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P.O. Box 567
Beloit, Kansas 67420
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www.beloitks.org

CITY COUNCIL AGENDA

Wednesday, June 3, 2020

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 Managers Report
 - a. Covid-19
 - b. SRTS Phase 2B
 - c. EMC Insurance Dividend
 - d. WTP KDHE
 - e. Sales Tax Report
- C. City of Beloit Police Chief
- D. Economic Development Director

4. PUBLIC COMMENT

- A. None

5. CONSENT AGENDA

- A. 5/20/2020 City Council Meeting Minutes
- B. 5/21/2020 Special Council Meeting Minutes
- C. Appropriations 6A

6. ORDINANCES

- A. None

7. RESOLUTIONS

- A. Resolution 2020-8 MCRWD #1 Contract Approval
- B. Resolution 2020-9 MCRWD #3 Contract Approval

8. CLOSED SESSION

- A. None

9. FORMAL ACTIONS

- A. Fireworks Donation
- B. Special Event Request- Disc Golf Tournament at Chautauqua Park

10. ADJOURNMENT

WORK SESSION AGENDA

1. CORRESPONDENCE AND STAFF REPORTS

- A. City Attorney Report
- B. City Managers Report

2. DISCUSSION ITEMS

- A. BCBS Renewal Options
- B. Solar RFP Results
- C. Electric Rate Reduction
- D. Mosquito Fogging and Treatment

3. ADJOURNMENT

NOTE: Background information is available for review in the office of the City Clerk prior to the meeting. The Public Comment section is to allow members of the public to address the Council on matters pertaining to any business within the scope of Council authority and not appearing on the Agenda. Kansas Statutes prohibit the Council from taking action on any item not appearing on the Agenda, except where an emergency is determined to exist.

BELOIT CITY COUNCIL MEETING MINUTES
May 20, 2020

The Beloit City Council met in regular session on May 20, 2020 via GoToMeeting. Mayor Tom Naasz called the meeting to order at 7:00 p.m. Council Members in attendance were Tony Gengler, Todd Adoph, Andrew Grabon, Matt Otte, and Jamie Meier. Also present was City Attorney Katie Schroeder, City Manager Jason Rabe, and City Clerk Amanda Lomax. Absent from the meeting was Councilor Lee McMillan.

Department heads in attendance was Heather Hartman.

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

Councilor Otte would like to see the council chambers remodeled. Councilor Gengler has been asked about the truck route update.

City Attorney Katie Schroeder discussed the following:

1. Working on truck route ordinance.
2. Had municipal court last week downstairs and officers screened people in the lobby.

City Manager Jason Rabe discussed the following:

1. COVID-19 – Phase 1.75 starts Friday and discussed opening plans for youth sports and the pool.
2. TTHM looks good this quarter and has been in the low 70's.
3. 8th Street Road project update.
4. Water Treatment Plant update – USDA is supposed to be working on this to lock in our rates.
5. Special Meeting May 21st, at 5:30 p.m. for CDBG grant opportunity.

Director of Community Development Heather Hartman gave updates on the COVID-19 paycheck protection program and unemployment numbers. Heather also updated on the growing success of Mitchell County Strong and so far, they have raised well over \$59,000.00 from their online auction.

A motion was made by Councilor Grabon and seconded by Councilor Meier to approve the May 6, 2020 Council Meeting Minutes, and Appropriations 5B in its entirety. Motion carried 5-0. Nays: None.

A motion was made by Councilor Grabon and seconded by Councilor Gengler to approve Ordinance 2273 Re-zoning property located at 617 Reiter Lane from "C-2" Commercial Zoning to "I-2" Heavy Industrial Zoning District. Motion carried 5-0. Nays: None.

A motion was made by Councilor Grabon and seconded by Councilor Adolph to approve Ordinance 2272 Amending the Fireworks Code. Motion carried 5-0. Nays: None.

A motion was made by Councilor Gengler and seconded by Councilor Meier to approve the purchase of three Coptrax System car cameras from Applied Concepts in the amount of \$20,239.50. Council previously approved the purchase for \$17,750.00 but price was missing installation costs of two cameras. Motion carried 5-0. Nays: None.

A motion was made by Councilor Otte and seconded by Councilor Gengler to approve the CARES Act Grant offer from FAA for operating expenses for the Moritz Memorial Airport. Motion carried 5-0. Nays: None.

A motion was made by Councilor Grabon and seconded by Councilor Meier to adjourn the meeting. Motion carried 5-0. Nays: None. The meeting ended at 7:49 p.m.

Work Session began at 7:49 p.m. Council Members in attendance were Council Members in attendance Tony Gengler, Todd Adolph, Andrew Grabon, Matt Otte, and Jamie Meier. Also present was City Attorney Katie Schroeder, City Manager Jason Rabe, and City Clerk Amanda Lomax. Absent from the meeting was Councilor Lee McMillan.

Department heads in attendance was Heather Hartman.

City Manager Jason Rabe discussed the draft contracts with Rural Water District #1 and #3.

City Attorney Katie Schroeder discussed proposed updates for animal control amendment ordinance. The ordinance will be presented next meeting for council approval.

City Attorney Katie Schroeder and City Manager Jason Rabe proposed getting rid of city wards and have council elected at-large.

City Manager Jason Rabe discussed the drainage study.

Work Session Ended: 9:20 p.m.

TOM NAASZ, Mayor

ATTEST:

AMANDA LOMAX, City Clerk

BELOIT CITY COUNCIL SPECIAL MEETING MINUTES
May 21, 2020

The Beloit City Council met in a special meeting on May 21, 2020 via GoToMeeting and Council Chambers. Mayor Tom Naasz called the meeting to order at 5:30 p.m. City Council members in attendance were Todd Adolph, Matt Otte, and Jamie Meier. Councilors Andrew Grabon and Lee McMillan attended via GoToMeeting. Councilor Tony Gengler came in right before meeting was ending. Also present were City Manager Jason Rabe, and City Clerk Amanda Lomax. Absent from the meeting was City Attorney Katie Schroeder.

Director of Economic Development Heather Hartman was in attendance.

Public Hearing for CDBG CV-Economic Development grant application started at 5:30 p.m. Nobody from the public attended. Public Hearing ended at 5:31 p.m.

A motion was made by Councilor Otte and seconded by Councilor Meier to approve Resolution 2020-7 CDBG CV-Economic Development grant application. Motion carried 5-0. Nays: None.

A motion was made by Councilor Adolph and seconded by Councilor Meier to approve CDBG Administrative Agreement with North Central Regional Planning Commission in the amount of \$15,000.00. Motion carried 5-0. Nays: None.

A motion to adjourn the Council meeting was made by Councilor Gengler and seconded by Councilor Meier. Motion passed 6-0. The meeting ended at 5:33 p.m.

TOM NAASZ, Mayor

ATTEST:

AMANDA LOMAX, City Clerk

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name		Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status
	Account#		Work Order		Description				Debit	Credit
6 ABRAM READY-MIX, INC										
80117	6/5/2020	6/5/2020		1,963.70						Posted
	25-00-6150				36724-ROCK				1,013.52✓	0.00
	25-00-6150				36742-ROCK				696.80✓	0.00
	25-00-6150				36743-ROCK				253.38✓	0.00
									<u>1,963.70</u> ✓	<u>0.00</u>
9 ACKERMAN SUPPLY										
80139	6/5/2020	6/5/2020		11.99	302041					Posted
	52-43-6000				GRIT EMERY CL				11.99✓	0.00
767 AIRGAS USA, LLC										
80129	6/5/2020	6/5/2020		59.90	9970548060					Posted
	53-41-6230				CYLINDER RENTAL				59.90✓	0.00
813 AMERIPRIDE SERVICES INC.										
80118	6/5/2020	6/5/2020		95.74	2301141780					Posted
	10-15-3000				SHOP TOWELS, RUGS				95.74✓	0.00
1124 APAC-KANSAS INC										
80119	6/5/2020	6/5/2020		1,570.61						Posted
	25-00-6160				8001835755-1/2 CHIPS				789.60✓	0.00
	25-00-6160				8001835801-1/2 CHIPS				781.01✓	0.00
									<u>1,570.61</u> ✓	<u>0.00</u>
1461 APWA										
80120	6/5/2020	6/5/2020		350.00	644098					Posted
	10-15-3000				MEMBERSHIP DUES				350.00✓	0.00
2534 ASPHALT & FUEL SUPPLY										
80180	6/5/2020	6/5/2020		11,663.94	70908					Posted
	30-00-6180				MC-800 OIL-8TH STREET PROJECT				11,663.94✓	0.00
64 BELOIT AUTO AND TRUCK PLAZA										
80123	6/5/2020	6/5/2020		124.20	71152					Posted
	10-13-4310				VEHICLE REPAIRS				124.20✓	0.00
1200 CHEMQUEST, INC.										
80179	6/5/2020	6/5/2020		1,787.50	1027					Posted
	53-41-6170				VER-DATE				1,787.50✓	0.00
147 MICHAEL CLARK										
80121	6/5/2020	6/5/2020		139.94						Posted
	10-15-2911				BOOT REIMBURSEMENT				139.94✓	0.00
3364 COUGHLIN COMPANY I, INC.										
80137	6/5/2020	6/5/2020		134,245.00	21721					Posted
	30-00-3000				PROJECT 30245-BELOIT, KS CIR-8TH ST				134,245.00✓	0.00
1358 CUNNINGHAM TELEPHONE & CABLE CO										
80169	6/5/2020	6/5/2020		82.97	03362					Posted
	10-15-5310				STREET DEPT				82.97✓	0.00
80170	6/5/2020	6/5/2020		83.71	10210					Posted
	26-00-5310				COMM DEV				83.71✓	0.00
80171	6/5/2020	6/5/2020		335.73	11854					Posted
	10-11-5310				ADMIN				335.73✓	0.00
80172	6/5/2020	6/5/2020		134.44	11856					Posted
	10-13-5310				PD				134.44✓	0.00
80173	6/5/2020	6/5/2020		76.60	12334					Posted
	10-14-5310				FD				76.60✓	0.00
80174	6/5/2020	6/5/2020		113.55	13609					Posted
	53-43-5310				SYSTEMS				37.85✓	0.00
	52-43-5310				SYSTEMS				37.85✓	0.00
	51-43-5310				SYSTEMS				37.85✓	0.00
									<u>113.55</u> ✓	<u>0.00</u>
80175	6/5/2020	6/5/2020		223.37	13610					Posted
	10-22-5310				AIRPORT				223.37✓	0.00
80176	6/5/2020	6/5/2020		198.70	13094					Posted
	10-18-5310				PARKS & REC				148.75✓	0.00
	10-18-5310				PARKS & REC				49.95✓	0.00
									<u>198.70</u> ✓	<u>0.00</u>

Accounts Payable Detail Listing

City of Beloit

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>			<u>Work Order</u>					<u>Debit</u>	<u>Credit</u>
409	LIGHT & WATER UTILITIES (continued)									
80182	6/5/2020	6/5/2020			28,497.56					Posted
	10-11-6220								1,647.24✓	0.00
	10-11-6220								32.25✓	0.00
	10-13-6220								32.25✓	0.00
	51-41-6220								32.25✓	0.00
	10-14-6220								216.33✓	0.00
	10-15-6220								372.83✓	0.00
	10-18-6220								5,950.78✓	0.00
	10-20-6220								166.77✓	0.00
	10-22-6220								222.61✓	0.00
	51-41-6220								6,318.17✓	0.00
	52-41-6220								9,312.54✓	0.00
	53-41-6220								206.57✓	0.00
	51-43-6220								164.71✓	0.00
	52-43-6220								164.70✓	0.00
	53-43-6220								164.70✓	0.00
	51-43-6220								30.71✓	0.00
	52-43-6220								30.71✓	0.00
	53-43-6220								30.71✓	0.00
	10-13-6220								30.71✓	0.00
	53-43-6220								73.94✓	0.00
	10-19-6220								3,196.43✓	0.00
	10-21-6220								78.30✓	0.00
	10-13-6220								21.35✓	0.00
									<u>28,497.56✓</u>	<u>0.00</u>
424	MCHENRY ELECTRIC & SUPPLY									
80116	6/5/2020	6/5/2020			15.00	026037				Posted
	10-15-4330								15.00✓	0.00
80164	6/5/2020	6/5/2020			19.17	026043				Posted
	10-18-4330								19.17✓	0.00
470	MITCHELL COUNTY SOLID WASTE									
80140	6/5/2020	6/5/2020			10.00	006332				Posted
	52-41-3000								10.00✓	0.00
2832	NEX-TECH INC									
80111	6/5/2020	6/5/2020			315.90	MA-89979				Posted
	10-11-6110								315.90✓	0.00
80167	6/5/2020	6/5/2020			413.80	MA-89978				Posted
	53-43-6110								413.80✓	0.00
2301	NEX-TECH WIRELESS									
80122	6/5/2020	6/5/2020			60.71	7494074				Posted
	25-00-7450								60.71✓	0.00
2946	PACE ANALYTICAL SERVICES, INC.									
80141	6/5/2020	6/5/2020			485.00	2060103326				Posted
	51-41-3000								485.00✓	0.00
3361	PUBLIC SAFETY CENTER									
80126	6/5/2020	6/5/2020			135.00	5926149				Posted
	10-13-7440								135.00✓	0.00
1335	PUR- O- ZONE, INC.									
80112	6/5/2020	6/5/2020			308.68	804572				Posted
	10-11-6000								308.68✓	0.00
80168	6/5/2020	6/5/2020			317.92	804154				Posted
	10-21-6000								317.92✓	0.00
2979	RAY'S APPLE MARKET									
80100	6/5/2020	6/5/2020			39.06	0010				Posted
	10-11-6000								39.06✓	0.00
80136	6/5/2020	6/5/2020			102.47					Posted
	53-41-6000								91.48✓	0.00
	53-41-6000								10.99✓	0.00
									<u>102.47✓</u>	<u>0.00</u>

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name

<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Description</u>	<u>Date</u>	<u>Status</u>
<u>Account#</u>	<u>Work Order</u>	<u>Debit</u>	<u>Credit</u>						
3363 RITZ SAFETY, LLC (continued)									
80135	6/5/2020	6/5/2020	289.49	35235			SS UNIFORM SHIRT	289.49✓	Posted 0.00
575 SAGE PRODUCTS									
80113	6/5/2020	6/5/2020	422.40	0081499-IN			PAPER TOWELS & SOAP	422.40✓	Posted 0.00
3362 SCBA SALES & RENTAL CO.									
80128	6/5/2020	6/5/2020	7,889.76	102454			AIR TANKS	7,889.76✓	Posted 0.00
3301 AMANDA SEYFERT									
80127	6/5/2020	6/5/2020	100.00				RESTITUTION FOR DOG BITE-20190033	100.00✓	Posted 0.00
1491 UNIVERSITY OF KANSAS-KLETG									
80125	6/5/2020	6/5/2020	350.00	3B65C30			OFFICER TRAINING-J. FLOWER	350.00✓	Posted 0.00
2067 VERIZON WIRELESS SERVICES, LLC									
80114	6/5/2020	6/5/2020	43.63	9854794706			POWER PLANT STAND BY PHONE	43.63✓	Posted 0.00
80115	6/5/2020	6/5/2020	211.22	9854785806			ADMIN	59.19✓	Posted 0.00
							SYSTEMS	24.19✓	0.00
							SYSTEMS	27.29✓	0.00
							SYSTEMS	27.29✓	0.00
							WATER PLANT STAND BY PHONE	22.08✓	0.00
							CEMETERY	51.18✓	0.00
								211.22✓	0.00
1452 WELLNESS CENTER									
80110	6/5/2020	6/5/2020	27,761.87				2020 CORPORATE MEMBERSHIP	27,761.87✓	Posted 0.00

380,788.31 54 Non-voided payables listed.

Report Setup
 AP - Accounts Payable Listing : Vendor Name
 Filter Options
 Starting: 6/5/2020
 Ending: 6/5/2020
 Banks: All
 Payable Status: Posted, Printed, ACH, Recorded, Voided
 All Vendors Selected



Fouts Insurance Agency, Inc. and EMC Insurance are proud to deliver the enclosed dividend check to the City of Beloit for the policy year 2019-2020. The EMC Insurance Group Program has been a consistent stable market for over 35 years, providing a broad range of insurance coverage to Kansas Municipalities. The enclosed check of \$46,302 represents the City of Beloit's proportionate share of the total group dividend. The consistency of the EMC dividend program and profitable loss experience is a direct reflection of the City of Beloit's operation and leadership amongst administration, council, supervisors, and all employees.

City of Beloit Dividend History	
Year	Dividend
2019-2020	\$46,302
2018-2019	\$46,540
2017-2018	\$44,051
2016-2017	\$42,868
2015-2016	\$36,514
2014-2015	\$36,480
2013-2014	\$22,238
2012-2013	\$14,551
2011-2012	\$14,180
2010-2011	\$10,604

The average dividend payback over the past 3 years is **\$45,630 Per Year.**

The average dividend payback over the past 5 years is **\$43,254 Per Year.**

Other benefits of EMC's tailored insurance program for public entities and their operations:

Attorney direct program-90 minute consultation provided per calendar quarter. Beneficial for city attorney and supervisors on legal issues and questions that may arise.

Loss control services/safety inspections and training-EMC loss control specialist review the properties, liability and workers comp procedures etc., and address any areas of concern.

Risk improvement resources-Online videos, safety programs and training services for supervisors to implement into day-to-day procedures.

Defensive driver training-Half day program, EMC will come out for defensive driver training-participants receive a certificate showing they completed a defensive driving course.

Lexipol law enforcement services-Policy manuals and customizable training for officers. City of Beloit has utilized this in the past and receives a 15% discount for being an EMC policyholder.

EMC OnCall Nurse-An injured employee and his/her supervisor can immediately contact a nurse any time, day or night. The injured employee speaks directly to a registered nurse who immediately assesses the injury and recommends the best course of action for the injured worker, or directs them to a qualified provider, if necessary. This proven process resolves many cases simply with first aid, avoiding unnecessary costs, claims and time away from work. Pending enrollment in 2020.

Osborne
118 W. Main St
(785) 686-3558

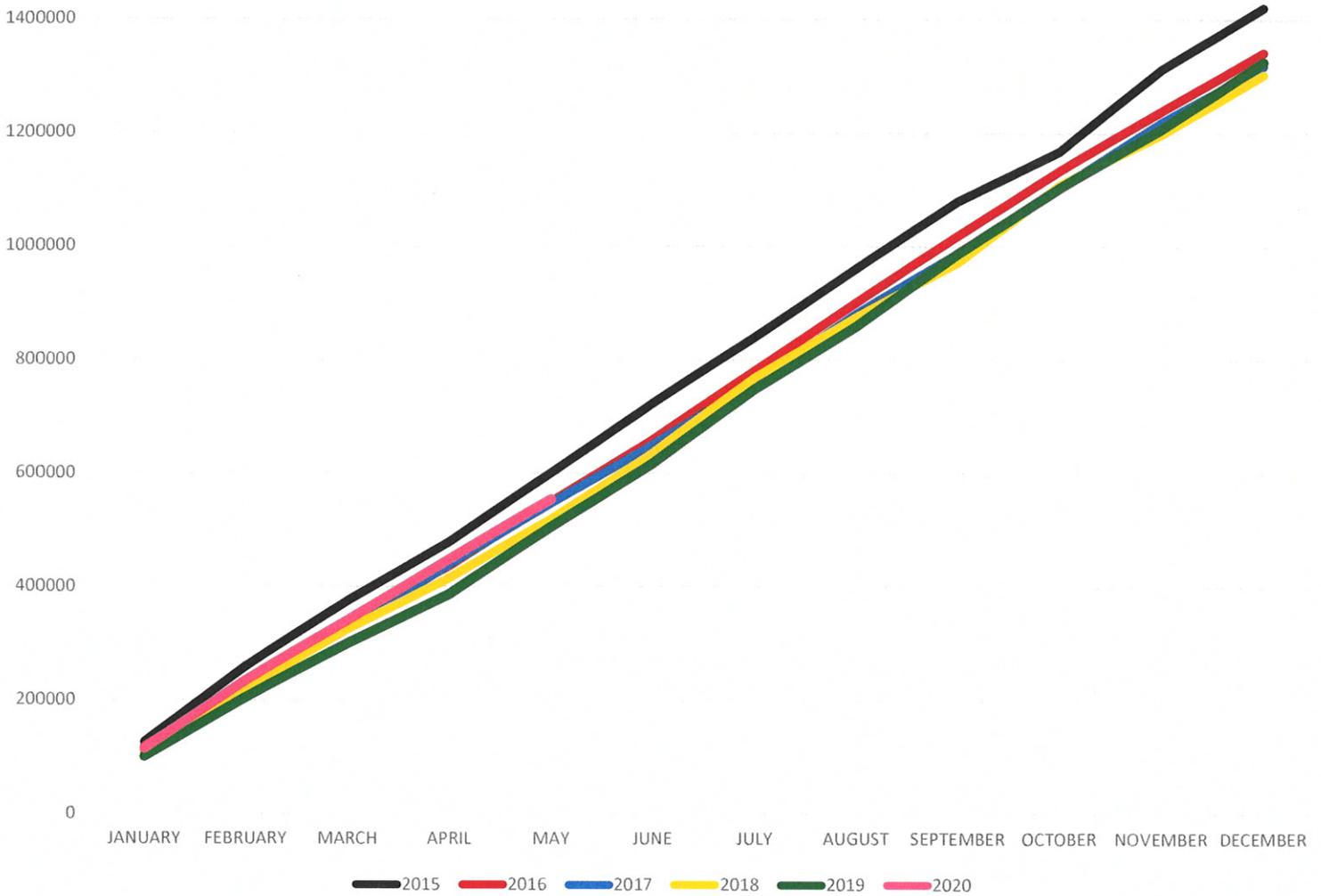
www.foutsinsurance.com
Beloit
121 E. Main St
(785) 738-3558

Smith Center
131 S. Main St
(785) 686-3558

CITY OF БЕЛОIT SALES TAX REVENUE

SALES TAX	2015	2016	2017	2018	2019	2020
JANUARY	125,983.23	117,774.02	102,747.05	109,162.19	100,234.82	114,533.69
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	
JULY	117,642.41	122,005.99	110,024.70	133,246.04	131,660.73	
AUGUST	120,715.96	120,558.69	121,068.11	106,519.70	110,232.51	
SEPTEMBER	118,541.72	117,954.54	107,033.90	97,207.55	128,919.86	
OCTOBER	88,173.61	114,790.42	114,683.22	136,175.60	115,689.81	
NOVEMBER	144,227.38	104,749.92	115,654.49	90,159.84	103,917.93	
DECEMBER	109,291.95	103,528.67	100,506.81	104,899.41	118,329.81	
	1,421,796.39	1,342,770.56	1,319,315.04	1,303,772.93	1,326,122.00	448,354.94

2015-2020 Sales Tax Revenue



REQUEST FOR COUNCIL ACTION

DATE: 6/3/2020

TITLE: Resolution 2020-08 Mitchell Rural Water District #1 Contract

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend that Council approve Resolution 2020-08 MRWD #1 Water Contract.

BACKGROUND:

This contract was presented at the May 20th Beloit City Council Meeting.

FINANCIAL IMPACT:

OPTIONS:

DISCUSSION:

Respectfully submitted,
Jason Rabe
City Manager

RESOLUTION NO. 2020-08

A RESOLUTION APPROVING A WATER PURCHASE AGREEMENT BETWEEN THE CITY OF BELOIT AND RURAL WATER DISTRICT NO. 1, MITCHELL COUNTY.

WHEREAS, the Beloit City Council desires to enter into a wholesale Water Purchase Agreement with Rural Water District No. 1, Mitchell County, Kansas for a ten year term effective June 1, 2020 to May 31, 2030.

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

1. **Agreement.** The Water Purchase Agreement between Rural Water District No. 1, Mitchell County, Kansas and the City of Beloit, Kansas, is hereby adopted as attached hereto as **Exhibit A.**
2. **Implementation.** The Mayor is hereby authorized to execute the Water Purchase Agreement with Rural Water District No. 1 and the City Manager shall be authorized to enforce the provisions as provided therein.
3. **Effective Date.** The effects of this Resolution shall be in full force after its approval by the Governing Body.

PASSED by the Governing Body and signed by the Mayor this 3rd day of June, 2020.

CITY OF BELOIT, KANSAS

Tom Naasz, Mayor

ATTEST:

Amanda J. Lomax, City Clerk

EXHIBIT A

WATER PURCHASE AGREEMENT

City of Beloit, Kansas

and

RURAL WATER DISTRICT NO. 1,

MITCHELL COUNTY, KANSAS

June 3rd, 2020

WATER PURCHASE AGREEMENT

THIS Water Purchase Agreement (the “Agreement”), is made and entered into this 3rd day of June, 2020, by and between the City of Beloit, Kansas (the “City”) and Rural Water District No. 1, Mitchell County, Kansas (the “Water District”).

Background and Purpose: The City is a city of the second class that owns and operates a public water supply, including a water production system supplied from water diverted from the Solomon River in Mitchell County, Kansas. The City produces water and delivers that water for sale to its retail and wholesale water customers. The water produced by the City has been approved by the Kansas Department of Health and Environment (“KDHE”) for domestic use. The City is currently in the design phase of a significant upgrade to its Water Treatment Plant. Once these upgrades are complete, the water will be diverted directly from Waconda Lake and treated through an ultrafiltration/reverse osmosis membrane system.

The Water District is a Kansas Rural Water District, organized as a quasi-municipal corporation pursuant to Kansas law. The Water District owns and operates a public water system and maintains this system of water mains and distribution lines in an area south and west of Beloit, Kansas, all of which is and shall be outside the corporate limits of the City.

The City and the Water District (collectively referred to as the “Parties”) desire to enter into this Agreement where the Water District desires to purchase water from the City in wholesale quantities upon the terms and conditions hereinafter set forth.

In consideration of the mutual promises contained hereinafter, the Parties agree as follows:

1. Sale and Purchase. The City agrees to sell and deliver to the Water District, and the Water District agrees to purchase its water exclusively from the City for the term of this agreement. The Water District agrees to purchase a minimum quantity of five hundred thousand (500,000) gallons of water each month at a cost per each thousand (1,000) gallons of water delivered at the rate of three dollars and ten cents (\$3.10) per thousand (1,000) gallons.

2. Plant Upgrades and Rate Increase. The Water District acknowledges that the City is undergoing a significant upgrade to its Water Treatment Plant and that a rate increase is expected upon substantial completion of that project.

3. Other Rate Increases. The Parties agree that the City’s governing body has the right, from time to time, to increase its rate due to increases in costs of production, EPA or KDHE rules and regulations, or requirements of stricter drinking water standards. Throughout the original term or any renewal term of this agreement, the City maintains the right to increase or decrease its rates as determined by the governing body to be in the best interests of the City.

4. Term. The term of this Agreement shall be for ten (10) years commencing the 1st day of June, 2020, and terminating on the 31st day of May, 2030, provided however this Agreement shall automatically renew for successive one (1) year terms following the original term hereof; unless either party notifies the other, in writing, at least six (6) months prior to the end of the original term or any renewal term of its desire to not renew.

5. **Payment and Billing.** A statement for water utility services will be mailed on or about the first of each month. Payment for utility services is due on or before the tenth of the month following the date the statement is mailed. A late fee of 5% is charged for any amount remaining unpaid after the tenth of the month. In the event the Water District, acting in good faith, disagrees with the amount of a monthly bill, written notice shall be sent to the City within five (5) days of receipt of the statement. Upon receipt of this notice, the City Clerk shall schedule a hearing before the municipal judge or other person acting as hearing officer designated by the governing body and notify the Water District of the time and place of such hearing, said hearing shall be held within three (3) working days following receipt of the notice from the Water District.

6. **Point of Delivery.** The City agrees to maintain its existing main at the connection point between the City's system and the Water District's system. The Water District is responsible for all maintenance of its meter and distribution system beyond this point. The City may, from time to time, require the Water District, at its expense, to test its water meter to determine if the meter is operating in accordance with the calibration standards of such meter and to see that it is maintained in accordance with regular customary practices.

7. **Force Majeure and Curtailments.** The City is committed to providing the Water District with a continuous supply of water except for:

- a. interruptions due to force majeure;
- b. equipment failure or water treatment facility breakdowns;
- c. other circumstances that would prevent the City from obtaining adequate supplies of drinking water to meet the demands of the City, in which event the City would not be required to supply the Water District with water and should any such event occur, the City shall immediately give notice by telephone to management of the Water District and the City shall not be liable to the Water District for any loss or damage arising from failure, interruption, or suspension of water supply to the Water District.

8. **Binding Agreement.** This Agreement shall be binding upon and inure the benefit of the successors and assigns of the respective parties but is not assignable by either party without the express written consent of the other Party. No assignment of this Agreement shall relieve the assignor of its obligations hereunder. This Agreement shall in all respects be subject to the rules, regulations and orders of all governmental authorities having jurisdiction of the subject matter hereof, and subject to the rules and regulations as may be applied to the parties by such governmental authorities. To the extent any provision of this Agreement is held unenforceable or invalid under applicable law, such invalidity shall not affect any other provisions of this Agreement which can be given effect without the invalid provisions and, to this end, the provisions hereof are severable.

9. **Amendments.** This Agreement may be amended from time to time by mutual agreement of the City and the Water District; provided, however, that any such amendment must have the written approval of the governing boards of each of the parties.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the City and the Water District regarding the subject matter hereof, and supersedes any and all previous or contemporaneous understandings between the City and the Water District, whether written or oral.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as on the dates indicated below.

CITY OF BELOIT, KANSAS

By: _____
Tom Naasz, Mayor

Date: _____

ATTEST:

By: _____
City Clerk

**RURAL WATER DISTRICT NO. 1,
MITCHELL COUNTY, KANSAS**

By: _____
Ken Benedick, Chairman

Date: _____

ATTEST:

By: _____
Secretary

REQUEST FOR COUNCIL ACTION

DATE: 6/3/2020

TITLE: Resolution 2020-09 Mitchell Rural Water District #3 Contract

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend that Council approve Resolution 2020-09 MRWD #3 Water Contract.

BACKGROUND:

This contract was presented at the May 20th Beloit City Council Meeting. The main change to that contract is the reduction in term to a 5 year agreement that automatically renews.

FINANCIAL IMPACT:

OPTIONS:

DISCUSSION:

Respectfully submitted,
Jason Rabe
City Manager

RESOLUTION NO. 2020-09

A RESOLUTION APPROVING A WATER PURCHASE AGREEMENT BETWEEN THE CITY OF BELOIT AND RURAL WATER DISTRICT NO. 3, MITCHELL COUNTY.

WHEREAS, the Beloit City Council desires to enter into a wholesale Water Purchase Agreement with Rural Water District No. 3, Mitchell County, Kansas for a five-year term effective June 1, 2020 to May 31, 2025.

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

1. **Agreement.** The Water Purchase Agreement between Rural Water District No. 3, Mitchell County, Kansas and the City of Beloit, Kansas, is hereby adopted as attached hereto as **Exhibit A.**
2. **Implementation.** The Mayor is hereby authorized to execute the Water Purchase Agreement with Rural Water District No. 3 and the City Manager shall be authorized to enforce the provisions as provided therein.
3. **Effective Date.** The effects of this Resolution shall be in full force after its approval by the Governing Body.

PASSED by the Governing Body and signed by the Mayor this 3rd day of June, 2020.

CITY OF BELOIT, KANSAS

Tom Naasz, Mayor

ATTEST:

Amanda J. Lomax, City Clerk

EXHIBIT A

WATER PURCHASE AGREEMENT

City of Beloit, Kansas

and

RURAL WATER DISTRICT NO. 3,

MITCHELL COUNTY, KANSAS

June 3rd, 2020

WATER PURCHASE AGREEMENT

THIS Water Purchase Agreement (the “Agreement”), is made and entered into this 3rd day of June, 2020, by and between the City of Beloit, Kansas (the “City”) and Rural Water District No. 3, Mitchell County, Kansas (the “Water District”).

Background and Purpose: The City is a city of the second class that owns and operates a public water supply, including a water production system supplied from water diverted from the Solomon River in Mitchell County, Kansas. The City produces water and delivers that water for sale to its retail and wholesale water customers. The water produced by the City has been approved by the Kansas Department of Health and Environment (“KDHE”) for domestic use. The City is currently in the design phase of a significant upgrade to its Water Treatment Plant. Once these upgrades are complete, the water will be diverted directly from Waconda Lake and treated through an ultrafiltration/reverse osmosis membrane system.

The Water District is a Kansas Rural Water District, organized as a quasi-municipal corporation pursuant to Kansas law. The Water District owns and operates a public water system and maintains this system of water mains and distribution lines in an area north and east of Beloit, Kansas, all of which is and shall be outside the corporate limits of the City.

The City and the Water District (collectively referred to as the “Parties”) desire to enter into this Agreement where the Water District desires to purchase water from the City in wholesale quantities upon the terms and conditions hereinafter set forth.

In consideration of the mutual promises contained hereinafter, the Parties agree as follows:

1. Sale and Purchase. The City agrees to sell and deliver to the Water District, and the Water District agrees to purchase water from the City for the term of this agreement at a cost per each thousand (1,000) gallons of water delivered at the rate of three dollars and ten cents (\$3.10) per thousand (1,000) gallons.

2. Exclusivity. The City acknowledges that at the time of signing this Agreement, the Water District is undergoing a transition in its distribution system and will be purchasing part of its water from a different supplier for a period of time until this transition is completed. The Parties agree that for a period not to exceed six (6) months, the Water District may purchase up to one-half (1/2) of its water from another supplier. The Water District agrees that on or before December 1, 2020, the Water District will purchase water exclusively from the City and the City will be the Water District’s sole wholesale water supplier throughout the term of this Agreement and any renewal term thereof.

3. Plant Upgrades and Rate Increase. The Water District acknowledges that the City is undergoing a significant upgrade to its Water Treatment Plant and that a rate increase is expected upon substantial completion of that project.

4. Other Rate Increases. The Parties agree that the City’s governing body has the right, from time to time, to increase its rate due to increases in costs of production, EPA or KDHE rules and regulations, or requirements of stricter drinking water standards. Throughout the original term or any renewal term of this agreement, the City maintains the right to increase or decrease its rates as determined by the governing body to be in the best interests of the City.

5. **Term.** The term of this Agreement shall be for five (5) years commencing the 1st day of June, 2020, and terminating on the 31st day of May, 2025, provided however this Agreement shall automatically renew for successive one (1) year terms following the original term hereof; unless either party notifies the other, in writing, at least six (6) months prior to the end of the original term or any renewal term of its desire to not renew.

6. **Payment and Billing.** A statement for water utility services will be mailed on or about the first of each month. Payment for utility services is due on or before the tenth of the month following the date the statement is mailed. A late fee of 5% is charged for any amount remaining unpaid after the tenth of the month. In the event the Water District, acting in good faith, disagrees with the amount of a monthly bill, written notice shall be sent to the City within five (5) days of receipt of the statement. Upon receipt of this notice, the City Clerk shall schedule a hearing before the municipal judge or other person acting as hearing officer designated by the governing body and notify the Water District of the time and place of such hearing, said hearing shall be held within three (3) working days following receipt of the notice from the Water District.

7. **Point of Delivery.** The connection point between the City's system and the Water District is located at the intersection of Highways 24 and 14 in Beloit. The City agrees to maintain its existing main which delivers water to this location. The Water District is responsible for all maintenance of its meter and distribution system beyond this point. The City may, from time to time, require the Water District, at its expense, to test its water meter to determine if the meter is operating in accordance with the calibration standards of such meter and to see that it is maintained in accordance with regular customary practices.

8. **Force Majeure and Curtailments.** The City is committed to providing the Water District with a continuous supply of water except for:

- a. interruptions due to force majeure;
- b. equipment failure or water treatment facility breakdowns;
- c. other circumstances that would prevent the City from obtaining adequate supplies of drinking water to meet the demands of the City, in which event the City would not be required to supply the Water District with water and should any such event occur, the City shall immediately give notice by telephone to management of the Water District and the City shall not be liable to the Water District for any loss or damage arising from failure, interruption, or suspension of water supply to the Water District.

9. **Binding Agreement.** This Agreement shall be binding upon and inure the benefit of the successors and assigns of the respective parties but is not assignable by either party without the express written consent of the other Party. No assignment of this Agreement shall relieve the assignor of its obligations hereunder. This Agreement shall in all respects be subject to the rules, regulations and orders of all governmental authorities having jurisdiction of the subject matter hereof, and subject to the rules and regulations as may be applied to the parties by such governmental authorities. To the extent any provision of this Agreement is held unenforceable or invalid under applicable law, such invalidity shall not affect any other provisions of this Agreement which can be given effect without the invalid provisions and, to this end, the provisions hereof are severable.

10. Amendments. This Agreement may be amended from time to time by mutual agreement of the City and the Water District; provided, however, that any such amendment must have the written approval of the governing boards of each of the parties.

11. Entire Agreement. This Agreement constitutes the entire agreement between the City and the Water District regarding the subject matter hereof, and supersedes any and all previous or contemporaneous understandings between the City and the Water District, whether written or oral.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as on the dates indicated below.

CITY OF BELOIT, KANSAS

By: _____
Tom Naasz, Mayor

Date: _____

ATTEST:

By: _____
City Clerk

**RURAL WATER DISTRICT NO. 3,
MITCHELL COUNTY, KANSAS**

By: _____
Joe Eilert, Chairman

Date: _____

ATTEST:

By: _____
Secretary

REQUEST FOR COUNCIL ACTION

DATE: 6/3/2020

TITLE: Fire Works Donation- Lakefest 2020

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend that the Council approve a donation level (see attached brochure).

Note: The City of Beloit was a Gold sponsor (\$1,000) in 2019.

BACKGROUND:

The City of Beloit has been a supporter of the fireworks out at the lake in the past. As this event continues to move forward, I wanted to get a feel for the the level of support the City of Beloit wants to make for this. A couple reasons in my mind to be a strong supporter: 1) brings many people to our area with an economic impact 2) it negates the need for the City to put on a fireworks show or celebration.

FINANCIAL IMPACT:

The funding for this item is in General Fund Administration Professional Services 10-11-3000. Current remaining balance of \$31,517.24.

OPTIONS:

DISCUSSION:

Respectfully submitted,
Jason Rabe
City Manager

**BELOIT AREA CHAMBER OF
COMMERCE PRESENTS**

WACONDA LAKE FIREWORKS SHOW

CHAMPION SPONSOR - \$2500

**Name on all print ad, social media
posts, flyers and radio spots**

GOLD SPONSOR - \$1000

**Social Media Post - Print ad
recognition**

SILVER SPONSOR- \$500

**Social Media Post - Print ad
recognition**

BRONZE SPONSOR - \$100

Print Ad recognition



HELP MAKE A SPLASH!

**JULY 4, 2020 WACONDA LAKE
GLEN ELDER STATE PARK**

REQUEST FOR COUNCIL ACTION

DATE: 6/3/2020

TITLE: Special Event Request

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend that the Council approve the special events license request from Adam Mosher for the Chautauqua Park July 17th - 19th, 2020 for a disc golf tournament.

BACKGROUND:

Adam Mosher is requesting a special event license at the Chautauqua Park for a disc golf tournament July 17th - 19th. There will be no alcohol sold, alcohol consumption however, will be limited to the park. This event was successfully held in 2019.

FINANCIAL IMPACT:

There is no direct cost associated with this item.

OPTIONS:

DISCUSSION:

Respectfully submitted,
Jason Rabe
City Administrator

COUNCIL MEMO

DATE: 6/3/2020

SUBJECT: BCBS Renewal Review

ORIGINATING DEPARTMENT: Administration

DISCUSSION:

This is still being worked on, however I will have information we can start reviewing before our June 17th meeting when Mark Isley from HUB will be in attendance to give the full presentation. Our goal for this meeting is to get the council up to speed so that the 17th presentation goes smoothly. From a schedule perspective, we are right on track to meet our renewal deadline while also making an informed decision.

Respectfully submitted,
Jason Rabe
City Manager

COUNCIL MEMO

DATE: 6/3/2020

SUBJECT: Solar RFP Review

ORIGINATING DEPARTMENT: Administration

DISCUSSION:

The last few years, the staff and the city council have been methodically exploring the possibility of a solar project within city limits to add to our existing power generation capabilities. This is something that could provide a community solar aspect, which would allow citizens to purchase solar power without having to keep them on their property or maintain them. It would also need to provide an economic benefit to our power customers. Last, it would also provide partnership capabilities with NCK Tech and our local schools as there has been significant interest and coursework in solar technology that having a large scale solar system in town would benefit. The potential location for a 1-2 MW system would be on the farm ground near the sewer plant facility. This would provide a direct tie into our main power feed and also help support one of our major circuits.

An initial step in this process is to put out a RFP to see what the actual economics of project would look like in order for the council to make a good decision on moving forward.

We have received 7 proposals with multiple options from our RFP request that was due on May 22nd. I would consider this a great response and should provide a good basis to make decisions about moving forward. We will discuss those RFP results and determine which proposal(s) we want to explore further as we work to acquire a solar installation for our community. Scott Shreve is working to get these compiled and will presenting them at our work session.

Respectfully submitted,
Jason Rabe
City Manager

COUNCIL MEMO

DATE: 6/3/2020

SUBJECT: Electric Rates

ORIGINATING DEPARTMENT: Administration

DISCUSSION:

The Beloit City Council made a series of rate adjustments back in 2015/2016 to provide for a reserve fund and allow the improvement of our electric grid. The reserve fund goal has been largely met. The electric grid improvement is a continual work in progress, however we do have the capital to continue to invest and improve our infrastructure. The last few years we have made several power portfolio moves that in combination with a lower electric rate cost environment have allowed us to recommend a lower rate structure. In the last 18 months, the city has lowered the PCA which has provided for a reduction in power costs to the end user. However, we feel a larger overall structure change is warranted. We are proposing rolling back the most recent rate structure increase as an initial step. This should continue to be a measured approach as we can control certain costs, however we can't control usage or aspects of power costs. As I stated last quarter, we will continue to monitor this after a change is made to bring further recommendations.

Respectfully submitted,
Jason Rabe
City Manager

COUNCIL MEMO

DATE: 6/3/2020

SUBJECT: Mosquito Treatment

ORIGINATING DEPARTMENT: Administration

DISCUSSION:

The City of Beloit has been approached by a local provider to inquire about the interest of fogging the community for mosquitoes, treat drainage ways (stagnant water), and parks/sports complex. I wanted to run this by council to see if this is something we were interested in or if we were interested in components of this. We would require any vendor be certified/licensed, trained, and insured to insure that is performed to KDHE guidelines.

Respectfully submitted,
Jason Rabe
City Manager