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## CITY COUNCIL AGENDA

**Wednesday, February 3, 2020**

**7:00 p.m.**

**HYBRID**

**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 Manager Report
  - a. WTP Update
  - b. CDBG Housing Rehab/Demo Grant
  - c. Sports Complex/Cemetery Real Estate
  - d. SRTS 2C Update
  - e. Solar PPA Update
  - f. Sales Tax
- C. Community Development Report
- D. Transportation Department Report

**4. PUBLIC COMMENT**

- A. Michelle Heidrick Isle of Lights Report

**5. CONSENT AGENDA**

- A. 1/21/20 City Council Meeting Minutes
- B. Appropriations 2A

**6. ORDINANCES**

- A. Ordinance 2284 AMENDING SECTION 15-401 CONCERNING THE REMOVAL OF SNOW AND ICE FROM SIDEWALKS.

**7. RESOLUTIONS**

- A. None

**8. CLOSED SESSION**

- A. None

**9. FORMAL ACTIONS**

- A. Isle of Lights 2021-2022 Contract
- B. CCLIP KDOT Agreement (S. Hwy 14)

**10. ADJOURNMENT**

### ***WORK SESSION AGENDA***

**1. CORRESPONDENCE AND STAFF REPORTS**

- A. City Attorney Report
- B. City Manager Report

**2. DISCUSSION ITEMS**

- A. Capital Improvement Plan Review

**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.**

Topic: City of Beloit Council Meeting 02/03/2021  
Time: Feb 3, 2021 07:00 PM Central Time (US and Canada)

Join Zoom Meeting  
<https://us02web.zoom.us/j/82943058606>

Meeting ID: 829 4305 8606  
Passcode: 993201

OR BY PHONE  
+1 312 626 6799 US

Meeting ID: 829 4305 8606  
Passcode: 993201

BELOIT CITY COUNCIL MEETING MINUTES  
January 20, 2021

The Beloit City Council met in regular session on January 20, 2021 in the Council Chambers and via Zoom. Mayor Tom Naasz called the meeting to order at 7:00 p.m. Council Members in attendance were Andrew Grabon, Jamie Meier, Lee McMillan, Tony Gengler, Matt Otte, and Todd Adolph. Also present was City Attorney Katie Schroeder, City Manager Jason Rabe, and City Clerk Amanda Lomax.

Department Heads in attendance were Heather Hartman and Dave Elam.

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

City Manager Jason Rabe discussed the following:

1. Water Treatment Plant update – Tetra Tech and Schwab-Eaton have been working on design and will probably start attending meetings to update on progress.
2. HEAL Committee – Stephanie Simmons has been working on big grant for different projects.
3. The contractors for Safe Routes to School 2C have started construction.
4. North Walnut Project – engineers have been working on the planning and one-call flags are all over.
5. North Campus HVAC update – the boiler is gone, Parks and Recreation moved their office into that building, LEC's HVAC system is completed.
6. CIP update – will re-send survey to those who have not had a chance to complete.
7. 8<sup>th</sup> Street Crosswalk crossing – still trying to coordinate with KDOT.
8. Water meter system – addressing node failure with Mueller.

Police Chief Dave Elam reported on year end statistics for the police department.

Community Development Director Heather Hartman update council on ongoing projects.

A motion was made by Councilor Meier and seconded by Councilor Gengler to approve the January 6, 2021 Council Meeting Minutes, and Appropriations 1B in its entirety. Roll call votes yeas: Grabon, McMillan, Otte, Adolph, Meier, and Gengler. Motion carried 6-0. Nays: None.

A motion was made by Councilor Adolph and seconded by Councilor Meier to approve Charter Ordinance 20 Amending the Wards, Elections, and Five Member Council. Roll call yeas: McMillan, Otte, Grabon, Gengler, Meier, Adolph, and Mayor Naasz. Motion carried 7-0. Nays: None.

A motion was made by Councilor Grabon and seconded by Councilor Gengler to approve Resolution 2021-1 Fee Schedule. Roll call vote yeas: Adolph, Meier, Gengler, McMillan, Grabon, and Otte. Motion carried 6-0. Nays: None.

A motion was made by Councilor Meier and seconded by Councilor Adolph to approve Resolution 2021-2 GAAP Waiver. Roll call vote yeas: Otte, Gengler, McMillan, Adolph, Grabon, and Meier. Motion carried 6-0. Nays: None.

A motion was made by Councilor Gengler and seconded by Councilor Grabon to approve CDBG Grant Amendment to extend the grant deadline by 90 days. Roll call vote yeas: McMillan, Otte, Gengler, Meier, Grabon, and Adolph. Motion carried 6-0. Nays: None.

A motion was made by Councilor Adolph and seconded by Councilor Meier to approve the appointment of City Manager Jason Rabe as Director #1 voting delegate for the KMEA Board of Directors. Roll call vote yeas: Adolph, Otte, Meier, McMillan, Gengler, and Grabon. Motion carried 6-0. Nays: None.

A motion was made by Councilor Meier and seconded by Councilor Gengler to approve the Solar Trail Aggregate for the Riverfront Trail in the amount of \$14,000.00. Roll call vote yeas: Meier, Adolph, Gengler, Grabon, McMillan, and Otte. Motion carried 6-0. Nays: None.

A motion was made by Councilor Grabon and seconded by Councilor Meier to approve the Pivot Relocation to be done by Republican Valley Irrigation in the amount of \$13,869.00. Roll call vote yeas: Otte, McMillan, Grabon, Gengler, Adolph, and Meier. Motion carried 6-0. Nays: None.

A motion was made by Councilor Gengler and seconded by Councilor McMillan to re-appoint Councilor Andrew Grabon as Council President. Roll call vote yeas: McMillan, Grabon, Otte, Gengler, Adolph, and Meier. Motion carried 6-0. Nays: None.

A motion was made by Councilor Adolph and seconded by Councilor Gengler to approve going into closed session for the discussion of the acquisition of real property pursuant to K.S.A. 75-4319(b)(6) for a period of 10 minutes. Roll call vote yeas: Meier, Grabon, Otte, Gengler, McMillan, and Adolph. Motion carried 6-0. Nays: None. Time started: 7:42 p.m. Time ended: 7:52 p.m.

A motion was made by Councilor Grabon and seconded by Councilor Adolph to continue with the land purchase from the Mitchell County Fair Board. Roll call vote yeas: Meier, Grabon, Otte, Gengler, McMillan, and Adolph. Motion carried 6-0. Nays: None.

A motion was made by Councilor Meier and seconded by Councilor Gengler and to adjourn the meeting. Roll call vote yeas: Adolph, Otte, Gengler, Grabon, Meier, and McMillan. Motion carried 6-0. Nays: None. The meeting ended at 7:54 p.m.

Work Session began at 7:54 p.m. Council Members in attendance were Andrew Grabon, Lee McMillan, Tony Gengler, Todd Adolph, Matt Otte, and Jamie Meier. Also present was City Attorney Katie Schroeder, City Manager Jason Rabe, and City Clerk Amanda Lomax.

City Attorney Katie Schroeder and City Manager Jason Rabe went over proposed draft of the Solar PPA for the Beloit Solar Farm project.

City Manager Jason Rabe said there will be a bid going out for a library replacement roof and the board has agreed to pay for half the cost.

Work Session Ended: 8:28 p.m.

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TOM NAASZ, Mayor

ATTEST:

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AMANDA LOMAX, City Clerk

## Accounts Payable Detail Listing

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	<u>Account#</u>	<u>Work Order</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>					
<b>9</b>	<b>ACKERMAN SUPPLY</b>									
82288	2/5/2021 2/5/2021	150.44								Posted
	10-18-4300		309937-SERVICE CORD	99.60✓	0.00					
	10-18-6000		309956-CHAIN & CONNECTORS	50.84✓	0.00					
				150.44✓	0.00					
82298	2/5/2021 2/5/2021	119.99	310310							Posted
	53-41-4330		FUEL NOZZLE	119.99✓	0.00					
82334	2/5/2021 2/5/2021	259.98	310433							Posted
	53-43-2911		BOOTS	259.98✓	0.00					
<b>11</b>	<b>ADVANCE INSURANCE COMPANY</b>									
82322	2/5/2021 2/5/2021	788.75								Posted
	21-00-2100		FEBRUARY 2021 LIFE INS. PREMIUMS	788.75✓	0.00					
<b>558</b>	<b>AFLAC</b>									
82108	1/8/2021 1/8/2021	291.54								Posted
	10-00-2035		125 Plan	74.52✓	0.00					
	52-00-2035		125 Plan	68.82✓	0.00					
	53-00-2035		125 Plan	148.20✓	0.00					
				291.54✓	0.00					
82109	1/8/2021 1/8/2021	40.32								Posted
	10-00-2035		AFLAC Rider	40.32✓	0.00					
82269	1/22/2021 1/22/2021	291.54								Posted
	10-00-2035		125 Plan	74.52✓	0.00					
	52-00-2035		125 Plan	68.82✓	0.00					
	53-00-2035		125 Plan	148.20✓	0.00					
				291.54✓	0.00					
82270	1/22/2021 1/22/2021	40.32								Posted
	10-00-2035		AFLAC Rider	40.32✓	0.00					
<b>767</b>	<b>AIRGAS USA, LLC</b>									
82300	2/5/2021 2/5/2021	1,050.54								Posted
	53-41-6230		9800727142-PURCHASE CYLINDER	1,186.62✓	0.00					
	53-41-6230		9702333915-CREDIT ADJUST FOR RENT	0.00	61.48✓					
	53-41-6230		9702317954-CREDIT ADJUST FOR LEAS	0.00	74.60✓					
				1,186.62✓	136.08✓					
<b>3148</b>	<b>AMERICAN AG &amp; AUTO</b>									
82290	2/5/2021 2/5/2021	257.60	23691							Posted
	10-13-7420		TOW BILL	257.60✓	0.00					
<b>AMERICAN FIDELITY-SUPPLEMENTAL INSURANCE</b>										
82120	1/8/2021 1/8/2021	733.40								Posted
	21-00-2035		AF-125 PLAN SUPPLEMENTAL	733.40✓	0.00					
82121	1/8/2021 1/8/2021	649.28								Posted
	21-00-2035		AF-RIDER SUPPLEMENTAL	649.28✓	0.00					
82281	1/22/2021 1/22/2021	745.45								Posted
	21-00-2035		AF-125 PLAN SUPPLEMENTAL	745.45✓	0.00					
82282	1/22/2021 1/22/2021	655.05								Posted
	21-00-2035		AF-RIDER SUPPLEMENTAL	655.05✓	0.00					
<b>3253</b>	<b>AT&amp;T MOBILITY</b>									
82291	2/5/2021 2/5/2021	360.96	287289769859X01							Posted
	10-13-5310		PD PHONES	360.96✓	0.00					
<b>1528</b>	<b>JAKE BAXA</b>									
82343	12/31/2020 2/5/2021	5,000.00								Posted
	10-11-6600		69-HOUSING DEMO-511 W COURT-REIM	2,500.00✓	0.00					
	10-11-6600		68-HOUSING DEMO-208 S WASHINGTON	2,500.00✓	0.00					
				5,000.00✓	0.00					
<b>73</b>	<b>BELOIT JR SR HIGH SCHOOL</b>									
82340	12/31/2020 2/5/2021	65.00								Posted
	10-11-5400		2020-2021 YEARBOOK AD	65.00✓	0.00					
<b>669</b>	<b>BLADE-EMPIRE PUBLISHING</b>									
82289	2/5/2021 2/5/2021	78.27								Posted
	10-17-6400		1 YR SUBSCRIPTION-PARKS & REC	78.27✓	0.00					

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	<u>Account#</u>	<u>Work Order</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>					
88	<b>BLUE CROSS &amp; BLUE SHIELD INSURANCE (continued)</b>									
82323	2/5/2021 2/5/2021		32,195.83							Posted
	21-00-2100		FEBRUARY 2021 HEALTH INS. PREMIUM	32,195.83✓	0.00					
82344	1/31/2021 1/31/2021		36,422.23	1/20-1/26						Posted
	21-00-2100		WEEKLY CLAIMS 1/20/21-1/26/21	36,422.23✓	0.00					
82345	1/31/2021 1/31/2021		1,680.95	1/27-1/31						Posted
	21-00-2100		WEEKLY CLAIMS 1/27/21-1/31/21	1,680.95✓	0.00					
2994	<b>CINTAS FIRE 636525</b>									
82324	2/5/2021 2/5/2021		1,185.68	019P513852						Posted
	10-22-3000		EXTINGUISHER INSPECTION	458.59✓	0.00					
	10-15-3000		EXTINGUISHER INSPECTION	727.09✓	0.00					
				1,185.68✓	0.00					
537	<b>GALLS, LLC</b>									
82292	2/5/2021 2/5/2021		90.91	017358158						Posted
	10-13-2911		BOOTS	90.91✓	0.00					
3375	<b>GLASSMAN CORPORATION</b>									
81996	12/31/2020 12/31/2020		23,514.40							Ck# 82521 Printed
	30-00-3000		APP #6 MITCH CO LEC HVAC PROJECT	23,514.40✓	0.00					
2573	<b>HEATHER HARTMAN</b>									
82339	12/31/2020 2/5/2021		920.85							Posted
	26-00-5800		REIMBURSEMENT FOR MILEAGE-SEPT-	371.90✓	0.00					
	26-00-5800		REIMBURSEMENT FOR ZOOM LICENSE	88.95✓	0.00					
	26-00-5310		REIMBURSEMENT FOR PHONE-SEPT-J/	460.00✓	0.00					
				920.85✓	0.00					
2659	<b>HAWKINS</b>									
82311	2/5/2021 2/5/2021		2,977.40	4860736						Posted
	51-41-6170		GLASS, ALUMINUM SULFATE LIQUID	2,977.40✓	0.00					
12089	<b>HORNBY DESTONY/ALCON ALICIA</b>									
82286	1/31/2021 1/31/2021		39.97							Posted
	53-00-2040		Deposit refunded for 516 E COURT (Custc	39.97✓	0.00					
1803	<b>VICKI JACKSON</b>									
82293	2/5/2021 2/5/2021		440.10							Posted
	10-12-3320		FINAL RESTITUTION-DOG BITE-202000C	440.10✓	0.00					
3236	<b>KANSAS</b>									
82321	2/5/2021 2/5/2021		28.00							Posted
	10-11-6400		SUBSCRIPTION RENEWAL-2 YR	28.00✓	0.00					
1027	<b>KANSAS MAYORS ASSOCIATION</b>									
82325	2/5/2021 2/5/2021		50.00	2956						Posted
	10-11-5410		2021 KMA MEMBERSHIP DUES	50.00✓	0.00					
367	<b>KANSAS MUNICIPAL UTILITIES</b>									
82301	2/5/2021 2/5/2021		11,316.00	15756						Posted
	53-41-5410		2021 KMU MEMBERSHIP DUES	11,316.00✓	0.00					
375	<b>KANSAS STATE TREASURER</b>									
82341	12/31/2020 2/5/2021		480.50							Posted
	10-12-3000		JUDICIAL BRANCH EDU FUND-NOV-DEC	98.00✓	0.00					
	10-12-3000		LETCF-NOV-DEC	382.50✓	0.00					
				480.50✓	0.00					
1887	<b>KMEA GRDA OPERATING FUND</b>									
82303	2/5/2021 2/5/2021		87,196.05	GRDA-BE-21-02						Posted
	53-41-6220		FEBRUARY SERVICE	87,196.05✓	0.00					
556	<b>KMEA WAPA OPERATING FUND</b>									
82304	2/5/2021 2/5/2021		11,948.06	WAPA-BL-21-01						Posted
	53-41-6220		JANUARY SERVICE	11,948.06✓	0.00					
366	<b>KMEA/KMGA</b>									
82302	2/5/2021 2/5/2021		980.60	KMGA-BE-2020-12						Posted
	53-41-6210		DECEMBER SERVICE	980.60✓	0.00					
3170	<b>KRIZ-DAVIS/BORDER STATES ELECTRIC SUPPLY</b>									
82305	2/5/2021 2/5/2021		191.54	921407671						Posted
	53-43-6000		BUCKET HOOKS & APRON	191.54✓	0.00					

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City of Beloit

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1037	<b>LATTIN AVIATION-TRAVIS LATTIN (continued)</b>							
82326	2/5/2021	2/5/2021	1,200.00					Posted
	10-22-3000			SERVICE CONTRACT-FEBRUARY			1,200.00 ✓	0.00
188	<b>LAWSON PRODUCTS INC</b>							
82335	2/5/2021	2/5/2021	245.79	9308137278				Posted
	53-43-6000			WIPES & TOWELLETES			81.93 ✓	0.00
	52-43-6000			WIPES & TOWELLETES			81.93 ✓	0.00
	51-43-6000			WIPES & TOWELLETES			81.93 ✓	0.00
							<u>245.79 ✓</u>	<u>0.00</u>
409	<b>LIGHT &amp; WATER UTILITIES</b>							
82308	2/5/2021	2/5/2021	28,589.17					Posted
	10-11-6220			ADMIN			2,876.83 ✓	0.00
	10-11-6220			ADMIN SHARE			52.33 ✓	0.00
	10-13-6220			PD SHARE			52.33 ✓	0.00
	51-41-6220			WATER SHARE			52.33 ✓	0.00
	10-14-6220			FIRE DEPT			201.61 ✓	0.00
	10-15-6220			TRANSPORTATION			357.14 ✓	0.00
	10-18-6220			PARKS & REC			867.97 ✓	0.00
	10-20-6220			CEMETERY			289.41 ✓	0.00
	10-22-6220			AIRPORT			254.41 ✓	0.00
	51-41-6220			WATER PLANT			9,879.25 ✓	0.00
	52-41-6220			SEWER PLANT			10,674.22 ✓	0.00
	53-41-6220			POWER PLANT			482.09 ✓	0.00
	51-43-6220			WATER SYSTEMS			160.56 ✓	0.00
	52-43-6220			SEWER SYSTEMS			160.55 ✓	0.00
	53-43-6220			SYSTEMS OP SHARE			160.55 ✓	0.00
	51-43-6220			SYSTEMS OP SHARE			43.93 ✓	0.00
	52-43-6220			SYSTEMS OP SHARE			43.93 ✓	0.00
	53-43-6220			SYSTEMS OP SHARE			43.92 ✓	0.00
	10-13-6220			PD SHARE			43.92 ✓	0.00
	53-43-6220			ELECTRIC SYSTEMS			67.57 ✓	0.00
	10-19-6220			NORTH CAMPUS			1,718.81 ✓	0.00
	10-21-6220			POOL			86.18 ✓	0.00
	10-13-6220			PD			19.33 ✓	0.00
							<u>28,589.17 ✓</u>	<u>0.00</u>
3352	<b>MCMILLAN AG REPAIR &amp; SERVICE</b>							
82312	2/5/2021	2/5/2021	75.63	83				Posted
	51-43-4330			SQUARE TUBING			75.63 ✓	0.00
2726	<b>MID-AMERICAN RESEARCH CHEMICAL</b>							
82314	2/5/2021	2/5/2021	287.56					Posted
	52-41-6000			0722206-IN-GLOVES			133.78 ✓	0.00
	52-41-6000			0721685-IN-DISINFECTANT TOWELS			153.78 ✓	0.00
							<u>287.56 ✓</u>	<u>0.00</u>
3024	<b>MIDWEST ELECTRIC &amp; MACHINE</b>							
82306	2/5/2021	2/5/2021	9,393.14					Posted
	53-41-4360			17521E-EATON BASKET STRAINER			8,395.15 ✓	0.00
	53-41-4330			17522E-BASKET & GASKET			997.99 ✓	0.00
							<u>9,393.14 ✓</u>	<u>0.00</u>
1018	<b>MANFRED MILBERS</b>							
82299	2/5/2021	2/5/2021	150.00					Posted
	53-41-2911			BOOT REIMBURSEMENT			150.00 ✓	0.00
459	<b>MISSISSIPPI LIME CO</b>							
82313	2/5/2021	2/5/2021	6,472.58	1530390				Posted
	51-41-6170			QUICKLIME			6,472.58 ✓	0.00
470	<b>MITCHELL COUNTY SOLID WASTE</b>							
82310	2/5/2021	2/5/2021	26.00					Posted
	51-43-3000			017275A-LUMBER DISPOSAL			16.00 ✓	0.00
	52-41-3000			006752-TRASH			10.00 ✓	0.00
							<u>26.00 ✓</u>	<u>0.00</u>
3091	<b>MSDSOONLINE, INC</b>							

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	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
3091	<b>MSDSONLINE, INC (continued)</b>							
82337	2/5/2021	2/5/2021	2,799.00	232667				Posted
	10-11-3000			MSDS SERVICE			466.50✓	0.00
	10-13-3000			MSDS SERVICE			466.50✓	0.00
	10-15-3000			MSDS SERVICE			466.50✓	0.00
	51-43-3000			MSDS SERVICE			466.50✓	0.00
	52-43-3000			MSDS SERVICE			466.50✓	0.00
	53-43-3000			MSDS SERVICE			466.50✓	0.00
							2,799.00✓	0.00
342	<b>MUNICIPAL SUPPLY INC. OF NEBRASKA</b>							
82315	2/5/2021	2/5/2021	314.03					Posted
	51-43-6080			0786505-IN-CORP STOP CPLGS			745.44✓	0.00
	51-43-6080			0786504-IN-CURB KEY			53.90✓	0.00
	51-43-6080			0786867-IN-REPAIR CLAMP			143.49✓	0.00
	51-43-6080			0786886-CM-REPAIR CLAMP RETURN			0.00	170.91✓
	51-43-6080			0785643-IN-OVERPAYMENT ON INVOICE			0.00	170.91✓
	51-43-6080			0785644-IN-OVERPAYMENT ON INVOICE			0.00	286.98✓
							942.83✓	628.80✓
3291	<b>NARTEC, INC</b>							
82294	2/5/2021	2/5/2021	89.63	15437				Posted
	10-13-6000			DRUG TEST KITS			89.63✓	0.00
2301	<b>NEX-TECH WIRELESS</b>							
82295	2/5/2021	2/5/2021	590.88	8057954				Posted
	10-13-5310			PD PHONES			590.88✓	0.00
82297	2/5/2021	2/5/2021	98.46	8061068				Posted
	25-00-7450			STREET DEPT.-PHONE BILL			98.46✓	0.00
82342	12/31/2020	1/31/2021	98.43	7989070				Posted
	25-00-7450			STREET DEPT.-PHONE BILL			98.43✓	0.00
2897	<b>OFFICE DEPOT, INC.</b>							
82296	2/5/2021	2/5/2021	113.97					Posted
	10-12-6110			150613813002-INK			113.89✓	0.00
	10-12-6110			150613631001-TISSUE, TAPE, FOLDERS			0.08✓	0.00
							113.97✓	0.00
2380	<b>OFFICE OF THE STATE TREASURER</b>							
82320	2/5/2021	2/5/2021	22,475.00	R1210301110848				Posted
	30-00-9806			GO BOND-STREET IMPROVEMENTS			22,475.00✓	0.00
3197	<b>PLATINUM CHEMICALS, INC</b>							
82316	2/5/2021	2/5/2021	398.00	5023-13				Posted
	52-41-6000			FACILITY TOWELS			199.00✓	0.00
	51-41-6000			FACILITY TOWELS			199.00✓	0.00
							398.00✓	0.00
534	<b>PORT LIBRARY</b>							
81995	12/31/2020	12/31/2020	46,000.00					Ck# 82522 Printed
	22-00-3200			LIBRARY PAYMENT			46,000.00✓	0.00
1335	<b>PUR- O- ZONE, INC.</b>							
82328	2/5/2021	2/5/2021	296.28	823323				Posted
	10-11-6000			GLOVES			296.28✓	0.00
2979	<b>RAY'S APPLE MARKET</b>							
82309	2/5/2021	2/5/2021	56.87	2173				Posted
	51-41-6110			BOUNTY, WATER, VINEGAR			56.87✓	0.00
82319	2/5/2021	2/5/2021	58.75	8363				Posted
	10-11-6000			KLEENEX, COFFEE, UTENSILS, WATER			58.75✓	0.00
82327	2/5/2021	2/5/2021	59.66	2531				Posted
	10-11-6000			KLEENEX & COFFEE			59.66✓	0.00
2703	<b>SOLOMON VALLEY BANK</b>							
81997	12/31/2020	12/31/2020	8,893.01	40691				Ck# 82523 Printed
	10-13-7420			PD LEASE PAYMENT FOR 2019 DODGE			8,893.01✓	0.00
84	<b>ST JOHN'S SCHOOL - CROSSWALK GUARD</b>							
82330	2/5/2021	2/5/2021	85.00					Posted
	10-13-3000			CROSSWALK-17 DAYS @ 5.00			85.00✓	0.00



# Accounts Payable Detail Listing

City of Beloit

**Vend# Vendor Name**

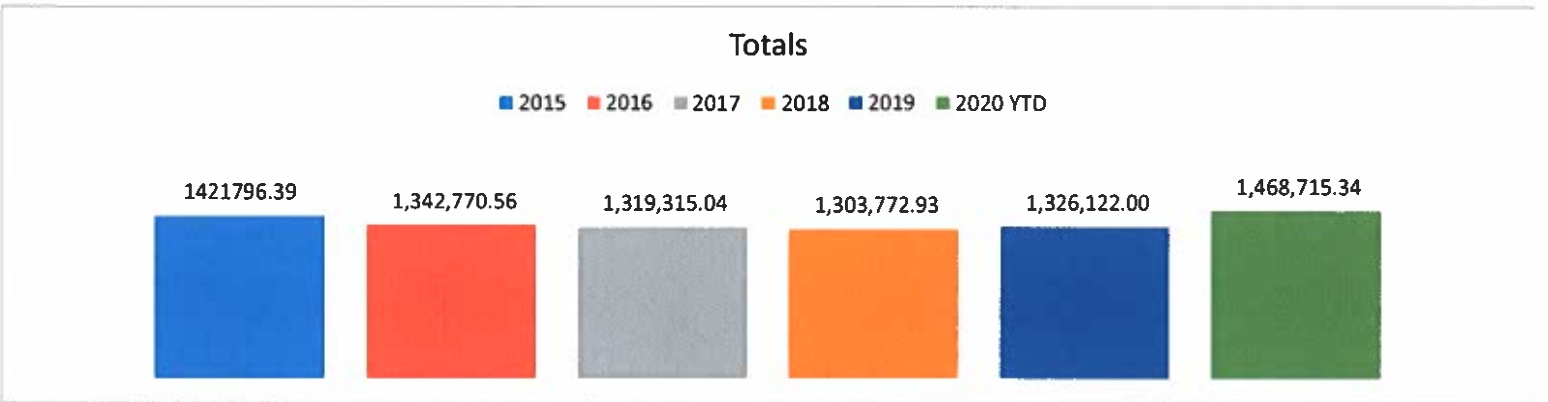
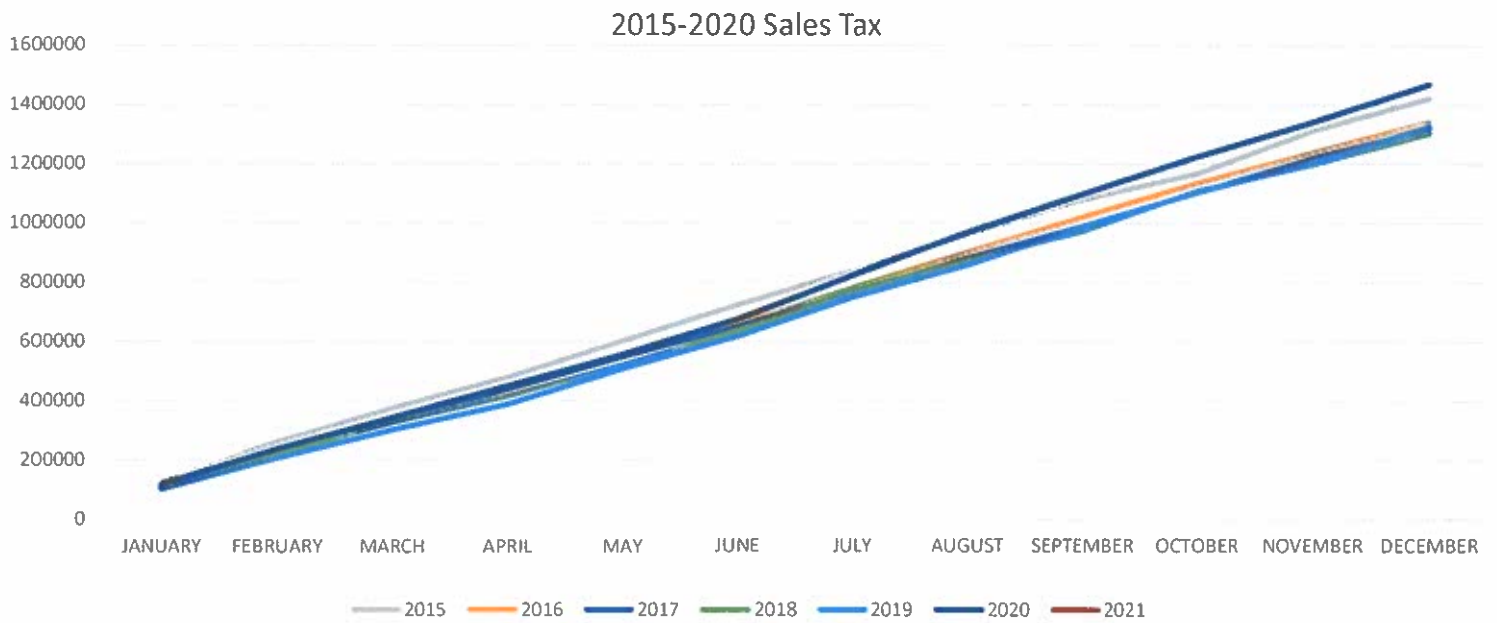
Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status
	Account#	Work Order		Description			Debit	Credit
643	<b>STANION WHSE ELECTRIC COMPANY (continued)</b>							
82336	2/5/2021	2/5/2021	1,555.96					Posted
	53-43-6000			5064207-00-WIRE			977.47✓	0.00
	53-43-6000			5064196-00-CONNECTORS			578.49✓	0.00
							<u>1,555.96✓</u>	<u>0.00</u>
12420	<b>STEWART TRISTON</b>							
82287	1/31/2021	1/31/2021	105.33					Posted
	53-00-2040			Deposit refunded for 201 S POPLAR (Cust			105.33✓	0.00
3073	<b>U.S. BANK EQUIPMENT FINANCE</b>							
81994	12/31/2020	12/31/2020	0.00	431070481				**VOID**
	10-13-7460			INV. 431070481-PD COPIER			194.92✓	0.00
697	<b>USD 273</b>							
82329	2/5/2021	2/5/2021	312.00					Posted
	10-13-3000			CROSSWALK-16 DAYS @ 19.50			312.00✓	0.00
702	<b>UTILITY SERVICE CO., INC.</b>							
82317	2/5/2021	2/5/2021	13,643.82	525436				Posted
	51-41-3000			ANNUAL FOR 500,000 GAL ELEVATED T			13,643.82✓	0.00
2067	<b>VERIZON WIRELESS SERVICES, LLC</b>							
82331	2/5/2021	2/5/2021	208.20	9871431823				Posted
	10-11-5310			ADMIN			58.55✓	0.00
	53-43-5310			SYSTEMS			23.55✓	0.00
	52-43-5310			SYSTEMS			26.65✓	0.00
	51-43-5310			SYSTEMS			26.65✓	0.00
	51-41-5310			WATER PLANT STAND BY PHONE			22.26✓	0.00
	10-20-5310			CEMETERY			50.54✓	0.00
							<u>208.20✓</u>	<u>0.00</u>
82332	2/5/2021	2/5/2021	40.60	9871440976				Posted
	53-41-5310			POWER PLANT STAND BY PHONE			40.60✓	0.00
3377	<b>VISION CARE DIRECT</b>							
82333	2/5/2021	2/5/2021	1,327.52	71076				Posted
	21-00-2100			VISION INS			1,327.52✓	0.00
3409	<b>WEBBER-GROSS WELDING, LLC</b>							
82307	2/5/2021	2/5/2021	4,150.00	4207				Posted
	53-41-4330			REPAIR GENERATOR #5			4,150.00✓	0.00
734	<b>WESCO RECEIVABLES CORP</b>							
82338	2/5/2021	2/5/2021	802.90	994535				Posted
	53-43-6000			TRANSFORMER			802.90✓	0.00

374,250.67 70 Non-voided payables listed.

<p><b>Report Setup</b>                  AP - Accounts Payable Listing : Vendor Name                  Filter Options                  Starting: 12/31/2020                  Ending: 2/5/2021                  Banks: All                  Payable Status: Posted, Printed, ACH, Recorded, Voided,                  Unpaid                  All Vendors Selected</p>
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**CITY OF БЕЛОIT SALES TAX REVENUE**

	2015	2016	2017	2018	2019	2020	2021
JANUARY	\$ 125,983.23	\$ 117,774.02	\$ 102,747.05	\$ 109,162.19	\$ 100,234.82	\$ 114,533.69	\$ 121,165.54
FEBRUARY	\$ 134,134.78	\$ 109,648.83	\$ 118,085.61	\$ 109,501.08	\$ 104,748.92	\$ 120,470.44	
MARCH	\$ 115,205.86	\$ 109,246.42	\$ 103,763.45	\$ 106,384.25	\$ 94,525.59	\$ 105,946.59	
APRIL	\$ 103,651.62	\$ 99,984.99	\$ 113,938.45	\$ 89,916.96	\$ 87,499.43	\$ 107,404.22	
MAY	\$ 121,941.32	\$ 113,426.40	\$ 109,437.07	\$ 104,627.60	\$ 119,176.31	\$ 106,176.29	
JUNE	\$ 122,286.55	\$ 109,101.67	\$ 102,372.18	\$ 115,972.71	\$ 111,186.28	\$ 119,138.56	
JULY	\$ 117,642.41	\$ 122,005.99	\$ 110,024.70	\$ 133,246.04	\$ 131,660.73	\$ 149,419.31	
AUGUST	\$ 120,715.96	\$ 120,558.69	\$ 121,068.11	\$ 106,519.70	\$ 110,232.51	\$ 146,183.48	
SEPTEMBER	\$ 118,541.72	\$ 117,954.54	\$ 107,033.90	\$ 97,207.55	\$ 128,919.86	\$ 128,278.77	
OCTOBER	\$ 88,173.61	\$ 114,790.42	\$ 114,683.22	\$ 136,175.60	\$ 115,689.81	\$ 126,946.36	
NOVEMBER	\$ 144,227.38	\$ 104,749.92	\$ 115,654.49	\$ 90,159.84	\$ 103,917.93	\$ 116,822.90	
DECEMBER	\$ 109,291.95	\$ 103,528.67	\$ 100,506.81	\$ 104,899.41	\$ 118,329.81	\$ 127,394.73	
<b>Monthly Average</b>	<b>\$ 1,421,796.39</b>	<b>\$ 1,342,770.56</b>	<b>\$ 1,319,315.04</b>	<b>\$ 1,303,772.93</b>	<b>\$ 1,326,122.00</b>	<b>\$ 1,468,715.34</b>	<b>\$ 121,165.54</b>



## REQUEST FOR COUNCIL ACTION

**DATE:** 2/3/2021

**TITLE:** Ordinance 2284 Amending Section 15-401 Snow Removal

**ORIGINATING DEPARTMENT:**

Administration

**TYPE OF ACTION:**

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

**RECOMMENDATION:**

I recommend the council consider Ordinance 2284 Amending Section 15-401 Snow Removal.

**BACKGROUND:**

The City of Beloit has not reviewed the snow removal from sidewalks portion of the ordinance for several years. Currently, the section allows for the removal of snow within 12 hours after snow fall has ended. In reviewing other communities, this ranges from a "reasonable time", 5 hours, 12 hours, 24 hours, 36 hours, and 48 hours. The proposed language would still put a time constraint on the removal (tiered by residential at 48 hours, and 24 hours for commercial), but hopefully more closely align with the typical time frame that most properties are removing snow. Again, the council can choose to leave it at the status quo or modify the proposed time frames as seen fit. This is a balance between enforcement and compliance so that everyone can be a good neighbor without having to be heavy handed.

**FINANCIAL IMPACT:**

**OPTIONS:**

**DISCUSSION:**

Respectfully submitted,  
Jason Rabe  
City Manager

**ORDINANCE NO. \_\_\_\_ SUMMARY**

On February 3, 2021 the City of Beloit, Kansas adopted Ordinance No. \_\_\_\_, which amends Section 15-401 of the Beloit City Code concerning the removal of snow from public sidewalks within the City of Beloit. Public sidewalks on a public right-of-way in residential districts shall be cleared within 48 hours of a snow event. Public sidewalks on a public right-of-way in commercial and industrial districts shall be cleared within 24 hours of a snow event. A complete copy of this ordinance is available at [www.beloitks.org](http://www.beloitks.org) or at City Hall, 119 S. Hersey St. This summary certified by Katie J. Schroeder, Beloit City Attorney.

**ORDINANCE NO. \_\_\_\_**

AN ORDINANCE AMENDING SECTION 15-401 OF THE BELOIT CITY CODE OF THE GOVERNING BODY OF THE CITY OF BELOIT CONCERNING THE REMOVAL OF SNOW AND ICE FROM SIDEWALKS.

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

**Section 1:** Section 15-401 of the Beloit City Code is hereby amended as follows:

**15-401. Snow and Ice to be Removed.**

- (a) It shall be unlawful for the property owner of record of property, within a residential zoning district, immediately adjacent to a public sidewalk on public right-of-way to fail to remove from the sidewalk, within forty-eight (48) hours after the end of a snow or ice event, any snow or ice accumulated on such sidewalk or obstructing such sidewalk.
- (b) It shall be unlawful for the property owner of record of property, within a commercial or industrial zoning district, immediately adjacent to a public sidewalk on public right-of-way to fail to remove from the sidewalk, within twenty-four (24) hours after the end of a snow or ice event, any snow or ice accumulated on such sidewalk or obstructing such sidewalk.
- (c) It shall be unlawful to push, plow or otherwise move snow and/or ice which has accumulated in a public or private parking area, sidewalk, driveway, or roof onto any public sidewalk, alley, public street, street right-of-way, or handicapped stall.
- (d) In the event of an unusually heavy snowfall or additional snowfall within the time period from the end of the first snowfall, the time limit shall be extended at the discretion of the City Manager.

**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 3<sup>rd</sup> day of February, 2021.

\_\_\_\_\_  
Tom Naasz, Mayor

ATTEST:

\_\_\_\_\_  
Jessica Rosebaugh, Deputy City Clerk

## ARTICLE 4. SNOW AND ICE

### 15-401. Snow and ice to be removed.

(a) It shall be unlawful for the owner and/or the occupant of any lots abutting upon any sidewalks to fail to cause to be removed from such sidewalks all snow and ice within 12 hours from the time that the snow fall or ice storm ceases. If the snow falls or ice accumulates upon the sidewalks in the nighttime, removal of same must be made within 12 hours after sunrise on the following day.

(b) It shall be unlawful for any person to place snow removed from private property upon any public street, alley or sidewalk.

(Code 2016)

### 15-402. Same; exception; alternate remedy.

Where there shall be ice or compacted snow on any such sidewalk of such a character as to make it practically impossible to remove the same, the sprinkling of ashes, sand or other noncorrosive chemicals on the accumulation of ice or snow in such a manner as to make such sidewalk reasonably safe for pedestrian travel shall be deemed a sufficient compliance with the provisions of this article until the ice or snow can be removed.

(Code 2016)

### 15-403. Same; penalty.

That any person violating the provisions of section 15-401 shall, upon conviction, be fined \$25.

(Code 2016)

### 15-404. Removal may be made by city.

If any owner or occupant of any lot or lots shall refuse or neglect to clean or remove from the sidewalk abutting the lot or lots all snow and ice within the time specified, the city may cause such snow and ice to be removed from sidewalks and the cost thereof shall be assessed against such abutting lot or lots, and the city clerk shall certify the same to the county clerk for collection as provided by law.

(Code 2016)

### 15-405. Costs on tax rolls.

The city clerk shall, at the time of certifying other city taxes to the county clerk, certify the unpaid costs for removal of snow or ice performed under the authority of section 15-404 and the county clerk shall extend the same on the tax roll of the county against the lot or parcel of ground. The cost of such work shall be paid from the general fund or other proper fund of the city, and such fund shall be reimbursed when payments therefor are received or when such assessments are collected and received by the city.

(Code 2016)

## REQUEST FOR COUNCIL ACTION

**DATE:** 2/4/2020

**TITLE:** Isle of Lights Agreement

**ORIGINATING DEPARTMENT:**

Administration

**TYPE OF ACTION:**

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

**RECOMMENDATION:**

I recommend that the city council approve the Isle of Lights Agreement for 2021-2022.

**BACKGROUND:**

Each year, the City of Beloit enters into an agreement with the Isle of Lights, Inc. to utilize Chautauqua and Thierolf Parks for the period from October 25th, 2021 to January 16th, 2022.

**FINANCIAL IMPACT:**

The City of Beloit covers the cost of electricity. Thanks to efforts by the Isle of Lights this usage has been lowered from 36,794 kW to 8,952 kW (2019). This is due to the extensive use of LED.

**OPTIONS:**

**DISCUSSION:**

Respectfully submitted,  
Jason Rabe  
City Manager

## ISLE OF LIGHTS AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of February, 2021 by and between Chautauqua Isle of Lights, Inc., hereinafter referred to as "CILI", and the City of Beloit, Kansas, hereinafter referred to as "City".

WHEREAS, CILI desires to create a Seasonal Lighting Exhibition ("Exhibition") in the environs known as Chautauqua Park and Thierolf Park that will be for the benefit and enjoyment of Beloit area residents and visitors, and;

WHEREAS, CILI has requested the use of Chautauqua Park and Thierolf Park for purposes of a lighting Exhibition, and the electricity for the same from the City, which the City is willing to do to assist CILI in the Exhibition;

NOW THEREFORE, in consideration of the mutual promises, covenants and payments as set forth herein, the parties agree as follows:

1. Responsibility: CILI shall be solely responsible for the supervision, set up, and location of all displays of the Exhibition, consisting of fixtures, lights, decorative structures and other related items, including the seasonal theme, purpose or message of such Exhibition, whether owned by third parties or CILI.

2. Maintenance: Once exhibits are installed, CILI will be solely responsible for all safety issues involving said exhibits and all costs and expense associated with repairs, maintenance, light bulb replacement and other related cost of maintenance of displays or exhibits to keep them in good and safe working order and condition during the term of this agreement.

3. Electricity: City agrees to furnish electricity for the operation of the lighting portion of the Exhibition during the period that it is accessible to the public. City agrees that CILI will not pay for electricity that is consumed in the operation of said Exhibition.

4. Insurance: CILI agrees to obtain, pay for, and maintain comprehensive general liability insurance to cover the Exhibition for the period of time described in Section 13. The limits of insurance shall be not less than \$500,000 per occurrence, \$500,000 personal and/or advertising injury limit, \$1,000,000 products/completed operations aggregate and \$1,000,000 general aggregate, which will include claims for alleged violations of the U.S. and Kansas Constitutions, and pertinent federal and state court decisions. City shall be named as an additional insured on the policy. CILI agrees to indemnify and hold the City harmless for any and all claims, suits, actions, attorney fees, costs, including but not limited to the supervision, installation, maintenance, repairs, removal and related care of the Exhibition.

5. Set-up and Removal: City agrees to allow the Exhibition to be erected or otherwise installed in Chautauqua Park and Thierolf Park for the period described in Section 13. CILI agrees to be responsible for the scheduling and supervision of the Exhibition set-up and removal.

6. Closing of Chautauqua Park: City shall allow the gates to Chautauqua Park to be closed to public access during the term of this agreement, except for hours that the Exhibition is opened for public viewing. The gates to the entrance of Chautauqua Park shall be maintained by City, and said gates shall only be opened on a daily basis at the direction of CILI. CILI agrees that Chautauqua Park will be opened to the public only during times that direct supervision is available. CILI agrees to provide for persons to supervise the display during viewing hours. The City shall not be responsible for any damaged or destroyed items in the Exhibition.



7. Inspection of Display: CILI agrees to cause a daily inspection of the Exhibition to be conducted. Said inspection shall ensure that fixtures and display units are in good repair and pose no danger to personal vehicles and/or pedestrian traffic during viewing hours. Any condition that may pose a hazard to the public shall be repaired by CILI prior to the opening of the Exhibition for public viewing.

8. Donations: City allows CILI to accept donations at the entrance of Chautauqua Park. However, CILI agrees that no purchase shall be required, nor donation be demanded for admittance into the park during public viewing hours. CILI agrees to provide a report to the City relating to attendance and financial donations following completion of this agreement.

9. Weather: CILI understands that Chautauqua Park lies along the Solomon River. Should weather conditions cause flooding in the area of the park, the City retains the right to close the display from public access. Likewise, in the event of snowfall, the City retains the right to limit access to the park until roadways have been cleared of snow and/or ice to assure safe roadways.

10. Assignment or Lease: CILI shall not assign or lease any part of this agreement or any part of the Exhibition to any party without the prior written consent of the City.

11. Location of Exhibit: The location of the Exhibition shall be approved in advance by the City.

12. Violation of Terms: In the event CILI violates any of the terms of this agreement, the City at its option, may terminate it immediately without any liability.

13. Term: This agreement shall be in force from 12:01 a.m. on October 25, 2021 until 12:01 a.m. on January 16, 2022 and a possible similar term each year thereafter. Prior to March 1 of each year, CILI will notify the City of its desire to enter into another similar agreement for the next year.

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

CITY OF BELOIT, KANSAS

CHAUTAUQUA ISLE OF LIGHTS, INC.

By \_\_\_\_\_  
Tom Naasz, Mayor

By \_\_\_\_\_  
Michele Heidrick, President

ATTEST:

\_\_\_\_\_  
Amanda Lomax, City Clerk

## REQUEST FOR COUNCIL ACTION

**DATE:** 2/3/2021

**TITLE:** CCLIP Resurfacing Agreement

**ORIGINATING DEPARTMENT:**

Administration

**TYPE OF ACTION:**

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

**RECOMMENDATION:**

I recommend that Council approve the CCLIP Resurfacing Agreement with KDOT.

**BACKGROUND:**

This is a matching grant offered by KDOT that will be used to resurface S. Hwy 14.

**FINANCIAL IMPACT:**

The funding for this project will be paid by the CIP Fund.

**OPTIONS:**

**DISCUSSION:**

Respectfully submitted,  
Jason Rabe  
City Manager

PROJECT NO. 14-62 U-2379-01  
CCLIP (SP) RESURFACING PROJECT  
CMS CONTRACT NO. \_\_\_\_\_  
CITY OF BELOIT, KANSAS

## AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “**Secretary**”) and the **City of Beloit, Kansas** (“**City**”), collectively, the “**Parties**.”

### RECITALS:

- A. The City has applied for and the Secretary has approved a CCLIP (SP) Resurfacing Project.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City.
- C. The City desires to construct a street resurfacing Project on Roosevelt Avenue (K-14), a city connecting link for the State Highway System, in the City.
- D. The Secretary desires to enter into an Agreement with the City to participate in the cost of the Project by use of State Highway funds.

**NOW, THEREFORE**, the Parties agree as follows:

## ARTICLE I

### DEFINITIONS:

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

- 1. “**Agreement**” means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. “**CCLIP (SP) Resurfacing Program**” means a city connecting link (CCLIP (SP)) resurfacing program that is a part of the KDOT Local Partnership Program with cities and counties. The state’s participation in the cost of construction and construction engineering will be one hundred percent (100%) for cities with a population between 0 to 2,499, ninety-five percent (95%) for cities with a population between 2,500 to 4,999, ninety percent (90%) for cities with a population between 5,000 to 24,999, eighty-five percent (85%) for cities with a population between 25,000 to 49,999, eighty percent (80%) for cities with a population between 50,000 to 99,999, and seventy-five percent (75%) for cities with a population equal to or greater than 100,000, up to a maximum of \$300,000.00 per fiscal year of state funds. The CCLIP (SP) Resurfacing Program is for contract maintenance only.
- 3. “**City**” means the Beloit, Kansas, with its place of business at 119 N. Hersey Ave., Beloit, KS 67420.

4. **“City Connecting Link”** means a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city’s limits and is designated as part of the national system of Interstate and defense highways.

5. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.

6. **“Design Plans”** mean design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.

7. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.

8. **“Eligible / Participating Bid Items”** means all bid items that pertain to Project resurfacing and striping along the connecting link only. Items eligible for CCLIP (SP) funding include manhole adjustments, milling, overlays, aggregate or paved shoulders (if already existing), concrete pavement, thin bonded concrete overlays, joint repair, slurry seals, bituminous seals, ultra thin bonded overlay, concrete and asphalt pavement patching, subgrade improvement, reconstruction, traffic control, transporting of salvageable material (millings), striping, traffic signal loops on the state highway and that portion of the traffic signal loops that lie inside the return on side streets, and pavement marking on the connecting link. Video-detection systems are participating, except on side streets; however, such systems will require pre-approval, as well as additional details, and a bill of materials to be included in the final design plans. Resurfacing work is participating out to the curb returns on side streets.

9. **“Fiscal Year (FY)”** means the state’s fiscal year which begins July 1 and ends on June 30 of the following calendar year.

10. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.

11. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

12. **“Non-Eligible / Non-Participating Bid Items”** means items typically non-eligible for CCLIP (SP) funding including but not limited to: bridge deck patching, utility adjustments, curb and gutter, overlay of curb and gutter, adjustment or reestablishment of survey markers, drainage appurtenances, driveways, entrances, sidewalks, sidewalk ramps, construction warranties, traffic loop construction outside the return on a side street, video detection on side streets, and construction outside of the curb and gutter. Work performed outside the Project limits on side streets, or outside the city

limits is non-eligible for state participation, items with unit price changes from the let price (other than items with price adjustment specification in the bid documents) and any other items deemed non-eligible by the Secretary.

13. **“Project”** means mill and overlay, reconstruction, minor patching, joint repair, slurry seal, microsurfacing, and any other pre-approved resurfacing methods for the CCLIP (SP) Resurfacing Program for Roosevelt Avenue/K-14 from the South City Limits to north of Solomon River Bridge.

14. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.

15. **“Surface Preservation” or “SP”** means a fund category, previously known as KLINK, intended to address deficiencies in or extend the life of the driving surface.

16. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public.

**ARTICLE II**

**FUNDING:**

1. **Funding.** The table below reflects the funding commitments of each Party. The Total Actual Costs of Construction include all Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change. **The City agrees to notify KDOT promptly in writing if costs increase by 10% or greater over the estimate.**

Party	Funding Source	Responsibility	Total Projected Contribution (\$)
Secretary	FY 2022 CCLIP-SP	95% of Total Actual Costs of Construction and Construction Engineering not to exceed \$300,000.00.	274,664.00
City		5% of Total Actual Costs of Construction and Construction Engineering until Secretary’s funding limit is reached.  100% of Cost of Preliminary Engineering, Right of Way, and Utility Adjustments  100% Non-Participating Construction Costs and Non-Participating Construction Engineering Costs	
Total Estimated Project Costs			289,120.00

### ARTICLE III

#### SECRETARY RESPONSIBILITIES:

1. **Reimbursement Payments.** The Secretary will make such payment to the City as soon as reasonably possible after construction of the Project is completed, after receipt of proper billing, and attestation by a licensed professional engineer employed by the City that the Project was constructed within substantial compliance of the final design plans and specifications.

### ARTICLE IV

#### CITY RESPONSIBILITIES:

1. **Limited Scope.** The Project is limited to roadway resurfacing along the Project location. The Project roadway resurfacing may include all eligible items as defined above. Roadway resurfacing does not include such non-eligible items as defined above and any other items deemed non-eligible by the Secretary. The City will be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with Public Right-of-Way Accessibility Guidelines (PROWAG), regardless of whether such improvements are deemed non-eligible/non-participating bid items by the Secretary for reimbursement purposes.

2. **Secretary Authorization.** The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current CCLIP (SP) Resurfacing Program for this Project.

3. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the City will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, agents, or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

4. **Indemnification by Contractors.** The City will require the contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act of omission of the contractor, the contractor's agent, contractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

5. **Design and Specifications.** The City shall be responsible to make or contract to have made Design Plans for the Project.

6. **Letting and Administration by City.** The City shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The City further agrees to administer the Construction of the Project in accordance with the Design Plans, and the current version of the City's currently approved procedures, if applicable, and

administer the payments due the Contractor, including the portion of the cost borne by the Secretary. The City shall design the Project or contract to have the Project designed in conformity with the current version of Section 13.0 CCLIP of the LPA Project Development Manual.

7. **Responsibility for Adequacy of Design.** The City and any consultant retained by the City shall have the sole responsibility for the adequacy and accuracy of the design plans, specifications, and estimates. Any review of these items that may be performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the City's and its consultant's duty to provide adequate and accurate design plans, specifications, and estimates. Such reviews are not done for the benefit of the consultant, the construction contractor, the City, or other political subdivision, nor the traveling public. The Secretary makes no representation, expressed or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, and estimates or any other work performed by the consultant or the City.

8. **Design Schedule and Submission to Secretary.** The City will follow a schedule for design and development of plans that will allow the Project to be let to contract in the programmed fiscal year; otherwise, the City agrees the Secretary has the right to withdraw the Secretary's participation in the Project. If the City's Project preliminary plans, specifications, and a cost estimate (PPS&E) are submitted to KDOT's Bureau of Local Projects later than May 1 of the programmed fiscal year, at the Secretary's discretion, the Project may be moved into a future fiscal year.

9. **Movement of Utilities.** The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipelines, meters, and other utilities, publicly or privately owned, which may be necessary for construction of the Project in accordance with the final design plans. The expense of the removal or adjustment of the utilities and encroachments located on public right of way or easement shall be borne by the owner or the City.

10. **Future Encroachments.** The City will prohibit future erection, installation or construction of encroachments either on or above the right of way, and it will not in the future permit the erection of fuel dispensing pumps upon the right of way of the connecting link. The City further agrees it will require any fuel dispensing pumps erected, moved or installed along the connecting link be placed a distance from the right of way line no less than the distance permitted by the National Fire Code.

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

12. **Temporary Traffic Control.** The City shall provide a temporary traffic control plan within the design plans, which includes the City's plan for handling multi-modal traffic during construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with PROWAG, and FHWA rules, regulations, and guidance pertaining to the same.

13. **Permanent Traffic Control.** The City must ensure the location, form, and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, shall conform to the latest version of the MUTCD as adopted by the Secretary.

14. **Access Control.** The City will maintain control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final design plans, unless prior approval is obtained from the Secretary.

15. **Final Design Plans.** The final design plans will depict the entire Project location. The eligible/participating bid items must be shown separated and listed apart from the non-eligible/non-participating bid items on the final design plans, bid documents, and on the detailed billing provided by the City. The City shall have the final design plans signed and sealed by a licensed professional engineer. The City will furnish to KDOT's Bureau of Local Projects an electronic set of final design plans and specifications. The City further agrees the specifications will require the contractor to provide a performance bond in a sum not less than the amount of the contract as awarded. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

16. **Program Administration.** In addition to complying with all requirements contained in Section 13.0 CCLIP of the LPA Project Development Manual:

(a) The City acknowledges that funding for the Project may be cancelled if the City proceeds to advertise, let, or award a contract for the Project, prior to receipt of notification from KDOT's Bureau of Local Projects of its completion of the final review of the plans, specifications, and estimates (PS&E).

(b) The City acknowledges that funding for the Project may be cancelled if the City awards the contract for the Project prior to its receipt of an "Authority to Award" notification from KDOT's Bureau of Local Projects.

(c) The City will provide to KDOT's Bureau of Local Projects an electronic copy of the executed contract, the completed tax exemption form (PR-76 or PR-74a) and the City's Notice of Award.

(d) After the contract for the Project is awarded, the City will promptly notify both the Project Manager of KDOT's Bureau of Local Projects and the KDOT Area Engineer to communicate the date the contractor is anticipated to begin work on the Project.

(e) The City acknowledges that any costs for work completed prior to receipt of a Notice of Actual Start Date from the KDOT Area Engineer are ineligible for participation in the Program, will be deemed non-participating costs, and shall be the responsibility of the City.

17. **Discrimination Laws.** The City will: (a) comply with the Kansas Act Against Discrimination (K.S.A. § 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. § 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*)(ADA) and not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or



employment in, its programs or activities; (b) include in all solicitations or advertisements for employees, the phrase “equal opportunity employer”; (c) comply with the reporting requirements set out at K.S.A. § 44-1031 and K.S.A. § 44-1116; and (d) include those provisions in (a) through (c) in every contract, subcontract or purchase order so they are binding upon such contractor, subcontractor or vendor. If the City fails to comply with any applicable requirements of (a) through (d) above or if the City is found guilty of any violation by federal or state agencies having enforcement jurisdiction for those Acts, such violation will constitute a breach of this Agreement. If the Secretary determines the City has violated applicable provisions of the ADA, the violation will constitute a breach of this Agreement. If any violation under this paragraph occurs, this Agreement may be cancelled, terminated or suspended in whole or in part.

18. **Inspections.** The City will provide the construction engineering/inspection necessary to determine substantial compliance with the final design plans, specifications, and this Agreement. The City will require at a minimum all personnel, whether City or consultant to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. If the City executes an agreement for inspection, the agreement must contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

19. **Corrective Work.** Representatives of the Secretary may make periodic inspection of the Project and the records of the City as may be deemed necessary or desirable. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary’s representative as needed for a determination of the funding participation in the CCLIP (SP) Resurfacing Program. The Secretary does not undertake (for the benefit of the City, the contractor, the consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the contractor’s errors, omissions or deviations from the final design plans and specifications.

20. **Attestation.** Upon completion of the Project the City shall have a licensed professional engineer employed by the City attest in an email to the KDOT Area Engineer and the Project Manager for KDOT’s Bureau of Local Projects, that the Project was completed in substantial compliance with the final design plans and specifications.

21. **Final Acceptance.** Prior to issuing final payment to the contractor, the City must obtain final acceptance of the Project from the KDOT Area Engineer.

22. **Accounting.** Upon request by the Secretary, the City will provide the Secretary an accounting of all actual non-participating costs which are paid directly by the City to any party outside of KDOT and costs incurred by the City not to be reimbursed by KDOT for preliminary engineering, utility adjustments, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

23. **Reimbursement Request.** The City will request payment from the Secretary after the City has paid the contractor in full, and a licensed professional engineer has attested in writing the Project has been completed in conformance with the plans and specifications.

24. **Audit.** The City will participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits

reveal payments have been made with state funds by the City for items considered non-participating, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

## ARTICLE V

### GENERAL PROVISIONS:

1. **City Connecting Link Maintenance Agreement.** The Parties executed a City Connecting Link Maintenance Agreement dated March 18, 1998 regarding portions of Roosevelt Drive (K-14) existing within the Beloit city limits which is still valid and in effect as of the date of this Agreement. Nothing in this Agreement modifies or invalidates the terms of the City Connecting Link Maintenance Agreement.

2. **Existing Right of Way.** The Project will be constructed within the limits of the existing right of way.

3. **Incorporation of Final Plans.** The final design plans and specifications are by this reference made a part of this Agreement.

4. **Compliance with Federal and State Laws.** The Parties agree to comply with all appropriate state and federal laws and regulations applicable to this Project.

5. **Project Modification.** Any of the following Project changes require the City to send a formal notice to the Secretary for approval:

- a. Fiscal year the Project is to be let
- b. Project length
- c. Project location
- d. Project scope

**Items b, c, and d require an attached map to scale.**

It is further mutually agreed during construction, the City shall notify the Secretary of any changes in the plans and specifications.

6. **Civil Rights Act.** The “Special Attachment No. 1, Rev. 09.20.17” pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

7. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

8. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

9. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement are binding upon the Secretary and the City and their successors in office.

10. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

11. **Headings.** The captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not alter the terms and conditions of any part or parts of this Agreement.

12. **Effective Date.** This Agreement will become effective as of the date signed by the Secretary or designee.

13. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be signed by their duly authorized officers.

ATTEST:

THE CITY OF BELOIT, KANSAS

\_\_\_\_\_  
CITY CLERK (Date)

\_\_\_\_\_  
MAYOR

(SEAL)

Kansas Department of Transportation  
Secretary of Transportation

By: \_\_\_\_\_  
Burt Morey, P.E. (Date)  
Deputy Secretary and  
State Transportation Engineer

### CONTRACTUAL PROVISIONS ATTACHMENT

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

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

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

## KANSAS DEPARTMENT OF TRANSPORTATION

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

### PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (“LEP”).

### CLARIFICATION

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

### ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (“FTA”) or the Federal Aviation Administration (“FAA”) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)



## COUNCIL MEMO

**DATE:** 2/3/2021

**SUBJECT:** Capital Improvement Plan

**ORIGINATING DEPARTMENT:** Administration

**DISCUSSION:**

An update and scored CIP sheet for 2021 will be presented to the council.

Respectfully submitted,  
Jason Rabe  
City Manager