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CITY COUNCIL AGENDA

**Tuesday, October 18, 2016
7:00 p.m.**

1. CALL TO ORDER

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

2. MAYOR AND COUNCIL REPORTS

3. STAFF REPORTS

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

4. PUBLIC COMMENT

- A. None

5. CONSENT AGENDA

- A. 10/4/2016 City Council Meeting Minutes
- B. Appropriations 10B

6. ORDINANCE

- A. None

7. RESOLUTION

- A. None

8. FORMAL ACTIONS

- A. Julie McShane – Therapy Dog
- B. Paul's Tree Care Service Contract
- C. Paver's Contract
- D. Police Car Bid
- E. Code Enforcement Officer Hire

9. ADJOURNMENT

WORK SESSION AGENDA

1. CORRESPONDENCE AND STAFF REPORTS

- A. City Attorney Report
- B. City Administrator Report
- C. 2016 Pool Report

2. DISCUSSION ITEMS

- A. AWARE Committee
- B. Tony Salcido – REV-E 3
- C. City Attorney Ordinance
- D. Parking- West Main
- E. Solid Waste Ordinance
- F. Murrow Farm Lease
- G. North Campus Zoning

3. ADJOURNMENT

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

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

BELOIT CITY COUNCIL MEETING MINUTES
October 4, 2016

The Beloit City Council met in regular session on October 4, 2016 in the Council Chambers. Mayor Tom Naasz called the meeting to order at 7:00 p.m. Council Members in attendance were Tony Gengler, Raymond Pontow, Kent Miller, Lee McMillan, Matt Otte, and Andrew Grabon. Also present were, City Attorney Katie Schroeder, City Administrator Jason Rabe, and City Clerk Amanda Lomax. Absent from the meeting was Councilor Lloyd Littrell.

Department heads in attendance were Lynn Miller, Ronnie Sporleder, Dave Elam, and Heather Hartman.

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

Councilor Otte would like to re-visit the dogs at large issue at a future work session. Councilor McMillan said East 10th Street is looking great. Councilor Pontow asked if the stop lights on Main and Mill Street are being addressed. After some discussion it was decided to reduce the stop light to 6:00 p.m. Councilor Grabon has heard concerns from citizens about selling the Roadside Park.

The Consent Agenda consisted of September 20, 2016 Council Meeting Minutes, and appropriations 10A, hiring of Doug DeVore and Gayle Overmiller for the Fire Department. A motion was made by Councilor Otte and seconded by Councilor Grabon to approve the Consent Agenda in its entirety. Roll call vote yeas: Gengler, McMillan, Miller, Otte, Grabon, and Pontow. Nays: None.

Resolution 2016-14 Bobcat Skid-Steer Lease was presented to Council for approval. A motion was made by Councilor McMillan and seconded by Councilor Gengler to approve Resolution 2016-14 for a 2015 Bobcat Skid-Steer Loader lease agreement. Motion carried 6-0. Nays: None.

The Housing Board is recommending that Council approve a Budget Amendment for the CDBG Housing Rehabilitation project. A motion was made by Councilor Grabon and seconded by Councilor McMillan to approve the Budget Amendment for the CDBG Housing Rehabilitation project. Motion carried 6-0. Nays: None.

Staff is recommending that Council approve the K-9 purchase from K9 Working Dog International LLC in the amount of \$16,195.00. A motion was made by Councilor Miller and seconded by Councilor Pontow to approve the K-9 purchase from K9 Working Dog International LLC in the amount of \$16,195.00. Motion carried 6-0. Nays: None.

Staff is recommending that Council approve the LED Lights bid from Boettcher Supply for the amount of \$5,580.00. A motion was made by Councilor McMillan and seconded by Councilor Grabon to approve the LED Lights bid from Boettcher Supply for the amount of \$5,580.00. Motion carried 6-0. Nays: None.

A motion was made by Councilor Grabon and seconded by Councilor Pontow to go into closed session for non-elected personnel with City Attorney Katie Schroeder, City Administrator Jason Rabe, Chief of Police Dave Elam, Director of Electric Operations Ronnie Sporleder, and Director of Parks and Recreation Lynn Miller for a period of 20 minutes. Motion carried 6-0. Nays: None. Time Started: 7:23 p.m. Time Ended: 7:43 p.m.

A motion was made by Councilor Otte and seconded by Councilor Pontow to adjourn the meeting. Motion carried 6-0. The meeting ended at 7:44 p.m.

Work Session started 7:44 p.m. Council Members in attendance were Tony Gengler, Raymond Pontow, Kent Miller, Lee McMillan, Matt Otte, and Andrew Grabon. Also present were, City Attorney Katie Schroeder, City Administrator Jason Rabe, and City Clerk Amanda Lomax. Absent from the meeting was Councilor Lloyd Littrell.

Department heads in attendance were Lynn Miller, Dave Elam, Ronnie Sporleder, and Heather Hartman.

City Attorney Katie Schroeder reported on the following: 1. Katie sent out some easements for East Main project and has received one back. 2. Sent special assessments to the county clerk. 3. Working on a contract with Paul's Tree Care Service and should be ready in November. 4. Still working on the Personnel manual. 5. Working on updating the city attorney ordinance and pay.

City Administrator Jason Rabe reported on the following: 1. The water study is scheduled to start October 12th. A conference call with KDHE to discuss THM overages was re-scheduled. 2. K-14 is almost completed, there is an erosion issue on the east ditch that Schwab-Eaton and KDOT are working on to fix. 3. The East Main Construction meeting is scheduled October 20th. 4. Leadership Mitchell County wants to put an informational insert in the utility bills regarding the vote for ballot question in November.

Dunstan Trucking would like their residential recycle customers to opt out of paying trash services to the city. The Council came to the consensus that letting residents opt out of paying trash services wouldn't be fair to the winning bidder Hiserote Trash Service.

Work Session Ended: 8:16 p.m.

TOM NAASZ, Mayor

ATTEST:

AMANDA LOMAX, City Clerk

Accounts Payable Detail Listing

City of Beloit

<u>Vend# 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>Credit</u>
	<u>Account#</u>			<u>Work Order</u>		<u>Description</u>			<u>Debit</u>		<u>Credit</u>
6 ABRAM READY-MIX, INC											
67804	10/20/2016	10/20/2016		930.11	24966		26434			Posted	
	30-00-6150					FILE-803 N CAMPBELL-SIDEWALK PROJ			930.11 ✓		0.00
67829	10/20/2016	10/20/2016		2,472.30						Posted	
	41-00-8415					24912-20 YDS FLOWABLE			1,098.80 ✓		0.00
	41-00-8415					24910-11 YDS FLOWABLE			604.34 ✓		0.00
	41-00-8415					24911-14 YDS FLOWABLE			769.16 ✓		0.00
									2,472.30 ✓		0.00
67926	10/20/2016	10/20/2016		2,698.19			CLARK708			Posted	
	30-00-6150					24795-2 YDS CURB			207.48 ✓		0.00
	30-00-6150					24847-6.5 YDS CURB			674.31 ✓		0.00
	30-00-6150					24848-2 YDS PAVE, 6.5 YDS CURB, 1 YC			936.73 ✓		0.00
	30-00-6150					24849-4 YDS FLOW			223.76 ✓		0.00
	30-00-6150					24946-3.5 YDS PAVE			363.09 ✓		0.00
	30-00-6150					25002-505 YDS FLOW			292.82 ✓		0.00
									2,698.19 ✓		0.00
67936	10/20/2016	10/20/2016		12,656.28			26453			Posted	
	30-00-6150					25023-1 YD PAVEMENT			103.74 ✓		0.00
	30-00-6150					25024-21 YDS PAVEMENT			2,178.54 ✓		0.00
	30-00-6150					25020-100 YDS PAVEMENT			10,374.00 ✓		0.00
									12,656.28 ✓		0.00
8 ACE HARDWARE											
67805	10/20/2016	10/20/2016		29.27			26421			Posted	
	10-11-4300					498221-NUTS/BOLTS/WASHERS/STRAP			2.31 ✓		0.00
	10-11-4300					498306-PIPE INSULATORS			4.49 ✓		0.00
	10-11-4300					498351-MOP HEAD			22.47 ✓		0.00
									29.27 ✓		0.00
67806	10/20/2016	10/20/2016		44.30			24606			Posted	
	10-13-6000					497733-WASHER/NUTS/BOLTS			7.38 ✓		0.00
	10-13-6000					497775-FUSE & TOGGLE SWITCH			9.48 ✓		0.00
	10-13-6000					498047-KEYS			12.45 ✓		0.00
	10-13-6000					497985-PADLOCK			14.99 ✓		0.00
									44.30 ✓		0.00
67807	10/20/2016	10/20/2016		60.23			25648			Posted	
	53-41-6000					498088-SIMPLE GREEN			25.98 ✓		0.00
	53-41-6000					498297-NUTS/BOLTS/WASHERS			2.80 ✓		0.00
	53-41-4360					498034-STARTER FLOUR & FUSE			7.48 ✓		0.00
	53-41-4300					497774-SPRAYMASTER			23.97 ✓		0.00
									60.23 ✓		0.00
67808	10/20/2016	10/20/2016		23.96	498267		25630			Posted	
	53-43-6000					DUCT TAPE			23.96 ✓		0.00
67809	10/20/2016	10/20/2016		16.98	497677		25539			Posted	
	10-18-6000					DRILL BIT & WASHER FLUID			16.98 ✓		0.00
67810	10/20/2016	10/20/2016		79.21						Posted	
	51-43-6000					498117-RASP HORSE & TAPE			59.23 ✓		0.00
	51-43-6000					498413-PINESOL			19.98 ✓		0.00
									79.21 ✓		0.00
67811	10/20/2016	10/20/2016		61.53						Posted	
	52-43-6000					497356-GASKET MAKER			15.98 ✓		0.00
	52-43-6000					498010-PLUG & CONNECTOR			11.98 ✓		0.00
	52-43-6000					498007-BATTERY CHARGER & TERMINA			33.57 ✓		0.00
									61.53 ✓		0.00
67812	10/20/2016	10/20/2016		13.99	498006					Posted	
	52-41-7460					BATTERIES			13.99 ✓		0.00
67813	10/20/2016	10/20/2016		83.39						Posted	
	51-41-6000					497135-VENT FRESH/ODOR ELIMINATO			14.47 ✓		0.00
	51-41-6000					497347-TAPE & BATTERY			44.96 ✓		0.00
	51-41-6000					498230-BULB			23.96 ✓		0.00
									83.39 ✓		0.00
67814	10/20/2016	10/20/2016		30.30			CLARK701			Posted	
	10-15-6000					497609-NUTS/BOLTS			0.32 ✓		0.00
	10-15-6000					497784-PLUNGER			5.99 ✓		0.00
	10-15-6000					498232-PROPANE HOSE			23.99 ✓		0.00
									30.30 ✓		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>Credit</u>
			<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>		<u>Credit</u>
8	ACE HARDWARE (continued)										
67815		10/20/2016	10/20/2016		13.98	497491 DUCT TAPE			13.98✓	Posted	0.00
11	ADVANCE INSURANCE COMPANY										
67816		10/20/2016	10/20/2016		906.34		25615		906.34✓	Posted	0.00
			21-00-2100			OCT 2016 LIFE INS. PREMIUM					
767	AIRGAS MID SOUTH INC										
67929		10/20/2016	10/20/2016		50.93	9939576855 CYLINDER RENTAL	24980		50.93✓	Posted	0.00
			53-41-6230								
2534	ASPHALT & FUEL SUPPLY										
67930		10/20/2016	10/20/2016		11,453.18	52476 5,859 GALLON ASPHALT OIL	CLARK709		11,453.18✓	Posted	0.00
			25-00-6090								
2032	AT&T										
67972		10/20/2016	10/20/2016		154.45	78573838216789 SEWER	25496		154.45✓	Posted	0.00
			51-43-5310								
67973		10/20/2016	10/20/2016		110.00	08900759485827 PD INTERNET	25495		110.00✓	Posted	0.00
			10-13-5310								
99	B R C BEARING CO., INC.										
67837		10/20/2016	10/20/2016		181.00	S500825-IN BLOWER BEARINGS			181.00✓	Posted	0.00
			52-41-4360								
2917	LUKE BATES										
67931		10/20/2016	10/20/2016		80.00		25553		80.00✓	Posted	0.00
			10-17-6800			YOUTH FB REFEREE 10 GAMES @ 8.00					
63	BELL MEMORIALS LLC										
67817		10/20/2016	10/20/2016		138.04	10830 LETTERING FOR COURTESY CART	26429		138.04✓	Posted	0.00
			31-00-6000								
73	BELOIT JR SR HIGH SCHOOL										
67818		10/20/2016	10/20/2016		65.00		26428		65.00✓	Posted	0.00
			10-11-5400			YEARBOOK AD					
709	BELOIT ROTARY CLUB										
67932		10/20/2016	10/20/2016		25.00		26447		25.00✓	Posted	0.00
			10-11-5400			ROTARY RADIO DAYS AD					
80	BELOIT TYPEWRITER EXCHANGE										
67819		10/20/2016	10/20/2016		50.10	865989 TAPE,MARKERS,SHEET PROTECTORS	24987		50.10✓	Posted	0.00
			53-43-6110								
67820		10/20/2016	10/20/2016		199.99	621287 PRINTER	25534		199.99✓	Posted	0.00
			10-17-6800								
67821		10/20/2016	10/20/2016		50.08		25476			Posted	
			10-11-6110			865983-NOTEBOOK & INDEX FILLER			17.92✓		0.00
			10-11-6110			865986-ENVELOPE MOISTENER			10.17✓		0.00
			10-11-6110			866105-FILE FOLDERS			21.99✓		0.00
									50.08✓		0.00
67822		10/20/2016	10/20/2016		19.94					Posted	
			51-41-6110			865962-USB CORD			15.95✓		0.00
			51-41-6110			621297-PENS			3.99✓		0.00
									19.94✓		0.00
67823		10/20/2016	10/20/2016		55.91	621282 PENS/HIGHLIGHTERS/OFFICE SUPPLIE			55.91✓	Posted	0.00
			51-41-6110								
67933		10/20/2016	10/20/2016		21.94	866104 PRINTER CARTRIDGE & ENVELOPES	25544		21.94✓	Posted	0.00
			10-18-6110								
669	BLADE-EMPIRE PUBLISHING										
67824		10/20/2016	10/20/2016		120.00	158812 WATER REPORT	26426		120.00✓	Posted	0.00
			51-41-5400								
67825		10/20/2016	10/20/2016		432.50		25480			Posted	
			10-11-5400			158027-COUNCIL AGENDA			112.50✓		0.00
			10-11-5400			158105-ORDINANCE NO. 2191			60.00✓		0.00
			10-11-5400			158111-ORDINANCE NO. 2192			75.00✓		0.00
			10-11-5400			158112-ORDINANCE NO. 2193			165.00✓		0.00
			10-11-5400			158492-HOMECOMING COMBO			20.00✓		0.00
									432.50✓		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
1810 BOBCAT OF SALINA (continued)										
67934	10/20/2016	10/20/2016		1,400.00	436074			CLARK710		Posted
	10-15-7450				2016 BOBCAT S-750 SER. AT5211556				1,400.00 ✓	0.00
91 BOETTCHER SUPPLY INC										
67826	10/20/2016	10/20/2016		152.36				25479		Posted
	10-11-4300				994696-1-LAMPS				59.85 ✓	0.00
	10-11-4300				997044-1-FLUORESCENT LAMPS				69.30 ✓	0.00
	10-11-4300				997808-1-LAMPS				23.21 ✓	0.00
									<u>152.36 ✓</u>	0.00
67827	10/20/2016	10/20/2016		11.09	996931-1			24607		Posted
	10-13-4300				NIPPLE/STRAP/ENTRANCE HEAD				11.09 ✓	0.00
67828	10/20/2016	10/20/2016		202.12				25631		Posted
	53-43-6000				996013-1-PHOTO CONTROL				27.95 ✓	0.00
	53-43-6000				997771-1-WIRE				144.60 ✓	0.00
	53-43-7450				998080-1-HEX KEY SET				20.12 ✓	0.00
	53-43-4300				997528-1-LIGHT				9.45 ✓	0.00
									<u>202.12 ✓</u>	0.00
67830	10/20/2016	10/20/2016		140.00	997057-1			25642		Posted
	41-00-8415				ANCHOR BOLTS				140.00 ✓	0.00
67831	10/20/2016	10/20/2016		21.00	990432-1			25541		Posted
	10-21-4300				WHITE CFL				21.00 ✓	0.00
67832	10/20/2016	10/20/2016		283.50	995562-1			25478		Posted
	10-14-4300				TIMER W/RELAY				283.50 ✓	0.00
67833	10/20/2016	10/20/2016		429.86				24999		Posted
	53-41-4360				993284-1-MOTOR				361.23 ✓	0.00
	53-41-6000				993969-1-GAUGES, BATTERIES				68.63 ✓	0.00
									<u>429.86 ✓</u>	0.00
67834	10/20/2016	10/20/2016		9.45	993598-1			24978		Posted
	53-43-6000				LIGHT BULB				9.45 ✓	0.00
67835	10/20/2016	10/20/2016		378.52	993285-1			25298		Posted
	10-18-6000				LIGHTS FOR WELCOME TO BELOIT SIG				378.52 ✓	0.00
67836	10/20/2016	10/20/2016		0.00				26425		Posted
	53-43-6000				997461-1-LIGHTS				1,095.00 ✓	0.00
	53-43-6000				998590-1-CREDIT FROM INV. 997461-1				0.00	1,095.00 ✓
									<u>1,095.00 ✓</u>	<u>1,095.00 ✓</u>
67935	10/20/2016	10/20/2016		683.35				25549		Posted
	10-18-6000				998734-1-HYDRANT				87.21 ✓	0.00
	23-00-7490				997876-1-HYDRANT & PARTS				95.13 ✓	0.00
	23-00-7490				997411-1-MATERIAL TO PUT IN WATERI				501.01 ✓	0.00
									<u>683.35 ✓</u>	0.00
2664 BSB LEASING INC										
67783	10/20/2016	10/20/2016		1,450.00	10-4-2016			25916		Ck# 25916 Printed
	51-41-7450				2015 Bobcat Lease - Power Plant				1,450.00 ✓	0.00
109 SPORT SUPPLY GROUP-BSN SPORTS										
67937	10/20/2016	10/20/2016		76.36	7583158			25550		Posted
	10-17-6800				COED VB'S				76.36 ✓	0.00
1258 BUMPER TO BUMPER AUTO PARTS										
67838	10/20/2016	10/20/2016		28.22				24597		Posted
	10-13-4300				692781-OIL & AIR FILTERS				16.59 ✓	0.00
	10-13-4300				692770-OIL FLITER & WASHER FLUID				11.63 ✓	0.00
									<u>28.22 ✓</u>	0.00
67839	10/20/2016	10/20/2016		23.70	693068			25632		Posted
	53-43-4310				OIL FILTERS				23.70 ✓	0.00
67840	10/20/2016	10/20/2016		68.10				25540		Posted
	10-20-6000				692805-GREASE GUN COUPLER				6.29 ✓	0.00
	10-18-6000				693307-HEX BITS & WASHER SOLVENT				61.81 ✓	0.00
									<u>68.10 ✓</u>	0.00
67841	10/20/2016	10/20/2016		10.44				24605		Posted
	10-13-4310				692949-WIRE TERMINAL CONNECTOR				2.24 ✓	0.00
	10-13-4310				692948-WIRE				8.20 ✓	0.00
									<u>10.44 ✓</u>	0.00
67842	10/20/2016	10/20/2016		22.70	693138			CLARK702		Posted
	25-00-4310				BELT				22.70 ✓	0.00

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name									
<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>	
1258 BUMPER TO BUMPER AUTO PARTS (continued)									
67843	10/20/2016	10/20/2016	401.66					Posted	
	52-43-4310			693086-FUEL & AIR FILTER			41.13✓	0.00	
	52-43-4310			693130-FUEL/AIR/OIL FILTERS			242.96✓	0.00	
	52-43-4310			693155-OIL FILTER			9.27✓	0.00	
	52-43-4310			693219-AIR & FUEL FILTER, GREASE			87.49✓	0.00	
	52-43-4310			693278-FUEL FILTER			20.81✓	0.00	
							401.66✓	0.00	
67938	10/20/2016	10/20/2016	82.35	693724		26445		Posted	
	51-41-4310			CARB & BRAKE CLEANER			82.35✓	0.00	
1091 CARD SERVICES									
67844	10/20/2016	10/20/2016	585.75	7407		25497		Posted	
	53-43-5800			MEAL			22.86✓	0.00	
	53-43-5800			HOTEL X 2			159.00✓	0.00	
	10-18-6110			NORTON ANTI-VIRUS RENEWAL			97.64✓	0.00	
	53-41-2400			SMOKE SCHOOL REGISTRATION			306.25✓	0.00	
							585.75✓	0.00	
67845	10/20/2016	10/20/2016	431.60	8803		25499		Posted	
	10-13-6260			FUEL			20.00✓	0.00	
	10-13-6260			FUEL			30.00✓	0.00	
	10-13-6000			HALLOWEEN SUPPLIES			45.96✓	0.00	
	10-13-2400			FOP TRAINING			150.00✓	0.00	
	10-13-5800			MEAL			18.84✓	0.00	
	10-13-6000			HALLOWEEN SUPPLIES			166.80✓	0.00	
							431.60✓	0.00	
67846	10/20/2016	10/20/2016	973.53	8199		25498		Posted	
	51-41-5320			POSTAGE			10.00✓	0.00	
	51-41-5320			POSTAGE			14.71✓	0.00	
	51-41-5320			POSTAGE			6.80✓	0.00	
	51-41-5800			MEALS			27.58✓	0.00	
	51-41-5800			MEALS			18.90✓	0.00	
	51-41-5800			MEALS			17.17✓	0.00	
	51-41-5800			MEALS			31.38✓	0.00	
	51-43-4330			FIBERGLASS SLEDGE HANDLE			24.72✓	0.00	
	51-41-5800			HOTEL X 2			211.86✓	0.00	
	51-41-5800			HOTEL X 2			211.86✓	0.00	
	51-41-3000			CERTIFICATION MATERIALS			73.50✓	0.00	
	52-43-3000			STUDY MATERIALS/ONLINE			118.00✓	0.00	
	52-41-3000			MEAL			54.05✓	0.00	
	51-41-4360			LUBRICANT			153.00✓	0.00	
							973.53✓	0.00	
67847	10/20/2016	10/20/2016	660.96	8330		25501		Posted	
	10-11-3000			FILING FEE-2015 FINANCIAL AUDIT			150.00✓	0.00	
	10-11-5320			STAMPS.COM MEMBER FEE			15.99✓	0.00	
	10-11-5800			HOTEL X 2			164.99✓	0.00	
	10-11-5800			HOTEL X 2			164.99✓	0.00	
	10-11-5800			HOTEL X 2			164.99✓	0.00	
							660.96✓	0.00	
67848	10/20/2016	10/20/2016	1,517.09	5240		25500		Posted	
	10-00-3680			KACF MEMBERSHIP			150.00✓	0.00	
	10-17-6800			YOUTH FB T-SHIRTS			831.50✓	0.00	
	52-41-7450			NUTS/BOLTS/WASHERS			121.01✓	0.00	
	52-41-7450			NUTS/BOLTS/WASHERS			16.99✓	0.00	
	52-41-7450			LOCK NUTS			5.90✓	0.00	
	52-41-7450			SCREW BOLTS			11.69✓	0.00	
	10-17-3000			BACKGROUND CHECKS X 19			380.00✓	0.00	
							1,517.09✓	0.00	
124 CARRICO IMPLEMENT									
67849	10/20/2016	10/20/2016	1.23	IA47584		25640		Posted	
	53-41-4330			O-RING			1.23✓	0.00	
67850	10/20/2016	10/20/2016	35.37	IA47213		25531		Posted	
	10-18-4330			1/4" HOSE & END PART			35.37✓	0.00	
67851	10/20/2016	10/20/2016	12.22	IA48314		25542		Posted	
	10-20-4330			GROUND CABLE			12.22✓	0.00	

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222 FARMWAY COOP INC. (continued)									
67946	10-14-6260	10/20/2016	10/20/2016	19.39	4510 FUEL		26441	19.39 ✓	Posted 0.00
67947	10-15-6270	10/20/2016	10/20/2016	153.76	3840 3840-DIESEL		CLARK712	40.80 ✓	Posted 0.00
	10-15-6270				3840-DIESEL			117.53 ✓	0.00
	10-15-6270				EXCISE TAX CREDIT			0.00	4.57 ✓
								<u>158.33 ✓</u>	<u>4.57 ✓</u>
236 FOUTS INSURANCE AGENCY INC.									
67948	10-11-5250	10/20/2016	10/20/2016	50.00	14834 NOTARY BOND/M. LOMAX		25920	50.00 ✓	Posted 0.00
3031 GODDARD REPAIR LLC									
67976	51-43-4310	10/20/2016	10/20/2016	30.00	152 8'CONTROL CABLE			30.00 ✓	Posted 0.00
262 GRAINGER CO									
67866	52-41-7490	10/20/2016	10/20/2016	295.20	9235839710 COUPLER INSERT FOR BLOWER			295.20 ✓	Posted 0.00
3032 BLAYNE HARRIS									
67977	10-17-6800	10/20/2016	10/20/2016	48.00	25556 YOUTH FB REFEREE 6 GAMES @ 8.00			48.00 ✓	Posted 0.00
3033 CAMDEN HARRIS									
67978	10-17-6800	10/20/2016	10/20/2016	48.00	25555 YOUTH FB REFEREE 6 GAMES @ 8.00			48.00 ✓	Posted 0.00
2573 HEATHER HARTMAN									
67867	26-00-5310	10/20/2016	10/20/2016	225.99	06975 PHONE REIMBURSEMENT-JULY			75.33 ✓	Posted 0.00
	26-00-5310				PHONE REIMBURSEMENT-AUGUST			75.33 ✓	0.00
	26-00-5310				PHONE REIMBURSEMENT-SEPTEMBER			75.33 ✓	0.00
								<u>225.99 ✓</u>	<u>0.00</u>
67868	26-00-5800	10/20/2016	10/20/2016	247.97	06976 MILEAGE REIMBURSEMENT-CAWKER C			21.60 ✓	Posted 0.00
	26-00-5800				MILEAGE REIMBURSEMENT-MILTONVA			42.34 ✓	0.00
	26-00-5800				MILEAGE REIMBURSEMENT-CONCORD			34.88 ✓	0.00
	26-00-5800				MILEAGE REIMBURSEMENT-CITY ADMII			49.90 ✓	0.00
	26-00-5800				MILEAGE REIMBURSEMENT-CAWKER C			21.60 ✓	0.00
	26-00-5800				MILEAGE REIMBURSEMENT-SVED AT G			14.15 ✓	0.00
	26-00-5800				MILEAGE REIMBURSEMENT-OSBORNE			41.90 ✓	0.00
	26-00-5800				MILEAGE REIMBURSEMENT-CAWKER C			21.60 ✓	0.00
								<u>247.97 ✓</u>	<u>0.00</u>
2869 HEARTLAND ENVIRONMENTAL DISTRIBUTORS, IN									
67869	52-41-6170	10/20/2016	10/20/2016	2,235.81	102723 SEBS FOR PHOSPHATES			2,235.81 ✓	Posted 0.00
67870	52-43-6000	10/20/2016	10/20/2016	2,238.00	102722 60 GAL SEBS FOR LIFT STATION			2,238.00 ✓	Posted 0.00
1382 BRIANNE HEIMAN									
67871	10-12-5800	10/20/2016	10/20/2016	372.60	24618 MILEAGE TO/FROM MANHATTAN KACM			110.86 ✓	Posted 0.00
	10-12-5800				HOTEL X 2			239.72 ✓	0.00
	10-12-5800				MEALS			22.02 ✓	0.00
								<u>372.60 ✓</u>	<u>0.00</u>
2793 HFE PROCESS									
67872	52-43-4360	10/20/2016	10/20/2016	80.69	7600 VACUUM TRUCK PUMP PARTS			80.69 ✓	Posted 0.00
2517 HQH2O INC.									
67873	10-13-6000	10/20/2016	10/20/2016	40.25	26430 223392-WATER			17.25 ✓	Posted 0.00
	10-13-6000				223561-WATER			11.50 ✓	0.00
	10-13-6000				223800-WATER			11.50 ✓	0.00
								<u>40.25 ✓</u>	<u>0.00</u>

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312 WAYNE HUGGINS (continued)										
67874	10-11-4300	10/20/2016	10/20/2016	52.50	658226	26424		52.50 ✓	0.00	Posted
					REPAIR N. BASEMENT DOOR OF MUNI					
2919 CALEB JONES										
67898	10-17-6800	10/20/2016	10/20/2016	63.00		25558		63.00 ✓	0.00	Posted
					YOUTH FB REFEREE 7 GAMES @ 9.00					
357 KANSAS DEPARTMENT OF REVENUE-WPF										
67875	51-00-2075	10/20/2016	10/20/2016	3,203.63		25915		1,653.49 ✓	0.00	Posted
	51-45-8700				2016 3RD QUARTER WATER PROTECTI			1,550.14 ✓	0.00	
					2016 3RD QUARTER WATER PROTECTI			3,203.63 ✓	0.00	
251 KANSAS GAS SERVICE										
67877	10-14-6210	10/20/2016	10/20/2016	40.70	162672864	25502		40.70 ✓	0.00	Posted
					601 N MILL					
67878	51-41-6210	10/20/2016	10/20/2016	33.92	169801291	25504		33.92 ✓	0.00	Posted
					215B S CHESTNUT					
67879	53-43-6210	10/20/2016	10/20/2016	62.28	200774227	25506		62.28 ✓	0.00	Posted
					502 E 12TH-BLDG B-GENE					
67880	53-43-6210	10/20/2016	10/20/2016	48.53	121850373	25505		12.14 ✓	0.00	Posted
	52-43-6210				SYSTEMS			12.13 ✓	0.00	
	51-43-6210				SYSTEMS			12.13 ✓	0.00	
	10-13-6210				SYSTEMS			12.13 ✓	0.00	
								48.53 ✓	0.00	
67881	53-41-6210	10/20/2016	10/20/2016	320.71	100270100	25503		57.80 ✓	0.00	Posted
	10-22-6210				POWER PLANT			40.38 ✓	0.00	
	10-15-6210				AIRPORT			49.97 ✓	0.00	
	10-11-6210				STREET DEPT			43.55 ✓	0.00	
	51-41-6210				ADMIN			37.34 ✓	0.00	
	10-18-6210				WATER PLANT			31.26 ✓	0.00	
	51-43-6210				PARKS & REC			20.14 ✓	0.00	
	52-43-6210				SYSTEMS			20.14 ✓	0.00	
	53-43-6210				SYSTEMS			20.13 ✓	0.00	
								320.71 ✓	0.00	
67974	10-19-6210	10/20/2016	10/20/2016	96.47	121984891	25507		96.47 ✓	0.00	Posted
					1720 N HERSEY					
67975	53-41-6210	10/20/2016	10/20/2016	341.76	156296173	25508		341.76 ✓	0.00	Posted
					215 S CHESTNUT					
367 KANSAS MUNICIPAL UTILITIES										
67882	53-41-5410	10/20/2016	10/20/2016	2,895.00	13320	26435		2,895.00 ✓	0.00	Posted
					2016 DUES-4TH QUARTER					
370 KANSAS ONE CALL SYSTEM INC										
67883	53-43-3000	10/20/2016	10/20/2016	52.00	6090164	26433		17.34 ✓	0.00	Posted
	51-43-3000				LOCATES			17.33 ✓	0.00	
	52-43-3000				LOCATES			17.33 ✓	0.00	
								52.00 ✓	0.00	
2952 KANSAS SAND & CONSTRUCTION										
67951	30-00-3000	10/20/2016	10/20/2016	11,800.00	14-HR-001	26448		11,800.00 ✓	0.00	Posted
					BELOIT HOUSING REHAB GRANT					
2736 KDHE-ENVIRONMENTAL LAB ACCREDITATI										
67876	51-41-3000	10/20/2016	10/20/2016	694.00	B7500			694.00 ✓	0.00	Posted
					KDHE LAB TESTING (JULY-SEPT)					
2042 KMEA EMP2 OPERATING ACCOUNT										
67950	53-41-6220	10/20/2016	10/20/2016	23,307.57	EMP2-BE-2016-09	25666		23,307.57 ✓	0.00	Posted
					SEPTEMBER SERVICE					
1887 KMEA GRDA OPERATING FUND										
67949	53-41-6220	10/20/2016	10/20/2016	117,009.72	GRDA-BE-16-10	25618		117,009.72 ✓	0.00	Posted
					OCTOBER SERVICE					

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394 KRIERS' AUTO PARTS (continued)									
67884	10-11-4300	10/20/2016	10/20/2016	159.24	4925-226762 VACUUM BATTERY		25477	159.24 ✓	Posted 0.00
67885	53-43-4310 53-43-4310	10/20/2016	10/20/2016	21.97	4925-225717-DOOR HANDLE 4925-226052-FLASHER		24988	18.04 ✓ 3.93 ✓ 21.97 ✓	Posted 0.00 0.00 0.00
67886	51-43-6000	10/20/2016	10/20/2016	314.81	4925-226805 STROBE LTYELLOW			314.81 ✓	Posted 0.00
395 KRIZ-DAVIS CO									
67953	53-43-6000	10/20/2016	10/20/2016	976.50	S101417759.001 LIGHTS, PHOTO CELL		25659	976.50 ✓	Posted 0.00
805 KRONE'S SERVICE CENTER, INC									
67887	51-43-6000 52-43-6000 53-43-6000	10/20/2016	10/20/2016	64.91	15380 AC 4 ACETYLENE AC 4 ACETYLENE AC 4 ACETYLENE			21.63 ✓ 21.64 ✓ 21.64 ✓ 64.91 ✓	Posted 0.00 0.00 0.00 0.00
188 LAWSON PRODUCTS INC									
67954	51-43-3000 52-43-3000 53-43-3000	10/20/2016	10/20/2016	131.39	9304396292 DEODERIZER DEODERIZER DEODERIZER		25664	43.79 ✓ 43.80 ✓ 43.80 ✓ 131.39 ✓	Posted 0.00 0.00 0.00 0.00
405 LEAGUE OF KS MUNICIPALITIES									
67955	10-11-2400 10-11-2400 10-11-2400 10-11-2400 10-11-2400 10-11-6000 10-11-6000	10/20/2016	10/20/2016	1,183.60	16-2427-CITY OFFICIAL CONF.-M. OTTE 16-2428-CITY OFFICIAL CONF.-J. RABE 16-2429-CITY OFFICIAL CONF.-K. MILLE 16-2902-EMERGENCY PLANNING CONF 16-2904-PERSONNAL MGMT CONF.-M. C 16-1833-2016 STANDARD TRAFFIC ORD 16-1833-2016 UNIFORM PUBLIC OFFEN!		26452	225.00 ✓ 225.00 ✓ 225.00 ✓ 100.00 ✓ 100.00 ✓ 154.30 ✓ 154.30 ✓ 1,183.60 ✓	Posted 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00
1785 LEAGUE OF NEBRASKA MUNICIPALITIES									
67782	53-41-2400	10/20/2016	10/20/2016	450.00	CONFERENCE FOR C. MARCOTTE & J. I		22396	450.00 ✓	Ck# 73392 Printed 0.00
1980 MANDY LOMAX									
67888	10-11-6110 10-11-2400	10/20/2016	10/20/2016	140.38	REIMBURSEMENT FOR FILE FOLDERS MILEAGE FOR BUDGET WORKSHOP-JU		25917	68.88 ✓ 71.50 ✓ 140.38 ✓	Posted 0.00 0.00 0.00
3034 TEEGAN LONG									
67979	10-17-6800	10/20/2016	10/20/2016	24.00	YOUTH FB REFEREE 3 GAMES @ 8.00		25557	24.00 ✓	Posted 0.00
2920 WESLEY LONG									
67899	10-17-6800	10/20/2016	10/20/2016	72.00	YOUTH FB REFEREE 8 GAMES @ 9.00		25551	72.00 ✓	Posted 0.00
426 CRAIG MARCOTTE									
67889	10-11-6600	10/20/2016	10/20/2016	80.00	029722 MOWINGS 604 E 4TH & 511 E SOUTH		26427	80.00 ✓	Posted 0.00
3035 BRYCE MASON									
67980	10-17-6800	10/20/2016	10/20/2016	32.00	YOUTH FB REFEREE 4 GAMES @ 8.00		25559	32.00 ✓	Posted 0.00
1160 MID STATES ENERGY WORKS INC									
67956	53-41-4360	10/20/2016	10/20/2016	575.05	4759 SERVICE CALL-VOLTAGE REGULATOR		25653	575.05 ✓	Posted 0.00
459 MISSISSIPPI LIME CO									
67890	51-41-6170	10/20/2016	10/20/2016	5,329.14	1282639 1/2" QUICK LIME-25 TONS			5,329.14 ✓	Posted 0.00

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2979	RAY'S APPLE MARKET (continued)									
67962	10/20/2016 10/20/2016	51-43-6000		9.16	4349			25663		Posted
		52-43-6000			FORKS, PLATES				3.05✓	0.00
		53-43-6000			FORKS, PLATES				3.05✓	0.00
					FORKS, PLATES				3.06✓	0.00
									<u>9.16✓</u>	<u>0.00</u>
3036	RED MUNICIPAL & INDUSTRIAL EQUIPMENT CO.									
67981	10/20/2016 10/20/2016	52-43-7450		688.49	9721				688.49✓	Posted 0.00
					SEWER NOZZLE					
1494	RICOH USA, INC									
67963	10/20/2016 10/20/2016	10-11-3000		145.76	5044800743			26444	145.76✓	Posted 0.00
					COPY MACHINE					
2818	PATTY RUFENER									
67964	10/20/2016 10/20/2016	51-43-3000		144.00				25662		Posted
		52-43-3000			CINNAMON ROLLS FOR SAFETY MTG				36.00✓	0.00
		53-43-3000			CINNAMON ROLLS FOR SAFETY MTG				36.00✓	0.00
		53-41-3000			CINNAMON ROLLS FOR SAFETY MTG				36.00✓	0.00
					CINNAMON ROLLS FOR SAFETY MTG				<u>36.00✓</u>	<u>0.00</u>
									144.00✓	0.00
2256	JUSTIN RYSER									
67904	10/20/2016 10/20/2016	52-41-2911		150.00					150.00✓	Posted 0.00
					REIMBURSEMENT FOR BOOTS					
575	SAGE PRODUCTS									
67803	10/20/2016 10/20/2016	10-15-6000		102.50	0062940-IN			CLARK701	102.50✓	Ck# 73396 Printed 0.00
					WYPALL POPUP TOWELS					
2924	SALINE COUNTY SHERIFF DEPARTMENT									
67802	10/20/2016 10/20/2016	10-12-3000		15.00				24620	15.00✓	Ck# 73397 Printed 0.00
					PAPER SERVICE FOR R. TORRES-2016(I					
94	SCHENDEL PEST CONTROL									
67965	10/20/2016 10/20/2016	51-43-3000		50.00	48172			25665		Posted
		52-43-3000			PEST CONTROL				16.66✓	0.00
		53-43-3000			PEST CONTROL				16.67✓	0.00
					PEST CONTROL				16.67✓	0.00
									<u>50.00✓</u>	<u>0.00</u>
2418	SCHROEDER LAW OFFICE, LLC									
67905	10/20/2016 10/20/2016	10-11-6110		226.82				26436		Posted
		10-11-3000			2073-OFFICE EXPENSES-SEPTEMBER				50.14✓	0.00
					2072-CITY VS. MANDY ODLE				176.68✓	0.00
									<u>226.82✓</u>	<u>0.00</u>
488	SCHWAB EATON BELOIT									
67906	10/20/2016 10/20/2016	41-00-8415		2,904.00	14.165C-1A				2,904.00✓	Posted 0.00
					SURVEYING & STAKING WATER LINE					
67966	10/20/2016 10/20/2016	30-00-3000		186.00	15.B044			26451	186.00✓	Posted 0.00
					BOUNDARY SURVEY-ELLIOTT'S ADDITI					
598	SECRETARY OF STATE									
67952	10/20/2016 10/20/2016	10-11-3000		25.00				25919	25.00✓	Posted 0.00
					NOTARY BOND/M. LOMAX					
607	SHAMBURG OIL COMPANY									
67907	10/20/2016 10/20/2016	53-43-6270		135.18				25625		Posted
		53-43-6270			548504-DIESEL				57.01✓	0.00
					548505-DIESEL				78.17✓	0.00
									<u>135.18✓</u>	<u>0.00</u>
67908	10/20/2016 10/20/2016	53-43-6270		178.02				24986		Posted
		53-43-6270			545628-DIESEL				92.00✓	0.00
		53-43-6270			545629-DIESEL				45.00✓	0.00
		53-43-6270			546421-DIESEL				41.02✓	0.00
									<u>178.02✓</u>	<u>0.00</u>
67909	10/20/2016 10/20/2016	52-43-6270		84.92	546724				84.92✓	Posted 0.00
					DIESEL					
67910	10/20/2016 10/20/2016	51-43-6270		52.50	547432				52.50✓	Posted 0.00
					DIESEL					

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607 SHAMBURG OIL COMPANY (continued)										
67911	10/20/2016	10/20/2016		169.08				CLARK705		Posted
	25-00-6180				547954-PROPANE				48.95✓	0.00
	25-00-6180				548770-PROPANE				70.79✓	0.00
	25-00-6180				548937-PROPANE				49.34✓	0.00
									<u>169.08✓</u>	0.00
67913	10/20/2016	10/20/2016		(49.01)	513568			26438		Posted
	53-43-6270				EXCISE TAX CREDIT-SEPT.				0.00	24.51✓
	52-43-6270				EXCISE TAX CREDIT-SEPT.				0.00	24.50✓
									<u>0.00</u>	49.01✓
2816 DELMAR SHOEMAKER										
67914	10/20/2016	10/20/2016		150.00				24619		Posted
	10-12-3320				RESTITUTION CASE 201400180				150.00✓	0.00
626 SOLOMON VALLEY HOME CENTER										
67915	10/20/2016	10/20/2016		62.00	10399410			25647		Posted
	53-41-6150				SAKRETE CONCRETE MIX				62.00✓	0.00
67916	10/20/2016	10/20/2016		6.99	10399110			25543		Posted
	10-18-6000				SPRINKLER REPAIR				6.99✓	0.00
67917	10/20/2016	10/20/2016		109.88				25535		Posted
	10-21-4300				10397772-CAULKING FOR POOL				23.97✓	0.00
	10-21-4300				10397748-CAULKING FOR POOL				63.92✓	0.00
	10-18-6000				10398563-BORING KIT				21.99✓	0.00
									<u>109.88✓</u>	0.00
67918	10/20/2016	10/20/2016		36.24	10399508					Posted
	51-43-6130				STD &BTR/PINE				36.24✓	0.00
67919	10/20/2016	10/20/2016		139.08				CLARK706		Posted
	30-00-6150				10398493-2X12X12				45.18✓	0.00
	30-00-6150				10399085-EXPANSION & NAILS				93.90✓	0.00
									<u>139.08✓</u>	0.00
3037 SPX FLOW US, LLC										
67982	10/20/2016	10/20/2016		4,939.00	91894294			23255		Posted
	51-41-4360				STEEL DRIVE SHAFT				4,939.00✓	0.00
643 STANION WHSE ELECTRIC COMPANY										
67967	10/20/2016	10/20/2016		286.61	4166068-01			25661		Posted
	53-43-6000				WEDGE CLAMP				286.61✓	0.00
673 THOMPSON'S OK TIRE, INC										
67920	10/20/2016	10/20/2016		344.08	1-127784			25637		Posted
	53-43-6140				TIRES				344.08✓	0.00
67921	10/20/2016	10/20/2016		35.78	1-126930					Posted
	51-43-4310				TIRE REPAIR				35.78✓	0.00
67922	10/20/2016	10/20/2016		66.50				CLARK707		Posted
	10-15-6140				1-126240-SPLIT RIM				40.00✓	0.00
	10-15-6140				1-126452-AIR COMP TIRE				26.50✓	0.00
									<u>66.50✓</u>	0.00
1163 TMHC SERVICES INC										
67968	10/20/2016	10/20/2016		480.50				26446		Posted
	10-11-3000				222226-EAP FEE				42.00✓	0.00
	10-11-3000				222226-ADMIN FEE				126.50✓	0.00
	51-41-3000				222227-PRE-EMPLOYMENT TEST				75.00✓	0.00
	10-11-3000				222227-EAP FEE				72.00✓	0.00
	10-11-3000				222227-ADMIN FEE				165.00✓	0.00
									<u>480.50✓</u>	0.00
410 UTILITIES										
67923	10/20/2016	10/20/2016		768.51				139		Posted
	10-13-6220				CITY SHARE OF JAIL UTILITIES				768.51✓	0.00
2607 VAN PELT MACKENZIE										
67924	10/20/2016	10/20/2016		90.00				25554		Posted
	10-17-6800				YOUTH FB REFEREE 10 GAMES @ 9.00				90.00✓	0.00
2067 VERIZON WIRELESS SERVICES, LLC										
67969	10/20/2016	10/20/2016		45.46	9773050593			26407		Posted
	10-18-5310				PARKS & REC ON-CALL PHONE				45.46✓	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>
3038 CARLOS VILLANUEVA (continued)									
67983	10/20/2016	10/20/2016	165.00				24621	165.00 ✓	Posted 0.00
	10-12-3320				REFUND BOND -201600198				
2921 BRET WILDFONG									
67925	10/20/2016	10/20/2016	130.00				25552	130.00 ✓	Posted 0.00
	10-17-6800				YOUTH FB REFEREE 13 GAMES @ 10.00				
758 ZEP INC.									
67970	10/20/2016	10/20/2016	216.20	9002470318			25655	216.20 ✓	Posted 0.00
	53-41-6000				ZEP SHIELD				
				291,042.27	181 Non-voided payables listed.				

Report Setup
 AP - Accounts Payable Listing : Vendor Name
 Filter Options
 Starting: 10/20/2016
 Ending: 10/20/2016
 Banks: All
 Payable Status: Posted, Printed, ACH, Recorded, Voided
 All Vendors Selected

REQUEST FOR COUNCIL ACTION

DATE:

October 18, 2016

TITLE:

Therapy Dog

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I would only consider recommending allowing this animal into the City of Beloit if certain conditions were met as follows:

1. Set timeline for certification
2. Certification on file
3. If certification deadline not met or certification not obtained, the animal to be removed from city limits

I feel that based on appropriate certification of the dog as a therapy animal that allowing the animal within city limits could be justified. It would set a precedent, however only the precedent that we allowed an animal that breached our code because it was a trained, certified therapy animal that is documented.

FISCAL NOTE:

DISCUSSION:

Respectfully submitted,

Jason Rabe,
City Administrator

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



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

Request For Public Comment

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

Name of Requester: Julie McShane
Address: 652 N. Belmont, Wichita, KS Telephone No. 316-706-1840
Council Meeting to Attend: OCT. 18
Comment Detail: I would like permission to maintain my dog, 7 1/2 yr old Rottweiler, in city limits. He has started training as a therapy dog and I intend to employ him in that capacity.
_____ (use reverse side if necessary).



Signature of Requester

For City Use Only

Request rec'd by: Jasen Rk Date: 9/28/16
Added to Agenda: 10/18/16 - Work Session

Space provided for additional information concerning request:

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:		
October 18, 2016	Tree Trimming Contract		
ORIGINATING DEPARTMENT:	TYPE OF ACTION:	<input type="checkbox"/> ORDINANCE	<input type="checkbox"/> RESOLUTION
Electric Department	<input checked="" type="checkbox"/> FORMAL ACTION	<input type="checkbox"/> OTHER	

RECOMMENDATION:

The city has already approved the tree trimming bid from Paul's Tree Care. This is the contract produced by Katie Schroeder which has been reviewed by staff and by Paul's Tree Care. I recommend that we enter into this contract.

BACKGROUND:

Per Department Head, Ron Sporleder, the City of Beloit has contracted with Paul's Tree Care to take care of trimming for electrical lines. This is normally done in conjunction with Cunningham Cable which potentially improves our bid due to scales of economy. This year Ron has also asked them to trim around street lights to improve lighting in our intersections. The city approved the bid on 09/20/2016.

FINANCIAL IMPACT:

Funding is available under Electric Systems Division 53-43-3000 (FY2017 Budget is \$60,000.00)

OPTIONS:

DISCUSSION:

Respectfully submitted,

Jason Rabe,
City Administrator

PAUL'S TREECARE, LLC

PHONE (785) 243-9014

PO BOX 293

CONCORDIA, KS 66901

FACSIMILE TRANSMITTAL SHEET

TO:

FROM:

Patricia A. McNutt

COMPANY:

City of Beloit

DATE:

OCTOBER 11, 2016

FAX NUMBER:

(785) 738-2290

TOTAL NO. OF PAGES: (INCLUDING COVER)

4

Re: Contract dated 10/10/2016

Thank you

CONFIDENTIALITY NOTE: The documents accompanying this transmission may contain information that is confidential or privileged. The information is intended to be for the use of the individual or entity named on the transmission sheet. If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of the contents of the information is prohibited. If you have received this information in error, please notify us immediately.

CONTRACT FOR TREE TRIMMING – POWER LINE AND STREET LIGHT CLEARANCE

THIS AGREEMENT, made and entered into this 10 day of October, 2016, by and between the City of Beloit, a municipal corporation of the State of Kansas, hereinafter referred to as the "City" with an office located at 119 N. Horsey, Beloit, Kansas 67420 and Paul's Tree Care, LLC, a Kansas Limited Liability Company, hereinafter referred to as the "Contractor" with an office located at 1047 Quail Road, Concordia, Kansas 66901.

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

1. **Services.** The City agrees to engage the services of the Contractor and the Contractor agrees to perform services as follows: Contractor will trim trees for a clearance of ten feet (10') for electrical lines and will clear all street lights for visibility. Contractor will trim above the lines as far as can be reached with a fifty-five foot (55') bucket truck and trim trees in alleys to allow access for city equipment. If a customer wants a tree removed, Contractor will contact the City and the tree will be removed at the expense of the customer. If trimming is necessary for areas higher than can be reached with a fifty-five foot (55') bucket truck, Contractor will contact the City regarding assistance for trimming at those heights. All tree trimmings are to be hauled and dumped at the City wood chip pile at the City's pole yard.
2. **Modification of Contract.** The Services to be done under the Contract shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Contractor. Upon request by the City, the Contractor shall provide an estimate of cost of any additional work or services.
3. **Exchange of Data.** All information, data, and reports in the City's possession and necessary for the carrying out of the work, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.
4. **Personnel.** The Contractor represents that Contractor will secure at Contractor's own expense, all personnel required to perform the services called for under this contract by Contractor. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.
5. **Term.** The services of the Contract shall commence as soon as the weather permits after January 1, 2017. All work shall be completed by August 31, 2017. Contractor is required to remain on this job for the City until the services are complete. In the event significant weather events prevent the Contractor from completing the work by August 31, 2017, Contractor may request an extension of the contract term. Said extension shall be no more than 30 days and shall be only in the event of significant weather events, as approved by the governing body of the City.
6. **Payment.**
 - a. The City agrees to pay the Contractor upon presentation of proper invoice and inspection by the City of work completed by the Contractor. Contractor shall submit invoices after one-third of the services are complete, then after two-thirds of the services are complete, and upon final completion of all tree trimming services. The City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with this Contract.
 - b. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of Thirty-Five Thousand and No/100 Dollars (\$35,000.00) without a properly approved change order.
7. **Termination of Contract.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner Contractor's obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination.

8. **Assignment.** The Contractor shall not assign or transfer any interest in this contract and shall not substitute any specific individuals and/or personnel qualifications without prior written consent of the City thereto.

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

10. **General Independent Contractor Clause.** This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Kansas revenue and taxation laws, Kansas workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BELOIT, KANSAS

CONTRACTOR

Tom Naasz, Mayor

Paul V. McNutt Jr.
Paul McNutt
Paul's Tree Care, LLC

Attest:

Amanda Lomax, City Clerk

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:		
October 18, 2016	Paver's Contract for East Main Project		
ORIGINATING DEPARTMENT:	TYPE OF ACTION:	<input type="checkbox"/> ORDINANCE	<input type="checkbox"/> RESOLUTION
Administration		<input checked="" type="checkbox"/> FORMAL ACTION	<input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the city council approve the enclosed Contract with Paver's Inc. for East Main Street in the amount of \$1,440,337.89.

BACKGROUND:

On August 18, 2016 the City of Beloit requested bids for the East Main Street Improvements to be delivered on September 16, 2016. On 10:00 am on September 16, 2016 the City received four bids ranging from \$1,440,339.87 to \$2,125,550.31. The engineer's estimate for the project was \$1,544,588.20.

FINANCIAL IMPACT:

Funding is available under General Obligation Bonds that were issued in June 2016 for \$1,848,728.39. After deducting cost of issuance and preliminary construction costs we have a remaining balance of \$1,765,460.90. At the next meeting we will have a report prepared with estimated remaining costs beyond the bid including remaining engineering costs, remaining utility work, and a contingency factor. All future debt service is being paid out of the CIP fund which is funded by sales tax. No property taxes will be assessed to service this project.

OPTIONS:

1. Sign the Contract

DISCUSSION:

Respectfully submitted,

Jason Rabe,
City Administrator

**EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2016 by and between City of Beloit, Kansas (hereinafter called OWNER) and Pavers, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

East Main Street Improvements

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

East Main Street Improvements

Article 2. ENGINEER.

The Project has been designed by Schwab-Eaton, P.A., 1125 Garden Way, Manhattan, Kansas, who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1. The Work will be substantially completed by May 19, 2017 when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions by May 19, 2017 when the Contract Time commences to run.

3.2. *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred DOLLARS (\$500.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Five Hundred DOLLARS (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

4.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

\$1,440,339.87 (One Million Four Hundred Forty Thousand Three Hundred Thirty-Nine and 87/100 Dollars)

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the ENGINEER as provided in the General Conditions.

5.1. *Progress Payments.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.05 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 14 of the General Conditions.

90 % of Work completed. If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the work have been satisfactory to OWNER and ENGINEER, OWNER on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

90 % of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02 of the General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100 % of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.07 of the General Conditions.

5.2. *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

Article 6. INTEREST.

Article 6 has been deleted.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and accepts the determination set forth in paragraph SC - 4.2 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.03 of the General Conditions.

7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1. This Agreement (pages 1 to 5, inclusive).
- 8.2. Exhibits to this Agreement (pages --- to ---, inclusive).
- 8.3. Performance and other Bonds, identified as exhibits -- and consisting of 6 pages.
- 8.4. Notice of Award.
- 8.5. General Conditions (pages 1 to 65, inclusive.)
- 8.6. Special Conditions (pages SC-1 to SC-4, inclusive).
- 8.7. Specifications bearing the title East Main Street Improvements, City of Beloit, Kansas and consisting of -- divisions and -- pages, as listed in table of contents thereof.
- 8.8. Drawings, consisting of sheets numbered 1 through 44, inclusive with each sheet bearing the following general title:

EAST MAIN STREET IMPROVEMENTS
- 8.9. Addenda numbers - to -, inclusive.
- 8.10. CONTRACTOR'S Bid (pages 1 to 5, inclusive) marked exhibit --- and including attachments.
- 8.11. Documentation submitted by CONTRACTOR prior to Notice of Award (pages --- to ---, inclusive).
- 8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.04 and 3.05 of the General Conditions.
- 8.13. The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 and 3.05 of the General Conditions.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 10. OTHER PROVISIONS.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____ day of _____, 2016.

OWNER:
CITY OF BELOIT, KANSAS

CONTRACTOR:
PAVERS, INC.

By: _____

By: Jeff Wilson
JEFF WILSON, PRESIDENT

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest _____

Attest Debra Hackney

Address for giving notices:
City of Beloit
119 N Hersey Ave
Beloit, KS 67420

Address for giving notices:
Pavers, Inc.
505 Francis Ave, PO Box 1967
Salina, KS 67401
License No. _____

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

Agent for service of process: _____

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
October 18, 2016	Police Vehicle Purchase
ORIGINATING DEPARTMENT:	TYPE OF ACTION: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION
Police Department	<input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the city council approve the 2017 Police Package Dodge Charger purchase in the amount of \$24,805.00.

BACKGROUND:

This vehicle is budgeted for 2017 and will be delivered in 2017. Per council input Chief Elam received bids from four vendors on two standard police package vehicles, a Dodge Charger and a Ford Explorer, both vehicles the City of Beloit utilizes and considers a "standard" for our department based on KHP use. This vehicle will replace a 2006 Ford Crown Victoria, which will be repurposed as our Animal Control/Code Compliance Vehicle. Now that his fleet has been updated and in light of the changing mill levy law, Chief and I discussed the need to develop a metric to determine a rotation going forward. This will be developed and presented before the end of the year. In talking with Chief Elam, the next vehicle needing replacement would be the 2011 Tahoe K-9 unit- however this vehicle has a longer shelf life due to its specialized use and is not in need of replacement in the near future.

FINANCIAL IMPACT:

Funding is available under **Motor Vehicles 10-13-7420**. The Police Department is trending to be under budget. Chief Elam also will purchase roughly \$10,000 in equipment to outfit the vehicle, which is budgeted for. The vehicle will not have a repayment until 2018, so will not impact the budget at that time. Last the Chief received bids from three local financial institutions, with my recommendation being Solomon Valley on a 3-year Lease/Purchase at 1.89%.

OPTIONS:

1. Accept one of the standard police package vehicles.
2. Reject the request.

DISCUSSION:

Respectfully submitted,

Jason Rabe,
City Administrator

1716 N. Hersey Ave.
Beloit, Kansas 67420

Chief Dave Elam



Ph. (785) 738-2203
Fax (785) 738-2759
Email: bpdchief@nckcn.com

October 10, 2016

To: Mayor and City Council

CC: City Administrator Jason Rabe,

RE: Patrol vehicle and related safety equipment

The Beloit Police Department is in need of patrol vehicle and equipment. It is incumbent upon the Police Department to provide service to the community by being able to arrive in a timely fashion in a safe, reliable manner.

It has been the practice of the Department to replace a vehicle every year with new equipment. I realize the initial cost seems high however the liability of not being able to provide the service our community needs would outweigh the cost.

The Beloit Police Department is in receipt of several bids for Police Package Patrol Vehicles:

Beloit Auto & Truck Plaza

-2017 Ford Explorer AWD 3.7 L V-6 \$27,544.00

-2017 Dodge Charger AWD 5.7 L V-8 \$24,805.00

Government Fleet Sales

-2016 Dodge Charger R/T 5.7 L V-8 \$26,800.00

Long MacArthur Inc.

-2017 Ford Explorer AWD 3.7 L V-6 \$26,342.72

-2017 Ford Explorer AWD 3.5 L Ecoboost \$29,249.72

-2017 Ford Expedition 4X4 3.5 L Ecoboost \$34,793.44

Marshall Motor Co.

-2017 Dodge Charger AWD 5.7 L V-8 \$26,651.00

-2017 Dodge Charger RWD 5.7 L V-8 \$25,711.00

The Beloit Police Department respectfully requests approval to purchase the 2017 Dodge Charger AWD 5.7 L V-8 as Beloit Truck & Auto submitted the lowest bid at \$24,805.00.

Thank you for your time and consideration,

A handwritten signature in cursive script that reads "Dave Elam".

Sincerely,
Chief Dave Elam




BELOIT AUTO & TRUCK PLAZA

FORD-CHRYSLER-DODGE-JEEP

www.beloitautotruckplaza.com

(785) 738-3573
(800) 748-8408

PO Box 526
3133 US Hwy 24
Beloit, KS 67420

October 3rd, 2016

RE: Beloit Auto & Truck Bid for replacement vehicle for Beloit Police Department

Dear Chief Elam,

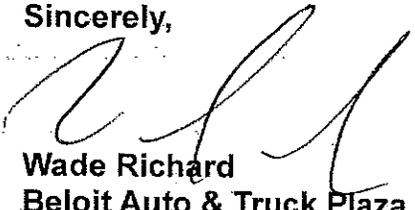
As per your request, I have several options for you to consider for your next addition to your fleet. These prices are subject to change without notification and are based on ordered units. All bids are base pricing. The price will go up from there depending on what features you would like to add. Below are your bids.

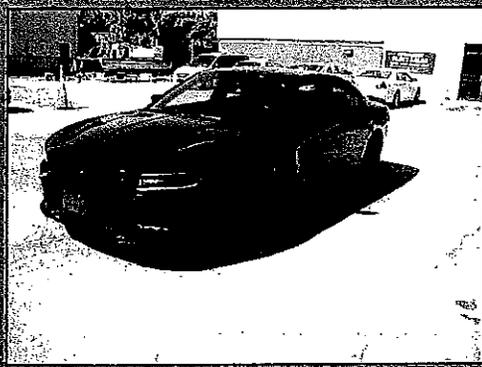
2017 Ford Explorer AWD 3.7 \$27,544.00

2017 Dodge Charger V8 AWD \$24,805.00

Please let us know if there are any questions that you may have or if there is a need for me to speak with the City Counsel in regards to our bid. We look forward to serving you and thank you considering Beloit Auto & Truck Plaza.

Sincerely,

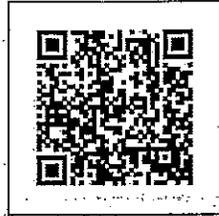

Wade Richard
Beloit Auto & Truck Plaza
785-738-3573
785-534-2367 Cell



2016 Dodge Charger

Government Fleet Sales
7125 East Front St
Kansas City, MO 64120
Ph. 8168422525
www.government-fleet-sales.com

QR URL Link



Price:	\$26,800	Exterior:	Black
Year:	2016	Interior:	Black
Make:	Dodge	Trim/Package:	R/T 4dr Sedan
Model:	Charger	Engine:	5.7L V8
Mileage:	26687	Transmission:	Automatic 8-Speed
Stock#	159586	Fuel Type:	Gasoline

VEHICLE OPTIONS

2-Stage Unlocking Doors, Abs - 4-Wheel, Active Head Restraints - Dual Front, Air Filtration, Airbag Deactivation - Occupant Sensing Passenger, Alternator - 180 Amps, Antenna Type - Diversity, Antenna Type - Element, Anti-Theft System - Engine Immobilizer, Anti-Theft System - Theft-Deterrent System, Armrests - Rear Center Folding With Storage, Armrests - Rear Center With Cupholders, Assist Handle - Front, Assist Handle - Rear, Auxiliary Audio Input - Bluetooth, Auxiliary Audio Input - Jack, Auxiliary Audio Input - Memory Card Slot, Auxiliary Audio Input - Usb, Axle Ratio - 2.62, Battery - Maintenance-Free, Battery Rating - 730 Cca, Body Side Reinforcements, Brake Drying, Braking Assist, Capless Fuel Filler System, Cargo Area Light, Center Console - Front Console With Armrest And Storage, Center Console Trim - Alloy, Child Safety Door Locks, Child Seat Anchors - Latch System, Clock, Compass, Cruise Control, Crumple Zones - Front, Crumple Zones - Rear, Cupholders - Front, Cupholders - Illuminated, Cupholders - Rear, Dash Trim - Alloy, Daytime Running Lights - Led, Digital Odometer, Dimming Rearview Mirror - Auto, Door Handle Color - Body-Color, Driver Seat - Heated, Driver Seat Power Adjustments - 4-Way Power Lumbar, Driver Seat Power Adjustments - 8, Driver Seat Power Adjustments - Height, Driver Seat Power Adjustments - Reclining, Electronic Brakeforce Distribution, Emergency Braking Preparation, Emergency Interior Trunk Release, Emergency Locking Retractors - Front, Emissions - 50 State, Energy Absorbing Steering Column, Exhaust - Dual Tip, Exhaust Tip Color - Chrome, External Temperature Display, Floor Mat Material - Carpet, Floor Material - Carpet, Floor Mats - Front, Floor Mats - Rear, Front Air Conditioning - Automatic Climate Control, Front Air Conditioning Zones - Dual, Front Airbags - Dual, Front Brake Diameter - 13.6, Front Brake Type - Ventilated Disc, Front Bumper Color - Body-Color, Front Fog Lights - Led, Front Headrests - 2, Front Headrests - Adjustable

VEHICLE NOTES

==>

Long McArthur Ford

Dealer: F53538

2017 EXPLORER 4-DOOR

Page: 1 of 1

Order No: 1010 Priority: L4 Ord FIN: QI502 Order Type: 5B Price Level: 745

Ord Code: 500A Cust/Flt Name: SALINA

PO Number:

RETAIL

RETAIL

K8A 4DR AWD POLICE \$31510

PRICED DORA NC

.112.6" WB

DEST AND DELIV 945

UJ STERLING GRAY

TOTAL BASE AND OPTIONS 32670

9 CLTH BKTS/VNL R

TOTAL 32670

W EBONY BLACK

THIS IS NOT AN INVOICE

500A EQUIP.GRP

.PREM SINGLE CD

99R .3.7L V6 TIVCT NC

44C .6-SPD AUTO TRAN NC

51Y DRV SDE SPT LMP 215

FLEX-FUEL

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC05254

26342.72

\$175 LED Spot 1/3

#268 2Key Fob

==> _____ Long McArthur

Dealer: F53538

2017 EXPLORER 4-DOOR

Page: 1 of 1

Order No: 1010 Priority: L4 Ord FIN: QI502 Order Type: 5B Price Level: 745
Ord Code: 500A Cust/Flt Name: SALINA PO Number:

	RETAIL		RETAIL
K8A	4DR AWD POLICE	\$31510	PRICED DORA NC
	.112.6" WB		DEST AND DELIV 945
UJ	STERLING GRAY		TOTAL BASE AND OPTIONS 35965
9	CLTH BKTS/VNL R		TOTAL 35965
W	EBONY BLACK		*THIS IS NOT AN INVOICE*
500A	EQUIP GRP		
	.PREM SINGLE CD		
99T	3.5 V6 ECOBOOST	3295	
44C	.6-SPD AUTO TRAN	NC	
51Y	DRV SDE SPT LMP	215	
76D	DEFLECTOR PLATE	NC	
	SP DLR ACCT ADJ		
	SP FLT ACCT CR		
	FUEL CHARGE		
B4A	NET INV FLT OPT	NC	

29,249.92

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC05254

==>

Long McArthur

Dealer: F53538

2017 EXPEDITION

Page: 1 of 1

Order No: 1010 Priority: L4 Ord FIN: QI502 Order Type: 5B Price Level: 745

Ord Code: 102A Cust/Flt Name: SALINA

PO Number:

RETAIL

RETAIL

U1G 4X4 XL

\$44620

DEST AND DELIV

\$1195

.119" WHEELBASE

TOTAL BASE AND OPTIONS 43585

Z1 OXFORD WHITE

TOTAL

43585

C CLOTH BUCKET

THIS IS NOT AN INVOICE

D DUNE

102A EQUIP GRP (2230)

.SSV PACKAGE

99T .3.5L ECO V6

NC

446 .6-SPD AUTO O/D

NC

425 50 STATE EMISS

NC

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT

NC

PRICED DORA

NC

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC05254

34793.44

8-12 week delivery

MARSHALL MOTOR CO INC
 3500 SOUTH 9TH
 SALINA, KS 674017882

Configuration Preview

Date Printed: 2016-09-27 3:28 PM
 Estimated Ship Date:

VIN:
 VON:

Quantity: 1
 Status: BA - Pending order
 FAN 1: 0007H City of Salina, Kansas
 FAN 2:
 Client Code:
 Bid Number: TB7065
 PO Number:

Sold to:
 MARSHALL MOTOR CO INC (08585)
 3500 SOUTH 9TH
 SALINA, KS 674017882

Ship to:
 MARSHALL MOTOR CO INC (08585)
 3500 SOUTH 9TH
 SALINA, KS 674017882

Vehicle: 2017 CHARGER POLICE AWD (LDEE48)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	LDEE48	CHARGER POLICE AWD	36,375	35,498
Package:	29A	Customer Preferred Package 29A	0	0
	EZH	5.7L V8 HEMI MDS VVT Engine	0	0
	DGJ	5-Speed Auto W5A580 Transmission	0	0
Paint/Seat/Trim:	PAR	Maximum Steel Met. Clear Coat	0	0
	APA	Monotone Paint	0	0
	*X5	HD Cloth Bucket Seats w/Vinyl Rear	120	107
	-X9	Black	0	0
Options:	CM8	Replace Full Console w/Mini Console	0	0
	XFX	Equipment Mounting Bracket	0	0
	LNK	LED Spot Lamps	150	134
	LNF	Black Left Spot Lamp	210	187
	AYW	Patrol Package Wiring Prep Package	1,150	1,024
	AMV	Fleet Park Assist Group	350	312
	AEB	Street Appearance Group	375	334
	4DH	Prepaid Holdback	0	-1,167
	TYL	245/55R18 BSW Performance Tires	180	160
	4ES	Delivery Allowance Credit	0	-363
	GUK	Power Heated Mirrors w/Man F/Away	0	0
	MAF	Fleet Purchase Incentive	0	-950
	5N6	Easy Order	0	0
	4FM	Fleet Option Editor	0	0
	4FT	Fleet Sales Order	0	0
	.174	Zone 74-Denver	0	0
	4EA	Sold Vehicle	0	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0	0
Bid Number:	TB7065	Government Incentives	0	-10,000
Discounts:	YGF	8 Additional Gallons of Gas	0	16
Destination Fees:			1,095	1,095

6-8 wks

Total Price: 40,005 26,387

Order Type: Fleet PSP Month/Week:
 Scheduling Priority: 1-Sold Order Build Priority: 99
 Customer Name:
 Customer Address: USA

*26,387
 200
 26,387*

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

MARSHALL MOTOR CO INC
 3500 SOUTH 9TH
 SALINA, KS 674017882

Configuration Preview

Date Printed: 2016-09-27 3:20 PM
 Estimated Ship Date:

VIN:
 VON:

Quantity: 1
 Status: BA - Pending order
 FAN 1: 0007H City of Salina, Kansas
 FAN 2:
 Client Code:
 Bid Number: TB7065
 PO Number:

Sold to:
 MARSHALL MOTOR CO INC (08585)
 3500 SOUTH 9TH
 SALINA, KS 674017882

Ship to:
 MARSHALL MOTOR CO INC (08585)
 3500 SOUTH 9TH
 SALINA, KS 674017882

Vehicle: 2017 CHARGER POLICE RWD (LDDE48)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	LDDE48	CHARGER POLICE RWD	31,645	31,051
Package:	29A	Customer Preferred Package 29A	0	0
	EZH	5.7L V8 HEMI MDS VVT Engine	2,230	1,985
	DGJ	5-Speed Auto W5A580 Transmission	0	0
Paint/Seat/Trim:	PAR	Maximum Steel Met. Clear Coat	0	0
	APA	Monotone Paint	0	0
	*X5	HD Cloth Bucket Seats w/Vinyl Rear	120	107
	-X9	Black	0	0
Options:	MSY	Delete Badge	0	0
	LNK	LED Spot Lamps	150	134
	LNF	Black Left Spot Lamp	210	187
	CW6	Deactivate Rear Doors/Windows	75	67
	CK9	Delete Carpet	0	0
	4DH	Prepaid Holdback	0	-1,095
	AMV	Fleet Park Assist Group	350	312
	4ES	Delivery Allowance Credit	0	-316
	AYW	Patrol Package Wiring Prep Package	1,150	1,024
	MAF	Fleet Purchase Incentive	0	-950
	TYL	245/55R18 BSW Performance Tires	180	160
	AEB	Street Appearance Group	375	334
	GUK	Power Heated Mirrors w/Man F/Away	0	0
	NZE	Base Engine Controller	0	0
	5N6	Easy Order	0	0
	4FM	Fleet Option Editor	0	0
	4FT	Fleet Sales Order	0	0
	174	Zone 74-Denver	0	0
4EA	Sold Vehicle	0	0	
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0	0
Bid Number:	TB7065	Government Incentives	0	-8,600
Discounts:	YGF	8 Additional Gallons of Gas	0	16
Destination Fees:			1,095	1,095

Total Price: 37,580 25,511

Order Type: Fleet PSP Month/Week:
 Scheduling Priority: 1-Sold Order Build Priority: 99

400
 25,711

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
October 18, 2016	Animal Control/Compliance Officer Hire
ORIGINATING DEPARTMENT:	TYPE OF ACTION: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION
Police Department	<input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

Chief Elam, Chris Jones, and myself interviewed Allen "Doug" Langham. He was willing to take on the modified position. We moved to hire him after a background and drug test.

BACKGROUND:

At the October 4th, 2016 meeting I presented a case for reorganizing the Code Enforcement/Building Inspector position currently held as a Department Head. In discussing this with multiple parties, Chris Jones, Chief Elam, City Attorney Katie Schroeder, Mayor Naasz, Clerk Lomax, Lynn Miller, Ron Sporleder, Steven Krier, Morgan Harris, and the City Council I determined the appropriate segregation of duties that would fit our current work force, positively impact our budget, and provide the opportunity to meet the council's desired impact on code enforcement/animal control.

FINANCIAL IMPACT:

Funding for this position is available out of the general fund. The current salary expense allocated to the Department Head position is \$48,904. Going forward with the reorganization the budget impact for salary expense will be \$34,023. The position will utilize the existing 2006 Ford Crown Victoria which was slated to be retired. The 2015 GMC Pickup currently utilized by the position will be moved to the department with the greatest need.

OPTIONS:

DISCUSSION:

Respectfully submitted,

Jason Rabe,
City Administrator

114 South Campbell Street
Beloit, Kansas 67420



Tel No (785) 738-2203
Fax No (785) 738-2759

Chief Dave Elam

October 13, 2016

TO: Mayor and City Counsel
From: Chief Dave Elam #602
RE: Hire of Animal Control/Code Compliance

At the work session of last City Council meeting, a vote was made to move forward with the separation of duties of Mr. Jones's current position. Mr. Jones's is retiring soon, it is my hope to get this person with Mr. Jones at soonest opportunity to get the most amount of mentoring available in Mr. Jones's remaining time.

Mr. Allen Langham had applied for and was interviewed for Mr. Jones's current position. Mr. Langham agreed to consider the changes proposed to the position. City Administrator Rabe and I spoke with Mr. Langham about the changes and expectations. Mr. Langham agreed to accept the position at Grade 21, Step 3, \$13.87 an hour. Mr. Langham has already attended a training seminar for code compliance.

Thank you for your time and consideration,

A handwritten signature in cursive script that reads "Dave Elam".

Chief Dave Elam #602
Beloit Police Department

**2016
Swimming Pool**

Expenditures	2016	2015	2014	2013	2012	2011	2010	2009
Personnel Expenses	61,015.16	60,716.61	62,033.23	56,549.28	62,085.35	44,219.22	39,178.70	55,655.05
Contractual Expenses	16,337.74	14,960.32	14,178.62	13,234.84	8,427.44	8,858.40	9,736.85	25,237.46
Commodities	25,344.56	19,562.17	24,998.41	26,731.47	23,779.13	17,798.37	19,100.01	25,281.55
Capital Outlay	300.00	323.03	-	180.18	0.00	852.72	0.00	10,356.95
	\$102,997.46	\$95,562.13	\$101,210.26	\$96,695.77	\$94,291.92	\$71,728.71	\$68,015.56	\$116,531.01

Revenue	2016	2015	2014	2013	2012	2011	2010	2009
Swimming Pool Receipts	57,327.92	61,035.50	62,140.30	58,301.03	72,351.66	30,762.17	30,055.95	36,956.47
Pool Concession Receipts	13,133.61	13,631.19	13,241.50	15,120.10	18,395.39	5,503.37	8,099.87	8,178.99
	70,461.53	74,666.69	75,381.80	73,421.13	\$90,747.05	\$36,265.54	\$38,155.82	\$45,135.46

Losses	2016	2015	2014	2013	2012	2011	2010	2009
	-\$32,535.93	-\$20,895.44	-\$25,828.46	-\$23,274.64	-\$3,544.87	-\$35,463.17	-\$29,859.74	-\$71,395.55

Attendance	2016	2015	2014	2013	2012	2011	2010	2009
(total admission/average daily	See Attached	See Attached	See Attached	14,157/164	18,024/250	can't find	9765/137	6136/122

2016 Pool Season Overview

Donations

Bike & Build (6/30)		
12 x 6.00 =		72.00
Passes: Beloit PTO		175.00
St. John Auction		175.00
High Schools' Fund Raiser (meals)		
30.00 + 4.75 X 13 =		91.75
		513.75

2016 Pool Attendance Overview:

		Yearly Total
Daily Child Admission		3726
Daily Adult Admission		1672
Daily Senior Admission		356
Family Pass		4171
Individual Pass		1743
Staff Pass		82
Babysitter Pass		32
Bike and Build and Kids Lead (not tallied with rest)		26
Water Walkers		
AM	4	257
PM*	253	
TOTAL		12,065

Daily average:

* (PM paying without passes)

Pool Parties

Under 50	3	600.00
50-100	6	1500.00
Over 100	1	300.00
Family Swims	2	Paid 110.00
Total	12	
Total Income from Parties		2510.00
3 cancelled due to weather		
1 cancelled by family		

Yearly Comparison

	2012	2013	2014	2015	2016
Attendance	18,024	14,157	12,575	12,444	12,065
Average	262	177	168	162	168
Parties	30	?	24	20	12

Pool Attendance - 2016

Date	Ch. Ad.	Ad. Ad.	Sr. Ad	Staff Scan	Fm. Scan	In. Scan	WW AM	WW PM	Sit. Scan	Party
5/28	39	21	1	0	23	8	0	0	0	0
5/29	43	23	1	0	17	19	0	0	0	0
5/30	50	14	1	1	48	24	0	0	0	0
5/31	13	0	0	0	23	19	0	0	0	0
6/1	46	10	0	0	73	29	0	1	0	0
6/2	63	9	2	1	95	40	0	0	0	0
6/3	45	15	1	4	39	28	0	0	0	0
6/4	68	56	4	1	44	11	0	0	0	0
6/5	51	31	5	0	41	19	0	2	0	0
6/6	45	8	3	2	52	21	0	3	0	0
6/7	54	14	4	1	59	28	0	4	1	0
6/8	55	19	1	0	92	29	0	8	1	0
6/9	80	31	6	2	91	33	0	3	1	0
6/10	72	28	9	3	108	32	0	5	1	0
6/11	87	49	14	0	75	14	0	0	0	0
6/12	48	35	8	1	103	21	0	0	0	0
6/13	33	12	2	2	62	38	0	2	1	0
6/14	34	12	2	1	59	32	0	2	1	0
6/15	49	17	3	1	95	36	0	0	1	0
6/16	96	27	12	4	83	46	0	2	1	0
6/17	61	20	8	0	83	38	0	5	1	0
6/18	68	62	4	1	60	22	0	1	0	0
6/19	53	56	11	2	67	14	0	3	0	1
6/20	38	20	5	0	86	34	0	8	1	0
6/21	68	27	5	3	77	32	1	6	1	0
6/22	52	19	1	0	85	40	0	10	1	0
6/23	62	25	6	3	59	38	0	5	1	0
6/24	52	18	4	1	56	26	0	5	1	0
6/25	35	17	5	0	15	6	0	0	0	0
6/26	40	34	4	1	50	14	0	2	0	1
6/27	47	11	0	2	58	42	0	1	1	0
6/28	21	10	3	1	32	15	0	4	0	0
6/29	56	14	0	0	101	31	0	3	1	0
6/30	26	9	2	0	53	32	0	5	1	0
7/1	39	21	6	1	27	12	0	0	0	0
7/2	11	3	1	0	6	2	0	0	0	0
7/3										
7/4	50	39	9	1	29	14	0	0	0	0
7/5	39	26	6	0	47	24	0	6	0	0
7/6	90	22	5	3	80	40	0	8	1	0
7/7	81	33	13	2	79	28	0	8	1	0
7/8	84	21	3	1	58	32	0	1	1	0

Name	Ch. Ad.	Ad. Ad	Sr. Ad.	Staff	Fm. Scan	In. Scan	WW AM	WW PM	Sit. Scan	Party
7/9	52	33	5	0	40	16	0	8	0	1
7/10	58	47	10	2	34	13	0	2	0	0
7/11	41	11	5	3	45	19	0	8	1	0
7/12	55	26	3	2	68	31	0	4	0	0
7/13	37	10	6	2	53	23	0	10	0	0
7/14	60	18	6	0	63	31	0	6	1	0
7/15										
7/16	53	50	3	2	67	19	0	7	0	1
7/17	61	43	10	1	58	20	0	0	0	1
7/18	40	15	6	5	64	34	0	7	1	0
7/19	52	22	5	0	70	25	0	2	0	0
7/20	88	19	12	0	75	32	0	0	1	0
7/21	77	30	4	0	90	31	0	10	1	0
7/22	45	14	0	1	30	15	0	0	0	0
7/23	54	44	9	0	38	12	0	7	0	0
7/24	5	1	0	0	4	2	0	0	0	1
7/25	39	11	5	1	37	21	0	9	0	1
7/26	40	18	6	3	58	32	0	6	2	0
7/27	54	13	7	3	60	26	0	12	1	0
7/28	28	12	6	0	20	16	3	0	0	0
7/29	65	28	11	0	37	12	0	3	0	0
7/30	50	38	3	2	21	10	0	0	0	1
7/31	40	23	5	1	45	5	0	3	0	0
8/1										
8/2	20	6	4	1	16	11	0	2	0	0
8/3	43	15	3	1	68	28	0	5	0	0
8/4	27	10	3	1	59	18	0	2	1	0
8/5	8	1	2	0	0	16	0	0	0	0
8/6	18	6	4	0	10	4	0	1	0	1
8/7										
8/8	29	6	2	0	34	15	0	7	1	1
8/9	43	14	4	0	34	37	0	2	1	1
8/10	84	32	7	0	84	29	0	7	1	0
8/11	67	27	9	2	68	25	0	0	0	0
8/12	49	17	3	1	61	11	0	2	0	1
8/13	50	50	4	1	55	17	0	2	0	0
8/14	50	24	4	1	115	24	0	6	0	0
Total	3726	1672	356	82	4171	1743	4	253	32	12

• + 14 for Kids Lead and +12 for Bike and Build these were tallied different

ITEMS FOR COUNCIL DISCUSSION

DATE:

October 18, 2016

TITLE:

WORK SESSION DISCUSSION

DISCUSSION:

Items for discussion at your October 18, 2016 Work Session will include the following:

- A. AWARE Committee- Attachment and Initial Discussion
- B. Tony Salcido – REV-E 3 - Presentation
- C. City Attorney Ordinance – Attachment and Feedback
- D. Parking – West Main Street – Attachment, Feedback, Discussion
- E. Solid Waste Ordinance- Attachment and Feedback
- F. Murrow Farm Lease – Attachment and Feedback
- G. North Campus Zoning and Lot Sales- Discussion

Respectfully submitted,

Jason Rabe,
City Administrator

Charter Draft for- HEAL Council/Committee recommendation to the City of Beloit Planning Commission

In healthy communities, built and social environments support and enable active living. Healthy eating and active living is essential to the City of Beloit's overall health and quality of life. Active living and healthy eating reduces the risk of chronic disease, enhances physical and mental health and brings members of our community together. By creating a healthy community we enhance our rural atmosphere and help attract people to our city.

Active communities are created when diverse groups, decision-makers and the community places value on and work toward the health, safety and quality of life.

In active communities, active transportation like biking, walking and physical recreation is safe, accessible and convenient for all ages.

In active communities, access to healthy nutritious foods is a priority and should be accessible and convenient for all ages.

A HEAL Council/Committee supports active communities through:

- Policies that direct mindful decision-making to include healthy eating standards and active living infrastructure in new developments, neighborhoods, schools, parks and public spaces.
- Community planning and design decisions that place importance on active living features and recreation to develop and progress the health and access of our community members.
- Infrastructure that includes reliable walking and biking routes with connected pathways and signage.
- Leadership collaborations that include residents, all levels of government, developers, health sector, schools/education, economic development and business groups.
- Education that widely communicates the benefits of healthy eating and active living and supports community change and growth.

HEAL Council/Committee core values are:

- Quality of Life / Local Economy- Which is key to social and economic growth and vitality.
- Inclusion / Accessibility - All community members should have equal access to active living opportunities.
- Growth & Vitality- The health of our community depends on the health of our natural environment.
- Community Safety- Safe routes and infrastructure that support community participation in active living.

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE DUTIES OF THE CITY ATTORNEY AND FIXING THE SALARY AND COMPENSATION FOR THE CITY ATTORNEY IN THE CITY OF BELOIT, KANSAS.

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

Section 1: Effective the 1st day of November, 2016, the salary of the City Attorney shall be \$4,600.00 per month and shall continue to be paid on a monthly basis.

Section 2: The monthly compensation set out in Section 1 will compensate the City Attorney for the following duties:

- (a) Attend meetings of the City Council;
- (b) Advise the City Council and all officers of the City upon such legal questions affecting the City and its offices;
- (c) Meet regularly with the City Administrator and City Clerk to discuss legal matters affecting the City;
- (d) Attend City Department Head meetings as requested by the City Administrator;
- (e) Attend other meetings during business hours, as requested by the City Administrator;
- (f) Attend Planning Commission meetings as requested by the City Administrator;
- (g) Draft and/or review resolutions, contracts, leases, easements, conveyances and other instruments as may be submitted to him/her in the regular transactions of affairs of the City;
- (h) Draft, review and approve all ordinances of the City as to form and legality;
- (i) Perform other duties which may arise from time to time such as tax exemption applications, special assessments, etc.
- (j) Serve as City Prosecutor for the Beloit Municipal Court and draft all necessary pleadings for the Municipal Court; and
- (k) Perform those duties as prescribed by the governing body or Kansas statutes.

Section 3. In addition, the City Attorney will be paid at a normal hourly rate of \$100.00 per hour for work done on behalf of the City:

- (a) Prosecute cases which are appealed from the Municipal Court to District Court, or appealed from the District Court to any other appellate court of the State of Kansas;
- (b) Perform work on behalf of the City either prosecuting claims or defending claims involving the City's interest in the District Court or Federal Court;
- (c) Appear on behalf of the City before any administrative boards;
- (d) Perform services for the City in obtaining funding for major projects including bond issuance; and
- (e) Perform services for the City on special or extraordinary legal matters not covered

under Section 2 such as property acquisitions for major projects, rewrite of the City's Comprehensive Plan, or rewrite of the Beloit City Code.

- (f) If such services performed pursuant to Section 3(e) are less than \$2,000.00, such services must be approved by the City Administrator and Mayor. Services for more than \$2,000.00 shall require approval by the City Council.

Section 4: The City will pay for expenses incurred in the City Attorney's attendance at City Attorney continuing legal education seminars. The City Attorney will supply to the City Clerk on a regular basis his/her expenses incurred in representing the City which will include photocopies, long distance phone calls, postage, and any other expenses directly related to the representation of the City.

Section 5: This ordinance hereby repeals Ordinance 2085.

Section 6: 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 1st day of November, 2016.

Tom Naasz, Mayor

ATTEST:

Amanda J. Lomax, City Clerk

ORDINANCE NO. 2085

AN ORDINANCE CONCERNING THE FIXING OF SALARY AND COMPENSATION FOR THE CITY ATTORNEY IN THE CITY OF BELOIT, KANSAS.

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

SECTION 1: Effective the 1st day of January, 2011, the salary of the City Attorney shall be \$4,000.00 per month and shall continue to be paid on a monthly basis.

SECTION 2: The monthly compensation provided for the City Attorney will compensate the City Attorney for the following duties:

- (a) Attend meetings of the City Council;
- (b) Advise the City Council and all officers of the City upon such legal questions affecting the City and its offices as may be submitted to him/her;
- (c) When requested by the City Council, give opinions in writing upon any such questions;
- (d) Draft such ordinances, contracts, leases, easements, conveyances and other instruments in writing as may be submitted to him/her in the regular transactions of affairs of the City;
- (e) Review and approve all ordinances of the City as to form and legality;
- (f) Attend Planning Commission meetings as requested;
- (g) Perform those duties as prescribed by Kansas Statutes.

SECTION 3: In addition, the City Attorney will be paid at a normal hourly rate of \$100.00 per hour for work done on behalf of the City:

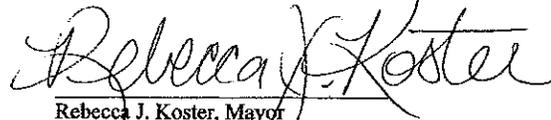
- (a) In prosecuting cases which are appealed from the Municipal Court to District Court, or appealed from the District Court to any other appellate court of the State of Kansas.
- (b) Work performed by the City Attorney in the District Court or Federal Courts on behalf of the City prosecuting claims or defending claims involving the City's interest;
- (c) Appearances on behalf of the City before any administrative boards;
- (d) Performing services for the City in obtaining funding for major projects including the obtaining of bonds;
- (e) Performing services for the City on special or extraordinary legal matters not covered under section two, i.e. property acquisitions for major projects.
- (f) If such services performed pursuant to Section 3, Subsection (e) are less than \$2,000.00, such services must be approved by the City Administrator and Mayor. Services for more than \$2,000.00 shall require approval by the City Council.

SECTION 4: City Attorney will be reimbursed for his expenses including attendance at continuing legal education seminars. The City Attorney will supply to the City Clerk on a regular basis his expenses incurred in representing the City which will include photocopies, long distance phone calls and any other expenses directly related to representation of the City.

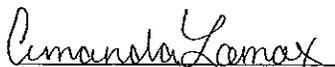
SECTION 5: This ordinance hereby repeals Ordinance 1695 and any formal actions or employment agreements enacted after Ordinance 1695 setting the City Attorney salary at any other amounts.

SECTION 6: This ordinance shall be in full force and effect after its passage and one publication in the official city newspaper.

PASSED and ADOPTED by the Governing Body and signed by the Mayor this 4th day of January, 2011.


Rebecca J. Koster, Mayor

ATTEST:


Amanda Lomax, City Clerk



ORDINANCE NO. _____

AN ORDINANCE DESIGNATING A NO PARKING ZONE ON THE NORTH SIDE OF WEST MAIN STREET BETWEEN CHESTNUT STREET AND LINCOLN AVENUE, IN THE CITY OF BELOIT, KANSAS.

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

Section 1: It is the desire of the City Council of the City of Beloit, Kansas to designate a no parking zone on the North side of West Main Street from the intersection of Main Street and Chestnut Street to the west line of Lincoln Street to reduce traffic congestion, increase safety, and allow emergency vehicles safe access. Particularly during harvest.

Section 2: The following prohibited parking shall be designated and shall be enforced as designated:

The North side of West Main Street commencing at the intersection of Main Street and Chestnut Street westerly to the west curblineline of Lincoln Avenue is hereby designated as a no parking zone and no person shall stop, stand or park a vehicle in said designated zone.

Section 3: Penalties for violation of this Ordinance shall be the same as those designated in the latest edition of the Standard Traffic Ordinance for Kansas Cities, as adopted by the City of Beloit and as hereinafter amended.

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 1st day of November 2016.

Tom Naasz, Mayor

ATTEST:

Amanda Lomax, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 17, ARTICLE 5, SOLID WASTE, OF THE CODE OF THE CITY OF BELOIT; PROVIDING FOR THE COLLECTION OF SOLID WASTE IN THE CITY OF BELOIT, KANSAS; PROVIDING RULES, REGULATIONS, AND CHARGES THEREFORE.

Be it Ordained by the Governing Body of the City of Beloit, Kansas:

Section 1. Chapter 17, Article 5, Solid Waste, of the Code of the City of Beloit, Kansas, is hereby amended and restated as follows:

17-501. DEFINITIONS. Unless the context clearly indicates otherwise, the meaning of words and terms as used in this article shall be as follows:

- (a) Commercial Waste. All refuse emanating from establishments engaged in business including, but not limited to stores, markets, office buildings, restaurants, shopping centers, theaters, hospitals, governments and nursing homes.
- (b) Dwelling Unit. Any enclosure, building or portion thereof occupied by one or more persons for and as living quarters.
- (c) Garbage. Waste resulting from the handling, processing, storage, packaging, preparation, sale, cooking and serving of meat, produce and other foods and shall include unclean containers.
- (d) Multi-Family Unit. Any structure containing more than four individual dwelling units.
- (e) Recyclable Materials. Any materials that will be used or reused, or prepared for use or reuse, as an ingredient in an industrial process to make a product or as an effective substitute for a commercial product. "Recyclables" includes, but is not limited to, paper, glass, plastic, cardboard, metal, but excludes materials rejected by recycling contractors and yard waste.
- (f) Refuse. All garbage and/or rubbish or trash.
- (g) Residential. Any structure containing four or less individual dwelling units, rooming houses having no more than four persons in addition to the family of the owner or operator, and mobile homes.
- (h) Rubbish or Trash. All non-putrescible materials such as paper, tin cans, bottles, glass, crockery, rags, ashes, lawn and tree trimmings, stumps, boxes, wood, street sweepings and mineral refuse. Rubbish and trash shall not include earth and waste from building operations or wastes from industrial processes or manufacturing operations;
- (i) Single Dwelling Unit. An enclosure, building or portion thereof occupied by one family as living quarters.
- (j) Solid Waste. All non-liquid garbage, rubbish or trash.

17-502. COLLECTION. All residential solid waste accumulated within the city shall be collected, conveyed and disposed of by city contractors specifically authorized to collect and dispose of waste under contract with the city.

The disposal of commercial waste and bulk containers shall be contracted privately. All private contractors collecting and disposing of commercial solid waste and bulk containers within the city shall be bonded and insured and shall provide annual proof of such to the city clerk.

The disposal of recyclable materials shall be contracted privately at the discretion of the property owner. All private contractors collecting and disposing of recyclable materials shall be bonded and insured and shall provide annual proof of such to the city clerk.

17-503. CONTRACTS. The city shall have the right to enter into a contract with any responsible person for collection and disposal of residential solid waste. It shall be unlawful for any

person to collect or haul over the city streets in the city any residential trash, garbage or refuse unless such person shall have a contract with the city. This section shall not apply to departments of city government, provided that nothing in this section shall be construed to prevent a person from hauling or disposing of his or her own trash accumulated at his or her residence or business, in such a manner as not to endanger the public health or safety, not to create a nuisance to the inhabitants of the city and not to litter the streets and alleys of the city.

17-504. SAME; TIME OF COLLECTION. The contractor shall collect and remove garbage and trash and other refuse from the residential district one day each week.

17-505. SAME; METHOD OF DISPOSAL. The contractor shall collect all refuse and dispose of it by a sanitary landfill method or by other approved method at a place provided by the contract and approved by the governing body and Kansas Department of Health and Environment.

17-506. DUTY OF OWNER, OCCUPANT. The owner or occupant of every dwelling unit or commercial enterprise shall provide at his or her own expense a suitable container for the storage of solid waste as provided in this article. No owner or occupant shall permit to accumulate quantities of refuse or other waste materials within or close to any structure within the city unless the same is stored in approved containers and in such a manner as not to create a health or fire hazard.

17-507. CONTAINERS. Residential containers shall have a capacity of not more than 32 gallons. They shall be of non-rusting material of substantial construction. Each container shall have a tight fitting lid and shall be leak-proof and fly-tight. All containers shall have handles of suitable construction to permit lifting. Plastic bags, manufactured for garbage and refuse disposal may be substituted for residential containers. Plastic bags, when used, shall be securely closed and enclosed so as to prevent access to animals at all times. All garbage shall be drained of all liquids before being placed in bags or containers.

17-508. BULK CONTAINERS. On premises where excessive amounts of refuse accumulate or where cans or bags are impractical, bulk containers for the storage of refuse may be used. Containers shall have a capacity and shall be equipped with appurtenances for attaching mechanical lifting devices which are compatible with the collection equipment being used. Containers shall be constructed of durable rust and corrosion resistant material which is easy to clean. All containers shall be equipped with tight fitting lids or doors to prevent entrance of insects or rodents. Doors and lids shall be constructed and maintained so they can be easily opened. Containers shall be watertight, leak-proof and weather proof construction. Disposal of bulk containers shall be at the expense of the owner or occupant of the premises.

17-509. ENTER PRIVATE PREMISES. Solid waste collectors, operating under a contract with the city, are hereby authorized to enter in and upon private property for the purpose of collecting solid waste therefrom as required by this article.

17-510. OWNERSHIP OF SOLID WASTE. Ownership of solid waste when placed in containers by the occupants or owners of premises upon which refuse accumulates, shall be vested in the city and thereafter shall be subject to the exclusive control of the city, its employees or contractors. No person shall meddle with refuse containers or in any way pilfer or scatter contents thereof in any alley or street within the city.

17-511. WRAPPING GARBAGE. All garbage shall be drained of all excess liquid, and wrapped in paper or other disposable container before being placed in solid waste containers.

17-512. HEAVY, BULKY WASTE. Heavy accumulations such as brush, tree limbs, broken concrete, sand or gravel, automobile frames, dead trees, furniture, appliances, televisions, construction waste, and other bulky, heavy materials shall be disposed of at the expense of the owner or person controlling same.

17-513. CONSTRUCTION AND DEMOLITION. Nothing in this article shall prevent any person under a permit from the city from encumbering the streets or alleys with building materials or earth as may be necessary for the construction, erection, adding to, remodeling, or repairing of any building or structure or resulting improvements. However, in the event of such encumbering of the streets or alleys, the contractor, owner, or occupant shall remove any and all materials remaining within 10 days from the completion of the work, and shall leave the said street or alley in the same condition that they were in prior to such use thereof.

Nothing else contained in this article shall be construed as prohibiting construction contractors, tree surgeons, roofers, and other private contractors, whose operations result in accumulations of refuse, from hauling and disposing of accumulations of trash and rubbish resulting from their own operations, provided they shall at all times comply with the regulations and provisions of this article.

17-514. HAZARDOUS MATERIALS. No person shall deposit in a solid waste container or otherwise offer for collection any hazardous garbage, refuse, or waste. Hazardous material shall include:

- (a) Explosive materials;
- (b) Rags or other waste soaked in volatile and flammable materials;
- (c) Chemicals;
- (d) Poisons;
- (e) Radioactive materials;
- (f) Highly combustible materials;
- (g) Soiled dressings, clothing, bedding and/or other wastes, contaminated by infection or contagious disease;
- (h) Any other materials which may present a special hazard to collection or disposal personnel, equipment, or to the public.

17-515. PROHIBITED PRACTICES. It shall be unlawful for any person to:

- (a) Deposit solid waste in any container other than that owned or leased by him or under his control without written consent of the owner and/or with the intent of avoiding payment of the refuse service charge;
- (b) Interfere in any manner with the city's contractors in the collection of solid waste;
- (c) Burn solid waste except in an approved incinerator and unless a variance has been granted and a written permit obtained from the city or the appropriate air pollution control agency;
- (d) Bury refuse at any place within the city except that lawn and garden trimmings may be composted.

17-516. OBJECTIONABLE WASTE. Manure from cow lots, stables, poultry yards, pigeon lofts and other animal or fowl pens, and waste oils from garage or filling stations shall be removed and disposed of at the expense of the person controlling the same and in a manner consistent with this article.

17-517. UNAUTHORIZED DISPOSAL. No person shall haul or cause to be hauled any garbage, refuse or other waste material of any kind to any place, site or area within or without the

limits of the city unless such site is a sanitary landfill, transfer point or disposal facility approved by the Kansas State Department of Health and Environment.

17-518. UNUSUAL SITUATIONS. In situations which are not contemplated or considered by the terms and conditions of this article, the governing body, or its designee, shall have the power and the authority to grant special rights and privileges on a temporary basis for the collection, hauling, and disposal of trash and garbage where such special privileges are required in order to maintain the health and sanitation of the city and its inhabitants or such right and privilege is required to avoid the creation of a public nuisance.

17-519. ADMINISTRATION FEE AND LANDFILL FEES. The city may establish and collect an administration fee to cover costs of administration, billing, and collection of the charges. Any landfill fees assessed to the city's contractor for the disposal of the city's solid waste are the responsibility of the contractor.

17-520. FEE SCHEDULE. The fees and charges as provided in this article shall be as follows:

- (a) The trash collection fee shall be \$5.78 per month.
- (b) The county landfill disposal fee shall be \$6.90 per month.
- (c) The city administration fee shall be 10%, or \$1.27 per month.
- (d) The total of the foregoing rates, \$13.65, shall be included on each monthly bill and assessed against each property at all times when such property is billed for water and sewer usage by the city, except for commercial properties which privately contract for disposal by bulk container. These charges shall take effect January 1, 2017 and continue thereafter until changed by city ordinance.

17-521. BILLING. Solid waste bills shall be rendered monthly as provided in Article 1 of this chapter and shall be collected as a combined utility bill.

Section 2. This ordinance shall take effect and be in force from and after its passage and publication in the official city newspaper.

Passed by the Governing Body of the City of Beloit, Kansas, this 1st day of November, 2016.

Tom Naasz, Mayor

ATTEST: _____
Amanda Lomax, City Clerk

(SEAL)

FARMING LEASE AGREEMENT

THIS LEASE AGREEMENT MADE THIS ____ day of November, 2016, between the CITY OF BELOIT, KANSAS, hereinafter called "Lessor", and Lucas Murrow and Phillip Murrow hereinafter called the "Lessees."

WITNESSETH: In consideration of the mutual agreements herein contained, Lessor hereby leases to Lessees, those certain tracts and areas located on the real estate, consisting of 128 acres, described as follows, to wit:

All the following described Real Estate in Mitchell County, Kansas:

A tract of land in the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 16, Township 7 South, Range 7 West, commencing at the NE corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 16, thence South 91 degrees East 932 feet to the center of Solomon River; thence up said stream along its center to a point on North line of aforesaid tract of land where the said Solomon River crosses said line; thence 81 degrees East along North line of said tract 432 feet to beginning and being all that portion of SE $\frac{1}{4}$ NW $\frac{1}{4}$ Section 16 East of the Solomon River, containing 9.25 acres, more or less.

AND

Commencing at the SE corner of NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 16, Township 7 South, Range 7 West, thence North 20 rods; thence West to Solomon River; thence South with said river to South line of NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 16, Township 7 South, Range 7 West; thence East to place of beginning.

AND

The Northeast Quarter of Section 16, Township 7 South, Range 7 West of the 6th P.M. except tract conveyed by Albert Otter by deed recorded Vol. 42, Page 101 and tract conveyed to City of Beloit by deed recorded Vol. 69, Misc. Deed Record, Pages 504-505, and also subject to Right-of-Way for Sewer, recorded in Vol. 69, Misc. Deed Record pages 257-258-259, in the office of the Register of Deeds of Mitchell County, Kansas. LESS a tract commencing at the Northeast corner of Section 16, Township 7 South, Range 7 West of the 6th P.M.; Thence West along the North line of said Section 16 on an assumed bearing of N-90-00-W 564.75 feet to the place of beginning; thence Southerly on a bearing of S-0-30-E 342.00 feet; thence Westerly on a bearing of N-90-00-00W 476.38 feet; thence Northerly on a bearing of N-0-30-W 342.00 feet to the said North line; thence Easterly along said

North line 476.38 feet to the place of beginning. And EXCEPT: A tract described as beginning 106 feet east of the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 16, Township 7 South, Range 7 West; thence easterly along the north line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ to a point 1041.13 feet west of the northeast corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$; thence south at a deflection angle to the right of 89-30', 190.00 feet; thence westerly parallel with the said north line to a point 106 feet east of the west line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$; thence northerly parallel to the said west line 190.00 feet to the point of beginning. And EXCEPT: A tract of land lying in the Northwest corner of the NE $\frac{1}{4}$ of Section 16, Township 7 South, Range 7 West of the 6th P.M. and west of the center of the Solomon River, all being more particularly described as follows: Commencing at the Northwest corner of the NE $\frac{1}{4}$ of Section 16, Township 7 South, Range 7 West of the 6th P.M.; thence East on the quarter-section line to the center of the Solomon River; thence southerly along the center of said Solomon River to a point of intersection with the west line of said NE $\frac{1}{4}$ of Section 16; thence due north along the quarter-section line to the point of commencement, all lying West of the Solomon River. And EXCEPT: A tract of land in the Northeast Quarter (NE/4) of Section Sixteen (16), Township Seven (7) South, Range Seven (7) West of the 6th P.M., more particularly described as follows: Commencing at the Northwest Corner of the Northeast Quarter of the Northeast Quarter (NE/4 NE/4) of said Section Sixteen (16); thence westerly along the North Line of said Section Sixteen (16), 30.00 feet to the point of beginning; thence continuing westerly along the said North Line 85.00 feet; thence southerly parallel with the West Line of the Northeast Quarter of the Northeast Quarter (NE/4 NE/4) of said Section Sixteen (16), 215.00 feet; thence easterly parallel with said North Line of Section Sixteen (16), 221.00 feet; thence northerly parallel with said West Line, 25.00 feet; thence westerly parallel with said North Line 136.00 feet; thence northerly parallel with said West Line 190.00 feet, to the Point of Beginning, containing 0.5 acres, more or less.

EXCEPT 5 acres to be used by the Lessor for the disposal of waste material from the sewer plant. Said 5 acres shall rotate from year to year and the Lessor shall maintain a map of the property to ensure that the 5 acre area is properly rotated from year to year.

AND EXCEPT 1.2 acres to be set aside for the repair and establishment of an appropriate waterway through the property. Lessor shall be responsible for the repair and establishment of this waterway.

all subject to and in accordance with the following mutual covenants and agreement, to-wit:

1. Term. The term of the lease shall be for three (3) crop years. Lessees shall be

entitled to possession of the wheat crop ground following the 2016 wheat harvest. Lessees shall be entitled to possession of the spring crop ground following the harvest of the 2016 milo and soybean crops respectfully. Lessees shall not plant or prepare ground for planting any crops following the harvest of the 2019 wheat crop nor following the harvest of the 2019 spring crop. Lessees' tenancy to the 2019 wheat and spring crops ground terminates following the harvest of each respective crop. Weather permitting, Lessees shall timely harvest the 2019 wheat crop and spring crops in order for Lessor to rebid the rental of the farm ground in a timely manner for the year 2020, time being of the essence to accomplish this purpose. However, said term is subject to the cancellation provisions hereinafter contained.

2. Rental. In consideration of leasing the aforesaid certain tracts and areas located on the above described real estate, Lessees agree to pay Lessor \$201.53 cash rent per acre annually (total: \$25,795.84 per year) which shall be paid one-half on or before July 1, 2017, and one-half on or before December 31, 2017 and one-half each July 1 and December 31 thereafter through the 2019 crop year.

3. Ingress and Egress. The location of Lessees' ingress and egress to said real estate shall be as designated by Lessor, its agent or employees.

4. Compliance with Final Rules and Regulations of Environment Protection Administration and Rules and Regulations Adopted by The Kansas Department of Health and Environment. Lessees shall make no use of the land or conduct any activity thereon which may be in violation of any of the rules and regulations of the Environmental Protection Administration, hereafter referred to as EPA, and rules and regulations adopted by the Kansas Department of Health and Environment, hereinafter referred to as KDHE, and for that purpose shall consult with Lessor, its agents or employees, to secure approval for the type of crops to be planted.

5. Government Programs. Lessees shall farm and plant crops on the leased premises in order to comply with all current programs of the United States Department of Agriculture as monitored by the local Farm Services Agency, and to protect and preserve the grain allotments on the leased farmland during the term of the lease. Lessees shall be entitled to all U.S. government program payouts for all crops during the term of this lease.

6. Farming Practices. Lessees shall perform the necessary work of completing the preparation of the soil, planting of crops and harvesting the same, utilizing good and acceptable farm practices and methods, and shall not commit waste upon the lands.

7. Lessor's Right to Enter. The Lessor, its agents or employees, shall have the right at any and all times to enter upon the premises, to inspect the crops, make surveys, test borings, and to do other work in connection with the maintenance and operation of the city's disposal of waste from its water pollution control facility adjacent to the leased premises. Lessor reserves the right to take such action as it deems advisable to comply with rules and regulation of the EPA and rules and regulations adopted by the KDHE relating to its use or disposal of sewage sludge which may include the cessation or complete termination of the Lessees' agricultural operation including the destruction of Lessees' crops to comply with any rules and regulations required in the disposal of the city's sewage sludge. In such event, Lessees shall be reimbursed for any loss of crop by Lessor pursuant and in accordance with the terms of reimbursement set forth in paragraph 15.

8. Water Rights / Irrigation. Water rights are vested in the in the amount of 243 acre-ft. under file number 11188-00 and are in full force and affect. Lessees agree to pay all fees and costs associated with irrigation.

9. Additional Provisions. Lessees shall not use the property for the grazing of cattle. All trimming or removal of trees shall be done exclusively by the Lessor.

10. Assignment. Lessees shall not assign this agreement or any of his rights herein, or any of his rights to the growing crop or crops, nor shall he grant, give or permit any hunting rights or other privileges, without first obtaining the written consent of the Lessor.

11. Injuries or Damages. Lessor shall not be liable for injuries or damages to the Lessees, his employees, agents, guests, members of Lessees' family, or visitors, in or upon the premises covered by this agreement.

12. Termination. Upon the expiration of the term hereof, or its earlier termination as herein provided, Lessees agree to remove any machinery or other personal property which he may have placed upon the premises, and in the event he shall fail to so remove such machinery or personal property, Lessor may remove the same without liability or charge therefore.

13. Erosion. Lessees agree to take whatever precautions may be necessary, such as plowing, listing, springtoothing, or any other means deemed expedient to prevent wind erosion of the soil.

14. Notices and Communications. Any notice, communications, demand or instruction required or permitted hereunder shall be deemed sufficiently given if in writing and delivered personally or mailed by certified mail, postage prepaid, return receipt requested, in an envelope addressed to the parties as follows:

Lessor: City of Beloit
P.O. Box 567
Beloit, KS 67420

Lessees: Lucas Murrow and Phillip Murrow
1370 K Road
Tipton, KS 67485

All notices shall be deemed received on the earlier of (i) actual date of personal delivery, or (ii) actual receipt of United States Postal Service certified mail return receipt. Any address to

which notices are set hereunder may be changed by written notice to the parties hereto in the matter hereinabove provided.

15. Cancellation of Lease to Comply With EPA and KDHE Rules and Regulations. It is understood and agreed by the parties that if at any time the premises described herein are needed to comply with EPA or KDHE rules and regulations purposes, the Lessor may cancel this agreement or reduce the amount of acreage hereinbefore set out by giving ten (10) day notice, in writing, to the Lessees by certified mail addressed to the Lessees at the address shown above setting out Lessor's intention to cancel or to reduce the amount of acreage and the Lessor may then take possession of the recaptured land without penalty except that Lessor agrees to reimburse Lessees in the following manner:

A. In the event said notice is given at a time when a growing crop has matured to the point that over fifty (50) percent of the crop has headed, Lessor shall pay Lessees an amount equal to the value of the expected crop, based upon an estimated yield and the then current market price, less harvesting expense, or in the event only a portion of a crop is taken, the value thereof shall be determined upon the yield and market value when the balance of the crop is harvested without any adjustment for cash rent due Lessor in such year.

B. In the event such cancellation notices given prior to the heading out of the crop as above provided, Lessor shall reimburse Lessees expense incurred by Lessees in preparing the land for farming purposes, based upon the work actually done and of the average value as determined by publications of the State Extension Services. No consideration in this event shall be given to the possible yield or market value of the crop when harvested. In such event, no cash rent shall be charged for acres taken, and if cash rent has been paid in said year, Lessees shall be reimbursed for cash rent on acres taken for such year.

C. In the event any dispute shall arise between the parties concerning the amount to be paid by Lessor under either A or B above, or as to the heading of the crop under A above, each of the parties shall select an arbitrator and the two so selected shall select a third, and the three arbitrators shall then view the land and determine the amount to be paid under A or B above, as the case may be, and report their findings to the Lessor and the Lessees within ten (10) days after their appointment.

The decision of the arbitrators shall be final and binding upon the parties hereto, their heirs, administrators, the executors, devisees, successors and assigns. Compensation to arbitrators, if any, shall be paid equally by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

Lessor:

CITY OF BELOIT, KANSAS

Tom Naasz, Mayor

ATTEST:

Amanda Lomax, City Clerk

Lessees:

Lucas Murrow

Phillip Murrow

