

REQUEST FOR COUNCIL ACTION

| | | | |
|--------------------------------|---------------------------------|--|--|
| DATE: | TITLE: | | |
| July 21, 2015 | Beloit Utility Extension Policy | | |
| ORIGINATING DEPARTMENT: | TYPE OF ACTION: | <input type="checkbox"/> ORDINANCE | <input type="checkbox"/> RESOLUTION |
| Administration | | <input checked="" type="checkbox"/> FORMAL ACTION | <input type="checkbox"/> OTHER |

RECOMMENDATION:

I recommend that the Council approve the enclosed Sewer Extension Policy for extending sewer services to new customers outside the city limits.

FISCAL NOTE:

- There is no direct cost associated with this item.

DISCUSSION:

The Sewer Extension Policy would make it mandatory for anyone seeking sewer services from the City of Beloit to voluntarily annex into the city limits. This policy details the steps that would need to be taken by any future customer who wants to tap into the city's sewer system.

Respectfully submitted,

Glenn Rodden
City Administrator

WASTEWATER UTILITY EXTENSION POLICIES AND PROCEDURES

The purpose of this policy is to set out in detail aspects of the administration and operation of the wastewater utility. It is expected that additional subjects relating to administration of the wastewater system can be added after that utility has been placed in operation.

Article 1. Annexation Policy

A. Procedure for providing for annexation of property to be served by the city wastewater utility system.

B. It shall be the policy of the City of Beloit to extend the municipal limits of the City to all property owners who are located outside of the corporate limits of the City who desire sewer service. To obtain such utility service, the property owner/developer will enter into an agreement with the City of Beloit to voluntarily annex in to the municipal boundaries the property to be served from City sewer lines at such time, if ever, such property becomes contiguous to property located within the municipal boundaries of the City of Beloit. The annexation agreement shall be in recordable form, and shall contain the following information:

- 1) A complete legal description of the property to be annexed.
- 2) A certified copy of the deed to the site to establish ownership.
- 3) A statement to the effect that at such time that the property becomes contiguous to property located within the municipal limits of the City, the owner of the property shall perform such necessary acts, execute such necessary documents, and comply with such necessary procedures as shall be required to voluntarily annex the property within the municipal limits of Beloit.

Article. 2. Utility Extension Policy

A. Procedures for requesting utility service to properties located outside of the corporate limits. Extension of sewer service to properties lying outside of and non-contiguous to the corporate limits of the City of Beloit shall be approved by the City Council.

The City Administrator, or his/her designee, shall approve the extension of utility service to properties located within the City limits, and properties lying outside the City limits where service is available. The following procedure shall apply to all applications for utility service to properties located outside the corporate limits of the City:

1) The owner of record of the property to be served by the utility must formally request, in writing, that the City provide utility service to the site. To initiate the request, the owner shall contact the City Administrator and provide the following information:

- a) A project location map and complete legal description of the property;
- b) A certified copy of the deed to the site to establish ownership;
- c) A detailed description of the proposed land use intended for the site;
- d) An estimate of the daily wastewater demands of the subject property.

2) For properties where service is not available, the required information shall be furnished to the City Administrator at least 30 days prior to the Council meeting at which the request for utility service is to be considered.

3) The owner shall execute a "Petition for Utility Service" and submit it to the City Administrator in order to receive consideration for a request for utility service. The execution of the "Petition for Utility Service" obligates the property owner to construct the utility system in compliance with the following conditions:

a) All utility construction within the subject property shall be constructed in accordance with the City of Beloit Subdivision Regulations titled, "Sanitary Sewers."

b) All costs associated with extension of City of Beloit utility services to the subject property shall be made at no expense to the City, except for the need for over-sizing of certain utilities, as described below.

B. Responsibility for Costs of Utility Construction

1) In cases where a utility extension will benefit other property owners and/or developments, the City may consider the following options in undertaking the utility extension:

a) If Capital Improvement Funds are not immediately available to the City, the property owner/developer may prepay the entire cost of the extension. A Developer's Agreement between the City and property owner/developer shall be executed, providing that the property owner will be reimbursed for the over-sizing costs from other users connecting into such extension within a five year period, and/or from the property owner/developer's impact fees. Such reimbursement may be made up to 100 percent of the cost of over-sizing the extension, or 100 percent of the total income from collected impact fees, whichever is the lesser.

b) The City and the property owner/developer may enter into a Developer's Agreement whereby the City, assuming capital improvement funds are then available, may pay the cost of the improvement above those funds received in the form of impact

fees from the property owner/developer and other owners immediately benefiting from the line extension (optional). Prior to Project approval the owner/developer shall provide the City with a letter of credit or other collateral acceptable to the City that guarantees that the City will be reimbursed with the remaining cost of the extension over a 5-year period, in equal annual payments.

c) In the event the property owner is the only potential user of the proposed utility extension, the owner shall initially pay 25% of the total impact fees in advance, based upon full development of the property, and such additional sums as are required to fully fund the improvement.

2) In the case where a proposed utility extension will not benefit other property owners, the property owner shall be responsible for all costs of the improvement.

C. Over-sizing of Portions of Utility Systems

1) Where the City elects to oversize any utility facility the City shall reimburse the property owner/developer for the documented cost differential directly attributable to such over-sizing.

2) Determination of that portion of the extension cost paid by the City shall be based upon a comparative cost analysis prepared by the Department of Water/Waste-water based upon three (3) bids from qualified contractors, submitted to the Department of Water/Waste-water.

Article 3. Local Waste-Water Systems

The requirements relating to construction of local sewers within new developments are enumerated in the following Sections. Prior to preparing construction plans, the property owner/developer, or their engineers shall contact the Water/Wastewater Department to determine the availability of sewer service to the proposed development area. Design and construction of utilities shall conform to the standards promulgated in the latest issues of Standards of American Society for Testing Materials and ASTM Specifications, American Water Works Association Specifications, and pertinent State and County regulations

A. Requirements for Approval of Local Sewer Systems

1) After the local sewer lines and appurtenances are constructed in a public right-of-way or easement, the completed improvements shall be inspected and accepted by the City for ownership and maintenance via a Formal Letter of Dedication. The parts of the sewer services that lie within private property are the responsibility of the developer/owner, who shall maintain and operate that portion of the utility system.

B. Sewage Pumping and Lift Station Policy

The purpose of this policy is to encourage developers to plan the expansion of wastewater systems in an orderly manner, and to limit the number of sewage pumping stations that are proposed to be maintained by the City.

1) Requirements: The following listed minimum requirements shall be met in order for the City to give favorable consideration to accepting maintenance responsibility for a wastewater pumping station:

a) The pumping station must be accessible from a paved road, readily accessible to public utilities;

b) The pumping station site and force main easements shall be dedicated to the City;

c) The pumps and motors utilized in the pumping station shall be of a manufacture, capacity, and specifications that meet the approval of the Department of Water/Wastewater;

d) For non-residential developments, the proposed development must be capable of processing, at a minimum, an average wastewater flow of 35,000 gallons per day;

e) Where the sizing of the pumping station, pumps, motors and force main is dependent upon the station serving future additional phases of development, the owner/developer shall provide adequate documentation of the estimated future flows and timing of the construction of the additional station capacity.

f) In the event the above conditions cannot be met, the maintenance responsibility for the operation of the pumping station shall remain private.

g) Whether privately or publicly maintained, the pumping rate of all pumping or lift stations shall be restricted to the peak design flow of the gravity system receiving the force main discharge.

REQUEST FOR COUNCIL ACTION

| | |
|--------------------------------|--|
| DATE: | TITLE: |
| July 21, 2015 | Cooling Tower Hail Damage Repair Bid |
| ORIGINATING DEPARTMENT: | TYPE OF ACTION: |
| Power Plant | <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION |
| | <input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER |

RECOMMENDATION:

I recommend that the city council approve the Cooling Tower Repair bid from Midwest Machinery in the amount of \$108,700.00.

FISCAL NOTE:

Funding will come from Insurance proceeds minus our deductible.

DISCUSSION:

The power plant cooling tower was damaged during the hail storm last August.

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: Cooling Tower Repair

DATE: July 13, 2015

The cooling tower needs to be repaired. Insurance will cover the repair. They will pay for 65% upfront and the remaining 35% upon completion of repairs. Midwest Machinery is the only company who has the parts and knowledge to fix the cooling tower. We are asking for permission to have Midwest Machinery repair the cooling tower. Attached is the copy of the insurance company stating the items to be repaired.

Midwest Machinery - \$108,700.00

Thank you for your consideration on this matter.

Ronald Sporleder
Director of Systems Operation



Phone (913) 438-1919
1920

9571 Alden Street
Lenexa, Kansas 66215
Fax (913) 438-
www.midwestmach.com

"Representing Marley Since 1923"

Proposal to
From: Jerry Robison
City of Beloit
2015

ATTN: Henry Eilert
of 3

Project: Cooling Tower Repair

Date: April 30,

Model NC8407 (4 cells) Page: 1

SN 10050830

Midwest Machinery KC (MMKC) is pleased to submit our proposal for performing the repairs to your above referenced cooling tower. MMKC provides new cooling towers, replacement cooling towers, cooling tower reconstruction and repairs, spare and replacement parts.

Our proposal includes materials, freight, labor, supervision, and necessary tools/equipment to complete the project.

Scope of Work (Material & Labor) for 4 Cells:

1. 100% replacement of filling material with OEM PVC filling complete with all required installation materials, and attaching hardware.

PRICE \$ 108,700.00

Note: Receiving by others
Dumpsters by others

Any applicable taxes will be added to the invoice. Terms of payment are net 30 days from project completion. This quote is valid for 30 days and subject to review thereafter. Additional terms and conditions are attached.

Please do not hesitate to call with any questions you may have.

Regards,
Jerry Robison



Scope of Supply:

| | <u>MMKC/ SPX</u> | <u>Others</u> |
|--|----------------------|---------------|
| Materials and Freight: | X | |
| Construction Labor By: | X | |
| Supervision By: | X | |
| Receiving and Unloading of Materials within 50' of Cooling Tower | | X |
| Hoisting Equipment By (i.e... Crane): | X | |
| Materials Handling Equipment By (i.e...Forklift, Manlift, etc.): | X | |
| Small Tools and Supplies (valued under \$500): | X | |
| Sanitary Facilities: | | X |
| Construction Power By: | | X |
| Dumpsters and Disposal By: | | X |
| Hazardous Materials Removal/Disposal By: NA | | |
| Sufficient Laydown Area at Cooling Tower | | X |
| Potable Water: | | X |
| Confined Space Monitoring Equipment By: NA | | |
| Holewatch / Confined Space Personnel: NA | | |
| | | |

Schedule:

We estimate the proposed BASE scope of work will take approximately 15-18 working days to complete, weather permitting. All of the above work will be accomplished by working five 8-hour days per week. Labor pricing does not include overtime, weekends, or holidays, unless otherwise noted. A formal project schedule can be provided on request.

Lead-Time:

The lead-time for shipment of all materials is approximately 4 to 6 weeks after receipt of a mutually agreed upon, executed contract or purchase order. Please allow additional time for materials to arrive at the jobsite. Once materials have arrived on site, our labor force will mobilize and complete the scope of work. If applicable, please provide the scheduled dates for the cooling tower shutdown when the purchase order is issued. Any delays in the schedule prior to mobilization and/or when crews are on the jobsite could result into additional charges.



MIDWEST MACHINERY COMPANY

CONDITIONS OF SALE

These, as well as any other conditions or provisions attached, are to be considered a part of this contract:

The title and right of possession to the equipment or material we furnish remains in us until full purchase price (including any modification or extension of payments, whether evidenced by notes or otherwise) shall have been fully paid in cash: and purchaser will do all acts necessary to perfect and maintain such retention of title in us.

No part of the equipment furnished under this proposal shall be considered a fixture or incorporated into the realty by reason of its being attached to real estate, and any part may be separated from such real estate for purpose of repossession by us or our agents, without liability for such removal on our part, if purchaser has defaulted in payment of the purchase money.

Time assigned for shipment is to commence from receipt of all approved data and is subject to fires, strikes, accidents or other delays unavoidable or beyond our reasonable control. We assume no liability for damages due to delays or in erection. The receipt of the equipment by purchaser shall constitute its acceptance of delivery, and waiver of any and all claims for loss or damage due to delay. We will not make allowance for repairs or alterations unless made with our written consent or approval. If shipment or erection of the equipment or any part thereof, shall, when ready, be delayed on your account, it is understood that payments shall be due as though shipment had been made or erection completed. In case of such delay in shipment, it is also agreed that charge will be made for storage and/or any other expenses incurred by us.

Workmen's compensation, public liability and property damage insurance are provided for all labor and superintendence furnished by us under this contract. No other form of insurance will be provided unless herein specified or unless cost of premium is paid by the purchaser. Fire insurance in an amount sufficient to protect our interests in the material or equipment sold is to be taken out and maintained by purchaser and the policies of insurance are to be made payable to us as our interests may appear at the time of loss. Purchaser will assume all loss in the event of not having affected such insurance.

It is expressly agreed that there are no promises, agreements or understandings outside of this contract: That no agent or salesman has any authority to obligate this company by any terms, stipulations or conditions not herein expressed: and that no modification of this contract shall be binding on us unless the same is in writing and approved by an executive officer.

Unless specifically stated, this quotation does not comply with any local ordinance or regulation.

The working days and hours of the superintendent and of such labor as we may supply on this contract will be on a standard work week of 40 hours, on an 8 hour day Monday through Friday. If overtime is necessary or requested, cost shall be absorbed by the purchaser at regular overtime rate for the class of work required.

Where state laws or municipal ordinances require permits to install equipment covered by this proposal, the purchaser assumes the responsibility for securing the approval of said plans and specifications from the proper state or municipal authorities and for payment of any required fees. If any changes are required in the equipment covered by this proposal to meet the approval of said authorities, the purchaser shall inform us of such changes and shall reimburse us for changes actually made to comply with the requirements of said authorities.

SWORN STATEMENT IN PROOF OF LOSS

(For Use With Replacement Cost Coverages)

\$36,480,165.00

AMOUNT OF POLICY AT TIME OF LOSS
4/1/2014 - 4/1/2015

POLICY TERM
9P5-02-19

POLICY NO.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO FRAUD AN INSURANCE COMPANY OR OTHER PERSON FILES A STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

Fouts Insurance Agency

AGENT

121 E. Main
Beloit, KS 67420

AGENCY AT

TO EMC INSURANCE COMPANIES

At time of loss, by above indicated policy of insurance, you insured the interest of City of Beloit; P O Box 567; Beloit, KS 67420

against loss by Covered Peril to the property described according to the terms and conditions of said policy and of all forms, endorsements, transfers and assignments attached thereto.

1. Time and Origin A Hail loss occurred about the hour of _____ o'clock _____

on the 31 day of August, 2014, the cause of the said loss was:
Wind & Hail

2. Occupancy The premises described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever:
Power Plant

3. Title and Interest At the time of loss the interest of your insured in the property described therein was
Sole Owner

No other person or persons had any interest therein or incumbrance thereon, except:
None

4. Changes Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location, or exposure of the property described except:
None

5. Total Insurance The total amount of insurance upon the property described by this policy was, at the time of loss, \$36,480,165.00, as more particularly specified in the apportionment attached under Schedule "C," besides which there was no policy or other contract of insurance, written or oral, valid or invalid.

| | |
|---|-----------------|
| 6. FULL REPLACEMENT COST of the said property at the time of the loss was | \$36,480,165.00 |
| 7. THE FULL COST OF REPAIR OR REPLACEMENT is | \$263,490.76 |
| 8. Applicable DEPRECIATION OR BETTERMENT is..... | \$103,632.57 |
| 9. ACTUAL CASH VALUE LOSS is | \$159,858.19 |
| 10. LESS DEDUCTIBLES and/or participation by the insured..... | \$10,000.00 |
| 11. ACTUAL CASH VALUE CLAIM is | \$149,858.19 |
| 12. SUPPLEMENTAL CLAIM, to be filed in accordance with the terms and conditions of the replacement cost coverage within <u>180</u> days from the date of loss as shown above, will not exceed | \$103,632.57 |

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been concealed and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

The furnishing of this blank or preparation of proofs by a representative of the Insurance company is not a waiver of any of its rights.

Executed this _____ day of _____, 20 _____

Signature _____
INSURED

Signature _____
INSURED

Midwest Adjusting

2918 Roosevelt Ave.
Hays, KS 67601
Phone: 785-628-1335
Fax: 785-301-2334
shawnhearld@midwestadjusting.net

Insured: City of Beloit
Property: P O Box 567
Beloit, KS 67420

Claim Rep.: Shawn Hearld
Business: 2918 Roosevelt Ave.
Hays, KS 67601

Business: (785) 628-1335
E-mail: shawnhearld@midwestadjusting.net

Estimator: Shawn Hearld
Business: 2918 Roosevelt Ave.
Hays, KS 67601

Business: (785) 628-1335
E-mail: shawnhearld@midwestadjusting.net

Reference:

Business: (316) 352-5773
E-mail: Wichita.Claims.IAreports@EMCIns.com

Company: EMC Insurance Companies
Business: P O Box 1739
Wichita, KS 67201

Claim Number: 1089240

Policy Number: 9P5-02-19

Type of Loss: Hail

Date of Loss: 8/31/2014
Date Inspected:

Date Received: 9/15/2014
Date Entered: 9/15/2014 1:16 PM

Price List: KSKS7X_SEP14
Restoration/Service/Remodel
Estimate: 5053-14

"The estimated scope of damages and prices contained in this document are based upon the damages viewed by the Midwest Adjusting adjuster at the time of the inspection. They do not represent any hidden damages that may later be discovered. This document does not constitute a settlement of any insurance claim and all estimates contained herein are subject to insurance company approval. This document is not an authorization to repair, which authorization can only be given by both the owner of the property and the insurance company. Neither Midwest Adjusting nor the insurance company assumes responsibility for the sufficiency or quality of repairs made."

Midwest Adjusting

2918 Roosevelt Ave.
Hays, KS 67601
Phone: 785-628-1335
Fax: 785-301-2334
shawnheald@midwestadjusting.net

5053-14

Location 001 Building 001 Building

| DESCRIPTION | QUANTITY | UNIT COST | RCV | DEPREC. | ACV |
|---|--------------|-----------|-------------------|------------------|------------------|
| 1. R&R Standing Seamed Metal Roofing * | 14,677.00 SF | 8.40 | 123,286.80 | (55,479.07) | 67,807.73 |
| Standing seamed metal roofing price includes all other metal work ridge, rake, closures, eave trim , flashings & curbs. | | | | | |
| This cost also includes any additional access or height charges. | | | | | |
| 2. R&R Roof vent - turbine type | 12.00 EA | 98.93 | 1,187.16 | (534.22) | 652.94 |
| 3. R&R Gutter / downspout - Boxed* | 388.00 LF | 16.55 | 6,421.40 | (2,889.63) | 3,531.77 |
| 4. Replace Metal Seamed fascia (South & West Sides) | 700.00 SF | 6.50 | 4,550.00 | (2,047.50) | 2,502.50 |
| 5. Replace Reglaze window* | 6.00 EA | 60.40 | 362.40 | (0.00) | 362.40 |
| 6. R&R Window screen* | 12.00 EA | 36.20 | 434.40 | (0.00) | 434.40 |
| Totals: Location 001 Building 001 Building | | | 136,242.16 | 60,950.42 | 75,291.74 |

Location 001 Chiller Building

| DESCRIPTION | QUANTITY | UNIT COST | RCV | DEPREC. | ACV |
|--|-------------|-----------|-----------------|-----------------|-----------------|
| 7. R&R Metal roofing | 1,260.00 SF | 3.86 | 4,863.60 | (1,215.90) | 3,647.70 |
| 8. R&R Metal siding (Damaged sides only)* | 900.00 SF | 3.50 | 3,150.00 | (787.50) | 2,362.50 |
| Totals: Location 001 Chiller Building | | | 8,013.60 | 2,003.40 | 6,010.20 |

Loc 001 Pipe Insulation

| DESCRIPTION | QUANTITY | UNIT COST | RCV | DEPREC. | ACV |
|---|----------|-----------|------------------|-----------------|-----------------|
| 9. Replace Stucco embossed aluminum jacket pipe & tank insulation (Per est from Brace Industrial Group) | 1.00 EA | 10,535.00 | 10,535.00 | (2,633.75) | 7,901.25 |
| Totals: Loc 001 Pipe Insulation | | | 10,535.00 | 2,633.75 | 7,901.25 |

Loc. 001 Cooling Towers

Midwest Adjusting

2918 Roosevelt Ave.
Hays, KS 67601
Phone: 785-628-1335
Fax: 785-301-2334
shawnheard@midwestadjusting.net

| DESCRIPTION | QUANTITY | UNIT COST | RCV | DEPREC. | ACV |
|---|----------|------------|-------------------|-------------------|-------------------|
| 10. Replace Filling material in 4 cooling cells (Per estimate from Midwest Machinery) | 1.00 EA | 108,700.00 | 108,700.00 | (38,045.00) | 70,655.00 |
| Totals: Loc. 001 Cooling Towers | | | 108,700.00 | 38,045.00 | 70,655.00 |
| Line Item Totals: 5053-14 | | | 263,490.76 | 103,632.57 | 159,858.19 |

Midwest Adjusting

2918 Roosevelt Ave.
Hays, KS 67601
Phone: 785-628-1335
Fax: 785-301-2334
shawnheardl@midwestadjusting.net

Summary for Loc 001 Building 001

| | |
|---|---------------------|
| Line Item Total | 263,490.76 |
| Replacement Cost Value | \$263,490.76 |
| Less Depreciation | (103,632.57) |
| Actual Cash Value | \$159,858.19 |
| Less Deductible | (10,000.00) |
| Net Claim | \$149,858.19 |
| Total Recoverable Depreciation | 103,632.57 |
| Net Claim if Depreciation is Recovered | \$253,490.76 |

Shawn Heardl

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(For Use With Replacement Cost Coverages)

\$36,480,165.00

AMOUNT OF POLICY AT TIME OF LOSS
4/1/2014 - 4/1/2015

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9P5-02-19

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Power Plant

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Sole Owner

No other person or persons had any interest therein or incumbrance thereon, except:
None

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The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been concealed and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

The furnishing of this blank or preparation of proofs by a representative of the Insurance company is not a waiver of any of its rights.

Executed this _____ day of _____, 20 _____

Signature _____
INSURED

Signature _____
INSURED

Midwest Adjusting

2918 Roosevelt Ave.
Hays, KS 67601
Phone: 785-628-1335
Fax: 785-301-2334
shawnhearld@midwestadjusting.net

Insured: City of Beloit
Property: P O Box 567
Beloit, KS 67420

Claim Rep.: Shawn Hearld
Business: 2918 Roosevelt Ave.
Hays, KS 67601

Business: (785) 628-1335
E-mail: shawnhearld@midwestadjusting.net

Estimator: Shawn Hearld

Business: (785) 628-1335
E-mail: shawnhearld@midwestadjusting.net

Business: 2918 Roosevelt Ave.
Hays, KS 67601

Reference:

Business: (316) 352-5773
E-mail: Wichita.Claims.IAreports@EMCIns.com

Company: EMC Insurance Companies
Business: P O Box 1739
Wichita, KS 67201

Claim Number: 1089240

Policy Number: 9P5-02-19

Type of Loss: Hail

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Estimate: 5053-14

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Phone: 785-628-1335
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5053-14

Location 001 Building 001 Building

| DESCRIPTION | QUANTITY | UNIT COST | RCV | DEPREC. | ACV |
|---|--------------|-----------|-------------------|------------------|------------------|
| 1. R&R Standing Seamed Metal Roofing * | 14,677.00 SF | 8.40 | 123,286.80 | (55,479.07) | 67,807.73 |
| Standing seamed metal roofing price includes all other metal work ridge, rake, closures, eave trim , flashings & curbs. | | | | | |
| This cost also includes any additional access or height charges. | | | | | |
| 2. R&R Roof vent - turbine type | 12.00 EA | 98.93 | 1,187.16 | (534.22) | 652.94 |
| 3. R&R Gutter / downspout - Boxed* | 388.00 LF | 16.55 | 6,421.40 | (2,889.63) | 3,531.77 |
| 4. Replace Metal Seamed fascia (South & West Sides) | 700.00 SF | 6.50 | 4,550.00 | (2,047.50) | 2,502.50 |
| 5. Replace Reglaze window* | 6.00 EA | 60.40 | 362.40 | (0.00) | 362.40 |
| 6. R&R Window screen* | 12.00 EA | 36.20 | 434.40 | (0.00) | 434.40 |
| Totals: Location 001 Building 001 Building | | | 136,242.16 | 60,950.42 | 75,291.74 |

Location 001 Chiller Building

| DESCRIPTION | QUANTITY | UNIT COST | RCV | DEPREC. | ACV |
|--|-------------|-----------|-----------------|-----------------|-----------------|
| 7. R&R Metal roofing | 1,260.00 SF | 3.86 | 4,863.60 | (1,215.90) | 3,647.70 |
| 8. R&R Metal siding (Damaged sides only)* | 900.00 SF | 3.50 | 3,150.00 | (787.50) | 2,362.50 |
| Totals: Location 001 Chiller Building | | | 8,013.60 | 2,003.40 | 6,010.20 |

Loc 001 Pipe Insulation

| DESCRIPTION | QUANTITY | UNIT COST | RCV | DEPREC. | ACV |
|---|----------|-----------|------------------|-----------------|-----------------|
| 9. Replace Stucco embossed aluminum jacket pipe & tank insulation (Per est from Brace Industrial Group) | 1.00 EA | 10,535.00 | 10,535.00 | (2,633.75) | 7,901.25 |
| Totals: Loc 001 Pipe Insulation | | | 10,535.00 | 2,633.75 | 7,901.25 |

Loc. 001 Cooling Towers

Midwest Adjusting

2918 Roosevelt Ave.
Hays, KS 67601
Phone: 785-628-1335
Fax: 785-301-2334
shawnhearld@midwestadjusting.net

| DESCRIPTION | QUANTITY | UNIT COST | RCV | DEPREC. | ACV |
|---|----------|------------|-------------------|-------------------|-------------------|
| 10. Replace Filling material in 4 cooling cells (Per estimate from Midwest Machinery) | 1.00 EA | 108,700.00 | 108,700.00 | (38,045.00) | 70,655.00 |
| Totals: Loc. 001 Cooling Towers | | | 108,700.00 | 38,045.00 | 70,655.00 |
| Line Item Totals: 5053-14 | | | 263,490.76 | 103,632.57 | 159,858.19 |

Midwest Adjusting

2918 Roosevelt Ave.
Hays, KS 67601
Phone: 785-628-1335
Fax: 785-301-2334
shawnheard@midwestadjusting.net

Summary for Loc 001 Building 001

| | |
|---|---------------------|
| Line Item Total | 263,490.76 |
| Replacement Cost Value | \$263,490.76 |
| Less Depreciation | (103,632.57) |
| Actual Cash Value | \$159,858.19 |
| Less Deductible | (10,000.00) |
| Net Claim | \$149,858.19 |
| Total Recoverable Depreciation | 103,632.57 |
| Net Claim if Depreciation is Recovered | \$253,490.76 |

Shawn Heard

REQUEST FOR COUNCIL ACTION

| | |
|--------------------------------|--|
| DATE: | TITLE: |
| July 21, 2015 | Cost of Living Allowance (COLA) |
| ORIGINATING DEPARTMENT: | TYPE OF ACTION: |
| Administration | <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION |
| | <input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER |

RECOMMENDATION:

I recommend that the Council approve a 1.7 percent cost of living allowance to all full time employees.

FISCAL NOTE:

- Approving this COLA request will increase the amount the city pays each grade and step under the city' pay plan adopted in 2009.

DISCUSSION:

The 1.7 percent increase is based on the federal consumer price index for the previous 12 months. This COLA is already in the 2015 budget passed by the city council in 2014.

Respectfully submitted,

Glenn Rodden
City Administrator

REQUEST FOR COUNCIL ACTION

| | | | |
|--------------------------------|------------------------|--|--|
| DATE: | TITLE: | | |
| July 21, 2015 | Porter House Letter | | |
| ORIGINATING DEPARTMENT: | TYPE OF ACTION: | <input type="checkbox"/> ORDINANCE | <input type="checkbox"/> RESOLUTION |
| Administration | | <input checked="" type="checkbox"/> FORMAL ACTION | <input type="checkbox"/> OTHER |

RECOMMENDATION:

I recommend that the Council approve change in residence status at the Porter House apartments from Senior 55+ housing to Family housing.

FISCAL NOTE:

- There is no direct cost associated with this item.

DISCUSSION:

During the previous city council meeting, Ann Burge with Midwest Housing Assistance Corporation requested that Council approve a residence status change at the Porter House apartments from Senior 55+ housing to Family Housing. Midwest Housing Assistance Corporation feels that changing residence status would increase occupancy at the Porter House apartments.

Respectfully submitted,

Glenn Rodden
City Administrator

119 North Hersey Avenue
Beloit, Kansas 67420
785-738-3551
785-738-2517 (fax)



CITY OF BELOIT
Email: grodden@beloitks.org
www.beloitks.org

July 21, 2015

Midwest Housing Assistance Corporation
Attn: Ann M. Burge
515 N. 162nd Ave., Suite 202
Omaha, NE 68118

RE: Porter House Apartments / Beloit, Kansas

Dear Ms. Burge:

Recently, you requested an opinion from the City of Beloit regarding a change in status at the Porter House apartments from Senior 55+ housing to Family housing. The governing body approved such a change by formal action at the July 21, 2015 meeting.

If you need further information or have questions, please contact our City Administrator, Glenn Rodden.

Sincerely,

Tom Naasz
Mayor, City of Beloit

REQUEST FOR COUNCIL ACTION

| | |
|--------------------------------|---|
| DATE: | TITLE: |
| July 21, 2015 | TIME EXTENSION FOR THE DOWNTOWN REHABILITATION CDBG GRANT |
| ORIGINATING DEPARTMENT: | TYPE OF ACTION: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION |
| Administration Department | <input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER |

RECOMMENDATION:

I recommend that the City Council approve requested three month extension for the Downtown CDBG project.

FISCAL NOTE:

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

DISCUSSION:

The property owners for the downtown rehabilitation block grant are requesting a three month extension for this project. The project had the initial completion date of July 31, 2015 but the project has come under budget and the property owners want to do more exterior work to the buildings. Enclosed are letters from the property owners and an updated progress report provided by North Central Regional Planning.

Respectfully submitted,

Glenn Rodden
City Administrator



610 N Elm Street Suite C, Russell, Ks 67665

Telephone 785-483-2400

July 14, 2015

City of Beloit Mayor and City Council
Municipal Building
119 N Hersey
Beloit, KS 67402

Re: Commercial Downtown Improvement Project

Dear Mayor Naasz and City Council:

Thank you for sponsoring the nearly completed block grant project for the Main Street building improvements. This has assisted with building preservation and business expansion in downtown Beloit. The roofs, stonework, windows and other exterior features have been improved for decades to come. Pentad Properties has also spent thousands of dollars improving the interior of the Full House. Fortunately, the exterior improvement project is slightly under budget. Unfortunately, the initial program deadline of July 31, 2015 is near.

I remain committed to accomplishing a few more exterior items on the 115 E. Main portion if additional time allows for such. For example, the double-doors off Main Street going upstairs and the upper roof cupolas can use permanent improvements. In order to do this with grant and owner funding, a short time extension is needed not only from the City of Beloit, but also from Kansas Department of Commerce Block Grant program.

This is a topic for discussion at the July 21 city council meeting. If you have questions or comments about my operations or the work completed to date, please let me know. Thank you again for your sponsorship of this valuable undertaking in downtown Beloit.

Yours Truly,

Gloria Homer
President

NCK PROPERTIES, LLC

113 E. Main Beloit KS 67420 Tele 785-534-9782

July 16, 2015

City of Beloit Mayor and City Council
Municipal Building
119 N Hersey
Beloit, KS 67402

Re: Block Grant Downtown Building Preservations

Mayor Naasz and City Council:

Thank you for championing the almost finished Community Development Block Grant project on Main Street exteriors in downtown Beloit. The efforts has enabled the building at 111 and 113 and 115 East Main Street to be rehabilitated on the exterior so we owners can make thousands of dollars of interior improvements. 3 businesses have resulted in addition to the 2 others already existing and retained. Over a dozen jobs are involved at this 120 year old structure.

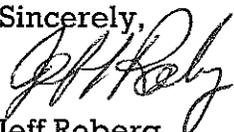
According to project administrator calculations, the project is slightly under budget. However, the program deadline is July 31, 2015.

As an owner of 111 and 113 East Main I am committed to doing a few more exterior on the façade, if additional time is approved. These are aesthetic and weatherization in scope and not as much preservation in nature. The double-doors providing access to the upstairs remain original and in need of replacement, some minor stonework on the front can use touch-up attention. Another rear door needs to be replaced and another front door can be replaced with more efficient units. Owner installation of these can occur along with small purchases of the materials from nearby suppliers.

Also, the roof cupolas are patched and it is our wish for the already engaged roofer to replace materials on those for a more permanent enhancement. In order to do complete these eligible activities with owner and grant monies, a small time allocation such as three more months is necessary from the City of Beloit, as well as from the Kansas Department of Commerce Block Grant program.

Again, I appreciate your support as sponsors of this worthwhile undertaking to help create jobs in downtown Beloit, Kansas.

Sincerely,



Jeff Roberg
Managing Member

PROGRESS REPORT - PAGE 2

You must complete this page if you have a:

1. Community Improvement, Urgent Need or KAN STEP grant and this is your **first** or **final** report
2. Economic Development grant
3. Attach housing log for housing projects

Complete for all circumstances listed above:

| | | Number of Beneficiaries | Number of LMI Beneficiaries |
|----|---------------|-------------------------|-----------------------------|
| 1. | Target | 5 | N.App. |
| 2. | Total to Date | 9 | NApp. |

| * | | White | BAA | BAA/W | AI/AN | NH/PI | A | A/W | AI/AN/BAA | AI/AN/W | Other |
|----|------------------------|-------|-----|-------|-------|-------|---|-----|-----------|---------|-------|
| 1. | Total Beneficiaries | 9 | | | | | | | | | |
| 2. | Hispanic Beneficiaries | 0 | | | | | | | | | |

*BAA-Black African American; BAA/W-Black African American & White; AI/AN-American Indian or Alaskan Native; NH/PI-Native Hawaiian or Pacific Islander; A-Asian; A/W-Asian & White; AI/AN/BAA-American Indian or Alaskan Native & Black African American; AI/AN/W-American Indian or Alaskan Native & White

- | | |
|--|----------|
| 3. Total Number of Households Benefiting to Date | <u>8</u> |
| 4. Total Number of Female Heads of Households Benefiting | <u>3</u> |
| 5. Total Number of Disabled Persons Benefiting | <u>0</u> |

NOTE: Beneficiaries are to be reported cumulatively as they occur

Economic Development Grants only:

Proposed (FTE - Jobs Count)

| | | QTR 1 | QTR 2 | QTR 3 | QTR 4 | QTR 5 | QTR 6 | QTR 7 | QTR 8 |
|----|----------------------------|---------|-------|-------|-------|-------|-------|-------|-------|
| 1. | Total Jobs Retained | 1 | 1 | 1 | 1 | | | | |
| 2. | Total LMI Jobs Retained | N.App.. | NA | NA | NA | | | | |
| 3. | Total Jobs Created | 5 | 0 | 0 | 5 | | | | |
| 4. | Total LMI Jobs Created | NA | NA | NA | NA | | | | |
| 5. | Total Jobs to be generated | 0 | | | | | | | |

Accomplishments

| | a. Planned this Quarter | b. Completed this Quarter | c. Completed to Date |
|----|-----------------------------|---------------------------|----------------------|
| 6. | Number of Jobs Retained | 0 | 1 |
| 7. | Number of LMI Jobs Retained | N.App. | N.App. |
| 8. | Number of Jobs Created | 5 | 5 |
| 9. | Number of LMI Jobs Created | N.App. | N.App. |

10. Explain any variances from planned number of jobs:

PROGRESS REPORT - PAGE 1
KANSAS DEPARTMENT OF COMMERCE
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

| | |
|--|--|
| Grantee: <u>City of Beloit for Downtown Commercial Rehabilitation Project</u> | Report #: <u>8a</u> |
| Grant #: <u>13-CR-001</u> | Quarter Ending: <u>Projected July 21, 2015</u> |
| Address: <u>119 N Hersey Ave., Beloit, KS 67420</u> | Contract Award End Date: <u>July 31, 2015</u> |
| Company Name (ED Projects): <u>NCK Properties LLC & Pentad Properties Corp.</u> | Date Prepared: <u>July 15, 2015</u> |
| Current Chief Elected Official: <u>Tom Naasz, Mayor</u> | |
| Name and telephone number of person who prepared this report: <u>Doug McKinney, NC Regional Planning Comm.</u> | <u>785-738-2218</u> |
| Name | Telephone Number |

Financial Status:

| | |
|---|--|
| Total Grant: <u>\$162,693</u> | Total Local Injection <u>\$58,000</u> |
| Drawdowns received to date: <u>\$ 135,213 (Projected All Obligations)</u> | spent to date <u>\$47,505 (July Amount)</u> |
| Drawdowns requested and not yet received: <u>\$ 0</u> | Initial Monitoring Conducted <input checked="" type="checkbox"/> |
| Total Grant available <u>\$ 30,480</u> | Final Monitoring Conducted <input type="checkbox"/> |

Contracts Awarded This Quarter With All Monies: *

| Name & Address, DUNS# | Total Contract Amount | Local | CDBG | Activity | | Contractor Data | | | | |
|--------------------------|-----------------------------|--------------------------|--------------------------|----------|-------|------------------------|--------------|-----------|-----------|-----------------|
| | | | | No. | Title | Type of Procurement | Section 3 | ** MBE | ** WBE | Davis- Bacon |
| | | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | |
| | | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | |
| | | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | |
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| | | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | |
| | | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | |
| | | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | |

* Attach additional pages if needed.
 ** Categories are: 1-White, 2-Black/African American, 3-Asian, 4-American Indian/Alaskan Native, 5-Native Hawaiian/Other Pacific Islander, 6-American Indian/Alaskan Native & White, 7-Asian & White, 8-Black/African American & White, 9-American Indian/Alaskan Native & Black/African American, 10-Other Multi Racial, 11-Hispanic, 12-Non-Hispanic

Describe project accomplishments this quarter:
 Masonry setup and contractor mobilization furthered. Bulk of work was completed. Electrical service bidding was done in April with a contractor verified and awarded soon thereafter. Roofing contractor began in mid-April once the ordered materials arrive. Pre-construction meetings occurred for both activities. Roof completed but for Window change order was done. Financial management active with final bills paid for stonework and electrical. Inspections occurred on each activity.

Both businesses have completed interior finishes included remodeling now that exterior improvements have occurred 5 businesses are in 111 113 and 115 E Main Street locations.

Planned activities next quarter:
 Roof capping is to be done in July. Financial activity continues with final payment to occur to roof contractor. Additional stonework on the front façade areas is anticipated if a time extension is provided. Also, another rear door, a double door accessing the second story from in the front and a business entrance front door are to be procured and installed by building owners. Some front façade painting is to be done by the owners and additional rear alley gutting appears to be needed behind the Full House business.

Technical assistance needs:
 Block Grant program time extension until October 31, 2015.

ITEMS FOR COUNCIL DISCUSSION

DATE:

July 21, 2015

TITLE:

WORK SESSION DISCUSSION

DISCUSSION:

Items for discussion at your July 21, 2015 Work Session will include the following:

A. Fiscal Year 2016 Budget Draft.

We will review the enclosed 2016 fiscal year working and state budgets. I will begin the discussion with a brief presentation that will highlight the most important parts of the budget. The recommended budget will maintain the 55 mills that the city levied last fiscal year. Those 55 mills will produce more revenue for the city because the city's overall assessed valuation increased from 2014 to 2015.

Respectfully submitted,

Glenn Rodden
City Administrator

PROPERTY TAX ANALYSIS OF 2ND CLASS CITIES

| city | population | assessed valuation in 000s | mill levy |
|----------------|--------------|----------------------------------|------------------|
| Baxter Springs | 4,124 | \$ 20,621 | 47.72 |
| Beloit | 3,846 | \$ 23,056 | 55 |
| Clay Center | 4,239 | \$ 27,793 | 56.71 |
| Columbus | 3,223 | \$ 16,761 | 58.86 |
| Concordia | 5,261 | \$ 26,655 | 56.69 |
| Frontenac | 3,432 | \$ 20,655 | 43 |
| Garnett | 3,307 | \$ 17,983 | 42.82 |
| Goodland | 4,557 | \$ 28,157 | 47.27 |
| Hesston | 3,736 | \$ 28,259 | 33.74 |
| Hiawatha | 3,178 | \$ 21,878 | 47.56 |
| Holton | 3,278 | \$ 19,655 | 54.36 |
| Hugoton | 3,979 | \$ 18,655 | 43.68 |
| Iola | 5,613 | \$ 29,750 | 40.87 |
| Kingman | 3,158 | \$ 17,118 | 57.16 |
| Lindsborg | 3,481 | \$ 21,872 | 39.57 |
| Lyons | 3,737 | \$ 13,895 | 51.81 |
| Marysville | 3,295 | \$ 24,571 | 67.48 |
| Osawatomie | 4,385 | \$ 22,265 | 64.3 |
| Russell | 4,475 | \$ 29,092 | 59.26 |
| Scott City | 3,889 | \$ 22,580 | 72.95 |
| total cities | 20 | | |
| average | 3,910 | \$ 22,564 | 52.04 |
| max | 5,613 | \$ 29,750 | 72.95 scott city |
| min | 3,158 | \$ 13,895 | 33.74 hesston |

9 cities with mill levy less than Beloit

10 cities with mill levy greater than Beloit

