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www.beloitks.org

CITY COUNCIL AGENDA

**Tuesday, September 6, 2016
7:00 p.m.**

1. CALL TO ORDER

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

2. MAYOR AND COUNCIL REPORTS

3. STAFF REPORTS

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

4. PUBLIC COMMENT

- A. None

5. PUBLIC HEARING

- A. None

6. CONSENT AGENDA

- A. 8/16/2016 City Council Meeting Minutes
- B. 8/10/2016 Special Council Meeting Minutes A & B
- C. 8/29/2016 Special Council Meeting Minutes
- D. Appropriations 9A

7. ORDINANCES

- A. Ordinance 2191 Vehicle Impound Fees
- B. Ordinance 2192 Uniform Public Offense Code
- C. Ordinance 2193 Standard Traffic Ordinances

8. RESOLUTIONS

- A. None

9. FORMAL ACTIONS

- A. City Administrator Contract
- B. Trencher/Boring Machine
- C. Car/Truck Lift
- D. Voting Delegate for the League of Kansas Municipalities Annual Conference

10. CLOSED SESSION

- A. Non-Elected Personnel

11. ADJOURNMENT

WORK SESSION AGENDA

1. CORRESPONDENCE AND STAFF REPORTS

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

2. DISCUSSION ITEMS

- A. Trash Collection Services
- B. Little Red School House

3. ADJOURNMENT

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

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

BELOIT CITY COUNCIL MEETING MINUTES
August 16, 2016

The Beloit City Council met in regular session on August 16, 2016 in the Council Chambers. Mayor Tom Naasz called the meeting to order at 7:00 p.m. Council Members in attendance were Kent Miller, Raymond Pontow, Matt Otte, Lee McMillan, Tony Gengler, Andrew Grabon, Lloyd Littrell. Also present were, City Attorney Katie Schroeder, Interim City Administrator Jay Newton, and City Clerk Amanda Lomax.

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

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

Councilor McMillan has been approached by residents in his neighborhood to see if the city could put up signs that kids are playing. Councilor McMillan said his kids along with neighbor's kids play around the Court Street area. Councilor Grabon asked if it would be possible next year to keep the pool open longer even if it was just for weekends. Director of Parks and Recreation Lynn Miller said all of her pool staff are either students or teachers and once school starts their schedules get too busy.

Public Hearing for 2017 Budget: Nobody from the public came forward regarding the 2017 budget. Time Started: 7:11 p.m. Ended: 7:12 p.m.

The Consent Agenda consisted of August 2, 2016 Council Meeting Minutes, and appropriations 8B. A motion was made by Councilor Otte and seconded by Councilor Miller to approve the Consent Agenda in its entirety. Roll call vote yeas: Gengler, Pontow, McMillan, Littrell, Miller, Otte, and Grabon. Nays: None.

Staff is recommending that Council approve the 2017 Budget. A motion was made by Councilor Grabon and seconded by Councilor McMillan to approve the 2017 Budget. Motion carried 7-0. Nays: None.

Staff is recommending that Council approve the Asphalt Bid from Asphalt + Fuel Supply, LLC in the amount of \$23,454.00. A motion was made by Councilor Miller and seconded by Councilor Littrell to approve the Asphalt Bid from Asphalt + Fuel Supply, LLC in the amount of \$23,454.00. Motion carried 7-0. Nays: None.

Staff is recommending that Council approve the Directional Boring Bid for East Main from Deep Creek Construction in the amount of \$45,000.00. A motion was made by Councilor Pontow and seconded by Councilor McMillan to approve the Directional Boring Bid for East Main from Deep Creek Construction in the amount of \$45,000.00. Motion carried 7-0. Nays: None.

Staff is recommending that Council approve the Proposal from Olsson Associates for the Rice MACT Compliance Testing in the amount of \$12,200.00. The testing to engines at the Power Plant has to be done every 3 years to stay in compliance with state regulations. A motion was made by Councilor Gengler and seconded by Councilor McMillan to approve the Proposal from Olsson Associates for the Rice MACT Compliance Testing in the amount of \$12,200.00. Motion carried 7-0. Nays: None.

Staff is recommending that Council approve the request to install dugouts on the baseball field at the City of Beloit Sports Complex. The City will be providing trenching for drain lines and the cost of water for replanting grass. A motion was made by Councilor Miller and seconded by Councilor Grabon to approve the request to install dugouts on the baseball field at the City of Beloit Sports Complex. Motion carried 7-0. Nays: None.

A motion was made by Councilor Pontow and seconded by Councilor McMillan to go into Closed Session for the purpose of Non-Elected Personnel for a period of 45 minutes with City Attorney Katie Schroeder and City Administrator Jay Newton. Motion carried 7-0. Nays: None. Time Started: 7:15 p.m. Time Ended: 8:00 p.m.

A motion was made by Councilor Otte and seconded by Councilor Miller to appoint Jason Rabe as the City Administrator for The City of Beloit. Motion carried 7-0.

A motion was made by Councilor Gengler and seconded by Councilor Pontow to adjourn the meeting. Motion carried 7-0. The meeting ended at 8:04 p.m.

Work Session started 8:04 p.m. Council Members in attendance were Councilors Littrell, Otte, Miller, McMillan, Pontow, Gengler, and Grabon. Also present were City Attorney Katie Schroeder, Interim City Administrator Jay Newton, and City Clerk Amanda Lomax

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

Leadership Mitchell County Task Force would like Council to consider adopting a resolution next meeting to place a special question on the ballot in November asking citizens if they would like to change to mayor-council-manager form of government with a mayor elected at large, five council members elected at large, and a city manager appointed by the council.

City Attorney Katie Cheney provided a detailed memo to Council describing the different forms of government and a resolution draft.

City Administrator Jay Newton and City Attorney Katie Schroeder went over the Personnel Policy draft briefly.

Work Session Ended: 8:37 p.m.

TOM NAASZ, Mayor

ATTEST:

AMANDA LOMAX, City Clerk

BELOIT CITY COUNCIL SPECIAL MEETING MINUTES – A

August 10, 2016

The Beloit City Council met in a special meeting on August 10, 2016 in the Council Chambers for the purpose of Non-Elected Personnel. Mayor Tom Naasz called the meeting to order at 5:00 p.m. City Council members in attendance were Kent Miller, Raymond Pontow, Matt Otte, Lee McMillan, Tony Gengler, Andrew Grabon, and Lloyd Littrell. Also present were, City Attorney Katie Schroeder, City Administrator Jay Newton, and City Clerk Amanda Lomax.

Department heads in attendance: Dave Elam.

A motion was made by Councilor Grabon and seconded by Councilor Pontow to go into Closed Session for the purpose of Non-Elected Personnel for a period of one hour with City Attorney Katie Schroeder, City Administrator Jay Newton, and Brad Hanson. Motion carried 7-0. Time Started 5:03 p.m. Ended 6:03 p.m.

A motion was made by Councilor Pontow and seconded by Councilor McMillan to go into Closed Session for the purpose of Non-Elected Personnel for a period of 15 minutes with City Attorney Katie Schroeder, City Administrator Jay Newton, and Brad Hanson. Motion carried 7-0. Time Started 6:03 p.m. Ended 6:18 p.m.

A motion to adjourn the Council meeting was made by Councilor Grabon and seconded by Councilor McMillan. Motion passed 7-0. The meeting ended at 6:19 p.m.

TOM NAASZ, Mayor

ATTEST:

AMANDA LOMAX, City Clerk

BELOIT CITY COUNCIL SPECIAL MEETING MINUTES – B

August 10, 2016

The Beloit City Council met in a special meeting on August 10, 2016 in the Council Chambers for the purpose of Non-Elected Personnel. Mayor Tom Naasz called the meeting to order at 7:00 p.m. City Council members in attendance were Kent Miller, Raymond Pontow, Matt Otte, Lee McMillan, Tony Gengler, Andrew Grabon, and Lloyd Littrell. Also present were, City Attorney Katie Schroeder, City Administrator Jay Newton, and City Clerk Amanda Lomax.

Department heads in attendance: Dave Elam.

A motion was made by Councilor McMillan and seconded by Councilor Grabon to go into Closed Session for the purpose of Non-Elected Personnel for a period of one hour with City Attorney Katie Schroeder, City Administrator Jay Newton, and Jason Rabe. Motion carried 7-0. Time Started 7:01 p.m. Ended 8:01 p.m.

A motion was made by Councilor Miller and seconded by Councilor Pontow to go into Closed Session for the purpose of Non-Elected Personnel for a period of 15 minutes with City Attorney Katie Schroeder, City Administrator Jay Newton, and Jason Rabe. Motion carried 7-0. Time Started 8:02 p.m. Ended 8:17 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 8:17 p.m.

TOM NAASZ, Mayor

ATTEST:

AMANDA LOMAX, City Clerk

BELOIT CITY COUNCIL SPECIAL MEETING MINUTES
August 29, 2016

The Beloit City Council met in a special meeting on August 29, 2016 in the Council Chambers for the purpose of Resolution 2016-13 Calling of a Special Question Election for the Purpose of Submitting to the Qualified Electors of the City the Proposition of Abandoning the Mayor-Council Form of Government. Mayor Tom Naasz called the meeting to order at 5:00 p.m. City Council members in attendance were Kent Miller, Raymond Pontow, Matt Otte, Lee McMillan, Andrew Grabon. Also present were, City Attorney Katie Schroeder, City Administrator Jay Newton, and City Clerk Amanda Lomax.

Councilors Tony Gengler and Lloyd Littrell arrived at 5:05 p.m.

Department heads in attendance: None.

A motion was made by Councilor Otte and seconded by Councilor Pontow to approve Resolution 2016-13 Calling of a Special Question Election to adopt the Mayor-Council-Manager form of government with a mayor elected at large, six council members elected at large, and a city manager appointed by the council. Roll call vote yeas: McMillan and Otte. Nays: Pontow, Miller, Grabon, Gengler, and Littrell. Motion failed 2-5.

A motion was made by Councilor Grabon and seconded by Councilor Otte to approve Resolution 2016-13 Calling of a Special Question Election to adopt the Mayor-Council-Manager form of government with a mayor elected at large, six council members – three elected from each of two wards, and a city manager appointed by the council. Roll call vote yeas: Miller, Otte, Grabon, and Gengler. Nays: Pontow, McMillan, and Littrell. Motion carried 4-3.

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 5:39 p.m.

TOM NAASZ, Mayor

ATTEST:

AMANDA LOMAX, City Clerk

Accounts Payable Detail Listing

City of Beloit

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>			<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
1124	APAC-KANSAS INC (continued)									
67436	9/8/2016	9/8/2016	8,839.53					CLARK667		Posted
	25-00-6160					8001599309-27.88 TON CHIPS			752.76✓	0.00
	25-00-6160					8001599929-27.56 & 28.12 TON CHIPS			1,503.36✓	0.00
	25-00-6160					8001600313-27.47 TON CHIPS			741.69✓	0.00
	25-00-6160					8001602169-27.48 TON CHIPS			741.96✓	0.00
	25-00-6160					8001598874-26.76 TON CHIPS			722.52✓	0.00
	25-00-6160					8001602604-27.44 & 27.73 TON CHIPS			1,489.59✓	0.00
	25-00-6160					8001603285-27.16, 26.05, 25.84 TON CHI			2,134.35✓	0.00
	25-00-6160					8001604081-27.90 TON CHIPS			753.30✓	0.00
									8,839.53✓	0.00
1567	ATCO INTERNATIONAL									
67358	9/8/2016	9/8/2016	265.50	I0467470					265.50✓	Posted 0.00
	51-41-6000					ICE PELLETS				
64	BELOIT AUTO AND TRUCK PLAZA									
67437	9/8/2016	9/8/2016	648.05	126065				CLSRK668	648.05✓	Posted 0.00
	10-15-4310					CONVERTER ASSEMBLY				
2809	BELOIT CAR WASH LLC									
67359	9/8/2016	9/8/2016	382.65					24584	382.65✓	Posted 0.00
	10-13-4310					JULY CAR WASHES				
75	BELOIT MOTOR COMPANY									
67470	9/8/2016	9/8/2016	29,250.00						29,250.00✓	Ck# 73243 Printed 0.00
	52-41-7420					2017 GMC SIERRA 1500 4WD CREW CA				
2587	BREATHING AIR SERVICES, INC									
67360	9/8/2016	9/8/2016	200.00	2423				25406	200.00✓	Posted 0.00
	10-14-3000					SERVICE BREATHING AIR COMPRESSC				
3010	BUBBA Q'S									
67438	9/8/2016	9/8/2016	232.50	735199				24977	232.50✓	Posted 0.00
	53-43-3000					KMEA MEALS				
116	CALHOON'S AUTOMOTIVE									
67439	9/8/2016	9/8/2016	6.00	39644					6.00✓	Posted 0.00
	51-41-4360					SWELL PIPE				
2633	CARTER WATERS									
67440	9/8/2016	9/8/2016	268.03	34070644				CLARK669	268.03✓	Posted 0.00
	30-00-6150					55 GAL CURING COMPOUND				
1200	CHEMQUEST, INC.									
67415	9/8/2016	9/8/2016	3,396.25	4824				24950	3,396.25✓	Posted 0.00
	53-41-6170					MT-20 CHEMICALS & DRS-590 CHEMICA				
2906	CINTAS CORPORATION									
67441	9/8/2016	9/8/2016	68.07	5005853878				CLARK670	68.07✓	Posted 0.00
	25-00-3000					FIRST AID SUPPLIES				
1272	CLUBINE & RETTELE									
67361	9/8/2016	9/8/2016	9,013.29	78358				25391		Posted
	10-11-3310					PREP FOR AUDIT REPORT 2015			3,154.66✓	0.00
	22-00-2020					PREP FOR AUDIT REPORT 2015			450.67✓	0.00
	53-41-3310					PREP FOR AUDIT REPORT 2015			2,703.99✓	0.00
	52-41-3310					PREP FOR AUDIT REPORT 2015			901.33✓	0.00
	51-41-3310					PREP FOR AUDIT REPORT 2015			1,802.64✓	0.00
									9,013.29✓	0.00
1913	CROP PRODUCTION SERVICES									
67416	9/8/2016	9/8/2016	66.05	30996010				24951	66.05✓	Posted 0.00
	53-41-6170					MAKAZE				
2842	DIG IT									
67417	9/8/2016	9/8/2016	420.00	306				24960	420.00✓	Posted 0.00
	53-43-3000					HYDROVAC				
193	DOLLAR GENERAL STORE-MSC-410526									
67362	9/8/2016	9/8/2016	13.00	1000548098				25396	13.00✓	Posted 0.00
	10-11-6000					SUPPLIES				

Accounts Payable Detail Listing

City of Beloit

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>	<u>Credit</u>
	<u>Account#</u>			<u>Work Order</u>		<u>Description</u>			<u>Debit</u>		<u>Credit</u>
537	GALLS INC/ QUARTERMASTER (continued)										
67363	9/8/2016	9/8/2016	548.82	005862020	24578				548.82 ✓	Posted	0.00
	10-13-7450			PD UNIFORM GEAR							
1281	GECCORP, INC.										
67418	9/8/2016	9/8/2016	306.13	230130	24952				306.13 ✓	Posted	0.00
	53-41-6000			LINCOLN CHART							
2636	GILMORE & BELL, P.C										
67442	9/8/2016	9/8/2016	1,000.00	36074	25443				1,000.00 ✓	Posted	0.00
	53-41-3000			CONTINUING DISCLOSURE AGREEMEN							
3006	GT DISTRIBUTORS-AUSTIN										
67364	9/8/2016	9/8/2016	34.95	582460	24583				34.95 ✓	Posted	0.00
	10-13-7440			HOLSTER							
661	HAMPEL OIL DISTRIBUTORS INC										
67419	9/8/2016	9/8/2016	1,182.90	90814280	24953				1,182.90 ✓	Posted	0.00
	53-41-6180			MOBIL PEGASUS 701 OIL & CORE CHAF							
3019	BRADLEY HANSON										
67405	9/8/2016	9/8/2016	536.38		23482				536.38 ✓	Posted	0.00
	10-11-2400			TRAVEL EXPENSES FOR CITY ADMINIS'							
2869	HEARTLAND ENVIRONMENTAL DISTRIBUTORS, IN										
67365	9/8/2016	9/8/2016	3,850.00	102657					3,850.00 ✓	Posted	0.00
	52-41-6170			DENITRIFICATION & PHOSPHORUS							
328	IIMC										
67366	9/8/2016	9/8/2016	300.00		25606					Posted	
	10-11-5410			M. LOMAX-MEMBERSHIP DUES					180.00 ✓		0.00
	10-11-5410			J. ROSEBAUGH-MEMBERSHIP DUES					120.00 ✓		0.00
									<u>300.00 ✓</u>		<u>0.00</u>
1440	JCI INDUSTRIES, INC										
67408	9/8/2016	9/8/2016	689.07	8127273					689.07 ✓	Posted	0.00
	51-41-4360			STATORS & ROTORS							
67409	9/8/2016	9/8/2016	330.21	8127272					330.21 ✓	Posted	0.00
	51-41-4360			UNIVERSAL JOINTS							
3023	JENSEN AG SERVICES										
67472	9/8/2016	9/8/2016	18,700.00	14-HR-001	25451				18,700.00 ✓	Posted	0.00
	30-00-3000			BELOIT HOUSING GRANT-DEMOLITION							
67473	9/8/2016	9/8/2016	10,000.00	14-HR-001	25456				10,000.00 ✓	Posted	0.00
	30-00-3000			BELOIT HOUSING GRANT-DEMOLITION							
2359	KANSAS CORPORATION COMMISSION										
67456	9/8/2016	9/8/2016	127.56	MAY	137					Posted	
	10-11-3000			Frasier/Johnson - 116 N Hersey					67.33 ✓		0.00
	10-11-3000			Darwin Wiles - 627 E 3rd					60.23 ✓		0.00
									<u>127.56 ✓</u>		<u>0.00</u>
67457	9/8/2016	9/8/2016	127.56	JUNE	137					Posted	
	10-11-3000			Frasier/Johnson - 116 N Hersey					67.33 ✓		0.00
	10-11-3000			Darwin Wiles - 627 E 3rd					60.23 ✓		0.00
									<u>127.56 ✓</u>		<u>0.00</u>
67458	9/8/2016	9/8/2016	127.56	JULY	137					Posted	
	10-11-3000			Frasier/Johnson - 116 N Hersey					67.33 ✓		0.00
	10-11-3000			Darwin Wiles - 627 E 3rd					60.23 ✓		0.00
									<u>127.56 ✓</u>		<u>0.00</u>
67459	9/8/2016	9/8/2016	127.56	AUGUST	137					Posted	
	10-11-3000			Frasier/Johnson - 116 N Hersey					67.33 ✓		0.00
	10-11-3000			Darwin Wiles - 627 E 3rd					60.23 ✓		0.00
									<u>127.56 ✓</u>		<u>0.00</u>
67460	9/8/2016	9/8/2016	127.56	SEPTEMBER	137					Posted	
	10-11-3000			Frasier/Johnson - 116 N Hersey					67.33 ✓		0.00
	10-11-3000			Darwin Wiles - 627 E 3rd					60.23 ✓		0.00
									<u>127.56 ✓</u>		<u>0.00</u>
367	KANSAS MUNICIPAL UTILITIES										
67443	9/8/2016	9/8/2016	345.00	200001840	24969				345.00 ✓	Posted	0.00
	53-43-2400			UNDERGROUND WORKSHOP-SNEATH							

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
370 KANSAS ONE CALL SYSTEM INC (continued)									
67444	9/8/2016	9/8/2016	64.00	6080164	25446				Posted
	53-43-3000				LOCATES-AUGUST			21.34 ✓	0.00
	51-43-3000				LOCATES-AUGUST			21.33 ✓	0.00
	52-43-3000				LOCATES-AUGUST			21.33 ✓	0.00
								64.00 ✓	0.00
2952 KANSAS SAND & CONSTRUCTION									
67445	9/8/2016	9/8/2016	28,650.00	14-HR-001	25449				Posted
	30-00-3000				BELOIT HOUSING REHAB GRANT			28,650.00 ✓	0.00
1887 KMEA GRDA OPERATING FUND									
67367	9/8/2016	9/8/2016	150,679.52	GRDA-BE-16-09	24941				Posted
	53-41-6220				SEPTEMBER SERVICE			150,679.52 ✓	0.00
556 KMEA WAPA OPERATING FUND									
67368	9/8/2016	9/8/2016	20,613.76	WAPA-BL-16-08	24912				Posted
	53-41-6220				AUGUST SERVICE			20,613.76 ✓	0.00
395 KRIZ-DAVIS CO									
67422	9/8/2016	9/8/2016	252.27		24961				Posted
	53-43-6000				S101379402.001-BLACKBURN STUD			113.93 ✓	0.00
	53-43-6000				S101375887.001-BUSHING WELL INSER			138.34 ✓	0.00
								252.27 ✓	0.00
67446	9/8/2016	9/8/2016	1,640.53		24970				Posted
	53-43-6000				S101380209.001-SPACERS			1,474.52 ✓	0.00
	53-43-6000				S101387970.001-BUSHING WELL INSER			166.01 ✓	0.00
								1,640.53 ✓	0.00
805 KRONE'S SERVICE CENTER, INC									
67447	9/8/2016	9/8/2016	117.16	15257	CLARK671				Posted
	10-15-6000				ARGON GAS			117.16 ✓	0.00
1037 LATTIN AVIATION-TRAVIS LATTIN									
67369	9/8/2016	9/8/2016	1,200.00		25410				Posted
	10-22-3000				SERVICE CONTRACT-SEPTEMBER			1,200.00 ✓	0.00
188 LAWSON PRODUCTS INC									
67448	9/8/2016	9/8/2016	239.03	9304319536	24971				Posted
	53-43-6000				SELECTAKRIMP, BATTERY ASSORTMEI			239.03 ✓	0.00
405 LEAGUE OF KS MUNICIPALITIES									
67449	9/8/2016	9/8/2016	25.00	16-2256	25447				Posted
	10-11-2400				WEBINAR-CONCEAL CARRY-M. LOMAX			25.00 ✓	0.00
409 LIGHT & WATER UTILITIES									
67407	9/8/2016	9/8/2016	42,504.55		25441				Posted
	10-11-6220				ADMIN			2,120.65 ✓	0.00
	10-11-6220				ADMIN SHARE			6.62 ✓	0.00
	10-13-6220				PD SHARE			6.62 ✓	0.00
	51-41-6220				WATER SHARE			6.61 ✓	0.00
	10-14-6220				FIRE DEPT			342.31 ✓	0.00
	10-15-6220				TRANSPORTATION			475.09 ✓	0.00
	10-18-6220				PARKS & REC			11,845.54 ✓	0.00
	10-20-6220				CEMETERY			82.74 ✓	0.00
	10-22-6220				AIRPORT			413.11 ✓	0.00
	51-41-6220				WATER PLANT			5,669.05 ✓	0.00
	52-41-6220				SEWER PLANT			8,118.22 ✓	0.00
	53-41-6220				POWER PLANT			1,962.39 ✓	0.00
	51-43-6220				WATER SYSTEMS			219.21 ✓	0.00
	52-43-6220				SEWER SYSTEMS			219.20 ✓	0.00
	53-43-6220				SYSTEMS OP SHARE			219.20 ✓	0.00
	51-43-6220				SYSTEMS OP SHARE			35.57 ✓	0.00
	52-43-6220				SYSTEMS OP SHARE			35.56 ✓	0.00
	53-43-6220				SYSTEMS OP SHARE			35.56 ✓	0.00
	10-13-6220				PD SHARE			35.56 ✓	0.00
	53-43-6220				ELECTRIC SYSTEMS			60.10 ✓	0.00
	10-19-6220				NORTH CAMPUS			7,571.95 ✓	0.00
	10-21-6220				POOL			3,003.79 ✓	0.00
	10-13-6220				PD			19.90 ✓	0.00
								42,504.55 ✓	0.00

Accounts Payable Detail Listing

City of Beloit

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>	
	<u>Account#</u>			<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>	
3018	LONGFORD WATER CO. (continued)										
67404	9/8/2016	9/8/2016		397.00	4739			24585		Posted	
	10-13-6110					CAPS & LABELS FOR BOTTLED WATER			397.00 ✓	0.00	
424	MCHENRY ELECTRIC & SUPPLY										
67450	9/8/2016	9/8/2016		96.87				25522		Posted	
	10-18-4330					016930-WEED EATER PARTS			21.27 ✓	0.00	
	10-20-4330					017007-WEED EATER SPOOLS			75.60 ✓	0.00	
									<u>96.87 ✓</u>	<u>0.00</u>	
298	MID CONTINENT MANUFACTURING										
67420	9/8/2016	9/8/2016		1,552.32	24599			24955		Posted	
	53-41-4360					FILTER			1,552.32 ✓	0.00	
2726	MID-AMERICAN RESEARCH CHEMICAL										
67370	9/8/2016	9/8/2016		733.26	0586593-IN			25393		Posted	
	10-11-4300					CLEANING SUPPLIES FOR MUNI			733.26 ✓	0.00	
67371	9/8/2016	9/8/2016		74.59	0587155-IN				74.59 ✓	0.00	
	52-41-6000					LOCK-UP OIL ABSORBANT				0.00	
67372	9/8/2016	9/8/2016		221.23	0586806-IN				221.23 ✓	0.00	
	52-41-6000					INSECT BOMBS				0.00	
3024	MIDWEST ELECTRIC & MACHINE										
67474	9/8/2016	9/8/2016		559.96	17647			24972		Posted	
	53-41-4360					SHAFT SEAL, CASE GASKET TACO			559.96 ✓	0.00	
3025	MIDWEST INDUSTRIAL SUPPLIES										
67475	9/8/2016	9/8/2016		860.60	2400			24976		Posted	
	53-41-4360					MILWAUKEE GATE VALVE 6"			860.60 ✓	0.00	
2110	MITCHELL COUNTY REGISTER OF DEEDS										
67451	9/8/2016	9/8/2016		141.81	14-HR-001			25452		Posted	
	30-00-3000					SOFT LOAN FILING FEES-615 W 3RD			67.68 ✓	0.00	
	30-00-3000					SOFT LOAN FILING FEES-402 E 6TH			74.13 ✓	0.00	
									<u>141.81 ✓</u>	<u>0.00</u>	
470	MITCHELL COUNTY SOLID WASTE										
67373	9/8/2016	9/8/2016		8.00	003920				8.00 ✓	0.00	
	52-41-3000					BAG OF SCREENINGS				0.00	
67452	9/8/2016	9/8/2016		9.10	7618			24968		Posted	
	53-43-3000					LUMBER			9.10 ✓	0.00	
67453	9/8/2016	9/8/2016		20,226.71				136		Posted	
	54-41-3000					TRASH COLLECTION			20,226.71 ✓	0.00	
2480	MUELLER SYSTEMS, LLC										
67374	9/8/2016	9/8/2016		12,000.00	3381943			25399		Posted	
	53-43-3000					ANNUAL HOSTING FEE			6,000.00 ✓	0.00	
	52-43-3000					ANNUAL HOSTING FEE			3,000.00 ✓	0.00	
	51-43-3000					ANNUAL HOSTING FEE			3,000.00 ✓	0.00	
									<u>12,000.00 ✓</u>	<u>0.00</u>	
342	MUNICIPAL SUPPLY INC. OF NEBRASKA										
67412	9/8/2016	9/8/2016		1,862.73	0631135-IN					Posted	
	41-00-8415					UFR1360-C-8-1 RESTRAINER			714.24 ✓	0.00	
	41-00-8415					UFR1360-C-6-1 RESTRAINER			1,148.49 ✓	0.00	
									<u>1,862.73 ✓</u>	<u>0.00</u>	
67454	9/8/2016	9/8/2016		327.58	0630293-IN					Posted	
	41-00-8415					6" PIPE FITTING RESTRAINERS			327.58 ✓	0.00	
498	NATIONAL SIGN COMPANY										
67421	9/8/2016	9/8/2016		99.61	IN-179880			24963		Posted	
	53-43-7440					ROAD WORK AHEAD SIGN			33.21 ✓	0.00	
	52-43-7440					ROAD WORK AHEAD SIGN			33.20 ✓	0.00	
	51-43-7440					ROAD WORK AHEAD SIGN			33.20 ✓	0.00	
									<u>99.61 ✓</u>	<u>0.00</u>	
67461	9/8/2016	9/8/2016		377.93				CLARK672		Posted	
	10-15-7450					IN-179879- 8 STREET MARKER SIGNS			298.67 ✓	0.00	
	10-15-7450					IN-221526-CAUTION CHILDREN PLAY SI			79.26 ✓	0.00	
									<u>377.93 ✓</u>	<u>0.00</u>	

Accounts Payable Detail Listing

City of Beloit

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		<u>Account#</u>	<u>Work Order</u>			<u>Description</u>			<u>Debit</u>	<u>Credit</u>
1028	NCK COMMUNITY NETWORK (continued)									
67462		9/8/2016	9/8/2016	60.00	70886	25454			60.00 ✓	Posted 0.00
		10-11-3000				VIRTUAL DOMAIN RENEWAL				
2622	CHRIS NELSON									
67463		9/8/2016	9/8/2016	89.41		25442			89.41 ✓	Posted 0.00
		10-15-2911				REIMBURSEMENT FOR BOOTS				
2987	JAY NEWTON									
67391		9/8/2016	9/8/2016	89.64		25439			89.64 ✓	Posted 0.00
		10-11-5800				MILEAGE-KMEA MTG-166 MILES @ .54/M				
2301	NEX-TECH WIRELESS									
67375		9/8/2016	9/8/2016	169.48	4671682	24581			169.48 ✓	Posted 0.00
		10-13-5310				PD PHONES				
67406		9/8/2016	9/8/2016	95.52	4694499	25422			95.52 ✓	Posted 0.00
		25-00-7450				STREET DEPT.-PHONE BILL				
3022	NFPA									
67423		9/8/2016	9/8/2016	175.00	6775491Y	24962			175.00 ✓	Posted 0.00
		53-43-5400				MEMBERSHIP DUES, WELCOME KIT				
496	NORTH CENTRAL REGIONAL PLANNING									
67464		9/8/2016	9/8/2016	1,400.00	2156	25453			1,400.00 ✓	Posted 0.00
		30-00-3000				FINAL INSPECTION-DURAN & EMERSON				
2897	OFFICE DEPOT									
67376		9/8/2016	9/8/2016	199.97	856553998001	24588			199.97 ✓	Posted 0.00
		10-13-6110				TONER & PAPER				
1946	OLDCASLTE PRECAST									
67465		9/8/2016	9/8/2016	4,235.66	120035436	CLARK673			4,235.66 ✓	Posted 0.00
		30-00-6150				CONCRETE STORM PIPE,END SECTION				
2946	PACE ANALYTICAL SERVICES, INC.									
67377		9/8/2016	9/8/2016	515.00	167246				515.00 ✓	Posted 0.00
		52-41-3000				LAB TESTING				
2817	PERSONNEL CONCEPTS									
67378		9/8/2016	9/8/2016	528.31	9331689065				528.31 ✓	Posted 0.00
		51-41-3000				SAFETY COMPLIANCE MATERIALS				
527	PIERCE ELECTRONICS									
67413		9/8/2016	9/8/2016	2,170.00	28881				2,170.00 ✓	Posted 0.00
		51-41-3000				REPLACED N TOWER RTU & PRESSURI				
1263	PRAIRE FIRE COFFEE ROASTERS									
67424		9/8/2016	9/8/2016	47.08	868950	24957				Posted
		53-43-3000				COFFEE			15.70 ✓	0.00
		52-43-3000				COFFEE			15.69 ✓	0.00
		51-43-3000				COFFEE			15.69 ✓	0.00
									47.08 ✓	0.00
67466		9/8/2016	9/8/2016	82.80	868597	CLARK674			82.80 ✓	Posted 0.00
		10-15-6000				COFFEE				
2593	PROFESSIONAL FIRE EQUIPMENT CO., LLC									
67379		9/8/2016	9/8/2016	500.00	38587	25388			500.00 ✓	Posted 0.00
		10-14-4330				HYDRO TEST ON BOTTLES				
1118	PROTECTIVE EQUIPMENT TESTING LABORATORY									
67467		9/8/2016	9/8/2016	3,418.82		24974				Posted
		53-43-7440				54578-TESTING,GLOVES,SLEEVES & IM			947.14 ✓	0.00
		53-43-7440				54579-SLEEVES, SLEEVE BAGS			2,471.68 ✓	0.00
									3,418.82 ✓	0.00
2425	PROTOCOLL, LLC									
67380		9/8/2016	9/8/2016	364.00		24586			364.00 ✓	Posted 0.00
		10-13-5310				SEPTEMBER PHONE BILL				
3020	JASON RABE									
67471		9/8/2016	9/8/2016	676.64		25400				Posted
		10-11-5800				LODGING-CITY ADMIN JOB INTERVIEW			167.96 ✓	0.00
		10-11-5800				MILEAGE-942 MILES-JOB INTERVIEW			508.68 ✓	0.00
									676.64 ✓	0.00

Accounts Payable Detail Listing

City of Beloit

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>			<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
2979	RAY'S APPLE MARKET (continued)									
67381	9/8/2016 9/8/2016	40.93	8970		25395				40.93 ✓	Posted 0.00
	10-11-6000					WATER & SUPPLIES				
67382	9/8/2016 9/8/2016	68.51	2340						68.51 ✓	Posted 0.00
	52-41-6000					DISTILLED WATER/BLEACH/SUPPLIES				
321	RICOH USA, INC									
67393	9/8/2016 9/8/2016	310.88	97394291		25440				310.88 ✓	Posted 0.00
	10-11-3360					RICOH RENTAL-SEPTEMBER				
3026	ROLLING HILLS ELECTRIC COOP									
67477	9/8/2016 9/8/2016	24,171.00	STATEMENT 1434		25448				24,171.00 ✓	Posted 0.00
	30-00-3000					ELECTRIC SERVICE FOR AIRPORT				
586	S & S DRUG STORE									
67425	9/8/2016 9/8/2016	27.70	1596547		24946				27.70 ✓	Posted 0.00
	53-41-7440					FIRST AID KIT SUPPLIES				
575	SAGE PRODUCTS									
67385	9/8/2016 9/8/2016	113.44	0062937-IN						113.44 ✓	Posted 0.00
	51-41-6000					FLOOR & GLASS CLEANER				
67426	9/8/2016 9/8/2016	299.00	0062924-IN		24964				99.67 ✓	Posted 0.00
	53-43-6000					PAPER TOWELS			99.67 ✓	0.00
	52-43-6000					PAPER TOWELS			99.66 ✓	0.00
	51-43-6000					PAPER TOWELS			299.00 ✓	0.00
94	SCHENDEL PEST CONTROL									
67386	9/8/2016 9/8/2016	425.00			25389				425.00 ✓	Posted 0.00
	10-11-3000					RENEWAL OF SENTICON MONITORING				
2419	SERVICEMASTER OF NCK									
67383	9/8/2016 9/8/2016	1,475.00	10668		24589				1,475.00 ✓	Posted 0.00
	10-13-4300					REFINISHING FLOORS-PD				
2080	SMOKY HILL LLC									
67387	9/8/2016 9/8/2016	434,084.04			25407				434,084.04 ✓	Posted 0.00
	30-00-3000					EXTENSION & WIDENING OF AIRPORT I				
2018	GRANT SNEATH									
67427	9/8/2016 9/8/2016	108.39			24967				108.39 ✓	Posted 0.00
	53-43-2911					REIMBURSEMENT FOR BOOTS				
67468	9/8/2016 9/8/2016	103.79			24975				103.79 ✓	Posted 0.00
	53-43-5800					MILEAGE REIMBURSEMENT-192.2 MILE				
84	ST JOHN'S SCHOOL - CROSSWALK GUARD									
67384	9/8/2016 9/8/2016	50.00			25409				50.00 ✓	Posted 0.00
	10-13-3000					CROSSWALK-10 DAYS @ 5.00				
643	STANION WHSE ELECTRIC COMPANY									
67428	9/8/2016 9/8/2016	1,890.42			24965				579.91 ✓	Posted 0.00
	53-43-6000					4140662-00-SPLIT BOLTS, PLASTIC COV			85.47 ✓	0.00
	53-43-6000					4140662-01-SPLIT BOLTS, PLASTIC COV			248.54 ✓	0.00
	53-43-6000					4140662-02-SPLIT BOLTS, PLASTIC COV			976.50 ✓	0.00
	53-43-6000					4141376-00-ELASTIMOLD			1,890.42 ✓	0.00
2999	RACHEL TAYLOR									
67388	9/8/2016 9/8/2016	100.00			24587				100.00 ✓	Posted 0.00
	10-12-3320					RESTITUTION-CASE 201600067				
2983	THE AUSTIN PETERS GROUP, INC.									
67389	9/8/2016 9/8/2016	900.00	081116		25392				225.00 ✓	Posted 0.00
	10-11-3000					CITY ADMINISTRATOR RECRUITMENT F			225.00 ✓	0.00
	53-41-3000					CITY ADMINISTRATOR RECRUITMENT F			225.00 ✓	0.00
	52-41-3000					CITY ADMINISTRATOR RECRUITMENT F			225.00 ✓	0.00
	51-41-3000					CITY ADMINISTRATOR RECRUITMENT F			900.00 ✓	0.00
2958	TREKK DESIGN GROUP, LLC									
67390	9/8/2016 9/8/2016	2,414.70	16-00921		25398				2,414.70 ✓	Posted 0.00
	51-41-3000					TASTE & ODOR STUDY				

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			
704 UNIVAR USA INC (continued)										
67392	9/8/2016	9/8/2016	19,762.70	W1616251					Posted	
	51-41-6170			ALUMINUM SULFATE	19,762.70	✓				0.00
67394	9/8/2016	9/8/2016	8,983.80	W1616128					Posted	
	51-41-6170			SODA ASH	8,983.80	✓				0.00
697 USD 273										
67395	9/8/2016	9/8/2016	175.50				25408		Posted	
	10-13-3000			CROSSWALK 9 DAYS @ 19.50	175.50	✓				0.00
2067 VERIZON WIRELESS SERVICES, LLC										
67396	9/8/2016	9/8/2016	160.92	9770459262			25405		Posted	
	10-11-5310			ADMIN	96.46	✓				0.00
	10-20-5310			CEMETERY	64.46	✓				0.00
					160.92	✓				0.00
67397	9/8/2016	9/8/2016	44.61	9770496306			25404		Posted	
	53-41-5310			POWER PLANT STAND-BY PHONE	44.61	✓				0.00
67398	9/8/2016	9/8/2016	269.83	9770488736			25411		Posted	
	10-11-5310			ADMIN	122.08	✓				0.00
	53-43-5310			SYSTEMS	41.26	✓				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
					269.83	✓				0.00
67399	9/8/2016	9/8/2016	53.73	3447134772			24577		Posted	
	10-13-5310			PD	53.73	✓				0.00
722 WATTS AND SON										
67429	9/8/2016	9/8/2016	1,250.00	5733			24966		Posted	
	53-43-7450			HEAT/COOL WINDOW UNITS	1,250.00	✓				0.00
67469	9/8/2016	9/8/2016	271.40	5820			25445		Posted	
	10-11-4300			CHECKED LEAK AT ECONOMY SHOP	271.40	✓				0.00
3021 BRAD WEIDENHAFT										
67414	9/8/2016	9/8/2016	150.00						Posted	
	51-43-2911			REIMBURSEMENT FOR BOOTS	150.00	✓				0.00
					939,259.31	118 Non-voided payables listed.				

Report Setup
 AP - Accounts Payable Listing : Vendor Name
 Filter Options
 Starting: 9/8/2016
 Ending: 9/8/2016
 Banks: All
 Payable Status: Posted, Printed, ACH, Recorded, Voided
 All Vendors Selected

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
September 6, 2016	ORDINANCE 2191 Vehicle Impound Fees
ORIGINATING DEPARTMENT:	TYPE OF ACTION:
Administration	<input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the Council approve Ordinance 2191 Vehicle Impound Fees raising the daily storage fee to \$25.00 per day.

FISCAL NOTE:

- There is no direct cost associated with passing this ordinance.

DISCUSSION:

Passing Ordinance 2191 would raise the daily storage fee from \$10.00 per day to \$25.00 per day. Police Chief Dave Elam recommended raising the daily storage fee to be consistent with what the county charges.

Respectfully submitted,

Jay Newton,
City Administrator

ORDINANCE NO. 2191

AN ORDINANCE INCREASING THE DAILY STORAGE FEE FOR IMPOUNDED VEHICLES IN THE CITY OF BELOIT, KANSAS, AMENDING SECTION 16-406, ARTICLE 4, CHAPTER XVI, OF THE BELOIT CITY CODE.

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

Section 1: Section 16-406 of the Beloit City Code is hereby amended as follows:

16-406. FEES. The following fees are hereby established for every motor vehicle impounded under this code:

- (a) Impoundment Fee of \$75.00.
- (b) Daily Storage Fee of \$25.00. This shall include the day of impound and the day of release.
- (c) Towing fees are set by the towing service and will vary on a case by case basis.

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

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

Tom Naasz, Mayor

ATTEST:

Amanda J. Lomax, City Clerk

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:		
September 6, 2016	ORDINANCE 2192 UNIFORM PUBLIC OFFENSE CODE		
ORIGINATING DEPARTMENT:	TYPE OF ACTION:	<input checked="" type="checkbox"/> ORDINANCE	<input type="checkbox"/> RESOLUTION
Administration		<input type="checkbox"/> FORMAL ACTION	<input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the Council approve Ordinance 2192 Uniform Public Offense Code.

FISCAL NOTE:

- There is no direct cost associated with passing this ordinance.

DISCUSSION:

The City of Beloit adopts the Uniform Public Offense Code by ordinance every year.

Respectfully submitted,

Jay Newton,
City Administrator

ORDINANCE NO. 2192

AN ORDINANCE REGULATING PUBLIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF BELOIT, KANSAS; INCORPORATING BY REFERENCE THE "UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES" EDITION OF 2016, AND REPEALING ORDINANCE NUMBER 2170.

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

Section 1: INCORPORATING UNIFORM PUBLIC OFFENSE CODE. There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Beloit, Kansas, that certain code known as the "Uniform Public Offense Code," Edition of 2016, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. No fewer than three copies of said Uniform Public Offense Code shall be marked or stamped "Official Copy as Adopted by Ordinance No. 2192," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this Ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The police department, municipal judge and all administrative departments of the city charged with enforcement of the ordinance shall be supplied, at the cost of the city, such number of official copies of such Uniform Public Offense Code similarly marked, as may be deemed expedient.

Section 2: DELETION. Section 10.13 of Article 10 of the Uniform Public Offense Code relating to Barbed Wire is hereby omitted and deleted.

Section 3: REPEAL. Ordinance number 2170 is repealed.

Section 4: EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its publication in the official city newspaper.

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

Tom Naasz, Mayor

ATTEST:

Amanda Lomax, City Clerk

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
September 6, 2016	ORDINANCE 2193 STANDARD TRAFFICE ORDINANCE
ORIGINATING DEPARTMENT:	TYPE OF ACTION:
Administration	<input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the Council approve Ordinance 2193 Standard Traffic Ordinance.

FISCAL NOTE:

- There is no direct cost associated with passing this ordinance.

DISCUSSION:

The City of Beloit adopts the Standard Traffic Ordinance by ordinance every year.

Respectfully submitted,

Jay Newton,
City Administrator

ORDINANCE NO. 2193

AN ORDINANCE REGULATING TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF BELOIT, KANSAS; INCORPORATING BY REFERENCE THE "STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES," EDITION OF 2016, WITH CERTAIN OMISSIONS, CHANGES AND ADDITIONS; PRESCRIBING ADDITIONAL REGULATIONS; PROVIDING CERTAIN PENALTIES AND REPEALING ORDINANCE NUMBER 2169.

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

Section 1: INCORPORATING STANDARD TRAFFIC ORDINANCE. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Beloit, Kansas, that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities," Edition of 2016, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. No fewer than three copies of said Standard Traffic Ordinance shall be marked or stamped "Official Copy as Adopted by Ordinance No. 2193," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this Ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The police department, municipal judge and all administrative departments of the city charged with enforcement of the ordinance shall be supplied, at the cost of the city, such number of official copies of such Standard Traffic Ordinance similarly marked, as may be deemed expedient.

Section 2: TRAFFIC INFRACTIONS AND TRAFFIC OFFENSES.

- (a) An ordinance traffic infraction is a violation of any section of this ordinance that prescribes or requires the same behavior as that prescribed or required by a statutory provision that is classified as a traffic infraction in K.S.A. Supp. 8-2118.
- (b) All traffic violations which are included within this ordinance, and which are not ordinance traffic infractions, as defined in subsection (a) of this section, shall be considered traffic offenses.

Section 3: CHANGING PROVISIONS.

Article 7. Speed Regulations, Sec. 33. Maximum Speed Limits of said Standard Traffic Ordinance and Section 16-102 of the Code of the City of Beloit are hereby modified and changed to read as follows:

- (a) Except as provided in subsection (b) and except when a special hazard exists that requires lower speed for compliance with K.S.A. 8-1557, and amendments thereto, the limits specified in this subsection or established as authorized by law shall be maximum lawful speeds, and no person shall operate a vehicle at a speed in excess

of such maximum limits:

- (1) In any business district, 20 miles per hour, except where otherwise posted;
 - (2) In any residential district, 30 miles per hour, except where otherwise posted;
 - (3) In any park, 20 miles per hour, except where otherwise posted;
 - (4) In school zones between the hours of 7:00 a.m. and 4:00 p.m., 20 miles per hour, except as may be otherwise posted;
 - (5) Beginning at a point 400' east of the east curblineline of Brooklyn Avenue extended east on Asherville Road to the intersection of U.S. Highway 24, 40 miles per hour;
 - (6) On U.S. Highway 24, the maximum speed limit shall be the lawful speed as posted on such highway; and
 - (7) On U.S. Highway 14, the maximum speed limited shall be the lawful speed as outlined in above for a business district and residential district, and otherwise as posted on such highway.
- (b) The maximum speed limits established by or pursuant to this section may be altered as authorized in K.S.A. 8-1559 and K.S.A. Supp. 8-1560, and amendments thereto.
- (c) No person shall drive a school bus to or from school, or interschool or intraschool functions or activities, at a speed in excess of the maximum speed limits provided in subsection (a), except that the board of education of any school district may establish by board policy lower maximum speed limits for the operation of such district's school buses. The provisions of this subsection relating to school buses shall apply to buses used for the transportation of students enrolled in community colleges or area vocational schools, when such buses are transporting students to or from school, or functions or activities. (K.S.A. 8-1558, as amended)

Section 4: CHANGING PROVISIONS.

Sub-Sections (a)(4), (b) and (c) of Section 194 of said Standard Traffic Ordinance relating to third time violations of Driving While License is Canceled, Suspended, or Revoked, is hereby declared to be and is omitted and deleted.

Section 5: PENALTY FOR SCHEDULED FINES. The fine for violation of an ordinance traffic infraction or any other traffic offense for which the municipal judge establishes a fine in a fine schedule shall not be less than \$10.00 nor more than \$2,500.00, except for speeding which shall not be less than \$30.00 nor more than \$1,000.00. A person tried and convicted for violation of an ordinance traffic infraction or other traffic offense for which a fine has not been established in a schedule of fines shall pay a fine fixed by the court not to exceed \$2,500.00.

Section 6: REPEAL. Ordinance number 2169 is hereby repealed.

Section 7: EFFECTIVE DATE. This ordinance shall take effect and be in full force from and after its passage and one publication in the official city newspaper.

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

Tom Naasz, Mayor

ATTEST:

Amanda Lomax, City Clerk

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:		
September 6, 2016	City Administrator Agreement		
ORIGINATING DEPARTMENT:	TYPE OF ACTION:	<input type="checkbox"/> ORDINANCE	<input type="checkbox"/> RESOLUTION
Administration	<input checked="" type="checkbox"/> FORMAL ACTION	<input type="checkbox"/> OTHER	

RECOMMENDATION:

I recommend that the Council approve the enclosed Employment Agreement with Jason Rabe for the City Administrator Position.

FISCAL NOTE:

- There is no direct cost for talking this action. The indirect cost will be the yearly compensation outlined in the agreement.

DISCUSSION:

Respectfully submitted,

Jay Newton,
City Administrator

Employment Agreement

THIS AGREEMENT, made and entered into this 6th day of September, 2016, by and between the City of Beloit, Mitchell County, State of Kansas, a municipal corporation, hereinafter referred to as "City" or "City of Beloit" and Jason M. Rabe, hereinafter referred to as "Employee."

WITNESSETH:

WHEREAS, the City desires to employ Jason M. Rabe as the City Administrator as contemplated and provided by the Code of the City of Beloit, Kansas as adopted in 2016, and the statutes of the State of Kansas; and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment, and set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as City Administrator of said City;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Duties.

The City hereby agrees to employ the Employee as City Administrator to manage the day-to-day administration of the City, to perform the functions and duties specified in statutes of the State of Kansas, City Ordinances and City Code, and to perform other legally permissible and proper duties and functions as the Governing Body of the City shall direct. Employee agrees to devote his full time and attention to perform the duties of such position. If at any time the City Administrator's role within the City's government structure shall change to City Manager, then the Employee shall perform the functions and duties of City Manager as specified in the Kansas statutes, City Ordinances, and the Beloit City Code.

Section 2. Term.

The term of this agreement shall be for an initial period of three (3) years commencing September 6, 2016 and ending September 5, 2019. Following the initial period, this agreement shall automatically be renewed on its anniversary date for one year periods unless a three month notice is given by the City that this agreement will terminate at its expiration date. In the event the Employee is terminated, he shall be entitled to all compensation and accrued benefits as provided by this agreement. Nothing in this agreement shall prevent, limit or otherwise interfere with the rights of the City to terminate the services of the Employee. The Employee is an employee at-will as defined by the laws of the State of Kansas.

Section 3. Residency.

Employee agrees that the City of Beloit shall be his place of permanent residence while he is employed in this position. It is expected by the City that the Employee shall become an active and involved member of the Beloit community.

Section 4. Compensation.

- A. City agrees to pay Employee for his services rendered pursuant hereto, a salary in the amount of Ninety Thousand and No/100 Dollars (\$90,000.00) per annum, commencing September 6, 2016, payable in installments at the same time as other City of Beloit employees.
- B. Should the City give a cost of living or other percentage increase to City employees, the salary of the Employee shall be adjusted by the same percentage.
- C. The City agrees to provide to Employee and dependents, if applicable, health insurance coverage as provided to other City employees.
- D. The City agrees to enroll the Employee into the Kansas Public Employee Retirement System and make appropriate payments as required by law. In addition, the City agrees, if requested by the Employee, to allow Employee's participation in a deferred compensation retirement plan.
- E. Upon commencement of employment, the Employee shall be credited with ten (10) days of vacation and five (5) days of sick leave. Thereafter, Employee will accrue vacation and sick leave pursuant to the City's Personnel Policy and be subject to all other policies regarding vacation and sick leave. Upon resignation, retirement, termination, or death, Employee shall be paid for accrued vacation and sick leave in accordance with the City's Personnel Policy.

Section 5. Professional Expenses.

- A. The City agrees budget and pay professional dues for Employee's participation in the International City-County Management Association (ICMA) and/or the Kansas City-County Management Association (KACM).
- B. It is encouraged by the City that the Employee participates and becomes involved in local civic organizations. The City agrees to pay annual dues and expenses of membership in any local civic organization(s) of Employee's choice.
- C. The City agrees to budget and pay registration, travel and subsistence to allow Employee to attend ICMA conferences, KACM annual meetings and conferences,

Kansas League of Municipalities annual meeting and conferences, and other appropriate training and educational meetings within the State of Kansas.

- D. When using his personal vehicle for traveling outside the boundaries of Mitchell County, mileage shall be reimbursed at the rate established by city policy. All other expenses incurred by Employee while traveling in pursuit of City business shall be reimbursed in accordance with City policy.
- E. The City shall provide a cell phone, laptop computer, tablet, and/or other appropriate electronic devices in order that the Employee can communicate and perform city administration functions while away from the day to day work site.

Section 6. Relocation Expenses.

- A. The City agrees to pay relocation expenses of the Employee for expenses associated with moving to Beloit, Kansas. Reimbursement for moving expenses shall not exceed Five Thousand and No/100 Dollars (\$5,000.00).
- B. The City agrees to pay two months of rent for Employee's temporary housing to assist Employee during the period of relocating permanent housing.

Section 7. Termination.

- A. This agreement may be terminated by either party without cause upon thirty (30) days written notice to the other party. In the event of termination of Employee by the City, or non-renewal of the contract following completion of the initial term, for other than cause, the City shall compensate the Employee with a severance payment equal to ninety (90) work days of wages. For purposes of this agreement, the Employee may terminate this agreement for any one or more of the following reasons other than cause:
 - (1) A majority of the governing body votes to terminate the Employee at a duly authorized public meeting for any reason other than conviction of any felony and crime involving personal gain or any crime of moral turpitude when the Employee is ready, willing and able to perform the duties of City Administrator.
 - (2) If the City reduces base salary, compensation or other financial benefits applicable to the Employee, unless reduction applies in no greater percentage than the average reduction of all department head and full time City employees, the Employee shall have the right to declare that such reduction constitutes termination without cause.
- B. The City may terminate this agreement without notice and shall pay only to the day of termination if such termination is for cause. The City may only terminate

the Employee's employment for cause if Employee is convicted of a felony and crime involving personal gain or any crime of moral turpitude.

Section 8. Evaluation of Performance.

The City and the Employee shall periodically define goals and performance objectives which they determine necessary for the proper operation of the City and in the attainment of the City's policy objective, and shall further establish a relative priority among those various goals and objectives, said goals and objective to be reduced to writing. They shall generally attainable within the time limitations as specified in the annual operation and capital budgets and appropriations provided.

Section 9. Other Terms and Conditions.

- A. The City shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, state statutes, or any other laws.
- B. All provisions of City ordinances, policies, rules and regulations relating to leave, retirement, pension contributions, vacation, holidays, fringe benefits, disciplinary measures and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of the City, in addition to said benefits specifically enumerated herein for the benefit of the Employee.
- C. The City shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 10. Indemnification.

The City agrees to defend and indemnify the Employee, to the extent permitted by law and the terms and conditions of the City's policy of insurance, in all legal actions both state and federal arising out of the performance of such duties that are within the scope of the Employee's position. The City will have the sole authority for the direction of the defense and shall be the sole judge of the acceptability of any compromise or settlement of any claim or action against the Employee.

Section 11. General Provisions.

- A. It is the intention of the parties that this agreement and the performance hereunder and all suits and special proceeding hereunder be construed in accordance with and under and pursuant to the law of the State of Kansas, and that in any action, special proceedings, or other proceedings that may be brought, arising out of, in connection with or by reason of this agreement, the laws of the State of Kansas shall be applicable and shall govern to the exclusion of the law or in any other forum. Any litigation must be brought to the District Court in Mitchell County, Kansas.

- B. This agreement contains the complete agreement concerning the employment arrangements between the parties and shall, as of the effective date, supersede all other agreements, verbal or written, between the parties. The parties stipulate that neither have made any representation with respect to the subject matter of this agreement or any representations including the execution and delivery hereof except such representations as are specifically set forth herein, and each of the parties hereto acknowledges that they have relied on their own judgment in entering into this agreement. The parties hereto acknowledge that any payments or representation that may have heretofore been by either of them to the other are of no effect and that neither of them has relied thereon in connection with their dealings with the other.

- C. No waiver or modification of this agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the parties to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration or litigation between the parties hereto arising out of or affecting this agreement or the rights or obligations of the parties hereunder unless such waiver or modification is in writing, duly executed aforesaid, and the parties further agree that the provisions of this section may not waived except as herein set forth.

- D. This agreement shall be binding upon and inure to the benefits of the heirs at law and personal representatives of the Employee.

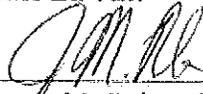
- E. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Beloit has caused this agreement to be signed and executed in its behalf by the Mayor and duly attested by its City Clerk, and the City Administrator has signed and executed this agreement, both in duplicate, the day and year first above written.

CITY OF BELOIT, KANSAS

EMPLOYEE

Tom Naasz, Mayor



Jason M. Rabc, City Administrator

ATTEST:

APPROVED AS TO FORM:

Amanda Lomax, City Clerk

Katie Schroeder, City Attorney

Employment Agreement

THIS AGREEMENT, made and entered into this 6th day of September, 2016, by and between the City of Beloit, Mitchell County, State of Kansas, a municipal corporation, hereinafter referred to as "City" or "City of Beloit" and **Jason M. Rabe**, hereinafter referred to as "Employee."

WITNESSETH:

WHEREAS, the City desires to employ Jason M. Rabe as the City Administrator as contemplated and provided by the Code of the City of Beloit, Kansas as adopted in 2016, and the statutes of the State of Kansas; and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment, and set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as City Administrator of said City;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

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The City hereby agrees to employ the Employee as City Administrator to manage the day-to-day administration of the City, to perform the functions and duties specified in statutes of the State of Kansas, City Ordinances and City Code, and to perform other legally permissible and proper duties and functions as the Governing Body of the City shall direct. Employee agrees to devote his full time and attention to perform the duties of such position. If at any time the City Administrator's role within the City's government structure shall change to City Manager, then the Employee shall perform the functions and duties of City Manager as specified in the Kansas statutes, City Ordinances, and the Beloit City Code.

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- C. No waiver or modification of this agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the parties to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration or litigation between the parties hereto arising out of or affecting this agreement or the rights or obligations of the parties hereunder unless such waiver or modification is in writing, duly executed aforesaid, and the parties further agree that the provisions of this section may not waived except as herein set forth.
- D. This agreement shall be binding upon and inure to the benefits of the heirs at law and personal representatives of the Employee.
- E. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Beloit has caused this agreement to be signed and executed in its behalf by the Mayor and duly attested by its City Clerk, and the City Administrator has signed and executed this agreement, both in duplicate, the day and year first above written.

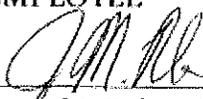
CITY OF BELOIT, KANSAS

Tom Naasz, Mayor

ATTEST:

Amanda Lomax, City Clerk

EMPLOYEE



Jason M. Rabe, City Administrator

APPROVED AS TO FORM:

Katie Schroeder, City Attorney

Memorandum

To: Mayor and City Council

From: Jay Newton,
Interim City Administrator

Date: August 18, 2016

Subject: Trencher/boring machine for Electric Utility

A recommendation was presented to the City Council at the meeting of 16 August for trenching and boring for electric line undergrounding in the right of way for the Main Street reconstruction project. The amount of the bid approved by the City Council was \$45,000 dollars. That amount seemed to be a large expenditure so I talked to Stuart Porter, the city's engineer, to confirm the cost of making bores for utilities. He confirmed the 18.00 per foot being bid for the Main Street project was consistent with estimates that would be used for such projects.

Going back three years I learned the City has spent about \$173,126.00 for trenching and boring services, an annual average of \$57,709.00 a year. I inquired as to why the City Electric Department does not use a city owned trencher for those jobs and was told the city trencher is more than 20 years old and generally cannot be used without constant repairs. In addition, the city's equipment has no capability to do boring.

Electric Utility Director, Ron Sporleder has submitted price quotes for two trenching machines, *Ditch Witch* and *Vermeer*. Both suppliers are in the Wichita area. The proposed price for the Ditch Witch is \$160,981.84 including discount. The proposed price for the Vermeer is \$158,744.00. The Ditch Witch does not include (nor is it equipped) options for boring. The Vermeer trencher is designed to be used as a boring machine includes attachments for boring at an additional cost of \$4,882.00. Purchase of the Vermeer trencher/boring machine is recommended.

While the Electric fund could support an outright purchase of the equipment, it is suggested that the equipment be lease-purchased. City Finance Director, Mandy Lomax has inquired with Solomon Valley Bank and determined the City can lease-purchase the equipment for three (3) years and 1.39%, or for five (5) years at 1.89%. Mandy recommends a five year lease. This would allow the City

to retain cash in the operating and reserve funds and still spend less annually than has been spent by contracting.

FIRST NATIONAL BANK *and* TRUST

PHILLIPSBURG LOGAN LONG ISLAND

SMITH COUNTY BANK - SMITH CENTER

SOLOMON VALLEY BANK - BELOIT

KANSAS

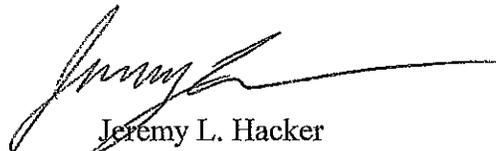
August 22, 2016

City of Beloit
Director of Finance/City Clerk
Mandy Lomax
119 N Hersey Ave
Beloit, KS 67420

Dear Mandy:

Thank you for the opportunity to finance a new heavy duty trencher for the City of Beloit. We would be able to finance the total cost of the trencher (approximately \$160,000.00) on either a 3 year term at 1.39% or a 5 year term at 1.89% with the first payment due at signing. As I explained to you in our conversation, this is our interest rate as of today. Rates are subject to changes in the market, but this allows you to have a reference point to compare all financial options. Please let me know if you have any questions, or if there is anything else we can do for you. Thanks again!

Sincerely,



Jeremy L. Hacker
Assistant Vice President

PO. Box 627 • Phillipsburg, KS 67661 • 785.543.6511

PO. Box 7 • Logan, KS 67646 • 785.689.7493 • PO. Box 36 • Long Island, KS 67647 • 785.854.7441

SMITH COUNTY BANK - Branch of First National Bank *and* Trust • PO. Box 389 • Smith Center, KS 66967 • 785.282.3100

SOLOMON VALLEY BANK - Branch of First National Bank *and* Trust • PO. Box 562 • Beloit, KS 67420 • 785.534.1390

www.agbank.com

DITCH WITCH UNDERCON

7825 HARTMAN ARENA DRIVE
PARK CITY, KS 67147
Phone 800-582-1980
Fax 316-755-0519

Ditch Witch Undercon

7825 N Hartman Arena Dr
Park City, KS 67147-8312

Quote: 50137769

Ext. Ref.:

Description:

Date: 08/10/2016

Salesperson: Josh McKown

Mobile Phone:

Email:

Price Quote

Quote valid for: 30 days, until 09/09/2016

RT120 Heavy Duty Trencher

The Ditch Witch® Model RT120 hydrostatic unit can be used with a variety of front and rear attachments. The basic power unit includes the following: Deutz TCD 3.6 L4 water-cooled diesel engine (121 hp gross @ 2300 rpm) EPA Tier 4i, EU Stage IIIB compliant, OR Deutz TCD 3.6 L4 water-cooled diesel engine (121 hp gross @ 2,300 rpm) EPA Tier 3, EU Stage IIIA compliant, four-wheel drive, 4-post Roll Over Protective Structure, hand throttle, automotive type steering on oscillating Carraro front differential, enclosed and lubricated gearbox, deluxe adjustable operators seat, seat belt, parking brake, 12 volt electric start, air filter restriction indicator, test ports for system pressure, Integrated Digital Gauge Display (gauges, interlock, indicators, and diagnostic), and auxiliary hydraulic system pressure gauge.

<u>Qty</u>	<u>Part Number</u>	<u>Description</u>
1	RT120	RT120 Heavy Duty Trencher
1	RT120-1	Base Unit: Standard, 4-Post, Tilt / RS
1	300-8635	LOW ANGLE BACKFILL BLADE, 80"
1	602-979	RT80Q/95/100/115/120 TILT BLD SHIP KIT
1	190-1884	ASSY, RT120/Q HYD MANIFOLD KIT
1	350-1497	ASSY, STACK GUARD
1	A920	A920 Backhoe
1	020-060-2	Base Unit
1	350-1457	A920 SHIP KIT - RT100 / RT120
1	190-1887	A920 SHIP KIT - RT100 / RT120 / RT120Q
2	322-188	DIRT PAD (12" X 16")
1	301-1100	24" VRT SERIES HD BUCKET
1	H911	H911 Digging
1	104-182-2	Base Unit: Gearbox 11.75:1
1	604-540	H911 SHIP KIT
1	100-735	BOOM FIT-UP KIT(COMBO AUGERS)
1	140-665	AUGER DRIVE SPROCKET ASS'Y
1	604-541	WEAR BAR KIT
1	141-520	RIGHT AUGER BRACKET
1	141-521	LEFT AUGER BRACKET
1	145-070	RIGHT AUGER (LONG)

DITCH WITCH UNDERCON

7825 HARTMAN ARENA DRIVE
PARK CITY, KS 67147
Phone 800-582-1980
Fax 316-755-0519

Ditch Witch Undercon

7825 N Hartman Arena Dr
Park City, KS 67147-8312

Quote: 50137769
Ext. Ref.:
Description:
Date: 08/10/2016
Salesperson: Josh McKown
Mobile Phone:
Email:

Price Quote

Quote valid for: 30 days, until 09/09/2016

Subtotal Before Tax \$ 160,981.84

Total Tax \$ 0.00

Total Amount \$ 160,981.84
U.S. Dollars



Vermeer®

Great Plains

Date: 08/12/2016

Quoted To:

CITY OF BELOIT

BOX 567

BELOIT KS 67420

Location: GODDARD

Quote Number: Q00179

Salesperson: MARLIN STOTTS (316)
794-3500

marlins@vermeergp.com

Responsible: MARLIN STOTTS

Expires: 09/07/2016

We propose to furnish the equipment described herein in accord with the specification, terms, and conditions outlined.

New VERMEER RTX1250 TILT TRACTOR - SOC HYD 158,744.00

****INCLUDING THE FOLLOWING OPTIONS****

RTX1250 TILT TRACTOR - SOC HYD

RTX1250165 TIER 4 EPA ENGINE

RTX1250034 4 POST ROPS

RTX1250040 (4)38X18-20 14PR WHEEL ASSEMBLY

RTX1250079 ~HYDRAULIC FLUID - HY-POWER 100

RTX1250112 RUBBER TIRE STEP EXTENSIONS

RTX1250118 AUX TOOL HYDRAULICS - RH MOUNT

RTX1250203 84 BACKFILL BLADE - STD 6-WAY CONTROL

RTX1250220 BACKFILL BLADE EXTENSIONS

RTX1250242 PORTA-BORE I - COMPLETE

RTX1250243 PORTA-BORE STORAGE MOUNT

100' OF ROD 7/8" X 10'

ADAPTER

4.5" REAMER

WATER SWIVAL

DRILL HEAD

RTX1250259 B1250 BACKHOE - GREASEABLE

RTX1250263 24 BUCKET W/ PIN ON TEETH

RTX1250301 TR1250 TRENCHER - RT SO MOUNT (STD BOOM)

RTX1250332 24 AUGER - TR1250

RTX1250433 BOOM - 72 MICHIGAN (7600)(20 EI)(64 P)

RTX1250534 72 TRENCH CLEANER (HYD)(20 EI)(TR1250)

7600DSC08064 7600 SD SHRK/COM 64 PIN 8"

** OPTIONS NOT INCLUDED IN PRICE **

MCLAUGHLIN G2 LOCATOR \$3,800.00

PROBE W/BATTERY \$519.00

HOUSING \$162.55

REAMER BODY WITH (3) 8" BLADES \$281.10

SWIVEL FOR REAMER BODY \$56.50

ADAPTER \$63.05

Comments

IF YOU WANT TO GO WITH THE 18" BUCKET IT IS A AROUND \$120 LESS.

Selling Price:	158,744.00
Tax:	
Net Selling Price:	158,744.00

Accepted by:

Prepared by:

beloitsystems@nckcn.com

From: Josh Mckown <jmckown@dwundercon.com>
Sent: Wednesday, August 10, 2016 9:03 AM
To: beloitsystems@nckcn.com
Subject: RT120 quote
Attachments: 201608100900.pdf

Ron, here is the quote for the hydrostatic unit that would have hydro slide on the trencher.

Thanks

Josh McKown
Branch Manager/Kansas
W: (316) 755-1911
M: (316) 258-7907

DITCH WITCH UNDERCON
7825 Hartman Arena Dr. // Park City, KS 67147
T: 316-755-1911 // F: 316-755-0519
Toll Free: 800-582-1980 // www.dwundercon.com

-----Original Message-----

From: scans@dwundercon.com [<mailto:scans@dwundercon.com>]
Sent: Wednesday, August 10, 2016 8:01 AM
To: Josh Mckown <jmckown@dwundercon.com>
Subject: Message from "RNP0026738169F6"

This E-mail was sent from "RNP0026738169F6" (Aficio MP C305).

Scan Date: 08.10.2016 09:00:58 (-0400)
Queries to: scans@dwundercon.com

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:		
September 6, 2016	Heavy Duty Car/Truck Lift		
ORIGINATING DEPARTMENT:	TYPE OF ACTION:	<input type="checkbox"/> ORDINANCE	<input type="checkbox"/> RESOLUTION
Electric – Power Plant		<input checked="" type="checkbox"/> FORMAL ACTION	<input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the Council approve the Purchase of a Heavy Duty Car/Truck Lift from Central Nebraska Distribution in the amount of \$14,664.00.

FISCAL NOTE:

- The cost for this item of \$14,664.00 would come out of the Power Plant budget line item (Other Equipment Repairs) 53-41-4330. The remaining balance for 53-41-4330 as of 9-2-2016 is \$49,808.03.

DISCUSSION:

Director of Electric Operations Ronnie Sporleder, and Power Plant Foreman Manny Milbers, would like Council to consider the purchase of a heavy duty car/truck lift. Craig Marcotte still does the service work and repairs for all the city vehicles including the fire trucks and the heavy duty vehicles for electric distribution.

Respectfully submitted,

Jay Newton,
City Administrator

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



Power Plant
Tel No (785) 738-5121
Fax No (785) 738-6401

To: Jay Newton / City Council
From: Manny Milbers
Subject: Car lift for Power Plant Shop
Date: 08-26-2016

Jay and City Council,

I would like to present for your consideration the purchase of a car/truck lift for the Shop here at the City of Beloit Power Plant. The purchase of the lift would make the job of servicing and working on the City of Beloit vehicles and heavy equipment more sufficient. There is a car lift at the street department but it is not heavy duty enough to lift a service truck. We service and work on police vehicles, fire trucks, heavy equipment from the distribution and street department and work on the vehicles and equipment of the Sewer Plant. We would like to purchase a lift that would be heavy duty enough to lift a service truck. I contacted Central Nebraska Distribution to get a quote for a lift. I have attached a quote from them for a 18,000 lb lift in the amount of \$ 14,664 installed.
Thank you for your consideration in this matter.



Ronnie Sporleder
Director of Electric Operations



Manny Milbers
Power Plant Operations Foreman

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:		
September 6, 2016	LKM VOTING DELEGATES		
ORIGINATING DEPARTMENT:	TYPE OF ACTION:	<input type="checkbox"/> ORDINANCE	<input type="checkbox"/> RESOLUTION
Administration	<input checked="" type="checkbox"/> FORMAL ACTION	<input type="checkbox"/> OTHER	

RECOMMENDATION:

I recommend that the City Council appoint two voting delegates and two alternate delegates to represent the City in the conduct and management of the affairs of the League of Kansas Municipalities.

FISCAL NOTE:

- Except for the actual expense of attending the conference, there is no cost associated with approval of this item.

DISCUSSION:

The League of Kansas Municipalities has requested that we register our voting delegates and alternates with the League's Executive Director. Article 4, Section 5 of the League Bylaws prescribes the total number of votes provided to each member city based on population. The City of Beloit will have two votes, necessitating the appointment of two voting delegates and two alternate delegates. The delegates' primary responsibility is to attend the Convention of Voting Delegates at the Annual Conference. Although our voting delegates and alternates have traditionally been Governing Body members, they do not have to be.

The City of Beloit is, and should continue to be, an active member of the League of Kansas Municipalities. Therefore, I recommend that the Council appoint two voting delegates and two alternate delegates to represent the City in the conduct and management of the affairs of the League of Kansas Municipalities.

Respectfully submitted,

Jay Newton,
City Administrator

August 19, 2016

Dear City Clerks or City Managers/City Administrators:

We are pleased the League's Annual Conference in Overland Park, October 8-10, 2016, is shaping up to be an exciting experience. We have an outstanding program of speakers, panel discussions and workshops planned which were highlighted in the July issue of the *Kansas Government Journal*.

I am writing to invite your city governing body to register its League voting delegates. State law provides that the governing body of each member city of the League may elect city delegates from among the city's officers to represent the city in the conduct and management of the affairs of the League. League bylaws provide that a city voting delegate or alternate delegate qualifies by having his or her name, city title and address registered with the executive director.

Each member city needs to file new registration forms with the League of Kansas Municipalities. You may send them one of three ways: by mail to League of Kansas Municipalities, 300 SW 8th Avenue, Topeka, KS 66603; scanning the form and emailing adebusk@lkm.org; or via FAX to 785-354-4186. **Please send forms by Friday, September 16th to the attention of Anna DeBusk.**

Article 4, Sec. 5 of the League Bylaws prescribes the total number of votes provided to each member city based on population. The number of delegate registration forms enclosed is based on the following table.

City Population	No. Votes	No. Delegate Forms	No. Alternate Forms
1 - 2,500	1	1	1
2,501 - 7,500	2	2	2
7,501 - 17,500	3	3	3
17,501 - 37,500	4	4	4
37,501 - 77,500	5	5	5
77,501 - 117,500	6	6	6
117,501 - 157,500	7	7	7
157,501 - 197,500	8	8	8
197,501 - 237,500	9	9	9
237,501 - 277,500	10	10	10
277,501 - 355,500	11	11	11
355,501 - 395,500	12	12	12

A business and policy session of city voting delegates will be held on Monday afternoon, October 10th, at the conference in Overland Park.

I look forward to hearing from you.

Sincerely,



Erik A. Sartorius
Executive Director

Enclosures

CITY VOTING DELEGATE REGISTRATION
League of Kansas Municipalities

The Governing Body of the City of _____

has elected: Name _____

Title _____

Address _____

E-Mail Address _____

to be (circle one)

voting delegate 1 2

alternate voting delegate 1 2

to represent the city in the conduct and management of the affairs of the League of Kansas Municipalities.

Signed: _____ Date: _____
City Clerk

INSTRUCTIONS

Four voting delegate registration forms are enclosed. Based on its current population, your city may have two voting delegates. A separate form should be filed for your voting delegate and for any alternate delegate you elect.

Actions taken at the League's annual business session are taken by vote of the individual voting delegates present unless the weighted voting system is triggered by the request of ten or more delegates.

If the weighted voting system is used, a roll call vote of member cities will be held. Under a roll call by city, your city will have one vote.

State Law Authorizing City Delegates

K.S.A. Supp. 12-1601f. "The governing body of each member city may elect city delegates from among the city's officers to represent the city in the conduct and management of the affairs of the League of Kansas Municipalities."

League Bylaw on Election and Qualifying of Delegates

Article 2, Section 2. "When a city is a member of the League, any elected or appointed officers of such city may be elected by the city governing body as voting delegates and alternate voting delegates in accordance with the provisions of Article 4 of these bylaws, to represent the city in any meeting of the voting delegates and in the conduct of any other affairs of the instrumentality requiring action of the member cities. Alternate voting delegates may vote on matters before a meeting of the voting delegates in the absence of the regular delegate. A voting delegate or alternate shall qualify by having his or her name, city, title and address registered with the executive director and shall hold such position while qualified and until a successor is elected and qualified."

CITY VOTING DELEGATE REGISTRATION
League of Kansas Municipalities

The Governing Body of the City of _____

has elected: Name _____

Title _____

Address _____

E-Mail Address _____

to be (circle one)

voting delegate 1 2

alternate voting delegate 1 2

to represent the city in the conduct and management of the affairs of the League of Kansas Municipalities.

Signed: _____
City Clerk

Date: _____

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CITY VOTING DELEGATE REGISTRATION
League of Kansas Municipalities

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has elected: Name _____

Title _____

Address _____

E-Mail Address _____

to be (circle one)

voting delegate 1 2

alternate voting delegate 1 2

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Signed: _____ Date: _____
City Clerk

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CITY VOTING DELEGATE REGISTRATION
League of Kansas Municipalities

The Governing Body of the City of _____

has elected: Name _____

Title _____

Address _____

E-Mail Address _____

to be (circle one)

voting delegate 1 2

alternate voting delegate 1 2

to represent the city in the conduct and management of the affairs of the League of Kansas Municipalities.

Signed: _____
City Clerk

Date: _____

INSTRUCTIONS

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ITEMS FOR COUNCIL DISCUSSION

DATE:

September 6, 2016

TITLE:

WORK SESSION DISCUSSION

DISCUSSION:

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

1. Trash Collection Services – Enclosed is a memo to Council and three proposals that were received August 31, 2016.
2. Enclosed is a letter from The Mitchell County Historical Society regarding the Little Red School House.

Respectfully submitted,

Jay Newton,
City Administrator

Memorandum

To: Mayor and City Council
From: Jay Newton,
Interim City Administrator
Date: September 6, 2016
Re: Bids for residential refuse collection in Beloit

The City of Beloit and Mitchell County entered into an Agreement for Solid Waste Collection within City Limits of Beloit, Kansas effective from 1 January 2012. That agreement provided that the County would provide collection and disposal of solid waste and the City would compensate the County for the service. Under this arrangement the City of Beloit billed each residential customer within the City and paid all money received (less an administrative fee) to Mitchell County, who, in turn, paid the refuse collection contractor for services.

The agreement with Mitchell stipulated that the agreement “shall continue unless dissolved by mutual agreement between the parties or until such time as either party shall furnish written notice of their intent to terminate this agreement.” Mitchell County gave written notice to the City of Beloit on May 24, 2016 of their intent to terminate the agreement effective January 1, 2017. Having received notice, the Beloit City Council at their meeting of July 19, 2016 directed the city staff to seek written proposals for residential refuse collection within the City of Beloit.

A “Request for Proposal” was prepared, reviewed by the City Council, and published in the official city newspaper on August 10, 17, 24 and 29, 2016. That publication required that sealed proposals be received by 5:00pm, August 31, 2016. As of that time and date three (3) proposals were received. The proposals received are as follows:

<u>Company</u>	<u>Proposed Monthly Fee</u>	<u>Equipment</u>	<u>Service Level</u>
Dunstan Trucking	\$18.60 per Residence	standard trash truck-20 yrd.	weekly at curb
Hiserote Trash Service	\$12.68 per Residence	standard trash truck-20 yrd.	weekly at curb
Slate’s Wasteco	\$5.45 per Residence	standard trash truck-20 yrd.	weekly at curb

Commentary on Proposals

Dunstan Proposal

This proposal is recommending an assignment of their agreement with Mitchell County to the City of Beloit. The monthly fee includes a residential household charge of \$6.20 plus a \$12.40 disposal fee. The City would pay Dunstan Trucking, LLC \$18.60 per month for each residential unit. Assuming an assigned contract between Dunstan and Mitchell County (which includes Glen Elder, Cawker City, Tipton and Hunter) for four (4) years does place limits on the city to determine the level of service desired. It is recommended, if Dunstan is selected to provide refuse collection for Beloit, that a new agreement be considered.

Hiserote Proposal

The residential refuse charge in this proposal is \$5.78 plus a disposal fee of \$6.90. The City would pay Hiserote \$12.68 per month for each residential unit. This proposal does not specify a term of contract. It is suggested that any agreement with any company be five years with conditions being described in the agreement.

Slate's Wasteco LLC

This company submitted a proposed single page contract offering an exclusive agreement to collect all public, commercial and private customers within the corporate limits of the City. The term is five (5) years commencing January 1, 2017. The proposed residential fee is \$5.45 a month. While asking for an exclusive agreement for public and commercial customers, there is no cost proposal for those services, nor were they requested. There is no disposal fee included in this proposal so it is not possible to compare it to the other two proposals without additional information.

While the request for proposals is only for residential collection, the City Council may wish to consider an ordinance specifying the city's authority to contract and bill for all refuse collection service within the city. That would include all residential, commercial and recycling service. This would allow the city to manage the quality and level of services, including spring and fall clean-up.

Dunstan Trucking LLC Proposal

As we are certain that you are aware Dunstan Trucking, LLC has recently entered into a written contract codifying the oral agreement between the County and Dunstan Trucking, LLC in regard to trash services that was entered into on January 1, 2016. A copy of this contract is attached to this proposal as Exhibit A and incorporated herein by reference.

Our proposal is based upon the existing term and conditions of the above reference contract. Furthermore, as stated in Paragraph "2. SERVICE." "County may terminate or assign the contract if unusual events occur and both parties hereto consent to the termination or assignment." The county wishes to terminate/assign this contract to remove themselves from the pickup/billing portion of the local trash pickup service. **The county will be increasing their landfill fee and will charge \$70.00 per ton to receive trash at the Mitchell County Solid Waste Transfer Station.**

We propose this contract be assigned to your city allowing your city to adopt this contract without any changes to the service. **The pickup fee of \$6.20 will remain.** The insurance coverage, indemnity, trash pickup days and all other details covered in the contract will remain the unchanged. We've been informed your city was paying \$14.20 per household (\$8.00/household landfill fee + \$6.20/household pickup fee) to Mitchell County who was then paying Dunstan Trucking LLC the pickup fee of \$6.20.

With the proposed assignment of the contract and the above mentioned **increase of the county landfill fee** as of January 1, 2017 the new price will be **\$12.40/household landfill fee + \$6.20/household pickup fee** billed directly each month from Dunstan Trucking LLC. Dunstan will then pay the landfill fee rate of \$70/ton to the county. This ensures that the landfill fee of trash picked up outside of your city will not be paid by you. If your trash collector only charges your city per ton landfill fee rather than per household it is likely that your citizens will pay landfill fees for trash picked up outside of your city or commercial dumpster landfill fees. This will happen because for the trash collection company to operate efficiently it will dump commercial dumpsters near or within your cities residential route and the weight of this trash will be charged to your city because there is no way to determine the weight of individual commercial dumpsters. Another way this could occur if the trash truck is already carrying trash from the neighboring town or rural areas between your city and the landfill.

Another disadvantage to paying per ton is the weight fluctuates drastically throughout the year depending on rainfall causing wet heavy trash and holiday seasons producing excess trash tonnage.

By using Dunstan as your collection service provider your cost is based on per household fee so you can be assured that your citizens will not be paying for trash that isn't theirs and the rate won't fluctuate with rainfall or seasonal trash excess. With a per household landfill fee Dunstan will assume the risk of these fluctuations and will be able to keep the low \$6.20 pickup rate because of the ability to pick up commercial and farm dumpsters on the same load as your

cities residential pickup. Dunstan pays the rate per ton at the landfill and assumes the responsibility of monitoring the tonnage.

One of the reasons the county is wanting to “get out of the trash business” is because it has become an increasingly difficult task to monitor where the trash is coming from and who is responsible for the landfill fees. If a customer/citizen has an excessive amount of trash or a piece of furniture or mattress which was previously not allowed to be picked up on the normal trash route, it can now be picked up and Dunstan will bill the customer/citizen privately if they choose to have such excess trash items picked up.

Dunstan Trucking LLC also provides a recycling service which may provide more options in the future to allow customers/citizens to possibly “opt out” of some landfill fees by recycling. Dunstan has equipment and ability to load the recyclables onto a semi and transfer them to the recycling facility in Topeka. Dunstan also currently picks up out of county trash and transfers it to Rolling Meadows Landfill in Topeka. Dunstan operates 3 rear loading refuse trucks ensuring a spare truck so that regardless of an equipment failure the trash will still be picked up.

Dunstan will continue to take your cities trash to the Mitchell County transfer station where it is then shipped to Rolling Meadows. Should something ever go wrong and Mitchell County is no longer able to service this need; by Dunstan having the capabilities of handling and transferring this trash and recyclables it ensures that your cities trash will always be delivered to a landfill which indemnifies, removing all liability from the citizens of your community.

Proposed Rates Including county landfill fee increase:

\$6.20 (Dunstan unchanged per household, per month pickup rate)

+

\$12.40 (Increased per household, per month, County Landfill Fee billed by Dunstan after Jan 1, 2017)

CONTRACT

This Contract is made and entered into this 1st day of January, 2016, by and between Mitchell County Board of County Commissioners, hereinafter referred to as County, and Dunstan Trucking, LLC, hereinafter referred to as Dunstan.

1. RECITALS. Whereas, the Parties desire to enter into a residential trash collection agreement described herein and more specifically described in Exhibit "A" General Provisions and Specifications attached hereto and specifically incorporated herein by reference, all upon the terms and provisions hereinafter provided, they agree as follows.

2. SERVICE. Dunstan agrees to provide to County, residential trash collection from January 1, 2016 to December 31, 2020. Service includes trash collection for the cities of Beloit, Glen Elder, Cawker City, Tipton and Hunter as described in attached Exhibit "A". County may terminate or assign the contract if unusual events occur and both parties hereto consent to the termination or assignment.

3. PRICE. In consideration therefore the County shall pay Dunstan as described in the attached Exhibit "A" and as follows: \$6.20 per city residential trash pickup for 2016. Beginning in 2017, a landfill fee will be added in an amount determined by County. This landfill fee shall be passed on to the Cities and/or the residents of the Cities.

4. INSURANCE. During the term of this Contract Dunstan shall carry casualty insurance on the equipment and personnel used to carry out this contract as described in the attached Exhibit "A".

5. HOLD HARMLESS. During the term of this Contract, Dunstan shall indemnify and hold harmless County because of and against all liabilities, penalties, damages, judgments and expenses arising from injury to person or persons or damage of any nature to persons or property occasioned wholly or in part by any act or acts of commissions or omissions of Dunstan or its agents or representatives.

6. ASSIGNABILITY. This Agreement is assignable upon the written agreement of the parties.

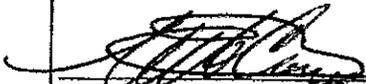
7. DEFAULT. It is further by the parties agreed that should either party fail, neglect or refuse to perform any obligation under this Contract, the offended party may either (1) rescind this Contract, or (2) bring an action for the specific performance of this Contract.

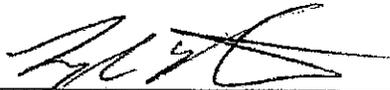
8. ENTIRE AGREEMENT. This writing and the attached Exhibit "A" shall constitute the entire agreement between the parties, and there are no representations, warranties, conditions or agreements other than those expressly set

forth herein. No other agreement, statement, promise, warranty, or representation that is not in writing and signed by all parties to this contract shall be binding.

9. BINDING ON HEIRS AND ASSIGNS. It is further understood and agreed that the provisions of this Contract shall extend to and be binding not only upon the parties hereto but as well upon their heirs, devisees, personal representatives, and assigns.

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


Mike Cooper, President
Mitchell County Board of County
Commissioners.


Tyler Dunstan, Member
Dunstan Trucking, LLC

STATE OF KANSAS

MITCHELL COUNTY

This instrument was acknowledged before me on August 22, 2016, by Mike Cooper, Chairman President of Mitchell County Board of County Commissioners.

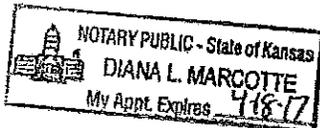

Notary Public 

My Appointment Expires:

STATE OF KANSAS

MITCHELL COUNTY

This instrument was acknowledged before me on August 19, 2016, by Tyler Dunstan, Member of Dunstan Trucking, LLC.




Notary Public

My Appointment Expires: 4-18-17

GENERAL PROVISIONS AND SPECIFICATIONS

- I. Scope of Work - Dunstan is to provide the service of collection of residential solid waste from residential units located within the incorporated Cities of Beloit, Glen Elder, Hunter, Tipton and Cawker City, all in Kansas, and the transportation of such wastes to the authorized Mitchell county facility. The work of providing this service shall include furnishing all labor, equipment, tools, materials, insurance, supervision and all other items incidental thereto and to perform all work necessary to complete the work as specified and in the prescribed manner and time, for the collection of residential solid waste.
- II. Term of Contract - The term of this Contract shall be Five (5) years, commencing on January 1, 2016 and ending December 31, 2020.
- III. Definitions and Terms - Whenever the following definitions and terms or pronouns in place of them, are used in these Specifications, or other Contract Documents, the intent and meaning shall be interpreted as specified in this section:
 - 1) ADDENDUM - An addendum is a formal written notice of additions, deletions, modifications, or explanations of other Contract Documents from County to Dunstan in advance of the bid date.
 - 2) PRICE - For the purpose of the Contract, the amount of the price shall be the amount per dwelling unit.
 - 3) AMOUNT OF THE CONTRACT - The estimated amount of the Contract shall be the number of months covered in the Contract, times the price times the estimated number of dwelling units. The final amount of the Contract shall be the total of the monthly amounts paid to Dunstan.
 - 4) CITIES - The term "Cities" whenever used in the Contract Documents shall mean the incorporated cities of Beloit, Glen Elder, Hunter, Tipton and Cawker City.
 - 5) RESIDENTIAL SOLID WASTE - Residential Solid Waste as defined for collection under this Contract shall include garbage, waste paper, food and liquid containers, limited amounts of yard and garden wastes, and other non-compostable wastes normally produced or used at a personal residence. Only approved waste meeting this and other provisions of these Specifications shall be collected.
 - 6) COLLECTION SPECIFICATIONS - The Collection Specifications are the detailed requirements of solid waste collection.
 - 7) CONTRACT OR CONTRACT DOCUMENT - The Contract shall include all Contract Documents and all supporting documents performed therein.

- 8) DWELLING UNIT - Any room or group of rooms located within a structure and forming a single habitable unit with facilities which are used or are intended to be used, for living, sleeping, cooking, or eating. All units in the cities listed that receive a direct utility billing from a city will be provided service and included in this Contract.
- 9) COUNTY - The County when used shall refer to Mitchell County, Kansas and the Board of County Commissioners.
- 10) EXTRA WORK - Extra work is work over and above that called for in the Contract.
- 11) GENERAL PROVISIONS - The General Provisions are Contract requirements peculiar to this project.
- 12) NOTICE TO PROCEED - The Notice to Proceed is a written notice to the Contractor from Mitchell County, giving authority to the Contractor to begin refuse collection on the date specified.
- 13) PERFORMANCE GUARANTEE - Performance Guarantee is the Contractors assurance that the work anticipated under the Contract will be faithfully and fully carried out.
- 14) CONTRACTOR - an individual, firm, partnership, corporation, or association who has entered into a Contract with the County for the performance of the work described herein.
- 15) SUB-CONTRACTOR - Sub-contractor is any individual, firm, partnership, corporation or association, to whom the Contractor, with written consent of the County, sublets a part of the work.
- 16) SURETY - Surety shall mean a corporation, partnership, or individual, duly licensed and authorized to do business in Kansas, who is bound with and for the Contractor to assume legal liability for the faithful payment of all obligations related to the work of this Contract.
- 17) "WORK" OR "THE WORK" - Work or the work shall mean the furnishing of all labor, materials, equipment and other incidentals necessary for the successful completion of the Contract.
- 18) NOTICE - A letter sent by registered mail via the United States Postal System shall constitute sufficient notice whenever required.

IV. Bond, Performance Guarantee, and Insurance - A Statutory Bond, a Performance Guarantee, and Insurance as hereafter specified will be required of Dunstan, and proof of acquisition shall be provided to the County within fifteen (15) days after execution of this Contract.

V. Performance Guarantee - Dunstan shall submit with the executed Contract a signed Performance Guarantee. The terms of the Guarantee are such that if the Contractor faithfully and fully completes the work of this Contract, no damages will be assessed. However, should the Contractor fail to perform the Work, he shall pay to the County a sum of \$5,000 as liquidated damages. Should any amount be owed the Contractor by the County, the County may withhold a maximum of \$5,000.

VI. Statutory Bond - The Contractor shall furnish a Statutory Payment Bond in the amount of twenty thousand dollars (\$20,000) and shall file the Bond with the Clerk of the District Court in Mitchell County. Said Bond shall be with a Surety Company authorized to do business in the State of Kansas.

VII. Insurance - The Contractor shall secure and maintain, throughout the duration of this Contract, insurance of such types and not less than amounts as hereinafter listed. Contractor shall submit evidence of insurance with executed Contract Documents. Insurance coverage will be considered acceptable when provided in one of the following methods:

- (A) By issuance of the original policy designating the Contractor and Mitchell County, by name, as the insured parties under the provisions of the policy.
- (B) By endorsement to an original policy when endorsement shall extend to the County, by name, the same coverage and protection stipulated in the paragraph above.
- (C) By separate contingent policy providing the required insurance coverage for the protection of the County, by name.

A duplicate original of each policy shall be furnished showing specifically the coverage and limits, together with the underwriter thereof, for approval by the County. Regardless of such approval by the County, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times, and his failure to do so shall not relieve him of any contractual obligation or responsibility. Failure on the part of the Contractor to maintain these insurance in full effect will be considered a Breach of Contract. Satisfactory Certificates of Insurance filed with the County shall note that fifteen (15) calendar days written notice will be given to the County and to the surety before any policy covered thereby is changed or canceled.

VIII. Workmen's Compensation and Employer's Liability - The Contractor shall carry Workman's Compensation Insurance as required by the State of Kansas.

IX. Automobile Liability - The Contractor shall carry Automotive Liability insurance with Single Combined Limits of \$500,000.

X. General Liability - The Contractor shall carry General Liability insurance, including Completed Operations Coverage in with single combined Limits of \$500,000.

- XI. Contractor to Indemnify Cities - By execution of the Contract, the Contractor expressly binds himself to indemnify and save harmless the cities and the County and all their representatives, agents and employees from all suits or actions of every kind and description when such suits or actions arise from acts, omissions or the negligence of the Contractor, his servants or his agents including Subcontractors in the performance of the work.
- XII. Public Convenience and Safety - The Contractor shall observe all city ordinances relating to obstructing streets, keeping passageways open and protecting same. The Contractor is granted the privilege of using the streets and alleys for the purpose of doing work specified in the Contract, but he is not granted exclusive use of such streets and alleys. The Contractor shall handle the work in a manner that will cause the least inconvenience and annoyance to the general public and to the property owners.
- XIII. Taxes - The Contractor shall pay all federal, state and local taxes, which may be chargeable against the performance of the work. No part of this Contract is Sales Tax exempt.
- XIV. Kansas Nondiscrimination Law - The Contractor and all Subcontractors performing Work under this Contract shall comply with the Kansas Nondiscrimination Law. The Contractor/Subcontractor shall not discriminate against any person because of race, religion, color, ancestry, national origin or sex.
- XV. Office - The Contractor shall maintain a telephone on the Beloit exchange at least 6 hours per day, Monday through Friday, except holidays. Telephone number and address shall be public information. A telephone answering machine will satisfy this requirement. The Contractor shall also maintain a cellular telephone on the collection vehicle. This unit shall be active at all times that personnel are collecting trash.
- XVI. Breach of Contract - If the Contractor fails to begin work at the time specified, persistently disregards laws, ordinance or instructions from the County, or repeatedly fails to provide sufficient workmen, equipment and materials to insure the proper completion of the work, or performs the work unsatisfactorily, or fails to collect according to collection schedule or discontinues work without authorization by the County, or allows final judgment rising out of performance of the Contract to stand against him unsatisfied for a period of greater than three (3) days, the County will consider such action as Breach of Contract and give notice, in writing by "registered mail", to the Contractor and if within one (1) day after such notice is received, the Contractor does not resume satisfactory performance of the work under the orders of the County, then the County, because of the Breach of Contract, shall have full power and authority, without violating the Contract, to enter into agreements with others for the completion of said Contract according to the terms and provisions thereof, or to use such other methods as in their opinion may be required for the completion of said Contract in an acceptable manner. The Contractor will be assessed Liquidated Damages and forfeit the Performance Guarantee as noted in these Specifications upon the Breach of Contract.
- XVII. Frequency of Collection - Collection shall be once weekly.

XVIII. Time of Collection - Residential solid waste shall normally be collected between the hours of 7:30 A.M. and 7:00 P.M. Subject to prior approval by the County, the starting time may be changed in hot weather.

XIX. Schedule - The following collection schedule shall be used in this Contract:

Monday: This day will be used when a Holiday falls on Tues-Fri.
Tuesday: Cawker City and Glen Elder
Wednesday: Beloit – South of 8th & West of Campbell, North of 8th
Thursday: Beloit – South of 8th & East of Campbell
Friday: Tipton and Hunter

The County reserves the right to make minor variations to the schedule.

XX. Holidays - The following days will be observed as holidays: New Years, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas. No collection may be made on these days without prior approval of the County. When a holiday falls on a weekend, the schedule will be adjusted, or not adjusted, as mutually agreed to by the Contractor and the County. Adjustments in the schedule for holidays falling on weekdays will be determined by the Contractor and the County two weeks in advance of the holiday. Depending on the day the holiday is on, the pickup day will be either a day late or a day early.

XXI. Standard of Performance - The Contractor shall make every reasonable effort to provide the service required on the schedule above noted. Should the collection become more than one (1) day delinquent on any part of the schedule, the following penalty shall apply: For each day in the excess of the first delinquent day, an amount of \$0.50 per day per residential unit who collection is delinquent will be deducted from the compensation due the Contractor. Likewise, should collection from an aggregate of 1600 or more residential units be delinquent in any one month period, an amount of \$0.50 per delinquent unit per day delinquent will be deducted from the compensation due. Should a Breach of Contract occur and the Performance Guarantee forfeited, the penalty will be assessed over and above the forfeiture. Delinquent service shall be defined as service not provided on the scheduled day. The day following the scheduled day shall be the first delinquent day. This penalty is not intended to apply to an occasional isolated individual missed collection.

XXII. Containers - The Contractor shall remove refuse from containers with handles and pick up plastic bags whose maximum capacity is 35 gallons. The maximum weight of any container/bag is 60 pounds. It shall not be Contractors responsibility to clean up refuse spilled from a broken bag or tipped-over container. Refuse not placed in containers as herein noted may be left at the residence. Cardboard box containers shall be collected if they contain dry material, are securely closed and are of sufficient strength to hold the waste.

XXIII. Miscellaneous Waste - Wastes to be collected are as defined as Residential Solid Waste. Rock, dirt, sod, concrete or building materials are not considered normal household waste

and need not be removed. In no case is the Contractor authorized to collect or haul hazardous wastes as defined by the State of Kansas.

- XXIV. Locations of Containers - Containers are to be placed at the curbs edge if possible for street collection. The Contractor shall collect authorized wastes so placed. Certain areas of Beloit are designated for alley collection as noted by a map in this Contract. In such instances, all approved containers or other approved waste shall be collected if placed in a location readily accessible to the Contractor. All unresolved disagreements as to container location shall be reported to the County, and the decision of the County shall be binding.
- XXV. Complaints - Complaints will be resolved on the first day following the complaint on which the Contractor is in the city of the complaint. When action by the Contractor does not resolve the complaint, or when the Contractor does not believe that he is in error, the County through its agent shall have authority to present a binding decision. Failure of the Contractor to follow the direction of the County may constitute Breach of Contract.
- XXVI. Permits and Licenses - Any permits or licenses now required, or required in the future shall be obtained by the Contractor at his expense.
- XXVII. Laws and Regulations - It shall be the Contractors responsibility to be familiar with all federal, state and local laws and regulations that effect or govern the work of this Contract. Any violation thereof will be responsibility of the Contractor.
- XXVIII. Collection Equipment - The Contractor shall keep all equipment in a sanitary and good operating conditions at all times. Leakage of liquid wastes will not be acceptable. It will be expected of the Contractor to keep all collection trucks in clean appearance, free of leaking fluids and continuous visible exhaust.
- XXIX. Hauling - All solid waste hauled by the Contractor shall be transported in a leak proof container. Any spills shall be immediately cleaned up by the Contractor.
- XXX. Trash Trucks - At all times during the term of this Contract, the Contractor shall own at least two (2) serviceable Trash Trucks to perform the terms and conditions of this agreement.
- XXXI. Title to Waste - Title to all waste shall be vested in the Contractor during the time in his vehicle.
- XXXII. Compensation - The Contractor will be compensated on the 10th of each month following the service provided. The amount of compensation shall be the unit bid multiplied by the total number of residential units served. Unoccupied residences will not be counted. The decision of each city as to the number of units in its jurisdiction shall be binding.
- XXXIII. Adjustments in Compensation - The compensation payable the Contractor for the second and subsequent years of this Contract shall be adjusted upward or downward on the Contract anniversary to reflect the changes in the cost of doing business. At the beginning

of the second and subsequent years, the rate of compensation will be adjusted a percentage equal to the Consumer Price Index figure for CPI-U, "All Items - Unadjusted 12 months." A request for such adjustment shall be made by the Contractor to the County at least sixty (60) days prior to the effective date of the change. The latest available issue of the CPI shall be used.

- XXXIV. Unusual Changes or Costs - The Contractor may petition the County for a rate adjustment on the basis of unusual changes in the cost of doing business. However, the decision of the County to grant or deny shall be binding.
- XXXV. Assignment or Subject - The Contractor shall not assign, sell, or sublet any part of this Contract or any work required without the expressed written consent of Mitchell County.
- XXXVI. Modification - This Contract shall constitute the entire agreement and understanding between the parties thereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties thereto.
- XXXVII. Right to Require Performance - The failure of the County at any time to require performance by the Contractor of any provisions thereof shall in no way affect the right of the County thereafter to enforce the same. Nor shall waiver by the County of any breach of any provisions thereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- XXXVIII. Illegal Provision - If any provisions of the Contract shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.
- XXXIX. Transportation Terminal - All solid waste shall be hauled to the Mitchell County Solid Waste facility located in the Northeast Quarter (NE 1/4) of Section Thirty-six (36), Township Six (6) South, Range Eight (8) West of the 6th PM, in Mitchell County, Kansas. Mitchell County reserves the right to select another site of close proximity. With exceptions due to weather related delays, it will be expected that trash will arrive at the transfer facility prior to 4:00 PM.
- XL. Contract Extension - This Contract may be extended by mutual agreement of the Contractor and the County for any period of time agreed upon. During such extension, all of the provisions of all of the Contract Documents shall apply unless mutually modified. If modified, said modifications shall be in writing and agreed to by the signatures of both parties. Either party desiring such an extension shall do so in writing by legal notice at least 90 days prior to the expiration of the original Contract.

PERFORMANCE GUARANTEE
Solid Waste Collection Contract
Mitchell County, Kansas

Whereas, Dunstan Trucking, LLC, hereafter called the Contractor, has been awarded the Contract with Mitchell County, Kansas, hereafter called the County, for the collection of residential solid waste for a period of Five (5) years, being effective from January 1, 2016 through December 31, 2020; and,

Whereas, timely completion of the Work specified under the Contract is critical for the health and welfare of the residents of Mitchell County.

Now therefore, the condition of this obligation is such that if the Contractor shall faithfully perform the Work of this Contract in accordance with the terms of the Contract Documents, then no assessment of Damages will be made. However, should the Contractor fail to perform the Work as specified in the Contract Documents and a Breach of Contract occur, the Contractor shall pay to Mitchell County the sum of \$5,000.00 as Liquidated Damages. Should any payment be due the Contractor for services rendered at the time of the Breach, an amount of up to \$5,000.00 may be withheld by the County from such payment.

In signing below, and as evidenced by submitting this Guarantee with the executed Contract, the Contractor agrees with the terms herein written.

Contractor:

Dunstan Trucking, LLC

By 
Tyler Dunstan, Member

Date: 8/22/16

KANSAS STATUTORY BOND

BE IT KNOWN BY ALL THESE PRESENT: that we, **Dunstan Trucking, LLC** as Contractor/Principal, and **Eric Dunstan** of Beloit, Mitchell County, Kansas, as Surety, are held and firmly bound unto the STATE OF KANSAS, in the full and just sum of Twenty Thousand Dollars (\$20,000.00) for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firm by these presents.

Dated this 22nd day of August A.D., 2016

THE CONDITIONS OF THE ABOVE OBLIGATIONS IS SUCH, THAT WHEREAS, on the 22nd day of August, 2016, the said Dunstan Trucking, LLC entered into a Contract with Mitchell County, Kansas providing for **Residential Solid Waste Collection;**

NOW, THEREFORE, if the said Dunstan Trucking, LLC or any subcontractor of said Company shall well and truly pay all indebtedness incurred in supplies, materials, equipment or labor furnished, used or consumed in connection with or in provisions of Section 60-111 (for public works) or Section 60-1110 (for private works) of the General Statutes of Kansas, then this obligation to be null and void, otherwise to be and remain in full force and effect for the term of the Contract.

Contractor:
Dunstan Trucking, LLC

By: 
Tyler Dunstan, Member


Eric Dunstan, Surety

HISEROTE TRASH SERVICE

BID FOR RESIDENTIAL REFUSE COLLECTION SERVICE FOR THE CITY OF BELOIT, KANSAS

Two rear load (20 yd. capacity) trash trucks will be used for this service (one serving as a primary truck, the other as a backup unit) which will be kept clean and highly maintained. If any leaks of oil, fuel, or waste liquid are detected, this problem will be dealt with and fixed immediately!

Trash is to be bagged, boxed or placed in trash receptacles.

The number, type and size of trash cans will be at the preference of the resident but we do ask that the trash cans have some type of handles on them.

FEES:

A refuse collection fee of **\$5.78** per residential unit per month.

A waste disposal fee (landfill fee) of **\$6.90** per residential unit per month.

A total monthly fee of **\$12.68** per residential unit per month.

EXTRA SERVICES INCLUDED IN MONTHLY FEES:

If a resident is unable to place trash to curb or alley because of a mobile disability or some other valid reason, upon request, the hauler will assist and retrieve trash from garage, side of house, porch or some other specified location.

Extra pickups will be provided, upon request, at no extra cost as long as this does not become a recurring habit for any one unit.

(For example: A resident is late or forgets to put out trash or a unit produces more trash than normal in a given week.)

**EXTRA SERVICES NOT INCLUDED IN MONTHLY FEES
AT AN ADDITIONAL COST TO RESIDENT:**

(These services will include a separate charge and payment that does not involve the governing body of the city of Beloit)

Prices and terms of these services are to be negotiated between the resident and the hauler and will be based on the amount of material to be removed.

Removal of wood, metal, furniture, appliances, limbs and yard waste.

Dumpsters will be provided for cleanups, demolition, or construction projects.

Dumpsters will be provided to those who prefer them over trash cans for regular weekly service. (An accommodating and easy to get to location will have to be provided for dumpster service.)

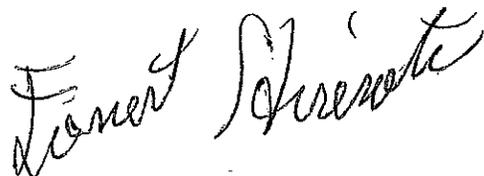
Recycling services are currently not being offered but are being negotiated between Hiserote Trash Service and a separate contractor.

Thank you for your time and consideration

Hiserote Trash Service

Jamie Hiserote, Owner

Forrest Hiserote, Owner



CONTRACT FOR GARBAGE COLLECTION AND DISPOSAL SERVICE

This agreement entered into this _____ day of _____ by and between the City of Beloit, Kansas, hereinafter referred to as Grantor, and SLATE'S WASTECO LLC, hereinafter referred to as Grantee.

SCOPE AND DESCRIPTION OF DUTIES

Grantee has the exclusive right during the term of this agreement to collect and haul for hire over the streets and alleys of Grantor, all garbage collected from public, commercial, and private customers located within the corporate limits of Grantor.

TERMS OF AGREEMENT

This contract is for a period of 5 years, Grantee shall begin on the 1st day of Janauary, 2017 and continue to the 31st day of December, 2021, and may be renewed upon the signed, written agreement of both parties.

SPECIFIC CONDITIONS

Grantee shall offer one (1) collection of garbage each week throughout the City limits.

Grantee shall not be required to haul garbage when:

- A. The person has failed to pay for services by Grantee billed to him at least ten (10) days prior,
- B. The garbage is in a container of more than (32) thirty two gallon capacity,
- C. The container is too heavy for one (1) person to lift,
- D. Garbage is not bagged or boxed,
- E. Garbage is not placed curbside, unless other arrangements have been made..

The fees shall be as follows:

Individual homes and dwellings @ \$5.45 a month. Businesses and institutions are negotiable.
Said fee shall be paid to Grantee no later that the 10th day of each month.

Equipment: 1988 F800 Ford truck with Hile 20 yard compactor
2006 International with 20 yard Hile compactor
270 Dumpsters, 1, 2, 3 yard
18 Years of service
Bond & Liability Insurance through Citizens State Agency

In witness whereof the parties have signed said contract agreement on the day and year above mentioned.

Grantor- City of Beloit

Grantee-Randie Slate (Slate's Wasteco LLC)



PO Box 472
Beloit, KS 67420

785.738.5355

mchistorical@yahoo.com

06/23/2016

Dear Mayor and Beloit Council:

At our monthly board meeting of the Mitchell County Historical Society in June, we discussed the current state of the Little Red School with City Administrator, Jay Newton, and City Parks Director, Lynn Miller. We are concerned about our artifacts which have been on display in the school house for almost 40 years now.

The Board of the Mitchell County Historical would like to start a discussion with the city council about the Little Red School House and its future.

Thank you for your time.

Kyle Peterson
MCHS Museum Director

Maddi Sutter
MCHS Secretary



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Kyle Peterson
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