



119 North Hersey Avenue
P.O. Box 567
Beloit, Kansas 67420
Phone: 785-738-3551
Fax: 785-738-2517
www.beloitks.org

CITY COUNCIL AGENDA

Tuesday, August 2, 2016
7:00 p.m.

1. CALL TO ORDER

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

2. MAYOR AND COUNCIL REPORTS

3. STAFF REPORTS

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

4. PUBLIC COMMENT

- A. Solomon Valley Transportation

5. CONSENT AGENDA

- A. 7/19/2016 City Council Meeting Minutes
- B. 7/26/2016 Special Council Meeting Minutes
- C. Appropriations 8A

6. ORDINANCES

- A. None

7. RESOLUTIONS

- A. None

8. FORMAL ACTIONS

- A. 2017 Budget Hearing Publication
- B. KDOT Airport Grant
- C. Metal Pole Bid
- D. Finn Cool Agreement
- E. Merit Increases Above Pay Range
- F. RFP for Refuse Collection

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

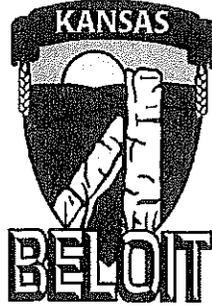
- A. East Main Project
- B. Leadership Mitchell County Task Force
- C. Early Retirement

3. ADJOURNMENT

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

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

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P O Box 567
Beloit, Kansas 67420



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

Request For Public Comment

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

Name of Requester: Solomon Valley Transportation
Address: P.O. Box 412 Telephone No. 785-534-2395
Council Meeting to Attend: August 2, 2016
Comment Detail: Harold Heidrick Pat Isbell will be there
to make a public comment

(use reverse side if necessary).

Jamara Kimmner SVT Transit
Signature of Requester Manager

For City Use Only

Request rec'd by: _____ Date: _____

Added to Agenda: _____

Space provided for additional information concerning request:

Beloit City Council Meeting Participation Guidelines

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

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

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

Citizens who wish to comment on agenda items shall:

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

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

BELOIT CITY COUNCIL MEETING MINUTES
July 19, 2016

The Beloit City Council met in regular session on July 19, 2016 in the Council Chambers. Mayor Tom Naasz called the meeting to order at 7:00 p.m. Council Members in attendance Kent Miller, Raymond Pontow, Matt Otte, Lee McMillan, Tony Gengler, Andrew Grabon, Lloyd Littrell. Also present were, Interim City Administrator Jay Newton, and City Clerk Amanda Lomax. Absent from the meeting was City Attorney Katie Schroeder.

Department heads in attendance were Lynn Miller, and Jim Bentz.

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

Mayor Naasz has been approached about dogs at large in the city and asked Councilor Pontow to address his concerns. Councilor Pontow has received complaints of two dog bites and one close call since May. Councilor Pontow asked that people be responsible for their animals. Councilor Pontow also heard concerns about the restrooms at the West Side Park being closed he spoke with Director of Parks and Recreation Lynn Miller and she explained the constant vandalism problems that her department has encountered.

Interim City Administrator Jay Newton reported on the following: 1. Water Treatment Study – Rural Water District #3 does want to participate in the water study. A formal agreement will be brought at a later date. 2. Austin Peters has received 16 applications and 10 met the minimum qualifications for the city administrator position. They have requested a special council meeting July 26th in closed session to go over candidates. 3. Stuart Porter with Schwab-Eaton will attend August 2nd Council Meeting to go over the East Main Project. 4. Director of Parks and Recreation Lynn Miller along with Lloyd Fugate would like to propose to Tree City USA to host the 2017 conference. The tentative date is the last week in March and could draw 100-120 people for a day and half event. Lynn also informed the Council that she intends on applying for ADA Ramp for the walking bridge through the Solomon Valley Community Foundation. 5. Leadership Mitchell County will attend next meeting to discuss the future of city government and will host a forum August 4th at the Municipal Building basement with John Devine.

The Consent Agenda consisted of July 5, 2016 Council Meeting Minutes, and appropriations 7B. A motion was made by Councilor Grabon and seconded by Councilor McMillan to approve the Consent Agenda in its entirety. Roll call vote yeas: Pontow, McMillan, Littrell, Miller, Otte, Grabon, and Gengler. Nays: None.

Ordinance 2189 Stop Signs North Campus was presented to Council for approval. Ordinance 2189 will add several stop signs to the North Campus additions. A Motion was made by Councilor Miller and seconded by Councilor Littrell to approve Ordinance 2189. Roll call vote yeas: Littrell, Pontow, Gengler, Grabon, Otte, McMillan, and Miller. Nays: None.

Staff is recommending that Council approve the sale of land to Thomas and Mary Claussen for Lot 1 and Lot 2, Block 7, North Campus Addition for the amount of \$7,560.00. And to allow Mayor Tom Naasz and City Clerk Amanda Lomax sign the contract and all closing documents. A motion was made by Councilor Otte to approve the sale of Land to Thomas and Mary Claussen for the amount of \$7,560.00 with the stipulation that bulding will have to be initiated with in two-year time period. Motion carried 7-0. Nays: None.

Staff is recommending that Council approve the Letter of Understanding with The Austin Peters Group, Inc. to allow Austin Peters to move forward with the Pay Range and Implementation Recommendations for the amount of \$11,780.00. A motion was made by Councilor Otte and seconded by Councilor Grabon to approve the Letter of Understanding with The Austin Peters Group, Inc. to allow Austin Peters to move forward with the Pay Range and Implementation Recommendations for the amount of \$11,780.00. Motion carried 7-0. Nays: None.

Staff is recommending that Council approve the 2017 4wd GMC Sierra 1500 from Beloit Motor Company in the amount of \$29,250.00. The pickup will be for the Water and Waste Water Department. A motion was made by Councilor Grabon and seconded by Councilor McMillan to approve the approve the 2017 4wd GMC Sierra 1500 from Beloit Motor Company in the amount of \$29,250.00. Motion carried 6-1. Nays: Pontow.

Staff is recommending that Council approve the Cereal Malt Beverage License for Floersch IGA, Inc dba Ray's Apple Market #466 located at 1010 N Independence. A motion was made by Councilor Pontow and seconded by Councilor Littrell to approve the Cereal Malt Beverage License for Floersch IGA, Inc dba Ray's Apple Market #466 located at 1010 N Independence. Motion carried 6-1. Nays: Otte.

Staff is recommending that Council approve a two-month time extension for the Housing Rehabilitation CDBG Project. A motion was made by Councilor Grabon and seconded by Councilor Miller to approve the two-month time extension for the Housing Rehabilitation CDBG Project. Motion carried 7-0. Nays: None.

A motion was made by Councilor Gengler and seconded by Councilor Pontow to adjourn the meeting. Motion carried 7-0. The meeting ended at 7:54 p.m.

Work Session started 7:59 p.m. Council Members in attendance were Councilors Littrell, Otte, Miller, McMillan, Pontow, Gengler, and Grabon. Also present were Interim City Administrator Jay Newton, and City Clerk Amanda Lomax. Absent from the Meeting was City Attorney Katie Schroeder.

Department heads in attendance were Lynn Miller, and Jim Bentz.

The 2017 Budget Draft was given to Council for review. City Administrator Jay Newton requested that questions concerning the budget be in writing.

Mitchell County will no longer be involved with trash collection services. The Council came to a consensus to send out bids for trash collection for the city.

City Administrator Jay Newton handed out a memo to Council recommending an energy audit for the North Campus.

City Administrator Jay Newton informed Council of cost savings of purchasing gas for the Power Plant from Constellation Energy as opposed to purchasing gas from KMGA.

Work Session Ended: 8:14 p.m.

TOM NAASZ, Mayor

ATTEST:

AMANDA LOMAX, City Clerk

BELOIT CITY COUNCIL SPECIAL MEETING MINUTES
July 26, 2016

The Beloit City Council met in a special meeting on July 26, 2016 in the Council Chambers for the purpose of Sale of Land and Closed Session for Non-Elected Personnel. Mayor Tom Naasz called the meeting to order at 5:00p.m. City Council members in attendance were Kent Miller, Lee McMillan, Tony Gengler, Matt Otte, Lloyd Littrell, Andrew Grabon, and Raymond Pontow. Also present were, City Attorney Katie Schroeder, City Administrator Jay Newton, and City Clerk Amanda Lomax.

Department heads in attendance were Heather Hartman.

A motion was made by Councilor Miller and seconded by Councilor Pontow to resend the two-year building requirement for Tom and Mary Claussen. Motion carried 7-0. Nays: None.

A motion was made by Councilor Grabon and seconded by Councilor Gengler to approve the sale of land to Tom and Mary Claussen for Lot 1, Lot 2, Block 7, North Campus Addition for the amount of \$7,560.00. And to allow Mayor Tom Naasz and City Clerk Amanda Lomax to sign the contract and all closing documents. Motion carried 7-0. Nays: None.

A motion was made by Councilor McMillan and seconded by Councilor Grabon to go into closed session for Non-Elected Personnel with City Attorney Katie Schroeder, City Administrator Jay Newton, and Marla Flentje with Austin Peters Group for a period of 30 minutes. Motion carried 7-0. Nays: None. Time Started 5:13 p.m. Ended 5:43 p.m.

A motion was made by Councilor Grabon and seconded by Councilor McMillan to go into closed session for Non-Elected Personnel with City Attorney Katie Schroeder, City Administrator Jay Newton, and Marla Flentje with Austin Peters Group for a period of 30 minutes. Motion carried 7-0. Nays: None. Time Started 5:45 p.m. Ended 6:15 p.m.

A motion to adjourn the Council meeting was made by Councilor Grabon and seconded by Councilor Pontow. Motion passed 7-0. The meeting ended at 6:27 p.m.

TOM NAASZ, Mayor

ATTEST:

AMANDA LOMAX, City Clerk

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name		Pay#	Post Date	Due Date	Amount Invoice	Date	PO#	Date	Status
	Account#			Work Order	Description			Debit	Credit
6 ABRAM READY-MIX, INC									
67008	8/4/2016	8/4/2016	54.94	24025	1 YD FLOWABLE			54.94 ✓	Posted 0.00
	52-43-6150								
67029	8/4/2016	8/4/2016	6,126.80				CLARK639		Posted
	30-00-6150				24026-2 CU. YDS. FLOWABLE			109.88 ✓	0.00
	30-00-6150				24027-5 CU. YDS. CURB			518.70 ✓	0.00
	30-00-6150				24028-15 CU. YDS. PAVEMENT			1,556.10 ✓	0.00
	30-00-6150				24070-7.5 CU. YDS. PAVEMENT			778.05 ✓	0.00
	25-00-6150				24070-3.5 CU. YDS. 6-27			363.09 ✓	0.00
	30-00-6150				24073-18 CU. YDS. PAVEMENT			1,867.32 ✓	0.00
	30-00-6150				24098-9 CU. YDS. PAVEMENT			933.66 ✓	0.00
								<u>6,126.80</u> ✓	<u>0.00</u>
1060 ACCURATE LABS									
67009	8/4/2016	8/4/2016	579.40	SU24466	LAB REAGENTS			386.33 ✓	Posted 0.00
	51-41-6170				LAB REAGENTS			193.07 ✓	0.00
	52-41-6170				LAB REAGENTS			<u>579.40</u> ✓	<u>0.00</u>
12 AERO-MOD INC									
67010	8/4/2016	8/4/2016	2,264.70	SO29320-1	REPAIR PARTS FOR BELT PRESS GEAF			2,264.70 ✓	Posted 0.00
	52-41-4360								
2373 ALFRED BENESCH & COMPANY									
67011	8/4/2016	8/4/2016	30,665.08	95813	PROFESSIONAL SERV 5/29/16-7/10/16		25331	30,665.08 ✓	Posted 0.00
	30-00-3000								
813 AMERIPRIDE SERVICES INC.									
67012	8/4/2016	8/4/2016	109.83	2300691822	FLOOR MATS		24683	109.83 ✓	Posted 0.00
	10-13-4300								
67030	8/4/2016	8/4/2016	83.50	2300693393	SHOP TOWELS-RUGS		CLARK640	83.50 ✓	Posted 0.00
	25-00-3000								
1124 APAC-KANSAS INC									
67031	8/4/2016	8/4/2016	2,172.15				CLARK641		Posted
	25-00-6160				8001590730-26.70 TONS CHIPS			720.90 ✓	0.00
	25-00-6160				8001591133-27.05 TONS CHIPS			730.35 ✓	0.00
	25-00-6160				8001593755-26.70 TONS CHIPS			720.90 ✓	0.00
								<u>2,172.15</u> ✓	<u>0.00</u>
2032 AT&T									
67013	8/4/2016	8/4/2016	110.00	08900759485827	PD INTERNET		24830	110.00 ✓	Posted 0.00
	10-13-5310								
1414 AT&T LONG DISTANCE									
67014	8/4/2016	8/4/2016	39.44	860474167	LONG DISTANCE CHARGES		24824	39.44 ✓	Posted 0.00
	10-11-5310								
71 BELOIT GREENHOUSE									
67032	8/4/2016	8/4/2016	21.00	18506	FERTILIZER FOR PLANTS		25296	21.00 ✓	Posted 0.00
	10-17-6800								
74 BELOIT MEDICAL CENTER, PA									
67015	8/4/2016	8/4/2016	98.00	8650	MEDICAL-S. BRIN		25328	98.00 ✓	Posted 0.00
	53-43-3000								
77 BELOIT READY MIX									
67016	8/4/2016	8/4/2016	625.00	345627	12.5 TONS EGGROCK		24673	625.00 ✓	Posted 0.00
	10-13-6000								
2735 BEVERAGE CARBONATION SERVICE									
67017	8/4/2016	8/4/2016	526.58						Posted
	51-41-6170				G19718-CO2 DELIVERY			239.24 ✓	0.00
	51-41-6170				T13604-CO2 DELIVERY			287.34 ✓	0.00
								<u>526.58</u> ✓	<u>0.00</u>
2992 CENTRAL OFFICE SERVICE AND SUPPLY									
67033	8/4/2016	8/4/2016	6.15	214163-0	POST-IT NOTES		24895	6.15 ✓	Posted 0.00
	53-43-6110								
1200 CHEMQUEST, INC.									

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name											
<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>	<u>Debit</u>	<u>Credit</u>	
	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>							
1200 CHEMQUEST, INC. (continued)											
67034	8/4/2016	8/4/2016	3,020.00			24899		Posted			
	53-41-6170			4767-CHEMICALS			2,664.00 ✓		0.00		
	53-41-6170			4771-ALKALINITY BUILDER			356.00 ✓		0.00		
							3,020.00 ✓		0.00		
193 DOLLAR GENERAL STORE-MS-410526											
67018	8/4/2016	8/4/2016	115.95			24817		Posted			
	10-11-6000			1000536572-WATER/COFFEE/SUPPLIES			48.25 ✓		0.00		
	10-11-4300			1000537715-CLEANING SUPPLIES			38.70 ✓		0.00		
	10-11-4300			1000538331-CLEANING SUPPLIES			29.00 ✓		0.00		
							115.95 ✓		0.00		
1848 ED ROEHER SAFETY PRODUCTS											
67071	8/4/2016	8/4/2016	2,400.00	450736		24680		Posted			
	10-13-7440			HYPER X SYSTEM			2,400.00 ✓		0.00		
3006 GT DISTRIBUTORS-AUSTIN											
67019	8/4/2016	8/4/2016	92.84	0578955		24675		Posted			
	10-13-7440			HOLSTER & BELT KEEPERS			92.84 ✓		0.00		
2659 HAWKINS											
67020	8/4/2016	8/4/2016	557.75					Posted			
	51-41-6170			3919854-CHEMICALS FOR WATER PLAN			1,224.50 ✓		0.00		
	51-41-6170			3902000-CREDIT FOR 3 BLACK DRUMS			0.00		576.75 ✓		
	51-41-6170			3902001-CREDIT FOR 3 BLACK DRUMS			0.00		90.00 ✓		
							1,224.50 ✓		666.75 ✓		
1557 INLAND TRUCK PARTS CO											
67035	8/4/2016	8/4/2016	207.97	19-92628		CLARK642		Posted			
	25-00-4330			CABLE FOR OIL TRUCK			207.97 ✓		0.00		
3013 KRISTEN KADEL											
67070	8/4/2016	8/4/2016	50.00			24566		Posted			
	10-12-3320			RESTITUTION-CASE 201600112			50.00 ✓		0.00		
356 KANSAS DEPARTMENT OF REVENUE-ABC											
67024	8/4/2016	8/4/2016	25.00					Posted			
	10-11-3000			CMB STAMP-RAY'S APPLE MARKET			25.00 ✓		0.00		
2327 KANSAS DEPT OF AGRICULTURE											
67021	8/4/2016	8/4/2016	400.00					Posted			
	51-41-3000			COMPLETED DIVERSION PROJECT TO I			400.00 ✓		0.00		
486 KDHE-BUREAU OF WATER											
67022	8/4/2016	8/4/2016	185.00					Posted			
	52-41-3000			AUG. 2016-AUG. 2017 WASTEWATER PI			185.00 ✓		0.00		
67036	8/4/2016	8/4/2016	60.00			CLARK643		Posted			
	10-15-3000			STORM WATER PERMIT S-005-0017			60.00 ✓		0.00		
67047	8/4/2016	8/4/2016	95,472.05			23476		Posted			
	52-41-4710			REVOLVING LOAN PAYMENT FOR SEW			93,636.77 ✓		0.00		
	52-41-4722			REVOLVING LOAN PAYMENT FOR SEW			1,835.28 ✓		0.00		
							95,472.05 ✓		0.00		
2736 KDHE-ENVIRONMENTAL LAB ACCREDITATI											
67023	8/4/2016	8/4/2016	1,306.00	B7500				Posted			
	51-41-3000			KDHE LAB TESTING (APR.-JUNE)			1,306.00 ✓		0.00		
1887 KMEA GRDA OPERATING FUND											
67025	8/4/2016	8/4/2016	149,979.92	GRDA-BE-16-08		24861		Posted			
	53-41-6220			AUGUST SERVICE			149,979.92 ✓		0.00		
556 KMEA WAPA OPERATING FUND											
67026	8/4/2016	8/4/2016	22,740.79	WAPA-BL-16-07		24860		Posted			
	53-41-6220			JULY SERVICE			22,740.79 ✓		0.00		
395 KRIZ-DAVIS CO											

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name											
Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status	Debit	Credit	
	Account#	Work Order		Description							
395 KRIZ-DAVIS CO (continued)											
67037	8/4/2016	8/4/2016	4,331.15			24901		Posted			
	53-43-6000			S101319027.001-PARKING STAND			862.58 ✓		0.00		
	53-43-6000			S101321073.001-NORDIC			1,884.85 ✓		0.00		
	53-43-6000			S101347462.001-SPACERS, ANTI SWAY			1,113.70 ✓		0.00		
	53-43-6000			S101362869.001-TERMINATION KIT			235.01 ✓		0.00		
	53-43-6000			S101362869.002-TERMINATION KIT			235.01 ✓		0.00		
							4,331.15 ✓		0.00		
805 KRONE'S SERVICE CENTER, INC											
67027	8/4/2016	8/4/2016	175.00	15067		24674		Posted			
	10-13-7420			COOPER VEHICLE TOW			175.00 ✓		0.00		
67038	8/4/2016	8/4/2016	168.12	15139		CLARK644		Posted			
	10-15-4330			12 V BATTERY			168.12 ✓		0.00		
1037 LATTIN AVIATION-TRAVIS LATTIN											
67028	8/4/2016	8/4/2016	1,200.00			25333		Posted			
	10-22-3000			SERVICE CONTRACT-AUGUST			1,200.00 ✓		0.00		
1195 LEADERSHIP MITCHELL COUNTY											
67040	8/4/2016	8/4/2016	80.00			25329		Posted			
	10-00-3478			KIDS LEAD REGISTRATION FEES			80.00 ✓		0.00		
405 LEAGUE OF KS MUNICIPALITIES											
67073	8/4/2016	8/4/2016	340.00	200000204		25336		Posted			
	10-11-6000			2016 STANDARD TRAFFIC ORDINANCE			170.00 ✓		0.00		
	10-11-6000			2016 UNIFORM PUBLIC OFFENSE CODE			170.00 ✓		0.00		
							340.00 ✓		0.00		
409 LIGHT & WATER UTILITIES											
67039	8/4/2016	8/4/2016	40,137.47			25332		Posted			
	10-11-6220			ADMIN			1,916.56 ✓		0.00		
	10-11-6220			ADMIN SHARE			6.65 ✓		0.00		
	10-13-6220			PD SHARE			6.65 ✓		0.00		
	51-41-6220			WATER SHARE			6.64 ✓		0.00		
	10-14-6220			FIRE DEPT			286.46 ✓		0.00		
	10-15-6220			TRANSPORTATION			397.52 ✓		0.00		
	10-18-6220			PARKS & REC			10,755.88 ✓		0.00		
	10-20-6220			CEMETERY			93.48 ✓		0.00		
	10-22-6220			AIRPORT			352.62 ✓		0.00		
	51-41-6220			WATER PLANT			6,028.59 ✓		0.00		
	52-41-6220			SEWER PLANT			8,624.78 ✓		0.00		
	53-41-6220			POWER PLANT			405.23 ✓		0.00		
	51-43-6220			WATER SYSTEMS			236.85 ✓		0.00		
	52-43-6220			SEWER SYSTEMS			236.86 ✓		0.00		
	53-43-6220			SYSTEMS OP SHARE			236.86 ✓		0.00		
	51-43-6220			SYSTEMS OP SHARE			52.02 ✓		0.00		
	52-43-6220			SYSTEMS OP SHARE			52.02 ✓		0.00		
	53-43-6220			SYSTEMS OP SHARE			52.03 ✓		0.00		
	10-13-6220			PD SHARE			52.03 ✓		0.00		
	53-43-6220			ELECTRIC SYSTEMS			60.47 ✓		0.00		
	10-19-6220			NORTH CAMPUS			7,227.87 ✓		0.00		
	10-21-6220			POOL			3,029.53 ✓		0.00		
	10-13-6220			PD			19.87 ✓		0.00		
							40,137.47 ✓		0.00		
3014 MAHASKA BOTTLING COMPANT											
67072	8/4/2016	8/4/2016	296.65	225012		25293		Posted			
	10-21-6190			BOXED SODA			296.65 ✓		0.00		
424 MCHENRY ELECTRIC & SUPPLY											
67041	8/4/2016	8/4/2016	33.50	016685		25330		Posted			
	10-14-4310			SOLENOID, BUSHING, BRUSHES			33.50 ✓		0.00		
2107 LYNN MILLER											
67042	8/4/2016	8/4/2016	432.98			24829		Posted			
	10-18-5800			HOTEL REIMBURSEMENT			204.56 ✓		0.00		
	10-18-5800			MILEAGE REIMBURSEMENT 423 MILES			228.42 ✓		0.00		
							432.98 ✓		0.00		

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name											
Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status	Debit	Credit	
	Account#	Work Order		Description							
459 MISSISSIPPI LIME CO (continued)											
67043	8/4/2016	8/4/2016	5,341.56	1269864				Posted			
	51-41-6170			QUICKLIME					5,341.56✓	0.00	
470 MITCHELL COUNTY SOLID WASTE											
67044	8/4/2016	8/4/2016	7.00	007301A		CLARK645		Posted	7.00✓	0.00	
	10-15-6000			LUMBER							
67045	8/4/2016	8/4/2016	8.00	003889				Posted	8.00✓	0.00	
	52-41-3000			REMOVAL OF SCREENINGS							
498 NATIONAL SIGN COMPANY											
67046	8/4/2016	8/4/2016	377.16	IN-179595		CLARK646		Posted	377.16✓	0.00	
	10-15-7450			10 STOP SIGNS N CAMPUS							
2301 NEX-TECH WIRELESS											
67049	8/4/2016	8/4/2016	69.33	4641496		25317		Posted	69.33✓	0.00	
	25-00-7450			STREET DEPT.-PHONE BILL							
67050	8/4/2016	8/4/2016	163.03	4622715		24677		Posted	163.03✓	0.00	
	10-13-5310			PD PHONES							
2832 NEX-TECH, INC.											
67048	8/4/2016	8/4/2016	67.50	MA-17391		24681		Posted	67.50✓	0.00	
	10-13-4320			NETWORK LABOR							
2897 OFFICE DEPOT											
67051	8/4/2016	8/4/2016	34.19	848142586001		24678		Posted	34.19✓	0.00	
	10-13-6110			PAPER TOWELS							
2380 OFFICE OF THE STATE TREASURER											
67052	8/4/2016	8/4/2016	2,643.75	R116090190063		23281		Posted	2,643.75✓	0.00	
	51-45-9803			GO BOND WATERLINE PROJECT INTER							
67053	8/4/2016	8/4/2016	20,000.00	R116090190062		23475		Posted	20,000.00✓	0.00	
	53-45-4725			PRINCIPLE PAYMENT REVENUE BOND							
527 PIERCE ELECTRONICS											
67055	8/4/2016	8/4/2016	120.00	28832		24903		Posted	120.00✓	0.00	
	53-41-4330			BATTERY BACKUP BATTERY							
67056	8/4/2016	8/4/2016	358.34	28676		24902		Posted	358.34✓	0.00	
	53-43-4330			FEDERAL SIGNAL SIREN FOR SPARE M							
1263 PRAIRE FIRE COFFEE ROASTERS											
67057	8/4/2016	8/4/2016	43.40	861010		CLARK647		Posted	43.40✓	0.00	
	10-15-6000			COFFEE							
1118 PROTECTIVE EQUIPMENT TESTING LABORATORY											
67058	8/4/2016	8/4/2016	47.46	54132		24904		Posted	47.46✓	0.00	
	53-43-7440			HARD HAT CHIN STRAPS							
2979 RAY'S APPLE MARKET											
67059	8/4/2016	8/4/2016	43.35	8141		24854		Posted	43.35✓	0.00	
	53-41-6000			3/4" FLEX, WATER							
67060	8/4/2016	8/4/2016	24.19			CLARK648		Posted			
	10-15-6000			8403-SUPPLIES					4.58✓	0.00	
	10-15-6000			1256-SUPPLIES					19.61✓	0.00	
									24.19✓	0.00	
67061	8/4/2016	8/4/2016	67.90	4168		25334		Posted	67.90✓	0.00	
	10-11-6000			WATER & SUPPLIES							
321 RICOH USA, INC											
67097	8/4/2016	8/4/2016	310.88	97236967		25337		Posted	310.88✓	0.00	
	10-11-3360			RICOH RENTAL-AUGUST							
2382 S & P GLOBAL RATINGS											
67098	8/4/2016	8/4/2016	9,450.00	11308284		23479		Posted	9,450.00✓	0.00	
	41-00-5137			ANALYTICAL SERVICES FOR GO BOND:							
94 SCHENDEL PEST CONTROL											
67062	8/4/2016	8/4/2016	335.00	5139		24905		Posted			
	53-43-3000			RENEWAL FEE					83.75✓	0.00	
	52-43-3000			RENEWAL FEE					83.75✓	0.00	
	51-43-3000			RENEWAL FEE					83.75✓	0.00	
	10-13-3000			RENEWAL FEE					83.75✓	0.00	
									335.00✓	0.00	

Accounts Payable Detail Listing

City of Beloit

<u>Vend#</u>		<u>Vendor Name</u>									
<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>	<u>Debit</u>	<u>Credit</u>	
	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>							
600 SELLERS EQUIPMENT INC (continued)											
67063	8/4/2016	8/4/2016	584.60	IC133632		CLARK649		Posted			
	10-15-7450			DIRT SHOES & GUTTER BROOM			584.60 ✓			0.00	
2845 SHOPKO STORES OPERATING CO., LLC											
67064	8/4/2016	8/4/2016	19.98	6702				Posted			
	52-41-6110			PAPER TOWELS			19.98 ✓			0.00	
2983 THE AUSTIN PETERS GROUP, INC.											
67074	8/4/2016	8/4/2016	5,400.00	072616		25335		Posted			
	10-11-3000			CITY ADMINISTRATOR RECRUITMENT			1,350.00 ✓			0.00	
	53-41-3000			CITY ADMINISTRATOR RECRUITMENT			1,350.00 ✓			0.00	
	52-41-3000			CITY ADMINISTRATOR RECRUITMENT			1,350.00 ✓			0.00	
	51-41-3000			CITY ADMINISTRATOR RECRUITMENT			1,350.00 ✓			0.00	
							<u>5,400.00 ✓</u>			<u>0.00</u>	
2958 TREKK DESIGN GROUP, LLC											
67065	8/4/2016	8/4/2016	3,408.94	16-00753		24822		Posted			
	51-41-3000			TASTE & ODOR STUDY			3,408.94 ✓			0.00	
2067 VERIZON WIRELESS SERVICES, LLC											
67066	8/4/2016	8/4/2016	59.42	3433675797		24682		Posted			
	10-13-5310			PD PHONES			59.42 ✓			0.00	
67067	8/4/2016	8/4/2016	160.92	9768812101		25322		Posted			
	10-11-5310			ADMIN			96.46 ✓			0.00	
	10-20-5310			CEMETERY			64.46 ✓			0.00	
							<u>160.92 ✓</u>			<u>0.00</u>	
67068	8/4/2016	8/4/2016	44.61	9768849194		25321		Posted			
	53-41-5310			POWER PLANT STAND-BY PHONE			44.61 ✓			0.00	
67069	8/4/2016	8/4/2016	153.44	9768841622		25319		Posted			
	53-43-5310			SYSTEMS			46.95 ✓			0.00	
	52-43-5310			SYSTEMS			38.06 ✓			0.00	
	51-43-5310			SYSTEMS			38.06 ✓			0.00	
	51-41-5310			WATER PLANT STAND-BY PHONE			30.37 ✓			0.00	
							<u>153.44 ✓</u>			<u>0.00</u>	

416,634.66 68 Non-voided payables listed.

Report Setup

AP - Accounts Payable Listing : Vendor Name

Filter Options

Starting: 8/4/2016

Ending: 8/4/2016

Banks: All

Payable Status: Posted, Printed, ACH, Recorded, Voided

All Vendors Selected

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
August 2, 2016	BUDGET HEARING PUBLICATION
ORIGINATING DEPARTMENT:	TYPE OF ACTION:
Administration	<input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the Council approve the attached notice of publication for the fiscal year 2017 city budget setting the Public Hearing for Tuesday, August 16th at 7:00 p.m.

FISCAL NOTE:

- There is no cost associated with this item.

DISCUSSION:

We will review the FY2017 budget at the council meeting and approve it for publication. Our formal budget hearing will be held on Tuesday, August 16th, 2016. Attached is a budget memorandum discussing the tax lid consequences to our future budgets along with response from the League.

Respectfully submitted,

Jay Newton,
City Administrator

Budget Memorandum

To: Mayor and City Council
Mandy Lomax, City Clerk/Dir. Finance
Katie Schroeder, City Attorney

Date: July 21, 2016

From: Jay Newton,
Interim City Administrator

Subject: Legislative Impact on 2017 city budget (tax lid)

Although it is complex, the Kansas Legislature adopted legislation (Senate substitute of H.B. 2088) effective July 1, 2016 that will make any mill levy increase nearly impossible after 2017. This would even impact the issuance of bonds for a new water treatment plant or other projects the city council determines to be vital to the city's future.. Beginning with the 2018 budget any increase in the mill levy will be tied to the consumer price index. Mandy has advised, using the current consumer price index, if the new law applied to the proposed 2017 budget, the city could increase its annual tax levy by \$1,600. If the amount of tax exceeds the consumer price index and fails to meet any ONE of the exceptions listed below, the city council must call and election for public approval of the annual budget.

After January 1, 2017 the city will follow the newly adopted legislation when computing annual budgets;

1. The city can increase property tax revenue (not mill levy) when:
 - a. There is the addition of new structures or improvements or remodeling or renovation of any existing structure or improvement on real property.
 - b. There is increased personal property tax valuation.
 - c. Property is annexed into the city.
 - d. Property that has changed use (from residential to commercial)
 - e. There is expiration of any abatement of a tax increment financing district or neighborhood revitalization program.

Items (a.) through (e.) above give credit for "natural" growth in property value, nothing is included to accommodate increased property value due to the valuation and appraisal process for increasing marking values of real property. The value of property is frozen in place except for the items listed above. If there is no increase in assessed valuation then the city can increase its mill levy only by the percentage of the consumer price index.

2. The city can increase property tax revenues (meaning mill levy) when the money will be spent on:
 - a. On obligations that existed **before 1 July 2016** for bonds, temporary notes, no fund warrants, **state infrastructure loans**, interest payments and payments made for lease payments (equipment leases etc.) or public building commissions.
 - b. Special assessment payments only in the amount of ad valorem taxes necessary to support such payments.
 - c. Judgements or settlements of legal action against the city and the legal costs directly related to those judgements or settlements.
 - d. Mandates required by federal or state law which became effective on or after **1 July 2015** or the loss of federal funds after 1 January 2017 where the city is contractually obligated to provide a service.
 - e. Expenses related to a federal, state, or local disaster or emergency, a financial emergency declared by a state or federal official.
 - f. Increasing the cost above the consumer price index for law enforcement, fire or emergency medical services.
3. The city can increase property taxes where the property tax revenues levied by the city has declined, if:
 - a. In one or more of the next preceding three calendar years and the increase in the amount of funding for the budget from revenue produced from property taxes does not exceed the average amount of funding from such revenue of the next preceding three calendar years; adjusted to reflect changes in the consumer price index; or
 - b. The increase in the amount of ad valorem tax to be levied is less than the change in the consumer price index plus the loss of assessed property valuation that has occurred as a result of legal action, judicial action, or a ruling by the board of tax appeals.

Although there was a decline in the 2014 assessed valuation, the City of Beloit growth trend in assessed valuation has been 2.3% over the last five years. Using this perhaps overly optimistic trend as an example, the city tax levy after 2017 may appear as follows if a 58 mill levy is used:

<u>Year</u>	<u>Mill Levy</u>	<u>Value of a Mill</u>	<u>Mill Levy Revenue Available</u>	<u>Additional Revenue</u>
2017	58	\$26,178.	\$1,518,324	\$ -----
2018	58	26,780.	1,553,240	34,916.
2019	58	27,396.	1,588,968	35,728.
2020	58	28,026.	1,625,508.	36,540.
2021	58	28,670.	1,662,860	37,352.
2022	58	29,330.	1,701,140	38,280.

The obvious intent behind the new tax law is to freeze city property tax in place beginning in 2017 but allow credit for growth in assessed valuation. It is important that the Beloit City Council set the 2017 mill levy at a level where it will be locked in place for all future budgets. There is only one opportunity to do that and that is now. The 2017 annual city budget is not a routine annual city budget.

Mandy Lomax

From: Erik Sartorius <esartorius@lkm.org>
Sent: Tuesday, July 26, 2016 8:26 AM
To: Jay Newton; Larry Baer
Cc: Mandy Lomax
Subject: RE: Understanding the budget tax lid?
Attachments: Summary of tax lid HB 2088.docx

Hi, Jay –

I think you've pretty well captured things in your memo. Larry may have additional comments.

Two things I would note, which will be important in the coming years. First, rather than being limited by the CPI for the previous year, the CPI multiplier will actually be a 5-year rolling average. Though not a huge "win," it will help city & county budgets when inflation is low for multiple years. Second, the exemption for costs for law enforcement, fire and EMS (2(f) in your memo) beyond the 5-year CPI will be exempt from the lid. We think this will be a significant exemption for cities, given the amount of their budget that goes to these services. You do a good job in your memo laying out how growth in property taxes from new sources and property taxes used for specific purposes will be exempt from the lid.

You also referenced the 2017 state budget form. Frankly, we've heard from several folks that this has been a confusing year. Part of existing law references increases in property tax revenues beyond CPI. If that occurs in a local government's budget, they have been required to publish notice of their plan to exceed the CPI rate with the property tax revenues they'll take in. (The Dept. of Administration also believes that this publication requirement continues to apply to cities and counties this year, though the law passed this year specifically exempts cities and counties from this requirement.) This reference to CPI is different than the one discussed above, which will apply to the tax lid law affecting budgets for 2018 and beyond.

I have attached our summary of the tax lid law, in case you haven't already seen it. From the looks of your memo, however, you have a good grasp of the new law. Please let us know if you have additional questions.

Erik

7 **From:** Jay Newton [mailto:jnewton@beloitks.org]
Sent: Monday, July 25, 2016 3:54 PM
To: Erik Sartorius <esartorius@lkm.org>; Larry Baer <lbaer@lkm.org>
Cc: Mandy Lomax <mlomax@beloitks.org>
Subject: Understanding the budget tax lid?

Dear Erik and Larry:

I have been helping the City of Beloit as Interim City Administrator until they hire a full time person. Since it is budget time again, I have been working with Mandy Lomax, City Clerk and Finance Director on the 2017 budget. I have written a memo to the City Council based on my reading of the LKM legislative summary and have attached a copy of my brief memo for your review and comment. I thought I was tracking the tax lid issue until I did a review of the "Computation to Determine Limit for 2017" of the state budget form. That computation leads directly to allowing any budget increase base only the consumer price index; no accommodation for new improvements, annexation, etc. without an election. I am not sure how to explain the matter to the governing body. It is beginning to appear this tax lid will put the nail in the coffin for many Kansas cities and counties, especially in the western part of the state.

Jay Newton

Interim City Administrator

**Overview of the Tax Lid Legislation
(Senate Substitute for House Bill 2088)**

- Implementation Date – January 1, 2017.
- Rate of growth of property tax for cities/counties limited to five-year rolling average of the Consumer Price Index (CPI). Growth rate shall not be less than 0%.
- Election to override tax lid can be conducted at the next regularly scheduled election in August or November, a special election, or a mail ballot election. The mail ballot election shall be conducted on September 15, unless that date is a Sunday. The mail ballot election statute is modified to allow a city and county to conduct a mail ballot election on the same day.
- The bill provides new key dates for municipalities: Director of PVD and county appraisers certify the assessed valuation to the county clerk by June 1. County clerks provide estimated assessed valuations to taxing districts before June 15. A city or county deciding to conduct an election using a mail ballot election must certify that an election is necessary to the county clerk no later than July 1. If a mail ballot election is called, the governing body certifies the amount of ad valorem tax to be levied to the county clerk by October 1.
- Revenue excluded from calculating the tax lid comprises
 - New structures or improvements or remodeling or renovation of any existing structures or improvements that do not include ordinary maintenance or repair of existing structures or improvements,
 - Increased personal property valuation,
 - Property located within added territory, and
 - Property which has changed in use.
- Expenditures exempted from the tax lid:
 - Bond and interest payments.
 - Principal and interest on state infrastructure loans, bonds, temporary notes, and no fund warrants. Payments to a public building commission or lease payments for only those obligations that existed prior to the effective date of the law (July 1, 2016).
 - Payment of special assessments.

- Court judgments or settlements of legal actions against the city or county, and those legal costs directly related to such judgments and settlements.
- Expenditures that are mandated by federal or state law with such mandates becoming effective on or after July 1, 2015.
- Expiration of a property tax abatement.
- Expiration of a tax increment financing district, rural housing incentive district, neighborhood revitalization area or other property tax rebate program.
- Expenses relating to a federal, state or local disaster or federal, state or local emergency, including a financial emergency, declared by a federal or state official. The board of county commissioners may request the governor declare such disaster or emergency.
- Increased costs above the CPI for law enforcement, fire protection or emergency medical services. Any increased property tax revenue generated for law enforcement, fire protection or EMS shall be expended exclusively for these purposes and shall not be used for the construction or remodeling of buildings.
- Property taxes levied by a subordinate government if the city or county does not have the authority to modify the tax levy of the subordinate body.
- Loss of federal funding after January 1, 2017 where the local government is contractually obligated to provide a service.
- The property tax revenues levied by the city or county have declined in one or more of the preceding three calendar years and the increase in the amount of funding for the budget does not exceed the average amount of funding from such revenue for the preceding three calendar years, adjusted to reflect the change in CPI.
- Loss of assessed valuation due to legislative action, judicial action or a BOTA ruling as written in current statutory law.

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:		
August 2, 2016	KDOT Airport Grant for PAPI Installation		
ORIGINATING DEPARTMENT:	TYPE OF ACTION:	<input type="checkbox"/> ORDINANCE	<input type="checkbox"/> RESOLUTION
Administration	<input checked="" type="checkbox"/> FORMAL ACTION	<input type="checkbox"/> OTHER	

RECOMMENDATION:

I recommend that the Council accept the grant offer from KDOT for Airport Improvement Program for the amount up to \$47,250.00 and to authorize City Clerk Amanda Lomax to sign for the grant documents.

FISCAL NOTE:

DISCUSSION:

This grant offer is for the installation of PAPI's along the runway. KDOT has agreed to pay a maximum of \$47,250.00 for the installation of the lights. The city will be responsible for 10% of the project which is \$4,725.00, all additional construction costs, and preliminary engineering costs.

Respectfully submitted,

Jay Newton,
City Administrator



Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745

Richard Carlson, Interim Secretary
Merrill E. Atwater, Director

Phone: 785-296-2553
Hearing Impaired - 711
kdotaviation@ksdot.org
<http://www.ksdot.org>

Sam Brownback, Governor

July 20, 2016

Mandy Lomax, Director of Finance / City Clerk
City of Beloit
119 N. Hersey
Beloit, Kansas 67420

RE: 2017 KAIP Grant Project Number AV-2017-04

Dear Ms. Lomax:

In follow up to Beloit's request for additional funding for the above referenced project, the Kansas Department of Transportation's (KDOT), Secretary of Transportation has approved your amended request for funding the project summarized as: **Install PAPIs**.

KDOT will reimburse the City of Beloit **90%** of the total project cost, up to a **maximum of \$47,250**, including construction costs and construction engineering. The City of Independence is responsible for all additional construction costs, preliminary engineering and other associated costs.

In continuing the process to execute your FY 2017 Kansas Airport Improvement Program (KAIP) grant for the project, I have attached the following documents:

1. Grant Payee Information sheet
2. Airport Project Agreement specific to your project (2 copies)

If the grant is acceptable, please return all of the following items as soon as possible:

1. Completed Grant Payee Information sheet
2. Both copies of the agreement, bearing original signatures of the sponsor

An original copy of the fully completed agreement will be returned upon being finalized.

If you have any concerns or reservations about the grant agreement, please contact our offices at (785) 296-2553.

We look forward to working with you on these improvements to your airport.

Sincerely,

A handwritten signature in black ink, appearing to read "Merrill E. Atwater".

Merrill E. Atwater
Director

Encl: a/s

AVIATION AGREEMENT FOR EQUIPMENT AND ASSOCIATED FACILITIES

This Agreement is between the **Secretary of Transportation of the State of Kansas**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **CITY OF BELOIT, KANSAS** (the “Airport”), **collectively**, the “Parties.”

RECITALS:

- A. The Airport has applied for and the Secretary has approved an Aviation facilities and equipment project to: **Install PAPIs** for the Moritz Memorial Airport.
- B. The Secretary has approved the use of Kansas Airport Improvement Program (KAIP) funds from the State’s General Aviation Airport Development Fund for this purpose, limited to the scope of the Project, as further described below.
- C. The Secretary and the Airport are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of the airport.
- D. The Secretary and the Airport desire to enter into this Agreement to participate in the cost of the Project by use of State funds.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:

As used in this Agreement, the capitalized terms below have the following meanings:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“Airport”** means the airport operated by the City of Beloit, with the City’s place of business at 119 N. Hersey, Beloit, Kansas 67420.
- 3. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
- 4. **“KAIP”** means the Kansas Airport Improvement Program, administered by KDOT’s Division of Aviation.
- 5. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
- 6. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, reasonably determines are not Participating Costs.

7. **“Participating Costs”** means expenditures for items or services which are an integral part of the Project, as reasonably determined by the Secretary.
8. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the Airport.
9. **“Project”** means all phases and aspects of the endeavor to be undertaken by the Airport, being as follows: **Install PAPIs** and is the subject of this Agreement.
10. **“Secretary”** means the Secretary of Transportation of the state of Kansas, and his or her successors and assigns.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Payment of Costs.** In accordance with KAIP guidelines, the Secretary agrees to reimburse the Airport ninety percent (90%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, but not to exceed **\$47,250.00** for the Project. The Secretary shall not be responsible for Project costs which exceed the Secretary’s maximum participation. The Secretary shall not be responsible for the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed **\$52,500.00**. The Secretary reserves the right to retain up to five percent (5%) of the Secretary’s maximum participation until the Airport completes its obligations under this Agreement to the satisfaction of the Secretary.
2. **Reimbursement Payments.** The Secretary agrees to make such payment to the Airport as soon as reasonably possible after the Project is completed and after receipt of proper billing and certification by the Airport that the Project was completed.
3. **Verification of Project Start** – The Secretary shall not reimburse the Airport until the Secretary receives verification from the Airport that the Project is underway. Verification for the Project may consist of evidence of construction, proof of hiring consultant or contractor for the Project, or other method deemed acceptable by the Secretary’s authorized representative. Failure to submit verification that the Project has been started within two (2) years of the effective date shall result in the Secretary cancelling the Project. Permission to delay the Project start must be approved by the Secretary and evidenced by a supplemental agreement executed by both Parties.

ARTICLE III

AIRPORT RESPONSIBILITIES:

1. **Project Administration.** The Airport agrees to undertake the Project, which entails installation of the facilities and equipment according to FAA standards and Airport’s Project Application, which is incorporated by this reference and made a part of this Agreement. The Airport further agrees to construct/install facilities and equipment in accordance with the plans and specifications and to administer the Project and the payments due to the contractor, including the

portion of cost borne by the Secretary. The Airport will provide to KDOT's Aviation Division certification when the project is complete.

2. **Prevailing Wages.** The Airport will require the Contractor to pay prevailing wages. The Airport will incorporate into the Construction contract the current general wage decision for the county in which the Project is being constructed. The Airport can obtain the current wage decision from KDOT's Bureau of Construction and Materials website.

3. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act as applicable, the Airport will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Airport, the Airport's employees, agents, subcontractors or its consultants. The Airport shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

4. **Financial Obligation.** In accordance with KAIP guidelines, the Airport will be responsible for ten percent (10%) of the total actual costs Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, up to **\$52,500.00**, which is the estimated total actual costs for the Project. The Airport agrees to be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed **\$52,500.00** for the Project. The Airport agrees the total estimated local share costs associated with the Project is **\$5,250.00**. The Airport shall also pay for any Non-Participating Costs incurred for the Project.

5. **Audit.** The Airport will participate and cooperate with the Secretary in an annual audit of the Project. The Airport shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments that have been made with state funds by the Airport for items considered Non-Participating Costs, the Airport shall promptly reimburse the Secretary for such items upon notification by the Secretary.

6. **Accounting.** Upon request by the Secretary, the Airport will provide the Secretary an accounting of all actual Non-Participating Costs associated with the Project which are paid directly by the Airport to any party outside of the Secretary and costs incurred by the Airport not to be reimbursed by the Secretary. This will enable the Secretary to report all costs of the Project to the legislature.

7. **Legal Authority.** The Airport shall adopt all necessary ordinances and/or resolutions and take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

8. **Assurance Clause.** At any time that the public is not allowed access to the airport, the Airport agrees to reimburse the Secretary a prorated amount based on a ten (10) year useful life of the Project. This assurance clause will be valid and enforceable for ten (10) years from the date that the Project the FAA approves and authorizes final payment. This provision is only applicable to closure for non-airport purposes.

ARTICLE IV

GENERAL PROVISIONS:

1. **Civil Rights Act.** The "Special Attachment No. 1," pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
2. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this Agreement and made a part hereof.
3. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not be deemed to control or affect the meaning or construction or the provisions herein.
4. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Airport and their successors in office.
5. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

AIRPORT

By: _____
 Name: _____
 Title: _____

By: _____ (date)
 KANSAS DEPARTMENT OF TRANSPORTATION
 Secretary of Transportation

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:		
August 2, 2016	Electric Pole Bid		
ORIGINATING DEPARTMENT:	TYPE OF ACTION:	<input type="checkbox"/> ORDINANCE	<input type="checkbox"/> RESOLUTION
Electric Department		<input checked="" type="checkbox"/> FORMAL ACTION	<input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the city council approve the Metal Pole Bid from Boettcher in the amount of \$18,783.52.

FISCAL NOTE:

Funding is available under CIP Electric Construction 30-00-8300 (FY2016 Budget is \$70,000 with a current balance of \$70,000.00 as of 7/29/2016).

DISCUSSION:

Respectfully submitted,

Jay Newton,
Interim City Administrator

502 East 12th 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: Pole Bid Recommendation #POLE-070816

DATE: July 28, 2016

Jay and City Council,

I am recommending we approve the bid from Boettcher Supply in the amount of \$18783.52 for 16 steel poles. We sent out 4 bid sheets and received 3 bids.

This will come out of the 30-00-8300 fund.

Boettcher Supply – \$18,783.52
Wesco - \$18,210.64
Kriz-Davis - \$18,398.14
Stanion Wholesale Electric – No Bid

Boettcher Supply is within 10% of the low bid.

Ronald Sporleder
Director of Systems Operations

Pole bid # POLE-070816

CITY OF BELOIT
119 North Hersey
Box 567
Beloit, Kansas 67420 -- (785) 738 - 3551

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

TIME: 3:30 PM
DATE: 7/27/16

for the purchase of the following item(s)/ material(s): **Steel Poles**

All Bids must be good for fifteen days from date above.

All items(s)/ material(s) are to be bid FOB, Beloit, Kansas.

All bids are to be submitted in a sealed envelope prominently marked: Pole Bid #POLE-070816

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.

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 (785)738-3781.

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

Mandy Lomax
City Clerk

City of Beloit
Pole Bid # POLE-070816
SPECIFICATION AND BID SHEET

The poles will be 25 foot in length and will be Valmont round, tapered smooth steel poles. See attached spec sheet for more details.

Item # DS70-R700A220-8S-GV

25' round tapered smooth steel pole, 8' single arm with 15' max arm length, galvanized finish, with pole top cap, arm attachment, hand hole, nut covers, full base cover, anchor base, 3' x 1" X 4" with 12" thread anchor bolts and hardware including 66 extra 1" nuts P/N 131022.

Number of Poles	Length of Poles	Cost per Pole	Total Cost
16	25 foot	\$ 1049.00	\$ 16,784.00

6-8 week lead time

Total Cost FOB City of Beloit including Sales Tax \$ 18,210.64

Company Name WESCO

Name Mitch Meyer

Phone # 712-454-6081

Material will be Ship To:

City of Beloit,
502 E. 12th

Beloit Kansas 67420

PH (785) 738-3781

Fax (785) 738-2290

Ronald Sporleder

Director of System Operations

Must use this form for bid to be valid

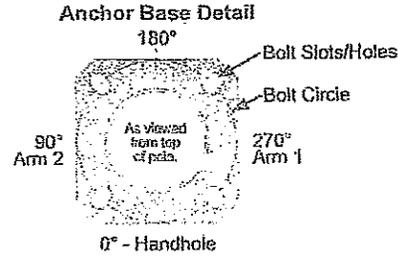
ROUND TAPERED STEEL Smooth DS70



Job Name: _____	Client Name: _____
Job Location - City: _____ State: _____	Created By: _____ Date: _____
Product: DS70 _____ Quote: _____	Customer Approval: _____ Date: _____

ANCHORAGE DATA

Pole Base Dia. (IN)	BASE PLATE				ANCHOR BOLTS				
	HTG. (IN)	WID. (IN)	SQUARE (IN)	THK. (IN)	DIAM. (IN)	LENTH (IN)	HTG. (IN)	PROJECTION (IN)	
7.00	10.00	0.50	10.66	0.875	1.00	36.00	4.00	4.13	0.25
7.50	10.50	0.50	11.25	0.875	1.00	36.00	4.00	4.13	0.25
8.00	11.00	0.50	11.50	0.875	1.00	36.00	4.00	4.13	0.25
8.50	11.50	0.50	12.00	1.000	1.00	36.00	4.00	4.25	0.25
9.00	12.50	0.50	12.38	1.000	1.00	36.00	4.00	4.25	0.25
9.50	13.00	0.50	13.00	1.000	1.00	36.00	4.00	4.25	0.25
10.00	13.50	0.50	14.00	1.000	1.00	36.00	4.00	4.25	0.25



LOAD AND DIMENSIONAL DATA

Pole Height (FEET)	QUANTITY OF ARMS	MAX. ARM LENGTH (FT)	100 MPH WIND LOAD		BASE OD. (IN)	TOP OD. (IN)	WALL THK. (GA)	STRUCTURE WEIGHT (LBS)	MODEL NUMBER
			MAX. MOMENT (FT-LBS)	MAX. WEIGHT (LBS)					
25'-0"	Single	15	2.0	75	7.00	3.92	11	295	R700A220
	Double	15	2.0	75	7.00	3.92	11	385	R700A220
30'-0"	Single	12	2.0	75	7.50	3.72	11	345	R750A270
	Single	15	2.0	75	8.00	4.22	11	370	R800A270
	Double	12	2.0	75	7.50	3.72	11	445	R750A270
	Double	15	2.0	75	8.00	4.22	11	490	R800A270
35'-0"	Single	10	2.0	75	8.00	3.52	11	375	R800A320
	Single	12	2.0	75	8.50	4.02	11	405	R850A320
	Single	15	2.0	75	9.00	4.52	11	445	R900A320
	Double	10	2.0	75	8.00	3.52	11	465	R800A320
	Double	12	2.0	75	8.50	4.02	11	500	R850A320
	Double	15	2.0	75	9.00	4.52	11	560	R900A320
40'-0"	Single	12	2.0	75	9.00	3.82	11	450	R900A370
	Single	15	2.0	75	9.50	4.32	11	510	R950A370
	Double	10	2.0	75	9.00	3.82	11	565	R900A370
	Double	12	2.0	75	9.50	4.32	11	630	R950A370
	Double	15	2.0	75	10.00	4.82	11	665	RT00A370

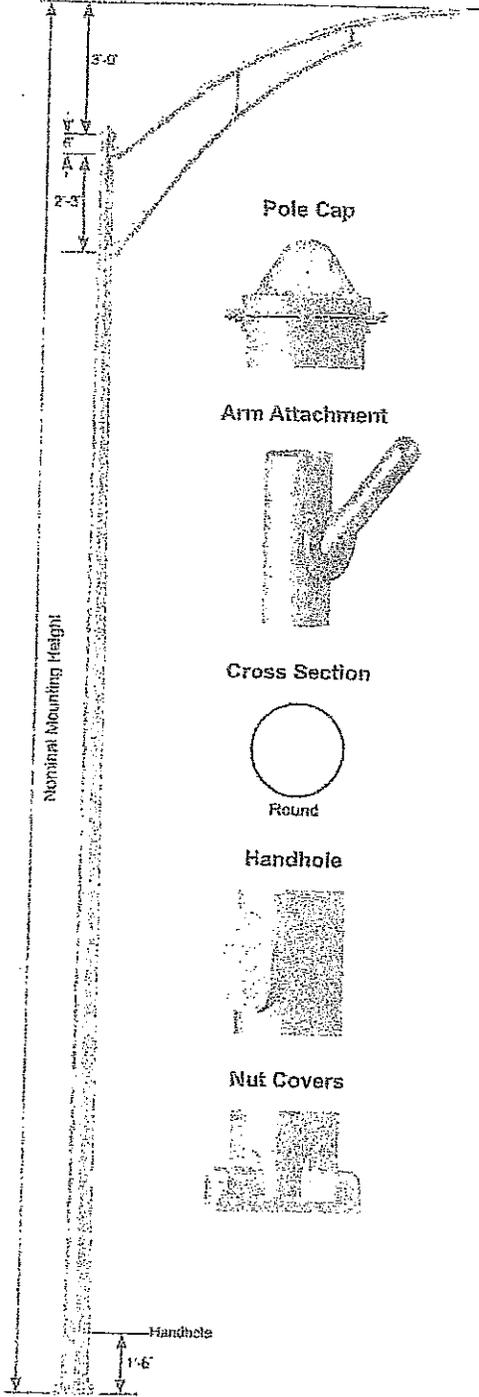
- EPA represents the Effective Projected Area of each laminae. Designs are limited to one laminae per arm. Variations from sizes above are available upon inquiry at the factory. Satisfactory performance of poles is dependent upon the pole being properly attached to a supporting foundation of adequate design.
- Structure Weight is a (nominal) value which includes the pole shaft, base plate and laminae arm(s) only.

PRODUCT ORDERING CODES

SIGN SERIES	MODEL NUMBER	POLE MOUNTING	FINISH	COLOR	V-PROTECT (DN SYSTEM)	OPTIONS
DS70	R750A270	8S	GV	-	-	
	R700A220	8S = 8' Single	GV = Galvanize	-- = Galvanize	-- = Galvanize	See Accessories at
	R750A270	3D = 3' Double	PP = Prime Paint	-- = Prime Paint	-- = Prime Paint	valmontstructures.com
	R800A270	10S = 10' Single	FP = Finish Paint	WH = White	V1 = V-PRO 1	(Please Specify)
	R600A270	10D = 10' Double	GF = Galvanized +	ST = Sandstone	Basic 1 Coat Powder.	
	R800A320	12S = 12' Single	Finish Paint	BK = Black	V2 = V-PRO 2	
	R850A320	12D = 12' Double		ST1 = Silver Metallic	2 Coat Powder or Liquid.	
	R900A320	15S = 15' Single		SL = Silver	Includes epoxy primer &	
	R900A370	15D = 15' Double		LG = Light Gray	top coat.	
	RT00A370			SG = Slate Gray	V3 = V-PRO 3	
				DT = Dark Tan	2 Coat Powder or Liquid.	
				MB = Medium Bronze	Includes zinc primer &	
				CB = Bronze	top coat.	
				DB = Dark Bronze	V4 = V-PRO 4	
				BN = Brown	2 Coat Powder or Liquid.	
				HG = Hunter Green	Includes zinc primer &	
				DG = Dark Green	premium top coat.	
				RD = Red		
				SC = Special Color		
				(Contact Factory)		

VALMONT STRUCTURES CAN CARRY THE MOST CURRENT SPEC INFORMATION AND SUPERSEDES THESE GUIDELINES. SPC7316 04/09

Job Name: _____	Client Name: _____
Job Location - City: _____ State: _____	Created By: _____ Date: _____
Product: DS70 _____	Quote: _____ Customer Approval: _____ Date: _____



SPECIFICATIONS

Pole - The pole shaft conforms to ASTM A595 Grade A with a constant linear taper of 0.14 in/ft.

Pole Top - A removable pole cap with hardware is provided.

Luminaire Arm - Luminaire arms are made from 2" schedule 40 pipe (2.38" OD) with a minimum yield strength of 36,000 psi. Double luminaire arms are oriented 180° apart. For other orientations please consult factory.

Luminaire Arm Attachment - Connection allows arm to be erected and held in place by gravity and secured by four bolts.

Handhole - A covered handhole and grounding provision with hardware is provided.

Nut Covers - Anchor bolt nut covers with hardware are provided.

Full Base Cover - Optional two-piece full base cover is fabricated from ABS plastic. Valmont reserves the right to provide an optional two-piece steel full base cover on some applications depending upon the finish requirement and/or pole base diameter.

Anchor Base - The anchor base (base plate) conforms to ASTM A36.

Anchor Bolts - Anchor bolts conform to ASTM F1554 Grade 55 and are provided with two hex nuts and two flat washers. Bolts have an "L" bend on one end and are galvanized a minimum of 12" on the threaded end.

Hardware - All structural fasteners are galvanized high strength carbon steel. All non-structural fasteners are galvanized or zinc-plated carbon steel or stainless steel.

Finish - Standard finishes are galvanized, prime painted or any of Valmont's V-PRO™ Protection Systems. Additional finish options available upon request.

Design Criteria - Please reference Design Criteria Specification for appropriate design conditions.

ARM DATA

Double Arm Arrangement



City of Beloit
Pole Bid # POLE-070816
SPECIFICATION AND BID SHEET

The poles will be 25 foot in length and will be Valmont round, tapered smooth steel poles. See attached spec sheet for more details.

Item # DS70-R700A220-8S-GV

25' round tapered smooth steel pole, 8' single arm with 15' max arm length, galvanized finish, with pole top cap, arm attachment, hand hole, nut covers, full base cover, anchor base, 3' x 1" X 4" with 12" thread anchor bolts and hardware including 66 extra 1" nuts P/N 131022.

Number of Poles	Length of Poles	Cost per Pole	Total Cost
<u>16</u>	<u>25 foot</u>	<u>\$ 1,045.40</u>	<u>\$ 16,726.40</u>

Total Cost FOB City of Beloit including Sales Tax \$ 18,398.14

Company Name Kriz-Davis Company

Name Luke Racette

Phone # (785) 827-4497

Material will be Ship To:

PH (785) 738-3781
Ronald Sporleder

City of Beloit,
502 E. 12th
Beloit Kansas 67420
Fax (785) 738-2290
Director of System Operations

Must use this form for bid to be valid

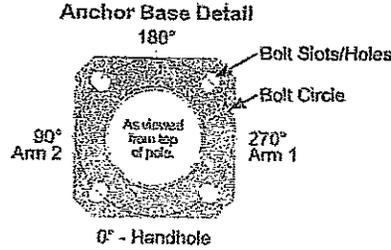
ROUND TAPERED STEEL Smooth DS70



Job Name: _____	Client Name: _____
Job Location - City: _____ State: _____	Created By: _____ Date: _____
Product: DS70 _____ Quote: _____	Customer Approval: _____ Date: _____

ANCHORAGE DATA

POLE BASE CON. (IN)	BASE PLATE			ANCHOR BOLTS		
	DIA. (IN)	THICK. (IN)	THICK. (IN)	DIA. (IN)	LENGTH (IN)	PROJECTION (IN)
7.00	10.50	0.50	10.88	0.875	1.00 x 36.00 x 4.00	4.13
7.50	10.50	0.50	11.25	0.875	1.00 x 36.00 x 4.00	4.13
8.00	11.00	0.50	11.50	0.875	1.00 x 36.00 x 4.00	4.13
8.50	11.50	0.50	12.00	1.000	1.00 x 36.00 x 4.00	4.25
9.00	12.50	0.50	12.38	1.000	1.00 x 36.00 x 4.00	4.25
9.50	13.00	0.50	13.00	1.000	1.00 x 36.00 x 4.00	4.25
10.00	13.50	0.50	14.00	1.000	1.00 x 36.00 x 4.00	4.25



LOAD AND DIMENSIONAL DATA

NOMINAL HEIGHT (FEET)	QUANTITY OF ARMS	MAX ARM LENGTH (FEET)	100 MPH WIND LOADS		POLE DIMENSIONS				
			MAX LUMINAIRE SPACING (FEET)	MAX LUMINAIRE WEIGHT (LBS)	BASE OD (IN)	TOP OD (IN)	WALL THK (GA)	STRUCTURE WEIGHT (LBS)	MODEL NUMBER
25'-0"	Single	15	2.0	75	7.00	3.92	11	385	R700A270
	Double	15	2.0	75	7.00	3.92	11	385	R700A270
30'-0"	Single	12	2.0	75	7.50	3.72	11	345	R750A270
	Single	15	2.0	75	8.00	4.22	11	370	R800A270
	Double	12	2.0	75	7.50	3.72	11	445	R750A270
	Double	15	2.0	75	8.00	4.22	11	490	R800A270
35'-0"	Single	10	2.0	75	8.00	3.52	11	375	R800A320
	Single	12	2.0	75	8.50	4.02	11	405	R850A320
	Single	15	2.0	75	9.00	4.52	11	445	R900A320
	Double	10	2.0	75	8.00	3.52	11	465	R800A320
	Double	12	2.0	75	8.50	4.02	11	500	R850A320
	Double	15	2.0	75	9.00	4.52	11	560	R900A320
40'-0"	Single	12	2.0	75	9.00	3.82	11	450	R900A370
	Single	15	2.0	75	9.50	4.32	11	610	R950A370
	Double	10	2.0	75	9.00	3.82	11	565	R900A370
	Double	12	2.0	75	9.50	4.32	11	630	R950A370
	Double	15	2.0	75	10.00	4.82	11	665	RT00A370

- EPA represents the Effective Projected Area of each luminaire. Designs are limited to one luminaire per arm. Variations from sizes above are available upon inquiry at the factory. Satisfactory performance of poles is dependent upon the pole being properly attached to a supporting foundation of adequate design.
- Structure Weight is a nominal value which includes the pole shaft, base plate and luminaire arms only.

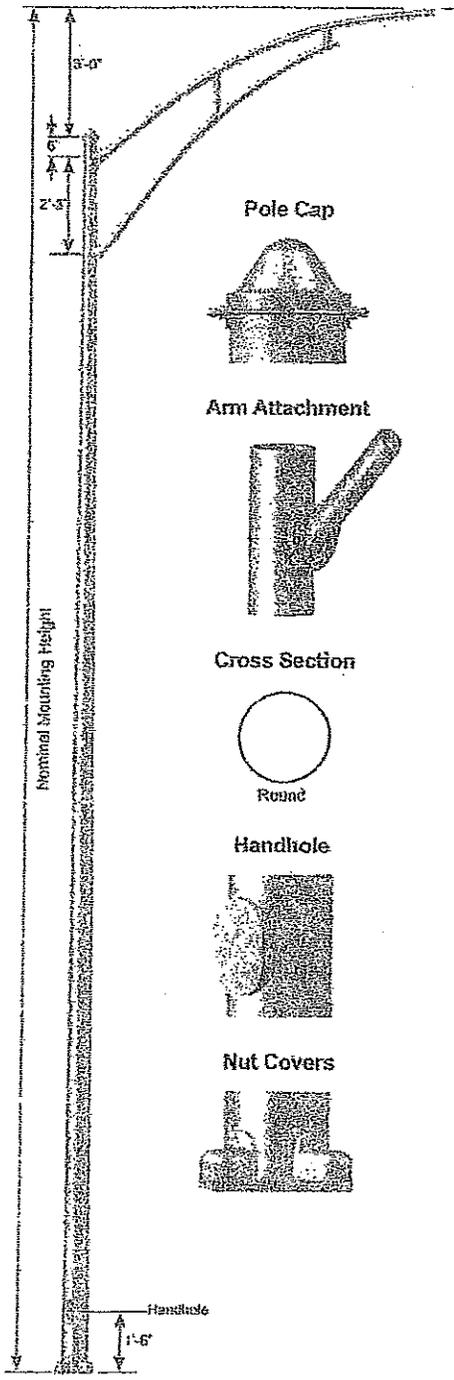
PRODUCT ORDERING CODES

DESIGN SERIES	MODEL NUMBER	PICTURE MOUNTING	FINISH	PAINT COLOR	V-PRO PROTECTION SYSTEM	OPTIONS
DS70	R700A270	8S	GV	--	--	
	R700A220	8S = 8' Single	GV = Galvanize	-- = Galvanize	-- = Galvanize	See Accessories at valmontstructures.com (Please Specify)
	R750A270	8D = 8' Double	PP = Prime Paint	-- = Prime Paint	-- = Prime Paint	
	R800A270	10S = 10' Single	FP = Finish Paint	WH = White	V1 = V-PRO 1	
	R800A270	10D = 10' Double	GF = Galvanized + Finish Paint	ST = Sandstone	Basic 1 Coat Powder	
	R850A320	12S = 12' Single		BK = Black	V2 = V-PRO 2	
	R850A320	12D = 12' Double		SM = Silver Metallic	2 Coat Powder or Liquid	
	R900A320	15S = 15' Single		SL = Silver	Includes epoxy primer & top coat.	
	R900A320	15D = 15' Double		LG = Light Gray	V3 = V-PRO 3	
	R950A370			SG = Slate Gray	2 Coat Powder or Liquid	
	RT00A370			DT = Dark Tan	Includes zinc primer & top coat.	
				MB = Medium Bronze	V4 = V-PRO 4	
				CB = Bronze	2 Coat Powder or Liquid	
				DB = Dark Bronze	Includes zinc primer & premium top coat.	
				BN = Brown		
				HG = Hunter Green		
				DG = Dark Green		
				RD = Red		
				SC = Special Color (Contact Factory)		

valmontstructures.com carries the most current spec information and supersedes these guidelines. SPC-7316 04/09

Pole Assembly - Steel
Pole / Smooth
DS70

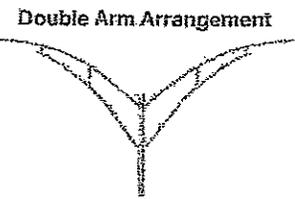
Job Name: _____		Client Name: _____	
Job Location - City: _____	State: _____	Created By: _____	Date: _____
Product: DS70	Quote: _____	Customer Approval: _____	Date: _____



SPECIFICATIONS

- Pole** - The pole shaft conforms to ASTM A595 Grade A with a constant linear taper of 0.14 in/ft.
- Pole Top** - A removable pole cap with hardware is provided.
- Luminaire Arm** - Luminaire arms are made from 2" schedule 40 pipe (2.38" OD) with a minimum yield strength of 36,000 psi. Double luminaire arms are oriented 180° apart. For other orientations please consult factory.
- Luminaire Arm Attachment** - Connection allows arm to be erected and held in place by gravity and secured by four bolts.
- Handhole** - A covered handhole and grounding provision with hardware is provided.
- Nut Covers** - Anchor bolt nut covers with hardware are provided.
- Full Base Cover** - Optional two-piece full base cover is fabricated from ABS plastic. Valmont reserves the right to provide an optional two-piece steel full base cover on some applications depending upon the finish requirement and/or pole base diameter.
- Anchor Base** - The anchor base (base plate) conforms to ASTM A36.
- Anchor Bolts** - Anchor bolts conform to ASTM F1554 Grade 55 and are provided with two hex nuts and two flat washers. Bolts have an "L" bend on one end and are galvanized a minimum of 12" on the threaded end.
- Hardware** - All structural fasteners are galvanized high strength carbon steel. All non-structural fasteners are galvanized or zinc-plated carbon steel or stainless steel.
- Finish** - Standard finishes are galvanized, prime painted or any of Valmont's V-PRO™ Protection Systems. Additional finish options available upon request.
- Design Criteria** - Please reference Design Criteria Specification for appropriate design conditions.

ARM DATA





QUOTATION

Valmont Industries, Inc.
28800 Ida Street

Quote Number: 337365-01
Created: 7/11/2016 12:37:48 PM
Revised: 7/11/2016 12:40:23 PM

Valley, NE 68064

Prepared for: 089 Power Equipment Sales
Attention: Angela Rude

Budgetary: No

RFQ: Project: City of Beloit, Kansas - Pole Bid 070816

NOTICE

Quoted prices will be held firm for 30 days. Prices are subject to change if the order is not released within 60 days from the date of the purchase order.

ITEM	DESCRIPTION	QTY	UNIT PRICE
1	DS70-700A220-8S-GV-HH-NC-AB -- ADDITIONAL 66 1" ANCHOR BOLT NUTS --	16	\$1,045.40
2	ADDITIONAL 1" NUTS FOR DS70 ANCHOR BOLTS	66	
		82	\$16,726.40

NOTES

* Freight Allowed

FINISH SYSTEM

Galvanized (GV) Base Coat: Hot-Dip Galvanized to ASTM A123 Spec: F-1.

GENERAL

Unit prices reflected on this quote are for this project's bill of material only, and should not be used individually on other projects without approval from Valmont.

Anchor Bolts are included

Price includes nut covers

Sized by customer

The pricing on this quote is valid for a single release with all items shipping together at one time. Pricing will be subject to review and revision if multiple releases are required.

- * Preshipped anchor bolts at CUSTOMER'S expense.
- * Based on current business conditions, the lead time is 6-8 weeks after acceptable approval and release of the order. This lead time may be different at time of release, confirm with the factory.
- * Quote is subject to Valmont's standard terms and conditions. See attached copy.
- * Power Equipment Sales is responsible for verification of bill of materials.
- * All quotations subject to acceptance by Valmont at time of order placement.
- * Without Specifications
- * F.O.B Valmont Factory
- * Terms: NET 30 Days



VALMONT INDUSTRIES, INC.
STANDARD TERMS AND CONDITIONS OF SALE

AGREEMENT: This document ("Document") contains the standard terms and conditions of sale by Valmont Industries, Inc. ("Supplier"), to Purchaser, of products, materials, other goods, equipment, operations, or services ("Product"). If this Document is a quotation, then the offer contained herein shall remain open for thirty (30) days from the date it was issued, unless otherwise specified, and Purchaser shall be deemed to have accepted the offer and terms and conditions contained herein upon the earlier of: (1) Purchaser's signature and return of this Document to Supplier by fax or any other means; (2) Supplier's receipt of any order or any other writing from Purchaser indicating Purchaser's acceptance and agreement to the terms hereof; or (3) Purchaser's acceptance of any shipment of Product. Whether this Document is a quote, an invoice, or otherwise, the terms and conditions of the parties' agreement shall consist solely of the terms and conditions contained in this Document, together with any separate written agreement previously executed by both Purchaser and Supplier, any invoices generated in connection herewith, and any written addenda to the foregoing that are signed by Purchaser and Supplier (all of which are hereinafter collectively referred to as the "Agreement"). Any additional or different terms contained in any order or other document submitted by Purchaser to Supplier shall be deemed rejected, unless expressly accepted in writing by Supplier. In no event shall Supplier's silence or failure to respond to any such additional or different terms be deemed to constitute acceptance or approval thereof. If this Document is a quotation, then failure of the Purchaser to reject these terms and conditions in writing upon the first to occur of the receipt of this or any other document from or on behalf of the Supplier containing these terms and conditions or the delivery of Product pursuant to the Agreement shall constitute final acceptance of the terms and conditions hereof. To the extent this invoice is in any way deemed to be an acceptance of an offer of the Purchaser, any such acceptance of the Supplier is expressly conditioned upon the consent of the Purchaser to the terms and conditions of the Agreement.

MODIFICATIONS, RESCISSION & CANCELLATION: The Agreement may be modified or rescinded only in writing signed by duly authorized representatives of the parties. For any changes requested by Purchaser to the specification, style, or quantity of the Product, Purchaser shall pay the Supplier a charge equal to the actual additional cost incurred by the Supplier as a result of such change plus a reasonable percentage of such actual cost for overhead and profit. Orders may be canceled only with Supplier's written consent and upon terms which will save Supplier from loss, including all out-of-pocket costs and lost profits.

LIMITED WARRANTY: Supplier warrants the Product to be free of material and workmanship defects for a period of one year from the date of shipment, but said warranty is limited to material and workmanship of Product designed and manufactured by the Supplier. For any product manufactured using items supplied by Purchaser or Purchaser's designee, Supplier makes no warranty concerning the design, fabrication, or manufacture of the items supplied. Such items shall carry only the respective designer's, fabricator's, or manufacturer's warranty, if any. For product manufactured or fabricated by Supplier according to specifications or designs provided by Purchaser or Purchaser's designee, Supplier makes no warranty concerning the adequacy or sufficiency of the specifications or designs themselves. All warranty claims alleging defects of materials or workmanship must be submitted in writing within seven (7) days after the discovery of the defect or such claim shall be considered waived. Supplier will not accept Product returned to it for repair or replacement, unless Supplier is previously notified of the defect in writing and the return or correction is authorized by Supplier in writing. Any Product deemed by Supplier, in its sole discretion, to be defective in material or workmanship will be repaired or replaced, at Supplier's option, F.O.B. Supplier's plant. Supplier's obligation to repair or replace any defective Product shall not include any obligation to reimburse the Purchaser for transportation, installation, removal, unauthorized repairs, or any other expenses that may be incurred by the Purchaser or others in relation to any Product defect. **THIS WARRANTY EXCLUDES (I) FATIGUE FAILURE OR SIMILAR PHENOMENA RESULTING FROM INDUCED VIBRATION, HARMONIC OSCILLATION OR RESONANCE ASSOCIATED WITH MOVEMENT OF AIR CURRENTS AROUND THE PRODUCT. FURTHER, LABOR REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS SHALL BE THE RESPONSIBILITY OF THE CUSTOMER; (II) DAMAGE CAUSED BY IMPROPER INSTALLATION, OVERLOADING, MISUSE, ABUSE, ACCIDENT OR NEGLIGENCE.** In addition, this warranty does not cover alterations, modifications, or additions unless the change is acknowledged and accepted, in advance in writing, by Valmont; and (iii) if the products are to be used on an existing foundation or on other structures, the customer assumes all responsibility for the structural integrity of the existing foundation, anchorage or structures and all the consequences arising therefrom.

THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES GIVEN BY SUPPLIER, AND SUPPLIER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOM, COURSE OF DEALING, USAGE OF TRADE, OR OTHERWISE. THE REMEDY OF REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT SET FORTH IN THE FOREGOING WARRANTIES SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. SUPPLIER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, EXPENSE, OR DAMAGE, WHETHER DIRECT, CONSEQUENTIAL, INCIDENTAL, OR OTHERWISE (INCLUDING LOST PROFITS, LOSS OF CONSTRUCTION BONUS OR INCENTIVES), RESULTING FROM THE POSSESSION, INSTALLATION, ERECTION, START-UP, USE, MAINTENANCE, OPERATION, REMOVAL, OR RESALE OF SUPPLIER'S PRODUCT OR CAUSED BY ANY DEFECT, FAILURE, OR MALFUNCTION OF ANY PRODUCT, WHETHER A CLAIM FOR SUCH DAMAGES IS BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, OR OTHERWISE. NO PERSON HAS THE AUTHORITY TO BIND THE SUPPLIER TO ANY REPRESENTATION OR WARRANTY OTHER THAN THE FOREGOING LIMITED WARRANTIES AS DISCLAIMED.

DELIVERY, FREIGHT & RISK OF LOSS: All products are sold F.O.B. factory, full freight allowed within the continental United States, consisting of the lower 48 contiguous states, unless otherwise specified in writing. For shipment destinations outside the continental U.S., freight charges will be prepaid to the nearest port of exit with all other applicable charges from said point of delivery being the responsibility of the customer, unless otherwise noted. The method of shipment will be solely determined by Valmont, using a common carrier of Valmont's choice and delivered to the nearest destination. The customer assumes and will pay all charges for special services such as cartage, airfreight, express deliveries, parcel post and multiple deliveries on one order. For orders less than \$1,500, freight may not be included and may be prepaid and charged to the customer. Orders below \$500 may incur a processing fee. Freight charges for anchor bolts or accessories shipped independent of the structures (at the customer's request) may be billed separately and paid by the customer, unless otherwise specified in writing. Risk of Loss, including transportation delays and losses, shall pass to Purchaser upon the earlier of (i) completion of the Product's manufacture, if shipment is delayed by Purchaser, (ii) delivery of the Product to the Purchaser in cases where shipment is F.O.B. destination, or (iii) delivery of the Product to the carrier in cases where shipment is collect or is F.O.B. point of shipment.

PRICING: All prices and discounts are subject to change without advance notice except those shown on a specific quotation indicating the prices to be firm for thirty (30) days from the date of the quotation. For quotations accepted by Purchaser, Purchaser agrees that if the contract documents or designs or the prices of raw materials change from that contained in the quotation, Supplier has a right to charge additional compensation for increased costs, including, without limitation, costs related to freight and raw materials, as well as for increased margin associated therewith. Orders delayed or put on customer hold may not be price protected beyond the date of a general price increase announcement.

Lighting, Traffic and Communication Structures
Valmont Industries, Inc. 28800 Ida Street P.O. Box 358 Valley, Nebraska 68064-0358 USA
402-359-2201 800-825-6668 Fax 402-359-6221 valmont.com valmontstructures.com



RETURNS & CLAIMS FOR SHORTAGES: Supplier will not accept returns for custom-made Product for any reason, provided that Supplier will accept returns made solely for repair or replacement under the foregoing express warranties, but only if Supplier has previously authorized said returns in writing. Standard (non-custom) Product may not be returned without the written consent of Supplier obtained within thirty (30) days after shipment, and only upon the following conditions: (i) all returned Product must be in excellent and merchantable condition and in the original packaging; (ii) the outbound and return freight must be pre-paid; and (iii) the return is subject to certain charges depending on current pricing and product. All claims for shortages must be made in writing within 30 days of receipt of shipment at destination.

PRODUCT SHIPPED WITH PROTECTIVE COVERING: Product received at the point of destination with protective covering should be unwrapped immediately and inspected. Any exposure to moisture during transportation or storage may cause the wrapping materials to stain the Product. Product is wrapped for protection during shipment.

INSTALLATION: Purchaser shall be solely responsible at its cost for the installation and erection of the Product purchased. Although Supplier may, in some cases, provide data, manuals, instructions, designs, drawings or specifications to aid Purchaser with installation or start-up, SUPPLIER ASSUMES NO RESPONSIBILITY FOR PROPER INSTALLATION OR SUPPORT OF THE PRODUCT WHEN ERECTED AND DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO SUCH INSTALLATION OR SUPPORT, WHETHER OR NOT DATA, MANUALS, INSTRUCTIONS, DESIGNS, DRAWINGS OR SPECIFICATIONS ARE PROVIDED.

DELAYS: Supplier will deliver or ship with reasonable promptness, but shall not be liable for delays for any reason beyond the Supplier's reasonable control, including, but not limited to, delays caused by acts of God, war, riot, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, mill conditions, strikes, differences with workmen, delays in transportation, shortages of cars, fuel, labor or materials. IN ANY SUCH EVENT, SUPPLIER SHALL HAVE SUCH ADDITIONAL TIME WITHIN WHICH TO PERFORM AS MAY BE REASONABLE AND NECESSARY UNDER THE CIRCUMSTANCES, AND SUPPLIER SHALL NOT BE LIABLE TO PURCHASER FOR ANY DAMAGES ARISING FROM SUCH DELAYS, LOSS OF USE OR FOR OTHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND WHATSOEVER. IN NO EVENT SHALL SUPPLIER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR CLAIMS FOR LABOR RESULTING FROM FAILURE OR DELAY IN DELIVERY.

CREDIT APPROVAL & SECURITY FOR PAYMENT: Acceptance of any offer of Supplier is subject to Supplier's approval of Purchaser's credit, and Supplier may at any time decline to make any shipment or delivery, or to perform any services, except upon receipt of payment or security, or upon such other terms as may be satisfactory to Supplier. To secure the payment of any and all amounts due Supplier under this Agreement or any other contract between the parties, Supplier retains and the Purchaser grants to Supplier a security interest in the Product purchased hereunder and agrees to execute and deliver to Supplier such financing statements or to take any other action necessary to perfect Supplier's security interest as Supplier may reasonably request.

TERMS, INVOICES, PAYMENT, LATE CHARGE & TAXES: Payment terms are NET thirty (30) days from the date of Supplier's invoice, unless otherwise specified and approved in advance in writing from the Valmont Credit Department. Invoices will be rendered upon delivery of each order to Purchaser. All payments shall be made to the "remit to" location as stated on the Supplier's invoice. Supplier reserves the right to invoice, and Purchaser agrees to pay for, any or all Product ready for shipment, together with expenses, costs, and losses associated therewith, whenever shipment is delayed pursuant to Purchaser's written instructions or for other reasons beyond Supplier's control. Invoices for anchor bolts shipped in advance of the structures may be billed at the time of such anchor bolt shipment. A monthly late charge of 1.5% of the invoice amount or \$50, whichever is greater, will be assessed on all past-due amounts. Any tax or other charge imposed by law on the sale of goods or the performance of services shall be paid by the Purchaser, unless the law specifically provides that such payment must be absorbed by Supplier. Purchaser shall inform the Supplier, in advance in writing, of such taxes or other charges imposed by state, municipal, or other law that are to be paid by the Supplier.

DEFAULT OF PURCHASER: In the event that (i) Purchaser fails to pay any invoice when due; (ii) Purchaser breaches this Agreement or any other contract with Supplier or any of its affiliated companies; or (iii) Purchaser's financial strength becomes unsatisfactory, Purchaser shall thereby be in default, and Supplier reserves the right, in its sole discretion, to do any one or more of the following: (i) cancel this Agreement and any work in progress, shipments, and pending orders without further notice; (ii) declare all sums owing from Purchaser to Supplier to be due and payable; (iii) require payment in advance of performance, in certified funds; (iv) foreclose any security interest; (v) require other security satisfactory to Supplier. Purchaser shall be liable to Supplier for any and all damages, whether direct, indirect, consequential, special or any other kind of damages, caused by or arising out of any breach of this agreement, provided that the exercise of any rights under this contract shall not bar Supplier from exercising its rights under the UCC or any other applicable law. The Purchaser waives any applicable statutory exemptions and shall pay all expenses incurred by Supplier in the collection of the amounts due under the Agreement, including attorneys' fees.

INDEMNIFICATION & GOVERNING LAW: Purchaser shall indemnify and hold Supplier harmless from all expenses (including attorneys' fees), claims, demands, suits, judgments, actions, costs, and liabilities (including without limitation those alleging Supplier's own negligence) which may arise from, relate to, or be connected with the Purchaser's possession, installation, erection, start-up, use, maintenance, operation, removal, or resale of the Product described herein and any manuals, instructions, designs, drawings or specifications related thereto. All disputes relating to the execution, interpretation, construction or enforcement of the rights and obligations of the parties hereto shall be governed by the laws of, and resolved in the State and Federal courts in the State of Nebraska, and the parties hereby consent to venue in Omaha, Nebraska. THE PURCHASER AND SUPPLIER EACH HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY ON ANY CLAIM (INCLUDING COUNTERCLAIMS) ARISING WITH RESPECT TO THE GOODS PURCHASED HEREUNDER. Any lawsuit based on or related in any way to the Agreement or the Product described therein must be commenced within one (1) year after delivery of the Product or other goods to the Purchaser or it shall be barred.

Pole bid # POLE-070816

CITY OF BELOIT
119 North Hersey
Box 567
Beloit, Kansas 67420 -- (785) 738 - 3551

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

TIME: 3:30 PM
DATE: 7/27/16

for the purchase of the following item(s)/ material(s): **Steel Poles**

All Bids must be good for fifteen days from date above.

All items(s)/ material(s) are to be bid FOB, Beloit, Kansas.

All bids are to be submitted in a sealed envelope prominently marked: Pole Bid #POLE-070816

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.

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 (785)738-3781.

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

Mandy Lomax
City Clerk

MEMORANDUM

TO: Mayor and City Council

FROM: Katie Schroeder, Beloit City Attorney
James Bentz, Director of Water/Wastewater

DATE: July 29, 2016

RE: Agreement Granting Finn-Kool, Inc. and D & C Finney, LLC Permission to Build Over A City Sewer Easement

D & C Finney, LLC, owns the property at 3161 US 24 Highway where Finn-Kool, Inc. operates its business. The City owns and maintains a sewer easement running diagonally from the southwest to the northeast of the property. Finn-Kool desires to expand its business by constructing an additional commercial building, which, once constructed, will be located over a portion of this sewer easement. Finn-Kool is also requesting movement of a gray water line in the northwest corner of their property which will require an easement, but is not a part of this agreement.

Mr. Finney has informed and represented to the City that the building to be constructed over the existing sewer line will not in any way affect the sewer line nor will it place any additional weight, stress or load upon any portion of the existing sewer line. In the event it becomes necessary for the City to excavate or otherwise maintain the sewer line, Finn-Kool, Inc. and D & C Finney, LLC have agreed to be responsible for any and all additional costs or expenses due to the existence of a building being located over the sewer line.

An agreement has been prepared for Council approval that will grant Finn-Kool, Inc. and D & C Finney, LLC permission to construct its addition over the City's sewer line. This Agreement will be filed with the Mitchell County Register of Deeds and will be binding upon any future owner of the property.

The Finneys will be paying all costs associated with moving the gray water line, engineering fees for the new easement, and attorney fees for the preparation of this agreement and a new easement for the water line.

AGREEMENT GRANTING PERMISSION TO BUILD UPON SEWER EASEMENT

THIS AGREEMENT GRANTING PERMISSION TO BUILD UPON SEWER EASEMENT ("Agreement") is made this 2nd day of August, 2016, by and between D & C FINNEY, LLC, a Kansas limited liability company, ("Owner"), FINN-KOOL, INC., a Kansas corporation and occupant of the property, ("Finn-Kool"), and the CITY OF БЕЛОIT, KANSAS, a Kansas municipality ("City").

WITNESSETH:

WHEREAS, D & C Finney, LLC is the owner of certain real property, including improvements thereon, to-wit:

A tract of land located in the Southeast Quarter (SE1/4) of Section Ten (10), Township Seven (7) South, Range Seven (7) West of the 6th P.M., City of Beloit, Mitchell County, Kansas, more particularly described as follows: Commencing at the Southwest Corner of the Southeast Quarter (SW/c SE1/4) of Section Ten (10), Township Seven (7) South, Range Seven (7) West; thence easterly along the South Line of said Southeast Quarter (SE1/4) on a bearing of N 89°02'06" E a distance of 424.33 feet to the Easterly Right-of-Way line of Highway U.S. 24, as described in Case No. 8043 at the District Court of Mitchell County; thence northerly along said Easterly Right-of-Way on a curve to the right with a radius of 2,804.93 feet and an arc length of 97.98 feet, the chord of said curve being on a bearing of N24°29'21" W, a distance of 97.75 feet; thence continuing northerly along said Easterly Right-of-Way on a bearing of N23°29'35" W a distance of 301.94 feet, to the POINT OF BEGINNING; thence continuing northerly along previous course a distance of 438.97 feet to the Southerly Right-of-Way line of the Union Pacific Railroad; thence easterly along said Southerly Right-of-Way line on a bearing of S 88°00'18" E a distance of 489.32 feet; thence southerly parallel to the West Line of the Southeast Quarter (SE1/4) of said Section Ten (10) on a bearing of S 0°00'39" E a distance of 349.42 feet; thence westerly on a bearing of S 83°27'31" W a distance of 316.14 feet to the Point of Beginning.

[Recorded on December 10, 2014 in Book 131 of Deeds, pages 7-8]

upon which there exists a certain permanent utility easement held by and in favor of the City which easement is described as follows (the "Easement Property"), to-wit:

A tract of land located in the Southeast Quarter of Section (10), Township Seven (7) South, Range Seven (7) West of the 6th P.M., in Mitchell County, Kansas, more particularly

described as follows: A strip of land 30 feet in width, being centered on a line described as Beginning on the East right-of-way line of Highway US 24 at a point 335 feet Southeast of the intersection of the said Highway right-of-way line with the South right-of-way line of the Missouri Pacific Railroad; thence Northeasterly to said Railroad right-of-way line at a point 330 feet East of the said point of intersection of right-of-way lines, terminating at said point, containing 0.2 acres.

[Recorded on July 11, 1995 in Book 101 of Miscellaneous, pages 190-192]

and

WHEREAS, Finn-Kool operates its business out of the building and improvements located on said property;

WHEREAS, Owner and Finn-Kool desire to expand its business by constructing an additional commercial building, which, once constructed, will be located over an existing sewer line owned by the City and located within the Easement Property; and

WHEREAS, Owner and Finn-Kool have represented to the City that the building to be constructed over the existing sewer line within the Easement Property will not in any way affect the City's existing sewer line nor will it place any additional weight, stress or load upon any portion of the existing sewer line; and

WHEREAS, in the event it becomes necessary for the City to excavate or otherwise maintain the aforesaid sewer line, Owner and Finn-Kool have agreed to be responsible for any and all additional costs or expenses due to the existence of a building being located over the City's aforesaid sewer line located with the Easement Property; and

WHEREAS, the City desires to grant Owner and Finn-Kool permission to construct said additional building so long as said building will not add any additional weight, stress, load or in any way cause any damage to or shorten the useful life of the City's existing sewer line;

WHEREAS, the sewer line located within the Easement Property that is the subject of this Agreement has recently been inspected by qualified professionals and the sewer line was found to be in good condition, and

NOW, THEREFORE, for and in consideration of the sum of \$1.00 and other good and valuable consideration, and intending to be legally bound hereby, the parties agree as follows:

1. Subject to all terms and conditions of this Agreement, the City hereby grants Owner and Finn-Kool permission to construct a building onto and over a portion of the City's Easement Property within which is located an existing sewer line.

2. All costs, expenses, responsibilities, claims and liabilities that arise out of or are in any way associated with Owner and Finn-Kool's additional building that will lie over or upon any portion or all of the Easement Property as constructed, maintained, operated, used, modified, demolished, occupied or expanded shall be the sole responsibility and obligation of Owner and Finn-Kool. It is expressly agreed that the City shall bear no additional costs for maintaining, rehabilitating, reconstructing, demolishing, using or operating its sewer line within the Easement Property created by

the existence of Owner and Finn-Kool's building or other improvements located anywhere within or upon the Easement Property.

3. Owner and Finn-Kool agree that in the event that said additional building to be hereafter constructed over or upon any portion of the Easement Property interferes in any way whatsoever with the City's ability to inspect, maintain, repair, reconstruct, modify or use the sewer line or said easement, Owner and Finn-Kool will be solely responsible for making all modifications necessary in order to allow the City the full and complete ability to inspect, remove the floor to excavate, maintain, repair, reconstruct, modify or use the said sewer line, at Owner and/or Finn-Kool's sole cost and expense, within a reasonable time after receiving written notification from the City to make any necessary changes or modifications. In the event the sewer line needs immediate repairs due to flooding conditions or any other condition that may cause imminent danger to the health, safety or welfare of the public, Owner and Finn-Kool shall immediately, upon notice by the City, make any modifications, including clearing all equipment from within the Easement Property to allow heavy machinery to enter into the building and excavate to the appropriate depth to make repairs or replace portions or all of the sewer line.

4. With respect to the additional building to be constructed, maintained and/or operated over or upon any portion of the Easement Property, Owner and Finn-Kool agree to and will fully comply with each of the following:

- (a) All costs associated with any removal and/or replacement of any of Owner and Finn-Kool's improvements (including, but not limited to: concrete work, the slab of concrete over or upon any of the Easement Property, walls, roof, doors and windows) shall be at the sole cost and expense of Owner and Finn-Kool and shall be promptly completed by Owner and Finn-Kool.
- (b) Owner and Finn-Kool shall not place any permanent machinery, equipment, and shelving or like items within any portion of any building that is located over or upon the City's sewer line or the Easement Property or portion thereof.
- (c) Owner and Finn-Kool realize and understand that in the event of any damage to the City's sewer line that any needed repairs or maintenance must be made immediately and, if not, additional damages may occur. Owner and Finn-Kool will provide, at all times, a current emergency contact name and telephone number so that the City, its agents, employees and representatives may obtain prompt entry into the building that is built over or upon the sewer line. Owner and Finn-Kool agree to provide immediate access to the building when so required by the City.

5. All construction by Owner and Finn-Kool or its contractor shall be subject to the prior review and written approval of the City's engineers or other professionals. The City's engineers and other professionals shall have the right to require changes to the design of any improvements (including, but not limited to, the additional building referred to in this Agreement), in their sole and absolute discretion, that will be located upon or which in any way may affect the City's sewer line or the Easement Property. Owner and Finn-Kool represent to and assure the City that the building to be constructed over the existing sewer line within the Easement Property will not in any way affect the City's existing sewer line nor will it place any additional weight, stress or load upon all or any portion of the City's existing sewer line. Owner and/or Finn-Kool agree to reimburse the City for all reasonable engineering or related professional costs that the City may incur or be charged arising out of or in any

way related to Owner and Finn-Kool's (a) construction of any building or other improvement over or upon the City's sewer line located within the Easement Property; or (b) maintenance or use of any building or other improvement over or upon the City's sewer line located within the Easement Property.

6. In the event that the City must excavate its sewer line within Owner and Finn-Kool's building, Owner and Finn-Kool agree to provide temporary use of twenty (20) additional feet of space on each side of the Easement Property within the building so that the City, its contractors and employees will have adequate space to store earth and other materials, maintain and/or make necessary repairs or reconstruct part or all of the said sewer line.

7. The parties agree that the City's sewer line located within the Easement Property shall be inspected every five (5) years by a professional trained and qualified to make such inspections at the sole cost and expense of Owner and Finn-Kool. The City will engage the professional or professionals for each inspection and shall provide Owner and Finn-Kool with a copy of any written report compiled by reason of the inspection. Owner and/or Finn-Kool agree to reimburse the City all costs associated with the inspection within thirty (30) days of the date the City forwards to Owner and/or Finn-Kool its statement for such inspection services.

8. The City agrees:

- (a) to exercise reasonable care under the circumstances in performing any work within the Easement Property so as to minimize the damage to Owner and Finn-Kool's building, improvements or property and the disruption to Owner and Finn-Kool's business operations;
- (b) to provide as much advance notice as is reasonably possible to Owner and Finn-Kool of City's intent to enter upon and perform work within the Easement Property and of the nature and scope of the work to be performed; and
- (c) to allow the Owner and Finn-Kool to participate with the City, and to cooperate with Owner and Finn-Kool, in the staging and planning for the City's prosecution of work within the Easement Property so that Owner and Finn-Kool can reasonably assist or advise in the minimization or mitigation of damages to Owner and Finn-Kool's building, improvements or property and the disruption to Owner and Finn-Kool's business operations.

9. Owner and Finn-Kool further agree to indemnify and hold the City, its officials, employees, representatives, contractors and agents harmless from any damages, claims, costs, expenses or fees arising from the removal and/or installation and/or subsequent replacement and/or maintenance of the sewer line within the Easement Property but only to the extent such damages or costs are suffered or incurred directly as a result of Owner or Finn-Kool's buildings, improvements and property being located in the Easement Property and exceed the damages or costs which the City would suffer or incur in performing work to the sewer line if Owner and Finn-Kool's building, improvements or property were not located within the Easement Property. By way of example only in the event the City must disturb, modify or demolish Owner and Finn-Kool's concrete work or Owner and Finn-Kool's other property in order to repair or replace the sewer line, the City's costs and expenses for the overall project will be limited to the costs and expenses of the repair or replacement of the sewer line (as if Owner and Finn-Kool's building and other improvements were not built over the City's sewer line) and the Owner and/or Finn-Kool will fully be responsible for the costs of (i)

disturbance, modification or demolition of the Owner and/or Finn-Kool's concrete work or Owner and/or Finn-Kool's other property within the Easement Property and (ii) the subsequent repair, modification and replacement of Owner and/or Finn-Kool's concrete work or Owner and/or Finn-Kool's other property. The City shall not be responsible for any damages caused to Owner and Finn-Kool's property (including, but not limited to, the building, any concrete work, equipment, machinery, materials or supplies). Owner and Finn-Kool agree to indemnify the City, its officers, officials, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with Owner and Finn-Kool's building to be constructed and located upon or over the City's sewer line or within the Easement Property, as well as all operations or activities of Owner and Finn-Kool, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Owner and Finn-Kool hereunder, or arising from Owner and Finn-Kool's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities to the extent the same arise or result from any negligence or willful misconduct of the City, its officers, contractors, agents or employees, who are directly responsible to the City, and in connection therewith:

(a) Owner and Finn-Kool will defend any action or actions filed in connection with any of said claims or liabilities with legal counsel of its choosing and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Owner and Finn-Kool will promptly pay any final judgment rendered against the City, its officers, officials, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, construction, maintenance, operations or activities of Owner and Finn-Kool required or provided for hereunder; and Owner and Finn-Kool agree to save and hold the City, its officers, officials, agents, and employees harmless therefrom;

(c) In the event the City, its officers, officials, agents or employees is made a party to any action or proceeding filed or prosecuted against Owner and Finn-Kool for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, maintenance, construction, operation or activities of Owner and Finn-Kool hereunder, Owner and/or Finn-Kool agree to pay to the City, its officers, officials, agents or employees, any and all costs and expenses incurred by the City, its officers, officials, agents or employees in such action or proceeding, including but not limited to, reasonable legal costs and attorneys' fees.

10. The parties agree that the obligations and responsibilities created hereunder shall be binding upon their successors and assigns.

11. If there is any material default by either party hereto in the performance of the terms and conditions of this Agreement, the non-defaulting party may terminate this Agreement; provided, however, that the defaulting party was provided with written notice of the default and given thirty (30) days in which to cure same. If a timely cure is not made by the defaulting party, this Agreement may be terminated by the non-defaulting party immediately upon notice of the same. Nothing in this Agreement shall be construed to limit either party's lawful remedies in the event of a default in the

terms of the Agreement. If Owner or Finn-Kool is the defaulting party, in lieu of termination of this Agreement, which would require Owner or Finn-Kool to remove its building and other improvements from the Easement Property, the City, in its sole and absolute discretion, may cure such default, at Owner and/or Finn-Kool's cost and expense, which Owner and/or Finn-Kool agree to promptly reimburse to the City.

12. Non-liability of Officers, Officials and Employees. No officer, public official or employee of the City shall be personally liable to Owner or Finn-Kool, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Owner or Finn-Kool or to its successor, or for breach of any obligation of the terms of this Agreement.

13. Notice. Except for emergencies otherwise provided for hereinabove, any other notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, to the following:

For Owner: D & C Finney, LLC
3161 US 24 Hwy
Beloit, Kansas 67420

For Finn-Kool: Finn-Kool, Inc.
3161 US 24 Hwy
Beloit, Kansas 67420

For City: City of Beloit
119 N. Hersey
Beloit, Kansas 67420
Attn: City Administrator

14. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. This Agreement, including the recitals and attachments, except where expressly provided to the contrary, constitute the understandings and agreements of the parties. In the event of a conflict, the provisions of the main body of this Agreement shall prevail over the provisions of the attachments.

15. Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

16. Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

17. Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

18. Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

19. Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of Kansas. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the District Court of Mitchell County, Kansas.

20. Covenant Running with the Land. This Agreement shall constitute a covenant running with the land and shall be binding upon all successors, assigns and legal representatives of all parties hereto.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

D & C FINNEY, LLC

FINN-KOOL, INC.

By: _____
Dwight D. Finney, Member

By: _____
Dwight D. Finney, President

By: _____
Christine B. Finney, Member

By: _____
Christine B. Finney, Secretary

CITY OF BELOIT, KANSAS

By: _____
Tom Naasz, Mayor

ATTESTED BY:

Amanda J. Lomax, Clerk

STATE OF KANSAS,
SS:
MITCHELL COUNTY,

BE IT REMEMEBERED, That on this ____ day of August, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Dwight D. Finney, Member, and Christine B. Finney, Member, of D & C Finney, LLC, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my seal, the day and year last above written.

(Seal)

Notary Public

Term expires:

STATE OF KANSAS,
SS:
MITCHELL COUNTY,

BE IT REMEMEBERED, That on this ____ day of August, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Dwight D. Finney, President, and Christine B. Finney, Secretary, of Finn-Kool, Inc., who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my seal, the day and year last above written.

(Seal)

Notary Public

Term expires:

STATE OF KANSAS,
SS:
MITCHELL COUNTY,

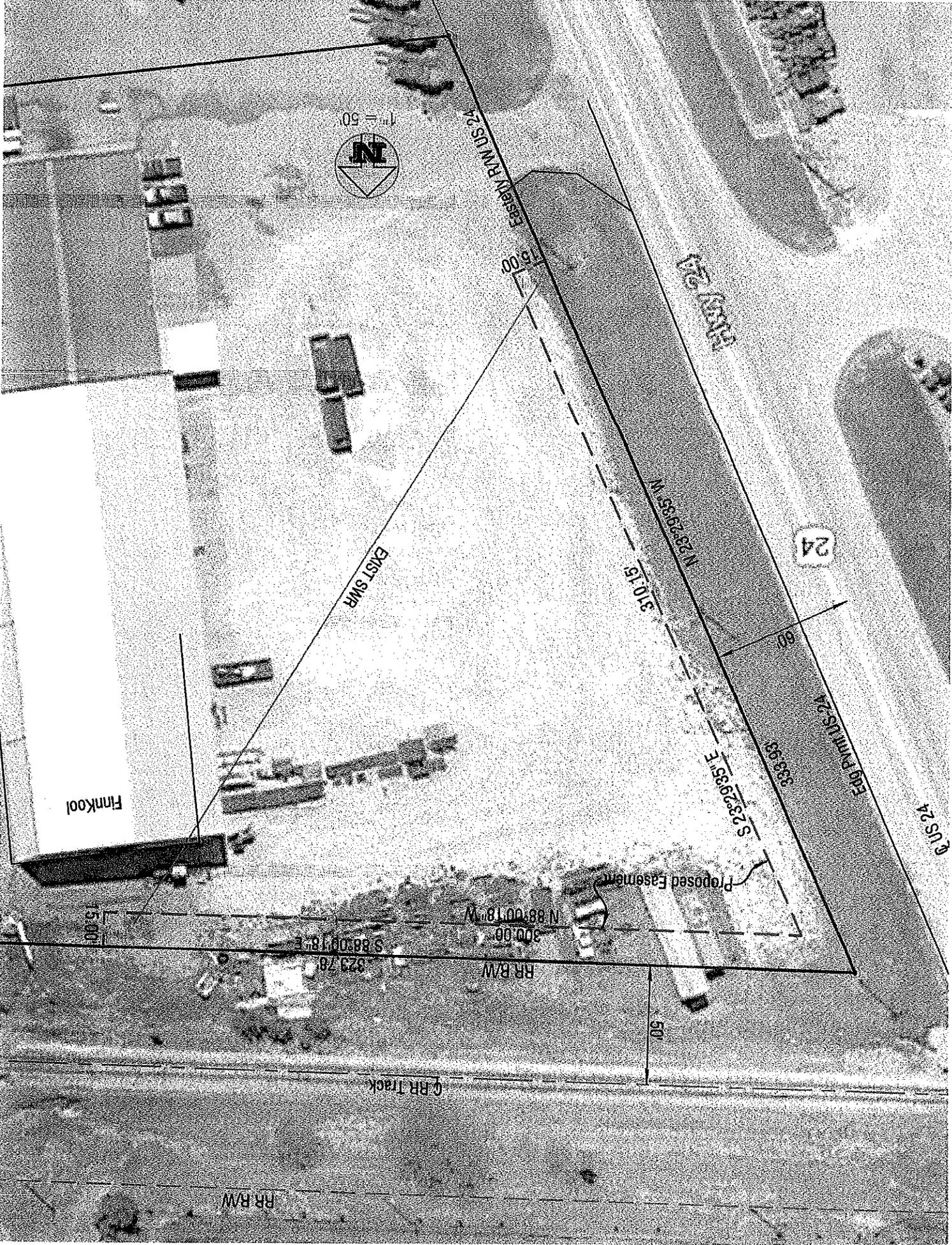
BE IT REMEMBERED, That on this ____ day of August, 2016, before me, the undersigned, a notary public in and for the County and State aforesaid came Tom Naasz, Mayor of the City of Beloit, Kansas, and Amanda J. Lomax, Clerk of the City of Beloit, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my seal, the day and year last above written.

(Seal)

Notary Public

Term expires:



East of RM US 24

RM US 24

24

EXIST SWR

N 29°29'35\"/>

S 29°29'35\"/>

E 60 PM US 24

RM US 24

Finnkool

Proposed Easement

N 88°00'18\"/>

300.00'

S 88°00'18\"/>

323.78'

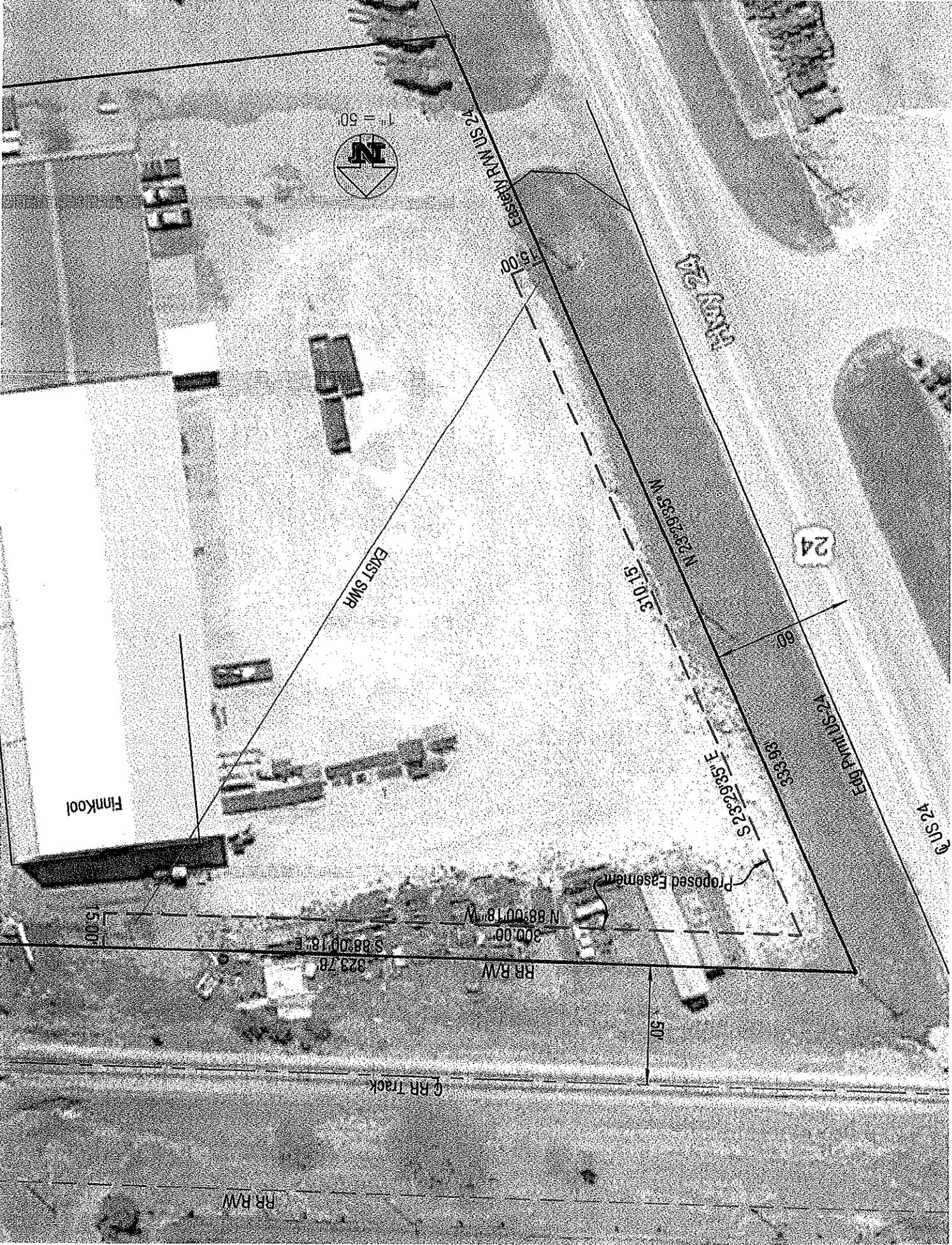
RR RM

15.00'

RR Track

RR RM

50'



1" = 50'

EQU P.M. US 24

15.00'

EXIST SWR

EQU P.M. US 24

N 29° 39' 35" W
310.15'

24

S 29° 29' 35" E
393.99'

EQU P.M. US 24

US 24

Finnkool

15.00'

S 88° 00' 18" E
923.78'

N 88° 00' 18" W
300.00'

RR RM

Proposed Easement

50'

RR Track

RR RM

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
August 2, 2016	Merit Increase above the Maximum Salary Range
ORIGINATING DEPARTMENT:	TYPE OF ACTION: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION
Administration	<input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the Council approve the Lump Sum Merit Increases for employees that have reached maximum salary range after nine years of service with the City of Beloit.

FISCAL NOTE:

- There is no cost associated with this item.

DISCUSSION:

A memorandum is attached explaining how the lump sum salaries would work for qualified employees at their respective performance evaluation.

Respectfully submitted,

Jay Newton,
City Administrator

Memorandum

Merit Increases above the Maximum salary in a Pay Range

When an employee reaches the maximum salary in his/her pay range and has at least nine years of City of Beloit employment, annual employee performance evaluations shall continue to determine the continuing level of performance of that employee. If it is determined an employee continues to perform at a high level in his/her position as evidenced by greater productivity, improved judgment and increased initiative, the department head may recommend to the City Administrator that a **‘Lump Sum’** salary increase be granted to that employee.

To determine the amount of a “Lump Sum” merit increase use the following example. In this example, an employee is in Grade 22, Step 10 which is currently \$19.17 per hour. The city will use a 2% salary adjustment factor to calculate an annual lump sum salary payment. Using $2\% \times 19.17 = \$0.3834 \times 2,080 = \797.47 . The employee would receive a lump sum merit pay increase of \$797.47 to be paid in one payment at the time of the performance evaluation. Step 10, Grade 22 of the pay range would remain unchanged. Employees at the maximum of the pay range will be eligible for a lump sum merit increase based on an annual evaluation.

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
August 2, 2016	Request for Bid Proposal for Refuse Collection Services
ORIGINATING DEPARTMENT:	TYPE OF ACTION: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION
Administration	<input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the Council approve the attached Request for Bid Proposal for Refuse Collection Services.

FISCAL NOTE:

- There is no cost associated with this item.

DISCUSSION:

Starting January 1, 2017 the county will no longer contract trash collection services.

Respectfully submitted,

Jay Newton,
City Administrator

Request for Proposal

Purpose

The City of Beloit is seeking proposals for residential refuse collection service to begin January 1, 2017. The individual or firm selected shall be required to furnish the equipment and employees necessary to collect, remove and dispose all garbage, trash and other waste materials from the residential units within the corporate limits of Beloit.

Term and Condition

The City of Beloit shall enter into a contractual agreement with the selected provider of residential refuse collection for a term of five (5) years. The contractor selected by the City shall be licensed, bonded and insured. Should the performance of the contractor prove at any time to be unsatisfactory and determined by the City of Beloit, the agreement between the city and the contractor may be terminated with a ninety (90) written notice.

Minimum Service Required

The contractor shall be required to provide once weekly collection of all residential units within the corporate limits of Beloit on a fixed schedule as approved by the City between the hours of 8:00am and 5:00pm. All refuse shall be collected at curbside unless it is mutually determined that there may be instances where alley collection is required. Complete terms of service will be described in a written contract between the city and the contractor.

Payment for Service

The City of Beloit shall be responsible for customer billing and providing payment to the contractor on a monthly basis.

Requirements for Proposal

- Specify the type, number and capacity of all equipment and containers to be used for residential refuse collection.
- Specify the monthly fee for each residential unit to be paid by the city.
- Specify any additional services that might be offered and any additional cost for those services.

Evaluation and Award

Complete proposals shall be received by _____ to be reviewed by City of Beloit personnel and submitted to the Beloit City Council for review and award on _____.



Mitchell County Clerk
PO Box 190
Beloit, Kansas 67446

Tom Claussen
1st Dist

Mike Cooper
2nd Dist

Jim Marshall
3rd Dist

5-24-2016

City of Beloit:

Effective January 1, 2017, Mitchell County will no longer be involved with the contractual agreement with the trash haulers. Each of you will be responsible to contract with the hauler of your choice. After reviewing our current policy, and surveying other Counties' policies, we found no County whom operated their Transfer Stations offering services we are currently providing.

Mitchell County will continue to operate the Transfer Station and other current operations at the present site. We will no longer be the go between with the haulers and the municipalities. Also effective 1-1-2017 the new rates will be set as follows:

Residential and Commercial trash	70.00 per ton
Loose trash	10.00 per cubic yard
Construction Demotion Pit (CD Pit)	40.00 per ton

We will be charging the haulers when they dump, it will be their responsibility to collect from you.

Sincerely,

Larry Emerson
Public Works Director

ITEMS FOR COUNCIL DISCUSSION

DATE:

August 2, 2016

TITLE:

WORK SESSION DISCUSSION

DISCUSSION:

Items for discussion at your August 2, 2016 Work Session will include the following:

1. Stuart Porter with Schwab-Eaton has the following questions for Council regarding the construction of East Main.
 - A. When would the City like to have us advertise for bids? Advertising on August 17th for example and receiving bids on September 15th seems like a reasonable plan. This time of year, we need to provide plenty of time for contractors to bid. By bidding this time of year, we should expect good bids as long as we give the contractors sufficient time to complete the project.
 - B. Would the City prefer a Completion Date, or Working Day contract? There are advantages to both. If we were to give a working day total, we estimate this project to require approximately 110 working days. That comes to roughly 5 ½ months of good weather. We are hearing that K-14 should be open to traffic somewhere in the mid-to-late November time frame. If the City wants the best price possible, I would suggest giving the contractor either 110 working days or a completion date of around June 1, 2017 assuming a start date around December 1, 2016. Bad weather days can be documented and the completion date can be extended if weather days cause a substantial delay in the completion of the project.
 - C. We also need for the City to comment on whether to allow the contractor to work through the winter as long as local traffic can get through to Hwy 24 via Topeka St. or wait until Spring. I think it would make sense to either 1) allow work over the winter (using concrete blankets and warm water for concrete) without stopping construction (while maintaining local traffic out to Hwy 24 via Topeka St.), or 2) not start the project until February of 2017. If we wait until February 2017 to start the project, the likelihood of still having the project under construction during harvest of 2017 is fairly high. I plan to discuss this issue with the Council at the meeting on August 2nd.
2. Leadership Mitchell County Task Force would like to discuss municipal governance.
3. Voluntary Early Retirement – Does Council wish to extend agreements?

Respectfully submitted,

Jay Newton,
City Administrator

CITY OF БЕЛОIT EAST MAIN STREET IMPROVEMENTS
BELOIT 2016
PRELIMINARY COST ESTIMATE
7/22/2016

Project Scope: 10" Concrete Paving, Modified Subgrade, Curb & Gutter, and Storm Sewer Installation

Beginning at Baldwin Street, thence Easterly 2700 feet to US 24

Pavement Width: 31 feet with Curb and Gutter

Bid Item	Quantity	Unit Price	Cost
Mobilization	1 LS	\$40,800.00	\$40,800.00
Clearing and Grubbing	1 LS	\$8,000.00	\$8,000.00
Pavement Removal (8" Asphalt)	9,524 SY	\$8.00	\$76,192.00
Common Excavation	5,241 CY	\$10.00	\$52,410.00
Compaction	695 CY	\$3.00	\$2,085.00
Remove Existing Structures	1 LS	\$8,000.00	\$8,000.00
6" Crushed Rock Base	11,363.6 SY	\$10.00	\$113,636.00
Entrance Pavement (6")	643.5 SY	\$53.00	\$34,105.50
Concrete Pavement (8") (NRDJ)	1,145.6 SY	\$56.00	\$64,153.60
Concrete Pavement (10") (NRDJ)	7,807.9 SY	\$66.00	\$515,321.40
Concrete Pavement (10") (Valley Gutter)	182.9 SY	\$69.00	\$12,620.10
Concrete Pavement (10" Appr. Slab)	89.6 SY	\$200.00	\$17,920.00
Concrete Pavement (15" Variable)(NRDJ)	35.5 SY	\$90.00	\$3,195.00
Surfacing Material (Aggregate)(4" Thick)	334.0 SY	\$8.00	\$2,672.00
Temporary Surfacing Material	11.5 CY	\$70.00	\$805.00
Bridge Approach Slab Footing	18.4 CY	\$350.00	\$6,440.00
Bridge Backwall Protection System	185 SY	\$24.00	\$4,440.00
2'-6" Concrete Curb & Gutter (Type I)	5,561.3 LF	\$20.00	\$111,226.00
6" Monolithic Edge Curb (Appr. Slab)	52.0 LF	\$4.00	\$208.00
2'-6" Conc. Curb & Gutter (Special)	48.8 LF	\$25.00	\$1,220.00
Utility Fixture Adjustment	13 Ea	\$200.00	\$2,600.00
Storm Sewer (RCP)(15")	893.2 LF	\$40.00	\$35,728.00
Storm Sewer (RCP)(18")	384.9 LF	\$44.00	\$16,935.60
Storm Sewer (RCP)(24")	763.6 LF	\$48.00	\$36,652.80
Connect to Existing Storm Sewer	1 Ea	\$500.00	\$500.00
FES (15")	3 Ea	\$700.00	\$2,100.00
FES (24")	2 Ea	\$1,000.00	\$2,000.00
Junction Manhole	7 Ea	\$3,200.00	\$22,400.00
Type A-5S Inlet Manhole	4 Ea	\$4,500.00	\$18,000.00
Type A-7.5S Inlet Manhole	6 Ea	\$5,500.00	\$33,000.00
Type A-10S Inlet Manhole	8 Ea	\$6,500.00	\$52,000.00
Riprap	22 Tons	\$50.00	\$1,100.00
Sidewalk (5')	9,516 SF	\$5.75	\$54,717.00
ADA Sidewalk Ramp	9 Ea	\$900.00	\$8,100.00
Temp. Seeding/Mulching	1 LS	\$5,000.00	\$5,000.00
Inlet Protection	23 Ea	\$200.00	\$4,600.00
Silt Fence	1,460 LF	\$3.00	\$4,380.00
Permanent Seeding	2 AC	\$2,500.00	\$5,000.00
Pavement Marking, Epoxy (Yellow)(4")	4,700 LF	\$1.00	\$4,700.00
Install Object Marker	4 Ea	\$150.00	\$600.00
Remove and Reset Street Sign	33 Ea	\$100.00	\$3,300.00
Traffic Control	1 LS	\$15,000.00	\$15,000.00
Subtotal			\$1,403,863.00
Contingencies 10%			\$140,386.30
Total Construction Cost			\$1,544,249.30
Design Engineering			\$ 103,800.00
Construction Inspection/Contract Administration			\$ 118,700.00
Construction Staking			\$8,000.00
Total Construction, Inspection and Engineering			\$1,774,749.30

**GENERAL RELEASE AGREEMENT
And Notice of Voluntary Retirement**

Date of Receipt: _____, 20____
Date to be noted by City Clerk's Office

Employee Name: _____

Employee Date of Birth: _____

Address: _____

Phone: _____

Retirement Date: _____

(must be a date no later than June 1st, 2013).

Effective Date: _____
(7 calendar days from date of signature unless DECLINED by the City Administrator within 7 days from date of receipt by City Clerk).

Notice to Employee: You should thoroughly review and understand the effect of this document before acting upon it. You are advised to consult with an attorney and financial or tax advisor prior to signing this General Release Agreement. Therefore, please take this General Release Agreement home and carefully consider it before you decide whether to sign it. You have until 5:00 p.m. on February 1st, 2017, to return this General Release Agreement, signed and notarized.

This General Release Agreement is entered into this ____ day of _____, 20____, by and between the City of Beloit (hereafter referred to as "The City") and the employee whose name appears above (hereafter referred to as "Employee" or "you").

If you sign and return the original of this General Release Agreement, on or before February 1st, 2017, and do not revoke it within seven (7) calendar days, The City, upon acceptance of this General Release Agreement, will provide you Incentive pay and benefits as described below.

1. **Incentive Pay and Benefits.** The Employee may elect one of the following two options offered by the City under its Voluntary Retirement Incentive Program:

EMPLOYEE IS TO CHECK OPTION 1 OR OPTION 2

- Option 1: For those employees retiring and opting to continue coverage under the City's retiree health plan:
 - (i) 100 % of the employee's eligible accrued sick leave will be paid to the Employee at the employee's current base hourly rate of pay following your retirement date (as indicated above) (whereas current policy ordinarily allows only 50% of accrued sick after ten years of service); and

This release includes claims arising under federal, state, or local laws prohibiting employment discrimination, retaliation or claims growing out of any legal restrictions on the City's right to terminate its employees, and any claims or rights which Employee may have including, but not limited to, claims, damages and liabilities which exist on the date of this Agreement for: (a) wrongful discharge, (b) disability discrimination, (c) sexual harassment, (d) race discrimination, (e) sex discrimination, (f) religious discrimination, (g) national origin discrimination, (h) breach of an employment contract, or any other contract, (i) age discrimination, (j) retaliatory discharge, (k) wage/hour or overtime violations, (l) defamation, (m) any claim for reimbursement of legal fees, (n) any statutory claim, excluding claims currently pending before the Division of Workers Compensation of the Department of Labor; (o) any tort or equitable claim or any other claim arising from or in any way connected to the Employee's employment by the City, (p) fraud, (q) violation of the Worker Adjustment and Retraining Notification Act, (r) violations under the federal Fair Credit Reporting Act and any state statute regarding credit reporting, (s) any claim under the Kansas Wage Payment Act, (t) violations of the Family and Medical Leave Act ("FMLA"), (u) negligent or intentional infliction of emotional distress, (v) any claims under the Kansas Act Against Discrimination, Title VII of the Civil Rights Act of 1964 (as amended), 42 U.S.C. 1081, the Americans with Disabilities Act Amendment Act ("ADAAA"), the Age Discrimination in Employment Act ("ADEA"), the Older Worker's Benefit Protection Act ("OWBPA"), (w) claims of breach of express or implied contract, (x) any claims for physical and/or mental injury including emotional or psychological distress, (y) wages, payments for pension or other benefits

2. **General Release.** In consideration for the incentive pay and benefits described in paragraph 1 above, you release and forever discharge The City, its employees and successors, as well as its officers, agents, directors, employees, trustees and benefit plans from any and all liability, actions and claims, known or unknown, fixed or contingent, that you now have or may claim to have arising out of your employment relationship with The City or termination of that relationship.

Option 2: For those employees retiring and opting **not** to continue coverage under the City's retiree health plans:

(i) 100% of the employee's eligible accrued sick leave will be paid to the Employee at the employee's current base hourly rate of pay following your retirement date (as indicated above) (whereas current policy ordinarily allows only 50% of accrued sick leave after ten years of service); and

(ii) In lieu of receiving continued health benefits you will receive a one-time lump sum payment equal to \$500 for each year of service. This is in addition to the payout of accrued sick leave as described above.

Option 3: For those employees retiring and opting **not** to continue coverage under the City's retiree health plans:

(i) 100% of the cost for a base level health benefit (excluding dental) for a period of time determined by your years of service determined as follows, for every ten (10) years of service you may receive either [select one]:

- twelve (12) months of paid single health insurance, or
- six (6) months of paid family health insurance.

The City will pay for the base health insurance plan (which will currently include a deductible \$1,500 for a single plan and a deductible of \$1,500/\$3,000 for a family plan; this base plan may change from year to year depending upon the City's contract with the insurance provider). The employee may elect for a different tier of deductible under the health plans offered, but the employee will be responsible for the difference in premium.

based upon a claim that such wages and benefits have been unlawfully affected by the act of The City or its officers, agents or employees, (z) for job retention of the position or any claim of rights to any other position with The City, (aa) under the Kansas Public Employer-Employee Relations Act, and (bb) any claims which employee may assert for acts or omissions by The City, its officers, agents or employees.

This General Release does not govern claims that cannot be released by private agreement, such as claims for vested benefits due under the terms of any pension or retirement plan sponsored or maintained by The City, and any claims or rights that may arise after the date on which this General Release Agreement became effective. Also excluded from this General Release Agreement is your right to file a charge with an administrative agency or participate in any agency investigation. You are, however, waiving all rights to recover money in connection with any such charge, investigation or related lawsuit.

3. **Litigation Costs.** If The City initiates a proceeding to enforce this General Release Agreement and The City prevails, in whole or in part in that proceeding, you acknowledge and agree to pay all costs and expenses incurred by The City in connection with that proceeding including reasonable attorney's fees, and all further costs and fees including reasonable attorney's fees incurred by The City in connection with the collection of any award, attorney's fees or costs associated with that action. Excluded from this paragraph is your right to challenge in good faith under the ADEA or the OWBPA the validity of this General Release Agreement. Any challenge of the validity of this Agreement under the ADEA or OWBPA does not require repayment of any amounts paid to you under this Agreement.
4. **Choice of Law, Choice of Venue, Jury Trial and Class Action Damage Waiver.** You acknowledge and agree that this General Release Agreement shall be governed by and is to be interpreted according to the laws of the State of Kansas. You and The City agree that venue is proper in the District Court in Mitchell County, Kansas, and in the United States District Court for the District of Kansas, and consent to the jurisdiction of such courts. You expressly waive and relinquish the right to a trial before a jury in any action, brought in any court, concerning this General Release Agreement or any other claim against The City. You also expressly waive the right to collect money damages in any class or collective action against The City.
5. **Acknowledgements.** You acknowledge and agree that: The separation benefits described in paragraph 1 of this General Release Agreement are in addition to whatever you are already entitled to receive separate from this Agreement.
6. **Severability.** Should paragraph 2 be declared illegal or unenforceable, The City has the right to stop the payment of any incentives and benefits, and recover from you any incentives and benefits already paid to you. You acknowledge and agree that if any other provision of this General Release Agreement is declared illegal or unenforceable in a legal proceeding between you and The City; such provision shall immediately become null and void, leaving the remainder of the General Release Agreement in full force and effect.
7. **Entire Agreement.** You agree that The City has not promised you anything to induce you to enter into this General Release Agreement other than as specifically stated in this Agreement. The City does not have any implied obligations under this Agreement.

8. Revocation. You have the right to revoke this General Release Agreement by written notice to Amanda J. Lomax, City Clerk/Finance Director at City of Beloit, 119 North Hersey, Beloit, KS 67420 within 7 calendar days after you sign it, and the General Release Agreement will not become effective or enforceable until after 7 calendar days have passed.

Please acknowledge your acceptance of this General Release Agreement by signing this agreement and returning it by 5:00 pm on February 1st, 2017. By signing, you are acknowledging that you have carefully read and fully understand all the provisions of this General Release Agreement (including the Notice to Employee on page 1 of this Agreement), and that it is the entire agreement between you and The City relating to your employment and the termination of it, and you acknowledge that in entering into this General Release Agreement, you have not relied upon any representation or statement, written or oral, not set forth in this document. You also acknowledge your signature on this document is voluntary.

Employee Signature _____ Date _____

Printed Name _____ Address _____

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
) COUNTY OF MITCHELL)

On this _____ day of _____, 20____, before me personally appeared _____ known to me to be the person whose name is subscribed to the above instrument, and acknowledged to me that he or she executed the same as his or her own free act and deed.

Notary Public _____

My Commission expires: _____

APPROVED _____ or DECLINED _____ on behalf of the City of Beloit.

City Administrator _____ Date _____