40.53 ✓	0.00
							80.43 ✓	0.00
62382	6/18/2015	6/18/2015	421.08	661819		20755		Posted
	10-21-4300			POLISHER/PAD/BONNET			421.08 ✓	0.00
62383	6/18/2015	6/18/2015	31.89	662316		20964		Posted
	51-43-6180			OIL FILTERS			31.89 ✓	0.00
62384	6/18/2015	6/18/2015	183.93	662126		22220		Posted
	53-43-4310			FUEL PUMP/FILTER			183.93 ✓	0.00
62385	6/18/2015	6/18/2015	14.18	661799		21503		Posted
	51-43-6000			OIL FILTER			14.18 ✓	0.00
62386	6/18/2015	6/18/2015	26.18			20767		Posted
	10-21-4300			662584-WINDOW TINT			13.10 ✓	0.00
	10-21-4300			662801-BELT			13.08 ✓	0.00
							26.18 ✓	0.00
62387	6/18/2015	6/18/2015	52.82			20975		Posted
	52-43-4310			661973-OIL FILTER			40.30 ✓	0.00
	52-43-4310			663349-BATTERY TERMINAL			1.40 ✓	0.00
	52-43-4310			662458-WIPER BLADES			11.12 ✓	0.00
							52.82 ✓	0.00
62445	6/18/2015	6/18/2015	58.89			CLARK274		Posted
	25-00-4310			663744-FREON			48.96 ✓	0.00
	25-00-4310			663244-HALOGEN HEADLIGHT			9.93 ✓	0.00
							58.89 ✓	0.00
113 BUREAU OF RECLAMATION								
62380	6/18/2015	6/18/2015	9,200.00	1801156954		20672		Posted
	51-41-3000			LAKE STORAGE-2ND INSTALLMENT			9,200.00 ✓	0.00
1091 CARD SERVICES								
62388	6/18/2015	6/18/2015	1,219.25	5240		21194		Posted
	10-11-3000			BACKGROUND CHECKS X 2			40.00 ✓	0.00
	51-41-5320			POSTAGE			21.50 ✓	0.00
	10-18-4310			MOWER PARTS			321.00 ✓	0.00
	10-11-4300			BLINDS FOR MUNICIPAL BLDG			836.75 ✓	0.00
							1,219.25 ✓	0.00
62389	6/18/2015	6/18/2015	313.11	5232		21197		Posted
	10-21-6000			BADGE POUCHES FOR POOL PASSES			82.49 ✓	0.00
	10-17-6800			SUMMER PROGRAM SUPPLIES			70.12 ✓	0.00
	10-21-2911			POOL MANAGER SHIRTS			160.50 ✓	0.00
							313.11 ✓	0.00
62390	6/18/2015	6/18/2015	328.16	5981		21196		Posted
	10-11-2400			CONFERENCE REGISTRATION			50.00 ✓	0.00
	10-11-5800			HOTEL X 2			278.16 ✓	0.00
							328.16 ✓	0.00
62391	6/18/2015	6/18/2015	368.40	5251		21195		Posted
	52-41-5800			FUEL			36.77 ✓	0.00
	52-41-5800			MEAL			7.99 ✓	0.00
	52-41-5800			MEAL			8.64 ✓	0.00
	51-41-5320			POSTAGE			13.50 ✓	0.00
	52-41-5800			MEAL			14.72 ✓	0.00
	52-41-5800			MEAL			11.78 ✓	0.00
	52-41-5800			MEAL			22.03 ✓	0.00
	52-41-5800			MEAL			5.83 ✓	0.00
	52-41-5800			HOTEL			66.51 ✓	0.00
	51-43-6000			TRENCH TAPE			180.63 ✓	0.00
							368.40 ✓	0.00

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	<u>Account#</u>			<u>Work Order</u>					<u>Debit</u>		<u>Credit</u>
1091	CARD SERVICES (continued)										
62392	6/18/2015	6/18/2015		773.15	8803			21186		Posted	
	10-13-5800				MEAL				29.22 ✓		0.00
	10-13-6120				AMMO				227.97 ✓		0.00
	10-13-6120				RANGE SUPPLIES				191.60 ✓		0.00
	10-13-5800				HOTEL X 3				324.36 ✓		0.00
									<u>773.15</u> ✓		<u>0.00</u>
124	CARRICO IMPLEMENT										
62393	6/18/2015	6/18/2015		12,517.50				20763		Posted	
	10-18-6180				IA06284-GREASE				12.15 ✓		0.00
	10-21-4300				IA06794-O-RING				5.35 ✓		0.00
	10-20-7450				19399733-997 MOWER				12,500.00 ✓		0.00
									<u>12,517.50</u> ✓		<u>0.00</u>
62394	6/18/2015	6/18/2015		2.97	IA06139			22225		Posted	
	53-43-4310				O-RING				2.97 ✓		0.00
62395	6/18/2015	6/18/2015		24.46				CLARK267		Posted	
	25-00-4330				IA06294-D CAP & PLUG				4.60 ✓		0.00
	25-00-4330				IA06789-KEY SWITCH				19.86 ✓		0.00
									<u>24.46</u> ✓		<u>0.00</u>
62446	6/18/2015	6/18/2015		142.88				20773		Posted	
	10-18-7440				IA06589-SAFETY GLASSES				117.97 ✓		0.00
	10-20-4330				IA07274-MOWER PAINT				24.91 ✓		0.00
									<u>142.88</u> ✓		<u>0.00</u>
126	CATLIN'S FRIENDLY APPLMARKET										
62396	6/18/2015	6/18/2015		47.90	8275			21162		Posted	
	10-11-6000				WATER & SUPPLIES				47.90 ✓		0.00
62397	6/18/2015	6/18/2015		104.82	5941			20667		Posted	
	51-41-6000				COFFEE/SOAP/VINEGAR/PAPER TOWE				104.82 ✓		0.00
62398	6/18/2015	6/18/2015		59.06	6284			22229		Posted	
	53-41-6000				SUPPLIES				59.06 ✓		0.00
62399	6/18/2015	6/18/2015		31.84	6928			22239		Posted	
	53-43-6000				WATER				10.62 ✓		0.00
	52-43-6000				WATER				10.61 ✓		0.00
	51-43-6000				WATER				10.61 ✓		0.00
									<u>31.84</u> ✓		<u>0.00</u>
62400	6/18/2015	6/18/2015		31.84	7432			22216		Posted	
	53-43-6000				WATER				10.62 ✓		0.00
	52-43-6000				WATER				10.61 ✓		0.00
	51-43-6000				WATER				10.61 ✓		0.00
									<u>31.84</u> ✓		<u>0.00</u>
62401	6/18/2015	6/18/2015		39.80	1903			22240		Posted	
	53-43-6000				WATER				13.27 ✓		0.00
	52-43-6000				WATER				13.27 ✓		0.00
	51-43-6000				WATER				13.26 ✓		0.00
									<u>39.80</u> ✓		<u>0.00</u>
1200	CHEMQUEST, INC.										
62402	6/18/2015	6/18/2015		2,664.00	4123			15385		Posted	
	52-41-6170				LIQUID POLYMER				2,664.00 ✓		0.00
2862	CITYCODE FINANCIAL LLC										
62499	6/18/2015	6/18/2015		2,250.00				20708		Posted	
	10-11-3000				CODIFICATION SERVICES BASE COST				2,250.00 ✓		0.00
1358	CUNNINGHAM TELEPHONE & CABLE CO										
62403	6/18/2015	6/18/2015		84.80	10210			21173		Posted	
	26-00-5310				COMM DEV.-JUNE				84.80 ✓		0.00
62404	6/18/2015	6/18/2015		79.74	03362			21174		Posted	
	10-15-5310				STREET DEPT.-JUNE				79.74 ✓		0.00
62405	6/18/2015	6/18/2015		339.62	11854			21175		Posted	
	10-11-5310				ADMIN-JUNE				339.62 ✓		0.00
62406	6/18/2015	6/18/2015		85.20	11856			21176		Posted	
	10-13-5310				PD-JUNE				85.20 ✓		0.00
62407	6/18/2015	6/18/2015		75.48	12334			21177		Posted	
	10-14-5310				FIRE DEPT.-JUNE				75.48 ✓		0.00

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1358 CUNNINGHAM TELEPHONE & CABLE CO (continued)										
62408	6/18/2015	6/18/2015	220.66	13094	21178					Posted
	10-18-5310			PARKS & REC-JUNE				220.66 ✓		0.00
62409	6/18/2015	6/18/2015	254.78	12754	21179					Posted
	51-41-5310			WATER PLANT-JUNE				71.22 ✓		0.00
	53-41-5310			POWER PLANT-JUNE				183.56 ✓		0.00
								254.78 ✓		0.00
62410	6/18/2015	6/18/2015	162.74	13610	21180					Posted
	10-22-5310			AIRPORT-JUNE				162.74 ✓		0.00
62411	6/18/2015	6/18/2015	111.39	13609	21181					Posted
	53-43-5310			SYSYEMS-JUNE				37.13 ✓		0.00
	52-43-5310			SYSYEMS-JUNE				37.13 ✓		0.00
	51-43-5310			SYSYEMS-JUNE				37.13 ✓		0.00
								111.39 ✓		0.00
62412	6/18/2015	6/18/2015	103.63	13611	21182					Posted
	10-21-5310			POOL-JUNE				103.63 ✓		0.00
193 DOLLAR GENERAL STORE-MSC-410526										
62414	6/18/2015	6/18/2015	60.45	1000414182	21160					Posted
	10-11-6000			BAKING SODA & SUPPLIES				60.45 ✓		0.00
2053 EMG, INC										
62415	6/18/2015	6/18/2015	3,582.70	3943	22267					Posted
	53-41-3000			ENERGY CONSULTING AGREEMENT-M/				3,582.70 ✓		0.00
2515 F & A FOOD SALES, INC.										
62447	6/18/2015	6/18/2015	873.07	1542037	20778					Posted
	10-21-6190			CONCESSION ITEMS				873.07 ✓		0.00
222 FARMWAY COOP INC.										
62416	6/18/2015	6/18/2015	27.82	4510	21207					Posted
	10-14-6260			FUEL				30.50 ✓		0.00
	10-14-6260			EXCISE TAX CREDIT				0.00		2.68 ✓
								30.50 ✓		2.68 ✓
236 FOUTS INSURANCE AGENCY INC.										
62456	6/18/2015	6/18/2015	50.00	14249	21219					Posted
	10-11-5250			NOTARY BOND/J ROSEBAUGH				50.00 ✓		0.00
1934 GEISLER ROOFING INC										
62417	6/18/2015	6/18/2015	946.66		22263					Posted
	30-00-7200			WIND TURBINES-ARMORY				946.66 ✓		0.00
1281 GEOCORP, INC.										
62418	6/18/2015	6/18/2015	327.56	00209597	20670					Posted
	51-41-6000			HONEYWELL CHARTS FOR TOWERS				327.56 ✓		0.00
265 GREAT PLAINS LANDSCAPE										
62448	6/18/2015	6/18/2015	1,203.75	8177	20777					Posted
	10-18-7310			TREE CITY TREES				1,203.75 ✓		0.00
2517 HQH2O INC.										
62419	6/18/2015	6/18/2015	74.75		21208					Posted
	10-13-6000			187148-WATER				11.50 ✓		0.00
	10-13-6000			187444-WATER				28.75 ✓		0.00
	10-13-6000			187577-WATER				11.50 ✓		0.00
	10-13-6000			189660-WATER				23.00 ✓		0.00
								74.75 ✓		0.00
2554 ERIC INGRAM										
62420	6/18/2015	6/18/2015	1,342.00	121	20927					Posted
	10-13-7420			2015 EXPLORER & 2012 MUSTANG				1,342.00 ✓		0.00
62421	6/18/2015	6/18/2015	1,114.50	120	20929					Posted
	10-13-7420			2009 CHARGER & 2015 EXPLORER				1,114.50 ✓		0.00
356 KANSAS DEPARTMENT OF REVENUE-ABC										
62422	6/18/2015	6/18/2015	25.00		21210					Posted
	10-11-3000			CMB LICENSE-BUBBA Q'S				25.00 ✓		0.00
251 KANSAS GAS SERVICE										

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	<u>Account#</u>			<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>	
251	KANSAS GAS SERVICE (continued)										
62423	6/18/2015	6/18/2015	479.14	100270100	21191					Posted	
	53-41-6210			POWER PLANT					181.00 ✓	0.00	
	10-22-6210			AIRPORT					39.01 ✓	0.00	
	10-15-6210			STREET DEPT					59.12 ✓	0.00	
	10-11-6210			ADMIN					55.68 ✓	0.00	
	51-41-6210			WATER PLANT					36.79 ✓	0.00	
	10-18-6210			PARKS & REC					32.35 ✓	0.00	
	51-43-6210			SYSTEMS					25.07 ✓	0.00	
	52-43-6210			SYSTEMS					25.06 ✓	0.00	
	53-43-6210			SYSTEMS					25.06 ✓	0.00	
									479.14 ✓	0.00	
62424	6/18/2015	6/18/2015	50.14	162672864	21190					Posted	
	10-14-6210			601 N MILL ST					50.14 ✓	0.00	
62425	6/18/2015	6/18/2015	57.77	121850373	21188					Posted	
	53-43-6210			SYSTEMS					14.45 ✓	0.00	
	52-43-6210			SYSTEMS					14.44 ✓	0.00	
	51-43-6210			SYSTEMS					14.44 ✓	0.00	
	10-13-6210			SYSTEMS					14.44 ✓	0.00	
									57.77 ✓	0.00	
62426	6/18/2015	6/18/2015	33.39	169801291	21187					Posted	
	51-41-6210			215B S. CHESTNUT					33.39 ✓	0.00	
62427	6/18/2015	6/18/2015	61.67	200774227	21193					Posted	
	53-43-6210			502 E 12TH BLDG B GENE					61.67 ✓	0.00	
370	KANSAS ONE CALL SYSTEM INC										
62428	6/18/2015	6/18/2015	19.67	5050164	21166					Posted	
	53-43-3000			LOCATES					17.00 ✓	0.00	
	51-43-3000			LOCATES					17.00 ✓	0.00	
	52-43-3000			LOCATES					17.00 ✓	0.00	
	53-43-3000			LOCATES-OVERPAYMENT					0.00	10.45 ✓	
	52-43-3000			LOCATES-OVERPAYMENT					0.00	10.44 ✓	
	51-43-3000			LOCATES-OVERPAYMENT					0.00	10.44 ✓	
									51.00 ✓	31.33 ✓	
375	KANSAS STATE TREASURER										
62429	6/18/2015	6/18/2015	201.00		20803					Posted	
	10-12-3000			LETC FUND					120.00 ✓	0.00	
	10-12-3000			REINSTATEMENT FEE-201500051					81.00 ✓	0.00	
									201.00 ✓	0.00	
394	KRIERS' AUTO PARTS										
62430	6/18/2015	6/18/2015	21.40	4925-189849	20971					Posted	
	51-43-4310			WIPER BLADES					21.40 ✓	0.00	
62431	6/18/2015	6/18/2015	10.88	4925-189022	22219					Posted	
	53-43-4310			FUSE					10.88 ✓	0.00	
62432	6/18/2015	6/18/2015	134.36		21141					Posted	
	10-14-4310			4925-189140-RADIATOR HOSES					39.46 ✓	0.00	
	10-14-4310			4925-189005-RADIATOR HOSE/CLAMPS					37.46 ✓	0.00	
	10-14-4310			UNDERPAYMENT ON INV					57.44 ✓	0.00	
									134.36 ✓	0.00	
62433	6/18/2015	6/18/2015	56.21		CLARK268					Posted	
	25-00-4330			4925-189456-CARB GASKET/FILTER					6.51 ✓	0.00	
	25-00-4330			4925-189885-SEALED BEAM					12.95 ✓	0.00	
	25-00-4330			4925-190164-BELTS/ADJ WRENCH					36.75 ✓	0.00	
									56.21 ✓	0.00	
395	KRIZ-DAVIS CO										
62434	6/18/2015	6/18/2015	525.28	S101098037.001	22246					Posted	
	53-43-6000			CONTROL					525.28 ✓	0.00	
2264	KSVS										
62435	6/18/2015	6/18/2015	700.00	1074-00010-0000	21206					Posted	
	52-43-5400			WASTEWATER SYSTEMS OP AD					700.00 ✓	0.00	
1037	LATTIN AVIATION-TRAVIS LATTIN										
62480	6/18/2015	6/18/2015	1,200.00		21222					Posted	
	10-22-3000			SERVICE CONTRACT-JUNE					1,200.00 ✓	0.00	

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name

Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status
Account#	Work Order	Description	Debit	Credit				
188 LAWSON PRODUCTS INC (continued)								
62436	6/18/2015	6/18/2015	306.32	9303305206		22265		Posted
	53-41-4360	GRINDING DISCS/DRILL BITS	306.32 ✓					0.00
428 MAR KAN SALES CO								
62449	6/18/2015	6/18/2015	884.52			20779		Posted
	10-21-6190	226469-CONCESSION SUPPLIES	0.00					43.16 ✓
	10-21-6190	254620-CONCESSION SUPPLIES	927.68 ✓					0.00
			927.68 ✓					43.16 ✓
424 MCHENRY ELECTRIC & SUPPLY								
62437	6/18/2015	6/18/2015	117.55	13963		22252		Posted
	53-43-4330	TRUCK SERVICE	117.55 ✓					0.00
1160 MID STATES ENERGY WORKS INC								
62459	6/18/2015	6/18/2015	2,444.62	4451		22274		Posted
	53-41-4330	SWITCHES/LABOR/MILEAGE	2,444.62 ✓					0.00
2787 MIDWEST SERVICE BUREAU, INC								
62438	6/18/2015	6/18/2015	64.00			19880		Posted
	53-43-3000	5489-UTILITY COLLECTION FEES	60.00 ✓					0.00
	53-43-3000	5519-UTILITY COLLECTION FEES	4.00 ✓					0.00
			64.00 ✓					0.00
2177 MITCHELL CO HOSPITAL HEALTH SYSTEMS								
62450	6/18/2015	6/18/2015	25.00	N00000816025		21212		Posted
	10-21-3000	LAB WORK	25.00 ✓					0.00
470 MITCHELL COUNTY SOLID WASTE								
62322	6/18/2015	6/18/2015	20,711.08			19879		Ck# 71331 Printed
	54-41-3000	TRASH COLLECTIONS	20,711.08 ✓					0.00
62451	6/18/2015	6/18/2015	7.00	004739-A		20772		Posted
	10-18-4300	LUMBER WASTE	7.00 ✓					0.00
62452	6/18/2015	6/18/2015	8.00	003545		15397		Posted
	52-41-3000	DISPOSAL OF SCREENINGS	8.00 ✓					0.00
62453	6/18/2015	6/18/2015	2,184.00	2015-29		21209		Posted
	10-11-3000	CITY OFFICE	728.00 ✓					0.00
	10-15-3000	STREET & ALLEY	104.00 ✓					0.00
	53-41-3000	POWER PLANT	208.00 ✓					0.00
	10-18-3000	PARKS	624.00 ✓					0.00
	52-41-3000	SEWER PLANT	52.00 ✓					0.00
	10-22-3000	AIRPORT	104.00 ✓					0.00
	10-18-3000	BALL FIELDS	52.00 ✓					0.00
	52-43-3000	DISTRIBUTION/MAINTENANCE	104.00 ✓					0.00
	51-43-3000	DISTRIBUTION/MAINTENANCE	104.00 ✓					0.00
	53-43-3000	DISTRIBUTION/MAINTENANCE	104.00 ✓					0.00
			2,184.00 ✓					0.00
342 MUNICIPAL SUPPLY INC. OF NEBRASKA								
62454	6/18/2015	6/18/2015	205.62	0591376-IN		22247		Posted
	53-43-6000	CLAMPS	205.62 ✓					0.00
2832 NEX-TECH, INC.								
62455	6/18/2015	6/18/2015	123.80	MLKH-2426		CLARK275		Posted
	10-15-6110	INK FOR PRINTER	123.80 ✓					0.00
2864 NXKEM USA, LLC								
62501	6/18/2015	6/18/2015	109.58	1084145		22264		Posted
	53-41-4360	PENETRATING OIL	109.58 ✓					0.00
523 PEPSI COLA OF SALINA								
62457	6/18/2015	6/18/2015	433.20	41464156		20780		Posted
	10-21-6190	PEPSI PRODUCT	433.20 ✓					0.00
527 PIERCE ELECTRONICS								
62458	6/18/2015	6/18/2015	62.15	28195		20678		Posted
	51-41-4360	SERVICE CALL ON TOWER MONITOR	62.15 ✓					0.00
62460	6/18/2015	6/18/2015	120.00	28184		22266		Posted
	53-41-3000	SERVICE CALL & LABOR	120.00 ✓					0.00
2863 PIONEER RESEARCH								
62500	6/18/2015	6/18/2015	437.30	242843		20679		Posted
	52-43-6000	6 GAL ENSOLV	437.30 ✓					0.00

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name		Pay#	Post Date	Due Date	Amount Invoice	Date	PO#	Date	Status
	Account#			Work Order	Description			Debit	Credit
2425 PROTOCOLL, LLC (continued)									
62461	6/18/2015	6/18/2015	364.00				20926		
	10-13-5310				JUNE SERVICE			364.00 ✓	Posted 0.00
559 RELIABLE OFFICE SUPPLIES									
62462	6/18/2015	6/18/2015	252.42				20933		
	10-13-6110				BD450101-PRINTER INK			82.96 ✓	Posted 0.00
	10-12-6110				BD450100-PRINTER INK			169.46 ✓	0.00
								252.42 ✓	0.00
321 RICOH USA, INC									
62463	6/18/2015	6/18/2015	1,158.00	94802182			21211		
	10-11-3360				RICOH RENTAL-JUNE			1,158.00 ✓	Posted 0.00
2818 PATTY RUFENER									
62464	6/18/2015	6/18/2015	36.00				22248		
	53-43-6000				CINNAMON ROLLS			9.00 ✓	Posted 0.00
	52-43-6000				CINNAMON ROLLS			9.00 ✓	0.00
	51-43-6000				CINNAMON ROLLS			9.00 ✓	0.00
	53-41-6000				CINNAMON ROLLS			9.00 ✓	0.00
								36.00 ✓	0.00
94 SCHENDEL PEST CONTROL									
62465	6/18/2015	6/18/2015	50.00	34702			22251		
	10-13-6000				PEST CONTROL			12.50 ✓	Posted 0.00
	53-43-6000				PEST CONTROL			12.50 ✓	0.00
	52-43-6000				PEST CONTROL			12.50 ✓	0.00
	51-43-6000				PEST CONTROL			12.50 ✓	0.00
								50.00 ✓	0.00
2418 SCHROEDER LAW OFFICE, LLC									
62466	6/18/2015	6/18/2015	635.71				21168		
	10-11-6000				1441-OFFICE EXPENSES			125.71 ✓	Posted 0.00
	30-00-3000				1440-K-14 LAND ACQUISITION			510.00 ✓	0.00
								635.71 ✓	0.00
607 SHAMBURG OIL COMPANY									
62467	6/18/2015	6/18/2015	48.00	481905			20968		
	51-43-6270				CLEAR DIESEL			48.00 ✓	Posted 0.00
62468	6/18/2015	6/18/2015	47.01	478924			21505		
	51-43-6270				CLEAR DIESEL			47.01 ✓	Posted 0.00
62469	6/18/2015	6/18/2015	166.76				20972		
	52-43-6270				480386-CLEAR DIESEL			70.01 ✓	Posted 0.00
	52-43-6270				481734-CLEAR DIESEL			96.75 ✓	0.00
								166.76 ✓	0.00
62470	6/18/2015	6/18/2015	577.50	479383			20967		
	51-43-6180				OIL			192.50 ✓	Posted 0.00
	52-43-6180				OIL			192.50 ✓	0.00
	53-43-6180				OIL			192.50 ✓	0.00
								577.50 ✓	0.00
62471	6/18/2015	6/18/2015	(23.67)	277201			21199		
	51-43-6270				EXCISE TAX CREDIT-MAY			0.00	Posted 23.67 ✓
626 SOLOMON VALLEY HOME CENTER									
62472	6/18/2015	6/18/2015	8.79	10358975			15391		
	52-41-4330				TORX DRIVER BITS			8.79 ✓	Posted 0.00
62473	6/18/2015	6/18/2015	264.09				20754		
	10-18-6000				10358310-MUNI CART REPAIR			12.49 ✓	Posted 0.00
	10-17-6800				10359122-FIELD MARKER BAGS			251.60 ✓	0.00
								264.09 ✓	0.00
62474	6/18/2015	6/18/2015	69.47				20764		
	10-18-6000				10360382-TOILET SEAT			21.99 ✓	Posted 0.00
	10-18-6000				10360486-ROLLED CORK			25.00 ✓	0.00
	10-18-6000				10360444-ACQ BOARD			11.49 ✓	0.00
	10-21-6000				10360438-SPRAY SEALER			10.99 ✓	0.00
								69.47 ✓	0.00

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name

Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status
	Account#	Work Order		Description			Debit	Credit
626 SOLOMON VALLEY HOME CENTER (continued)								
62475	6/18/2015	6/18/2015	904.71			CLARK269		Posted
	30-00-6150			10358815-MARKING PAINT			845.94 ✓	0.00
	30-00-6150			10359381-1 ROLL BAR TIES			15.99 ✓	0.00
	10-15-6000			10359442-HAMMER BIT/KNEE PADS			42.78 ✓	0.00
							<u>904.71 ✓</u>	0.00
628 SOLOMON VALLEY VET HOSPITAL PA								
62476	6/18/2015	6/18/2015	44.62	242536		20932	44.62 ✓	Posted 0.00
	10-13-3510			DOG FOOD				
62477	6/18/2015	6/18/2015	119.75	243169		21167	119.75 ✓	Posted 0.00
	10-11-3500			ANIMAL BOARDING				
84 ST JOHN'S SCHOOL - CROSSWALK GUARD								
62481	6/18/2015	6/18/2015	50.00			21223	50.00 ✓	Posted 0.00
	10-13-3000			CROSSWALK-10 DAYS @ 5.00				
643 STANION WHSE ELECTRIC COMPANY								
62478	6/18/2015	6/18/2015	450.10			22243		Posted
	53-43-6000			3859021-03-TERMINAL			57.39 ✓	0.00
	53-43-6000			3868026-00-LAMPS			392.71 ✓	0.00
							<u>450.10 ✓</u>	0.00
423 SUNNYVIEW CUSTOM DESIGNS								
62479	6/18/2015	6/18/2015	105.00			21218		Posted
	10-15-2911			KHAKI W/ LOGO			35.00 ✓	0.00
	51-41-2911			GRAY W/LOGO			14.00 ✓	0.00
	51-41-2911			NAVY W/LOGO			56.00 ✓	0.00
							<u>105.00 ✓</u>	0.00
673 THOMPSON'S OK TIRE, INC								
62482	6/18/2015	6/18/2015	1,648.30	1-102106		20966	1,648.30 ✓	Posted 0.00
	52-43-6140			TIRES				
62483	6/18/2015	6/18/2015	1,704.78	1-101274		20963	1,704.78 ✓	Posted 0.00
	51-43-6140			TIRES				
62484	6/18/2015	6/18/2015	7.00	1-103242		20776	7.00 ✓	Posted 0.00
	10-18-6140			MOUNT & DISMOUNT TIRE				
62485	6/18/2015	6/18/2015	12.00	1-102242		20919	12.00 ✓	Posted 0.00
	10-13-4310			TIRE REPAIR				
1163 TMHC SERVICES INC								
62486	6/18/2015	6/18/2015	840.50	204548		21214		Posted
	10-21-3000			PRE-EMPLOYMENT TEST			75.00 ✓	0.00
	10-14-3000			PRE-EMPLOYMENT TEST			75.00 ✓	0.00
	10-14-3000			PRE-EMPLOYMENT TEST			75.00 ✓	0.00
	10-17-3000			PRE-EMPLOYMENT TEST			75.00 ✓	0.00
	10-11-3000			PRE-EMPLOYMENT TEST			75.00 ✓	0.00
	10-15-3000			PRE-EMPLOYMENT TEST			75.00 ✓	0.00
	10-21-3000			PRE-EMPLOYMENT TEST			75.00 ✓	0.00
	10-20-3000			PRE-EMPLOYMENT TEST			75.00 ✓	0.00
	10-21-3000			PRE-EMPLOYMENT TEST			75.00 ✓	0.00
	10-11-3000			EAP FEE			72.00 ✓	0.00
	10-11-3000			ADMIN FEE			93.50 ✓	0.00
							<u>840.50 ✓</u>	0.00
62487	6/18/2015	6/18/2015	199.50	204547		21213		Posted
	10-21-3000			PRE-EMPLOYMENT TEST			75.00 ✓	0.00
	10-11-3000			EAP FEE			42.00 ✓	0.00
	10-11-3000			ADMIN FEE			82.50 ✓	0.00
							<u>199.50 ✓</u>	0.00
704 UNIVAR USA INC								
62488	6/18/2015	6/18/2015	18,800.03	WI611869		22499	18,800.03 ✓	Posted 0.00
	51-41-6170			SULFATE				
697 USD 273								
62489	6/18/2015	6/18/2015	273.00			21224		Posted
	10-13-3000			CROSSWALK-14 DAYS @ 19.50			273.00 ✓	0.00
410 UTILITIES								
62490	6/18/2015	6/18/2015	686.55	7346		19881	686.55 ✓	Posted 0.00
	10-13-6220			CITY SHARE OF JAIL UTILITIES				

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>
2067	VERIZON WIRELESS SERVICES, LLC (continued)									
62491		10-13-5310	6/18/2015	6/18/2015	233.62	3244202151 PD CELL PHONES		20928	233.62 ✓	Posted 0.00
2854	VOGTS-PARGA CONSTRUCTION LLC									
62492		41-00-8414	6/18/2015	6/18/2015	358,858.62	PROJECT 15017 CONSTRUCTION OF N CAMPUS STREE		21221	358,858.62 ✓	Posted 0.00
712	WACONDA TRADER									
62493		52-43-5400	6/18/2015	6/18/2015	75.60	WASTEWATER SYSTEMS OP AD		21170	75.60 ✓	Posted 0.00
62494		51-43-5400	6/18/2015	6/18/2015	75.60	WATER MAIN FLUSHING-5/13/15		21171	37.80 ✓	Posted 0.00
		51-43-5400				WATER MAIN FLUSHING-5/20/15			37.80 ✓	0.00
									75.60 ✓	0.00
62495		10-11-5400	6/18/2015	6/18/2015	50.00	OUTDOOR GUIDE		21172	50.00 ✓	Posted 0.00
62496		53-41-5400	6/18/2015	6/18/2015	75.60	SEASONAL HELP-POWER PLANT		21169	75.60 ✓	Posted 0.00
728	WEIS FIRE & SAFETY EQUIPMENT CO. INC.									
62497		53-43-3000	6/18/2015	6/18/2015	591.00	146916 SERVICE FIRE EXTINGUISHERS		22249	197.00 ✓	Posted 0.00
		52-43-3000				SERVICE FIRE EXTINGUISHERS			197.00 ✓	0.00
		51-43-3000				SERVICE FIRE EXTINGUISHERS			197.00 ✓	0.00
									591.00 ✓	0.00
62498		53-41-3000	6/18/2015	6/18/2015	190.34	146912 SERVICE FIRE EXTINGUISHERS		22258	190.34 ✓	Posted 0.00
					483,541.45	178 Non-voided payables listed.				

Report Setup
 AP - Accounts Payable Listing : Vendor Name
 Filter Options
 Starting: 6/18/2015
 Ending: 6/18/2015
 Banks: All
 Payable Status: Posted, Printed, ACH, Recorded, Voided
 All Vendors Selected

REQUEST FOR COUNCIL ACTION



RECOMMENDATION:

I recommend that the Council approve Ordinance 2164 Franchise Agreement with Rolling Hill Electric for Service to RWD#3 Headquarters.

FISCAL NOTE:

- There is no direct cost associated with this item.

DISCUSSION:

Mitchell County Rural District Water #3 is planning to build a new district office on Highway 24 west of J-D Trucking. Their building site is in the city limits of Beloit and in our electric territory district. However, it would cost an estimated \$30,000 to \$40,000 for the city electric department to serve this new building, but it would cost an estimated \$500.00 for Rolling Hills Electric Cooperative to serve this building.

Signing this agreement would allow Rolling Hills Electric Cooperative to serve the new Rural District office and pay the city a franchise fee for the life of the agreement.

Respectfully submitted,

Glenn Rodden
City Administrator

ORDINANCE NO. 2164

This Franchise Ordinance between the City of Beloit, Kansas, party of the first part, and Rolling Hills Electric Cooperative, Inc., party of the second part, grants Rolling Hills Electric Cooperative, Inc. the right to supply electric energy to the Mitchell County Rural Water District No. 3 Headquarters located along Highway 24 [a 3.0 acre tract located in the NE/4 of 5-7-7] near the City of Beloit, Kansas, subject to the terms and conditions as hereinafter set forth.

SECTION 1. DEFINITIONS.

For the purpose of this electric power franchise agreement, the following terms, phrases, words, and their derivatives shall have the meanings set forth in this section, unless the context clearly indicates that another meaning is intended. Words used in the present tense include the future tense, words in the single number include the plural number, and words in the plural number include the singular. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- (a) *City* means the City of Beloit, Kansas.
- (b) *Company* means Rolling Hills Electric Cooperative, Inc., Inc., a Kansas corporation.
- (c) *Distributed* or *distribution* means all sales, distribution, or transportation by the Company or by others through the facilities of the Company in the right-of-way to the Customer, Mitchell County Rural Water District No. 3.
- (d) *Customer* means Mitchell County Rural Water District No. 3 at the stated location under a service agreement.
- (e) *Facilities* means all electric distribution lines, substations, works, and plants together with all necessary appurtenances located in, along, over, upon, under or through the rights-of-way.
- (f) *Franchise agreement* or *franchise* means this agreement between the City and the Company.
- (g) *Gross receipts* means any and all compensation and other consideration derived directly by the Company from any distribution of electric energy to the Customer for any use within the City, including domestic, commercial and industrial purposes, through charges as provided in tariffs filed and approved, and including without limitation interruptible sales and single sales; except that such term shall not include revenues from any operation or use of any or all of the facilities in the rights-of-way by others nor shall such term include revenue from certain miscellaneous charges and accounts, including but not limited to delayed or late payment charges, connection and disconnection fees, reconnection fees, customer project contributions, returned check charges, and temporary service charges.
- (h) *Public improvement* means any existing or contemplated facility, building, or capital improvement project, owned, occupied or used by the City, including without limitation streets, alleys, sidewalks, sewer, water, drainage, rights-of-way improvements, and public projects.

- (i) *Public project* means any project, or that portion thereof, planned, undertaken or financed through the City or any governmental entity for construction, reconstruction, maintenance, or repair of public improvements, or for any other purpose of a public nature or in the public interest. In designating a project as a public project, the City shall use reasonable discretion.
- (j) *Private development project* shall mean a project, or that portion thereof, planned, undertaken or financed by a non-governmental third party that is primarily for the benefit and use of the third party. As used herein, the term "private development project" does not include any project or portion that is a public project.
- (k) *Rights-of-way* means the surface and space on, above, and below every municipal street, alley, road, highway, lane or City right-of-way dedicated or commonly used now or hereafter for vehicular travel or utility purposes, and used by Company for its distribution purposes, including but not limited to overhead lighting facilities, and including utility easements wherein the City now or hereafter acquires the right and authority to locate or permit the location of utilities. This term shall not include any county, state or federal rights-of-way or any property owned or controlled by any person or agency other than the City, except as provided by applicable law or pursuant to an agreement between the City and any such person or agency. "Rights-of-way" shall not include property owned or leased by the City that is not typically utilized as right-of-way for laying of lines, such as City parks, City hall property, or public works facilities.

SECTION 2. RIGHTS GRANTED.

- (a) The Company, its successors and assigns, is granted the exclusive right, privilege, and franchise to construct, maintain, extend, and operate its facilities in, through, and along the rights-of-way of the City for the purpose of supplying electric energy to the Customer's headquarters located on Highway 24 [a 3.0 acre tract located in the NE/4 of 5-7-7] for the full term of this franchise; subject, however, to the terms and conditions of this franchise agreement.
- (b) The Company shall not use, or allow any other person or entity to use, its facilities or the City's right-of-way for any purpose other than the provision of electric power, except successors to the Company by merger, consolidation or otherwise. The Company shall not permit a subsidiary, affiliate, or a third party to acquire rights to occupy the rights-of-way under this franchise, except that the Company may allow the use of its facilities when the City receives prior written notification of such use, and such use is compensated to the City under the provisions of a franchise granted by the City to any such third party.

SECTION 3. TERM AND AMENDMENT.

- (a) The term of this franchise shall be for a term of twenty (20) years from September 1, 2015 to August 31, 2035.
- (b) Upon 60 days advance written notice by the City, the franchise fee percentage rate may be changed on the fifth, tenth or fifteenth anniversary of the effective date of this ordinance.

- (c) Upon written request of either the City or the Company, and upon agreement of the other party, the franchise may be reopened and renegotiated at any time upon any of the following events:
- (1) Change in federal, state, or local law, regulation, or order which materially affects any rights or obligations of either the City or the Company, including but not limited to the scope of the grant to the Company or the compensation to be received by the City; or
 - (2) Change in the structure or operation of the electrical energy industry which materially affects any rights or obligations of either the City or the Company, including but not limited to the scope of the grant to the Company or the compensation to be received by the City; or
 - (3) Any other material and unintended change or shift in the economic benefit to the City or a change the Company did not anticipate upon accepting the grant of this franchise.
- (d) Company reasonably determines that the City's rules, regulations, policies, resolutions or ordinances, have or will become economically burdensome, or because of other material and unintended change or shift in the economic benefit to the Company. (e) Any amendments pursuant to this section shall be made by ordinance as required by state law. The franchise shall remain in effect according to its terms until any review or renegotiation is complete and such amendments are adopted and effective.

SECTION 4. CONSIDERATION.

- (a) As consideration for granting this franchise, the Company shall pay to the City a sum equal to five percent (5%) of the gross receipts received from such distribution of electric energy and the above sum shall be adjusted for uncollected receivables and for receivables that are later collected. The Company shall make an accounting on a monthly basis to the City of all electric energy that has been distributed within the City.
- (b) Payment of the compensation above shall be effective on the first day of the first month after final passage and approval by the City and acceptance by the Company. Such payments shall be made to the City on a monthly basis for the preceding monthly period.
- (c) Notwithstanding anything to the contrary in this franchise, the fee provided herein shall not become effective within any area annexed by the City until 30 days after the City provides the Company with a certified copy of the annexation ordinance, proof of publication as required by law and a map of the City detailing the annexed area.
- (d) Company shall use commercially reasonable efforts to ensure the accuracy of its records and of the determination of the amount of gross receipts subject to the fee provided for herein. In the event and to the extent the accounting rendered to the City by the Company is found to be incorrect due to Company's failure to use commercially reasonable efforts as provided herein, then payment shall be made on the corrected amount, it being agreed that the City may accept any amount offered by the Company, but the acceptance thereof by the City shall not be deemed a settlement of such item if the amount is in dispute or later found to be incorrect. The Company agrees that all of its books, records, documents, contracts and agreements as may be reasonably necessary for an effective compliance review of this franchise shall upon reasonable notice and at reasonable times be opened to the inspection

and examination of the officers of the City and its duly authorized agents, auditor, and employees for the purpose of verifying said accounting. Notwithstanding the obligation herein, the Company shall have the right to require the reasonable protection of proprietary information of the Company.

- (e) The payments and compensation herein provided shall be in lieu of all other City licenses, taxes, charges, and fees, except that the usual general property taxes and special ad valorem property assessments, sales and excise taxes, or charges made for privileges which are not connected with the electric energy business, shall be imposed on the Company and are not covered by the payments herein.

SECTION 5. USES OF RIGHT-OF-WAY.

- (a) The Company shall comply with the City's reasonable rules, regulations, policies, resolutions and ordinances in effect or hereafter adopted that relate to the use of the City's rights-of-way. The Company shall comply with the City's reasonable rules, regulations, policies, resolutions and ordinances that relate to permits, sidewalk and pavement cuts, utility location, construction coordination, screening, and other requirements on the use of the rights-of-way. Provided, however, that the Company retains its right to oppose, challenge, or seek judicial review of, any such rules, regulations, policies, resolutions, or ordinances proposed, adopted, or promulgated by the City, as provided by law. Further, other than the fee required by Section 4, such rules, regulations or policies shall not require the payment of additional fees or additional costs for the use of the right-of-way.
- (b) Further, the Company shall comply with the following:
 - (1) The Company's use of the rights-of-way shall in all matters be subordinate to the City's reasonable use or occupation of the rights-of-way, which reasonable use or occupation does not unreasonably interfere with the distribution ability of Company. Without limitation of its rights, the City expressly reserves the right to exercise its governmental powers now and hereafter vested or granted in the City. The Company shall coordinate the installation of its facilities in the rights-of-way in a manner which minimizes adverse impact on public improvements, as reasonably determined by the City. Where installation is not otherwise regulated, the facilities shall be placed with adequate clearance from such public improvements so as not to unreasonably impact or be impacted by such public improvement as defined in the City's design standards and specifications, available in the office of the public works director.
 - (2) The Company shall construct and maintain its facilities so as not to unreasonably interfere with other users of the rights-of-way.
 - (3) All earth, materials, sidewalks, paving, crossings, utilities, public improvements, or improvements of any kind located within the rights-of-way damaged or removed by the Company in its activities under this franchise shall be fully repaired or replaced promptly by the Company without cost to the City to the reasonable satisfaction of the City; however, when such activity is a joint project of utilities or franchise holders, the expenses thereof shall be prorated among the participants, and to the reasonable satisfaction of the City in accordance with the ordinances and regulations of the City pertaining thereto. Nothing in this franchise shall require the Company to repair or

replace any materials, trees, flowers, shrubs, landscaping or structures that interfere with the Company's access to any of its facilities located in a utility easement. Any excavation, back filling, repair and restoration, and all other work performed in the rights-of-way shall be done in conformance with the City's design standards and specifications as promulgated by the public works director. The public works director has the authority to inspect the repair or replacement of the damage, and if necessary, to require the Company to do the additional necessary work. At the time of any inspection, the public works director may order the immediate cessation of any work, which poses a serious threat to the life, health, safety, or well-being of the public. Notice of the unsatisfactory restoration and the deficiencies found will be provided to the Company and a reasonable time not to exceed 15 days will be provided to allow for the deficiencies to be corrected.

- (4) Except in the event of an emergency, as reasonably determined by the Company, the Company shall reasonably comply with all laws, rules, regulations, policies, resolutions, or ordinances now or hereinafter adopted or promulgated by the City relating to any construction, reconstruction, repair, or relocation of facilities which would require any street closure which reduces traffic flow. Notwithstanding the foregoing exception all work, including emergency work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected.
- (c) The Company shall maintain and file with the City updated maps, in such form as may be reasonably required by the community development director, providing the location and sufficient detail of all existing and new facilities in the rights-of-way, and such other related information as may be reasonably required by the public works director of all users of the rights-of-way. Such maps shall be updated and kept current with the City.
- (d) Whenever the City shall, in its exercise of the public interest, request of the Company the relocation or reinstallation of any of its facilities to accommodate a public project, Company shall remove, relocate or reinstall any such property as may be reasonably necessary to meet the request, and the cost of such relocation, removal or reinstallation of the facilities shall be the exclusive obligation of the Company. The Company shall upon request of any other person requesting relocation of facilities and holding a validly issued building or moving permit of the City, and within 48 hours prior to the date upon which the person intends to exercise its rights under the permit, the Company shall temporarily raise, lower or relocate its wires or other facilities as may be required for the person to exercise the rights under the permit, and the Company may require such permit holder to make payment in advance for any expenses incurred by the Company.
- (e) The Company shall be responsible for its costs that are directly associated with its installation, maintenance, repair, operation, use, and replacement of its facilities within the rights-of-way. The Company shall be responsible for its own costs incurred removing or relocating its facilities when required by the City due to reasonable City requirements relating to maintenance and use of the rights-of-way for City purposes, as part of a public project.
- (f) The Company shall coordinate with the City on the design and placement of facilities in the rights-of-way during and for the design of public projects. At the request and sole expense

of the Company, the City may include design for facilities in the design of public projects. Upon request by the City and within the time period specified in the City's request, the Company shall locate, remove, relocate, or adjust any facilities located in rights-of-way if reasonably necessary for a public project. Such location, removal, relocation, or adjustment for a particular public project shall be performed by the Company without expense to the City, its employees, agents, or authorized contractors and shall be specifically subject to applicable City rules and regulations. Such relocation or adjustment shall be completed as soon as possible within the time set forth in any request by the City for such relocation or adjustment. If additional location, removal, relocation, or adjustment becomes necessary as a result of inaccurate or mistaken information provided by the Company or City, the party which provided such inaccurate or mistaken information shall be responsible for costs associated with such additional location, removal, relocation, or adjustment without expense to the other party. The City will use its best efforts to continue to provide a location in the rights-of-way for the Company's facilities as part of a public project, provided that the Company has cooperated promptly and fully with the City in the design of its facilities as part of the public project.

- (g) The Company shall not be responsible for the expenses of relocation to accommodate any new private development project initiated after the effective date of this franchise. The expenses attributable to such a project shall be the responsibility of the third party requesting, requiring, or using such project upon the request and appropriate documentation of the Company. Before such expenses may be billed to the third party, the Company shall be required to coordinate with the third party and the City on the design and construction to ensure that the work required is necessary and done in a cost effective manner. The Company may require payment in advance of estimated costs of relocation prior to undertaking any work required to accommodate any new private development project initiated after the effective date of this franchise.
- (h) The Company shall take reasonable measures to protect and defend its facilities in the rights-of-way from harm or damage. If the Company fails to accurately locate facilities when requested, it shall have no claim for costs or damages against the City. The Company shall be responsible to the City and its agents, representatives, and authorized contractors for all damages including, but not limited to, delay damages, repair costs, down time, construction delays, penalties or other expenses of any kind arising out of the failure of the Company to perform any of its obligations. The above general provisions notwithstanding, the City and its authorized contractors shall take reasonable precautionary measures including calling for utility locations through Kansas One Call and exercising due caution when working near the Company's facilities.
- (i) At a minimum, and without limitation, the Company shall comply with all building, electrical and zoning codes currently or hereafter in force in the City. The Company shall comply with all technical and zoning standards governing construction, reconstruction, installation, operation, testing, use, maintenance, and dismantling of the facilities in the right-of-way, as required by present and future federal, state, and reasonable City laws and regulations, including but not limited to the most recent standards of the State of Kansas, the Occupational Safety and Health Administration, and the U.S. Department of Transportation.

- (j) The City encourages the conservation of the rights-of-way by the sharing of space by all utilities. Notwithstanding provisions of this franchise prohibiting third party use, to the extent required by federal or state law, the Company may permit any other franchised entity by an appropriate grant, or a contract, or agreement negotiated by the parties, to use any and all facilities constructed or erected by the Company. Company will not unreasonably deny use of its facilities.
- (k) The Company shall comply with reasonable City ordinances and regulations regarding the cutting, trimming, and removal of trees upon and overhanging the rights-of-way. For routine trimming operations, customers shall be contacted at least one week in advance by either personal contact or by informational door hanger. The Company shall perform line clearance work in accordance with its general terms and conditions, NESC 218, and regulations established under OSHA 29 CFR 1910.269. All pruning operations shall be performed by personnel qualified to perform the work and in accordance with the latest versions of ANSI Z133.1 (Safety Requirements for Pruning, Repairing, Maintaining and Removing Trees, and Cutting Brush) and ANSI A300 (Part 1) (Standard Practices for Tree, Shrub, and Other Woody Plant Maintenance).

SECTION 6. INDEMNITY AND HOLD HARMLESS.

The Company, its successors and assigns, in the construction, maintenance and operation of its electric power distribution system, shall use reasonable precaution, under the circumstances, to avoid damage or injury to persons and property. The Company, its successors and assigns, shall hold and save the City, its officers, employees, agents and authorized contractors harmless from any and against all claims, damages, expense, liability, and costs, including reasonable attorney fees, caused by the negligence, on a comparative basis under Kansas law, of Company, its employees, agents, or servants, related to the Company's occupancy of the rights-of-way. In the event a claim shall be made or an action shall be instituted against the City arising out of the Company's occupancy of the rights-of-way, then upon notice by the City to the Company, the Company shall assume responsibility for the defense of such actions at the cost of the Company, subject to the option of the City, regardless of any other wording herein, to appear and defend, at its own cost and expense, including its attorney fees.

SECTION 7. 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 Company will be to: Doug Jackson, Rolling Hills Electric Cooperative, Inc., 122 W. Main, P.O. Box 307, Mankato, Kansas 66956. Notice will be effective upon delivery, by hand delivery or by first class mail to the above address until the City or the Company notifies the other, in writing, of a change in address.

SECTION 8. RIGHTS AND DUTIES OF COMPANY UPON EXPIRATION OF ORDINANCE.

Upon expiration or termination of this Ordinance, whether by lapse of time, by agreement

between the Company and the City, forfeiture or as otherwise provided herein, the Company 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 Company immediately upon such removal, to restore the Right-of-way from which its Facilities are removed to as good condition as before removal and without cost to the City.

SECTION 9. TERMINATION OR FORFEITURE OF FRANCHISE.

- (a) In case of failure on the part of the Company, its successors and assigns, to reasonably comply with any of the provisions of this Ordinance, or if the Company, 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 Company, 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 Company 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 Company 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 Company has not instituted an action in the District Court of Mitchell County, Kansas to determine whether or not the Company 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 Company does institute an action, as above provided, to determine whether or not the Company 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 10. EFFECTIVENESS.

This Ordinance shall become effective after the Ordinance has been published in the official City paper and the expiration of 60 days from the date of final passage without the submission of a rejection in writing by the Company.

SECTION 11. 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 12. COMPANY ACCEPTANCE.

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

PASSED and ADOPTED by the Governing Body and signed by the Mayor this 16th day of June, 2015.

Tom Naasz, Mayor

ATTEST:

APPROVED AS TO FORM:

Amanda J. Lomax, City Clerk

Katie J. Schroeder, City Attorney

REQUEST FOR COUNCIL ACTION



RECOMMENDATION:

The Planning Commission is recommending that the Council approve Ordinance 2165 adopting the Comprehensive Plan as written.

FISCAL NOTE:

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

DISCUSSION:

At the previous council meeting the city council had the opportunity to discuss the comprehensive plan as recommended by the planning commission. After receiving input from the public and discussion with the staff, the council did not recommend any changes to the plan. Adopting ordinance accepts the comprehensive plan as written.

Respectfully submitted,

Glenn Rodden
City Administrator

ORDINANCE NO. 2165

AN ORDINANCE ADOPTING THE CITY OF BELOIT, KANSAS COMPREHENSIVE PLAN AND REPLACING IN ITS ENTIRETY THE EXISTING COMPREHENSIVE PLAN FOR THE CITY OF BELOIT, KANSAS AND REPEALING ORDINANCE 1755.

WHEREAS, the City of Beloit, Kansas has a duly constituted Planning Commission as provided within K.S.A. 12-744; and

WHEREAS, pursuant to K.S.A. 12-747(a), the Beloit Planning Commission is authorized to make or cause to be made a comprehensive plan for the development of the City of Beloit and any unincorporated territory lying outside of the City but within the same County in which the City is located, which in the opinion of the Planning Commission, forms the total community of which the City is a part; and

WHEREAS, pursuant to K.S.A. 12-747(b), the Beloit Planning Commission is authorized to make recommendations to the Governing Body of the City relating to the adoption and amendment of a comprehensive plan by a single resolution or by successive resolutions and is further authorized to adopt or amend parts of the comprehensive plan for the City of Beloit; and

WHEREAS, the City of Beloit previously adopted a Comprehensive Plan titled "Comprehensive Plan for the City of Beloit, Kansas", approved with Ordinance 1755 on March 15, 1994, by the governing body of the City of Beloit, Kansas; and

WHEREAS, the Planning Commission has determined a need to adopt a new comprehensive plan; and

WHEREAS, the City of Beloit formed the Comprehensive Plan Steering Committee, consisting of elected officials, business owners and other local leadership in 2013 to advise the City of Beloit in its writing of the City of Beloit Comprehensive Plan; and

WHEREAS, with the assistance of comprehensive planning consultant Hanna:Keelan Associates, P.C., the City of Beloit conducted numerous public participation and outreach activities including but not limited to a citizen survey, community meetings and workshops, and meetings with individuals; and

WHEREAS, the Planning Commission has proposed a new comprehensive plan, titled City of Beloit Comprehensive Plan, to include sections regarding the Beloit Planning Process; Community Planning Goals & Action Steps; Population, Income & Economic Profile; Land Use, Growth & Redevelopment; Public Facilities, Utilities, & Transportation; Community & Economic Development Profile & Plan; Energy Element; and Beloit Citizen Survey Results; and

WHEREAS, the City of Beloit Comprehensive Plan includes data in text and charts

regarding existing community conditions and projections and forecasts regarding future community conditions; and

WHEREAS, the City of Beloit Comprehensive Plan includes maps of future plans regarding land use, transportation, community facilities, parks and recreation, and community character; and

WHEREAS, proper notice was published in the official City newspaper once at least twenty (20) days prior to the public hearing on the proposed City of Beloit Comprehensive Plan; and

WHEREAS, proper written notice dated April 1, 2015, was provided to the county and townships affected, of the city's intent to extend the planning area into the county; and

WHEREAS, the Planning Commission held a public hearing on the City of Beloit Comprehensive Plan on May 12, 2015 at which public comments were encouraged; and

WHEREAS, on May 12, 2015 the Planning Commission adopted Resolution PC-15-01, titled "A Resolution Adopting the Comprehensive Plan for the City of Beloit, Kansas Replacing in its Entirety the Existing Comprehensive Plan for the City of Beloit,"; and

WHEREAS, proper written notice dated May 15, 2015, was provided to the county and townships affected, of the city's intent to extend the planning area into the county; and

WHEREAS, a certified copy of the Comprehensive Plan, adopted by the Planning Commission, together with written summaries of the Public Hearing thereon held by the Planning Commission on May 12, 2015, have been submitted to the Governing Body; and

WHEREAS, pursuant to K.S.A. 12-747(b), upon receipt of the Planning Commission's recommendation to adopt a comprehensive plan, the Governing Body of the City has considered the Planning Commission's recommendation and does hereby take the following action upon such recommendation;

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF БЕЛОIT, KANSAS:

Section 1: The Governing Body of the City of Beloit, Kansas, hereby adopts the Comprehensive Plan. Said Comprehensive Plan shall be known as the "Comprehensive Plan of the City of Beloit dated June 2015."

Section 2: There is hereby incorporated herein by reference the City of Beloit Comprehensive Plan dated June 2015, prepared, compiled, published and promulgated by Hanna:Keelan Associates, P.C., and adopted by the Planning Commission of the City of Beloit on May 12, 2015 in its Resolution PC-15-01, and adopted by the Governing Body on June 16,

2015, as set forth in Section 1 of this ordinance, in code form as that term is defined in K.S.A. 12-3301(c), such incorporation by reference being authorized by K.S.A. 12-3009 to and including 12-3012.

Not less than three (3) copies of this Ordinance No. 2165, to each of which shall be attached a copy of the City of Beloit Comprehensive Plan dated June 2015, marked or stamped as "official copy as incorporated by Ordinance No. 2165," shall be filed with the City Clerk to be open to inspection and available to the public at all reasonable business hours. All departments of the City charged with enforcement of the Comprehensive Plan shall be supplied at the cost of the City such number of official copies of such ordinance as may be deemed expedient.

Section 3: The City of Beloit Comprehensive Plan dated June 2015 replaces in its entirety the Comprehensive Plan dated March 15, 1994 approved by Ordinance 1755. Ordinance 1755 is hereby repealed.

Section 4: This Ordinance shall take effect and be in full force from and after its passage and one publication in the official city newspaper.

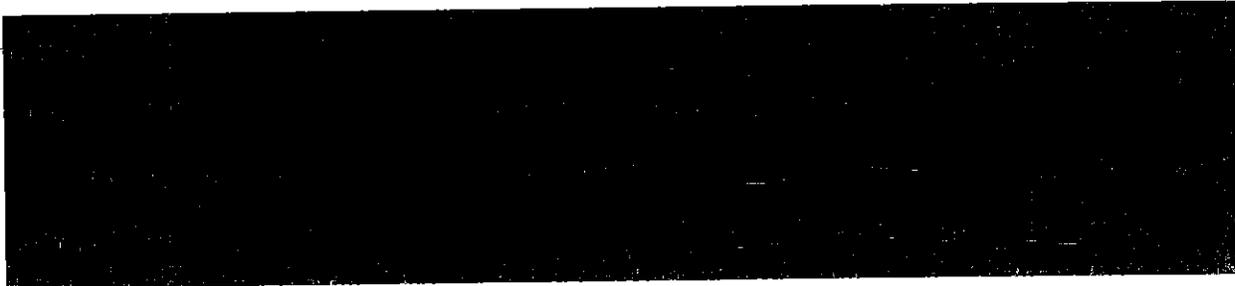
PASSED and ADOPTED by the Governing Body and signed by the Mayor this 16th day of June, 2015.

Tom Naasz, Mayor

ATTEST:

Amanda J. Lomax, City Clerk

REQUEST FOR COUNCIL ACTION



RECOMMENDATION:

I recommend that the City Council approve the enclosed lease with USD 273 for the education building on the North Campus.

FISCAL NOTE:

- USD 273 has agreed to the 5 year lease from the City of Beloit for \$35,000 per year.

DISCUSSION:

Respectfully submitted,

Glenn Rodden
City Administrator

LEASE AGREEMENT – NORTH CAMPUS EDUCATION BUILDING

THIS LEASE AGREEMENT made and entered into as of the 8th day of June, 2015, by The City of Beloit, hereinafter referred to as “Lessor” and Unified School District No. 273 Board of Education, hereinafter referred to as “Lessee”.

WITNESSETH, that Lessor, in consideration of the covenants and agreements of Lessee hereinafter set forth, does let and lease to Lessee, the following described property (hereinafter “Property”), to-wit:

Education Building on the North Campus, formerly known as North Beloit High School, on the grounds of the former Beloit Juvenile Correctional Facility, together with surrounding grounds including but not limited to: parking areas and lawn areas adjacent to the building

Street Address: 1714 N. Hersey Ave., Beloit, Kansas

WHEREAS, the parties agree as follows:

1. TERM

Lessee shall have and hold the Property for a term to begin on the 1st day of July, 2015 and lease term to end on the 30th day of June, 2020. This Lease shall be automatically renewed for additional one (1) year terms unless and until either party desires to terminate the Lease by giving written notice to the other party at least six (6) months prior to any extended term thereof.

2. RENT

There shall be no rent for the Property.

3. USE OF PREMISES AND RENOVATIONS

Lessee, at its expense, shall have the full and unrestricted use, including the ability to add to or improve the facilities of the Property, and to remodel, decorate or paint the interior of the building on the Property for the term of this Lease or any renewal thereof for the following

purposes:

- a. Office space for the Beloit Special Education Cooperative;
- b. Education and classroom space for the Cooperative's Alternative Learning Center; and
- c. Use of the adjacent parking lot and driveway for staff, visitors, and drop-off and pick-up of students.

If Lessee, at its own expense, adds to, expands or improves the facilities of the Property, any structural, mechanical, electrical or plumbing improvements shall become part of the Property and shall remain with the Property following the expiration of the term of the Lease. Such improvements shall not give Lessee an ownership interest in the Property and shall not entitle the Lessee to any rights of ownership. Lessee shall obtain the written consent of the Lessor prior to making any expansion, changes, or improvements to the Property, notwithstanding minor repairs, painting, or decorating that may be done by the Lessee from time to time.

Lessee agrees to maintain the Property in accordance with all Kansas State Department of Education guidelines.

4. BUILDING MAINTENANCE

Lessor shall maintain the heating and air system, plumbing system, electrical system, roof, exterior, exterior walls, windows, guttering, downspouts, and structural portions of the Property. Lessor shall also provide grounds maintenance and snow removal. Lessee shall maintain the interior of the Property in good condition during the term of the Lease, including minor repairs to fixtures, basic custodial services and supplies, and pest control.

5. INSURANCE

Lessor shall maintain property insurance on the Property. Lessee shall maintain insurance on the contents of the Property and public liability insurance.

6. UTILITIES AND PROPERTY TAXES

Lessor shall be responsible for payment of the following utilities: electricity, gas, water, waste water, and trash removal. Lessee shall be responsible for any telephone, cable, and security system expense. In exchange for the payment of utilities, Lessee agrees to pay Lessor the sum of Thirty-Five Thousand and No/Dollars (\$35,000.00) per year. Payments of \$17,500.00 shall be paid on or before July 1st and January 1st during each year of the term of this lease with the first year's payments due July 1, 2015 and January 1, 2016.

7. SUBLETTING AND CHANGING PROVISIONS OF LEASE

Lessee shall not have the right to sublet any or all of the Property, except to the Beloit Special Education Cooperative, without the consent of the Lessor. The parties agree the provisions of this Lease may be changed from time to time by written mutual agreement.

8. HOLD HARMLESS

Lessee covenants and agrees to hold the Lessor harmless through insurance or otherwise for any injury, loss or damage to any person or property on said Property due directly or indirectly to its use or occupancy of the aforesaid Property or any part thereof. Lessor covenants and agrees to hold the Lessee harmless through insurance or otherwise for any injury, loss or damage to any person or property on said Property due directly or indirectly to its leasing of the aforesaid Property or any part thereof.

9. MISCELLANEOUS PROVISIONS

- a. It is expressly agreed that if the Property shall be damaged by fire or other unavoidable casualty so that it is rendered unfit for use and occupancy, then at the election of the Lessor or the Lessee the leasehold rights hereby created shall thereby be terminated.
- b. The Lessee further agrees with the Lessor at the expiration of this Lease to give peaceable possession of the Property to the Lessor in as good condition as they are now except for the usual wear, unavoidable accidents and loss by fire or other casualty.
- c. It is further agreed if default shall be made by the Lessee of any of the covenants herein contained, it shall be lawful for the Lessor to re-enter into and repossess the Property without notice or demand, and the Lessee and each and every other occupant to remove and put out; that the Lessee will yield and deliver up the Property in like condition as in taken, reasonable use and wear thereof and damage by the elements expected.
- d. All plumbing, heating, electrical equipment shall remain therein at the termination of this Lease, this applying to the building proper and not referring to any special connections or fittings installed in connection with or as part of the equipment owned by the Lessee. Lessee agrees to repair any damage done to the Property caused by the removal of any such special connections or fittings.
- e. The Lessee covenants with Lessor that it will consent that the building shall not be overloaded or damaged or that any trade or occupation shall be carried on upon

Property or any use made thereof which shall be unlawful or contrary to any state or federal law or any city ordinance or regulation; and that no act or things shall be permitted upon the Property which shall make void or voidable any insurance on the Property of the building against fire or other casualty.

- f. The Lessee further agrees to cooperate with the Lessor in maintaining favorable fire insurance rating conditions during the full term of this Lease.
- g. It is understood and agreed that all property in the building on the Property shall be at the risk of the Lessee only, and that the Lessor shall not be liable for any damage to Lessee's property however occurring.

10. REMOVAL OF PERSONAL PROPERTY

All personal property placed, installed or constructed upon the Property by Lessee during occupancy, which may be removed at any time by Lessee at the end of the term without substantial damage to the Property, shall be and remains the sole property of Lessee and may be removed. If substantial damage would occur, Lessee may elect to remove the property and restore the Property.

11. AGREEMENT WITH KANSAS LAW

This Lease Agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas.

12. BINDING EFFECT

The terms and conditions of this Lease shall be binding upon the parties, their heirs, agents, administrators, executors or legal successors.

13. LIABILITY FOR DAMAGES

Notwithstanding any language to the contrary, neither party shall be responsible for any

damages caused by the public nor its employees of their respective area, except as provided in the
Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, as amended.

IN WITNESS WHEREOF, this Lease Agreement is executed the day and year first above
written, and by signing the Lease Agreement, the parties certify that the agreement is being entered
into within the authority of law, with their approval and they are authorized to do so.

LESSOR:

THE CITY OF BELOIT, KANSAS

By _____
Tom Naasz, Mayor

ATTEST:

Amanda Lomax, City Clerk

LESSEE:

UNIFIED SCHOOL DISTRICT NO. 273
BOARD OF EDUCATION

By _____
Jason Johnson, President

ATTEST:

Doris Gasper, Clerk of the Board

REQUEST FOR COUNCIL ACTION



RECOMMENDATION:

I recommend that the Council approve the special events license request from Sharon Sahlfeld for the Risin' River Music Festival at the Chautauqua Park August 21st and 22nd, 2015.

FISCAL NOTE:

- There is no direct cost associated with this item.

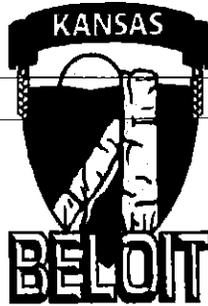
DISCUSSION:

Sharon Sahlfeld is requesting a special event license at the Chautauqua Park for the Risin' River Music Festival Friday August 21st and the 22nd. The party will not sell alcohol.

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 kbenson@beloitks.org

SPECIAL EVENT LICENSE REQUEST FORM

Name: Risin' River Music Festival (Sharon Sahlfeld)

Address: 701 W. Pine

Phone: 785-738-8035

Location of event: Chautauqua Park

Purpose of event: Music Festival 1-1/2 days

request for ~~alcohol~~ alcohol on premises

Date/Time of Event: Fri. Aug. 21 5p.m. 12a.m. Sat. 10am 12a.m

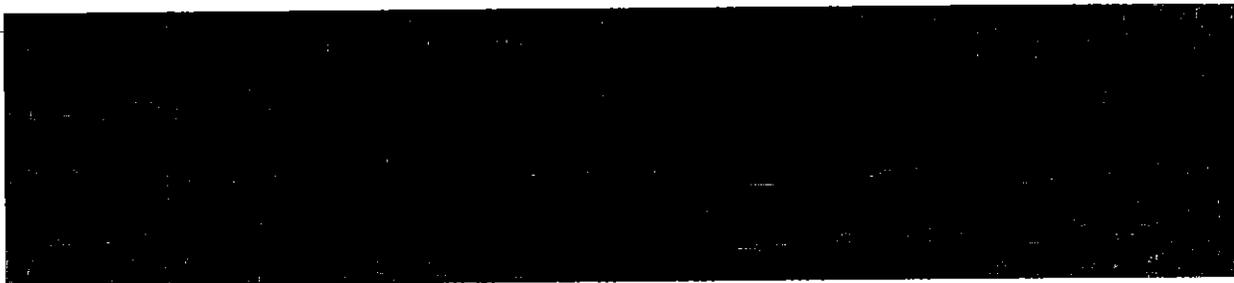
**A \$25.00 special event license fee will be assessed. This fee is due upon receipt of the application.

Fee Received by _____

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

Signature: _____

REQUEST FOR COUNCIL ACTION



RECOMMENDATION:

I recommend that the Council approve the purchase of a Heat Exchanger Oil for engine #7 from Ramsey Oil in the amount of \$10,766.00.

FISCAL NOTE:

- Funding for the heat exchanger oil would come out of Power Plant lubricants & oil (line item 53-41-6180). Lubricants and Oil Fund currently has cash balance of \$17,500.00.

DISCUSSION:

Respectfully submitted,

Glenn Rodden
City Administrator



215 S. Chestnut St.
Beloit, Kansas 67420

Tel No (785) 738-5121
Fax No (785) 738-6401

TO: Glenn Rodden and Beloit City Council

FROM: Ronald Sporleder
Director of System Operations

RE: Heat Exchanger Engine #7 Oil

DATE: June 9, 2015

The oil in Engine #7 needs to be replaced. This will take 1400 gallons of oil. We have contacted 4 companies for quotes; Hampel Oil from Wichita, KS, Werner Oil from Salina, KS, Sapp Brothers from Junction City, KS and Ramsey Oil from McPherson, KS. Hampel Oil can't give a quote as Ramsey Oil is always cheaper and Ramsey has the contract with Mobil Oil. Sapp brothers did not submit their bid.

Hampel Oil – No bid
Werner Oil - \$17,746.30
Sapp Brothers – No bid
Ramsey Oil \$10,766.00

We are asking for permission to purchase 1400 gallons of oil from Ramsey Oil to replace the oil in Engine #7.

Thank you for your consideration on this matter.

Ronald Sporleder
Director of Systems Operation

REQUEST FOR COUNCIL ACTION

RECOMMENDATION:

I recommend that the Council approve the recommendation from the city engineer to seek bids to repair the power plant hot wells.

FISCAL NOTE:

- The estimated cost of this repair is \$25,000.00.

DISCUSSION:

According to City Engineer Stuart Porter, the existing hot well at the power plant is a concrete structure that is experiencing deterioration above the normal water level in the vessel. The deterioration results in aggregate delaminating from the deck (roof) of the structure and landing in the bottom of the hot well. When the high service pumps run to pump water to the water jackets of the power plant engines, these aggregate particles are picked up and forced into the power plant heat exchangers. The heat exchanger that was ruined recently is the direct result of this aggregate material being forced into the engine's cooling system.

We have discussed a number of potential remedies to this problem. Sam Eck with Utility Contractors met with us onsite last month to discuss replacing the structure with a new structure. He followed up just this week with an informal cost estimate of \$210,000 to \$310,000 to construct a new hot well to the east of the existing structure using a "design/build" construction method. I called him this afternoon to discuss the potential timing of this project and he said it would take around 5-6 weeks to get started with construction and an additional 6-7 weeks for construction. This would put the project complete sometime around the middle of September.

Based on our conversation this morning, it would be desirable to have the hot well repaired in some fashion before the heat of August. I have talked to the Tnemec coatings representative (Rick Penner) about potential coatings to withstand the chemical additive in the hot well as well as the elevated temperature of the vessel (120-140 deg. F). He has made a recommendation that he is confident will last a significant number of years. The process would be blasting the interior of the hot well, coating the interior with toweled on cementitious epoxy mortar (Tnemec Series 218), fiberglass matting, and two coats of 100% solids, high performance, chemically resistant epoxy paint (Tnemec Series 239 SC). This is a system that is often used in power plants, wastewater treatment plants, pharmaceutical laboratories, etc. where the conditions are harsh and/or temperatures are high. The cost of this type of a system is roughly \$25,000. I talked to two very reputable coatings contractors (Mongan Painting and Utility Maintenance Contractors) and both of them would be able to get started within a two to four week period. The installation will take one week.

I have no problem with replacing the hot well in principal and think that project should be on the City's horizon. However, the timing of replacing the structure coupled with the current season of the year leads me to believe a much better option is to coat the interior of the hot well in the very near future. In my opinion, the cost of the coating system being \$25k or so is pocket change in comparison to one or more of

these heat exchangers failing. My recommendation is that the Council allow us to move forward with receiving quotes from these two reputable coating contractors to install a 3 part coating system as described above. The installation should be complete before August allowing full operation of the power plant during the traditional hottest month of the year. I would then recommend periodic inspection of the new coating system to monitor performance and then determine if a complete replacement of the hot well is warranted during the cooler (winter) months.

Please let me know if you have any questions regarding my recommendation. I will be out of town on the evening of your 16th Council Meeting.

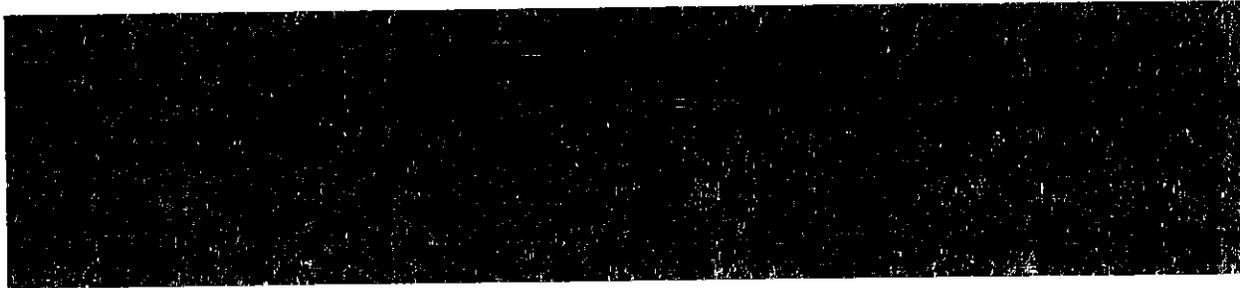
Stuart Porter, P.E.
Project Manager



Respectfully submitted,

Glenn Rodden
City Administrator

REQUEST FOR COUNCIL ACTION



RECOMMENDATION:

I recommend that the Council accept the grant offer from FAA for Airport Improvement Program for the amount up to \$1,979,307.00 and to authorize City Administrator Glenn Rodden to sign for the grant documents.

FISCAL NOTE:

DISCUSSION:

This grant offer is for construction for the runway widening project that is funded by the FAA. The purpose of the project is to lengthen and widen the airport runway to allow larger aircraft and air ambulance flights to land at the Beloit Airport during all weather conditions.

Respectfully submitted,

Glenn Rodden
City Administrator



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Central Region
Iowa, Kansas, Missouri, Nebraska

FAA ACE-621H
901 Locust
Kansas City, MO 64106

Mr. Glenn Rodden
119 N. Hersey Ave.
Beloit, Ks 67420

Dear Mr. Rodden:

We are enclosing the original and two copies of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-20-0008-011-2015 at Moritz Memorial in Beloit, Kansas. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than July 17, 2015, in order for the grant to be valid. The date of the attorney's signature must be on or after the date of the sponsor's authorized representative's signature.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. After you properly execute the grant agreement:
 - Return the executed Grant Agreement marked "Original" to our office via US mail or commercial courier.
 - Retain the copy marked "Sponsor" for your records.
- e. Because time is now critical for entering the executed grant into the FAA system, we request you send a copy of the signed agreement to our office by facsimile or email (pdf document) prior to sending the hardcopy document through U.S. mail or commercial courier.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Please note Grant Condition No. 4 requires you to complete the project without undue delay. We will be paying close attention to your progress to ensure proper stewardship of these Federal funds. **You are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status which will impact future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

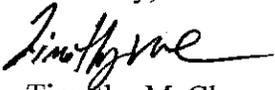
- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports are due within 30 days of the end of a reporting period as follows: ADO may increase frequency of reporting based upon sponsor risk level
- Non-construction project: Due annually at end of the Federal fiscal year.
 1. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the final closeout report documentation as required by your Region/Airports District Office.

I, Timothy McClaran (816) 329-2623, am the assigned program manager for this grant and am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Timothy McClaran
State Project Manager of Kansas
Central Region



U.S. Department of Transportation
Federal Aviation Administration

GRANT AGREEMENT

PART I – OFFER

JUN 10 2015

Date of Offer

Airport/Planning Area

Moritz Memorial

AIP Grant Number

3-20-0008-011-2015

DUNS Number

073330011

TO: City of Beloit, Kansas
(herein called the "Sponsor")

FROM: The United States of America
(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 8, 2015, for a grant of Federal funds for a project at or associated with the Moritz Memorial Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Moritz Memorial Airport (herein called the "Project") consisting of the following:

**Extend and Widen Runway 17/35 to Ultimate Dimension 4,200'x75'
Phase 2 Construction**

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 3, 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$1,979,307**.

For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:

\$ -0- for planning

\$1,979,307 for airport development or noise program implementation

\$ -0- for land acquisition.

2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **July 17, 2017**, or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. System for Award Management (SAM) Registration And Universal Identifier.

A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Requirement for Data Universal Numbering System (DUNS) Numbers

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).

10. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

11. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.

12. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

13. Financial Reporting and Payment Requirements. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

14. Buy American. Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

15. Maximum Obligation Increase For Nonprimary Airports. In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- A. May not be increased for a planning project;
- B. May be increased by not more than 15 percent for development projects;
- C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

16. Audits for Public Sponsors. The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.

17. Suspension or Debarment. The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

19. Trafficking in Persons.

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
 - 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 - 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 - 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
 - 1. Is determined to have violated the Prohibitions; or

2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:

- a. Associated with performance under this agreement; or
- b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.

20. Exhibit "A" Property Map. The Exhibit "A" Property Map dated August 2012, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

21. Airport Layout Plan. The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.

22. Lighting. The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

23. DBE Plan. The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this grant until the Sponsor has received approval of its DBE Plan from the FAA Office of Civil Rights.

24. Pavement Maintenance Management Program. The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will

- A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. Location of all runways, taxiways, and aprons;
 - b. Dimensions;
 - c. Type of pavement, and;
 - d. Year of construction or most recent major rehabilitation.
 2. Inspection Schedule.
 - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

b. **Drive-By Inspection.** A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

3. **Record Keeping.** Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

- a. Inspection date;
- b. Location;
- c. Distress types; and
- d. Maintenance scheduled or performed.

4. **Information Retrieval System.** The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

25. Project which Contain Paving Work in Excess of \$500,000. The Sponsor agrees to:

A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:

1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).
4. Qualifications of engineering supervision and construction inspection personnel.
5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

B. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the FAA.

C. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of

the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

D. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

26. Protection of Runway Protection Zone. The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the runway protection zone, as depicted on the Exhibit "A": Property Map, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.

27. Protection of Runway Protection Zone. The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

28. Plans and Specifications Approval Based Upon Certification. The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

- A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
- B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;
- C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Jim A. Johnson

(Typed Name)

Manager, Airports Division

(Title)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____,

City of Beloit, Kansas

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

By:

(Typed Name of Sponsor's Designated Official Representative)

Title:

(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____,

By:

(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Application for Federal Assistance SF-424

* 1. Type of Submission	* 2. Type of Application	* If Revision, select appropriate letter(s):
<input type="checkbox"/> Preapplication	<input checked="" type="checkbox"/> New	- Select One -
<input checked="" type="checkbox"/> Application	<input type="checkbox"/> Continuation	* Other (Specify)
<input type="checkbox"/> Changed/Corrected Application	<input type="checkbox"/> Revision	

* 3. Date Received:	4. Application Identifier: K61
---------------------	-----------------------------------

5a. Federal Entity Identifier: 3-20-0008-09	* 5b. Federal Award Identifier:
--	---------------------------------

State Use Only:

6. Date Received by State:	7. State Application Identifier:
----------------------------	----------------------------------

8. APPLICANT INFORMATION:

* a. Legal Name: City of Beloit, Kansas

* b. Employer/Taxpayer Identification Number (EIN/TIN): 48-6021110	*c. Organizational DUNS: 073330011
---	---------------------------------------

d. Address:

* Street1: 119 N. Hersey Ave.
 Street 2:
 * City: Beloit
 County: Mitchell
 * State: Kansas
 Province:
 Country: United States *Zip/ Postal Code: 67420

e. Organizational Unit:

Department Name:	Division Name:
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f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. First Name: Glenn
 Middle Name:
 * Last Name: Rodden
 Suffix:
 Title: Beloit City Administrator

Organizational Affiliation:

* Telephone Number: (785) 738-3551	Fax Number: (785) 738-2517
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* Email: grodden@beloitks.org

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Aviation Administration (FAA)

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Beloit, Mitchell County, Kansas

*** 15. Descriptive Title of Applicant's Project:**

Runway 17/35 Extension and Widening

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
*a. Applicant: KS 1st	*b. Program/Project: Same
Attach an additional list of Program/Project Congressional Districts if needed.	
17. Proposed Project:	
*a. Start Date: 09/01/2015	*b. End Date: 07/01/2016
18. Estimated Funding (\$):	
*a. Federal	1,979,307.00
*b. Applicant	
*c. State	
*d. Local	219923.21
*e. Other	
*f. Program Income	
*g. TOTAL	2,199,230.21
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372	
*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: Mr.	*First Name: Glenn
Middle Name:	
*Last Name: Rodden	
Suffix:	
*Title: Beloit City Administrator	
*Telephone Number: (785) 738-3551	Fax Number: (785) 738-2517
* Email: grodden@beloitks.org	
*Signature of Authorized Representative: 	*Date Signed: 6-8-2015

Application for Federal Assistance SF-424

***Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

Application for Federal Assistance (Development Projects)

PART II – PROJECT APPROVAL INFORMATION

SECTION A	
<p>Item 1. Does this assistance request require State, local, regional, or other priority rating?</p> <p style="text-align: center;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Name of Governing Body: FAA</p> <p>Priority:</p>
<p>Item 2. Does this assistance request require State, or local advisory, educational or health clearances?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Agency or Board: (Attach Documentation)</p>
<p>Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>(Attach Comments)</p>
<p>Item 4. Does this assistance request require State, local, regional, or other planning approval?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Approving Agency:</p> <p>Date:</p>
<p>Item 5. Is the proposal project covered by an approved comprehensive plan?</p> <p style="text-align: center;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Check one: State <input type="checkbox"/> Local <input checked="" type="checkbox"/> Regional <input type="checkbox"/></p> <p>Location of Plan: Beloit, KS</p>
<p>Item 6. Will the assistance requested serve a Federal installation?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Federal Installation:</p> <p>Federal Population benefiting from Project:</p>
<p>Item 7. Will the assistance requested be on Federal land or installation?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Federal Installation:</p> <p>Location of Federal Land:</p> <p>Percent of Project: %</p>
<p>Item 8. Will the assistance requested have an impact or effect on the environment?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>(See instructions for additional information to be provided.)</p>
<p>Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Number of: Individuals: Families: Businesses: Farms:</p>
<p>Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>(See instructions for additional information to be provided.)</p>

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The City of Beloit has obtained the necessary aviation easements and monitors all construction around the airport through the Building Official and City permit process.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None.

4. Consistency with Local Plans – The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

None necessary for this project.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

None necessary for this project

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. Land – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

Refer to the attached Exhibit A Property Map Dated 08/15/2012

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

No additional land required for this project.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A"

No additional land required for this project.

*State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL			
1. Federal Domestic Assistance Catalog Number: _____			
2. Functional or Other Breakout: _____			
SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 0.00
2. Preliminary expense			0.00
3. Land, structures, right-of-way			0.00
4. Architectural engineering basic fees <i>additional Design Bidding, Closeout Project Management</i>	88,363.00		88,363.00
5. Other Architectural engineering fees			0.00
6. Project inspection fees	200,013.00		200,013.00
7. Land development			0.00
8. Relocation Expenses			0.00
9. Relocation payments to Individuals and Businesses			0.00
10. Demolition and removal			0.00
11. Construction and project improvement	1,910,854.21		1,910,854.21
12. Equipment			0.00
13. Miscellaneous			0.00
14. Total (Lines 1 through 13)	2,199,230.21	0.00	2,199,230.21
15. Estimated Income (if applicable)			0.00
16. Net Project Amount (Line 14 minus 15)	2,199,230.21	0.00	2,199,230.21
17. Less: Ineligible Exclusions			0.00
18. Add: Contingencies			0.00
19. Total Project Amt. (Excluding Rehabilitation Grants)	2,199,230.21	0.00	2,199,230.21
20. Federal Share requested of Line 19	1,979,307.00		1,979,307.00
21. Add Rehabilitation Grants Requested (100 Percent)			0.00
22. Total Federal grant requested (lines 20 & 21)	1,979,307.00	0.00	1,979,307.00
23. Grantee share	219,923.21		219,923.21
24. Other shares			0.00
25. Total Project (Lines 22, 23 & 24)	\$ 2,199,230.21	\$ 0.00	\$ 2,199,230.21

SECTION C – EXCLUSIONS		
Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$ 0.00	\$ 0.00
SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE		
27. Grantee Share		
a. Securities		\$
b. Mortgages		
c. Appropriations (By Applicant)		219,923.21
d. Bonds		
e. Tax Levies		
f. Non Cash		
g. Other (Explain)		
h. TOTAL - Grantee share		219,923.21
28. Other Shares		
a. State		
b. Other		
c. Total Other Shares		0.00
29. TOTAL		\$ 219,923.21
SECTION E – REMARKS		

PART IV – PROGRAM NARRATIVE (Attach – See Instructions)

PART IV
PROGRAM NARRATIVE
(Suggested Format)

PROJECT : Runway 17/35 Extension and Widening

AIRPORT : Mortiz Memorial Airport

1. Objective:

To extend and widen the primary runway.

2. Benefits Anticipated:

The runway extension and widening will allow for larger based and transient aircraft.

3. Approach: (See approved Scope of Work in Final Application)

The project will be complete as outlined in the Consultant's scope of services attached to this grant application.

4. Geographic Location:

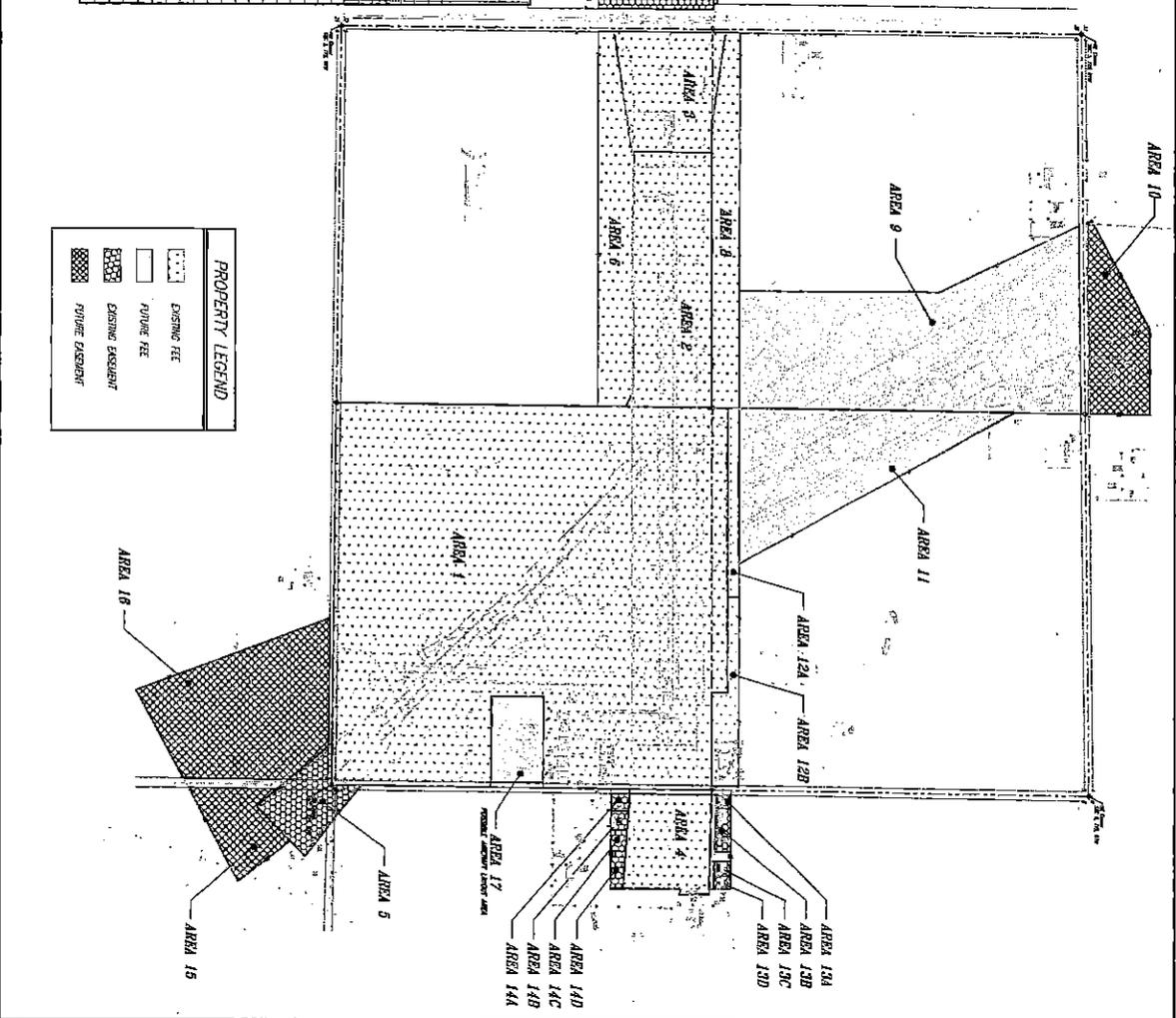
The Airport is located on the northwest edge of Beloit, Kansas.

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: (include address & telephone number)

Alfred Benesch & Co. – Brad Waller, Project Manager
3226 Kimball Ave.
Manhattan, KS 66503
Ph: 785.539.2202 Fax: 785-539-2393

TRACT NO.	FMA PROJECT NO.	NET (F) OR EXCESS (E)	ACQUISITION OR RESORT DATE	AGES	FUTURE ACQUISITION TIME FRAME (NUMBER OF MONTHS) (LONG TERM (12+ MONTHS))
1	6/4	Fee (F)	Apr 14, 1945	18.17	-
2	ADP 7-20-0028-01	Fee (F)	Nov 19, 1972	42.5	-
3	ADP 7-20-0028-01 & ADP 7-20-0028-01	Fee (F)	November 1981	32.5	-
4	ADP 7-20-0028-01 & ADP 7-20-0028-01	Fee (F)	1991	21.1	-
5	ADP 7-20-0028-01	Government (G)	November 1971	41.8	-
6	ADP 7-20-0028-01	Government (G)	June 2012	1.31	-
7	ADP 7-20-0028-01	Government (G)	June 2012	1.31	-
8	ADP 7-20-0028-01	Government (G)	June 2012	1.31	-
9	ADP 7-20-0028-01	Government (G)	June 2012	1.31	-
10	ADP 7-20-0028-01	Government (G)	June 2012	1.31	-
11	ADP 7-20-0028-01	Government (G)	June 2012	1.31	-
12	ADP 7-20-0028-01	Government (G)	June 2012	1.31	-
13	ADP 7-20-0028-01	Government (G)	June 2012	1.31	-
14	ADP 7-20-0028-01	Government (G)	June 2012	1.31	-
15	ADP 7-20-0028-01	Government (G)	June 2012	1.31	-
16	ADP 7-20-0028-01	Government (G)	June 2012	1.31	-
17	ADP 7-20-0028-01	Government (G)	June 2012	1.31	-



Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

A sponsor must disclose in writing any potential conflict of interest to the Federal Aviation Administration (FAA) or pass-through entity. No employee, officer or agent of the sponsor or subgrant recipient shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent,
2. Any member of his immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The sponsor's or subgrant recipient's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

Sponsors or subgrant recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrant recipient's officers, employees, or agents, or by contractors or their agents.

The sponsor or subgrant recipient must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

1. By checking "Yes," the sponsor or subgrant recipient certifies that it does not have any potential conflict of interest or Significant Financial Interests. By checking "No," the sponsor or subgrant recipient discloses that it does have a potential conflict of interest, which is further explained below.

Yes No

2. The sponsor or subgrant recipient maintains a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. By checking "No", the sponsor or subgrant recipient discloses that it does not have a written policy, which is further explained below.

Yes No

3. Explanation of items marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

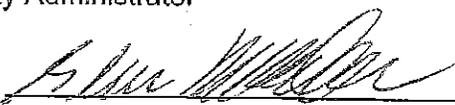
I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 21st day of May, 2015.

Name of Sponsor: Beloit, Kansas

Name of Sponsor's Designated Official Representative: Glenn Rodden

Title of Sponsor's Designated Official Representative: City Administrator

Signature of Sponsor's Designated Official Representative: 

**Drug-Free Workplace
Airport Improvement Program Sponsor Certification**

Sponsor:

Airport:

Project Number:

Description of Work:

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. A statement has been or will be published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.

Yes No N/A

2. An ongoing drug-free awareness program has been or will be established to inform employees about:

- a. The dangers of drug abuse in the workplace
- b. The sponsor's policy of maintaining a drug-free workplace
- c. Any available drug counseling, rehabilitation, and employee assistance programs
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above.

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:

- a. Abide by the terms of the statement
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction

Yes No N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.

Yes No N/A

6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended
- b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency

Yes No N/A

7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.

Yes No N/A

Site(s) of performance of work:

Location 1

Name of Location:

Address:

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 21st day of May, 2015

Name of Sponsor: Beloit, Kansas

Name of Sponsor's Designated Official Representative: Glenn Rodden

Title of Sponsor's Designated Official Representative: City Administrator

Signature of Sponsor's Designated Official Representative: 

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326.2 CFR 200. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 2 CFR §§ 200.317-200.326 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. Solicitations were or will be made to ensure fair and open competition from a wide area of interest.
 Yes No N/A
2. Consultants were or will be selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations after initial selection.
 Yes No N/A
3. A record of negotiations has been or will be prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.
 Yes No N/A
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was or will be obtained from the Federal Aviation Administration (FAA).
 Yes No N/A

5. The consultant services contracts clearly or will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.

Yes No N/A

6. Costs associated with work ineligible for AIP funding are or will be clearly identified and separated from eligible items in solicitations, contracts, and related project documents.

Yes No N/A

7. Mandatory contact provisions for grant-assisted contracts have been or will be included in consultant services contracts.

Yes No N/A

8. The cost-plus-percentage-of-cost methods of contracting prohibited under federal standards were not or will not be used.

Yes No N/A

9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was or will be specifically described in the advertisement, and future work will not be initiated beyond five years.

Yes No N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 21st day of May, 2015

Name of Sponsor: Beloit, Kansas

Name of Sponsor's Designated Official Representative: Glenn Rodden

Title of Sponsor's Designated Official Representative: City Administrator

Signature of Sponsor's Designated Official Representative: 

Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP) labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/ installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or state standard, is necessary other than those previously approved by the Federal Aviation Administration (FAA).
 Yes No N/A

2. Specifications for the procurement of equipment are not or will not be proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.
 Yes No N/A

3. The development that is included or will be included in the plans is depicted on the airport layout plan approved by the FAA.
 Yes No N/A

4. Development that is ineligible for AIP funding has been or will be omitted from the plans and specifications.
 Yes No N/A

5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are or will be included in the project specifications.
 Yes No N/A
6. If a value engineering clause is incorporated into the contract, concurrence was or will be obtained from the FAA.
 Yes No N/A
7. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding.
 Yes No N/A
8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been or will be discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required.
 Yes No N/A
9. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.
 Yes No N/A
10. The design of all buildings have complied or will comply with the seismic design requirements of 49 CFR § 41.120.
 Yes No N/A

Attach Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

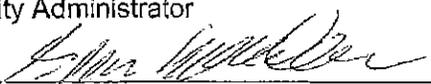
I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 21st day of May, 2015.

Name of Sponsor: Beloit, Kansas

Name of Sponsor's Designated Official Representative: Glenn Rodden

Title of Sponsor's Designated Official Representative: City Administrator

Signature of Sponsor's Designated Official Representative: 

**Equipment and Construction Contracts
Airport Improvement Sponsor Certification**

Sponsor:

Airport:

Project Number:

Description of Work:

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided procurements conform to these federal standards.

This certification applies to all equipment projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. A written code or standard of conduct conforming to 2 CFR § 200.319 is or will be in effect governing the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts.
 Yes No N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing in accordance with grant assurance C.17.
 Yes No N/A

3. Sponsors that have or are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises in all contracts and subcontracts
 Yes No N/A

4. Sponsor procurement actions using the competitive sealed bid method was or will be:

- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors.
- b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond.
- c. Publicly opened at a time and place prescribed in the invitation for bids
- d. Prepared such that it allows a firm fixed price contract award to the lowest responsive and responsible bidder.

Yes No N/A

5. For projects where the Sponsor intends to use the competitive proposal procurement method, Sponsor has or will obtain FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

- a. Written request to use competitive proposal procurement method
- b. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method.

Yes No N/A

6. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate determination for the appropriate type of project

Yes No N/A

7. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records
- b. Buy American Preferences
- c. Civil Rights (General Provisions and Title VI Assurances)
- d. Federal Fair Labor Standards
- e. Occupational Safety and Health Act requirements
- f. Seismic Safety (applies only to projects that include buildings)
- g. State Energy Conservation Requirements (as applicable)
- h. U.S. Trade Restriction
- i. Veterans Preference per 49 USC § 47112(c) (applies only to construction and equipment installation projects)

Yes No N/A

8. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts
- b. Copeland "Anti-Kickback" Act

Yes No N/A

9. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving

Yes No N/A

10. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8
- c. All Contracts - Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247.
- d. All Contracts - Provisions that address termination for cause and termination for convenience

Yes No N/A

11. All contracts exceeding \$25,000, an appropriate check of the System for Award Management has been or will be made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or excluded from participating in this federally assisted project

Yes No N/A

12. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100%
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act 40 USC 3701-3708), Sections 103 and 107
- c. All contracts, Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II(J))
- d. All contracts - Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738

Yes No N/A

13. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances:

- a. Only one qualified person/firm submits a responsive bid
- b. The contract is to be awarded to other than the lowest responsible bidder
- c. Life cycle costing is a factor in selecting the lowest responsive bidder
- d. Proposed contract prices are more than 10% over the sponsor's cost estimate

Yes No N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 21st day of May, 2015.

Name of Sponsor: Beloit, Kansas

Name of Sponsor's Designated Official Representative: Glenn Rodden

Title of Sponsor's Designated Official Representative: City Administrator

Signature of Sponsor's Designated Official Representative: 

**Construction Project Final Acceptance
Airport Improvement Program Sponsor Certification**

Sponsor:

Airport:

Project Number:

Description of Work:

Application

49 USC § 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 - Closeout. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The personnel engaged in project administration, engineering supervision, construction inspection and testing were or will be determined to be qualified as well as competent to perform the work.
 Yes No N/A

2. Daily construction records were or will be kept by the resident engineer/construction inspector as follows:
 - a. Work in progress
 - b. Quality and quantity of materials delivered
 - c. Test locations and results
 - d. Instructions provided the contractor
 - e. Weather conditions
 - f. Equipment use
 - g. Labor requirements
 - h. Safety problems
 - i. Changes required Yes No N/A

3. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor.
 Yes No N/A
4. Complaints regarding the mandated federal provisions set forth in the contract documents have been or will be submitted to the Federal Aviation Administration (FAA).
 Yes No N/A
5. All tests specified in the plans and specifications were or will be performed and the test results documented as well as made available to the FAA.
 Yes No N/A
6. For any test results outside of allowable tolerances, appropriate corrective actions were or will be taken.
 Yes No N/A
7. Payments to the contractor were or will be made in compliance with contract provisions as follows:
a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and
b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.
 Yes No N/A
8. The project was or will be accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.
 Yes No N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor, and project files contain documentation of the final inspection.
 Yes No N/A
10. Work in the grant agreement was or will be physically completed and corrective actions required as a result of the final inspection are completed to the satisfaction of the sponsor.
 Yes No N/A
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan have been or will be submitted to the FAA.
 Yes No N/A
12. Applicable close out financial reports have been or will be submitted to the FAA.
 Yes No N/A

13. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes No N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

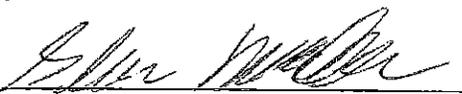
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Executed on this 21st day of May, 2015

Name of Sponsor: Beloit, Kansas

Name of Sponsor's Designated Official Representative: Glenn Rodden

Title of Sponsor's Designated Official Representative: City Administrator

Signature of Sponsor's Designated Official Representative: 

ITEMS FOR COUNCIL DISCUSSION



DISCUSSION:

Items for discussion at your June 16, 2015 Work Session will include the following:

1. City Attorney Katie Schroeder would like to discuss raising court costs from \$75.00 to \$90.00.

Respectfully submitted,

Glenn Rodden
City Administrator

