



119 North Hersey Avenue
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www.beloitks.org

CITY COUNCIL AGENDA

Tuesday, December 6, 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
 - C. Police Chief Report
 - D. Community Development Report
4. PUBLIC HEARING
 - A. Levying Assessments for 10th Street Improvements
5. CONSENT AGENDA
 - A. 11/15/2016 City Council Meeting Minutes
 - B. Appropriations 12A
6. ORDINANCES
 - A. Ordinance 2197 Levying Assessments for 10th Street
7. RESOLUTIONS
 - A. Resolution 2016-19 E-Waste Service Agreement
 - B. Resolution 2016-20 Hiserote Solid Waste Contract

8. FORMAL ACTIONS
 - A. Purchase Vactron Hyrdovac
9. CLOSED SESSION
 - A. None
10. ADJOURNMENT

WORK SESSION AGENDA

1. CORRESPONDENCE AND STAFF REPORTS
 - A. City Attorney Report
 - B. City Administrator Report
2. DISCUSSION ITEMS
 - A. Dog Licensing
 - B. Purchasing Policy
 - C. Contract Approval
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
November 15, 2016

The Beloit City Council met in regular session on November 15, 2016 in the Council Chambers. Mayor Tom Naasz called the meeting to order at 7:00 p.m. Council Members in attendance were Andrew Grabon, Raymond Pontow, Kent Miller, Lee McMillan, Tony Gengler, Matt Otte, Lloyd Littrell. Also present were, City Attorney Katie Schroeder, City Administrator Jason Rabe, and Deputy City Clerk Jessica Rosebaugh.

Department heads in attendance were Dave Elam.

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

Councilor Grabon commented on the Beloit Concert Series and the Beloit High School musical on what a great job both did and was well attended. Councilor Miller commented about the Beloit High School play and the Veteran's Day Parade. Mayor Naasz also commented on the Veteran's Day Parade.

City Administrator Jason Rabe reported on the following: 1. The water pilot testing and the reverse osmosis tuning. 2. The solid waste contract with Hiserote Trash Company. 3. K-14 project still going on and should be opened by the end of the month. 4. The railroad crossing on South Hersey. 5. Letter insert about water in the next billing cycle.

Public Comment by Carol Torkelson on the final hearing for the Housing/Rehab CDBG Grant. Carol commented that the grant enabled rehabilitation on 14 homes and demolished 14 dilapidated unfit structures. The grant was for \$400,000.00 and an additional \$52,000.00 was provided by the City of Beloit. Carol brought copies of data and pictures of the upgraded homes and demolished unfit structures. Carol read a thank you letter from a citizen that benefited from the grant funding.

A motion was made by Councilor Pontow and seconded by Councilor Otte to approve the Nov 4, 2016 Council Meeting Minutes and Appropriations 11B in its entirety. Roll call vote yeas: McMillan, Gengler, Otte, Grabon, Littrell, Miller and Pontow. Nays: None.

Ordinance 2196 HEAL Committee was presented to Council for approval. A motion was made by Councilor Grabon and seconded by Councilor McMillan to approve Ordinance 2196 HEAL Committee. Roll call vote yeas: Gengler, Grabon, Pontow, Littrell, McMillan, Miller, and Otte. Nays: None.

Resolution 2016-17 Murrow Farm Lease contract was presented to Council for approval. A motion was made by Councilor Miller and seconded by Councilor Gengler to approve Resolution 2016-17 Murrow Farm Lease Contract subject to change that was requested by

Councilor Miller. Roll call vote yeas: Gengler, Grabon, Pontow, Littrell, McMillan, Miller, and Otte. Nays: None.

Resolution 2016-18 Fire Truck Lease was presented to Council for approval. A motion was made by Councilor Grabon and seconded by Councilor Littrell to approve Resolution 2016-18 Fire Truck Lease. Roll call vote yeas: Gengler, Grabon, Pontow, Littrell, McMillan, Miller, and Otte. Nays: None.

Staff is recommending that Council approve the Wire Bid from Kris-Davis in the amount of \$6,510.00. The funding is available from line item 53-43-8300. A motion was made by Councilor McMillan and seconded by Councilor Gengler to approve the Wire Bid from Kris-Davis in the amount of \$6,510.00. Motion carried 7-0. Nays None.

Staff is recommending that Council approve the cancellation of the Kohler Lease Agreement. A motion was made by Councilor McMillan and seconded by Councilor Pontow to approve the cancellation of the Kohler Lease Agreement. Motion carried 7-0. Nays None.

A motion was made by Councilor Grabon and seconded by Councilor Pontow to go into Closed Session for Non-Elected Personnel for a period of 5 minutes with City Attorney Katie Schroeder and City Administrator Jason Rabe. Motion carried 7-0. Nays: None. Time Started: 7:30 p.m. Time Ended: 7:35 p.m

A motion was made by Councilor McMillan and seconded by Councilor Pontow to adjourn the meeting. Motion carried 7-0. The meeting ended at 7:36 p.m.

Work Session started 7:36 p.m. Council Members in attendance were Andrew Grabon, Raymond Pontow, Lee McMillan, Tony Gengler, Matt Otte, Lloyd Littrell, and Kent Miller. Also present were, City Attorney Katie Schroeder, City Administrator Jason Rabe, and Deputy City Clerk Jessica Rosebaugh.

Department heads in attendance were Dave Elam.

City Attorney Katie Schroeder said the contract for trash was close and would be done soon. She also said she would be writing a contract up for e-waste recycling stating the City would be willing to work with the recycling company.

City Administrator Jason Rabe talked about 1. E-waste and recycling. 2. The airport farm lease renewal. 3. Transportation Department fixed the water way on the Murrow Farm. 4. North Campus lots and zoning. 5. Going forward on councilors and council ward zones.

Work Session Ended: 8:09 p.m.

TOM NAASZ, Mayor

ATTEST:

JESSICA ROSEBAUGH, City Clerk

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name		Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status	Credit
	Account#			Work Order		Description			Debit		Credit
6 ABRAM READY-MIX, INC											
68311	12/8/2016	12/8/2016		233.42	25213					Posted	
	41-00-8415					2.25 YDS. CONCRETE			233.42 ✓		0.00
68358	12/8/2016	12/8/2016		739.60	25530		25753			Posted	
	53-43-6150					FLOWABLE, SACK			739.60 ✓		0.00
68359	12/8/2016	12/8/2016		425.92	25458		25745			Posted	
	53-43-6150					FLOWABLE			425.92 ✓		0.00
1060 ACCURATE LABS											
68312	12/8/2016	12/8/2016		702.93	SU25172					Posted	
	51-41-6170					LAB SUPPLIES			702.93 ✓		0.00
11 ADVANCE INSURANCE COMPANY											
68313	12/8/2016	12/8/2016		781.64			26602			Posted	
	21-00-2100					DEC. 2016 LIFE INS. PREMIUMS			781.64 ✓		0.00
767 AIRGAS MID SOUTH INC											
68360	12/8/2016	12/8/2016		229.93	9057204693		25756			Posted	
	53-41-6230					ARGON/CO2			86.73 ✓		0.00
	51-41-7440					GLOVES			143.20 ✓		0.00
									229.93 ✓		0.00
2373 ALFRED BENESCH & COMPANY											
68314	12/8/2016	12/8/2016		1,889.25	99416		26550			Posted	
	30-00-3000					PROFESSIONAL SERV 10/3/16-10/30/16			1,889.25 ✓		0.00
813 AMERIPRIDE SERVICES INC.											
68315	12/8/2016	12/8/2016		118.75	2300731516		25972			Posted	
	10-13-4300					FLOOR MATS			118.75 ✓		0.00
68316	12/8/2016	12/8/2016		90.48	2300733085		CLARK740			Posted	
	10-15-6000					SHOP TOWELS-RUGS			90.48 ✓		0.00
2272 APPLIED CONCEPTS, INC.											
68317	12/8/2016	12/8/2016		2,312.50	296922		25977			Posted	
	10-13-7470					RADAR/ANTENNA/DASH MOUNT			2,312.50 ✓		0.00
2634 TYLER BAILEY											
68318	12/8/2016	12/8/2016		16.65			25722			Posted	
	51-41-3000					REIMBURSEMENT FOR MEAL			16.65 ✓		0.00
3050 BELOIT MINISTERIAL ASSOCIATION											
68415	12/8/2016	12/8/2016		50.00			26010			Posted	
	10-12-3320					RESTITUTION-CASE 201600163-T. CLAF			50.00 ✓		0.00
75 BELOIT MOTOR COMPANY											
68319	12/8/2016	12/8/2016		20.30	25974		25974			Posted	
	10-13-4310					TUBE			20.30 ✓		0.00
88 BLUE CROSS & BLUE SHIELD INSURANCE											
68320	12/8/2016	12/8/2016		69,778.10			26601			Posted	
	21-00-2100					DEC. 2016 HEALTH INS. PREMIUMS			69,778.10 ✓		0.00
2800 BLUE VALLEY COMMUNICATIONS/NETWORKS PLUS											
68321	12/8/2016	12/8/2016		10.00	10540846		26603			Posted	
	10-11-3360					PRO-RATED BALANCE ON SERVICE CO			10.00 ✓		0.00
1514 RAYMOND BUDKE											
68322	12/8/2016	12/8/2016		150.00			CLARK741			Posted	
	10-15-2911					REIMBURSEMENT FOR BOOTS			150.00 ✓		0.00
142 CHAMBER OF COMMERCE											
68328	12/8/2016	12/8/2016		35.00	1762		25585			Posted	
	10-17-6800					CHAMBER CHECKS-FIT WALK & PRU IN			35.00 ✓		0.00
1200 CHEMQUEST, INC.											
68361	12/8/2016	12/8/2016		178.00	4956		25754			Posted	
	53-41-6170					ALKALINITY BUILDER			178.00 ✓		0.00
68362	12/8/2016	12/8/2016		2,664.00	4941		25736			Posted	
	53-41-6170					CQ2000 LB			2,664.00 ✓		0.00
2906 CINTAS CORPORATION											
68323	12/8/2016	12/8/2016		154.78	5006513057		CLARK742			Posted	
	25-00-3000					FIRST AID SUPPLIES			154.78 ✓		0.00

Accounts Payable Detail Listing

City of Beloit

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	<u>Account#</u>	<u>Work Order</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>						
1223	EXCEL SECURITY SYSTEMS (continued)										
68324	12/8/2016	12/8/2016	167.88 5214			26563				Posted	
	10-11-3000		1 YR CONTRACT FOR 2017	167.88 ✓	0.00						
265	GREAT PLAINS LANDSCAPE										
68329	12/8/2016	12/8/2016	4,028.00 9548			25587				Posted	
	23-00-7490		RIVERFRONT LANDSCAPE	4,028.00 ✓	0.00						
1221	INTERNATIONAL CODE COUNCIL										
68325	12/8/2016	12/8/2016	149.08 1000732523			26528				Posted	
	10-11-6000		CODE BOOKS	149.08 ✓	0.00						
2896	KA-COMM, INC.										
68326	12/8/2016	12/8/2016	23.06 143383			25968				Posted	
	10-13-5320		SHIPPING FOR REPAIR	23.06 ✓	0.00						
347	KANSAS CORRECTIONAL INDUSTRIES										
68327	12/8/2016	12/8/2016	277.73 171464			26548				Posted	
	10-13-7420		SEAT COVERS	277.73 ✓	0.00						
370	KANSAS ONE CALL SYSTEM INC										
68363	12/8/2016	12/8/2016	52.00 6110161			26606				Posted	
	53-43-3000		LOCATES	17.34 ✓	0.00						
	51-43-3000		LOCATES	17.33 ✓	0.00						
	52-43-3000		LOCATES	17.33 ✓	0.00						
				52.00 ✓	0.00						
2270	KANSAS STATE SURPLUS PROPERTY										
68364	12/8/2016	12/8/2016	6.25 44794			25752				Posted	
	53-43-6110		OFFICE SUPPLIES	6.25 ✓	0.00						
68365	12/8/2016	12/8/2016	59.40 58			25751				Posted	
	53-43-7450		HAMMER, WRENCH, TOOLS, SUPPLIES	59.40 ✓	0.00						
2249	KDHE - STORAGE TANK SECTION										
68330	12/8/2016	12/8/2016	30.00 AST. REG.			CLARK744				Posted	
	10-22-3000		REGISTRATION FOR 3 FUEL TANKS	30.00 ✓	0.00						
1887	KMEA GRDA OPERATING FUND										
68332	12/8/2016	12/8/2016	123,019.87 GRDA-BE-16-12			25710				Posted	
	53-41-6220		DECEMBER SERVICE	123,019.87 ✓	0.00						
2140	KMEA RESERVE FUND										
68331	12/8/2016	12/8/2016	250.00 KMEA-BL-16-11			26553				Posted	
	10-11-2400		ANNUAL CONFERENCE 2016- J. RABE	125.00 ✓	0.00						
	53-41-2400		ANNUAL CONFERENCE 2016- M. MILBEI	125.00 ✓	0.00						
				250.00 ✓	0.00						
556	KMEA WAPA OPERATING FUND										
68333	12/8/2016	12/8/2016	16,713.59 WAPA-BL-16-11			25709				Posted	
	53-41-6220		NOVEMBER SERVICE	16,713.59 ✓	0.00						
395	KRIZ-DAVIS CO										
68366	12/8/2016	12/8/2016	2,435.16			25761				Posted	
	53-43-7450		S101436543.001-VOLT METER	2,446.86 ✓	0.00						
	53-43-2911		S101452524.001-RETURN FROM S10141	0.00	26.26 ✓						
	53-43-2911		S101438406.001-RETURN FROM S10141	0.00	34.12 ✓						
	53-43-2911		S101418472.005-RAIN GEAR	48.68 ✓	0.00						
				2,495.54 ✓	60.38						
68367	12/8/2016	12/8/2016	1,436.29			25760				Posted	
	53-43-6000		S101442319.001-COMPRESSION CONN	21.14 ✓	0.00						
	53-43-6000		S101412396.001-LIMITING FUSES	1,262.94 ✓	0.00						
	53-43-6000		S101443096.001-COMPRESSION CONN	126.95 ✓	0.00						
	53-43-6000		S101448365.001-COMPRESSION CONN	25.26 ✓	0.00						
				1,436.29 ✓	0.00						
1037	LATTIN AVIATION-TRAVIS LATTIN										
68334	12/8/2016	12/8/2016	1,200.00			26568				Posted	
	10-22-3000		SERVICE CONTRACT-DECEMBER	1,200.00 ✓	0.00						
188	LAWSON PRODUCTS INC										
68368	12/8/2016	12/8/2016	220.39 9304514032			25739				Posted	
	53-41-6000		HAND CLEANER, DEODORIZER, ATOMI	220.39 ✓	0.00						

Accounts Payable Detail Listing

City of Beloit

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	<u>Account#</u>			<u>Work Order</u>		<u>Description</u>			<u>Debit</u>		<u>Credit</u>
405	LEAGUE OF KS MUNICIPALITIES (continued)										
68336	12/8/2016	12/8/2016		220.00				26552		Posted	
	10-11-2400					16-3258-KACM CONF. REG.-J. RABE			195.00✓		0.00
	10-11-2400					16-3228-ASSET FORFEITURE WEBINAR			25.00✓		0.00
									220.00✓		0.00
409	LIGHT & WATER UTILITIES										
68337	12/8/2016	12/8/2016		23,015.66				26564		Posted	
	10-11-6220					ADMIN			1,394.64✓		0.00
	10-11-6220					ADMIN SHARE			22.56✓		0.00
	10-13-6220					PD SHARE			22.56✓		0.00
	51-41-6220					WATER SHARE			22.57✓		0.00
	10-14-6220					FIRE DEPT			246.45✓		0.00
	10-15-6220					TRANSPORTATION			388.37✓		0.00
	10-18-6220					PARKS & REC			1,196.58✓		0.00
	10-20-6220					CEMETERY			78.97✓		0.00
	10-22-6220					AIRPORT			378.59✓		0.00
	51-41-6220					WATER PLANT			5,184.37✓		0.00
	52-41-6220					SEWER PLANT			7,855.46✓		0.00
	53-41-6220					POWER PLANT			177.13✓		0.00
	51-43-6220					WATER SYSTEMS			232.43✓		0.00
	52-43-6220					SEWER SYSTEMS			232.43✓		0.00
	53-43-6220					SYSTEMS OP SHARE			232.44✓		0.00
	51-43-6220					SYSTEMS OP SHARE			30.27✓		0.00
	52-43-6220					SYSTEMS OP SHARE			30.27✓		0.00
	53-43-6220					SYSTEMS OP SHARE			30.27✓		0.00
	10-13-6220					PD SHARE			30.26✓		0.00
	53-43-6220					ELECTRIC SYSTEMS			63.38✓		0.00
	10-19-6220					NORTH CAMPUS			5,034.92✓		0.00
	10-21-6220					POOL			109.38✓		0.00
	10-13-6220					PD			21.36✓		0.00
									23,015.66✓		0.00
1980	MANDY LOMAX										
68383	12/8/2016	12/8/2016		168.48				26238		Posted	
	10-11-5800					MILEAGE TO WICHITA-MUNI CLERKS IN			168.48✓		0.00
2799	DIANA MARCOTTE										
68369	12/8/2016	12/8/2016		150.00				25578		Posted	
	10-18-2911					BOOT REIMBURSEMENT			150.00✓		0.00
2069	COLLEEN MCKEON										
68370	12/8/2016	12/8/2016		112.32				26547		Posted	
	10-11-5800					MILEAGE FOR 2016 LOG BOOK			112.32✓		0.00
1160	MID STATES ENERGY WORKS INC										
68371	12/8/2016	12/8/2016		1,437.52	4778			25763		Posted	
	53-41-4360					LABOR, MILEAGE, INSULATORS			1,437.52✓		0.00
1018	MANFRED MILBERS										
68372	12/8/2016	12/8/2016		150.00				25750		Posted	
	53-41-2911					REIMBURSEMENT FOR BOOTS			150.00✓		0.00
2804	JEFF MINER										
68373	12/8/2016	12/8/2016		240.84				26549		Posted	
	51-41-5800					MILEAGE REIMBURSEMENT-446 MILES			240.84✓		0.00
470	MITCHELL COUNTY SOLID WASTE										
68374	12/8/2016	12/8/2016		5.60	8055			CLARK475		Posted	
	10-22-3000					LUMBER DISPOSAL			5.60✓		0.00
68375	12/8/2016	12/8/2016		8.00	3971					Posted	
	52-41-3000					DISPOSAL OF SCREENINGS			8.00✓		0.00
469	MITCHELL COUNTY TREASURER										

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
469 MITCHELL COUNTY TREASURER (continued)									
68376	12/8/2016	12/8/2016	91,749.98		26565				Posted
	10-11-3000			S RIVER ST				0.61 ✓	0.00
	10-11-3000			BROADWAY LOT				616.42 ✓	0.00
	10-11-3000			HWY 24 (NOT MOTEL)				954.06 ✓	0.00
	10-22-3000			MEADOWLARK LANE				549.74 ✓	0.00
	10-22-3000			W 8TH (AIRPORT)				1,617.58 ✓	0.00
	52-41-3000			LAND N SEWER PLANT				4,211.70 ✓	0.00
	30-00-3000			NORTH CAMPUS				83,799.87 ✓	0.00
								<u>91,749.98 ✓</u>	0.00
342 MUNICIPAL SUPPLY INC. OF NEBRASKA									
68377	12/8/2016	12/8/2016	545.18						Posted
	41-00-8415			0642594-IN-COMPRESSION COUPLER				128.13 ✓	0.00
	41-00-8415			0641875-IN-REPAIR CLAMP				139.85 ✓	0.00
	41-00-8415			0641876-IN-TOP HAT W/LIDS				277.20 ✓	0.00
								<u>545.18 ✓</u>	0.00
68378	12/8/2016	12/8/2016	1,428.43						Posted
	41-00-8415			0641488-IN-TAPPING FITTINGS				420.29 ✓	0.00
	41-00-8415			0641489-IN-MJ GATE VALVE & GLAND				1,008.14 ✓	0.00
								<u>1,428.43 ✓</u>	0.00
2938 NCK TOOLS									
68379	12/8/2016	12/8/2016	2,995.01	11011616120	25732				Posted
	10-13-3360			VEHICLE SCANNER				599.00 ✓	0.00
	52-41-7450			VEHICLE SCANNER				599.00 ✓	0.00
	10-15-7450			VEHICLE SCANNER				599.00 ✓	0.00
	53-41-4330			VEHICLE SCANNER				599.00 ✓	0.00
	53-43-7450			VEHICLE SCANNER				599.01 ✓	0.00
								<u>2,995.01 ✓</u>	0.00
494 NEBRASKA MUNICIPAL POWER POOL									
68380	12/8/2016	12/8/2016	6,229.00	28724	26600				Posted
	10-11-3360			2017 SUPPORT PLAN				6,229.00 ✓	0.00
2301 NEX-TECH WIRELESS									
68381	12/8/2016	12/8/2016	95.50	4847474	26571				Posted
	25-00-7450			STREET DEPT.-PHONE BILL				95.50 ✓	0.00
68382	12/8/2016	12/8/2016	169.48	4827601	25971				Posted
	10-13-5310			PD PHONES				169.48 ✓	0.00
2832 NEX-TECH, INC.									
68384	12/8/2016	12/8/2016	1,312.50	0000403305	25967				Posted
	10-13-3360			PD NOV. CHARGES				1,312.50 ✓	0.00
68385	12/8/2016	12/8/2016	65.70						Posted
	52-41-6110			MA-22414-CAT 5 CORD				39.75 ✓	0.00
	52-41-6110			MA-22568-KEYBOARD & USB CABLE				25.95 ✓	0.00
								<u>65.70 ✓</u>	0.00
496 NORTH CENTRAL REGIONAL PLANNING									
68387	12/8/2016	12/8/2016	2,500.00	2194	26607				Posted
	30-00-3000			REQUEST #4-PROJECT CLOSE-OUT				2,500.00 ✓	0.00
1391 NRG ENERGY SERVICES LLC									
68386	12/8/2016	12/8/2016	166.73	3000100334	25740				Posted
	53-41-4360			GASKET, PUMP, GEAR, SEAL KIT				166.73 ✓	0.00
2897 OFFICE DEPOT									
68388	12/8/2016	12/8/2016	197.21	877332292001	25970				Posted
	10-13-6000			INK, TRASH BAGS, OFFICE SUPPLIES				81.24 ✓	0.00
	10-12-6110			INK, TRASH BAGS, OFFICE SUPPLIES				115.97 ✓	0.00
								<u>197.21 ✓</u>	0.00
2366 OLSSON ASSOCIATES									
68389	12/8/2016	12/8/2016	2,135.00	264564	25741				Posted
	53-41-3000			RICE RECERTIFICATION TESTING				2,135.00 ✓	0.00
1263 PRAIRE FIRE COFFEE ROASTERS									

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
1263 PRAIRE FIRE COFFEE ROASTERS (continued)										
68391	12/8/2016	12/8/2016		89.83	893340		25731			Posted
	53-43-3000				COFFEE				29.95✓	0.00
	52-43-3000				COFFEE				29.94✓	0.00
	51-43-3000				COFFEE				29.94✓	0.00
									<u>89.83</u> ✓	<u>0.00</u>
68392	12/8/2016	12/8/2016		43.40	893347		CLARK746		43.40✓	Posted 0.00
	10-15-6000				COFFEE					
3020 JASON RABE										
68393	12/8/2016	12/8/2016		5,221.40			26605			Posted
	10-11-5800				OCT. MILEAGE-247.20 M @ .54/MILE				133.49✓	0.00
	10-11-5800				MOVING EXP. REIMBURSEMENT				5,000.00✓	0.00
	10-11-5310				PHONE REIMBURSEMENT-OCT.				87.91✓	0.00
									<u>5,221.40</u> ✓	<u>0.00</u>
2979 RAY'S APPLE MARKET										
68394	12/8/2016	12/8/2016		65.57	0535		25749			Posted
	53-41-6000				ERA, BOUNTY, CLOROX, CREAMER, CU				65.57✓	0.00
68395	12/8/2016	12/8/2016		29.81	83551		CLARK747			Posted
	10-15-6000				TP, NAPKINS, DISINFECTANT, SUPPLIE				29.81✓	0.00
321 RICOH USA, INC										
68396	12/8/2016	12/8/2016		310.88	97878000		26569			Posted
	10-11-3360				RICOH RENTAL-DECEMBER				310.88✓	0.00
575 SAGE PRODUCTS										
68397	12/8/2016	12/8/2016		181.00	0064274-IN		25742			Posted
	53-41-6000				SIERRA PAPER TOWELS				181.00✓	0.00
603 SEWELL'S MACHINE SHOP										
68398	12/8/2016	12/8/2016		16.00	014270		25975			Posted
	10-13-3510				PART FOR K-9 UNIT				16.00✓	0.00
2816 DELMAR SHOEMAKER										
68399	12/8/2016	12/8/2016		500.00			26009			Posted
	10-12-3320				RESTITUTION DUE FROM CASE 201400				500.00✓	0.00
2845 SHOPKO STORES OPERATING CO., LLC										
68400	12/8/2016	12/8/2016		73.97	7780					Posted
	52-41-6000				OFFICE & LAB SUPPLIES				73.97✓	0.00
640 ST JOHN'S HIGH SCHOOL										
68402	12/8/2016	12/8/2016		75.00			26554			Posted
	10-11-5400				1/4 PAGE AD IN YEARBOOK				75.00✓	0.00
84 ST JOHN'S SCHOOL - CROSSWALK GUARD										
68401	12/8/2016	12/8/2016		85.00			26566			Posted
	10-13-3000				CROSSWALK-17 DAYS @ 5.00				85.00✓	0.00
643 STANION WHSE ELECTRIC COMPANY										
68403	12/8/2016	12/8/2016		7,110.68			25762			Posted
	53-43-6000				4195993-00-COMPRESSION CONNECTC				32.34✓	0.00
	53-43-6000				4197498-00-COMPRESSION CONNECTC				25.91✓	0.00
	53-43-6000				4197498-01-COMPRESSION CONNECTC				60.46✓	0.00
	53-43-6000				4195255-00-CUT OUTS, CROSS ARMS, E				3,036.38✓	0.00
	53-43-6000				4195255-01-CUT-OUTS				713.16✓	0.00
	53-43-6000				4195258-00-CUT-OUTS				817.56✓	0.00
	53-43-6000				4195258-01-CUT-OUTS, DISC BLADES				2,424.87✓	0.00
									<u>7,110.68</u> ✓	<u>0.00</u>
1851 TASER INTERNATIONAL										
68404	12/8/2016	12/8/2016		762.20	SI1457655		25978			Posted
	10-13-3000				TASER ASSURANCE PLAN-ANNUAL PA'				762.20✓	0.00
2958 TREKK DESIGN GROUP, LLC										
68405	12/8/2016	12/8/2016		10,622.02	16-001565		26551			Posted
	51-41-3000				WATER TREATMENT PRELIM DESIGN				10,622.02✓	0.00
704 UNIVAR USA INC										
68406	12/8/2016	12/8/2016		9,263.50	WI617210					Posted
	51-41-6170				SODA ASH 24.25 TONS				9,263.50✓	0.00

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name		Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status	Credit
	Account#			Work Order		Description			Debit		
2941	US CELLULAR (continued)										
68407	10-13-5310	12/8/2016	12/8/2016		35.98	0160924312 PD PHONES		25979	35.98 ✓	Posted	0.00
697	USD 273										
68408	10-13-3000	12/8/2016	12/8/2016		331.50	CROSSWALK-17 DAYS @ 19.50		26567	331.50 ✓	Posted	0.00
2067	VERIZON WIRELESS SERVICES, LLC										
68410	10-11-5310	12/8/2016	12/8/2016		212.78	9775483269 ADMIN		26573	59.15 ✓	Posted	0.00
	53-43-5310					SYSTEMS			47.25 ✓		0.00
	52-43-5310					SYSTEMS			38.01 ✓		0.00
	51-43-5310					SYSTEMS			38.01 ✓		0.00
	51-41-5310					WATER PLANT STAND-BY PHONE			30.36 ✓		0.00
									<u>212.78 ✓</u>		0.00
68411	10-11-5310	12/8/2016	12/8/2016		160.86	9775453460 ADMIN		26574	96.43 ✓	Posted	0.00
	10-20-5310					CEMETERY			64.43 ✓		0.00
									<u>160.86 ✓</u>		0.00
68412	53-41-5310	12/8/2016	12/8/2016		44.55	9775490912 POWER PLANT STAND-BY PHONE		26570	44.55 ✓	Posted	0.00
68413	10-13-5310	12/8/2016	12/8/2016		53.71	3487386702 PD PHONES		25966	53.71 ✓	Posted	0.00
706	VERMEER GREAT PLAINS, INC										
68409	55-00-7510	12/8/2016	12/8/2016		177,698.17	E00289 VERMEER TRENCHER & MCLAUGHLIN '		24979	177,698.17 ✓	Posted	0.00
2627	WICHITA CONCRETE PIPE COMPANY										
68414	52-43-8200	12/8/2016	12/8/2016		185.00	I0054493 48" FLAT TOP TO BE BILLED TO DENNIS			185.00 ✓	Posted	0.00
2747	LAW OFFICE OF SCOTT WRIGHT										
68335	10-12-3000	12/8/2016	12/8/2016		152.00	ATTY FEES-C. SLOGGETT-201600125		26008	152.00 ✓	Posted	0.00
					<u>579,072.90</u>	84 Non-voided payables listed.					

Report Setup
 AP - Accounts Payable Listing : Vendor Name
 Filter Options
 Starting: 12/8/2016
 Ending: 12/8/2016
 Banks: All
 Payable Status: Posted, Printed, ACH, Recorded, Voided
 All Vendors Selected

REQUEST FOR COUNCIL ACTION

DATE: 12/6/2016

TITLE: Ordinance 2197 Levying Assessments for 10th Street

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend that the City Council approve Ordinance 2197 Levying Assessments for 10th Street from Walnut Street to Poplar Street, Cooper Addition and Dodge's Addition, to the City of Beloit.

BACKGROUND:

The City of Beloit received a petition to improve 10th Street from Walnut Street to Poplar Street. This was completed with the materials being paid for by the petitioners. The cost estimate for the petitioners was \$87,365.00 and with the actual coming in at \$90,504.55. This was primarily from geometric improvements and increase flowable material needed. This works out to \$392.44 per petitioner.

FINANCIAL IMPACT:

The impact to the City of Beloit is the cost of labor and equipment which is estimated to be \$100,745.00.

OPTIONS:

DISCUSSION:

Respectfully submitted,
Jason Rabe
City Administrator

ORDINANCE NO. 2197

AN ORDINANCE LEVYING ASSESSMENTS ON LOTS, PIECES AND PARCELS OF LAND IN THE CITY OF BELOIT, KANSAS FOR THE PURPOSE OF PAYING A PORTION OF THE COSTS FOR IMPROVEMENTS CONSISTING OF CONCRETE STREET, CURB AND GUTTER; AND FURTHER PROVIDING FOR THE PAYMENT OF SAID ASSESSMENTS AND FOR THE CERTIFICATION OF UNPAID ASSESSMENTS TO THE COUNTY CLERK FO MITCHELL COUNTY, KANSAS.

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

Section 1: Special assessments to pay the cost of concrete street, curb and gutter are hereby levied against the lots, pieces, and parcels of land liable for special assessments for said improvements as follows:

10th Street from Walnut Street to Poplar Street, Cooper Addition and Dodge's Addition, to the City of Beloit, Kansas:	Total Cost: \$90,504.00
Lot 1, Block 1, Cooper Addition – Craig S. Ellenz	\$11,313.00
Lot 3, Block 1, Cooper Addition – Trenton and Michelle Harr	\$11,313.00
Lot 5, Block 1, Cooper Addition – Shane W. and Julie R. Olson	\$11,313.00
Lot 7, Block 1, Cooper Addition – Michael A. Cooper	\$11,313.00
Lot 12, Block 5, Dodge's Addition – Jeffrey J. and Lorraine J. Jensby	\$11,313.00
Lot 1, Block 5, Dodge's Addition – James A. Pillard	\$11,313.00
Lot 12, Block 4, Dodge's Addition – MGZ Enterprises, LLC	\$11,313.00
Lot 1, Block 4, Dodge's Addition – John R. and Kimberly R. Finney	\$11,313.00

Section 2: Such assessments, with accrued interest, are levied concurrent with general taxes and shall be paid in ten (10) annual installments. The first installment shall be payable at the time of the first payment of general property taxes.

Section 3: All assessments shall bear interest at a rate of six (6) percent per annum.

Section 4: The owner of any property so assessed may at any time prior to thirty (30) days from the date of publication hereof, pay the whole of this assessment against any lot or parcel of land by making such payment to the office of the city clerk.

Section 5: Assessments not paid prior to the date provided in Section 4 herein shall be certified, together with the interest accrued, or to accrue, by the city clerk to the county clerk of Mitchell County, Kansas, and collected in the manner as other taxes.

Section 6: This ordinance shall take effect and be in force from and after its publication as provided by law and shall also be filed of record in the office of the Register of Deeds of Mitchell County, Kansas.

PASSED and ADOPTED by the Governing Body and signed by the Mayor this 6th day of December, 2016

Tom Naasz, Mayor

Attest:

Amanda Lomax, City Clerk

REQUEST FOR COUNCIL ACTION

DATE: 12/6/2016

TITLE: Resolution 2016-19 E-Waste Service Agreement

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend Council approve Resolution 2016-19 E-Waste Service Agreement with REV-E3.

BACKGROUND:

REV-E3 approached the City of Beloit about collecting our e-waste going forward. The City decided to enter into an agreement to use REV-E3 for our e-waste and any needed data destruction. Katie has prepared a contract and has given REV-E3 the contract for review.

FINANCIAL IMPACT:

The only financial impact would be the disposal of CTR monitors and any requested data destruction.

OPTIONS:

1. Enter into the agreement
2. Modify the agreement
3. Deny the agreement

DISCUSSION:

Respectfully submitted,
Jason Rabe
City Administrator

RESOLUTION NO. 2016-19

A RESOLUTION APPROVING AN E-WASTE SERVICES AGREEMENT WITH REV-E3, LLC FOR THE RETRIEVAL AND DISPOSAL OF E-WASTE FROM THE CITY OF BELOIT, KANSAS DEPARTMENTS AND ADMINISTRATIVE OFFICES.

WHEREAS, the Beloit City Council desires to enter into an E-Waste Services Agreement with Rev-E3, LLC for the retrieval and disposal of e-waste from the City of Beloit, Kansas departments and administrative offices.

NOW, THEREFORE BE IT RESOLVED by the Governing Body of the City of Beloit, Kansas:

1. **Agreement.** The E-Waste Services Agreement between REV-E3, LLC and the City of Beloit, Kansas, is hereby adopted as attached hereto as **Exhibit A.**
2. **Implementation.** The Mayor is hereby authorized to execute the E-Waste Services Agreement with REV-E3, LLC and the City Manager shall be authorized to enforce the provisions as provided therein.
3. **Effective Date.** The effects of this Resolution shall be in full force after its approval by the Governing Body.

PASSED by the Governing Body and signed by the Mayor this 6th day of December, 2016.

CITY OF BELOIT, KANSAS

Tom Naasz, Mayor

ATTEST:

Amanda J. Lomax, City Clerk

EXHIBIT A

E-WASTE SERVICES AGREEMENT

City of Beloit, Kansas

and

REV-E3, LLC

December 6, 2016

E-WASTE SERVICES AGREEMENT

Now on this 6th day of December, 2016, this services agreement is entered by REV-E3 LLC, located at 200 W. 2nd St. Beloit, Kansas, and the City of Beloit, Kansas, a Kansas municipality, 119 N. Hersey Avenue, Beloit, Kansas (hereinafter "City")

The City has agreed to engage REV-E3, LLC to provide all of the services described under "Scope and Manner of Services."

1. **Scope and Manner of Services.** REV-E3, LLC shall retrieve all E-waste from the City of Beloit as requested by the City and shall be the sole entity collecting E-waste from the City of Beloit. Items to be collected shall include, but are not limited to: computers, monitors, telecommunications equipment, televisions, printers, cable equipment, and other electronics as approved by REV-E3, LLC. This services agreement shall pertain only to the City of Beloit departments and administrative offices and shall not pertain to the E-waste of the private citizens of Beloit.
2. **Cost.** There shall be no cost to the city for the retrieval of E-waste, except that REV-E3, LLC will charge a \$20.00 handling fee for all equipment which contains a cathode ray tube.
3. **Term.** This services agreement shall be for a term of one year, beginning January 1, 2017. This agreement shall automatically renew year to year unless either party provides written notice of termination at least 60 days prior to the beginning of the next term.
4. **Data Destruction.** At the request of the City, REV-E3, LLC will provide data destruction using REV-E3, LLC's tiered cost system for such data destruction. The tiered cost system for the City shall be the same provided to all other customers of REV-E3, LLC.
5. **Modification of Agreement.** No provision in the agreement shall be changed or modified without the execution of a formal amendment to the agreement, mutually agreed to by the City and REV-E3, LLC. Upon request by the City, REV-E3, LLC shall provide an estimate of cost of any additional work or services.
6. **Personnel.** REV-E3, LLC represents that it will secure at its own expense, all personnel required to perform the services called for under this agreement. None of the work or services covered by this agreement shall be subcontracted without the written approval of the City.

7. **Assignment.** REV-E3, LLC shall not assign or transfer any interest in this agreement and shall not substitute any specific individuals and/or personnel qualifications without prior written consent of the City thereto.
8. **Compliance with Laws.** REV-E3, LLC agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. REV-E3, LLC affirmatively states that payment of all local, state, and federal taxes and assessments owed by REV-E3, LLC is current.
9. **General Independent Contractor Clause.** This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that REV-E3, LLC 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. REV-E3, LLC will retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder. REV-E3, LLC 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 REV-E3, LLC and the City, and the City will not be liable for any obligation incurred by REV-E3, LLC, including but not limited to unpaid minimum wages and/or overtime premiums.
10. **Liability and Indemnity.** The parties mutually agree to the following:
 - a. In no event shall the City be liable to REV-E3, LLC 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 agreement. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this agreement.
 - b. REV-E3, LLC 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 agreement, or the work of any subcontract there under (REV-E3, LLC 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 agreement REV-E3, LLC.

- c. REV-E3, LLC 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.

11. **Insurance.** REV-E3, LLC shall secure and maintain, at its own cost and expense and at all times during the term of the agreement, 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. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Failure of REV-E3, LLC to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under this agreement.

12. **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 REV-E3, LLC 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.

13. **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.

14. **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.

15. **REV-E3, LLC's Responsibility for Subcontractors.** It is further agreed that REV-E3, LLC 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 REV-E3, LLC is for the acts and omissions of persons it directly employs. REV-E3, LLC shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all Subcontractors to REV-E3, LLC by all the terms herein set forth, insofar as applicable to the work of Subcontractors and to give REV-E3, LLC the same power regarding termination of any subcontract as the City may exercise over REV-E3, LLC under any provisions of this agreement. Nothing contained in this agreement shall create any contractual relation between the Subcontractor and the City.

16. **Waiver.** No provision of this agreement 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 agreement.

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

CITY OF BELOIT, KANSAS

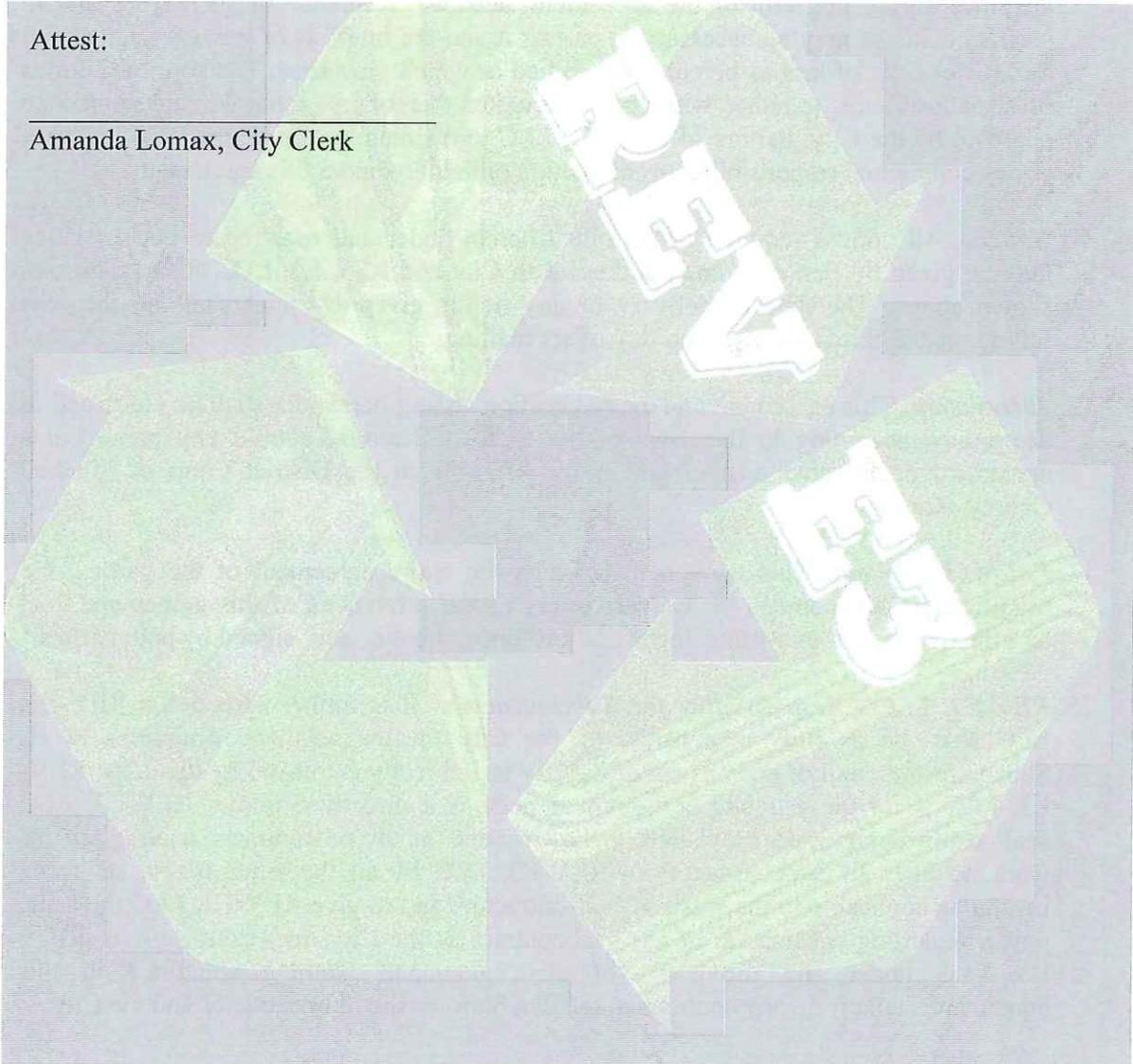
REV-E3, LLC

Tom Naasz, Mayor

Tony Salcido, CEO

Attest:

Amanda Lomax, City Clerk



REQUEST FOR COUNCIL ACTION

DATE: 12/6/2016

TITLE: Resolution 2016-20 Residential Solid Waste Collection Agreement

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend Council approve Resolution 2016-20 approving an agreement for residential solid waste collection services with Hiserote Trash Service.

BACKGROUND:

The City of Beloit, due to circumstances, has taken on the residential trash service contract. The contract for the pickup was awarded to Hiserote Trash Service. The attached contract is what has been drawn up by our attorney and has been reviewed by both parties. The contract has insurance requirements, dictates weighing requirements, stipulates trash pickup times, and has mechanisms for fuel increases and landfill fee changes.

FINANCIAL IMPACT:

This is strictly a pass through

OPTIONS:

DISCUSSION:

Respectfully submitted,
Jason Rabe
City Administrator

RESOLUTION NO. 2016-20

A RESOLUTION APPROVING AN AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION WITH JAMIE HISEROTE AND FOREST HISEROTE, DBA HISEROTE TRASH SERVICE, FOR A FIVE YEAR AGREEMENT FOR THE COLLECTION AND DISPOSAL OF RESIDENTIAL SOLID WASTE WITHIN THE CITY OF BELOIT, KANSAS.

WHEREAS, the Beloit City Council desires to enter into an Agreement for Residential Solid Waste Collection with Jamie Hiserote and Forest Hiserote, dba Hiserote Trash Service, for a five year agreement for the collection and disposal of residential solid waste within the City of Beloit.

NOW, THEREFORE BE IT RESOLVED by the Governing Body of the City of Beloit, Kansas:

1. **Agreement.** The Agreement for Residential Solid Waste Collection between Jamie Hiserote and Forest Hiserote, dba Hiserote Trash Service and the City of Beloit, Kansas, is hereby adopted as attached hereto as **Exhibit A.**
2. **Implementation.** The Mayor is hereby authorized to execute the Agreement for Residential Solid Waste Collection with Jamie Hiserote and Forest Hiserote, dba Hiserote Trash Service and the City Manager shall be authorized to enforce the provisions as provided therein.
3. **Effective Date.** The effects of this Resolution shall be in full force after its approval by the Governing Body.

PASSED by the Governing Body and signed by the Mayor this 6th day of December, 2016.

CITY OF BELOIT, KANSAS

Tom Naasz, Mayor

ATTEST:

Amanda J. Lomax, City Clerk

EXHIBIT A

AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION

City of Beloit, Kansas

and

JAMIE HISEROTE AND FOREST HISEROTE,

dba HISEROTE TRASH SERVICE

December 6, 2016

Contract for Residential Solid Waste Collection City of Beloit, Kansas

THIS CONTRACT is made and entered into this 6th day of December, 2016, by and between the City of Beloit, Kansas, a Kansas Municipality, hereinafter referred to as "City," and Jamie Hiserote and Forest Hiserote, dba Hiserote Trash Service, hereinafter referred to as "Contractor."

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

1. **SERVICES.** Contractor shall provide the weekly collection of residential solid waste within the City of Beloit, Kansas and to such customers lying outside the city limits which are water customers of the city, and transport such waste to an authorized landfill. This shall include providing all labor, equipment, materials, insurance, supervision and all other items incidental thereto and to perform all work necessary to complete the work as specified in the prescribed manner and time, for the collection of residential solid waste.
2. **TERM.** The term of this contract shall be five (5) years, commencing on January 1, 2017 and ending December 31, 2021.
3. **PAYMENT.** The City shall remit to the Contractor \$12.68 per month, per residence, for solid waste collection.

Contractor shall communicate with the City Clerk no less than once per month regarding the number of residences to be collected within the City. The City shall remit payment monthly to the Contractor by the 10th of each month.

In the event the Mitchell County per ton landfill fee shall increase, and the Contractor provided sufficient proof to the City that it has been continuously utilizing the Mitchell County landfill within the preceding six (6) month period, the parties shall negotiate an increase in rate, if necessary.

In the event local per gallon diesel prices shall increase to \$3.50 per gallon and remain at that price for a month, a fuel surcharge will be remitted to Contractor in the amount of \$0.25 per residence per month, until said diesel price decreases below \$3.50 and remains there for a month.

In the event local per gallon diesel prices shall increase to \$4.50 per gallon and remain at that price for a month, a fuel surcharge will be remitted to Contractor in the amount of \$0.50 per residence per month, until said diesel price decreases below \$4.50 and remains there for a month.

4. **COLLECTION.** Contractor shall collect residential solid waste once per week, on the same day each week, as agreed by the City and Contractor, understanding that it will take contractor two days to pick up each week. If the following holidays fall on the collection day, then collection shall occur on the Monday preceding that holiday: New Year's Day, Independence Day, Veteran's Day, Thanksgiving, and Christmas. Solid waste shall be collected between the hours of 7:00 a.m. and 5:00 p.m.

Contractor shall be required to collect residential solid waste. Bulky items and heavy accumulations as listed in the Beloit City Code, and at the discretion of the contractor, are not required to be collected. Solid waste shall be hauled and disposed at a sanitary landfill approved by the Kansas Department of Health and Environment. If waste is not disposed at the Mitchell County Landfill, Contractor shall provide proof to the City of the location of the landfill so utilized.

Containers are to be placed at the curb's edge if possible for street collection. Certain areas may be designated for alley collection. Contractor shall collect authorized residential waste that is properly placed for collection. Any unresolved disagreements between the Contractor and customer regarding location of containers shall be reported to the City and the City's decision will be binding.

5. **MONTHLY WEIGHT.** On the second week of each month, Contractor shall weigh the Beloit residential solid waste (residential only – no dumpsters) and shall provide said weigh tickets to the City Clerk. The weight can be obtained from any scale, but the same scale shall be used each month.
6. **HAULING AND TRUCKS.** Contractor shall own at least two (2) serviceable trash trucks to perform the terms and conditions of this contract. Contractor's name and cell phone number shall be visible on each truck. Contractor shall keep all equipment in a sanitary and good operating condition at all times. Leakage of liquid wastes will not be acceptable. Trash trucks shall be in clean appearance, free of leaking fluids and continuous visible exhaust.

Title to all waste shall be vested in the Contractor during the time waste is in its vehicle. Any spills shall be immediately cleaned up by the Contractor.

7. **CITY CODE; PUBLIC CONVENIENCE AND SAFETY.** Contractor shall at all times comply with the City Code of the City of Beloit, Kansas. Contractor shall keep city passageways open and is not granted exclusive use of City streets and alleys. Contractor shall handle the work in a manner that will cause the least inconvenience and annoyance to the general public and to the property owners.

- 8. INSURANCE, STATUTORY BOND, AND PERFORMANCE GUARANTEE.** A Performance Guarantee, Statutory Bond, and Insurance as hereinafter specified shall be required of the Contractor and proof of such shall be provided to the City on or before December 15, 2016, and as requested by the City throughout the contract term.
- a. Performance Guarantee.** Contractor shall submit with the executed Contract a signed Performance Guarantee. The terms of the Guarantee are such that if the Contractor faithfully and fully completes the work of this Contract, no damages will be assessed. However, should the Contractor fail to perform the work, he shall pay to the City a sum of \$5,000 as liquidated damages. Should any amount be owed the Contractor by the City, the City may withhold a maximum of \$5,000.
 - b. Statutory Bond.** Contractor shall furnish a Statutory Payment Bond in the amount of \$20,000 and shall file the bond with the City Clerk. Said Bond shall be with a Surety Company authorized to do business in the State of Kansas.
 - c. Insurance.** Contractor shall secure and maintain, throughout the duration of this contract, insurance of such types and not less than amounts as hereinafter listed. It shall be the duty of the Contractor to maintain adequate insurance coverage at all times, and his failure to do so shall not relieve him of any contractual obligation or responsibility. Failure on the part of the Contractor to maintain these insurances in full effect will be considered a breach of contract. Insurance coverage will be considered acceptable when provided in one of the following methods:
 - i. By issuance of the original policy designating the Contractor and City of Beloit, by name, as the insured parties under the provisions of the policy; or
 - ii. By endorsement to an original policy when endorsement shall extend to the City of Beloit, by name, the same coverage and protection stipulated in the paragraph above; or
 - iii. By separate contingent policy providing the required insurance coverage for the protection of the City of Beloit, by name.
 - d. Workers' Compensation.** Contractor shall carry Workers' Compensation Insurance as required by the State of Kansas.
 - e. Automobile Liability.** Contractor shall carry Automotive Liability insurance with single combined limits of at least \$500,000.
 - f. General Liability.** Contractor shall carry General Liability insurance, including Completed Operations Coverage with single combined limits of at least \$500,000.

9. HOLD HARMLESS. Contractor shall indemnify and hold harmless the City because of and against any and all liabilities, penalties, damages, judgments and expenses arising from injury to person or persons or damage of any nature to persons or property occasioned wholly or in part by any act or acts of commissions or omissions or negligence of Contractor or its agents or representatives.

10. BREACH OF CONTRACT. If the Contractor fails to comply with this Contract, fails to perform work at the time specified, persistently disregards laws, ordinances or instructions from the City, or repeatedly fails to provide sufficient workmen, equipment, and/or materials to ensure the proper completion of the work, or performs the work unsatisfactorily, or fails to collect according to the collection schedule or discontinues work without authorization from the City, or allows final judgment rising out of performance of the Contract to stand against him unsatisfied for a period of greater than three (3) days, the City will consider such action as Breach of Contract and give notice, in writing by first class mail with delivery confirmation to the Contractor and if within one (1) day after such notice is received, the Contractor does not resume satisfactory performance of the work under the orders of the City, then the City, because of the Breach of Contract, shall have full power and authority, without violating the Contract, to enter into agreements with others for completion of said Contract according to the terms and provisions thereof, or to use such other methods as in their opinion may be required for the completion of said Contract in an acceptable manner. The Contractor will be assessed liquidated damages and forfeit the Performance Guarantee as noted in this Contract.

11. STANDARD OF PERFORMANCE. Contractor shall make every reasonable effort to provide the service required on the schedule agreed upon by the City and Contractor. Should the collection become more than one (1) day delinquent, the following penalty shall apply: For each day in the excess of the first delinquent day, an amount of \$1.00 per day per residential unit whose collection is delinquent will be deducted from the compensation due the Contractor. Delinquent service shall be defined as service not provided on the schedule day. The day following the scheduled day shall be the first delinquent day.

12. OTHER PROVISIONS.

- a. Taxes.** Contractor shall pay all federal, state, and local taxes, which may be chargeable for the performance of the work.
- b. Nondiscrimination.** Contractor shall comply with all applicable Kansas and Federal nondiscrimination laws.

- c. **Permits and Licenses.** Any permits or licenses now required, or required in the future shall be obtained by the Contractor at its expense.
- d. **Laws and Regulations.** Contractor shall be familiar with and comply with all federal, state, and local laws and regulations that affect or govern the work of this Contract. Any violation is the responsibility of the Contractor.
- e. **Modification.** This Contract shall constitute the entire agreement and understanding between the parties thereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.
- f. **Right to Require Performance.** The failure of the City at any time to require performance by the Contractor of the provisions of this Contract shall in no way affect the right of the City thereafter to enforce the same. Nor shall waiver by the City of any breach of any provisions of this Contract be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- g. **Illegal Provision.** If any provisions of this Contract shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.
- h. **Binding.** The provisions of this Contract shall extend to and be binding not only upon the parties hereto but as well upon their heirs, devisees, personal representatives, and assigns.

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

Hiserote Trash Service

City of Beloit, Kansas

Jamie Hiserote

Tom Naasz, Mayor

Attest:

Forest Hiserote

Amanda Lomax, City Clerk

PERFORMANCE GUARANTEE
Solid Waste Collection
City of Beloit, Kansas

Whereas, Jamie Hiserote and Forest Hiserote, dba Hiserote Trash Service, hereinafter called the Contractor, has entered into an Agreement for Residential Solid Waste Collection with the City of Beloit, Kansas, hereinafter called the City, for the collection of residential solid waste for a period of five (5) years, being effective from January 1, 2017 to December 31, 2021; and,

Whereas, timely completion of the work specified under the Agreement is critical for the health and welfare of the residents of the City of Beloit; and

Now therefore, the condition of this obligation is such that if the Contractor shall faithfully perform the work as specified in the Agreement for Residential Solid Waste Collection in accordance with the terms of that agreement, then no assessment of damages will be made. However, should the Contractor fail to perform the work as specified in the Agreement for Residential Solid Waste Collection and a Breach of Contract shall occur, the Contractor shall pay to the City of Beloit, Kansas the sum of Five Thousand and No/Dollars (\$5,000.00) as liquidated damages. Should any payment be due the Contractor for services rendered at the time of the Breach, an amount of up to Five Thousand and No/Dollars (\$5,000.00) may be withheld by the City from such payment.

In signing below, and as evidenced by submitting this Guarantee with the executed Agreement for Residential Solid Waste Collection, the Contractor agrees with the terms herein written.

Hiserote Trash Service

Jamie Hiserote

Forest Hiserote

Date: _____

REQUEST FOR COUNCIL ACTION

DATE: 12/6/2016

TITLE: Hydrovac Unit

ORIGINATING DEPARTMENT:

Electric Department

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend that Council approve the purchase of a Vactron Hydrovac from Vermeer Great Plains for the amount of \$58,562.88.

BACKGROUND:

The City of Beloit Electric Utility recently purchased a Vermeer Trencher and Boring machine. This is the second piece needed to safely work on our underground electric utility. Please see the attachment and the attached photos to see the difficulty of working on our current underground utilities. The Electric Department is currently using the suck truck from the Water/Sewer Department. This works but is really designed for liquid/sludge whereas the Hydrovac is made for soils. This will increase the life span of the Water/Sewer Department's equipment and provide a safe way for our Electric Utility to perform work on underground utilities.

No other bids were requested due to the proprietary nature of Vactron's system which is desired. (Ron will explain).

FINANCIAL IMPACT:

Funding is available from line item 53-43-8300 with \$193,490.00 remaining as of 12/2/2016. This is strictly funded by the Electric Utility and does not use any other funding sources.

OPTIONS:

1. Approve the request
2. Disapprove the request.

DISCUSSION:

Respectfully submitted,
Jason Rabe
City Administrator

502 East 12th Street
Beloit, Kansas 67420



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

TO: City Administrator
FROM: Ronald Sporleder
Director of System Operations
RE: Hydrovac Unit
DATE: November 16, 2016

Jason,

I am asking for permission to pursue the purchase of a Hydrovac machine. **Vermeer Great Plains Goddard** brought us a demo Vactron Hydrovac unit when they brought us the trencher we purchased from them. Vermeer gave us a quote of **\$58,562.88** for Vactron Hydrovac.

In the past we have hired either Dig-It or Larson Construction to do any work we needed done. The more underground work that we do, the more beneficial the Hydrovac unit would be to not only the Electric Department but possibly others as well. There seems to be a lot more underground going in. There are a lot of abandoned lines underground. When you go to locate, sometimes the signal bounces over to an abandoned wire and traces it. If we were to dig thinking there were no utilities, we could possibly cut into live utilities.

Fiber Optic lines are expensive to put in. If the city cut into a line it could cost quite a bit to fix. AT&T said the city does not have enough money if we were to cut into their line. I don't know if that's true or not, but I don't want to find out.

Along Hwy 24 Qwest hired a company to put in a fiber optic line. It went right next to our water line. They got too close to our water line and tore out approximately ¼ mile of line. When the water line was replaced, it went right back in next to the fiber optic line. The State allows 2' of right-of-way to put utilities in to their easement. Our water line was in the 2' allowed. Qwest put their fiber optics in the same 2' of right-of-way.

When Kansas Gas, AT&T, and Cunningham put in their lines, a lot of times they are brushing up against our poles. It is really hard to change any kind of pole out without the use of a Hydrovac. Poles that are damaged by accidents need to be replaced as soon as possible. It would be quicker and easier to use a city Hydrovac. If we have to hire it done, it might take longer as we would have to wait for someone to show up. Their Hydrovac

might be in use at the time and they would have to finish that job before coming to help the city. Even if a pole is rotten and needs replaced, it would be easier with a Hydrovac instead of digging down by hand and pulling the pole out. To trench or backhoe a pole out would be too risky due to the possibility of hitting other utilities.

One Call Locates or Emergency Locates at certain times can take 8-12 hours to get someone out to locate it. It could be longer depending on where the guys come from, or weather conditions. We waited 8 hours on New Year's one time before someone got there to do their locate. We were in the process of hand digging when they finally showed up. Had we had a Hydrovac we could have had the pole out already without the worry of damaging any other utility lines. Since we had to wait 8 hours, the customer was out of electricity for that same amount of time. That meant they were without heat as well. That 8 hours also meant an 8 hour loss of revenue for the City.

We called in an emergency locate on a water line break at night. The person had to come from Russell to locate the utility lines. We waited for them to get there before we started digging. Had we started before they arrived, we could have dug into the other utilities that were there. If we had had a Hydrovac, we could have started digging before they arrived.

Before the trencher was purchased, Jay Newton researched the amount of boring and trenching, which included Hydrovac, which was done for the City. The amount spent was approximately \$173,126.00 or an annual average of \$57,709.00 per year.

Ronald Sporleder
Director of Systems Operations

ITEMS FOR COUNCIL DISCUSSION

DATE:

December 6, 2016

TITLE:

WORK SESSION DISCUSSION

DISCUSSION:

Items for discussion at your December 6, 2016 Work Session will include the following:

1. Dog Licensing
2. Purchasing Policy
3. Contract Approval

Please see the attached memos for additional background information.

Respectfully submitted,

Jason Rabe,
City Administrator

(Ord. 2126; Code 2016)

2-606. Issuance of licensing.

The City Clerk shall issue a license to the owner/custodian upon presentation of:

(a) A certificate of vaccination and spay/neuter status issued by a licensed veterinarian within the twelve (12) months prior to the date of licensing; and

(b) Payment of the prescribed license fees.

(Ord. 2126; Code 2016)

2-607. Receipt constitutes certificate of registry.

The receipt issued for the license shall constitute a certificate of registry and evidence of authorization for the keeping of such dog within the city and shall be valid for the license period.

(Ord. 2126; Code 2016)

2-608. Licensed in name of household head.

All dogs maintained in any household shall be licensed in the name of the household head.

(Ord. 2126; Code 2016)

2-609. Tags.

(a) At the time of the issuance of a certificate of registry for a dog which is not currently licensed within the City of Beloit, the City Clerk shall deliver therewith a license tag bearing the license number of such certificate. The tag shall be kept on the animal as required in section 2-403 of this chapter.

(b) A replacement for a lost, stolen or damaged tag, during the current license period, shall be furnished by the City Clerk at an additional charge.

(c) Upon change of animal owner/custodianship, any person acquiring any cat or dog currently licensed with the city shall apply to the City Clerk to transfer such license to his/her name and no fee shall be charged.

(d) A new license tag shall not be issued with each renewal, unless the previous tag is lost, stolen, damaged or becomes unreadable. The certificate of registry will show the license number of the current tag.

(Ord. 2126; Code 2016)

2-610. City clerk to maintain file of registry certificates.

The City Clerk shall keep on file a copy of all certificates of registry issued within the preceding thirty-six (36) months. Such certificates shall include, but not be limited to, the following information: The owner/custodian's name, address, and telephone number; an alternate telephone number; a description of the dog, including name, breed, color, age, weight, sex and neutered or un-neutered status; the number of the license certificate and tag issued; and the expiration date of the license.

(Ord. 2126; Code 2016)

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2-611. Late licensing fee.

A late license fee shall be established by resolution.

(Ord. 2126; Code 2016)

2-612. Hobby breeder's license required.

All hobby breeders shall obtain an annual city license and pay the fee established by resolution of the City Council. No license shall be issued until the applicant shall have furnished satisfactory proof that he meets all the requirements of a hobby breeder as specified in section 2-101 and a written consent to the issuance of the license, signed by the adjacent property owners is filed with the City Clerk. For the purpose of this section, adjacent property owner/custodian shall mean the owner/custodian of land of which any part thereof lies within fifty (50) feet of any portion of the hobby breeder's property, and provided that the fifty (50) feet shall exclude public streets and alleys. Any license issued hereunder may be revoked at any time for just cause at the discretion of the City Administrator.

(Ord. 1992)

2-613. Denial, revocation and reinstatement.

(a) Withholding or falsifying information on a license application shall be grounds for denial or revocation of such license.

(b) Any person having been denied a license may not reapply for a period of thirty (30) days. Each reapplication shall be accompanied by a fee established by resolution.

(c) No person who has been convicted of cruelty to animals shall be issued a license or permitted to own/keep any animal within the city.

(d) It shall be a condition of the issuance of any license that the Animal Control Officer shall be permitted to inspect all animals and all premises where animals are kept at any reasonable time. If permission for such inspection is refused, the Animal Control Officer shall revoke the license.

(e) Any license issued shall be subject to revocation in the event such license shall fail to comply with the terms and conditions of such license, or if the activity licensed becomes a nuisance, health hazard, or detriment to the safety and welfare to residents of the city.

(f) Any person whose license is revoked shall, within ten (10) days thereafter remove the animals owned or kept from the limits of this city, or surrender any animal owned or kept to the Animal Control Officer, who shall determine its disposition, and no part of the license of licensing fee shall be refunded.

(g) Any person aggrieved by the denial or revocation of a license may appeal to the City Council, who may issue, reinstate, or affirm the denial of such license or licensing.

(Ord. 2126; Code 2016)

POLICY STATEMENT

SUBJECT: PURCHASING RULES AND REGULATIONS

DATE: December 6th, 2016

Policy Statement

The acquisition of all goods and/or services made by or on behalf of the City of Beloit, its departments, officials and authorized agents shall be made by the City in accordance with the Purchasing Procedures, and in a manner and method which provides for the most proficient and effective expenditure of City taxpayer and the prevention of waste, conflict and corruption; provides for accurate auditable documentation; provides for equal access and opportunity, in an open and competitive market environment, to all suppliers without regard to factors unrelated to quality, cost and availability of the goods and/or services; and which complies fully with all applicable Federal, State and Local laws, rules and regulations.

Section I – Purchasing Procedure

Within budget authorizations all contracts for goods and services necessary for the operation of the City shall be made through the use of sequentially numbered purchase order requisitions formal contracts approved by the Mayor and the City Council. Authorized agents who may purchase for the City are the Mayor, City Manager, City Clerk, Department Heads and their respective designated representatives.

No purchase order requisition is authorized unless it is certified by an authorized agent that the goods or services are necessary and proper for City purposes as permitted by statute and ordinances governing expenditures of City funds and under penalties there from, that such purchase is within budget authorizations, that such purchase be within authorized agent limitations hereinafter delineated and that procedures required by this policy are followed.

Section II – Protection of Purchased Goods and Services

All items purchased by authorized agents of the City shall be properly received, accounted for, stored and used under the direction of appropriate administration personnel. Strict accountability for the proper use of equipment, goods and services will be required. All items of a capital nature with a value over \$3,000, shall be accounted for by an asset inventory by item, original value, location and responsible department official so that at all times the various assets of the City are under appropriate accountability. All purchases must be receipted upon delivery by authorized agents of the City and attested to that the goods or services were received as specified and that appropriate payment is so authorized.

Section III – Payment Process Requirement for Purchases

A properly executed purchase order requisition may be processed for payment by City Accounting personnel upon receipt of a copy of the issued purchase order requisition and a copy of the goods and services receipt. Payment may be made when it is determined that proper procedures have been followed, budget restrictions met and purchase limitations adhered to.

Section IV – Purchasing Authorization

Authorized agents are permitted to purchase goods and services for the City within limits as follows:

- A. Department Heads and their designated representatives are authorized to issue a purchase order for an amount not to exceed \$1,500 with exception of the Director of Electric Operations not to exceed \$3,000.
- B. The City Manager or his/her designated representative is authorized to issue a purchase order for an amount up to \$10,000. However for these specific items the City Manager may purchase up to the amount listed:

Diesel Fuel.....	\$30,000
Gasoline.....	\$25,000
Road Oil.....	\$25,000
Water Treatment Chemicals.....	\$15,000

- C. The Mayor is authorized to issue a purchase order for an amount up to \$10,000, in an emergency when the special powers and duties of the Mayor may be assumed as he/she may so specify.
- D. All purchase orders, except those specified in "B" above, exceeding \$10,000, except in emergencies, shall be authorized only by the Mayor and the City Council. All emergency purchases shall be reported to the City Council as soon as possible.
- E. In any situation declared by an authorized agent to be an emergency where by the necessary and efficient operation of the city is in jeopardy and/or to save life, preserve health or protect property, said authorized agent is directed to assume the limitation of purchase authority designated hereinafter for the City Manager within administrative guidelines to be established.

Section V – Price Quotations and Bidding

The following provisions shall be followed to insure fair and competitive purchasing for the City:

- A. **Competitive Quotes.** All purchase orders issued for amounts of \$1,501 to \$10,000, shall be signed by the City Manager or his/her designated representative and shall be issued only after receiving competitive price quotations. The purchase shall be made through the firm or person providing the lowest and best quote.
- B. **Competitive Bids.** For all purchases or contracts in excess of \$10,000, sealed bids shall be obtained and no purchase orders shall be issued for any item over \$10,000 without the approval of the Mayor and City Council. A minimum of ten (10) calendar days shall elapse from the time a notice is published in the official newspaper giving the date, time and place where bids will be opened and the place where specifications may be obtain *and* has been sent to at least three (3) appropriate bidders before bids may be opened. The purchase or contract shall be awarded to the best qualified bidder as determined by the Mayor and City Council.
- C. **Emergency Purchases.** If a purchase or contract in excess of \$10,000, is of an emergency nature, the bid procedure may be waived and a price quotation procedure followed. In no case, under emergency conditions, shall any contract obligating the City in total to an amount in excess of \$10,000, be entered into without prior approval of the Mayor. All such emergency purchases shall be reported in writing to the Mayor and City Council as soon as possible.
- D. **Bid Procedure Exceptions.** When it is in the best interest of the City, a single supplier or contract may be selected to provide goods and services under the following conditions:

1. The supplier provides a special line of equipment or service not available from other suppliers in the Beloit area or is a single distributor in a given jurisdiction for the type of equipment desired.
2. The item or service to be purchased is for the repair or replacement of parts to existing equipment or to be compatible with existing equipment requiring that the service or purchase be provided by a recognized supplier or dealer of the product.
3. Where the proven quality of a product or service is substantially above all other suppliers of a like product or service in the area.
4. A contract for professional services that in the opinion of the appropriate Department would be best served by contracting with a specific individual or firm.

Section VI – Quantity Purchasing

Authorized agents shall review the needs for supplies of materials and services and will be expected to purchase in quantity to obtain the most effective use of the budgeted allocations. The City Manager shall be consulted as to volume purchasing and joint bidding possibilities for common departmental needs.

Section VII – Local Firm Preference

In all cases it is the purchasing policy of the City of Beloit that where purchases may be made from a firm located within Beloit, that firm will be encouraged to bid or quote on City purchases and if submitting a bid for an amount equal to the lowest bid, the Beloit firm or person shall receive preference in purchase or contract awarding. A 10% tolerance for firms located within Beloit may be utilized to determine lowest bid.

Section VIII – Administrative Rules

The City Manager is authorized and directed to issue any administrative rules, guidelines or procedures as deemed appropriate for the execution of this policy.

Section IX – Qualifications of bids and or Proposals

All bids and or proposals must meet specified qualifications of the bid or proposal notices to be accepted.

1. Bids will be awarded to the “lowest responsible bidder” based on the following criteria:
 - a. Performance of vendor
 - b. Service provided promptly without delay
 - c. Quality of past performance with the City
 - d. Financial resources of vendor
 - e. Compliance with laws and ordinances
 - f. Quality of supplies of services offered
 - g. The City shall have the authority to require bid deposits be submitted
2. Bids submitted after the bid deadline will not be opened or considered
3. Bid tabulations should be filed/attached with project or service contracts or with invoice for equipment purchases. Original bid documents are to be maintained by the City Clerk.

4. Construction contracts for capital improvements shall be approved by the City Council prior to execution, as should change orders to existing contracts.