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

CITY COUNCIL AGENDA

Tuesday, December 2, 2014
7:00 p.m.

1. CALL TO ORDER
   - A. Roll Call
   - B. Invocation
   - C. Pledge of Allegiance
2. MAYOR AND COUNCIL REPORTS
3. STAFF REPORTS
   - A. City Attorney Report
   - B. City Administrator Report
4. PUBLIC COMMENT
5. PUBLIC HEARING
   - A. Richard Padgett-Tree Removal
   - B. Public Hearing on North Campus Improvements
6. CONSENT AGENDA
   - A. 11/18/2014 City Council Meeting Minutes
   - B. Appropriations 12A
7. ORDINANCES
   - A. Ordinance 2159 Electric Rates
8. RESOLUTIONS
   - A. Resolution 2014-20 Advisability on North Campus Improvements
9. FORMAL ACTIONS
   - A. Repair Turbo Charger #6
   - B. Wire Bid
10. CLOSED SESSION
    - A. None
11. ADJOURNMENT

WORK SESSION AGENDA

1. CORRESPONDENCE AND STAFF REPORTS
   - A. City Attorney Report
   - B. City Administrator Report
2. DISCUSSION ITEMS
   - A. None
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 <u>not</u> appearing on the Agenda. Kansas Statutes prohibit the Council from taking action on any item <u>not</u> appearing on the Agenda, except where an emergency is determined to exist.

BELOIT CITY COUNCIL MEETING MINUTES
November 18, 2014

The Beloit City Council met in regular session on November 18, 2014 in the Council Chambers. Council President Rick Brown called the meeting to order at 7:00 p.m. Bob Richard, Kent Miller, Rick Brown, Tony Gengler, Matt Otte, and Lloyd Littrell. Also present were City Administrator Glenn Rodden, City Attorney Katie Cheney, and City Clerk Amanda Lomax. Absent from the meeting was Mayor Tom Naasz, Councilors Charlene Abell, and Bob Petterson.

Department heads in attendance were Heather Hartman, Chris Jones, and Mike Clark.

Councilor Kent Miller gave the invocation and the Pledge of Allegiance was recited.

Councilor Miller said he was impressed with the Veterans Day parade. Councilor Richard thanked the VFW for their impressive work.

City Administrator Glenn Rodden reported on the following: 1. Safe Routes to School was selected for the SRTS grant. 2. Hanna-Keelan will be here November 25th to present the first draft of the comprehensive plan to the Planning Commission. 3. City Christmas party is scheduled for December 20th. 4. Expansion projects: Had the final inspection for Sonic today, Casey East is now leveled. 5. Heather Hartman said there will be a meeting scheduled November 24th at 7:00 at the Municipal Building to discuss application process for the housing/demolition CDBG grant.

The Consent Agenda consisted of November 4, 2014 Council Meeting Minutes, and appropriations 11A. A motion was made by Councilor Richard and seconded by Councilor Miller to approve the Consent Agenda in its entirety. Roll call vote yeas: Brown, Gengler, Miller, Otte, Littrell, and Richard. Nays: None.

Resolution 2014-19 to set a Public Hearing for Street Improvements at the North Campus was presented to Council for approval. The public hearing will be held next Council meeting December 2nd. A motion was made by Councilor Richard and seconded by Councilor Otte to approve Resolution 2014-19 to set a Public Hearing for Street Improvements at the North Campus Motion carried 7-0. Roll call vote yeas: Richard, Gengler, Littrell, Brown, Otte, and Miller. Nays: None.

Staff is recommending that Council approve a Mower Bid from Carrico Implement Company in the amount of $12,990.00. The mower will be for the Parks and Recreation Department. A motion was made by Councilor Otte and seconded by Councilor Littrell to approve the Mower Bid from Carrico Implement Company in the amount of $12,990.00. Roll call vote yeas: Littrell, Richard, Gengler, Otte, Brown, and Miller. Nays: None.

Staff is recommending that Council approve a Coil Replacement/Hail Guard bid from Willow Springs Services, Inc in the amount of $16,280.00. The bids are to replace 5 coils and put hail guards on the Library HVAC; funding will come from insurance proceeds. A motion was made by Councilor Richard and seconded by Councilor Miller to approve the Coil Replacement/Hail Guard bid from Willow Springs Services, Inc in the amount of $16,280.00. Roll call vote yeas: Littrell, Richard, Gengler, Otte, Brown, and Miller. Nays: None.

Staff is recommending that Council approve a HVAC Bid from Watts and Son Plumbing in the amount of $6,935.00. The bids are to replace the HVAC unit on the Municipal Building that was damaged by the hail storm. A motion was made by Councilor Gengler and seconded by Councilor Otte to approve the HVAC Bid from Watts and Son Plumbing in the amount amount of $6,935.00. Roll call vote yeas: Richard, Gengler, Littrell, Brown, Otte, and Miller. Nays: None.

Staff is recommending that Council approve the Masonry Bid from Central Contracting in the amount of $43,650.00. The masonry bid is for exterior stone work for the downtown rehabilitation block grant. A motion was made by Councilor Miller and seconded by Councilor Richard to approve the Masonry Bid from Central Contracting in the amount of $43,650.00. Roll call vote yeas: Brown, Gengler, Miller, Otte, Littrell, and Richard. Nays: None.

Staff is recommending that Council approve an Engineering Contract from Schwab-Eaton in the amount of $230,500.00. The engineering contract is for the planning and construction of East Main Street. A motion was made by Councilor Miller and seconded by Councilor Richard to approve the Engineering Contract from Schwab-Eaton in the amount of $230,500.00. Roll call vote yeas: Brown, Gengler, Miller, Otte, Littrell, and Richard. Nays: None.

Staff is recommending that Council approve a Financial Services Agreement with Piper Jaffray and Company. The financial services agreement with Piper Jaffray and Company is for providing financial services for issuing general obligation bonds and temporary notes. A motion was made by Councilor Otte and seconded by Councilor Richard to approve the Financial Services Agreement with Piper Jaffray and Company. Roll call vote yeas: Littrell, Richard, Gengler, Otte, Brown, and Miller. Nays: None.

A motion was made by Councilor Gengler and seconded by Councilor Miller to Adjourn the Council Meeting. Motion passed 6-0. The meeting ended at 7:40 p.m.

Work Session was not scheduled.

RICK BROWN, Council President

ATTEST:

AMANDA LOMAX, City Clerk

Vend# / Pay#	Vendor Name / Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status
	Account#	Work Order		Description			Debit	Credit
1721	**A-B BUILDERS**							
60215	12/4/2014	12/4/2014	259.85	863007	11/10/2014	18660	11/17/2014	Posted
	51-43-6150			ROCK & GRAVEL			259.85	0.00
6	**ABRAM READY-MIX, INC**							
60252	12/4/2014	12/4/2014	3,323.16	18373	11/7/2014	CLARK91	11/20/2014	Posted
	30-00-6150			34 CU. YDS. PAVEMENT			3,323.16	0.00
767	**AIRGAS MID SOUTH INC**							
60216	12/4/2014	12/4/2014	105.14	9922360542	11/1/2014	20177	11/10/2014	Posted
	53-41-6230			CYLINDER LEASE RENEWAL			105.14	0.00
60217	12/4/2014	12/4/2014	30.33	9922369341	10/31/2014	20168	11/18/2014	Posted
	53-41-6210			GAS RENTAL			30.33	0.00
21	**ALCO-DUCKWALL STORES INC**							
60218	12/4/2014	12/4/2014	9.37	22110335	11/6/2014	21578	11/7/2014	Posted
	10-12-6110			BATHROOM SUPPLIES			9.37	0.00
60219	12/4/2014	12/4/2014	48.13	22110333	11/5/2014	20071	11/7/2014	Posted
	10-11-6000			WATER & SUPPLIES			48.13	0.00
813	**AMERIPRIDE SERVICES INC.**							
60253	12/4/2014	12/4/2014	74.88	2300471028	11/14/2014	CLARK92	11/20/2014	Posted
	10-15-6000			SHOP TOWELS-RUGS			74.88	0.00
75	**BELOIT MOTOR COMPANY**							
60220	12/4/2014	12/4/2014	120.97	43701	11/5/2014	21583	11/7/2014	Posted
	10-13-4310			BATTERY			120.97	0.00
2735	**BEVERAGE CARBONATION SERVICE**							
60221	12/4/2014	12/4/2014	399.66	G16147	11/11/2014	18658	11/17/2014	Posted
	51-41-6170			CO2			399.66	0.00
118	**C & R BODY SHOP INC**							
60222	12/4/2014	12/4/2014	4,611.40	9079	11/10/2014	20090	11/17/2014	Posted
	10-13-7420			REPAIR 2014 DODGE CHARGER			4,611.40	0.00
145	**CCMFOA OF KANSAS**							
60223	12/4/2014	12/4/2014	50.00			21765	11/18/2014	Posted
	10-11-5410			2015 ANNUAL DUES STATEMENT			50.00	0.00
142	**CHAMBER OF COMMERCE**							
60276	12/4/2014	12/4/2014	60.00	1043	11/20/2014	21919	11/24/2014	Posted
	10-17-6800			CHAMBER CHECKS-INSTRUCTORS & C			60.00	0.00
2531	**MARY JANE CHAPMAN**							
60272	12/4/2014	12/4/2014	62.76			21920	11/24/2014	Posted
	10-17-6800			PRETZEL & MUSTARD MATERIALS			62.76	0.00
1200	**CHEMQUEST, INC.**							
60224	12/4/2014	12/4/2014	2,103.52	3881	11/5/2014	20176	11/10/2014	Posted
	53-41-4360			CHEMICAL FEEDER			2,103.52	0.00
60225	12/4/2014	12/4/2014	197.10	3891	11/10/2014	20165	11/18/2014	Posted
	53-41-6170			BROMINE FEEDER VALVE PACK			197.10	0.00
827	**CIVICPLUS**							
60283	12/4/2014	12/4/2014	95.35	152107	11/21/2014	20116	11/26/2014	Posted
	10-11-3360			TECHNICAL SERVICES			95.35	0.00
158	**COMPUTER SOLUTIONS INC**							
60226	12/4/2014	12/4/2014	277.85			20170	11/18/2014	Posted
	53-41-4360			174938-BACKUP BATTERIES			217.90	0.00
	53-41-4360			174939-NORTON ANTIVIRUS			59.95	0.00
							277.85	0.00
60254	12/4/2014	12/4/2014	195.00	175511	11/19/2014	CLARK93	11/20/2014	Posted
	25-00-7450			HP PRINTER			195.00	0.00
1913	**CROP PRODUCTION SERVICES**							
60255	12/4/2014	12/4/2014	26.81	25826212	11/5/2014	CLARK94	11/14/2014	Posted
	10-15-6170			TORDON 2 QTS.			26.81	0.00
193	**DOLLAR GENERAL STORE-MSC-410526**							
60275	12/4/2014	12/4/2014	31.50	1000359134	11/18/2014	21917	11/24/2014	Posted
	10-17-6800			ITEMS FOR PRU CLASS			31.50	0.00

Vend# / Pay#	Vendor Name / Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status
	Account#	Work Order		Description			Debit	Credit
2053	**EMG, INC (continued)**							
60227	12/4/2014	12/4/2014	5,344.40	3743	11/5/2014	20175	11/10/2014	Posted
	53-41-3000			ENERGY CONSULTING AGREEMENT			5,344.40	0.00
2784	**DAVE ENGEL**							
60251	12/4/2014	12/4/2014	10.00			21573	10/14/2014	Posted
	10-12-3000			REIMBURSEMENT FOR WITNESS APPE			10.00	0.00
427	**FOLEY EQUIPMENT INC**							
60228	12/4/2014	12/4/2014	364.92			21361	11/17/2014	Posted
	52-43-4310			PS220004507-CLAMP/BLOCK/CLIP			43.52	0.00
	52-43-4310			PS220004506-SEALS TO REBUILD CYLI			321.40	0.00
							364.92	0.00
243	**FRASIER AND JOHNSON LLC**							
60273	12/4/2014	12/4/2014	482.40			21646	11/24/2014	Posted
	10-12-3000			ATTY FEES-201400096			306.40	0.00
	10-12-3000			ATTY FEES-201400072			24.00	0.00
	10-12-3000			ATTY FEES-201400047			152.00	0.00
							482.40	0.00
2781	**GLASS SERVICES INC.**							
60286	12/4/2014	12/4/2014	32,296.89	112062	11/26/2014	20119	11/26/2014	Posted
	30-00-3000			PARTIAL BILLING-ALUMINUM WINDOWS			32,296.89	0.00
262	**GRAINGER CO**							
60229	12/4/2014	12/4/2014	502.20	9587647786	11/5/2014	18657	11/17/2014	Posted
	51-41-4360			PH/TEMP			502.20	0.00
2127	**GREAT PLAINS INSTITIUTE**							
60230	12/4/2014	12/4/2014	500.00	2361	11/7/2014	18659	11/17/2014	Posted
	51-43-2400			2 DAY SCHOOL			500.00	0.00
2573	**HEATHER HARTMAN**							
60261	12/4/2014	12/4/2014	193.14			08668	11/20/2014	Posted
	26-00-5310			VERIZON WIRELESS REPAYMENT SEP			193.14	0.00
60262	12/4/2014	12/4/2014	423.75			08667	11/20/2014	Posted
	26-00-5800			MILEAGE SEPT.-NOV. 750 X .565			423.75	0.00
924	**KANSAS ASSOCIATION CITY COUNTY MGMT**							
60264	12/4/2014	12/4/2014	70.00	15-160	11/21/2014	20105	11/21/2014	Posted
	10-11-5410			2015 KACM MEMBERSHIP DUES FOR G			70.00	0.00
1887	**KMEA GRDA OPERATING FUND**							
60232	12/4/2014	12/4/2014	145,440.58	GRDA-BE-14-12	11/7/2014	20157	11/10/2014	Posted
	53-41-6220			DECEMBER SERVICE			145,440.58	0.00
2140	**KMEA RESERVE FUND**							
60231	12/4/2014	12/4/2014	125.00	KMEA-BL-14-11	11/13/2014	20091	11/17/2014	Posted
	10-11-2400			ANNUAL CONFERENCE 2014			125.00	0.00
556	**KMEA WAPA OPERATING FUND**							
60233	12/4/2014	12/4/2014	16,880.73	WAPA-BL-14-11	11/6/2014	20125	11/10/2014	Posted
	53-41-6220			NOVEMBER SERVICE			16,880.73	0.00
389	**KOHLER'S GARAGE**							
60256	12/4/2014	12/4/2014	885.00	84249	10/31/2014	CLARK95	11/14/2014	Posted
	25-00-4310			HOIST CYLINDER SNOW PLOW TRUCK			885.00	0.00
395	**KRIZ-DAVIS CO**							
60234	12/4/2014	12/4/2014	7,246.05	S100903003.001	10/29/2014	19673	10/29/2014	Posted
	53-43-8300			3PH 15 KVA NORDIC CABINET			7,246.05	0.00
60235	12/4/2014	12/4/2014	379.02			19675	11/5/2014	Posted
	53-43-6000			S100960165.001-GUY WIRE			237.68	0.00
	53-43-6000			S100958498.002-PREFORMED DEADEN			115.31	0.00
	53-43-6000			S100950859.001-1/0 SOLID ELBOW			26.03	0.00
							379.02	0.00
805	**KRONE'S SERVICE CENTER, INC**							
60236	12/4/2014	12/4/2014	165.95	12274	11/10/2014	19669	11/10/2014	Posted
	53-43-4310			BATTERY-TRUCK 60			165.95	0.00
60257	12/4/2014	12/4/2014	129.82	12321	11/18/2014	CLARK96	11/20/2014	Posted
	25-00-6000			2 BOTTLES ACETYLENE			129.82	0.00

Vend# / Pay#	Vendor Name / Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status
	Account#	Work Order		Description			Debit	Credit
1037	**LATTIN AVIATION-TRAVIS LATTIN (continued)**							
60237	12/4/2014	12/4/2014	1,200.00			20092	11/17/2014	Posted
	10-22-3000			SERVICE CONTRACT-DECEMBER			1,200.00	0.00
188	**LAWSON PRODUCTS INC**							
60238	12/4/2014	12/4/2014	110.51	9302859160	11/5/2014	19666	11/5/2014	Posted
	53-43-6000			WSTRIPE PAINT/PARTS CLEANER			110.51	0.00
60239	12/4/2014	12/4/2014	41.07	9302871753	11/11/2014	19676	11/11/2014	Posted
	53-43-6000			14 X 2 & 3" ZINC			41.07	0.00
409	**LIGHT & WATER UTILITIES**							
60281	12/4/2014	12/4/2014	26,929.81			20115	11/25/2014	Posted
	10-11-6220			ADMIN			1,530.14	0.00
	10-11-6220			ADMIN SHARE			28.97	0.00
	10-13-6220			PD SHARE			28.97	0.00
	51-41-6220			WATER SHARE			28.97	0.00
	10-14-6220			FIRE DEPT			240.40	0.00
	10-15-6220			TRANSPORTATION			394.26	0.00
	10-18-6220			PARKS & REC			1,299.94	0.00
	10-20-6220			CEMETERY			144.55	0.00
	10-22-6220			AIRPORT			447.45	0.00
	51-41-6220			WATER PLANT			4,586.38	0.00
	52-41-6220			SEWER PLANT			10,582.28	0.00
	53-41-6220			POWER PLANT			737.24	0.00
	51-43-6220			WATER SYSTEMS			187.16	0.00
	52-43-6220			SEWER SYSTEMS			187.15	0.00
	53-43-6220			SYSTEMS OP SHARE			187.15	0.00
	51-43-6220			SYSTEMS OP SHARE			32.55	0.00
	52-43-6220			SYSTEMS OP SHARE			32.54	0.00
	53-43-6220			SYSTEMS OP SHARE			32.54	0.00
	10-13-6220			PD SHARE			32.54	0.00
	53-43-6220			ELECTRIC SYSTEMS			60.32	0.00
	10-19-6220			NORTH CAMPUS			6,034.62	0.00
	10-21-6220			POOL			93.70	0.00
							26,929.81	0.00
1980	**MANDY LOMAX**							
60274	12/4/2014	12/4/2014	174.07			21767	11/24/2014	Posted
	10-11-5800			MILEAGE REIMBURSEMENT 2 X 155.42			174.07	0.00
2799	**DIANA MARCOTTE**							
60280	12/4/2014	12/4/2014	25.00			21918	11/24/2014	Posted
	10-17-6800			QUILT INSTRUCTOR MATERIALS			25.00	0.00
424	**MCHENRY ELECTRIC & SUPPLY**							
60240	12/4/2014	12/4/2014	83.56	012562	11/7/2014	19671	11/7/2014	Posted
	53-43-6000			2 BARS			83.56	0.00
2787	**MIDWEST SERVICE BUREAU, INC**							
60284	12/4/2014	12/4/2014	377.78			19257	11/25/2014	Posted
	53-43-3000			5519-UTILITY SERVICE COLLECTIONS			229.78	0.00
	53-43-3000			5489-UTILITY SERVICE COLLECTIONS			148.00	0.00
							377.78	0.00
469	**MITCHELL COUNTY TREASURER**							
60268	12/4/2014	12/4/2014	12,944.76			20107	11/21/2014	Posted
	10-11-3000			S RIVER ST			0.60	0.00
	10-11-3000			BROADWAY LOT 7-8-9, BLK 11			677.98	0.00
	10-11-3000			HWY 24 (NOT MOTEL)			517.74	0.00
	10-22-3000			MEADOWLARK LANE			602.90	0.00
	10-22-3000			W 9TH (AIRPORT)			1,260.48	0.00
	52-41-3000			LAND N SEWER PLANT			2,096.38	0.00
	10-19-3000			VARIOUS LOTS NORTH CAMPUS			7,788.68	0.00
							12,944.76	0.00
494	**NEBRASKA MUNICIPAL POWER POOL**							
60241	12/4/2014	12/4/2014	5,690.00	27893		20099	11/19/2014	Posted
	10-11-3360			2015 CD & SUPPORT PLAN			5,690.00	0.00

Vend# / Pay#	Vendor Name / Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status
	Account#	Work Order		Description			Debit	Credit
2301	**NEX-TECH WIRELESS (continued)**							
60279	12/4/2014	12/4/2014	94.58	3712687		20111	11/25/2014	Posted
	25-00-7450			STREET DEPT.-PHONE BILL-DEC.			94.58	0.00
536	**POST MASTER**							
60282	12/4/2014	12/4/2014	857.90		11/26/2014	19256	11/26/2014	Ck# 70640 Printed
	10-11-5320			UTILITY BILLING POSTAGE			857.90	0.00
1263	**PRAIRE FIRE COFFEE ROASTERS**							
60258	12/4/2014	12/4/2014	43.40	688293	11/7/2014	CLARK97	11/14/2014	Posted
	10-15-6000			COFFEE			43.40	0.00
559	**RELIABLE OFFICE SUPPLIES**							
60242	12/4/2014	12/4/2014	213.31			20124	11/10/2014	Posted
	53-41-6000			FS816301-PAPER			11.99	0.00
	53-41-6000			FS816300-INK CARTRIDGES/CALENDAF			201.32	0.00
							213.31	0.00
60243	12/4/2014	12/4/2014	15.99	FS816303	11/3/2014	20164	11/18/2014	Posted
	53-41-4360			CALENDAR			15.99	0.00
603	**SEWELL'S MACHINE SHOP**							
60244	12/4/2014	12/4/2014	183.68	014225	11/14/2014	15330	11/18/2014	Posted
	52-41-4330			EXPANDED STEEL			183.68	0.00
60259	12/4/2014	12/4/2014	14.00	014223	11/13/2014	CLARK98	11/20/2014	Posted
	25-00-4330			STEEL PLATE			14.00	0.00
84	**ST JOHN'S SCHOOL - CROSSWALK GUARD**							
60247	12/4/2014	12/4/2014	70.00			20094	11/17/2014	Posted
	10-13-3000			CROSSWALK- 14 DAYS @ 5.00			70.00	0.00
643	**STANION WHSE ELECTRIC COMPANY**							
60245	12/4/2014	12/4/2014	20,430.75			19674	11/6/2014	Posted
	53-43-8300			3733075-01-BLACKBURN POST			264.07	0.00
	53-43-8300			3741847-00-4/0 SOLID COPPER			20,166.68	0.00
							20,430.75	0.00
60246	12/4/2014	12/4/2014	224.95	3746117-00	10/30/2014	19667	10/30/2014	Posted
	53-43-6000			MIX COLORS-CODING TAPE			224.95	0.00
2797	**STARBUCK TRUCKING LLC**							
60260	12/4/2014	12/4/2014	23,288.00	524	11/3/2014	CLARK99	11/14/2014	Posted
	25-00-3000			ROCK CRUSHING & MOVE IN FEE			11,644.00	0.00
	30-00-3000			ROCK CRUSHING & MOVE IN FEE			11,644.00	0.00
							23,288.00	0.00
2473	**TREVOR STUMMA**							
60248	12/4/2014	12/4/2014	150.00			21359	11/17/2014	Posted
	52-43-2911			BOOT ALLOWANCE			150.00	0.00
2798	**SUMMIT TRUCK GROUP**							
60269	12/4/2014	12/4/2014	190.75	410103628	11/12/2014	20109	11/24/2014	Posted
	10-14-4310			FILTERS			190.75	0.00
697	**USD 273**							
60249	12/4/2014	12/4/2014	312.00			20093	11/17/2014	Posted
	10-13-3000			CROSSWALK 16 DAYS @ 19.50			312.00	0.00
410	**UTILITIES**							
60271	12/4/2014	12/4/2014	703.46			20114	11/25/2014	Posted
	10-13-6220			CITY SHARE OF JAIL UTILITIES			703.46	0.00
2067	**VERIZON WIRELESS SERVICES, LLC**							
60277	12/4/2014	12/4/2014	44.74	9735602708		20113	11/25/2014	Posted
	53-41-5310			POWER PLANT STAND-BY-DEC.			44.74	0.00
60278	12/4/2014	12/4/2014	180.15	9735563554		20112	11/25/2014	Posted
	10-11-5310			ADMIN-DEC.			114.95	0.00
	10-20-5310			CEMETERY-DEC.			65.20	0.00
							180.15	0.00
60285	12/4/2014	12/4/2014	126.03	9735594691		20118	11/26/2014	Posted
	53-43-5310			SYSTEMS-DEC. BILL			42.01	0.00
	52-43-5310			SYSTEMS-DEC. BILL			42.01	0.00
	51-43-5310			SYSTEMS-DEC. BILL			42.01	0.00
							126.03	0.00

Vend# / Pay#	Vendor Name / Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status
	Account#	Work Order		Description			Debit	Credit
2629	**WAGEWORKS (continued)**							
60250	12/4/2014	12/4/2014	77.00	125AI0359042	11/17/2014	20089	11/17/2014	Posted
	10-11-3000			FSA MONTHLY ADMIN FEE-OCTOBER			77.00	0.00

318,319.88 67 Non-voided payables listed.

Report Setup
AP - Accounts Payable Listing : Vendor Name
Filter Options
Starting: 12/4/2014
Ending: 12/4/2014
Banks: All
Payable Status: Posted, Printed, ACH, Recorded, Voided
All Vendors Selected

519 N. Kansas Ave
Beloit, Ks 67420

WICHITA KS 670
19 NOV 2014 PM 1 L

Governing Body
P.O. Box 567
Beloit, Ks 67420

NOV 20 20

67420056767

To whom it may Concern,

May I, have a hearing, concerning the tree on mill.

Thank you
Richard Rodgers

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

Tel No (785) 738-3553
Fax No (785) 738-2517
Email cjones@beloitks.org

NOTICE OF VIOLATION

November 6, 2014

SERVED BY PERSONAL SERVICE

Richard & Carol Padgett
523 N. Hersey
Beloit, Ks. 67420

Dear Mr. Padgett:

This notice is to inform you that you are in violation of Article Three, Chapter 15 of the Beloit City Code.

Legal Description: Lot 10, Blk. 41; Beloit City, Original Town
Address: 414 N. Mill, Beloit, Kansas
Violation Description: A tree located in the side yard of the above-referenced property is dangerous and endangers the public health, safety and welfare of the citizens of the City of Beloit. Specifically, the tree is hollow and in danger of falling.

The above described violation must be abated within thirty (30) days of your receipt of this notice. Abatement shall include: **tree removal.** You have ten (10) days from the receipt of this notice to request a hearing before the governing body. Such request shall be in writing.

Failure to comply with this notice of violation shall result in the city abating the violation, with the assessment of all costs made against the property and its owner, occupant, or agent. Failure to pay such assessments within thirty (30) days of the notice of costs shall result in the filing of a special assessment against the property.

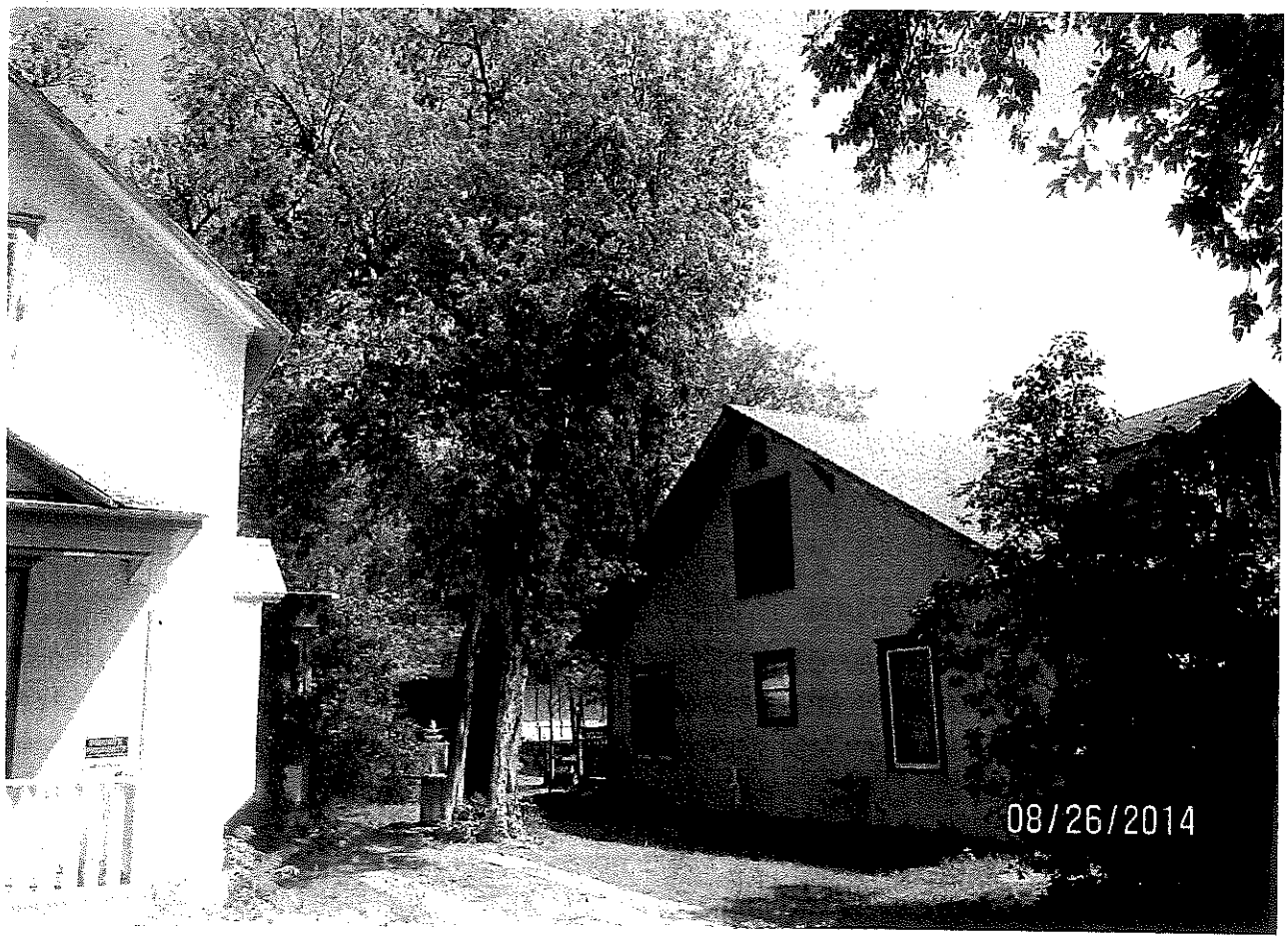
Failure to abate this violation is also subject to prosecution in Beloit Municipal Court. Such action shall be separate and independent of any abatement of the violation by the city or assessments of costs of such abatement.

If you have any questions about this notice or what is required, please contact me by phone at (785) 738-3553. I would be glad to meet with you and discuss this matter.

Sincerely,

Chris Jones
Code Enforcement Officer

08/26/2014


08/26/2014

RETURN OF SERVICE ON: Richard Padgett

Received this Notice November 6, 2014.

Served the same on the within named Defendant on November 10, 2014 at 9:15 am.

Service by:

✓ delivering a copy to Defendant personally ***(in Muni Court)***

_____ by leaving a copy with _____; a person of suitable age and discretion then residing at the accused person's dwelling house or usual place of abode.

_____ no longer residing in Beloit, Mitchell County, Kansas.

617

Officer/Clerk of Court

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:		
December 2, 2014	ORDINANCE 2159 Electric Rates		
ORIGINATING DEPARTMENT:	**TYPE OF ACTION:**	**_X_ORDINANCE**	**____RESOLUTION**
Administration		**____FORMAL ACTION**	**____OTHER**

RECOMMENDATION:

I recommend that the Council approve Ordinance 2159.

FISCAL NOTE:

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

DISCUSSION:

This ordinance authorizes the city to increase electric rates three percent (3%) per year for two years. The first rate increase will begin for the January 2015 billing cycle and the second increase will begin for the January 2016 billing cycle.

Respectfully submitted,

Glenn Rodden
City Administrator

ORDINANCE NO. 2159

AN ORDINANCE AMENDING ELECTRIC RATES FOR THE CITY OF BELOIT, KANSAS, BY AMENDING ORDINANCE NO. 2102 WHICH AMENDED CHAPTER 17, OF THE CODE OF THE CITY OF BELOIT, KANSAS.

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

SECTION 1. Ordinance 2102 is hereby amended as follows:

Chapter 17, Article 3, Electricity, of the Code of the City of Beloit, Kansas, Sections 17-301, 17-310, are hereby amended to read as follows:

17-301. DIRECTOR. The Director of Electric Operations shall have full charge of the city's electrical properties.

17-310. RATES.

(1) The monthly rates to be charged and collected by the city for the sale of electricity and electrical service for **services rendered during the January 2015 through December 2015 billing cycles shall be as follows, to-wit:**

(a) Residential Urban metered use (Inside City Limits):

First 50 kwh/ month or less minimum charge of $9.00
Next 950kwh/month $0.08500/kwh
Over 1,000 kwh/month $0.07000/kwh
Plus energy cost adjustment charge, as applicable. Minimum monthly charge $9.00.

Application: To all urban domestic consumers inside the city limits. Each dwelling unit (apartment, duplex, trailer, etc.) is to be metered separately unless the user (apartment house, duplex, trailer court, etc.) elects to be billed as an urban business user. Rooming houses with more than five units available for rent shall be considered business and be under one meter. If the user elects to be billed as a business user and desires private metering in addition to the one meter furnished by the utility, it shall be at the expense of the user.

Service: Such phase and voltage as the utility has immediately available to the site shall be determined by the Director of Electric Operations.

(b) Residential Rural metered use (Outside City Limits):

First 50 kwh/ month or less minimum charge of $10.50
Next 950kwh/month $0.09000/kwh
Over 1,000 kwh/month $0.07400/kwh
Plus energy cost adjustment charge, as applicable. Minimum monthly charge $10.50.

Application: To all rural domestic consumers outside the city limits and to any farm consumer, for domestic plus customary farm uses, where consumption does not exceed 10,000 kwh per

month in any months after June 16 and before October 15 in any year. Each dwelling unit (apartment, duplex, trailer, etc.) is to be metered separately unless the user (apartment house, duplex, trailer court, etc.) elects to be billed as a rural business user. Rooming houses with more than five units available for rent shall be a rural business user. If the user elects to be billed as a rural business user and desires private metering in addition to the one meter furnished by the utility it shall be at the expense of the user.

Service: Such phase and voltage as the utility has immediately available to the site shall be determined by the Director of Electric Operations.

(c) Small Urban Business metered use (Inside City Limits):

First 100kwh/month or less minimum charge of $15.00
Next 1,900kwh/month $0.09000/kwh
Over 2,000 kwh/month $0.08000/kwh
Plus energy cost adjustment charge, as applicable. Minimum monthly charge $15.00.

Application: To all urban business and institutional users inside the city limits, unless classified as residential or large business. Residential use maybe included where business operated in the home, on the same meter as the household. Each meter is to be considered a separate customer.

Service: Such phase and voltage as the utility has immediately available to the site shall be determined by the Director of Electric Operations.

(d) Small Rural Business metered use (Outside City Limits):

First 100kwh/month or less minimum charge of $17.50
Next 1,900kwh/month $0.09500/kwh
Over 2,000 kwh/month $0.08500/kwh
Plus energy cost adjustment charge, as applicable. Minimum monthly charge $17.50.

Application: To all rural farm business and institutional users outside the city limits, unless classified as rural residential or rural large business. Residential use maybe included where business is operated in the home on the same meter as the household. Each meter is to be considered a separate customer.

Service: Such phase and voltage as the utility has immediately available to the site shall be determined by the Director of Electric Operations.

(e) Large Business Urban metered use (Inside City Limits):

(1) Demand Charges:
First 25kwh/month demand or less minimum charge of $120.00
Next 75kwh demand $5.75000/kwh
Over 100 kwh demand $6.75000/kwh

(2) Energy Charges:
First 2,000kwh/month or less minimum charge of $125.00
Next 18,000kwh/month $0.05700/kwh
Over 20,000 kwh/month$0.05200/kwh
Plus energy cost adjustment charge, as applicable. Minimum monthly charge $125.00.

Power Factor Adjustment: The rates set by governing body of the city are based on the maintenance by the customer of a power factor of not less than 80% at all times. If it is determined by measurement that the power factor at time of customer's monthly peak load is less than 80% the demand shall be increased by the ratio of 80% to the customer's power factor expressed as a percentage.

Application: To all urban business and institutional users inside the city limits which elect by signed request to be served hereunder. Commitment shall be not less than 12 month duration renewable automatically and indefinitely.

To such other business or institutional users inside the city limits as are assigned to this classification at the sole discretion of the utility. Criteria for such assignment are:

(i) Whenever the customer's metered demand exceeds 50 kw in any monthly period of time after June 16th and before October 15th each year or the normal reading cycle closest thereto; or

(ii) Whenever the customer's average monthly use in any calendar year exceeds 20,000 kwh; or

(iii) Whenever the average power factor during the period of customer's annual peak demand is measured as less than 75%; or

(iv) Whenever in the judgment and sole discretion of the utility, the customer requests, or exhibits any abnormal service conditions, capacities, or voltage requirements.

Service: Such phase and voltage as the utility has immediately available to the site shall be determined by the Director of Electric Operations.

(f) Large Business Rural metered use (Outside City Limits):

(1) Demand Charges:

First 25kwh/month demand or less minimum charge of $132.00

Next 75kwh demand $6.10000/kwh

Over 100kwh demand $7.10000/kwh

(2) Energy Charges:

First 2,000kwh/month or less minimum charge of $140.00

Next 18,000kwh/month $0.05800/kwh

Over 20,000 kwh/month$0.05300/kwh

Plus energy cost adjustment charge, as applicable. Minimum monthly charge $140.00.

Power Factor Adjustment: The rates set by governing body of the city are based on the maintenance by the customer of a power factor of not less than 80% at all times. If it is determined by measurement that the power factor at time of customer's monthly peak load is less than 80% the demand shall be increased by the ratio of 80% to the customer's power factor expressed as a percentage.

Application: To all rural business and institutional users outside the city limits which elect by signed request to be served hereunder. Commitment shall be not less than 12 month duration renewable automatically and indefinitely.

To such other business or institutional users outside the city limits as are assigned to this classification at the sole discretion of the utility. Criteria for such assignment are:

(i) Whenever the customer's metered demand exceeds 50 kw in any monthly period of time after June 16th and before October 15th each year or the normal reading cycle closest thereto; or

(ii) Whenever the customer's average monthly use in any calendar year exceeds 20,000 kwh; or

(iii) Whenever the average power factor during the period of customer's annual peak demand is measured as less than 75%; or

(iv) Whenever in the judgment and sole discretion of the utility, the customer requests, or exhibits any abnormal service conditions, capacities, or voltage requirements.

Service: Such phase and voltage as the utility has immediately available to the site shall be determined by the Director of Electric Operations.

(g) Municipal Use: Same as applicable business rate.

(2) The monthly rates to be charged and collected by the city for the sale of electricity and electrical service for **services rendered from the January 2016 billing cycle and continuing thereafter shall be as follows, to-wit:**

(a) Residential Urban metered use (Inside City Limits):

First 50 kwh/ month or less minimum charge of $10.00
Next 950kwh/month $0.08700/kwh
Over 1,000 kwh/month $0.07200/kwh
Plus energy cost adjustment charge, as applicable. Minimum monthly charge $10.00.

Application: To all urban domestic consumers inside the city limits. Each dwelling unit (apartment, duplex, trailer, etc.) is to be metered separately unless the user (apartment house, duplex, trailer court, etc.) elects to be billed as an urban business user. Rooming houses with more than five units available for rent shall be considered business and be under one meter. If the user elects to be billed as a business user and desires private metering in addition to the one meter furnished by the utility, it shall be at the expense of the user.

Service: Such phase and voltage as the utility has immediately available to the site shall be determined by the Director of Electric Operations.

(b) Residential Rural metered use (Outside City Limits):

First 50 kwh/ month or less minimum charge of $11.00
Next 950kwh/month $0.09200/kwh
Over 1,000 kwh/month $0.07600/kwh
Plus energy cost adjustment charge, as applicable. Minimum monthly charge $11.00.

Application: To all rural domestic consumers outside the city limits. To any farm consumer, for domestic plus customary farm uses, where consumption does not exceed 10,000 kwh per month in any months after June 16 and before October 15 in any year. Each dwelling unit (apartment, duplex, trailer, etc.) is to be metered separately unless the user (apartment house, duplex, trailer court, etc.) elects to be billed as a rural business user. Rooming houses with more than five units available for rent shall be a rural business user. If the user elects to be billed as a rural business

user and desires private metering in addition to the one meter furnished by the utility it shall be at the expense of the user.

Service: Such phase and voltage as the utility has immediately available to the site shall be determined by the Director of Electric Operations.

(c) Small Urban Business metered use (Inside City Limits):

First 100kwh/month or less minimum charge of $17.00
Next 1,900kwh/month $0.09200/kwh
Over 2,000 kwh/month $0.08200/kwh
Plus energy cost adjustment charge, as applicable. Minimum monthly charge $17.00.

Application: To all urban business and institutional users inside the city limits, unless classified as residential or large business. Residential use maybe included where business operated in the home, on the same meter as the household. Each meter is to be considered a separate customer.

Service: Such phase and voltage as the utility has immediately available to the site shall be determined by the Director of Electric Operations.

(d) Small Rural Business metered use (Outside City Limits):

First 100kwh/month or less minimum charge of $18.70
Next 1,900kwh/month $0.09800/kwh
Over 2,000 kwh/month $0.08700/kwh
Plus energy cost adjustment charge, as applicable. Minimum monthly charge $18.70.

Application: To all rural farm business and institutional users outside the city limits, unless classified as rural residential or rural large business. Residential use maybe included where business is operated in the home on the same meter as the household. Each meter is to be considered a separate customer.

Service: Such phase and voltage as the utility has immediately available to the site shall be determined by the Director of Electric Operations.

(e) Large Business Urban metered use (Inside City Limits):

(1) Demand Charges:
First 25kwh/month demand or less minimum charge of $140.00
Next 75kwh demand $6.00000/kwh
Over 100 kwh demand $7.00000/kwh

(2) Energy Charges:
First 2,000kwh/month or less minimum charge of $130.00
Next 18,000kwh/month $0.05800/kwh
Over 20,000 kwh/month$0.05300/kwh
Plus energy cost adjustment charge, as applicable. Minimum monthly charge $130.00.

Power Factor Adjustment: The rates set by governing body of the city are based on the maintenance by the customer of a power factor of not less than 80% at all times. If it is determined by measurement that the power factor at time of customer's monthly peak load is less

than 80% the demand shall be increased by the ratio of 80% to the customer's power factor expressed as a percentage.

Application: To all urban business and institutional users inside the city limits which elect by signed request to be served hereunder. Commitment shall be not less than 12 month duration renewable automatically and indefinitely.

To such other business or institutional users inside the city limits as are assigned to this classification at the sole discretion of the utility. Criteria for such assignment are:

(i) Whenever the customer's metered demand exceeds 50 kw in any monthly period of time after June 16th and before October 15th each year or the normal reading cycle closest thereto; or

(ii) Whenever the customer's average monthly use in any calendar year exceeds 20,000 kwh; or

(iii) Whenever the average power factor during the period of customer's annual peak demand is measured as less than 75%; or

(iv) Whenever in the judgment and sole discretion of the utility, the customer requests, or exhibits any abnormal service conditions, capacities, or voltage requirements.

Service: Such phase and voltage as the utility has immediately available to the site shall be determined by the Director of Electric Operations.

(f) Large Business Rural metered use (Outside City Limits):

(1) Demand Charges:

First 25kwh/month demand or less minimum charge of $154.00

Next 75kwh demand $6.30000/kwh

Over 100kwh demand $7.35000/kwh

(2) Energy Charges:

First 2,000kwh/month or less minimum charge of $145.00

Next 18,000kwh/month $0.05900/kwh

Over 20,000 kwh/month$0.05400/kwh

Plus energy cost adjustment charge, as applicable. Minimum monthly charge $145.00.

Power Factor Adjustment: The rates set by governing body of the city are based on the maintenance by the customer of a power factor of not less than 80% at all times. If it is determined by measurement that the power factor at time of customer's monthly peak load is less than 80% the demand shall be increased by the ratio of 80% to the customer's power factor expressed as a percentage.

Application: To all rural business and institutional users outside the city limits which elect by signed request to be served hereunder. Commitment shall be not less than 12 month duration renewable automatically and indefinitely.

To such other business or institutional users outside the city limits as are assigned to this classification at the sole discretion of the utility. Criteria for such assignment are:

(i) Whenever the customer's metered demand exceeds 50 kw in any monthly period of time after June 16th and before October 15th each year or the normal reading cycle closest thereto; or

(ii) Whenever the customer's average monthly use in any calendar year exceeds 20,000 kwh; or

(iii) Whenever the average power factor during the period of customer's annual peak demand is measured as less than 75%; or

(iv) Whenever in the judgment and sole discretion of the utility, the customer requests, or exhibits any abnormal service conditions, capacities, or voltage requirements.

Service: Such phase and voltage as the utility has immediately available to the site shall be determined by the Director of Electric Operations.

(g) Municipal Use: Same as applicable business rate.

SECTION 3. This Ordinance shall take effect and be in force from and after its passage, approval, and publication one time in the official City newspaper.

PASSED AND APPROVED by the Mayor and Governing Body of the City of Beloit, Kansas this 2nd day of December, 2014.

_____
Tom Naasz, Mayor

ATTEST:

_____
Amanda J. Lomax, City Clerk

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:		
December 2, 2014	Resolution 2014-20 Determining the Advisability of Making Improvements for North Campus		
ORIGINATING DEPARTMENT:	**TYPE OF ACTION:**	____ORDINANCE	_X_RESOLUTION
Administration		____FORMAL ACTION	____OTHER

RECOMMENDATION:

I recommend that the City Council approve Resolution 2014-20.

FISCAL NOTE:

- There are publication costs associated with this agenda item.

DISCUSSION:

Resolution 2014-20 is for determining the advisability of making street improvements at the North Campus.

Respectfully submitted,

Glenn Rodden
City Administrator

NOTE: To be recorded with the Register of Deeds of Mitchell County, Kansas

(Published in ***The Beloit Call*** on December 5, 2014)

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS FOR THE CITY OF BELOIT, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS, SUBJECT TO PROTEST (STREET IMPROVEMENTS/NORTH CAMPUS ADDITION).

WHEREAS, K.S.A. 12-6a01 *et seq.* (the "Act") authorizes the governing body of any city to make or cause to be made municipal works or improvements which confer a special benefit upon property within a definable area of the city and the levying and collecting of special assessments upon property in the area deemed by the said governing body to be benefited by such improvements for special benefits conferred upon such property by any such improvements and to provide for the payment of all or any part of the costs of the improvements out of the proceeds of such special assessments; and

WHEREAS, the Act provides that before any contract is let or any work is ordered or authorized for an improvement, the governing body shall by resolution direct and order a public hearing on the advisability of the improvement, and to give notice of the hearing by not less than two (2) publications in a newspaper, such publications to be a week apart and at least three (3) days shall elapse between the last publication and the hearing; and such notice shall be given as to (a) the time and place of the hearing; (b) the general nature of the proposed improvements; (c) the estimated or probable cost of the proposed improvements; (d) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (e) the proposed method of assessment; and (f) the proposed apportionment of the cost between the improvement district and the City-at-large; and

WHEREAS, the governing body of the City of Beloit, Kansas (the "City") has heretofore by Resolution No. 2014-19, directed and ordered a public hearing on the advisability of certain internal improvements in the City, pursuant to the Act; and providing for the giving of notice of said public hearing in the manner required by the Act; and

WHEREAS, a Notice of Public Hearing was duly published once each week for two (2) consecutive weeks in ***The Beloit Call***, the official newspaper of the City in accordance with the Act; and

WHEREAS, said public hearing was duly held this date, pursuant to such notice; and

WHEREAS, the Act provides that the governing body may, by a majority vote of the entire members-elect thereof, at any time within six (6) months after the final adjournment of the hearing on the advisability of making improvements, adopt a resolution authorizing the improvements in accordance with the findings of the governing body upon the advisability of the improvements, which resolution shall be effective upon publication once in the official City newspaper; provided, the improvements shall not be commenced if, within twenty (20) days after publication of the resolution ordering the improvement, written protests signed by both fifty-one per cent (51%) or more of the resident owners of record of property within the improvement district and the owners of record of more than half of the total area of such improvement district are filed with the City Clerk; and

WHEREAS, the governing body hereby finds and determines it to be necessary to make its findings, by resolution, as to the advisability of the proposed improvement, the general nature of the proposed improvement; the estimated or probable cost of the proposed improvement; the extent of the proposed improvement district to be assessed for the cost of the proposed improvement; the proposed method of assessment; and the proposed apportionment of the cost between the improvement district and the City-at-large; and further finds and determines it to be necessary to authorize the making of the improvements, by Resolution, in accordance with its findings, subject to the filing of protest thereto, and to provide for the publication thereof, all as required by the Act.

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

Section 1. Findings of Advisability. The governing body hereby finds and finally determines that:

(a) It is advisable to make the following improvements (the "Improvements"):

Construct 7" non-reinforced concrete pavement with 6" concrete curb & gutter in Blocks 1, 2, 3, 4, 5, 7, and 8, North Campus Addition to the City of Beloit.

(b) The estimated cost of the Improvements is $1,270,000, exclusive of interest on financing and administrative and financing costs; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of a resolution authorizing the Improvements.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

<u>North Campus Addition</u>
Lots 1 and 2, Block 1, North Campus Addition
Lots 1, 2, 3, 4, Block 2, North Campus Addition
Lots 1, 4, 5, 6, 7, 8, 9, 10, Block 3, North Campus Addition
Lots 1, 2, 3, 4, 5, 6, 7, 8, Block 4, North Campus Addition
Lots 1, 2, 3, 4, 9, Block 5, North Campus Addition
Lots 1, 2, 3, 4, 5, 8, Block 7, North Campus Addition
Lots 1, 2, 3, 4, 5, Block 8, North Campus Addition;

to the City of Beloit, Mitchell County, Kansas.

(d) The method of assessment is equally per front foot, with each lot responsible for the cost of the street and side street frontage along such lot. Amounts assessed will be collected in ten annual installments, together with interest thereon at a rate of six percent (6.0%).

(e) The apportionment of the total cost of materials and engineering between the Improvement District and the City-at-large is: The cost of the materials and engineering at an estimated cost of $458,400 will be assessed against the Improvement District and the cost of all labor and equipment at an estimated cost of $811,600 will be paid by the City-at-large.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body as set forth in ***Section 1*** of this Resolution; except that, the Improvement shall not be commenced if, within twenty (20) days after publication of this Resolution, written protests signed by both fifty-one per cent (51%) or more of the

resident owners of record of property within the Improvement District ***and*** the owners of record of more than half of the total area of the Improvement District are filed with the City Clerk. The City Clerk shall report to the governing body at the end of said protest period as to whether or not any such protest petition has been filed.

Section 3. **Bond Authority; Reimbursement**. The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. **Effective Date**. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Mitchell County, Kansas, and shall be effective upon publication.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on December 2, 2014.

(SEAL)

By: _____
Name: Tom Naasz
Title: Mayor

ATTEST:

By: _____
Name: Amanda Lomax
Title: Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:		
December 2, 2014	Turbo Charger Quote		
ORIGINATING DEPARTMENT:	**TYPE OF ACTION:**	___ORDINANCE	___RESOLUTION
Electric Department		_X_FORMAL ACTION	___OTHER

RECOMMENDATION:

I recommend that the city council approve the quote from GE Oil & Gas in the amount of $51,182.05 to repair turbo charger #6.

FISCAL NOTE:

The funding will come from the Power Plant under line item 53-41-4360.

DISCUSSION:

The new casting for the turbo charger would put engine #6 back into service.

Respectfully submitted,

Glenn Rodden
City Administrator

City Of Beloit Power Plant
215 South Chestnut ST.
Beloit, Kansas 67420

Tel No (785) 738-5121
Fax No (785) 534-1613

To: Glenn and City Council

From: Henry Eilert

Subject: Repairs to #6 turbo charger 11-21-14

Glenn and City Council,

After we got the ok from the council to send turbo charger #6 to GE Oil and Gas for the estimate of a $10,700 cleaning and checking the turbo charger over. In doing so, GE Oil and Gas found major problems with the turbo casings. One has several cracks in it and the other water jackets has major corrosion. Any type of repairs on these casing will be a short term fix, GE suggest that we replace the old casings with 2 new casings. They quoted new casings for a total price of $51,182.05 this does include the labor. We are asking if we can order these casing to put engine #6 back in service. This will come out of fund 53-41-4360.

Sincerely,

Henry Eilert Emma Hamby

Henry Eilert

From: Adams, Greg <Greg.Adams@ge.com>
Sent: Monday, November 17, 2014 2:34 PM
To: beloitpp@nckcn.com
Cc: Legendre, Don; Brumbaugh, Nicholas; Stein, John
Subject: FW: GE QT 1196527 / CITY OF BELOIT attn Henry Eilert
Attachments: GE QT 1196527 .pdf; 4131656.ET18EK9V.pptx; GE Entity Change with Remit and W9 US10.pdf

Henry,
Please find attached the quote to repair/overhaul the City of Beloit power plants ET18EK9V Cooper Bessemer turbocharger. As I explained in our phone conversation this morning, this quote represents a scope of supply well beyond what I'm sure you were hoping for. Two major casings are damaged beyond confident repair and thus are quoted as being replaced with new. The turbine casing has substantial cracks causing both internal and external jacket water leakage. The turbine casing also has severe corrosion attack damage throughout its water jacket surfaces. The turbine inlet casing also has severe corrosion attack damage throughout its water jacket surfaces. Sufficient material on both parts has been eaten away to the degree that any type of salvage restoration would likely be a short term fix if successful at all.

We can likely locate a good used turbine inlet casing which would save some dollars. Unfortunately, good used turbine casings are harder to find, and typically if/when found, still need some degree of repairs. For this reason, we would recommend purchase of a new casing. If you would like us to re-quote this job with a "remanufactured" turbine inlet casing, we will be glad to do so. (You might also entertain the possibility of using the casings off of the spare unit which you had acquired recently.)

We can provide more detailed photographs of the corrosion attack damage if needed. As well, you and/or any member of your staff or city council is certainly welcome to come down and view the parts in our facility.

Greg Adams
Repair Shop Manager
GE Oil & Gas - DTS
1648 West Magnolia Road
Salina, KS
Tel 785-823-9211
Cell 785-822-8176
Fax 785-826-4970
E-mail Greg.Adams@ge.com

GE Oil & Gas

QUOTATION

Reciprocating CS
GE Oil & Gas Compression Systems, LLC
1648 W. Magnolia Rd
SALINA KS 67401
USA

Document number : **US10/OK01/1196527**
Page 1 of 4
Date Issued : NOV 14 2014
Payment Terms : Net 30 Days
Terms and conditions : As Attached/Included
Freight Terms : FOB Ship Pt-PPD/Add-No Pro
Salina, KS

Sold to : 22001279
CITY OF BELOIT
MUNICIPAL POWER PLANT
215 S CHESTNUT ST
BELOIT KS 67420-3107
USA

Ship To : 41003114
CITY OF BELOIT
MUNICIPAL POWER PLANT
215 S CHESTNUT ST
BELOIT KS 67420-3107
USA

Inside Sales Contact: John Stein/785-823-9211 Email: john.stein@ge.com
Outside Sales Contact: DONALD LEGENDRE Email: donald.legendre@ge.com

Customer Reference : Henry
Valid From : NOV 14 2014
Valid To : DEC 14 2014

GE OIL & GAS
TURBINE SPECIALTIES DIVISION
1648 W. MAGNOLIA
SALINA, KS 67401
PH: 785-823-9211
FAX: 785-826-4970

ET18 TURBO
S/N 3869-T
REF: 4131656

FREIGHT AND APPLICABLE TAXES ARE NOT INCLUDED IN QUOTE PRICING. THESE MAY BE BILLABLE ON JOB INVOICING.

Item	Material Number Description	Extended Weight	Qty	UM	Unit Net Price USD	Extended Price USD
003000	LABOR-RR CHARGES FOR SERVICE/REPAIR OPERATIONS DISASSEMBLE AND CLEAN UNIT REMOVE & ZYGLO 53 TURBINE ROTOR BLADES INSTALL 5 NEW TUBES IN TURBINE ROTOR INSTALL 53 NEW TABLOCKS CLEAN AND INSPECT TURBINE ROTOR CHECK SHAFT FOR STRAIGHTNESS CLEAN AND POLISH SHAFT REBUILD BORE OF IMPELLER FILL & REMILL DRIVE SLOTS ZYGLO BLOWER IMPELLER CLEAN AND INSPECT BLOWER IMPELLER MATCH MARK AND BALANCE AS A UNIT BLOWER IMPELLER	0.00 kg	1.000	HR	12,098.71	12,098.71

WELD 6 NOZZLE RING BLADES
STRAIGHTEN 24 NOZZLE RING BLADES
CLEAN, INSPECT & CHECK AREA OF NOZZLE RING
CLEAN DIFFUSER
INSTALL NEW INLET CASE
METALIZE & MACHINE EXHAUST SHROUD
INSTALL NEW TURBINE CASE
MACHINE BACK PLATE
WATER TEST INLET CASE
WATER TEST TURBINE CASE
INSTALL NEW PARTS
REASSEMBLE AND PAINT UNIT
PREPARE FOR SHIPMENT
Delivery : Weeks

)04000	ZET18-1-19E BAFFLE,OIL-BE-ET18-3:1-COOPER-OEM	2.06 lb	1.000 EA	457.13	457.13
	Delivery : Weeks				
)05000	ZET18-1-NN BAFFLE,OIL-TE-ET18-3:1-COOPER-OEM	5.10 lb	1.000 EA	289.41	289.41
	Delivery : Weeks				
006000	ZET16-1-Z#3 BEARING JOURNAL	0.20 lb	1.000 EA	315.84	315.84
	Delivery : Weeks				
007000	ZET16-1-L#2 BEARING,TE-ET18-3:1-COOPER-OEM	1.01 lb	1.000 EA	280.06	280.06
	Delivery : Weeks				
008000	ZET16-1-Y#3 BEARING,THRUST-ET18-3:1-COOPER-OEM	0.38 lb	1.000 EA	419.31	419.31
	Delivery : Weeks				
009000	Z#500-ET18-1-20 KIT,GASKET-ET18-3:1	0.00 lb	1.000 EA	706.94	706.94
	Delivery : Weeks				

010000	ZCB055M09-1 GASKET,EXHAUST-INLET-1-PORT-ET18-HP090G	0.00 lb	1.000	EA	151.46	151.46
	Delivery : Weeks					
011000	ZET18-501-11#1 RETAINER,BLADE-ET18-12-TO-17-DEGREE	0.00 lb	53.000	EA	3.95	209.35
	Delivery : Weeks					
012000	ZCBET18-3TUBE TUBE,DAMPING-ET18-3:1	0.00 lb	1.000	EA	383.23	383.23
	Delivery : Weeks					
013000	ZET18-1-16C#1 CASE,TURBINE-INLET-COOPER-OEM	0.00 lb	1.000	EA	17,585.54	17,585.54
	Delivery : Weeks					
014000	ZET18-1-16A CASE,TURBINE-ET18	0.00 lb	1.000	EA	18,285.07	18,285.07
	Delivery : Weeks					

Price Summary :

Total Price :	**51,182.05 USD**
Total Quotation Price :	**51,182.05 USD**

Dear Valued Customer,
MINIMUM ORDER REQUIREMENTS: $250 Minimum Parts Order.

CREDIT TERMS: Credit Terms confirmed at time of order. Progress payments may apply.

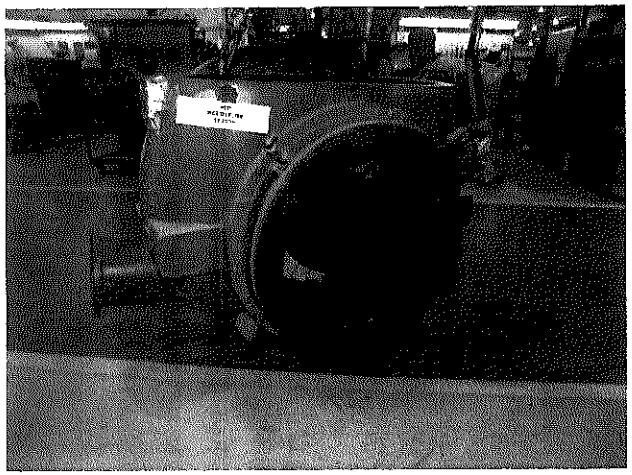
RETURNS: No returns or credits will be issued for non-returnable parts. GE Oil & Gas Compression Systems applies a minimum 15% restocking fee to return stocked parts.

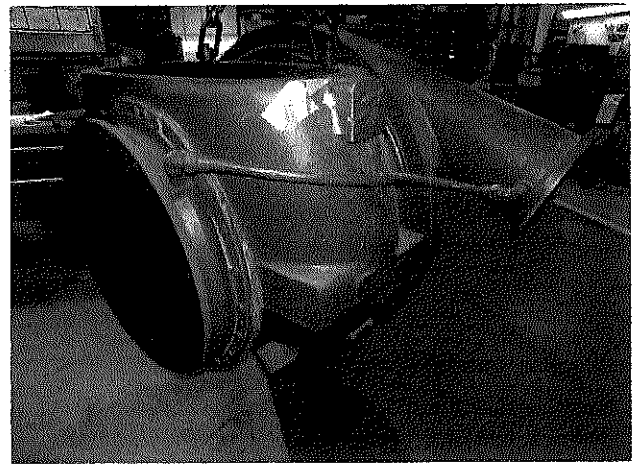
EXPORT COMPLIANCE: The items, technology, or software covered by this invoice may be subject to various laws including U.S. and foreign export controls. GE Oil & Gas Compression Systems is committed to compliance with all relevant export control laws. If the items, technology, or software are of U.S. origin or are being exported from the U.S. or will be re-exported, the following language applies: "These commodities, technology or software were exported from the United States of America in accordance with the Export Administration Regulations, diversion contrary to U.S. law is prohibited."

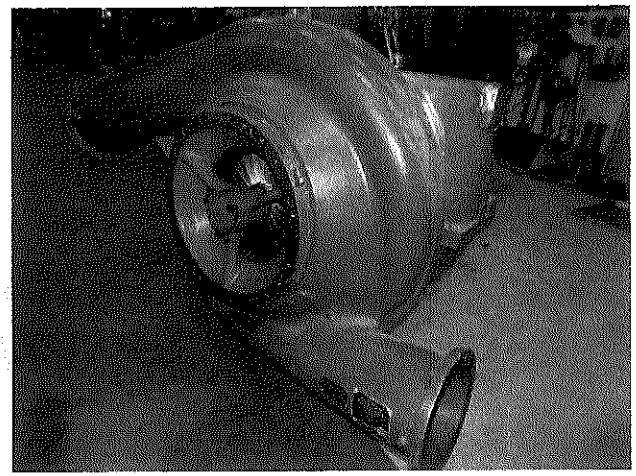
GE Oil & Gas Compression Systems News: As of June 2, 2014, GE has finalized the acquisition of Cameron's Reciprocating Compression Division. We are excited by this newest addition and believe this change is a positive step for our customers and the business. Soon you will see additional communications on several upcoming important changes. However, the contacts (management, sales and operations) that your company has come to know at Cameron's Reciprocating Compression Division are not anticipated to change and you can continue to reach all of us at the same phone, email, fax and addresses that you have previously used.

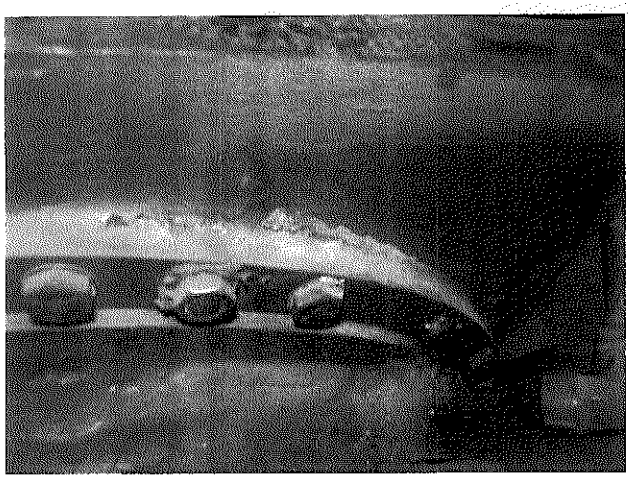
CITY OF BELOIT
BELOIT, KS

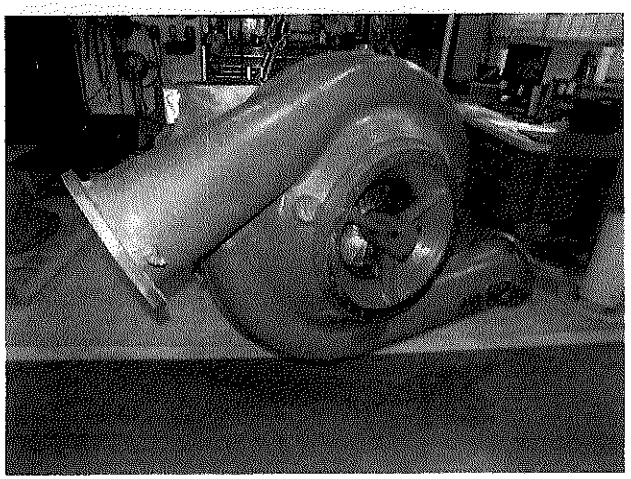
ET18EK9V TURBO
S/N 3869-T
4131656





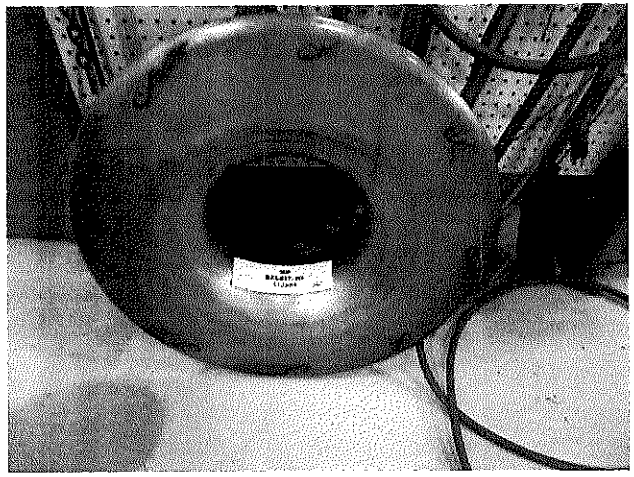


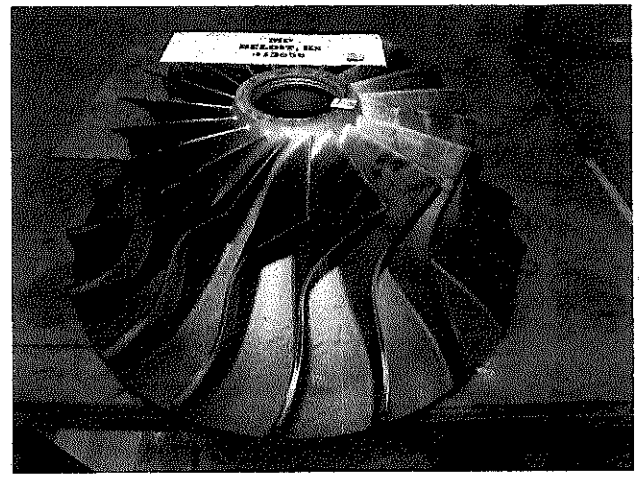


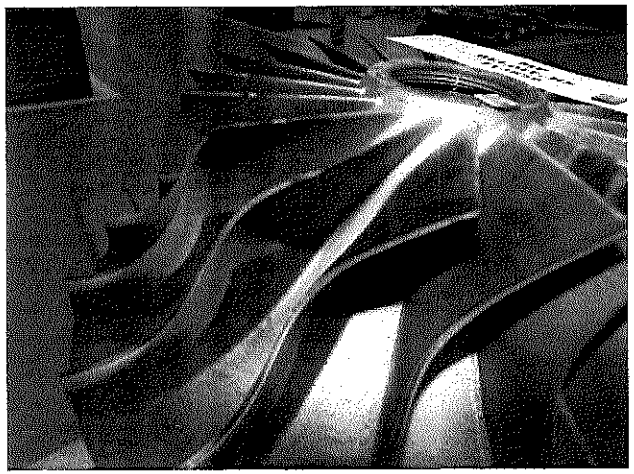


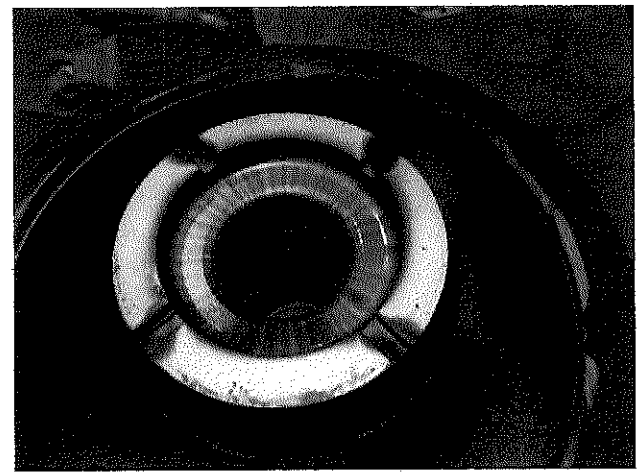
Complete unit as received at our facility.

All parts are cleaned and inspected during disassembly.

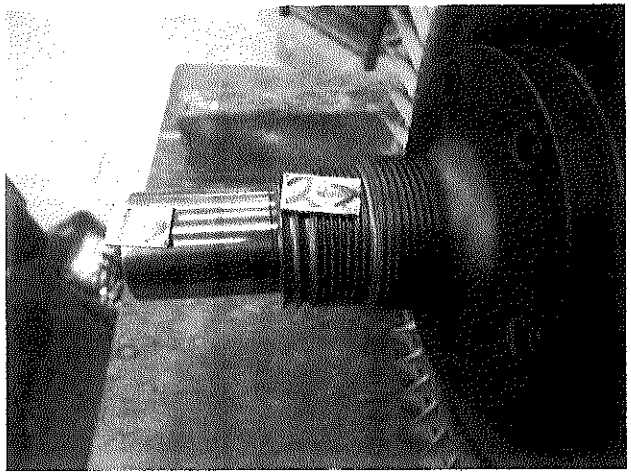


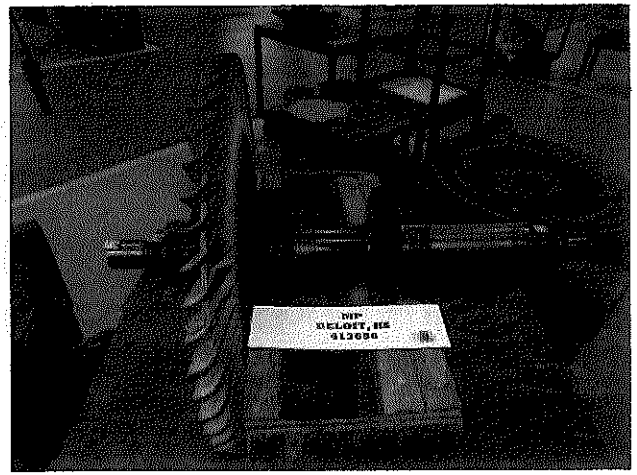


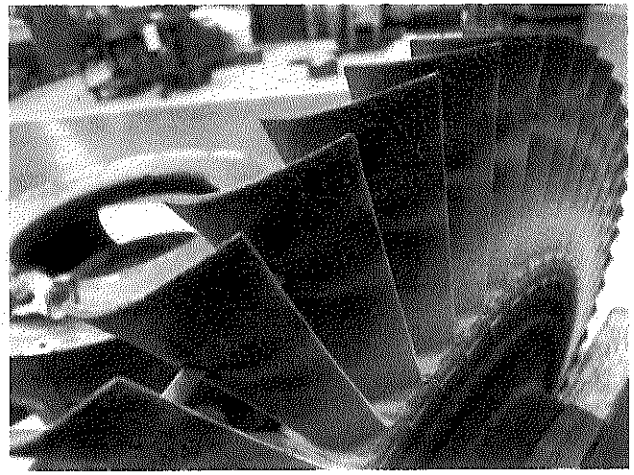


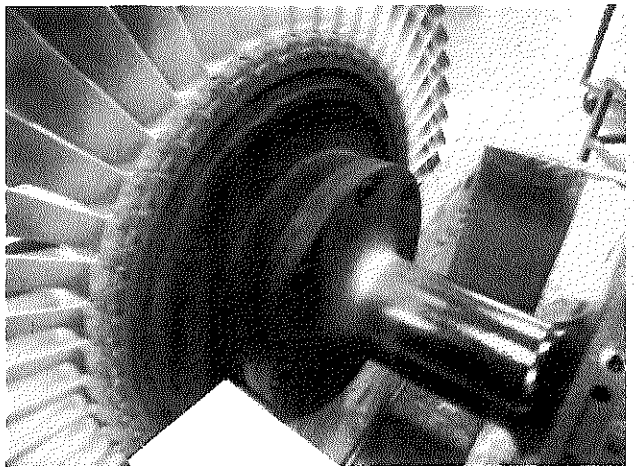


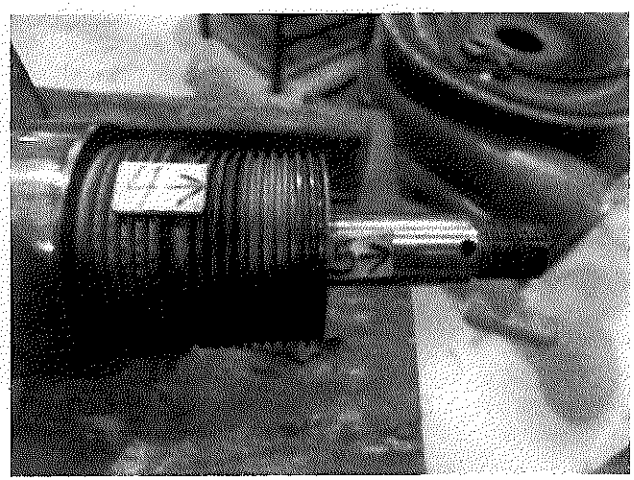
The first picture shows the compressor diffuser / shroud. There is some oil and dirt build-up on the impeller blades of the blower. The seals on the back of the blower have a lot of carbon build-up. We will rebuild the bore of the impeller during the overhaul of your unit.



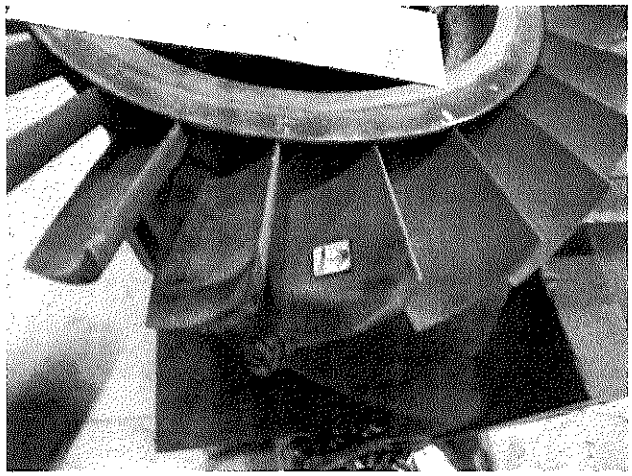


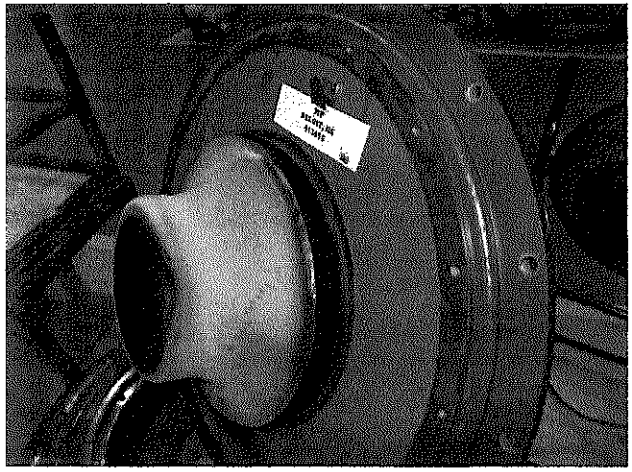


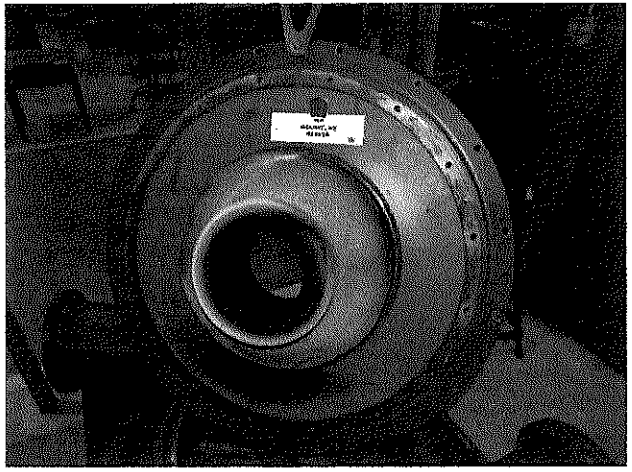




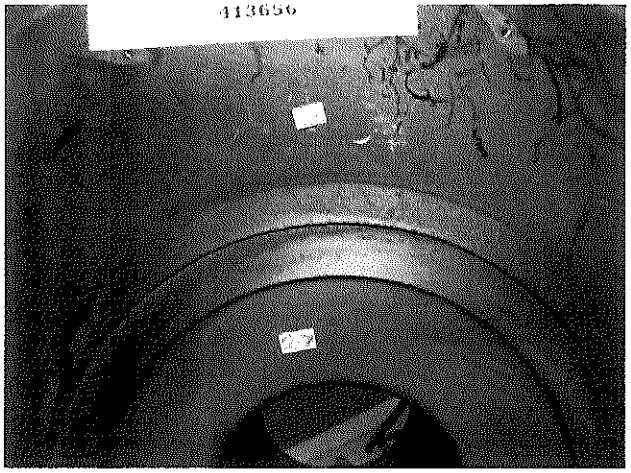
These picture show the turbine end shaft, disk assembly and blower end shaft.

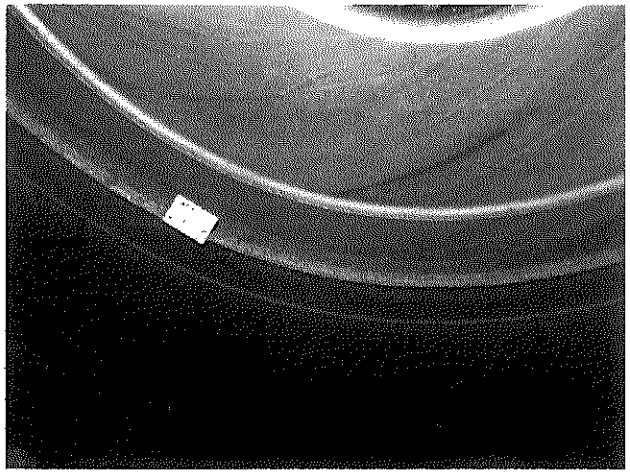


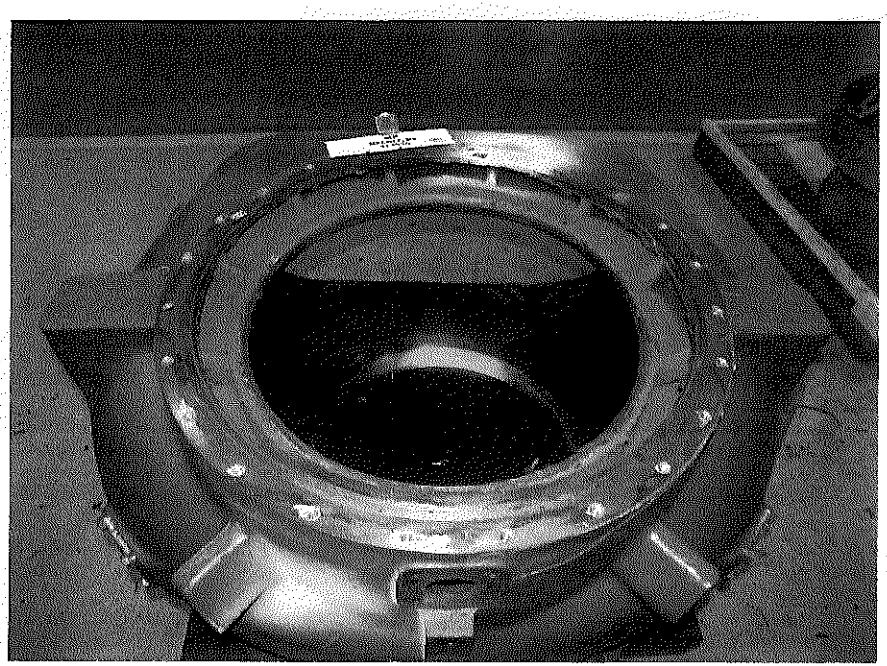




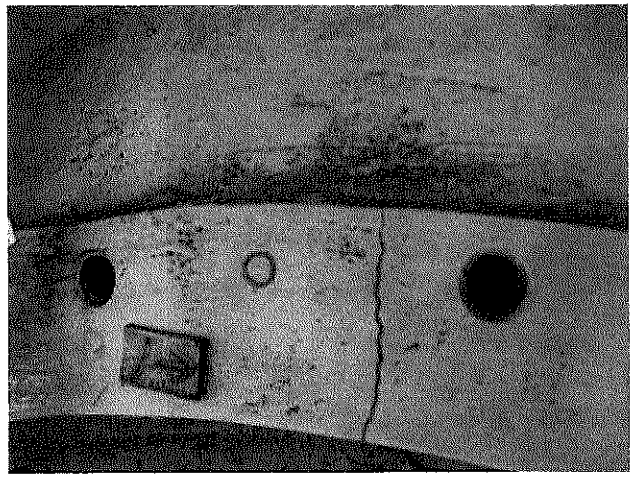
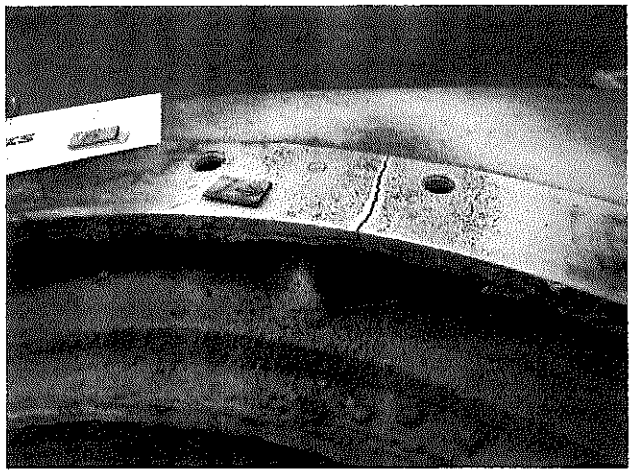
The nozzle ring shows some build-up on the blades. The bottom pictures show the back plate – exhaust side. We will weld 6 nozzle ring blades and straighten 24 nozzle ring blades during the overhaul.





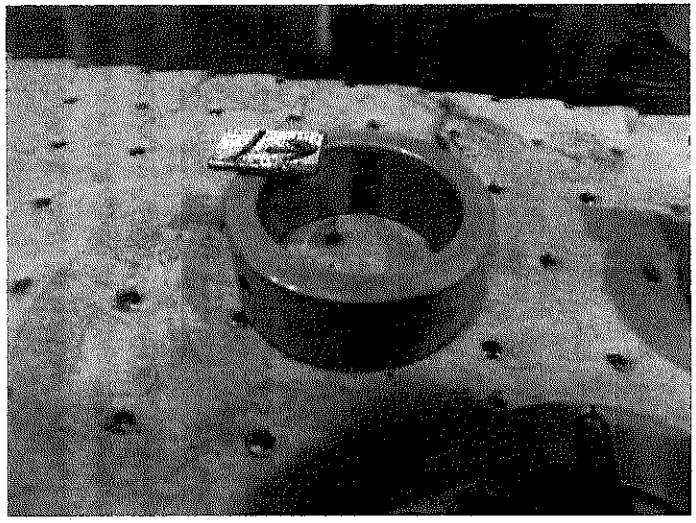


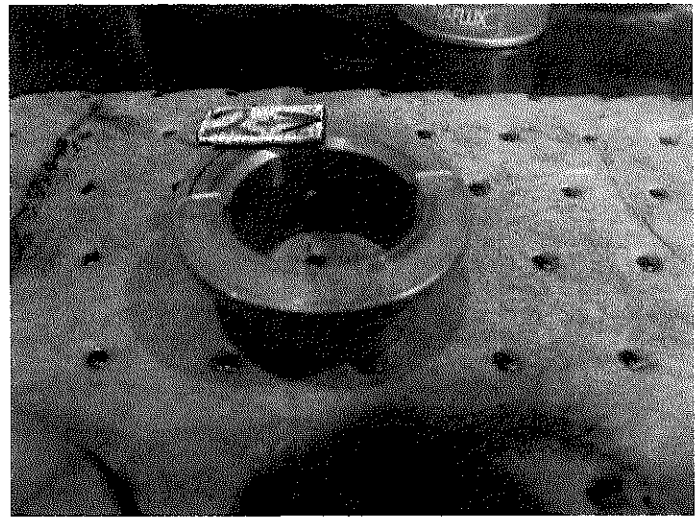
The back plate – blower side has some oil and dirt build-up on the diffuser seat and behind the impeller.

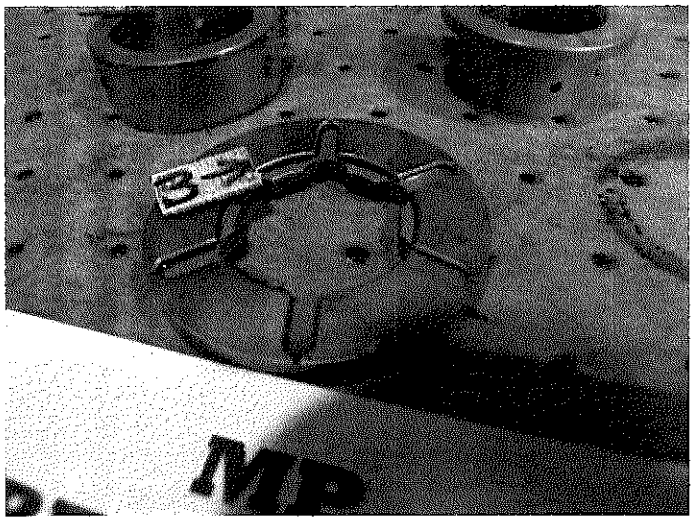



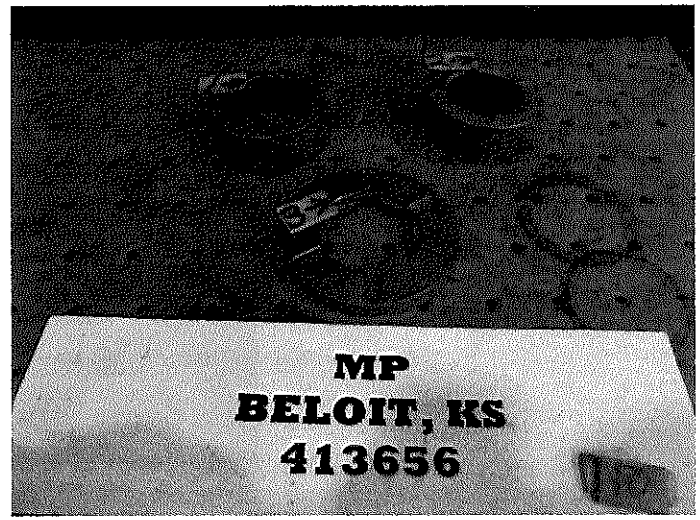
The turbine case is cracked and needs to be replaced. (1) It is cracked through the outer seat and back plate bore. Picture (2) shows the inner water seat. Picture (3) shows the outer water seat.

There is some deposit build-up on the I.D. of the shroud. (1) Picture (2) shows the inner water seat. Picture (3) shows the outer water seat. The shroud is oversized. (4) The water jacket has some build up.

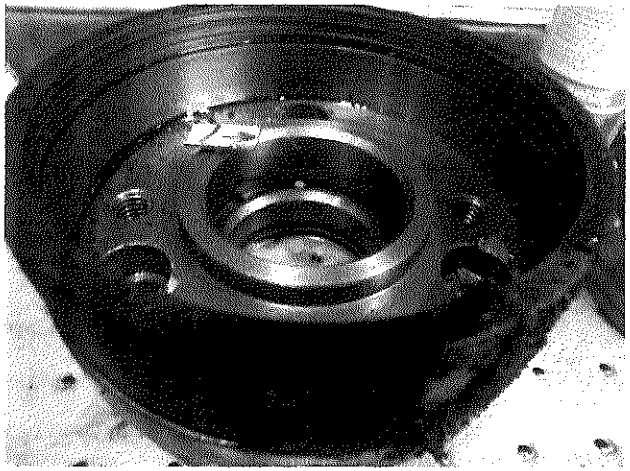


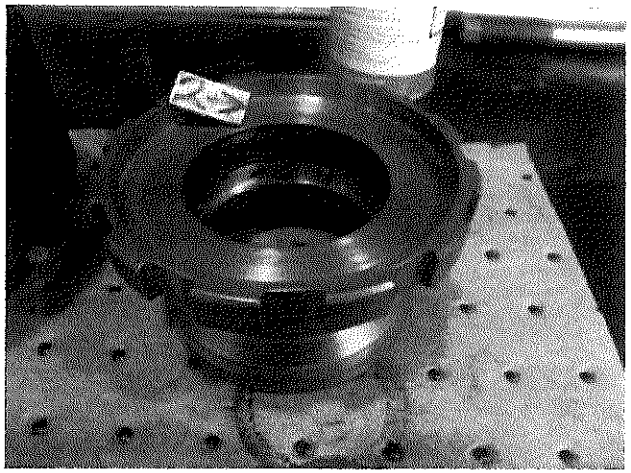


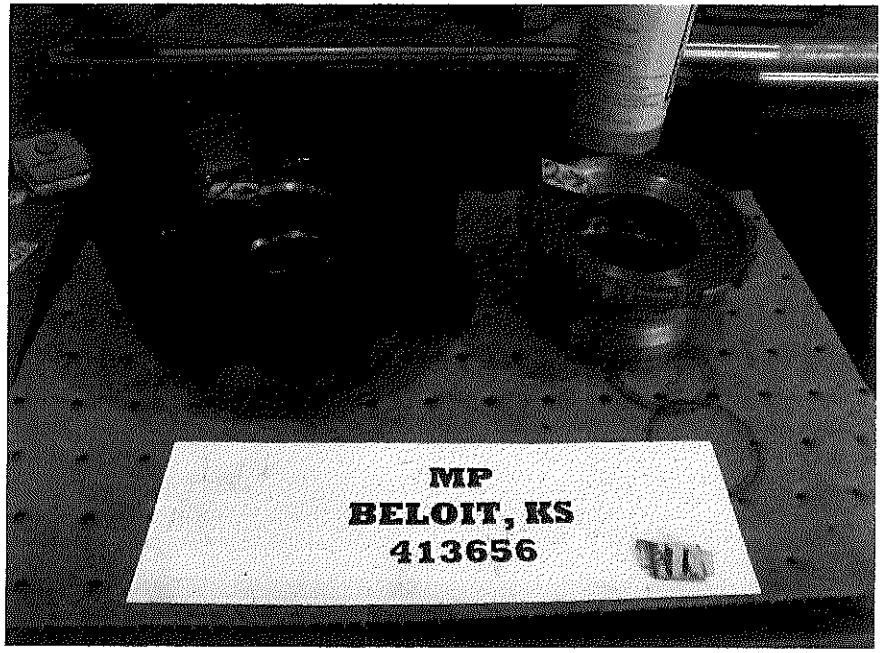




There is some wear to the bearings. The bearings will be replaced during the overhaul of your unit to ensure proper performance.







These pictures show the seals.

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:		
December 2, 2014	Electric Material/Wire Bid		
ORIGINATING DEPARTMENT:	**TYPE OF ACTION:**	____ORDINANCE	____RESOLUTION
Electric Department		_X_FORMAL ACTION	____OTHER

RECOMMENDATION:

I recommend that the city council approve the Electric Material/Wire Bid from Kriz-Davis Co. in the amount of $5,547.50.

FISCAL NOTE:

Funding is available under Electric Systems Division 53-43-8300.

Kriz-Davis Co.	$5,547.50
Stanion Wholesale Electric	$11,395.00
Wesco Distribution	No Bid
Boettcher Supply	No Bid

DISCUSSION:

The materials will be used at the North Campus.

Respectfully submitted,

Glenn Rodden
City Administrator

CITY OF BELOIT

119 North Hersey
Box 567
Beloit, Kansas 67420

This 1/0 15 KV. Wire some will be used at the North Camps. Most of it will be stock. We are low on this wire if we have a short in the underground we could be in trouble this is used mostly on single phase. In a emerges it would be used for three phase,

Wire Bid- # L-031714

Kriz-Davis Co.	$ 5547.50
Stanion Wholesale Electric	$11,395.00
Wesco Distribution	No bid
Boettcher Supply	No bid

Based on the above bid it is recommended to go with Kriz-Davis Co. with the

Low bid of $ 5,547.50 for 2500 feet. Stanion bid 5000 feet for $11,395.00 we suggest this comes out of the 53-43-8300 Fund

Ronald Sporleder
Director of System Operations

Kriz-Davis Co.
WHOLESALE ELECTRICAL SUPPLIES
"An Employee Owned Company"

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

Quotation

EXPIRATION DATE	QUOTE NUMBER
12/21/2014	S100985277

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

PAGE NO.
1 of 1

QUOTE TO:

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

SHIP TO:

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

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	REQUIRED DATE
6520			11/21/2014

ENTERED BY	SHIP VIA	FREIGHT ALLOWED
LUKE RACETTE	BIG TRUCK WED	No

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
2500ft	OKONITE 161-23-3069 1/C 1/0 SOLID ALUMINUM - SS- 220 OKOGUARD EPR - 030 SC EPR - 16 X #14 SOLID COPPER CONC WIRES - 050 OKOLENE PE W/3 RED STRIPES - SEQ PRINT - 15KV	2219.000/m	5547.50

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

Subtotal	5547.50
S&H Charges	0.00
Amount Due	5547.50

Printed By: LRACETT on 11/24/2014 2:51:40 PM

General specifications for Distribution Cable

The City of Beloit would appreciate you giving us a quote on the material listed below.

- Single Conductor Underground Distribution Cable
- 15 kV Voltage level
- 1/0 AWG Solid Aluminum
- 220 Mil Insulation, 133% Insulation level
- Full Copper Concentric Neutral Wire
- Overall Jacketed
- Okonite

The City of Beloit needs one (1) reel with approximately 2500 foot on each reel. (Within 5%)

If there are any deviations from the specifications indicate changes with bid.

DESCRIPTION	QUANTITY	COST
CODE NAME: DIST. CABLE	1– 2500 FOOT REEL	$ 2.219/foot
	Total Cost FOB City of Beloit	$ 5,547.50

THE OKONITE COMPANY

QUALITY CABLES SINCE 1878

11/21/2014

2631 SOUTH 96TH ST.
EDWARDSVILLE KS 66111
TEL:913-422-6958 FAX:913-422-1647

QUOTATION PREPARED FOR:
STANION WHOLESALE ELECTRIC-104
ATTN: BERNIE WERTH
BWERTH@STANION.COM

OKONITE REFERENCE:33-41025-A-000

CUSTOMER REFERENCE: BELOIT, CITY OF

ITEM	QUANTITY	DESCRIPTION	NET WEIGHT 1000 FT	SHIP WEIGHT	PRICE 1000 FT
		PRICES QUOTED ARE SUBJECT TO METALS ESCALATION, DE-ESCALATION IN ACCORDANCE WITH ITEM EXPIRATION DATE.			
001	5,000'	1/C 1/0 SOLID ALUMINUM -SS- 220 OKOGUARD EPR - 030 SC EPR - 16 X #14 SOLID COPPER CONC WIRES - 050 OKOLENE PE W/3 RED STRIPES - SEQ PRINT - 15KV	721	3891	$2279.00 EXPIRES 12/31/14

METAL WEIGHT LBS PER 1000 FT:
COPPER 207 ALUMINUM 97

METAL BASE:(SEE BASIS IN ESCALATION SECTION)
COPPER 3.027500 ALUMINUM 1.160920

APPROX O.D. INCHES 1.122

OKONITE PRODUCT CODE: 161-23-3069
CATALOG SECTION 2 SHEET 035

REELS:
2 @ 2500 50X32X24 LW (REEL WIDTH 36.5)

AVAILABILITY: STOCK-SUBJECT TO PRIOR SALE

FOR AUTHORIZED STOCK ITEMS ONLY, REEL AND CUT CHARGES WILL APPLY FOR LENGTHS 500 FEET OR LESS.

F.O.B. SHIPPING POINT

TERMS: NET 30 DAYS

THE OKONITE COMPANY
QUALITY CABLES SINCE 1878

LENGTH TOLERANCE: MINIMUM -0% MAXIMUM +05%
PRICES QUOTED HEREIN DO NOT PERMIT EXACT LENGTHS
OR REDUCED TOLERANCES, UNLESS SPECIFICALLY NOTED.

STOCK ITEMS: SUBJECT TO PRIOR SALE.

```
*************************************
*      ATTACHED FILE ENTITLED       *
* OKONITE-TERMS-AND-CONDITIONS.PDF, *
*    FORM PART OF THIS QUOTATION.   *
*************************************
```

THE OKONITE COMPANY

BY DAN R. WEIDMAIER

ON SHIPMENTS 5,000 LBS. AND OVER, ORDINARY FREIGHT ALLOWED TO DESTINATION (NEAREST FREIGHT STATION OR COMMON CARRIER DELIVERY POINT) TO AND WITHIN ALL STATES EXCEPT ALASKA AND HAWAII. SHIPMENTS TO THESE TWO STATES ARE FREIGHT ALLOWED TO PORT OF EMBARKATION. **ON SHIPMENTS OF LESS THAN 5,000 LBS. - NO FREIGHT IS ALLOWED.**

ESCALATION:
PRICES QUOTED HEREIN ARE THOSE IN EFFECT TODAY, AND ARE PREDICATED ON IMMEDIATE RELEASE FOR MANUFACTURE AND SHIPMENT AS SOON AS COMPLETED. THESE PRICES SHALL BE ADJUSTED FOR CHANGES IN THE PRICE OF METALS (COPPER, STEEL, LEAD, ALUMINUM), WHICH MAY OCCUR BETWEEN THE DATE OF QUOTATION AND THE DATES SHIPMENTS ARE MADE.
ALL SUCH ADJUSTMENTS WILL BE MADE AGAINST THE NET PRICE AFTER ALL DISCOUNTS AND WILL BE CALCULATED USING METAL WEIGHTS QUOTED HEREIN. ORDERS RECEIVED WITHOUT CUTTING LENGTHS OR FOR SUBSEQUENT RELEASE, SHALL BE BILLED AT PRICE IN EFFECT ON THE DAY RELEASE IS RECEIVED AND SHALL BE ADJUSTED THEREAFTER FOR CHANGES IN THE PRICE OF METALS (COPPER, STEEL, LEAD, ALUMINUM), WHICH MAY OCCUR BETWEEN THE DATE OF RELEASE AND THE DATES SHIPMENTS ARE MADE.

BASIS:
COPPER: COMEX PER NY TIMES/WALL STREET JOURNAL, CURRENT MONTH SETTLE PRICE, PREVIOUS DAY CLOSING.
ALUMINUM: METALS WEEK - INGOT.
LEAD: LONDON METALS EXCHANGE (LME) SETTLE PRICE.
STEEL: AMERICAN METALS MARKET - COLD ROLLED SHEET CLASS 1.

RETURNABLE REEL CHARGES MAY APPLY AS APPLICABLE.

(END OF QUOTATION)

THE OKONITE COMPANY

SPECIAL NOTE CONCERNING METALS

Due to the volatility of metals, we at Okonite wanted to clearly state our policy regarding the firming of metals.

On the last page of our quote we indicate under the clause "Escalation" that "Prices quoted herein are those in effect today…and are subject to metals escalation or de-escalation at time of shipment." This includes stock cables that ship out a day or two after the purchase order is received.

Okonite will firm metals ONLY if the customer asks for firm metals.
For cables that are special manufactured items or for stock cables that are not currently in stock, Okonite can firm metals by purchasing the metals on the futures market. Prices for stock cables are firmed by purchasing the metals at the current market level which subsequently creates a new firm price for the items being ordered.

Please make sure you know exactly what is quoted and talk to your salesperson or customer service representative at Okonite if you have any questions about metals.

Dan Payton – District Manager
Kansas City District Office
The Okonite Company

8/27/12

Terms and Conditions of Sale

1. ACCEPTANCE
This document is not an expression of acceptance or confirmation of any terms or conditions contained in Purchaser's request for quotation or similar document. Seller's offer set forth herein to supply products to Purchaser is conditioned upon Purchaser's assent to all of the terms and conditions contained herein. Purchaser's assent shall be deemed to have been given in any one or more of the following ways: (i) the submission by Purchaser of a purchase order with respect to any one or more of the products enumerated herein notwithstanding the inclusion of additional or inconsistent terms thereon all of which are hereby rejected; (ii) the submission by Purchaser to Seller of any instructions relating to the products; (iii) acceptance by Purchaser of the products; (iv) any other conduct by Purchaser consistent with the existence of an agreement whereby Seller is to supply products on the terms and conditions stated herein.

2. QUANTITIES
The prices, deliveries and reels listed in this quotation are based on the quantities indicated. If the quantities ordered, or released for production, or the number of reels required, differ from those listed, we reserve the right to revise our quotation accordingly.

3. LENGTHS
If lengths longer than those quoted, or exact lengths, with no tolerance are ordered, price revision may be required.

4. ACCEPTANCE PERIOD
Prices quoted herein unless otherwise specified must be accepted within 30 days. After 30 days, or in the event of a Declaration of War or a National Emergency, prices are immediately subject to renegotiation.

5. SALES AND SIMILAR TAXES
These prices do not include sales, use, excise or similar taxes, consequently, in addition to the prices specified herein, the amount of any present or future sales, use, excise or other similar tax applicable to the sales of the products hereunder shall be paid by the Purchaser.

6. FACTORY ACKNOWLEDGMENT
All orders are subject to written acceptance at our factory. Once an order is accepted by Seller, and in production, changes or cancellations may be subject to a charge for the work performed.

7. RISK OF LOSS
Products shipped at Purchaser's risk where terms are F.O.B. shipping point - not insured unless so ordered.

8. INSPECTION and SHIPPING RELEASE
(Except Paper Power Cable) If this quotation results in an order which is released by the Purchaser for processing, the Purchaser agrees to inspect and/or release the products for shipment within thirty (30) days after receipt of notification from Seller that processing of products has been completed. If the Purchaser does not release the products for shipment within said (30) thirty days, Seller reserves the right to invoice the Purchaser for the products. Seller further reserves the right to invoice the Purchaser and additional charge for storage at 1% of the selling price per month effective thirty (30) days after notifying the Purchaser that processing has been completed.

9. DELAY
Seller shall not be liable for any delay in performance or in the delivery or shipment of products hereunder or for any damages suffered by Purchaser by reason of such delay, when such delay is directly or indirectly, caused by or in any manner arises from fires, floods, accidents, riots, mobilizations, war, rebellions, revolutions, blockades, hostilities, governmental regulations, requirements, restrictions or interference, embargoes, strikes, lockouts, differences with workmen or other industrial disturbances, inadequate transportation facilities or other difficulties, shortages of labor, fuel, material supplies or power, or any other cause or causes (whether or not similar in nature to any of those herein before specified) beyond Seller's control. This order shall be deemed to be suspended so long as any such causes prevent or delay the execution. Seller agreeing to make and Purchaser to accept deliveries whenever such causes have been remedied. Seller's delivery date is its best estimate and Seller shall endeavor to deliver by such date, however, such date shall not limit or commit Seller to deliver by such date.

10. REELS
Non-returnable type reels are used whenever possible. When cable must be shipped on returnable type reels., they are not included in price of cable, but are charged separately and shall be paid at the amount charged, net thirty (30) days, without discount. If such reels are returned to the point of origin or other specified location in good condition, freight collect, a percentage of the deposit will be refunded according to the terms below:

Time from Date of Invoice	Percent of Refund
0 - 1 years	100%
1 - 2 years	75%
Over 2 years	Contact Okonite to arrange partial refund.

The toll free number to call for reel return instructions is (800) 631-7188. Any such reels requiring repairs will be accepted at the option of Seller, in which case a reasonable charge for repair will be deducted from the amount of the refund. No credit will be allowed for return of wood lagging.

11. WARRANTY AND LIMITATION OF LIABILITY
(a) WARRANTIES: Seller hereby extends the following warranties, subject in each case to the remedy and limitations set forth respectively in subparagraphs (b) and (c) below:

(i) For Paper Power Cable Only
All of Seller's paper power cable is manufactured and tested in accordance with the A.E.I.C. Impregnated Paper Insulated Cable Specifications in effect at the date hereof.
Seller agrees to replace (supply new cable) for (1) any length of cable found defective in material or workmanship during the installation of the cable or (2) any length of cable failing during normal and proper use within one year of the date of placing in service which shows defects in materials or workmanship, provided in each case that immediate written notice of such failure is given to the manufacturer and that he is given all reasonable opportunity to inspect such failure.
The date of placing in service is to be interpreted as the date on which operating voltage was first applied, but in no case shall it be later than six months after the shipment of the cable from the factory or, if shipment is delayed at the request of the purchaser, not later than six months after completion and preparation for shipment.

(ii) For Submarine Cable Only
Owing to the hazards attending the installation and operation of submarine cable. Seller's warranty shall terminate when the cable has successfully met the factory tests prescribed by the specifications under which the cable was manufactured.

(iii) All Other Products
Seller warrants that any products of its own manufacture will be free from defect in materials or workmanship for a two year period commencing with the date of shipment to the Purchaser.

(b) REMEDY: Seller will replace any products of its own manufacture which fail to meet the applicable warranty set forth in subparagraphs (a) above. All products which have been replaced by Seller shall become the property of Seller and shall be made available by Purchaser at Purchaser's site.

(c) LIMITATION OF LIABILITY: Except as set forth in subparagraphs (a) and (b). NO OTHER WARRANTY OR REMEDY, EXPRESSED OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS) SHALL EXIST IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE OR USE OF ANY OF THE PRODUCTS DESCRIBED HEREIN. IN ADDITION, SELLER'S WARRANTY DOES NOT COVER AND SELLER SHALL HAVE NO LIABILITY WITH RESPECT TO: (i) Matters not reported to Seller in writing within two years of the date of their shipment by Seller to Purchaser, (ii) Failure or damage due to misapplication, abuse, improper installation, corrosive matter or abnormal conditions of use, (iii) Products which have been altered in any way after leaving Seller's plant, (iv) The fitness of the products sold for the purpose or use intended by Purchaser, (v) Products damaged in shipment or otherwise damaged through no fault of Seller, (vi) Expenses incurred by Purchaser for installation of products prior to discovery of the alleged defect or expenses incurred in an attempt to correct the same, (vii) Expenses incurred by Purchaser for removal of non-conforming products and/or expenses for the installation of replacement products, (viii) Products which are not of Seller's manufacture but Seller will assign to Purchaser any warranties extended by the manufacturer in question, (ix) Commercial loss of any kind including loss of use of Purchaser's facility, interruption, loss of time, inconvenience, liabilities of Purchaser to its customers or other third parties and all other direct or indirect consequential damage, loss, cost or expense, (x) Products which Seller is not afforded a reasonable opportunity to inspect and test after Seller has received notice of alleged defects. (xi) Failure or damage which can not conclusively be proven to have proximately and solely resulted from defect in materials or workmanship.

12. RETURNS
No returns of products accepted unless previously authorized in writing.

13. DEFINITIONS
"Seller" shall refer to The Okonite Company; "Purchaser" shall refer to the person indicated on the face of this form in the space entitled "Quotation Prepared For".

14. UNPAID INVOICES
Seller may refuse to ship any products contemplated herein if Purchaser is delinquent in the payment of any invoices or other indebtedness owing to Seller. A service charge of 1 ½% per month (18% per annum) will be imposed by Seller on all past due invoices.

15. ESCALATION
Prices quoted herein are those in effect today, and are predicated on immediate release for manufacture and shipment as soon as completed. Unless otherwise noted, these prices shall be adjusted only for changes in the price of metals (copper, steel, lead or aluminum), which may occur between the date of quotation and the dates shipments are made.

Terms and Conditions of Sale

Cutting Charges

On requested lengths of stock cables deviating from our standard reel lengths, the following cutting charges apply on each cut length of 500' or less.

Net Per Cut and Not Per 1000 Feet

Cable Diameter	Cutting Charge
1.25" and smaller	$25.00
1.26" to 2.5" inclusive	$35.00
larger than 2.5"	$40.00

Cutting charges apply in addition to paralleling when applicable.

Reel Charges

On requested lengths of stock cables of 500 feet or less, an additional reel charge applies. Contact your local Okonite Sales Representative to determine appropriate reel size and applicable charge. See Section 1: Sheet 5 for current reel prices.

Paralleling Charges

Where multiple lengths are required to be paralleled on reels the following net prices per reel apply:

Paper Power Cable — $25.00 per reel of paralleled cable.

All Other Products — Net price per reel as shown in following table:

Size	2 Condr.	3 Condr.	4 Condr.
Up to No. 2 inclusive	$58.00	$73.00	$94.00
#1 AWG through 250 MCM	$61.00	$79.00	$118.00
350 MCM through 500 MCM	$75.00	$101.00	$151.00
600 MCM through 1000 MCM	$82.00	$115.00	$179.00

Pulling Eyes or Bolts

These are supplied attached to cable lengths at prices shown below. These materials become property of Purchaser.

All Rubber, Plastic and Paper Insulated Cables

Single Eyes — On Single cables or each conductor of a triplexed cable:

Size	Per Each
1/0 AWG through 4/0 AWG	$130.00
250 MCM through 1000 MCM	$210.00
Over 1000 MCM	$310.00

Common Eyes — On 3 conductor or Triplexed Cables

Size	Per Each
#2 AWG through 4/0 AWG	$280.00
250 MCM through 500 MCM	$430.00
600 MCM through 1000 MCM	$530.00

Wire Armored Cables (Vertical Riser, Submarine)

A Pulling Loop formed from the Armor Wires @ $300.00 each net

THE OKONITE COMPANY
Ramsey, New Jersey 07446