



119 North Hersey Avenue  
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www.beloitks.org

## CITY COUNCIL AGENDA

Tuesday, October 4, 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

### 5. PUBLIC HEARING

- A. None

### 6. CONSENT AGENDA

- A. 9/20/2016 City Council Meeting Minutes
- B. Appropriations 10A
- C. Fire Department Hire – Doug DeVore
- D. Fire Department Hire – Gayle Overmiller

### 7. ORDINANCES

- A. None

### 8. RESOLUTIONS

- A. Resolution 2016-14 Skid Loader Lease

### 9. FORMAL ACTIONS

- A. CDBG Budget Amendment
- B. K-9 Dog
- C. LED Lights

### 10. CLOSED SESSION

- A. Non-Elected Personnel

### 11. ADJOURNMENT

## ***WORK SESSION AGENDA***

### 1. CORRESPONDENCE AND STAFF REPORTS

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

### 2. DISCUSSION ITEMS

- A. Trash Collection Opt Out

### 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  
September 20, 2016

The Beloit City Council met in regular session on September 20, 2016 in the Council Chambers. Mayor Tom Naasz called the meeting to order at 7:00 p.m. Council Members in attendance were Raymond Pontow, Kent Miller, Lee McMillan, Tony Gengler, Matt Otte, Lloyd Littrell, and Andrew Grabon. Also present were, City Attorney Katie Schroeder, City Administrator Jason Rabe, and City Clerk Amanda Lomax.

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

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

Councilor McMillan thanked the city for putting up children at play signs up in his neighborhood.

2015 Financial Audit: Jay Langley with Clubine and Rettle present the city's 2015 Financial Audit.

The Consent Agenda consisted of September 20, 2016 Council Meeting Minutes, and appropriations 9B. A motion was made by Councilor Otte and seconded by Councilor Pontow to approve the Consent Agenda in its entirety. Roll call vote yeas: McMillan, Gengler, Miller, Otte, Grabon, Littrell, and Pontow. Nays: None.

Staff is recommending that Council approve the East Main Construction bid from Pavers Inc. in the amount of \$1,440,339.87. A motion was made by Councilor Grabon and seconded by Councilor Miller to approve the East Main Construction bid from Pavers Inc. in the amount of \$1,440,339.87. Motion carried 7-0. Nays: None.

Staff is recommending that Council approve the Trash Collection bid from Hiserote Trash Service for the amount of \$12.68 per residential unit starting January 1, 2017. A motion was made by Councilor Miller and seconded by Councilor Grabon to approve the Trash Collection bid from Hiserote Trash Service for the amount of \$12.68 per residential unit starting January 1, 2017. Motion carried 7-0. Nays: None.

A motion was made by Councilor Grabon and seconded by Councilor Pontow to Formally Terminate the Agreement with Mitchell County for Solid Waste Collection. Motion carried 7-0. Nays: None.

Staff is recommending that Council approve the Tree Trimming Quote from Paul's Tree Care in the amount of \$35,000.00. The tree trimming is for preventative maintenance of the electric primary lines. A motion was made by Councilor Otte and seconded by Councilor Pontow to approve the Tree Trimming Quote from Paul's Tree Care in the amount of \$35,000.00. Motion carried 7-0. Nays: None.

Staff is recommending that Council approve the purchase of the 2016 Dodge Charger SXT in the amount of \$28,000.00 along with cost of equipping the vehicle at an estimated \$10,000.00. A motion was made by Councilor Grabon and seconded by Councilor Pontow to table the purchase of the 2016 Dodge Charger SXT. Motion carried 7-0. Nays: None.

A motion was made by Councilor Pontow and seconded by Councilor Miller to adjourn the meeting. Motion carried 7-0. The meeting ended at 7:57 p.m.

Work Session started 7:57 p.m. Council Members in attendance were Councilors Littrell, Otte, Miller, McMillan, Pontow, Gengler, and Grabon. Also present were City Attorney Katie Schroeder, City Administrator Jason Rabe, and City Clerk Amanda Lomax

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

City Administrator Jason Rabe reported on the following: 1. John Brummer with Trekk Design said he is waiting on a pilot test permit for the water study from KDHE. And they are still waiting approval from KDHE to change where the water plant can adjust the chlorine to treat the water for TMC. 2. Jason talked to Vicky Mears about the Little Red School House repairs and funding options. 3. Still trying to fill the Code Enforcement position before Chris Jones retires the end of October. 5. Transportation Department is in the process of doing 40 blocks of chip and seal. 6. 10<sup>th</sup> Street is almost completed.

Community Development Director Heather Hartman reported on the following: 1. The Community Development website is almost complete. Solomon Valley Economic Development intends to pay for the web-site. 2. SVED and Heather would like to change her job title to Solomon Valley Community Development Director.

Work Session Ended: 8:19 p.m.

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TOM NAASZ, Mayor

ATTEST:

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AMANDA LOMAX, City Clerk



# 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>
6	<b>ABRAM READY-MIX, INC</b>									
67708		10/6/2016	10/6/2016	1,697.00						Posted
		41-00-8415				24732-7 YDS FLOWABLE			384.58 ✓	0.00
		41-00-8415				24731-1 YD PAVEMENT			103.74 ✓	0.00
		41-00-8415				24731-22 YDS FLOWABLE			1,208.68 ✓	0.00
									<u>1,697.00 ✓</u>	0.00
67751		10/6/2016	10/6/2016	13,079.50				CLARK696		Posted
		30-00-6150				24730-20 YDS FLOWABLE			1,118.80 ✓	0.00
		30-00-6150				24730-2 YDS PAVEMENT			207.48 ✓	0.00
		41-00-8415				24730-2 YDS 6-27			225.48 ✓	0.00
		41-00-8415				24730-21 YDS FLOWABLE			1,153.74 ✓	0.00
		30-00-6150				24783-100 YDS PAVEMENT			10,374.00 ✓	0.00
									<u>13,079.50 ✓</u>	0.00
1060	<b>ACCURATE LABS</b>									
67709		10/6/2016	10/6/2016	84.69	SU24814				84.69 ✓	Posted 0.00
		51-41-6170				PIPET TIPS				
67715		10/6/2016	10/6/2016	613.23	SU24858				613.23 ✓	Posted 0.00
		51-41-6170				DESICANT POUCHE				
2498	<b>ACTION T'S</b>									
67716		10/6/2016	10/6/2016	185.00	189999			26415		Posted
		10-11-2911				UNIFORMS			65.00 ✓	0.00
		10-15-2911				UNIFORMS			120.00 ✓	0.00
									<u>185.00 ✓</u>	0.00
2373	<b>ALFRED BENESCH &amp; COMPANY</b>									
67710		10/6/2016	10/6/2016	9,964.89	97538			25483		Posted
		30-00-3000				PROFESSIONAL SERV 8/8/16-9/4/16			9,964.89 ✓	0.00
813	<b>AMERIPRIDE SERVICES INC.</b>									
67752		10/6/2016	10/6/2016	83.50	2300713246			CLARK697		Posted
		25-00-3000				SHOP TOWELS-RUGS			83.50 ✓	0.00
63	<b>BELL MEMORIALS LLC</b>									
67776		10/6/2016	10/6/2016	41.86	10831			24608		Posted
		10-13-7420				VINYL LETTERING			41.86 ✓	0.00
64	<b>BELOIT AUTO AND TRUCK PLAZA</b>									
67777		10/6/2016	10/6/2016	64.88	126153					Posted
		51-43-4310				TRUCK GEAR SHIFT REPAIR PARTS			64.88 ✓	0.00
74	<b>BELOIT MEDICAL CENTER, PA</b>									
67711		10/6/2016	10/6/2016	248.00	8930			26409		Posted
		10-15-3000				PRE-EMPLOYMENT PHYSICAL			98.00 ✓	0.00
		53-43-3000				PRE-EMPLOYMENT PHYSICAL			150.00 ✓	0.00
									<u>248.00 ✓</u>	0.00
67778		10/6/2016	10/6/2016	309.00				26422		Posted
		10-14-3000				BLAKE MILLER-LAB WORK			309.00 ✓	0.00
2735	<b>BEVERAGE CARBONATION SERVICE</b>									
67717		10/6/2016	10/6/2016	1,067.68						Posted
		51-41-6170				P16248-CO2			376.26 ✓	0.00
		51-41-6170				G20443-CO2			389.26 ✓	0.00
		51-41-6170				M19330-CO2			302.16 ✓	0.00
									<u>1,067.68 ✓</u>	0.00
102	<b>BROWN'S ELECTRONICS, INC</b>									
67759		10/6/2016	10/6/2016	189.99	59214			25643		Posted
		53-41-5310				CELL PHONE			189.99 ✓	0.00
3030	<b>BRUMMER'S SUPPLY CO.</b>									
67774		10/6/2016	10/6/2016	65.95	266451			25639		Posted
		53-41-6270				UNLEADED FUEL NOZZLE			65.95 ✓	0.00
116	<b>CALHOON'S AUTOMOTIVE</b>									
67718		10/6/2016	10/6/2016	600.00	039924					Posted
		51-41-7490				TRUCK BED LINER			600.00 ✓	0.00
2992	<b>CENTRAL OFFICE SERVICE AND SUPPLY</b>									
67760		10/6/2016	10/6/2016	22.98	216161-0			25629		Posted
		53-43-6110				POST-IT DISPENSERS			22.98 ✓	0.00



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City of Beloit

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	<u>Account#</u>		<u>Work Order</u>		<u>Description</u>				<u>Debit</u>	<u>Credit</u>
<b>409 LIGHT &amp; WATER UTILITIES (continued)</b>										
67724	10/6/2016	10/6/2016		27,415.76				26412		Posted
	10-11-6220				ADMIN				1,587.60✓	0.00
	10-11-6220				ADMIN SHARE				6.82✓	0.00
	10-13-6220				PD SHARE				6.81✓	0.00
	51-41-6220				WATER SHARE				6.81✓	0.00
	10-14-6220				FIRE DEPT				337.96✓	0.00
	10-15-6220				TRANSPORTATION				430.13✓	0.00
	10-18-6220				PARKS & REC				3,352.16✓	0.00
	10-20-6220				CEMETERY				80.59✓	0.00
	10-22-6220				AIRPORT				348.24✓	0.00
	51-41-6220				WATER PLANT				4,869.87✓	0.00
	52-41-6220				SEWER PLANT				7,648.52✓	0.00
	53-41-6220				POWER PLANT				283.34✓	0.00
	51-43-6220				WATER SYSTEMS				216.92✓	0.00
	52-43-6220				SEWER SYSTEMS				216.92✓	0.00
	53-43-6220				SYSTEMS OP SHARE				216.91✓	0.00
	51-43-6220				SYSTEMS OP SHARE				32.50✓	0.00
	52-43-6220				SYSTEMS OP SHARE				32.50✓	0.00
	53-43-6220				SYSTEMS OP SHARE				32.50✓	0.00
	10-13-6220				PD SHARE				32.49✓	0.00
	53-43-6220				ELECTRIC SYSTEMS				60.46✓	0.00
	10-19-6220				NORTH CAMPUS				6,363.45✓	0.00
	10-21-6220				POOL				1,232.20✓	0.00
	10-13-6220				PD				20.06✓	0.00
									27,415.76✓	0.00
<b>424 MCHENRY ELECTRIC &amp; SUPPLY</b>										
67754	10/6/2016	10/6/2016		249.99	017206			CLARK699		Posted
	10-15-7450				STIHL BLOWER				249.99✓	0.00
67766	10/6/2016	10/6/2016		204.95				25628		Posted
	53-43-4330				017194-CHARPEN CHAINS, CHAINS				117.61✓	0.00
	53-43-4330				017152-CHAIN SAW REPAIRS				87.34✓	0.00
									204.95✓	0.00
<b>2726 MID-AMERICAN RESEARCH CHEMICAL</b>										
67725	10/6/2016	10/6/2016		102.76	0589587-IN			26410		Posted
	10-11-6000				DISINFECTANT FOR OFFICE				102.76✓	0.00
67727	10/6/2016	10/6/2016		177.08	0589198-IN					Posted
	52-41-6160				GREASE & HAND CLEANER				177.08✓	0.00
<b>470 MITCHELL COUNTY SOLID WASTE</b>										
67728	10/6/2016	10/6/2016		8.00	003942					Posted
	52-41-3000				DISPOSAL OF SCREENINGS				8.00✓	0.00
67729	10/6/2016	10/6/2016		5.00	007688			CLARK694		Posted
	10-15-6000				LUMBER DISPOSAL				5.00✓	0.00
67758	10/6/2016	10/6/2016		29.40	007724			25538		Posted
	10-18-4300				POST DISPOSAL (ROADSIDE PARK)				29.40✓	0.00
67767	10/6/2016	10/6/2016		5.00	007765			25627		Posted
	53-43-3000				PVC PIPE				5.00✓	0.00
<b>342 MUNICIPAL SUPPLY INC. OF NEBRASKA</b>										
67730	10/6/2016	10/6/2016		459.70	0635450-IN					Posted
	41-00-8415				6 X 3/4 SADDLES				459.70✓	0.00
<b>2301 NEX-TECH WIRELESS</b>										
67731	10/6/2016	10/6/2016		169.48	4728662			24596		Posted
	10-13-5310				PD PHONES				169.48✓	0.00
67747	10/6/2016	10/6/2016		95.52	4749488			26401		Posted
	25-00-7450				STREET DEPT. -PHONE BILL				95.52✓	0.00
<b>2832 NEX-TECH, INC.</b>										
67732	10/6/2016	10/6/2016		442.92	MA-19996					Posted
	51-41-6110				PRINTER & INK				442.92✓	0.00
67733	10/6/2016	10/6/2016		103.80	MLKH-20022					Posted
	52-41-6110				INK CARTRIDGES				103.80✓	0.00

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City of Beloit

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	<u>Account#</u>			<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
<b>2946 PACE ANALYTICAL SERVICES, INC. (continued)</b>										
67734	10/6/2016	10/6/2016	300.00	168558					300.00 ✓	Posted 0.00
	51-41-3000					ANALYSES FOR THMs				
<b>1263 PRAIRE FIRE COFFEE ROASTERS</b>										
67735	10/6/2016	10/6/2016	62.38	6313264004					62.38 ✓	Posted 0.00
	51-41-6110					CAPPUCCINO				
67768	10/6/2016	10/6/2016	43.29	879255	25638				43.29 ✓	Posted 0.00
	53-41-3000					COFFEE				
<b>1118 PROTECTIVE EQUIPMENT TESTING LABORATORY</b>										
67769	10/6/2016	10/6/2016	898.63	54787	25636				898.63 ✓	Posted 0.00
	53-43-7440					SAFETY HARNESS, LANYARD				
<b>2425 PROTOCOL, LLC</b>										
67779	10/6/2016	10/6/2016	364.00		24604				364.00 ✓	Posted 0.00
	10-13-5310					OCT. 2016 SERVICE				
<b>3020 JASON RABE</b>										
67736	10/6/2016	10/6/2016	747.00		26411				747.00 ✓	Posted 0.00
	10-11-5800					RENT REIMBURSEMENT 60 DAYS @ 12.				
<b>2979 RAY'S APPLE MARKET</b>										
67737	10/6/2016	10/6/2016	22.44	7724	25481				22.44 ✓	Posted 0.00
	10-11-6000					SUPPLIES				
67738	10/6/2016	10/6/2016	45.78	1131	25299				45.78 ✓	Posted 0.00
	10-17-6800					ITEMS FOR CHEX MIX CLASS				
67740	10/6/2016	10/6/2016	416.64	462	24981				208.32 ✓	Posted 0.00
	53-41-6000					WATER			75.00 ✓	0.00
	53-43-6000					WATER			66.66 ✓	0.00
	52-43-6000					WATER			66.66 ✓	0.00
	51-43-6000					WATER			416.64 ✓	0.00
67741	10/6/2016	10/6/2016	65.94	7128	26419				65.94 ✓	Posted 0.00
	10-11-6000					WATER/COFFEE/SUPPLIES				
67742	10/6/2016	10/6/2016	36.71	2607	CLARK695				36.71 ✓	Posted 0.00
	10-15-6000					SUPPLIES				
<b>321 RICOH USA, INC</b>										
67744	10/6/2016	10/6/2016	310.88	97556491	26416				310.88 ✓	Posted 0.00
	10-11-3360					RICOH RENTAL-OCTOBER				
<b>726 S D MYERS INC</b>										
67770	10/6/2016	10/6/2016	1,913.00	758116	25645				1,913.00 ✓	Posted 0.00
	53-41-3000					SAMPLE TESTING				
<b>488 SCHWAB EATON BELOIT</b>										
67745	10/6/2016	10/6/2016	2,468.00	BELOIT	26413				2,468.00 ✓	Posted 0.00
	30-00-3000					PROFESSIONAL SERV., STURGIS, N. C/				
67780	10/6/2016	10/6/2016	103,800.00	14.165A-1	26423				103,800.00 ✓	Posted 0.00
	41-00-8415					EAST MAIN STREET RENOVATION				
<b>603 SEWELL'S MACHINE SHOP</b>										
67771	10/6/2016	10/6/2016	46.00	014253	25646				46.00 ✓	Posted 0.00
	53-41-4330					STEEL				
<b>710 SMITH AND LOVELESS</b>										
67746	10/6/2016	10/6/2016	330.14	113157					330.14 ✓	Posted 0.00
	52-43-7490					SEAL, SHAFT, QUAD RING				
<b>639 RON SPORLEDER</b>										
67772	10/6/2016	10/6/2016	150.00		25626				150.00 ✓	Posted 0.00
	53-43-2911					BOOT REIMBURSEMENT				
<b>846 STAN'S PETROLEUM EQUIPMENT INC</b>										
67755	10/6/2016	10/6/2016	989.32	11703	CLARK700				989.32 ✓	Posted 0.00
	10-22-7200					BENNETT METER, FREIGHT, LABOR				
<b>643 STANION WHSE ELECTRIC COMPANY</b>										

# Accounts Payable Detail Listing

City of Beloit

**Vend# Vendor Name**

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<u>Account#</u>	<u>Work Order</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>				
<b>643 STANION WHSE ELECTRIC COMPANY (continued)</b>								
67773	10/6/2016	10/6/2016	1,884.18			25649		Posted
53-43-6000				4157641-01-FUSE			90.37 ✓	0.00
53-43-6000				4166068-00-TAPE, WEDGE CLAMP			1,037.84 ✓	0.00
53-43-6000				4170392-00-ARRESTOR			339.07 ✓	0.00
53-43-4390				4165654-00-LIGHTS			416.90 ✓	0.00
							1,884.18 ✓	0.00
<b>2067 VERIZON WIRELESS SERVICES, LLC</b>								
67748	10/6/2016	10/6/2016	160.92	9772116756		26403		Posted
10-11-5310				ADMIN			96.46 ✓	0.00
10-20-5310				CEMETERY			64.46 ✓	0.00
							160.92 ✓	0.00
67749	10/6/2016	10/6/2016	87.61	9772153933		26404		Posted
53-41-5310				POWER PLANT STAND-BY PHONE			87.61 ✓	0.00
67750	10/6/2016	10/6/2016	213.93	9772146353		26405		Posted
10-11-5310				ADMIN			59.15 ✓	0.00
53-43-5310				SYSTEMS			48.29 ✓	0.00
52-43-5310				SYSTEMS			38.06 ✓	0.00
51-43-5310				SYSTEMS			38.06 ✓	0.00
51-41-5310				SYSTEMS			30.37 ✓	0.00
							213.93 ✓	0.00
67781	10/6/2016	10/6/2016	53.73	3460555756		24609		Posted
10-13-5310				PD PHONES			53.73 ✓	0.00

225,345.33 71 Non-voided payables listed.

Report Setup  
 AP - Accounts Payable Listing : Vendor Name  
 Filter Options  
 Starting: 10/6/2016  
 Ending: 10/6/2016  
 Banks: All  
 Payable Status: Posted, Printed, ACH, Recorded, Voided  
 All Vendors Selected



**Beloit Fire Department**  
**PO Box 567**  
**Beloit, KS 67420**  
**(Since 1886)**

September 29, 2016

Beloit City Council  
Mayor Tom Naasz  
City Administrator Jason Rabe

Gentlemen:

The Beloit Fire Department requests your approval to add Gayle Overmiller to the Beloit Fire Dept.

Respectfully,



Blake Miller, Fire Chief



**Beloit Fire Department**

**PO Box 567**

**Beloit, KS 67420**

**(Since 1886)**

September 29, 2016

Beloit City Council  
Mayor Tom Naasz  
City Administrator Jason Rabe

Gentlemen:

The Beloit Fire Department requests your approval to add Doug DeVore to the Beloit Fire Dept.

Respectfully,



Blake Miller, Fire Chief



## REQUEST FOR COUNCIL ACTION

**DATE:**

October 4, 2016

**TITLE:**

RESOLUTION 2016-14 BOBCAT LEASE

**ORIGINATING DEPARTMENT:**

Power Plant

**TYPE OF ACTION:**

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

**RECOMMENDATION:**

I recommend that the council approve Resolution 2016-14 for a 2015 Bobcat Skid-Steer Loader lease agreement with BSB Leasing, Inc.

**FISCAL NOTE:**

- The direct cost associated with approval of this item is \$1,450.00 per year.

**DISCUSSION:**

The city entered into a year-to-year lease agreement with BSB Leasing, Inc August 6, 2013. This resolution renews the lease agreement for this year and Bobcat of Salina replaced the 2014 skid steer for a 2015 skid steer last summer. BSB Leasing requires a resolution to be passed each year in support of the lease agreement.

Respectfully submitted,

Jason Rabe,  
City Administrator



**RESOLUTION 2016-14**

**WHEREAS**, the City of Beloit, Kansas, hereinafter referred to as “City”, is entering into a Lease Agreement with BSB Leasing, Inc, hereinafter referred to as “Lessor”; and

**WHEREAS**, the City has carefully reviewed it’s financing requirements for the current calendar year;

**NOW, THEREFORE, BE IT RESOLVED, THAT THE** City be, and hereby is authorized to enter into said Lease Agreement with the Lessor for a period of one (1) year, and be it further

**RESOLVED**, that the City Administrator of the City be, and hereby is, authorized, empowered and directed to sign on its behalf of the above described Lease Agreement and any addenda, schedules, notes, UCC financing statements or other instruments issued under provision of the Lease and any other instrument or document which may be necessary or expedient in connection with agreement upon fulfillment of the provisions of the lease.

**RESOLVED**, that on 4th day of October, 2016 at a meeting of the Beloit City Council the above referenced Lease Agreement was approved per the attached copy of the Council minutes.

**RESOLVED**, that pursuant to Section 265(b) (3) of the Internal Revenue Code of 1986, as amended, the Lease is and hereby is designated a “qualified tax-exempt obligation”.

This Resolution dated this 4th day of October, 2016.

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk



## LEASE AGREEMENT

This Agreement made and entered into the 4th day of October, 2016 by and between **BSB Capital, INC**, of Bennington, Kansas, hereinafter referred to as "Lessor" and **City of Beloit**, of Beloit, Kansas, hereinafter referred to as "Lessee".

WITNESSETH, that for and in consideration of payment of the lease price and the other covenants hereinafter set forth, the parties hereto do hereby agree as follows:

1. **LEASE OF EQUIPMENT:** Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the following described equipment, hereinafter referred to as the "Equipment":

**2015 BOBCAT S590 T4 Skid-Steer Loader,  
SERIAL NUMBER AR9R14432**

**With additional options;**

- **A51 OPTION PACKAGE**
- **Two Speed , Cold weather package**
- **Selectable Joystick Controls**
- **68" Heavy Duty Bucket**

2. **LEASE PAYMENTS:** The total amount payable by Lessee to Lessor for the equipment is determined as follows:

**Total lease price is \$31,972 together with interest on the unpaid principal balance thereof at the rate of 4.55% per annum for a term of one year from the date of this Lease Agreement. Lease payment of \$1,450.00 to be paid at execution of this Agreement. Remaining balance of principal plus accrued interest will be due and payable on or before the maturity date of July 17th, 2017.**

- (a) Lessee shall have the right to prepay all or any parts of the unpaid balance of the Lease Price at any time and from time to time without penalty; provided that each such prepayment shall be applied first to the payment of accrued interest then to the payment of principal, and interest on principal amounts so prepaid shall cease when paid.
3. **LIMITATION OF LESSEE'S OBLIGATION:** It is specifically agreed that the Lessee is obligated only to pay such periodic installment payments under this Agreement as may lawfully be made from:
    - (a) Funds budgeted and appropriated for such purpose during the Lessee's current budget year in effect at the date specified in Paragraph 2 hereof for such applicable installment payment or payments.
    - (b) Funds made available from any lawfully operated revenue producing source.
  4. **WRITTEN NOTICE OF INABILITY TO PAY AND SURRENDER OF EQUIPMENT:** Lessee shall promptly notify Lessor if it should become apparent at any time that properly budgeted and appropriated funds will not be available to pay any periodic installment payment specified paragraph 2 hereof. Within a reasonable time after the end of Lessee's budget year during which any such notice is given, or with a reasonable time after any periodic installment payment is due and unpaid, whichever first occurs, Lessor shall be entitled to take possession of the equipment and retain all sums previously paid by Lessee hereunder as rent for Lessee's use of the equipment and as liquidated damages. In such event, Lessee agrees to surrender possession of the equipment to Lessor in good condition and working order, ordinary wear and tear excepted.
  5. **TITLE RETAINED AS SECURITY:** Lessor shall retain title to the equipment and as security for payment of the full lease price and interest. Lessor shall have the right to possession of the equipment on the failure of the Lessee to make any periodic installment payment in the time and manner specified in paragraph 2 hereof.

6. **INSURANCE:** Until Lessee shall have paid Lessor the entire lease price and interest due hereunder, Lessee shall insure and keep the equipment insured at all times, from loss or destruction by fire, wind storm and such other perils as may be stipulated by Lessor in an amount not less than the unpaid balance of the lease price, with appropriate endorsement to insure both Lessee and Lessor as their interest shall appear. Lessee shall provide a copy of the insurance policy with the appropriate endorsement by Lessor.

7. **HOLD HARMLESS:** Lessee agrees to reimburse Lessor for any claim or damage against Lessor arising out of the ownership or use of equipment whether or not such liability is covered by insurance.

8. **LESSOR** is a 3<sup>rd</sup> party financing agent, and makes no warranty regarding the quality or condition of the equipment, and is not responsible for any defects therein.

9. **NONASSIGNABLE:** Lessee may not assign any interest in this Agreement or the equipment at any time without the prior written consent and approval of Lessor, and any attempt to assign or transfer any such interest shall constitute a breach of this Agreement where upon Lessor shall have the same rights and remedies as if Lessee had failed to pay a periodic installment payment when due hereunder.

10. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. To the extent that any provision of this Agreement is in conflict with applicable law, such provisions shall be deemed to be modified to comply with such law; provided that any such modification or the invalidity of any provision of this Agreement shall not affect any other provision hereof.

11. **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the Lessee and Lessor and the successors and assigns of Lessor.

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

LESSEE: **CITY OF BELLOIT**

By Jason Rabe, City of Beloit, Administrator

LESSOR: **BSB Capital, INC**

By Loy James, Loan Officer

## REQUEST FOR COUNCIL ACTION

**DATE:**

October 4, 2016

**TITLE:**

Budget Amendment for The Housing Rehabilitation CDBG Grant

**ORIGINATING DEPARTMENT:**

Administration Department

**TYPE OF ACTION:**

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

**RECOMMENDATION:**

The Housing Board is recommending that council approve a Budget Amendment for the CDBG Housing Rehabilitation project.

**FISCAL NOTE:**

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

**DISCUSSION:**

The budget amendment will reallocate budget funds to actual costs.

Respectfully submitted,

Jason Rabe,  
City Administrator



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



[www.beloitks.org](http://www.beloitks.org)

October 4, 2016

LeAnn W. Thurman  
Kansas Department of Commerce  
1000 SW Jackson Street, Ste 100  
Topeka, KS 66612-1354

Re: City of Beloit #14-HR-001

Dear Ms. Thurman:

The City of Beloit is requesting a Budget Amendment on the above referenced grant. The reason for this request is to reallocate budget funds to the actual costs. At the conclusion of the project, the City will have exceeded the 13 rehab and 5 demo units per the contract by finishing 14 rehab homes and demolished 14 dilapidated structures. The City feels this project is successful and a significant step in the right direction to address existing housing needs.

Two executed copies of the Contract Amendment/Request forms are enclosed along with this letter. Please contact the City or project administrator, Carol Torkelson, if you have any questions regarding this request. Thank you for your consideration.

Sincerely,

Tom Naasz, Mayor  
City of Beloit

Enclosures



**INSTRUCTIONS: SUBMIT TO COMMERCE TWO ORIGINALLY SIGNED COPIES WITH  
COVER LETTER CONTAINING REASON(S) FOR REQUEST.**

**CONTRACT AMENDMENT/REQUEST #5**

Grantee Name: City of Beloit Grant #: 14-HR-001  
 Address, City, Zip: 119 N. Hersey Ave, Beloit, KS 67420

Date of Request: October 4, 2016  
 Contract Award Date: May 1, 2014  
 Current Completion Date: October 31, 2016

**Check as Applicable:**  
**Time Extension**   
**Budget Amendment**   
**Work Scope**

If requesting time extension, indicate amount of time needed to complete the project and give explanation below. Additional        months needed. New completion date       .

For budget change(s), enter each line item -- **regardless of whether budget item changed or not.** If approved, this new project budget will supersede any previous budget(s).

No.	Activity Item	Existing Grant Budget	Revised Grant Budget	% Change
2a	Housing Rehabilitation	267,200	260,800	-2%
2b	LSWP/Cleaning for Clearance	14,400	14,200	-1%
2c	HQS Inspections	11,400	11,400	0%
2d/2e	LBP Assessments/Clearance	17,900	17,900	0%
2f	Relocation	0	0	0%
2g/2h	Demolition/Demolition Inspections	64,100	70,700	32%
3a	Administration	25,000	25,000	0%
TOTALS			400,000	

Explanation of Request (attach additional sheets, if needed):

The request is to re-allocate budget line item amounts to actual costs. Upon completion of the project, the City will have exceeded it's contracted number of 13 rehab and 5 demo units by completing 14 rehabs and 14 demos.

The amendment shall become effective on \_\_\_\_\_, 20\_\_\_\_. All other terms and conditions of the contract or any amendments thereto, shall remain unchanged. IN WITNESS WHEREOF, the parties hereto execute this agreement.

\_\_\_\_\_  
 Authorized Signature – Chief Elected Official  
 Tom Naasz, Mayor  
 \_\_\_\_\_  
 Typed Name and Title

Kansas Department of Commerce  
 \_\_\_\_\_  
 CDBG Program

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date



## REQUEST FOR COUNCIL ACTION

**DATE:**

October 4, 2016

**TITLE:**

K-9

**ORIGINATING DEPARTMENT:**

Police Department

**TYPE OF ACTION:**

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

**RECOMMENDATION:**

I recommend that the city council approve the K-9 purchase from K9 Working Dog International LLC. in the amount of \$16,195.00

**BACKGROUND:**

Chief Elam presented a case to purchase a new K-9 animal on September 20, 2016. An animal has been located and is ready to be put into the training program.

**FINANCIAL IMPACT:**

The cost of the dog is typically \$18,695.00. However, we have secured a grant for \$2,500 making the total due \$16,195.00. Funding is available under **Motor Vehicles 10-13-7420**.

**OPTIONS:**

1. Approve the purchase
2. Reject the request

**DISCUSSION:**

Respectfully submitted,

Jason Rabe,  
City Administrator





322 Weda Street, P.O. Box 187  
Longford, KS 67458-0187

Phone: 877.880.0102  
Fax: 973.273.5881

Web: www.k9wdi.com  
Email: info@k9wdi.com

June 20<sup>th</sup>, 2016

Ref # K9WDI-062016-07

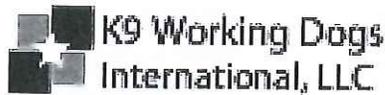
Page 6 of 6

**Please note:** Typical availability time for all Pre-Trained / Certified Police Service Dogs is approximately 4 to 8 weeks from date of Funding Goal being achieved. Canines will be appropriately paired with Handlers during the Handlers Course class, unless earlier Agency selection is arranged. Handler's course includes Secure On-Site Lodging pending space availability, POST Certified Instructors, & Official Courseware / Curriculum.

**To accept this \$2,500.00 Grant and Proposed Solution, please complete this form and return to our office via Email and US Mail no later than: JULY 8, 2016. Failure to respond within this allotted time will result in the immediate withdrawal of this offer. By accepting this Proposed Solution, I understand that the below PROGRAM FUNDING GOAL TOTAL must be met within a reasonable time, or no obligation is made, and that Funding Assistance is available to approved Law Enforcement Agencies only and is based on need and availability.**

Agency Name: BELOIT POLICE DEPARTMENT, KS  
 Authorized Representative Name: \_\_\_\_\_ Rank / Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Program Funding Goal Total: \$16,195.00  
 Current Agency Approved / Allocated Funds Total: \$ \_\_\_\_\_  
 (Source of Funds: \_\_\_\_\_)  
 Additional Funding Assistance Needed (subtract Allocated Funds from Funding Goal): \$ \_\_\_\_\_



322 Weda Street, P.O. Box 187 Longford, KS 67458-0187	Phone: 877.880.0102 Fax: 973.273.5881	Web: <a href="http://www.k9wdi.com">www.k9wdi.com</a> Email: <a href="mailto:info@k9wdi.com">info@k9wdi.com</a>
<b>DUNS # 83-242-1205</b>	<b>ATF # 5-KS-027-33-3B-00798</b>	<b>DEA # RK0398075</b>

## K9 Working Dogs International, LLC Canine Order & Handlers Course Enrollment Form

Dated **SEPT. 15, 2016**

K9 Working Dogs International, LLC (hereafter referred to as "K9WDI") and the undersigned Customer(s) (hereafter referred to as "Customer") hereby agree that K9WDI shall sell to Customer the Canine described below and shall provide Initial and continuation training services with respect to said Canine / Handler, in accordance with the following terms:

### 1. Description of Canine\*1:

The Canine to be sold and/or trained pursuant to this Agreement is described as follows and hereinafter referred to as the "Canine":

Breed	Gender	Age Range & Training Level	Name/Color
X-German Shepherd X-Malinois X-Dutch Shepherd	Male	1.5-3.5 Years <i>DUAL / MULTI PURPOSE</i> : Narcotics Detection : Patrol / Tracking	<i>"K9 Gero" - Pending Agency/Handler Selection</i>

### 2. Representations:

The following representations and conditions apply to the enrollment of the aforementioned Training Course:

- A. Enrollment must be made prior to 15 days from Course Start Date (unless otherwise agreed).
- B. K9WDI does NOT "Guarantee" successful completion or "Certification", as this is solely contingent on the progress and successful completion of course topics and the final Certification & Proficiency Requirements being met by both Handler & Canine.
- C. K9WDI reserves the sole right to dismiss any Handler/Attendee, at any time (prior to, or during the Training Course), for any reasonable cause; To include, but not limited to: Inappropriate, offensive, or unprofessional behavior, inability or unwillingness to participate, etc.
- D. K9WDI reserves the sole right to dismiss any Canine, for any reasonable cause; To include, but not limited to: Uncontrollable aggression, physically incapable of performing required training, lack of proper drive behavior, etc.
- E. Cancellations must be made in writing, prior to 5 days from Course Start Date.
- F. Officer Attendee & K9 will remain on Agency Insurance during and post Training Course.

The following representations and conditions apply to the aforementioned Canine:

- G. At time of delivery Canine will be in good health and free of communicable diseases.
- H. At time of delivery Canine will be current on all shots necessary for importation according to USDA Law.
- I. Customer has 72 hours from date of delivery, to have the Canine examined by a licensed veterinarian and to personally inspect the Canine. Any health claims must be made within this time period. If Customer discovers any health problems with the Canine by or through its own inspection or that of the licensed veterinarian, Customer shall return the Canine to K9WDI. The Canine shall be shipped back to K9WDI at Customers sole expense."
- J. As per the above described Canine; although I have not seen the Canine's condition or training first hand (However will do so on pick-up/selection), I have had the opportunity to review the Level of the Canines training.

**3. Right of first refusal:**

If Customer elects to sell the Canine or place the Canine elsewhere other than in Customer's possession, K9WDI shall have the right of first refusal to purchase the Canine from Customer at a mutually agreeable price.

**4. Fees:**

- A. The fee for the purchase of the Canine shall be : outlined below
- B. The fee for import into the United States shall be : outlined below
- C. The fee for "Handler's Course" training for Customer shall be : outlined below

All fees shall be paid in full as outlined in Payment Terms below\*3.

Cost	Additional Fees	Payment Terms	Delivery Timeline
* Dual Purpose K9: \$15,500.00 * Officer Handler Training Course: \$3,195.00 * K9 Equipment Package (Basic / Included) * K9 Import / Shipping: included REF # K9WDI-062016-07 (Includes \$2,500.00 K9 LEAP Grant # AN67420-Q316) TOTAL DUE: \$16,195.00	N/A	PO# _____ Check Number: _____ INVOICE # K9WDI091516-09	Canine Pick-up and Handlers Course Start Date: <u>NOV. 7, 2016</u> *7.

**5. Lien:**

Customer grants to K9WDI a lien on the Canine for amount of all unpaid amounts owed by Customer to K9WDI pursuant to this Agreement. K9WDI has the right to retain (or obtain) possession of the Canine and sell the Canine to satisfy any such lien.

**6. Duty of Customer:**

Customer acknowledges that changes in environment, training techniques and handler or living conditions may cause some behavioral and physical instability in some Canines. Customer agrees to immediately notify K9WDI regarding any problems and to follow all written and oral instructions given by K9WDI. Customer does hereby fully understand and agree that orientation; conformity and acceptance by the Canine of Customers environment, household and working environment may take a period of time of between 3 and 5 weeks. If Customer should cancel their order or fail to complete all payments according to the terms named herein; K9WDI reserves the right to charge a minimum of 25% of the total purchase fees named in this agreement for restocking, and \$35.00 per day until the Canine is resold. K9WDI will show due diligence to resell the dog within a period of 6 months maximum. Fees not to exceed the total Purchase Fees as written in this agreement. Should Customer take possession of said Canine According to the terms listed in this agreement and fail to complete payment; K9WDI shall collect the total amount due in addition to 25% of total purchase fees as agreed upon herein. It is hereafter agreed upon by Customer that any unpaid moneys will be pursued to the full ability of K9WDI and K9WDI's legal representatives.

**7. Disclaimer of warranty:**

It is understood and agreed by the parties that K9WDI is not an insurer and does not guarantee against any safety risks arising out of the use, acts or ownership of the Canine and occurring to Customer, Customer's family, Customer's employees or any other persons or entities. K9WDI guarantees that the said Canine is indeed as outlined within this contract/purchase form (Also as referenced: Section 9 Limited Warranty). K9WDI shall not be responsible for any claims arising out of any actions by the Canine provided by K9WDI after said Canine is no longer in K9WDI's direct control and possession. Customer agrees to carry said Canine under their Insurance reserve fund, and to hold K9WDI, its agents, employees and representatives harmless for any claims arising out of the use, acts or ownership of the Canine after taking possession/ownership.

**8. Training:**

Customer understands and agrees that in order to achieve and maintain the above standard of training, the Customer must follow all instructions of K9WDI and must maintain training of the Canine on a regular basis. Utilization of a trainer not authorized/approved by K9WDI will void any obligations by K9WDI for the training of the Canine, and K9WDI is in no way responsible for any deterioration of training or training level of said Canine.

**9. Limited Warranty:**

**• 5-Year Working Guarantee**

Said Canine is being purchased with K9WDI's '5-Year Working Guarantee': K9WDI Guarantees that said Canine will retain the Level of Training outlined in this Purchase Form for a period of 5 (five) Years. During this time, if the Customer feels the said Canine lacks the accuracy of training/performance as outlined, and needs refresher or continuation training, a 30 day In-Center Refresher Training course may be requested and confirmed via registered mail. K9WDI will honor the 30 day In-Center Refresher Training at no monetary charge to Customer for said Training, as often as necessary at a daily board/care rate of \$35.00 per day\*4. If Customer wishes to advance the said Canine to another Level of training; the Lifetime Training Guarantee will extend to the new Level of Training ONLY upon canines completion of the next Level of Training with K9WDI\*5.

• **5-Year Health Guarantee**

Said Canine is being Purchased with K9WDI's '5-Year Health Guarantee': Replacement/Credit is as follows, from date of Purchase; 1st Year: Full, 1-2 Years: 75%, 3-4 Years: 50%, 4-5 Years 25% of Purchase Price towards Replacement/Credit of replacement Canine at current list price. Customer shall have the right to request a replacement Canine of comparable price, breed, age, sex and training as the said original Canine (if possible) due to said original Canine having a preexisting health issue(s)\*6 that cannot be treated by modern medicine. In the case that Customer wishes to have said Canine replaced; K9WDI shall retain the sole right to make all final replacement decisions.

• **Process**

Replacement request must be given in writing via Registered Mail or overnight mail with a tracking number and delivery confirmation, and must be received by K9WDI as outlined above. In the event that K9WDI agrees to replace said Canine; Customer must surrender original Canine and all original documents pertaining to Canine (i.e. pedigree, registration documents, vet records, show records, etc.) to K9WDI at the time of request. If Customer does not follow all procedures, Customer forfeits all rights to a replacement Canine. If K9WDI agrees to replace the Canine, K9WDI shall supply a suitable replacement Canine within a practical time period after the Canine named in this agreement has been returned. Customer shall be responsible for transportation costs of the original Canine and replacement Canine. In order to maintain K9WDI's pricing structure all sales are final (unless Customer follows all above request guidelines; then K9WDI shall replace the Canine according to the terms written herein). K9WDI does not issue monetary refunds (deposit, purchase or training/handler's course). Customer shall have the right to refuse said original Canine or replacement Canine upon delivery due to debilitating health reasons. Customer understands that there is an adjustment period for animals in a new environment, and that it is not uncommon for Canines to show confusion and/or discomfort to their new home during the process of becoming acclimated to/with the new environment. Customer also understands the process of transition from owner to owner and will be committed to building trust and understanding in order to establish a relationship with the Canine. As the process of adaptation and bonding does not happen overnight, Customer understands that they must exhibit patience and be dedicated. Customer agrees that they have talked with K9WDI and feel that they understand that the process of bonding and adapting takes some time and they are willing to spend the time with said Canine in order to make his/her transition as comfortable as possible.

**10. Assumption of risk:**

Customer acknowledges that Police Service Canine training, care, and handling may be an activity in which damage or injury to Canines, other animals, possession or persons may occur. Customer assumes all risk of any such damage or injury. Customer further agrees that Customer, Customer's heirs, assigns or legal representatives will not make any claim against K9WDI, its agents, employees or representatives for any such damage, liability, injury or occurrence directly or indirectly.

**11. Liquidated damages:**

It is understood and agreed by all parties that it is impractical and extremely difficult to fix actual damages, if any, which may proximately result from the failure on the part of K9WDI to perform any of its obligations hereunder. Customer does not desire this Agreement to provide for full liability of K9WDI and agrees that K9WDI shall be exempt from liability for loss, damage or injury due directly or indirectly from any errors or omissions of K9WDI in performing this Agreement or the services performed hereunder, but that should K9WDI be found liable for any loss, damage or injury, K9WDI's liability shall be limited to a sum equal to \$500.00 (five hundred dollars). Such damages shall be Customer's exclusive remedy in event of an alleged breach of this Agreement by K9WDI, its agents or employees. It is hereby understood that K9WDI represents its products and services under the terms of this agreement only. No outside source or publication will be used in reference to this agreement or the products or services named herein. Agency (Customer) will retain and maintain Insurance coverage of K9 and Handler/Officer during and post training.

**12. Period of limitations:**

It is agreed upon herein that the time period in which any suit or action shall be initiated against K9WDI by Customer for any reason including but not limited to breach of this Agreement must be within 1 (one) year of the date that K9WDI attempts delivery of said Canine / Handler Training Course as stated herein.

**13. Governing law and venue:**

This Agreement shall be governed by and construed according to the laws of the State of Kansas and the parties agree that the place of venue / transaction commenced at K9WDI: located in Clay County, Kansas.

**14. Captions:**

The captions of the several paragraphs hereof are for convenience only and shall not be construed to be a part of this Agreement.

**15. Signing capacities:**

Customer agrees and affirms that the Customer is the only buyer of the Canine. Customer shall be the Sole Owner of the Canine, in the respect of ownership and signing capacities. This agreement is signed under the agreement that Customer alone shall have sole ownership rights to the Canine.

**16. Entire agreement:**

This Agreement constitutes the entire Agreement between Customer and K9WDI and supersedes any/all other agreements, discussions or representations, written or verbal previously made between K9WDI and Customer. Any amendment or modification of this Agreement shall be in writing and shall be labeled with the amendment number 1 (i.e. Amendment Number 1, 2, 3, 4 etc) and shall be signed by all parties.

*Executed as of the date written above, and signature below acknowledges that Customer has read the foregoing Agreement and understands and agrees to all of the terms and conditions stated herein.*

**Customer Information:**

_____	_____
Full Department Name (Please Print Clearly)	Authorized Representative Signature*9
_____	_____
Handler / Course Attendee (Please Print Clearly)	Handler Signature
_____	_____
Street Address	Phone Number
_____	_____
City / State / Zip / Country	Email Address

Approved by\*10:

Mailing address:  
K9 Working Dogs International, LLC  
322 Weda Street  
P.O. Box 187  
Longford, KS 67458-0187

Phone: 877-880-0102      Fax: 973-273-5881      Web: www.k9wdi.com

\*1 Description of said Canine in section 1 is a guideline of general classifications used to describe the desired Canine; K9WDI reserves the right to make all final decisions on the exact final Canine to be chosen for placement with Customer. Training Levels are based upon the Levels described on k9wdi.com and are subject to change without notice to Customer; in the event of any change made to K9WDI's Training Levels all new changes take effect in this agreement.

\*2 Normal Handler Course time is 4-6 hours per day, however, the actual length of the optional Handler Course is left solely to the discretion of the K9WDI appointed "Trainer". Customer is responsible for all travel costs for Trainer(s) separately prior to delivery; including, but not limited to flight for handler(s), hotel, food and transportation etc. The Handlers Course fees must be paid prior to delivery. International deliveries will include an additional two days for travel.

\*3 Complete payment must be made prior to possession of said Canine being transferred to Customer. If Customer refuses to complete payment for any reason K9WDI will issue an Invoice for the remaining balance. If the remaining balance is not paid within a time specified in the invoice; K9WDI will retain Deposit Funds and this Purchase Form will become Null and Void at that time. In the event that a Canine delivered to the Customer is refused upon delivery Customer is still required to complete payment in accordance with the terms of this written agreement. This is a legally binding contract, and by signing and initialing you are legally obligated to complete payment agreed upon in writing herein.

\*4 Boarding fees of up to \$35.00 per day may apply.

\*5 Normal In-Center Training Rates apply for all Advancement Training.

\*6 Existing Prior to Purchase from K9WDI.

\*7 Delivery dates may be adjusted depending on flight availability, Canine & Trainer availability and Scheduling arrangements.

\*8 Upon receipt of this completed Purchase Form 'K9WDI'; acting as a DBA of K9 Working Dogs International, LLC will approve the information stated herein and supply a copy of the original to Customer.

\*9 By signing this document Customer is agreeing to be legally bound to all of the terms and conditions written herein.

\*10 K9WDI will approve the original and one copy for Customer with a perforated seal. Only the officially approved copy of this agreement will be upheld in any and all cases. Final approval is the decision of K9WDI.



322 Weda Street, P.O. Box 187  
Longford, KS 67458-0187

Phone: 877.880.0102  
Fax: 973.273.5881

Web: [www.k9wdi.com](http://www.k9wdi.com)  
Email: [info@k9wdi.com](mailto:info@k9wdi.com)

June 20<sup>th</sup>, 2016

Ref # K9WDI-062016-07

Page 1 of 6

**GRANT AWARD / K-9 UNIT PROGRAM APPROVAL NOTIFICATION FOR:**

**Beloit Police Department**

Attn: David Elam, Chief of Police  
c/o Chad Lackey, Officer  
RE: K9 Unit  
1716 N. Hersey  
Beloit, KS 67420

**SUBJECT: K9 LEAP Grant - Approval Notification for the Beloit Police Department, KS – K9 Unit**

**Presented by:**

**K9 Working Dogs International, LLC**

Wendy M. Kiewel, Office Manager / Grant Coordinator  
322 Weda Street  
Longford, KS 67458  
phone: 877-880-0102 / 785-200-8374  
fax: 973-273-5881  
email: [info@k9wdi.com](mailto:info@k9wdi.com)

DUNS # 83-242-1205  
FEIN / TIN # 26-2965782  
Cage Number 5RTH3

Sincerely,

Wendy M. Kiewel, Officer Manager / Grant Coordinator

**DUNS # 83-242-1205**

**ATF # 5-KS-027-33-3B-00798**

**DEA # RK0398075**



322 Weda Street, P.O. Box 187  
Longford, KS 67458-0187

Phone: 877.880.0102  
Fax: 973.273.5881

Web: www.k9wdi.com  
Email: info@k9wdi.com

June 20<sup>th</sup>, 2016

Ref # K9WDI-062016-07

Page 2 of 6

**Beloit Police Department**

Attn: David Elam, Chief of Police  
c/o Chad Lackey, Officer  
RE: K9 Unit

1716 N. Hersey  
Beloit, KS 67420

**SUBJECT: K9 LEAP Grant - Approval Notification for the Beloit Police Department, KS – K9 Unit**

Dear Chief Elam & Officer Lackey,

Thank you for your agency inquiry and application for the K9 LEAP Grant Funding Assistance program. We are pleased to provide you with this Grant Approval Notification in the amount of \$2,500.00 and requested Proposed Solution based on the described current and projected needs of the Beloit Police Department K-9 Unit. **To accept this Grant Award of \$2,500.00: Complete and return Page 6 of this notice No Later Than: JULY 8<sup>th</sup>, 2016.** Funds must be utilized within 90 days, or allocation will be retracted with no obligation from/to agency. (Please contact us to request an extension if necessary)

**Company Overview:**

K9 Working Dogs International, LLC is a US Department of Justice Drug Enforcement Administration (DEA) & Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) Federally Licensed K9 Training Center and Global Supplier of Police Service Dogs. Corporate Headquarters and Primary Kennel Facility Licensed by the Department of Agriculture, and strategically located in Longford-Kansas. ORCA and SAM Registration is current and in good standing in accordance with provision FAR 52.213-3. Cage Number 5RTH3 and TIN Number 26-2965782.

State of the art Kennels and Training Facilities (Over 40,000 sq.ft. of Indoor space for training and secure on-site Lodging), Cutting-edge training and instructional methodology, exceptional customer service, and the highest quality Canines in the industry, are just a few of the many strategic benefits which will validate the decision to partner with K9WDI for this initiative for a continued positive impact on the Beloit Police Department and the community you so diligently serve.

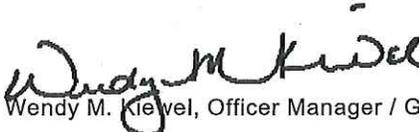
**Canine Selection Process:**

**All Police Service Dogs from K9WDI include a 5-Year Health & 5-Year Working Guarantee, or as stated by agency SOW / Solicitation, and undergo selection criteria, imprinting, and training that exceeds International and US DoD specifications.** We typically have between 75 to 90 canines for Law Enforcement / Service available for immediate deployment/delivery at all times. This enables K9WDI to provide expedited and safe / proper delivery of ideally suited operationally proficient Police Service Dogs.

**Police Service Dog Selection / Handler Training & Certification Course Enrollment Terms:**

Purchase Order due on Funding Goal being reached, and complete funds allocation due by Handlers Course Completion / Certification. By completing the last page and returning this form you are accepting the outlined Proposed Solution in good faith, and the terms are contingent on Funding Goal being achieved / including an executed Agency Purchase Order (If applicable).

If you have any questions please call us Monday-Friday from 9am-4pm CST at 877-880-0102.

 Sincerely,  
Wendy M. Kiewel, Officer Manager / Grant Coordinator

DUNS # 83-242-1205

ATF # 5-KS-027-33-3B-00798

DEA # RK039807



322 Weda Street, P.O. Box 187  
Longford, KS 67458-0187

Phone: 877.880.0102  
Fax: 973.273.5881

Web: www.k9wdi.com  
Email: info@k9wdi.com

June 20<sup>th</sup>, 2016

Ref # K9WDI-062016-07

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Agency Requested Proposal / Solution for the following:

Qty.	Item / Description	Unit Price	Ext. Price
1	<b>K9 LEAP Grant Funding Assistance Program</b> GRANT AWARD AMOUNT: \$2,500.00 Ref. # AN67420-Q316 Grant provided by the K9 LEAP Grant Funding Assistance Program for the Q3 2016 Grant Cycle.	(\$2,500.00)	\$13,000.00
1	<b>Pre-Trained / Certified Police Service Dog for: Multi-Purpose Patrol, Tracking, &amp; Narcotics Detection to EXCEED NATIONAL CERTIFICATION STANDARDS</b>  * 5 YEAR Police Service Dog <i>Health Warranty</i> * 5 YEAR Police Service Dog <i>Working and Performance Warranty</i>  <b>K9 Breed:</b> European Imported German Shepherd, Belgian Malinois, Dutch Shepherd, or Other: _____  <b>K9 Name:</b> <i>Pending Agency Choice, based on Handler selection.</i> K9's are Pre-Trained by K9WDI to Exceed National & DoD Certification Standards.	\$15,500.00	
1	<b>K9 Handler Training &amp; Certification Course: 120 Hour Class</b>  <b>Officer / Handler Name:</b> <u>Officer Chad Lackey</u> <b>START DATE:</b> <u>SEPT. 12<sup>th</sup>, 2016</u>	\$3,195.00	\$3,195.00
		TOTAL	\$16,195.00

**Official K9 Handler Training & Certification Course Agenda:**

**Narcotics or Explosives Detection, Patrol, & Tracking to EXCEED National & DoD Certification Standards.**

**POST Credit Hours Approved: 120 Hours**

**Attendee Prerequisites:**

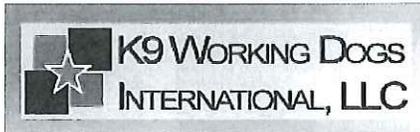
Must be active-duty sworn Law Enforcement Personnel.

\* Due to the advanced methodologies and concepts utilized within the K9WDI Training System, this course is strongly Recommended for ALL Handlers/Officers receiving a Pre-Trained Police Service Dog, including those with experience.

DUNS # 83-242-1205

ATF # 5-KS-027-33-3B-00798

DEA # RK0398075



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**All training and Certifications exceed National and International / US DoD specifications (see below Agenda). Training Courses combine classroom instruction, and Hands-on Field Training Scenarios.**

The Training methodology implemented is Current and based specifically on your Agency utilization goals, the K-9 Handler's level of experience, and the environment in which the K-9 Team will be working within operationally; thus maximizing Impact-Proficiency and ensuring a long and successful working career of the K-9 Unit Team.

**COURSE INCLUDES:**

- 1) Official Courseware Curriculum (Current 500+ Page K-9 Unit Manual).
- 2) Secure On-Site Officer / Attendee Lodging, for Course duration available.
- 3) Onsite K9 Kennel, Board, and Care, for Course duration – Licensed by the Department of Agriculture.
- 4) Handler & K9 National Certification on successful completion of Course.

**Agenda: Hands-on Practical Instruction, Classroom Theoretical, and Proficiency Assessment Exams.**

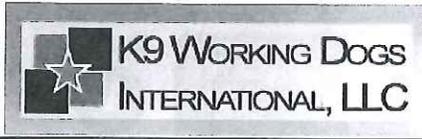
**Topics Include:**

- Tactical K9 Handling Methodology: Basic thru Advanced
- Animal Behavior / Psychology
- Understanding how a Police Service Dog Thinks & Learns: Recognizing appropriate Drives & Instincts, and how to successfully and properly promote, condition, and direct them
- Theory of Scent, Target Odor Imprinting, Final Response / Alert, Proofing, Currency, etc.
- Training & Deployment Equipment Care and Proper Use
- Training Aid Proper Care, Handling, Storage, Placement, etc.
- Proper Police Service Dog Deployment and Utilization: ALL aspects of scenarios for the Detection K9, Interdiction, Tracking, Patrol, and Obedience.
- Remedial Training: Concepts, Planning, and Execution
- Advanced Criminal Interdiction: Indicators, Patterns, Reasonable Suspicion, Probable Cause, Consent to Search (WHEN and HOW to conduct an effective Open Air Sniff within the parameters of the Law)
- Current Contraband Smuggling, Odor Masking, and Concealment trends
- Basic Search And Seizure Rules, and Definitions
- Canine Contraband Principles
- Canine Application to Search And Seizure
- Canine Positive Alert and Final Response
- Training, Certification, Proficiency Assessments and Reliability Required in Report Writing and Court Testimony
- Canine's Reliability / Training / Certification
- K-9 Deployment Records
- Effective Canine Team Resume, Deployment Report and Search Warrant Affidavit
- Vehicle Sniffs
- Boat Sniffs
- Truck Tractor Trailer Sniffs
- Border Sniffs
- People Sniffs
- School Sniffs
- Parcel And Mail Sniffs
- Airline, Airplane, & Airport Sniffs
- Bus & Bus Depot Sniffs
- Storage Unit Sniffs
- Residential Sniffs
- Train & Train Depot Sniffs
- Jail, Prison, Penitentiary, & Detention Center Sniffs
- Hotel / Motel Sniffs
- Lingering And Different Odor Alerts, Other Alerts

DUNS # 83-242-1205

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Page 5 of 6

- Examples of Defense Attorney's Training's and Seminars, that Attack the Detection K-9 and Handlers Evidence in Court (A Reference for K-9 Handlers)
- United States Supreme Court (Decisions affecting all States)
- United States Court of Appeals: Decisions affecting ALL CIRCUITS – covered individually
- Effective Problem Solving & Troubleshooting for the Police Service Dog
- Care, Medical, and First Aid
- Record Keeping (Training & Deployment Logs), K-9 Unit Policy & Procedures
- Report Writing and Courtroom Testimony (Voir dire)

**Over 180 individual Detection Dog/Handler sniffs / sweeps / finds are conducted by each K9 & Handler Team throughout the duration of this Course in the following deployment scenarios / environments:**

Schools, Office Buildings, Residences, Roadside Traffic Stops, Parking Lots, All Vehicle Types (exterior and interior), Classrooms, Lockers, Offices, Bathrooms, Kitchens, Bedrooms, Basements, Open Areas, Luggage / Parcels, Theaters, Gymnasiums, etc.

Each K9 Handler Team performs daily routine Complete On and Off Leash Practical and Tactical Obedience Control under normal and extremely high-stress operational environmental conditions.

K9's are trained to consistently detect with a 100% accuracy in the odor value variance of **Trace-Odor (25 Milligrams = 0.025 Gram) to 2 Pounds (907 Grams)** of the following controlled substances:

EXPLOSIVE SUBSTANCES:		OR	NARCOTIC SUBSTANCES:
* C-4, military or civilian	* Pyrodex		* Marijuana (and all Derivatives)
* TNT	* Comp-B	* Ammonia Percolate	* Cocaine (and all Derivatives)
* Black Powder	* Triple-7	* PETN- Data Sheet	* Heroin (and all Derivatives)
* Smokeless Powder	* Semtex	* Water Gel	* Methamphetamine (and all Derivatives)
* Sodium Chlorate	* Cast Boosters	* RDX A-5	* MDMA / Molly / Ecstasy, etc.
* Potassium Chlorate	* Dynamite		
* Ammonium Nitrate	* Emulsion		
* PETN- Det Cord	* HMX		

**Tactical Patrol K9 Agenda:**

**Approximately 40-55 Tactical Patrol Deployments are conducted by each Patrol K9 Team in multiple Real-World high-stress scenarios to ensure Officer and civilian safety, to include the following:**

- \* Patrol Dog Control and Operational Tactical Obedience under gunfire (Handler, Back-up Officers, and Suspect/Subject gunfire)
- \* Handler / Officer Protection & Defensive Tactics
- \* K9 Handler Combatives, and Use of Force Continuum
- \* Fleeing, Passive, and Combative Subject Apprehension
- \* Area & Building Search Tactical Maneuvers
- \* Public Ordinance & Crowd Control
- \* Targeted & Re-directed Apprehensions and Call-Offs
- \* Multiple Subjects
- \* Vehicle Deployments and Vehicle Felony Subject Extractions
- \* Non-compliance & Active Shooter - Risk Mitigation
- \* The Role of the Remedial Training / Maintenance Decoy
- \* Practical Application & Patrol Dog Conditioning using the Full Body Bitesuit, Hidden Sleeve, and Muzzle Agitation

## REQUEST FOR COUNCIL ACTION

**DATE:**

October 4, 2016

**TITLE:**

LED Light Bid

**ORIGINATING DEPARTMENT:**

Electric – Distribution

**TYPE OF ACTION:**

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

**RECOMMENDATION:**

I recommend that the Council approve the LED Light Bid from Boettcher Supply in the amount of \$5,580.00.

**BACKGROUND:**

Ron Sporleder recommends replacing the existing bulbs in the North Campus building site (containing the law enforcement center, parks and rec, etc.) This consists of ordering 30 LED bulbs. This was identified as a high use/densely lit area. A cost/benefit analysis is included.

**FINANCIAL IMPACT:**

- The cost for this item of \$5,580.00 would come out of the Electric Distribution budget line item (Street Light Repair and Replace) 53-43-4390. The remaining balance for 53-43-4390 as of 9-30-2016 is \$6,206.42.

**OPTIONS:**

1. Approve the purchase
2. Reject the request

**DISCUSSION:**

Respectfully submitted,

Jason Rabe,  
City Administrator



### LED Street Light Upgrade Calculator

Input	
Number of Fixtures	30
Annual Burn Hours	3,650
Cost per Fixture	\$ 186.00
Cost Per KW	\$ 0.10
Avg. Employee Cost	\$27.00
Avg. Truck Cost	\$2.00
Avg/Cpst Replace	\$42.50
KW per 10 Old Fixture	0.15
Operating Costs	\$ 1,642.50
KW per 10 New Fixture	0.05
Operating Costs	\$ 547.50

<b>Breakeven Year</b>	<b>7</b>	*
-----------------------	----------	---

Cost of Upgrade							
Year	Energy Cost	Annual Energy Savings	Total Energy Savings	Installation & Maintenance Costs	LED Material & Labor Costs	Total New Annual Costs	Running Total
1	\$ 1,642.50				\$ 6,855.00	\$ 8,497.50	\$ 8,497.50
2	\$ 547.50	\$ 1,095.00	\$ 1,095.00	\$ 63.75		\$ 611.25	\$ 9,108.75
3	\$ 547.50	\$ 1,095.00	\$ 2,190.00	\$ 63.75		\$ 611.25	\$ 9,720.00
4	\$ 547.50	\$ 1,095.00	\$ 3,285.00	\$ 63.75		\$ 611.25	\$ 10,331.25
5	\$ 547.50	\$ 1,095.00	\$ 4,380.00	\$ 63.75		\$ 611.25	\$ 10,942.50
6	\$ 547.50	\$ 1,095.00	\$ 5,475.00	\$ 63.75	\$ 342.75	\$ 954.00	\$ 11,896.50
7	\$ 547.50	\$ 1,095.00	\$ 6,570.00	\$ 63.75	\$ 342.75	\$ 954.00	\$ 12,850.50
8	\$ 547.50	\$ 1,095.00	\$ 7,665.00	\$ 63.75	\$ 342.75	\$ 954.00	\$ 13,804.50
9	\$ 547.50	\$ 1,095.00	\$ 8,760.00	\$ 63.75	\$ 342.75	\$ 954.00	\$ 14,758.50
10	\$ 547.50	\$ 1,095.00	\$ 9,855.00	\$ 63.75	\$ 342.75	\$ 954.00	\$ 15,712.50
11	\$ 547.50	\$ 1,095.00	\$ 10,950.00	\$ 63.75	\$ 342.75	\$ 954.00	\$ 16,666.50
12	\$ 547.50	\$ 1,095.00	\$ 12,045.00	\$ 63.75	\$ 342.75	\$ 954.00	\$ 17,620.50
13	\$ 547.50	\$ 1,095.00	\$ 13,140.00	\$ 63.75	\$ 342.75	\$ 954.00	\$ 18,574.50
14	\$ 547.50	\$ 1,095.00	\$ 14,235.00	\$ 63.75	\$ 342.75	\$ 954.00	\$ 19,528.50
15	\$ 547.50	\$ 1,095.00	\$ 15,330.00	\$ 63.75	\$ 342.75	\$ 954.00	\$ 20,482.50
16	\$ 547.50	\$ 1,095.00	\$ 16,425.00	\$ 63.75	\$ 342.75	\$ 954.00	\$ 21,436.50
17	\$ 547.50	\$ 1,095.00	\$ 17,520.00	\$ 63.75	\$ 342.75	\$ 954.00	\$ 22,390.50
18	\$ 547.50	\$ 1,095.00	\$ 18,615.00	\$ 63.75	\$ 342.75	\$ 954.00	\$ 23,344.50
19	\$ 547.50	\$ 1,095.00	\$ 19,710.00	\$ 63.75	\$ 342.75	\$ 954.00	\$ 24,298.50
20	\$ 547.50	\$ 1,095.00	\$ 20,805.00	\$ 63.75	\$ 342.75	\$ 954.00	\$ 25,252.50
<b>Total Energy Costs</b>	\$ 12,045.00		<b>Total Maintenance</b>	\$ 1,211.25	<b>Total 20 year cost</b>	\$ 25,252.50	

Cost of Doing Nothing							
Year	Energy Cost	Annual Energy Savings	Total Energy Savings	Installation & Maintenance Costs	LED Material & Labor Costs	Total New Annual Costs	Running total
1	\$ 1,642.50			\$ 196.35		\$ 1,838.85	\$ 1,838.85
2	\$ 1,642.50			\$ 196.35		\$ 1,838.85	\$ 3,677.70
3	\$ 1,642.50			\$ 196.35		\$ 1,838.85	\$ 5,516.55
4	\$ 1,642.50			\$ 196.35		\$ 1,838.85	\$ 7,355.40
5	\$ 1,642.50			\$ 196.35		\$ 1,838.85	\$ 9,194.25
6	\$ 1,642.50			\$ 196.35		\$ 1,838.85	\$ 11,033.10
7	\$ 1,642.50			\$ 196.35		\$ 1,838.85	\$ 12,871.95
8	\$ 1,642.50			\$ 196.35		\$ 1,838.85	\$ 14,710.80
9	\$ 1,642.50			\$ 196.35		\$ 1,838.85	\$ 16,549.65
10	\$ 1,642.50			\$ 196.35		\$ 1,838.85	\$ 18,388.50
11	\$ 1,642.50			\$ 196.35		\$ 1,838.85	\$ 20,227.35
12	\$ 1,642.50			\$ 196.35		\$ 1,838.85	\$ 22,066.20
13	\$ 1,642.50			\$ 196.35		\$ 1,838.85	\$ 23,905.05
14	\$ 1,642.50			\$ 196.35		\$ 1,838.85	\$ 25,743.90
15	\$ 1,642.50			\$ 196.35		\$ 1,838.85	\$ 27,582.75
16	\$ 1,642.50			\$ 196.35		\$ 1,838.85	\$ 29,421.60
17	\$ 1,642.50			\$ 196.35		\$ 1,838.85	\$ 31,260.45
18	\$ 1,642.50			\$ 196.35		\$ 1,838.85	\$ 33,099.30
19	\$ 1,642.50			\$ 196.35		\$ 1,838.85	\$ 34,938.15
20	\$ 1,642.50			\$ 196.35		\$ 1,838.85	\$ 36,777.00
<b>Total Energy Costs</b>	\$ 32,850.00		<b>Total Maintenance</b>	\$ 3,730.65	<b>Total 20 year cost</b>	\$ 36,777.00	

\*Nothing has been factored in for increases in electrical costs, maintenance/labor costs, or potential cost reductions in LED bulb technology



502 East 12<sup>th</sup> Street  
Beloit, Kansas 67420



Tel No (785) 738-3781  
Fax No (785) 738-2290

**TO:** City Administrator and City Council  
**FROM:** Ronald Sporleder  
Director of System Operations  
**RE:** LED Street Lights  
**DATE:** September 29, 2016

---

Jason,

I am recommending that we accept the bid from **Boettcher Supply** in the amount of **\$5580.00** for 30 Cooper Eaton LED Street lights. Previously the council had voted to change out the lighting throughout the city from High Pressure Sodium to LED. The High Pressure Sodium lights cost more to operate than the LED lights. These lights will be used at the North Campus. We have been budgeting money towards this every year. This will be taken out of 53-43-4390.

**Boettcher Supply \$5,580.00**  
Wesco Distribution – \$5,553.30  
Kriz-Davis - \$5,700.00  
Stanion Wholesale – Did not meet Specs

Prices listed below show 10% added for out of town vendors

**Boettcher Supply \$5,580.00**  
Wesco Distribution – \$6,108.63  
Kriz-Davis - \$6,270.00  
Stanion Wholesale – Did not meet Specs

Ronald Sporleder  
Director of Systems Operations



## CITY OF BELOIT

119 North Hersey  
Box 567  
Beloit, Kansas 67420

The City of Beloit, Kansas, 119 North Hersey, Box 567, Beloit, Kansas, will be accepting bids at the office of the City Clerks until:

**TIME: 2:00 P.M.**

**DATE: 09/29/16**

For the purchase of the following item(s) or material(s):

Eaton LED street light #VERD-A018-E-8-T3-7060-AP – **Qty 30**  
Eaton LED street light #USSL-A01-D-U-T5-BZ-7050-4 – **Qty 27**

All item(s) or material(s) are to be bid FOB, Beloit, KS.  
All bids submitted in an envelope are to be prominently marked:

**BID: LED Light #092916**

All bids submitted by fax or email will need to have a follow up signed bid in an envelope and is to be prominently marked:

**BID: LED Light #092916**

All bids received by the closing date and time will be publicly opened and read aloud at the time and date above in the office of the City Clerk, 119 North Hersey, Beloit, Kansas.

**All bids must have a Spec. Sheet attached.**

**If for some reason you deviate from specs listed above, you will need to attach sheet with an explanation for deviation and items or materials changed.**

**The City of Beloit, reserves the right to select the best bid, waiver formalities and reject any and all bids.**

For additional information on bid specifications, contact Ron Sporleder, Director of System Operations, at (785) 738-3781.

For additional information on results of the bid opening, contact the Office of the City Clerk, (785) 738-3551

Mandy Lomax  
Director of Finance / City Clerk

PRICE PER LIGHT	Boettcher	Kriz-Davis	Stanion	Wesco
VERD-A018-E-8-T3-7060-AP	\$186.00	\$190.00	NA	\$185.11
30	\$5,580.00	\$5,700.00	NA	\$5,553.30
10%		\$570.00		\$555.33
	\$5,580.00	\$6,270.00		\$6,108.63
USSL-A01-D-U-T5-BZ-7050-4	\$302.50	\$344.00	NA	\$301.07
27	\$8,167.50	\$9,288.00	NA	\$8,128.89
10%		\$928.80		\$812.89
	\$8,167.50	\$10,216.80		\$8,941.78

Stanion did not bid the lights we requested so their bid was not accepted. They bid e-lite star lights. We requested Eaton. Their bid was \$15,600.00 for both kinds of lights.



**PROPOSAL SHEET**

**FOR BID: LED Light #092916**

I propose to supply the City of Beloit Kansas with the item(s) or material(s) listed in this bid for a total price of \$\_\_\_\_\_. This is FOB, 502 E. 12<sup>th</sup> Street, Beloit Kansas 67420-0567

Estimated delivery time: \_\_\_\_\_

I understand that this bid is to be guaranteed for no less than Thirty (30) days from the date of bid opening.

Bidder (NAME OF FIRM) \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

All contractors and/or subcontractors must show proof of workman's comp liability insurance before any bid will be considered or accepted.

PROPOSAL SHEET

FOR BID: LED Light #092916

I propose to supply the City of Beloit Kansas with the item(s) or material(s) listed in this bid for a total price of \$ 13,747.50. This is FOB, 502 E. 12<sup>th</sup> Street, Beloit Kansas 67420-0567

Estimated delivery time: 4 to 6 weeks ARO

I understand that this bid is to be guaranteed for no less than Thirty (30) days from the date of bid opening.

Bidder (NAME OF FIRM) Boettcher Supply Inc.

AUTHORIZED SIGNATURE Jerry F. Hake

TELEPHONE 785-738-5781 DATE 9-28-16

All contractors and/or subcontractors must show proof of workman's comp liability insurance before any bid will be considered or accepted.

**beloitsystems@nckcn.com**

---

**From:** Jerry Hake <jerry@boettchersupply.com>  
**Sent:** Thursday, September 29, 2016 2:29 PM  
**To:** beloitsystems@nckcn.com  
**Subject:** Re: Lighting bid

**Categories:** LED Street Lights

30-VERD-A018-E-8-T3-7060-AP.....\$186.00/ea.  
27- USSL-A01-D-U-T5-BZ-7050-4...\$302.50/ea.

On Thu, Sep 29, 2016 at 2:18 PM, <[beloitsystems@nckcn.com](mailto:beloitsystems@nckcn.com)> wrote:

Just opened your bid sheets. Can you tell me what the price is per light please?

Thanks

Eve



**CITY OF BELOIT**

119 North Hersey  
Box 567  
Beloit, Kansas 67420

The City of Beloit, Kansas, 119 North Hersey, Box 567, Beloit, Kansas, will be accepting bids at the office of the City Clerks until:

**TIME: 2:00 P.M.**  
**DATE: 09/29/16**

For the purchase of the following item(s) or material(s):

Eaton LED street light #VERD-A018-E-8-T3-7060-AP – Qty 30  
Eaton LED street light #USSL-A01-D-U-T5-BZ-7050-4 – Qty 27

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The City of Beloit, reserves the right to select the best bid, waiver formalities and reject any and all bids.

For additional information on bid specifications, contact Ron Sporleder, Director of System Operations, at (785) 738-3781.

For additional information on results of the bid opening, contact the Office of the City Clerk, (785) 738-3551

Mandy Lomax  
Director of Finance / City Clerk



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Eaton LED street light #VERD-A018-E-8-T3-7060-AP - Qty 30 #185.11 ea  
Eaton LED street light #USSL-A01-D-U-T5-BZ-7050-4 - Qty 27 \$301.07 ea

All item(s) or material(s) are to be bid FOB, Beloit, KS.  
All bids submitted in an envelope are to be prominently marked:

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For additional information on bid specifications, contact Ron Sporleder, Director of System Operations, at (785) 738-3781.

For additional information on results of the bid opening, contact the Office of the City Clerk, (785) 738-3551

Mandy Lomax  
Director of Finance / City Clerk

PROPOSAL SHEET

FOR BID: LED Light #092916

I propose to supply the City of Beloit Kansas with the item(s) or material(s) listed in this bid for a total price of \$ 13,682.19. This is FOB, 502 E. 12<sup>th</sup> Street, Beloit Kansas 67420-0567

Estimated delivery time: 4-6 weeks

Tax Not Included.

I understand that this bid is to be guaranteed for no less than Thirty (30) days from the date of bid opening.

Bidder (NAME OF FIRM) WESCO

AUTHORIZED SIGNATURE Mark Meyer

TELEPHONE 712-454-1081 DATE 9/28/16

All contractors and/or subcontractors must show proof of workman's comp liability insurance before any bid will be considered or accepted.

**beloitsystems@nckcn.com**

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**From:** Meyer, Mitchell <MMeyer@wescodist.com>  
**Sent:** Wednesday, September 28, 2016 4:14 PM  
**To:** beloitsystems@nckcn.com  
**Cc:** Myers, Mike  
**Subject:** RE: [EXTERNAL] Street Light Bid: LED Light #092916  
**Attachments:** CITYOFBELOIT USSL 482-0001327.pdf; CITYOFBELOIT VERD 482-0001327.pdf; Scanned from a Xerox Multifunction Device.pdf

Pricing attached with spec sheets included.

Thanks!

*\*Below is my new Direct Dial Phone #.*

*Mitch Meyer*

Inside Sales Representative

WESCO Distribution Inc.

[mmeyer@wesco.com](mailto:mmeyer@wesco.com)

**DIRECT PHONE – 712-454-6081**

General Phone – 712-255-7634

Fax - 712-255-3482

Cell – 712-431-6142

[http://www.wesco.com/terms and conditions of sale.pdf](http://www.wesco.com/terms_and_conditions_of_sale.pdf)

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**From:** [beloitsystems@nckcn.com](mailto:beloitsystems@nckcn.com) [<mailto:beloitsystems@nckcn.com>]  
**Sent:** Thursday, September 22, 2016 3:57 PM  
**To:** Kriz-Davis; Stanion Wholesale; Stanion Wholesale; 'Jerry Hake'; Meyer, Mitchell; Myers, Mike; Greer, Tom  
**Cc:** Mandy Lomax; Jason Rabe  
**Subject:** [EXTERNAL] Street Light Bid: LED Light #092916

Attached is the bid sheet for LED Street Lights. I need these back as soon as possible to be able to get this on the next City Council Agenda. I have put a date of 9/29/16 on the bid sheet but the sooner I can get them back the easier for me to get things in order. I am so sorry for the short notice.

Eve Flynn  
System Operations  
City of Beloit  
785-738-3781

PROPOSAL SHEET

FOR BID: LED Light #092916

I propose to supply the City of Beloit Kansas with the item(s) or material(s) listed in this bid for a total price of \$ 14,988.00 . This is FOB, 502 E. 12<sup>th</sup> Street, Beloit Kansas 67420-0567

Estimated delivery time: 5-7 Weeks ARO

I understand that this bid is to be guaranteed for no less than Thirty (30) days from the date of bid opening.

Bidder (NAME OF FIRM) Kriz-Davis Company

AUTHORIZED SIGNATURE

TELEPHONE (785) 827-4497 DATE 9/26/2016

All contractors and/or subcontractors must show proof of workman's comp liability insurance before any bid will be considered or accepted.



232 N 3RD ST  
 SALINA, KS 67401-2322  
 785-827-4497  
 Fax 785-827-8166



# Quotation

EXPIRATION DATE	QUOTE NUMBER
10/26/2016	S101416585
232 N 3RD ST SALINA, KS 67401-2322 785-827-4497 Fax 785-827-8166	PAGE NO.
	1 of 1

QUOTE TO:

SHIP TO:

CITY OF БЕЛОIT  
 PO BOX 567  
 БЕЛОIT, KS 67420-0567

CITY OF БЕЛОIT  
 502 E 12TH ST  
 БЕЛОIT, KS 67420-1409

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	REQUIRED DATE
6520	LED Light # 092916		09/26/2016
ENTERED BY		SHIP VIA	FREIGHT ALLOWED
LUKE RACETTE		BIG TRUCK WED	No
ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
30ea	CPU VERD-A018-E-8-T3-7060-AP VERDEON LED ROADWAY LUMINAIRE, 1 LED SQUARE, NON-DIMMINING, 480 VOLT TYPE III, 70CRI/5700L CCT, GREY *	190.000/ea	5700.00
27ea	CPU USSL-A01-D-U-T5-SA-BZ-7050-4 USSL LED AREA LUMINAIRE, 1 LED SQUARE (6100 LUMENS), 0-10V DIMMING DRIVER, UNIVERSAL (120-277V) DRIVER, TYPE V, STANDARD VERSATILE ARM, 70CRI/5000K CCT, NEMA 3-PIN TWISTLOCK PHOTOCONTROL RECEPTACLE, BRONZE *	344.000/ea	9288.00

\*\*\*\*\* Unless otherwise noted quotes expire in 30 days \*\*\*\*\*  
 \*\*\*\* Sales Tax, Freight, and Misc Items may not be included \*\*\*\*  
 No returns without prior approval. All returns must be accompanied  
 by a copy of the invoice and are subject to a restocking charge.  
 No returns allowed on non-stocked items or cut wire.

Subtotal	14988.00
S&H Charges	0.00
Amount Due	14988.00



## CITY OF BELOIT

119 North Hersey  
Box 567  
Beloit, Kansas 67420

The City of Beloit, Kansas, 119 North Hersey, Box 567, Beloit, Kansas, will be accepting bids at the office of the City Clerks until:

**TIME: 2:00 P.M.**  
**DATE: 09/29/16**

For the purchase of the following item(s) or material(s):

Eaton LED street light # VERD-A018-E-8-T3-7060-AP - Qty 30  
Eaton LED street light # USSL-A01-D-U-T5-BZ-7050-4 - Qty 27

All item(s) or material(s) are to be bid FOB, Beloit, KS.  
All bids submitted in an envelope are to be prominently marked:

**BID: LED Light # 092916**

**All bids submitted by fax or email will need to have a follow up signed bid in an envelope and is to be prominently marked:**

**BID: LED Light # 092916**

All bids received by the closing date and time will be publicly opened and read aloud at the time and date above in the office of the City Clerk, 119 North Hersey, Beloit, Kansas.

**All bids must have a Spec. Sheet attached.**

**If for some reason you deviate from specs listed above, you will need to attach sheet with an explanation for deviation and items or materials changed.**

**The City of Beloit, reserves the right to select the best bid, waiver formalities and reject any and all bids.**

For additional information on bid specifications, contact Ron Sporleder, Director of System Operations, at (785) 738-3781.

For additional information on results of the bid opening, contact the Office of the City Clerk, (785) 738-3551

Mandy Lomax  
Director of Finance / City Clerk

PROPOSAL SHEET

FOR BID: LED Light #092916

I propose to supply the City of Beloit Kansas with the item(s) or material(s) listed in this bid for a total price of \$ 15,600.00. This is FOB, 502 E. 12<sup>th</sup> Street, Beloit Kansas 67420-0567

Estimated delivery time: 4-6 WKS ARO

I understand that this bid is to be guaranteed for no less than Thirty (30) days from the date of bid opening.

Bidder (NAME OF FIRM) Stanion Wholesale Electric

AUTHORIZED SIGNATURE Bernie Adair

TELEPHONE 785-628-8922 DATE 9/23/14

All contractors and/or subcontractors must show proof of workman's comp liability insurance before any bid will be considered or accepted.



## ITEMS FOR COUNCIL DISCUSSION

**DATE:**

October 4, 2016

**TITLE:**

WORK SESSION DISCUSSION

**DISCUSSION:**

Items for discussion at your October 4<sup>th</sup>, 2016 Work Session will include the following:

1. Non-Elected Personnel Discussion
2. Dunstan Opt Out Discussion/Recycling

Respectfully submitted,

Jason Rabe  
City Administrator



**Memo**  
**10/04/2016**  
**Subject: Garbage Opt Out/Recycling**

Mayor and Council:

At our last meeting on September 20, 2016, the City of Beloit awarded our residential garbage contract to Hiserote Trash Service. At that meeting Dunstan Trucking, LLC., who was the previous garbage hauler contracted through Mitchell County, requested that we consider his existing recycling customers be allowed to opt out in order to continue service to Dunstan Trucking, LLC.

On Monday, September 26, 2016, Katie Schroeder, Dunstan Trucking, LLC., and myself met to discuss what they were proposing in order to condense the request for council to discuss. First, here are their prices:

- |  |                               |
|--|-------------------------------|
| 1. Current recycling only charge-                          | \$15.00                       |
| 2. Current garbage (county contract) and recycling charge- | \$30.62                       |
| 3. Proposed total charge for recycling and garbage-        | \$22.00                       |
| 4. If no opt out, citizen cost if recycling desired-       | $\$13.95 + \$15.00 = \$28.95$ |

During our discussion these were the options that we identified:

1. Do not allow opt out- no other changes
  - a. RFP states that all garbage would be contracted to winner
  - b. Would simplify billing
2. Do not allow opt out, however encourage or develop recycling piece for citizen utility signup
  - a. Position Dunstan as a preferred recycling service -OR-
  - b. Provide brochure at utility signup about Dunstan's service -OR-
  - c. Educate citizens about importance of recycling and options to do so
3. Allow opt out
  - a. This may be an issue based on how the RFP is written
  - b. Potentially it is a cost savings for citizens desiring both services
  - c. However, it is still less than what they have been paying currently
  - d. Consider only existing recycling, or all new recycling customers as well

My recommendation would be to not allow the opt out, as is currently the policy, however develop a strategy to utilize the recycling program through Dunstan. I believe this is a responsible thing to do in regards to conserving our resources, long term it potentially lowers our waste tonnage which helps control landfill costs and will keep a control on our waste hauling contract.

I have enclosed a piece we have from Dunstan currently in the utility sign up regarding the garbage pickup. A piece like this will be designed for the new contract, and it is along these lines that a recycling program/recommendation/encouragement would be created.

As our garbage program matures, I would recommend future contracts be bid with recycling, yard waste, garbage, and trash amnesty be included.

Sincerely,

Jason Rabe  
City Administrator

