



119 North Hersey Avenue
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www.beloitks.org

CITY COUNCIL AGENDA

Wednesday, August 4, 2021
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 Manager Report
 - a. KDHE WTP Update-Site Layout Presentation August 18th
 - b. Airport Project Update
 - c. Sales Tax Update
- C. Economic Development Director Report
- D. Police Chief Report

4. PUBLIC HEARING

- A. None

5. CONSENT AGENDA

- A. 7/21/2021 City Council Meeting Minutes
- B. Appropriations 8A

6. ORDINANCES

- A. Ordinance 2290 Rezoning 304 E. Main St.

7. RESOLUTIONS

- A. None

8. FORMAL ACTIONS

- A. Demolition Contract with C4 for 214 and 414 N. Mill St.
- B. Preliminary N. Walnut Stormwater Pipe Purchase

9. CLOSED SESSION

10. ADJOURNMENT

WORK SESSION AGENDA

1. CORRESPONDENCE AND STAFF REPORTS

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

2. DISCUSSION ITEMS

- A. None

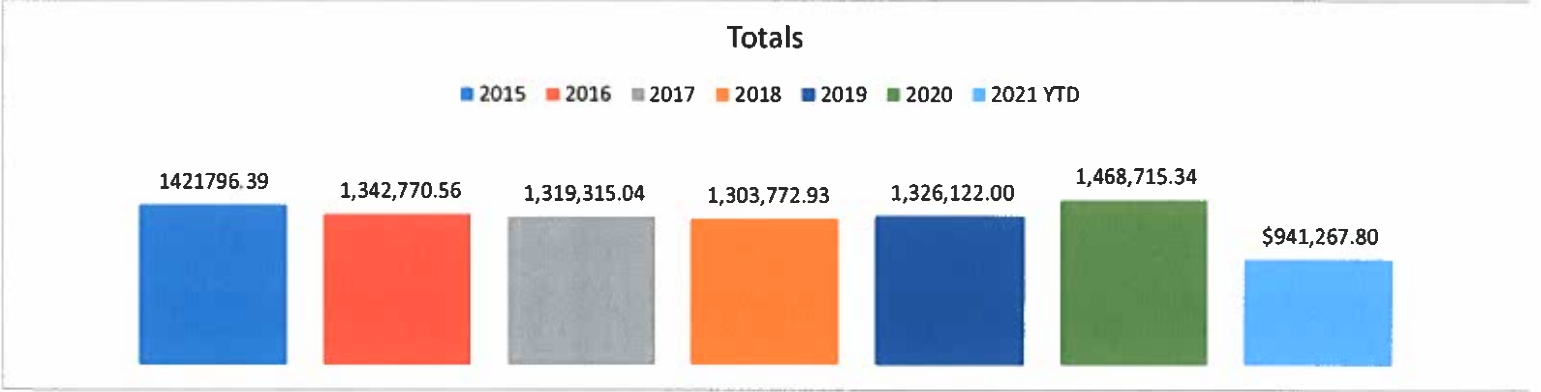
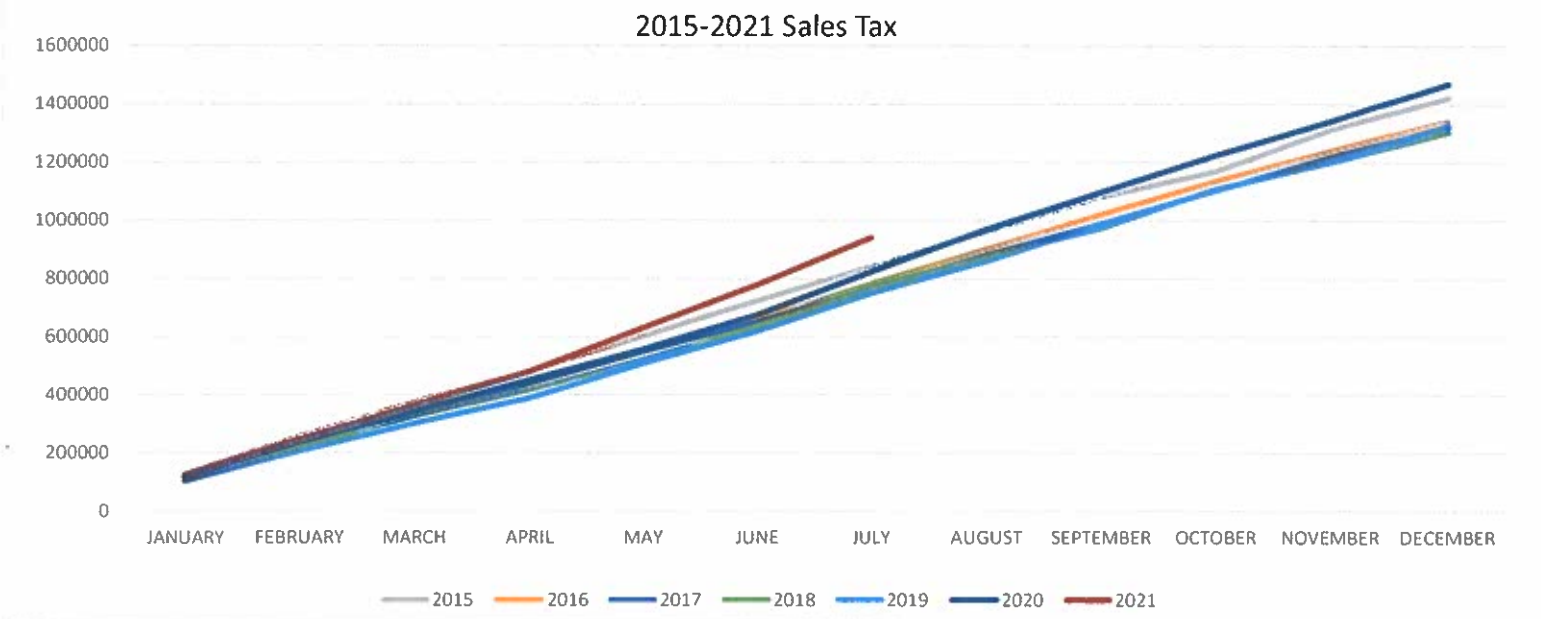
3. ADJOURNMENT

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

The Public Comment section is to allow members of the public to address the Council on matters pertaining to any business within the scope of Council authority and 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.

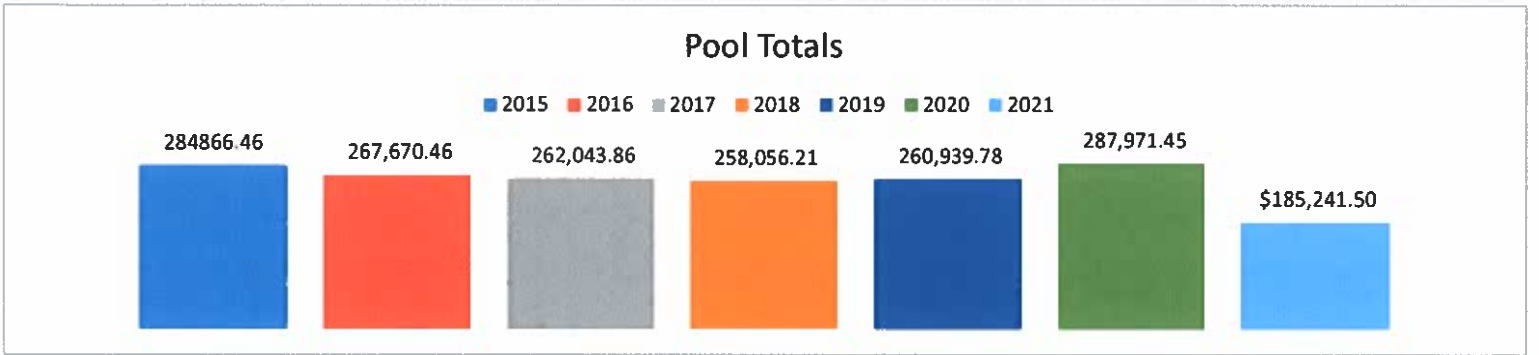
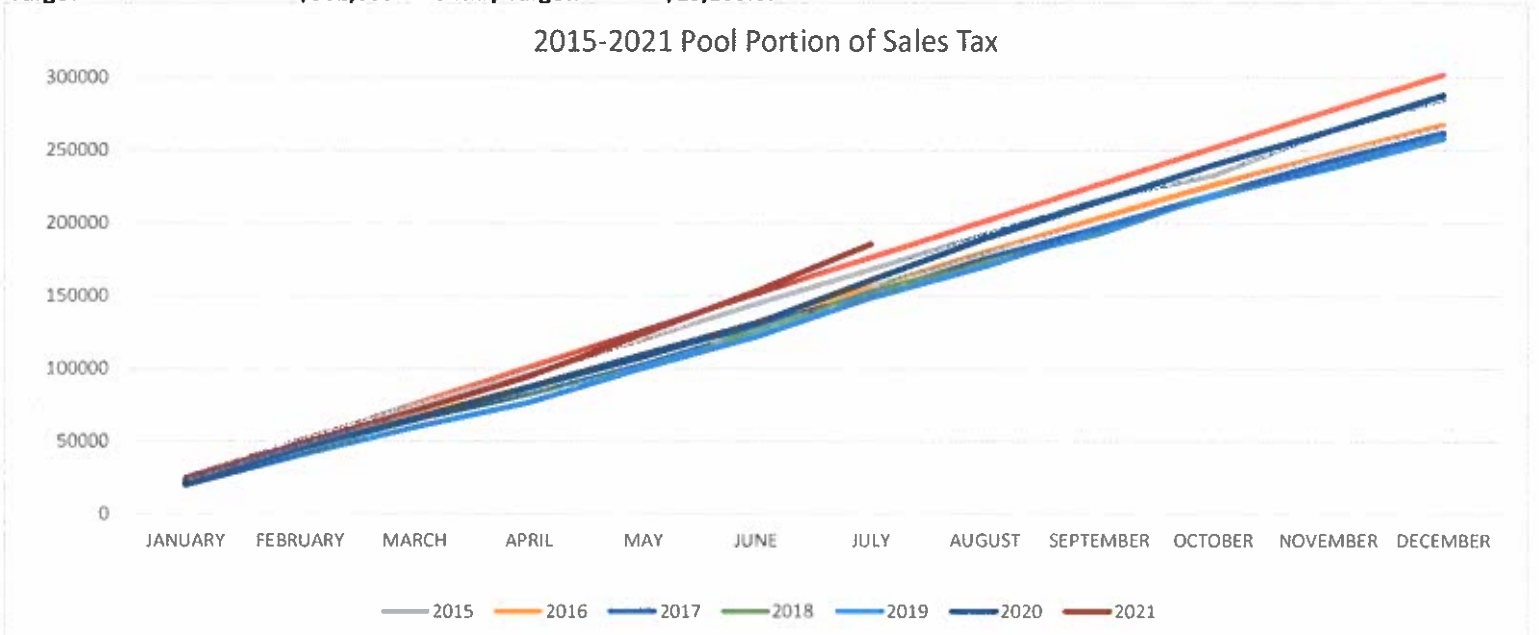
CITY OF БЕЛОIT SALES TAX REVENUE

	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	\$ 122,030.39
MARCH	\$ 115,205.86	\$ 109,246.42	\$ 103,763.45	\$ 106,384.25	\$ 94,525.59	\$ 105,946.59	\$ 116,133.90
APRIL	\$ 103,651.62	\$ 99,984.99	\$ 113,938.45	\$ 89,916.96	\$ 87,499.43	\$ 107,404.22	\$ 120,037.71
MAY	\$ 121,941.32	\$ 113,426.40	\$ 109,437.07	\$ 104,627.60	\$ 119,176.31	\$ 106,176.29	\$ 149,100.11
JUNE	\$ 122,286.55	\$ 109,101.67	\$ 102,372.18	\$ 115,972.71	\$ 111,186.28	\$ 119,138.56	\$ 148,834.07
JULY	\$ 117,642.41	\$ 122,005.99	\$ 110,024.70	\$ 133,246.04	\$ 131,660.73	\$ 149,419.31	\$ 163,966.08
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	
Monthly Average	\$ 1,421,796.39	\$ 1,342,770.56	\$ 1,319,315.04	\$ 1,303,772.93	\$ 1,326,122.00	\$ 1,468,715.34	\$ 941,267.80



SALES TAX REVENUE- Pool

Pool Fund	2015	2016	2017	2018	2019	2020	2021
JANUARY	\$ 25,430.95	\$ 23,544.13	\$ 20,489.41	\$ 21,874.28	\$ 19,644.46	\$ 21,474.97	\$ 23,845.38
FEBRUARY	\$ 25,891.76	\$ 21,744.87	\$ 22,991.91	\$ 21,843.41	\$ 20,890.34	\$ 23,348.15	\$ 24,015.58
MARCH	\$ 23,302.95	\$ 22,070.58	\$ 20,807.49	\$ 21,064.45	\$ 19,065.28	\$ 20,911.79	\$ 22,855.15
APRIL	\$ 20,683.05	\$ 20,161.00	\$ 22,472.92	\$ 17,497.90	\$ 16,862.80	\$ 20,997.83	\$ 23,623.42
MAY	\$ 24,458.77	\$ 22,405.96	\$ 22,084.66	\$ 20,370.61	\$ 23,752.41	\$ 20,914.35	\$ 29,342.90
JUNE	\$ 24,568.81	\$ 21,793.03	\$ 20,317.77	\$ 23,165.00	\$ 21,594.77	\$ 23,046.13	\$ 29,290.54
JULY	\$ 23,665.05	\$ 24,270.94	\$ 21,748.58	\$ 26,524.77	\$ 26,380.17	\$ 29,629.30	\$ 32,268.52
AUGUST	\$ 24,151.25	\$ 23,853.22	\$ 24,369.77	\$ 20,943.37	\$ 21,939.70	\$ 29,052.42	
SEPTEMBER	\$ 23,934.91	\$ 23,568.13	\$ 21,375.43	\$ 19,339.21	\$ 25,430.05	\$ 25,516.04	
OCTOBER	\$ 16,798.71	\$ 22,955.16	\$ 22,846.33	\$ 27,059.09	\$ 22,733.09	\$ 24,995.15	
NOVEMBER	\$ 29,992.95	\$ 20,623.78	\$ 22,792.35	\$ 17,475.09	\$ 19,809.78	\$ 23,001.89	
DECEMBER	\$ 21,987.30	\$ 20,679.66	\$ 19,747.24	\$ 20,899.03	\$ 22,836.93	\$ 25,083.43	
	\$ 284,866.46	\$ 267,670.46	\$ 262,043.86	\$ 258,056.21	\$ 260,939.78	\$ 287,971.45	\$ 185,241.50
Monthly Avg.	\$ 23,738.87	\$ 22,305.87	\$ 21,836.99	\$ 21,504.68	\$ 21,744.98	\$ 23,997.62	\$ 26,463.07
Target:	\$302,000	Monthly Target:	\$25,166.67				



SALES TAX REVENUE- CIP

CIP FUND	2015	2016	2017	2018	2019	2020	2021
JANUARY	\$ 59,338.88	\$ 54,936.32	\$ 47,808.64	\$ 51,039.99	\$ 45,837.07	\$ 50,108.27	\$ 55,663.45
FEBRUARY	\$ 60,414.12	\$ 50,738.04	\$ 53,647.78	\$ 50,967.97	\$ 48,744.12	\$ 54,479.00	\$ 56,060.76
MARCH	\$ 54,373.54	\$ 51,498.01	\$ 48,550.83	\$ 49,150.39	\$ 44,485.67	\$ 48,794.18	\$ 53,351.91
APRIL	\$ 48,260.46	\$ 47,042.34	\$ 52,436.80	\$ 40,828.42	\$ 39,346.52	\$ 48,994.93	\$ 55,145.32
MAY	\$ 57,070.45	\$ 52,280.59	\$ 51,530.89	\$ 47,531.43	\$ 55,415.28	\$ 48,800.14	\$ 68,496.59
JUNE	\$ 57,327.21	\$ 50,850.42	\$ 47,408.13	\$ 54,051.67	\$ 50,387.81	\$ 53,774.32	\$ 68,374.37
JULY	\$ 55,218.44	\$ 56,632.20	\$ 50,746.68	\$ 61,891.14	\$ 61,553.72	\$ 69,135.03	\$ 75,326.02
AUGUST	\$ 56,352.91	\$ 55,657.51	\$ 56,862.79	\$ 48,867.85	\$ 51,192.62	\$ 67,788.97	
SEPTEMBER	\$ 55,848.13	\$ 54,992.29	\$ 49,875.99	\$ 45,124.84	\$ 59,336.78	\$ 59,537.42	
OCTOBER	\$ 39,196.98	\$ 53,562.03	\$ 53,308.11	\$ 63,137.87	\$ 53,043.87	\$ 58,322.03	
NOVEMBER	\$ 69,983.54	\$ 48,122.15	\$ 53,182.15	\$ 40,775.20	\$ 46,222.83	\$ 53,671.08	
DECEMBER	\$ 51,303.70	\$ 48,252.54	\$ 46,076.88	\$ 48,764.41	\$ 53,286.16	\$ 58,528.02	
	\$ 664,688.36	\$ 624,564.44	\$ 611,435.67	\$ 602,131.18	\$ 608,852.45	\$ 671,933.39	\$ 432,418.43
Monthly Avg.	\$ 55,390.70	\$ 52,047.04	\$ 50,952.97	\$ 50,177.60	\$ 50,737.70	\$ 55,994.45	\$ 61,774.06
						6 Year Average	\$ 630,600.92

2015-2021 CIP Portion of Sales Tax



CIP Totals



BELOIT CITY COUNCIL MEETING MINUTES
July 21, 2021

The Beloit City Council met in regular session on July 21, 2021 in the Council Chambers. Mayor Tom Naasz called the meeting to order at 7:00 p.m. Council Members in attendance were Todd Adolph, Tony Gengler, Matt Otte, Lee McMillan, Andrew Grabon. Also, present was City Attorney Katie Schroeder, City Manager Jason Rabe, and City Clerk Amanda Lomax. Absent from the meeting was Councilor Jamie Meier.

Department heads in attendance were Heather Hartman and Jim Bentz

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

City Manager Jason Rabe reported on the following:

1. Solar Project Update – working on interconnection of solar power to hook into our system. The construction is expected to begin in September and be completed by January.
2. North Walnut Update – Spoke with Bruce Kimmel with Ehlers and discussed bond issuance timeline. Schwab-Eaton is done with most of the surveying and plan to bid the job in December.
3. South Highway 14 local bid went out last week.

Community Director Heather Hartman gave her report to Council. Prayer and Action is in town, The Destination Boot Camp speaker will be in town, and there will be a landbank presentation in Jewell.

Engineers with Schwab-Eaton and Tetra-Tech did an online presentation on the progress of the water treatment plant design.

A motion was made by Councilor McMillan and seconded by Councilor Adolph to approve the July 7, 2021 Council Meeting Minutes, and Appropriations 7B in its entirety. Motion carried 5-0. Nays: None.

A motion was made by Councilor Grabon and seconded by Councilor Gengler to approve the fully funded health and dental insurance in an approximate amount of \$1,118,494.00 from Blue Cross Blue Shield. I also recommend that the Council maintain the starting employer rate of 83% and employee contribution rate at 17% for the Comprehensive Major Medical, and employer of 94% and employee contribution rate at 6% for the High Deductible insurance plan. Motion carried 5-0. Nays: None.

A motion was made by Councilor Gengler and seconded by Councilor McMillan to approve the requested Chautauqua Park Closure for Prairie Winnies on August 12th – 14th, 2021. Motion carried 5-0. Nays: None.

A motion was made by Councilor Adolph and seconded by Councilor McMillan to approve the Special Event Request from the Millapalooza Committee for September 11, 2021. Motion carried 5-0. Nays: None.

A motion was made by Councilor Grabon and seconded by Councilor Otte to approve the Intent to Exceed the Revenue Neutral Rate for the 2022 Budget. Motion carried 5-0. Nays: None.

Mayor Naasz excused himself from the meeting and turned the meeting over to Council President Andrew Grabon.

A motion was made by Councilor McMillan and seconded by Councilor Adolph to approve the quote from Heineken Electric for LED Lighting for the Cookie Ballfield in the amount of \$39,900.00. Motion carried 5-0. Nays: None.

A motion was made by Councilor Otte and seconded by Councilor McMillan to approve the Demolition Bid for the property located at 214 N Mill for \$8,500.00 and 414 N Mill for \$8,800.00 from C4 Construction LLC. The City will pay the landfill fees. Motion carried 5-0. Nays: None.

A motion was made by Councilor Grabon and seconded by Councilor McMillan to approve to pay the lump sum amount of \$347,914.20 for the GRDA power contract adverse weather event cost. Motion carried 5-0. Nays: None.

A motion was made by Councilor McMillan and seconded by Councilor Adolph to approve the Closed Session for the purpose of preliminary discussion of the acquisition of real property pursuant to K.S.A. 75-4319(b)(6), for a period of 10 minutes. The open meeting will resume at the end of the executive session. Motion carried 5-0. Nays: None. Time started 8:28 p.m. and ended 8:38 p.m.

A motion was made by Councilor McMillan and seconded by Councilor Gengler to adjourn the meeting. Motion carried 5-0. Nays: None. The meeting ended at 8:38 p.m.

Work Session began at 8:38 p.m. Council Members in attendance were Todd Adolph, Tony Gengler, Matt Otte, Lee McMillan, Andrew Grabon. Also, present was City Attorney Katie Schroeder, City Manager Jason Rabe, and City Clerk Amanda Lomax. Absent from the meeting was Councilor Jamie Meier.

Department heads in attendance was Heather Hartman.

City Manager Jason Rabe discussed the petition for the elimination of truck route on Elm Street that Mayor Naasz received from concerned citizens.

City Manager Jason Rabe discussed the process of getting more permanent load pads at the Mortiz Memorial Airport.

City Manager Jason Rabe and City Attorney Katie Schroeder proposed a draft RFP for solid waste 5-year contract.

Work session ended 9:07 p.m.

TOM NAASZ, Mayor

ATTEST:

AMANDA LOMAX, City Clerk

Accounts Payable Detail Listing

City of Beloit

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pav#</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>Description</u>			<u>Debit</u>	<u>Credit</u>
1060	ACCURATE LABS									
83928	8/6/2021 8/6/2021 51-41-6170	150.99	SU33657			BUFFER SOLUTION & HARDNESS REAC			150.99✓	Posted 0.00
9	ACKERMAN SUPPLY									
83920	8/6/2021 8/6/2021 10-18-7450	59.99	316542			PLIER			59.99✓	Posted 0.00
11	ADVANCE INSURANCE COMPANY									
83880	8/6/2021 8/6/2021 21-00-2100	738.29				AUGUST 2021 LIFE INS PREMIUMS			738.29✓	Posted 0.00
767	AIRGAS USA, LLC									
83900	8/6/2021 8/6/2021 53-41-6230	46.12	9115357230			NITROGEN			46.12✓	Posted 0.00
1679	ALTEC INDUSTRIES INC									
83901	8/6/2021 8/6/2021 53-43-4310	125.79	11689574			SENSOR, CONTROL LIGHTS, CABLE			125.79✓	Posted 0.00
3379	AMAZON CAPITAL SERVICES									
83966	8/6/2021 8/6/2021 53-41-7450 55-00-6000 52-41-6000	319.47				14LM-N3LD-F7LK-FLASHLIGHT 13HD-LR17-9PHW-SIGNS FOR WALKING 1DCL-QW6Y-VRQ9-BATTERIES & AC CL			179.40✓ 45.90✓ 94.17✓ 319.47✓	Posted 0.00 0.00 0.00 0.00
3386	ARAMARK									
83903	8/6/2021 8/6/2021 10-15-3000	100.36	2301256300			SHOP TOWELS-RUGS			100.36✓	Posted 0.00
2032	AT&T									
83885	8/6/2021 8/6/2021 10-13-5310	181.90	08900759485827			PD INTERNET			181.90✓	Posted 0.00
2565	BAYER CONSTRUCTION COMPANY, INC									
83905	8/6/2021 8/6/2021 23-00-7200 23-00-7200	2,533.27				SMS636704-CHIPS FOR CHAUTAUQUA I SMS636777-CHIPS FOR CHAUTAUQUA I			828.12✓ 1,705.15✓ 2,533.27✓	Posted 0.00 0.00 0.00
83922	8/6/2021 8/6/2021 23-00-7200	834.49	SMS636955			CHIPS FOR CHAUTAUQUA PARK			834.49✓	Posted 0.00
63	BELL MEMORIALS LLC									
83923	8/6/2021 8/6/2021 10-13-7420	855.00	14400			VINYL LETTERING FOR CHARGER			855.00✓	Posted 0.00
69	BELOIT ENTERTAINMENT CENTER									
83904	8/6/2021 8/6/2021 10-15-7450	62.95	0723210			REPLACED SHORTED CAPACITOR			62.95✓	Posted 0.00
74	BELOIT MEDICAL CENTER, PA									
83929	8/6/2021 8/6/2021 51-41-3000	160.00	19360			PRE-EMPLOYMENT PHYSICAL			160.00✓	Posted 0.00
2735	BEVERAGE CARBONATION SERVICE									
83930	8/6/2021 8/6/2021 51-41-6170	932.64	H214360			CO2			932.64✓	Posted 0.00
88	BLUE CROSS & BLUE SHIELD INSURANCE									
83881	8/6/2021 8/6/2021 21-00-2100	29,417.34				AUGUST 2021 HEALTH INS PREMIUMS			29,417.34✓	Posted 0.00
3433	BOMGAARS									
83896	8/6/2021 8/6/2021 10-15-4310	10.99	022817			WINDSHIELD REPAIR			10.99✓	Posted 0.00
102	BROWN'S ELECTRONICS, INC									
83921	8/6/2021 8/6/2021 53-41-6000	25.00	65770			ON CALL PHONE POUCH			25.00✓	Posted 0.00
83927	8/6/2021 8/6/2021 52-41-6000	8.00	65761			HDMI CABLE			8.00✓	Posted 0.00

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name

<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
1514	RAYMOND BUDKE (continued)							
83895	8/6/2021	8/6/2021	150.00					Posted
	10-15-2911			BOOT REIMBURSEMENT			150.00 ✓	0.00
124	CARRICO IMPLEMENT							
83919	8/6/2021	8/6/2021	16,950.00	PO#08169600				Posted
	10-18-7400			MOWER			13,950.00 ✓	0.00
	10-20-7450			MOWER			3,000.00 ✓	0.00
							<u>16,950.00 ✓</u>	<u>0.00</u>
1358	CUNNINGHAM TELEPHONE & CABLE CO							
83955	8/6/2021	8/6/2021	84.24	03362				Posted
	10-15-5310			STREET DEPT			84.24 ✓	0.00
83956	8/6/2021	8/6/2021	85.75	10210				Posted
	26-00-5310			COMM DEV			85.75 ✓	0.00
83957	8/6/2021	8/6/2021	398.86	11854				Posted
	10-11-5310			ADMIN			398.86 ✓	0.00
83958	8/6/2021	8/6/2021	195.55	11856				Posted
	10-13-5310			PD			195.55 ✓	0.00
83959	8/6/2021	8/6/2021	77.82	12334				Posted
	10-14-5310			FD			77.82 ✓	0.00
83960	8/6/2021	8/6/2021	115.59	13609				Posted
	53-43-5310			SYSTEMS			38.53 ✓	0.00
	52-43-5310			SYSTEMS			38.53 ✓	0.00
	51-43-5310			SYSTEMS			38.53 ✓	0.00
							<u>115.59 ✓</u>	<u>0.00</u>
83961	8/6/2021	8/6/2021	236.35	13610				Posted
	10-22-5310			AIRPORT			236.35 ✓	0.00
83962	8/6/2021	8/6/2021	81.15	13094				Posted
	10-18-5310			PARKS & REC			81.15 ✓	0.00
83963	8/6/2021	8/6/2021	303.70	12754				Posted
	51-41-5310			WATER PLANT			84.52 ✓	0.00
	53-41-5310			POWER PLANT			219.18 ✓	0.00
							<u>303.70 ✓</u>	<u>0.00</u>
83964	8/6/2021	8/6/2021	57.82	13611				Posted
	10-21-5310			POOL			57.82 ✓	0.00
83965	8/6/2021	8/6/2021	636.30	09408				Posted
	53-41-5310			1 YR CABLE SERVICE SUBSCRIPTION			636.30 ✓	0.00
193	DOLLAR GENERAL STORE-MSC-410526							
83878	8/6/2021	8/6/2021	20.25	1001088006				Posted
	10-11-6000			AUTO KIT			20.25 ✓	0.00
206	DUNSTAN TRUCKING							
83906	8/6/2021	8/6/2021	3,632.86	19200				Posted
	23-00-7200			ROCK & HAULING FOR CHAUTAUQUA F			3,632.86 ✓	0.00
700	EMC INSURANCE COMPANY							
83882	8/6/2021	8/6/2021	1,000.00					Posted
	10-14-3000			CLAIM Z01646300			500.00 ✓	0.00
	10-14-3000			CLAIM Z01646308			500.00 ✓	0.00
							<u>1,000.00 ✓</u>	<u>0.00</u>
2659	HAWKINS							
83931	8/6/2021	8/6/2021	740.00	4983017				Posted
	51-41-6170			CHLORINE			740.00 ✓	0.00
290	HAYS FIRE & RESCUE SALES & SERVICE, LLC							
83893	8/6/2021	8/6/2021	1,100.16					Posted
	10-14-3000			5248D-SHOP WORK			1,050.00 ✓	0.00
	10-14-6000			5210N-AUTOMATIC DRAIN			50.16 ✓	0.00
							<u>1,100.16 ✓</u>	<u>0.00</u>
2937	HEIMAN INC							
83894	8/6/2021	8/6/2021	29.56	0899920-IN				Posted
	10-14-6000			LOCKING MECHANISM			29.56 ✓	0.00
3078	HISEROTE TRASH SERVICE							
83952	8/6/2021	8/6/2021	17,948.39					Posted
	54-41-3000			TRASH COLLECTION			17,948.39 ✓	0.00

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	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
2517	HQH2O INC. (continued)							
83974	8/6/2021	8/6/2021	11.50	335450				Posted
	10-13-6000			WATER			11.50✓	0.00
328	IIMC							
83879	8/6/2021	8/6/2021	340.00					Posted
	10-11-5410			M. LOMAX MEMBERSHIP DUES			200.00✓	0.00
	10-11-5410			J. ROSEBAUGH MEMBERSHIP DUES			140.00✓	0.00
							340.00✓	0.00
1283	KANSAS WATER ENVIRONMENT ASSOC							
83933	8/6/2021	8/6/2021	70.00					Posted
	52-43-2400			J. BROWN-CERTIFICATION EXAM			70.00✓	0.00
486	KDHE-BUREAU OF WATER							
83932	8/6/2021	8/6/2021	185.00					Posted
	52-41-3000			AUG. 2021-AUG.2022 WASTEWATER PE			185.00✓	0.00
1887	KMEA GRDA OPERATING FUND							
83908	8/6/2021	8/6/2021	146,497.33	GRDA-BE-21-08				Posted
	53-41-6220			AUGUST SERVICE			146,497.33✓	0.00
556	KMEA WAPA OPERATING FUND							
83909	8/6/2021	8/6/2021	15,634.75	WAPA-BL-21-07				Posted
	53-41-6220			JULY SERVICE			15,634.75✓	0.00
366	KMEA/KMGA							
83907	8/6/2021	8/6/2021	3,598.31	KMGA-BE-2021-06				Posted
	53-41-6220			JUNE SERVICE			3,598.31✓	0.00
1037	LATTIN AVIATION-TRAVIS LATTIN							
83916	8/6/2021	8/6/2021	1,200.00					Posted
	10-22-3000			SERVICE CONTRACT-AUGUST			1,200.00✓	0.00
188	LAWSON PRODUCTS INC							
83910	8/6/2021	8/6/2021	1,121.82					Posted
	53-41-4330			9308599878-BALL VALVE, UNION, ELBO			632.31✓	0.00
	53-41-6000			9308580091-DRILL BITS			144.20✓	0.00
	53-41-6000			9308577664-CRIMP TOOLS & DRILL BITS			345.31✓	0.00
							1,121.82✓	0.00
409	LIGHT & WATER UTILITIES							
83953	8/6/2021	8/6/2021	33,615.72	7/31/2021				Posted
	10-11-6220			ADMIN			1,947.33✓	0.00
	10-11-6220			ADMIN SHARE			6.07✓	0.00
	10-13-6220			PD SHARE			6.06✓	0.00
	51-41-6220			WATER SHARE			6.06✓	0.00
	10-14-6220			FIRE DEPT			282.43✓	0.00
	10-15-6220			TRANSPORTATION			357.67✓	0.00
	10-18-6220			PARKS & REC			9,328.24✓	0.00
	10-20-6220			CEMETERY			81.55✓	0.00
	10-22-6220			AIRPORT			198.15✓	0.00
	51-41-6220			WATER PLANT			8,162.23✓	0.00
	52-41-6220			SEWER PLANT			7,290.14✓	0.00
	53-41-6220			POWER PLANT			857.35✓	0.00
	51-43-6220			WATER SYSTEMS			170.14✓	0.00
	52-43-6220			SEWER SYSTEMS			170.14✓	0.00
	53-43-6220			SYSTEMS OP SHARE			170.13✓	0.00
	51-43-6220			SYSTEMS OP SHARE			29.82✓	0.00
	52-43-6220			SYSTEMS OP SHARE			29.82✓	0.00
	53-43-6220			SYSTEMS OP SHARE			29.82✓	0.00
	10-13-6220			PD SHARE			29.81✓	0.00
	53-43-6220			ELECTRIC SYSTEMS			65.89✓	0.00
	10-19-6220			NORTH CAMPUS			1,542.05✓	0.00
	10-21-6220			POOL			2,835.32✓	0.00
	10-13-6220			PD			19.50✓	0.00
							33,615.72✓	0.00
424	MCHENRY ELECTRIC & SUPPLY							
83898	8/6/2021	8/6/2021	121.65	028794				Posted
	53-43-4330			SHARPEN & NEW CHAIN			121.65✓	0.00

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name

<u>Pav#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
424	MCHENRY ELECTRIC & SUPPLY (continued)							
83918	8/6/2021	8/6/2021	79.00	028799				Posted
	10-18-6180			BAR OIL			79.00 ✓	0.00
459	MISSISSIPPI LIME CO							
83934	8/6/2021	8/6/2021	6,659.04	1559089				Posted
	51-41-6170			QUICKLIME			6,659.04 ✓	0.00
467	MITCHELL CO HIGHWAY DEPT							
83897	8/6/2021	8/6/2021	1,008.80	13001				Posted
	25-00-6090			PREMIX			1,008.80 ✓	0.00
471	MITCHELL COUNTY NOXIOUS WEED DEPT							
83935	8/6/2021	8/6/2021	217.02					Posted
	51-41-3000			2021149-WEED KILLER			165.44 ✓	0.00
	51-41-3000			2021150-WEED KILLER			51.58 ✓	0.00
							217.02 ✓	0.00
470	MITCHELL COUNTY SOLID WASTE							
83917	8/6/2021	8/6/2021	191.80					Posted
	30-00-7200			018525A-LUMBER-DEMO LIONS SHED			104.40 ✓	0.00
	30-00-7200			018522A-LUMBER-DEMO LIONS SHED			99.60 ✓	0.00
	30-00-7200			018521A-LUMBER-DEMO LIONS SHED			60.00 ✓	0.00
	30-00-7200			018515A-LUMBER-DEMO LIONS SHED			65.20 ✓	0.00
	30-00-7200			018512A-LUMBER-DEMO LIONS SHED			44.40 ✓	0.00
	30-00-7200			018510A-LUMBER-DEMO LIONS SHED			36.40 ✓	0.00
	30-00-7200			018539A-LUMBER-DEMO LIONS SHED			11.60 ✓	0.00
	52-41-3000			018261A-PD TWICE			0.00	219.80 ✓
	52-41-3000			007009-PD TWICE			0.00	10.00 ✓
							421.60 ✓	229.80 ✓
342	MUNICIPAL SUPPLY INC. OF NEBRASKA							
83936	8/6/2021	8/6/2021	335.23					Posted
	51-43-6080			0803932-IN-CLAMPS			299.52 ✓	0.00
	51-43-6080			0803933-IN-TEE & RESTRAINT			35.71 ✓	0.00
							335.23 ✓	0.00
3291	NARTEC, INC							
83924	8/6/2021	8/6/2021	12.50	16340				Posted
	10-13-6000			CERTIFICATION KITS			12.50 ✓	0.00
1028	NCK COMMUNITY NETWORK							
83973	8/6/2021	8/6/2021	60.00	93782				Posted
	10-11-3000			VIRTUAL DOMAIN RENEWAL			60.00 ✓	0.00
3407	NCK DIG IT LLC							
83968	8/6/2021	8/6/2021	2,900.00	126				Posted
	52-43-3000			EXCAVATION FOR SEWER LINE-STJ SC			2,900.00 ✓	0.00
2301	NEX-TECH WIRELESS							
83886	8/6/2021	8/6/2021	325.35	8490014				Posted
	10-13-5310			PD PHONES			325.35 ✓	0.00
83887	8/6/2021	8/6/2021	98.51	8501428				Posted
	25-00-7450			STREET DEPT-PHONE BILL			98.51 ✓	0.00
750	NORTH CENTRAL AIR, INC							
83967	8/6/2021	8/6/2021	89.10					Posted
	52-43-4360			SOLENOID			89.10 ✓	0.00
3200	NUTRIEN AG SOLUTIONS							
83912	8/6/2021	8/6/2021	256.00	46261484				Posted
	10-15-6170			RIFLE, LIBERATE, LANDMASTER			256.00 ✓	0.00
2897	OFFICE DEPOT, INC.							
83888	8/6/2021	8/6/2021	359.12					Posted
	10-12-6110			180077647001-TONER, LYSOL, FOLDER			62.38 ✓	0.00
	10-13-6000			180077647001-TONER, LYSOL, FOLDER			240.36 ✓	0.00
	10-12-6110			183321334001-FOLDERS			56.38 ✓	0.00
							359.12 ✓	0.00
2946	PACE ANALYTICAL SERVICES, INC.							

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name

<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
<u>Account#</u>	<u>Work Order</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>				
2946	PACE ANALYTICAL SERVICES, INC. (continued)							
83937	8/6/2021	8/6/2021	2,475.00					Posted
	52-41-3000			2160135554-LAB TESTING			535.00 ✓	0.00
	51-41-3000			2160137481-LAB TESTING			725.00 ✓	0.00
	51-41-3000			2160136939-LAB TESTING			490.00 ✓	0.00
	51-41-3000			2160136616-LAB TESTING			725.00 ✓	0.00
							<u>2,475.00 ✓</u>	<u>0.00</u>
83969	8/6/2021	8/6/2021	533.00	2160137640				Posted
	52-41-3000			LAB TESTING			533.00 ✓	0.00
527	PIERCE ELECTRONICS							
83925	8/6/2021	8/6/2021	3,866.30	30975				Posted
	10-13-7470			2 HANDHELD RADIOS			3,866.30 ✓	0.00
83970	8/6/2021	8/6/2021	500.00	30980				Posted
	52-43-3000			PAGING SYSTEM FOR LIFT STATIONS			500.00 ✓	0.00
478	POWERPLAN							
83911	8/6/2021	8/6/2021	277.00	1639601				Posted
	10-15-4330			TIE RODS			277.00 ✓	0.00
1263	PRAIRIE FIRE COFFEE ROASTERS							
83899	8/6/2021	8/6/2021	51.97	1319807				Posted
	53-43-3000			COFFEE			17.33 ✓	0.00
	52-43-3000			COFFEE			17.32 ✓	0.00
	51-43-3000			COFFEE			17.32 ✓	0.00
							<u>51.97 ✓</u>	<u>0.00</u>
83902	8/6/2021	8/6/2021	138.70	1319809				Posted
	10-15-3000			COFFEE			138.70 ✓	0.00
2979	RAY'S APPLE MARKET							
83877	8/6/2021	8/6/2021	35.29					Posted
	10-11-6000			5370-KLEENEX, CREAMER, WATER			51.57 ✓	0.00
	53-43-6000			9319-CREDIT FOR OVERPAYMENT			0.00	5.43 ✓
	52-43-6000			9319-CREDIT FOR OVERPAYMENT			0.00	5.43 ✓
	51-43-6000			9319-CREDIT FOR OVERPAYMENT			0.00	5.42 ✓
							<u>51.57 ✓</u>	<u>16.28 ✓</u>
83954	8/6/2021	8/6/2021	33.95	0103				Posted
	10-11-6000			WATER, TEA, SPLENDA			33.95 ✓	0.00
3036	RED EQUIPMENT, LLC							
83938	8/6/2021	8/6/2021	417.17	1441				Posted
	52-43-4360			CASTER WHEEL WITH SPRING			417.17 ✓	0.00
3209	RESPONDER							
83926	8/6/2021	8/6/2021	1,092.00					Posted
	10-13-5310			JULY-SEPTEMBER SERVICE			1,092.00 ✓	0.00
582	SALINA SUPPLY COMPANY							
83913	8/6/2021	8/6/2021	961.64					Posted
	53-41-4330			S100200257.001-BALL VALVE, SOCKET			1,396.38 ✓	0.00
	51-41-4360			S100191867.003-CREDIT INV S10019186			0.00	434.74 ✓
							<u>1,396.38 ✓</u>	<u>434.74 ✓</u>
94	SCHENDEL PEST CONTROL							
83914	8/6/2021	8/6/2021	335.00					Posted
	53-43-3000			AGREEMENT RENEWAL			111.67 ✓	0.00
	52-43-3000			AGREEMENT RENEWAL			111.67 ✓	0.00
	51-43-3000			AGREEMENT RENEWAL			111.66 ✓	0.00
							<u>335.00 ✓</u>	<u>0.00</u>
2418	SCHROEDER LAW OFFICE, LLC							
83971	8/6/2021	8/6/2021	33.90	4360				Posted
	10-11-6110			JUNE & JULY OFFICE EXPENSES			33.90 ✓	0.00
488	SCHWAB EATON BELOIT							
83975	8/6/2021	8/6/2021	123,583.38	20.112AB-4				Posted
	56-00-3000			WATER TREATMENT IMPROVEMENTS			123,583.38 ✓	0.00
1991	SIMPSON FARM ENTERPRISES							
83939	8/6/2021	8/6/2021	27.78	42647B				Posted
	52-41-4360			COUPLER, NIPPLE, VALVE			27.78 ✓	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 STANION WHSE ELECTRIC COMPANY (continued)							
83915	8/6/2021	8/6/2021	390.26				Posted
	53-43-6000	5156195-01-SPLITBOLT CONNECTORS	276.99 ✓	0.00			
	53-43-6000	5161572-00-SPLITBOLT CONN, INSULAT	113.27 ✓	0.00			
			390.26 ✓				
2830 SUNSHINE INDUSTRIAL INC							
83940	8/6/2021	8/6/2021	229.12 40979				Posted
	51-43-6090	BLADE	229.12 ✓	0.00			
822 USA BLUE BOOK							
83941	8/6/2021	8/6/2021	175.12 659172				Posted
	52-43-4360	ROPE & SEWER HOSE	175.12 ✓	0.00			
2067 VERIZON WIRELESS SERVICES, LLC							
83883	8/6/2021	8/6/2021	208.29 9884272644				Posted
	10-11-5310	ADMIN	58.57 ✓	0.00			
	53-43-5310	SYSTEMS	23.57 ✓	0.00			
	52-43-5310	SYSTEMS	26.66 ✓	0.00			
	51-43-5310	SYSTEMS	26.67 ✓	0.00			
	51-41-5310	WATER PLANT STAND BY PHONE	22.27 ✓	0.00			
	10-20-5310	CEMETERY	50.55 ✓	0.00			
			208.29 ✓				
83884	8/6/2021	8/6/2021	84.22 9884281990				Posted
	53-41-5310	POWER PLANT STAND BY PHONE	40.61 ✓	0.00			
	52-41-5310	SEWER PLANT	43.61 ✓	0.00			
			84.22 ✓				
3382 WILSON COMMUNICATIONS							
83972	8/6/2021	8/6/2021	4,425.00				Posted
	10-11-3360	SERVICE CONTRACT	1,925.00 ✓	0.00			
	51-41-3000	SERVICE CONTRACT	345.00 ✓	0.00			
	53-41-3000	SERVICE CONTRACT	290.00 ✓	0.00			
	53-43-3000	SERVICE CONTRACT	236.67 ✓	0.00			
	52-43-3000	SERVICE CONTRACT	236.67 ✓	0.00			
	51-43-3000	SERVICE CONTRACT	236.66 ✓	0.00			
	10-17-3000	SERVICE CONTRACT	320.00 ✓	0.00			
	10-15-3000	SERVICE CONTRACT	425.00 ✓	0.00			
	52-41-3000	SERVICE CONTRACT	250.00 ✓	0.00			
	10-20-3000	SERVICE CONTRACT	160.00 ✓	0.00			
			4,425.00 ✓				

435,268.58 85 Non-voided payables listed.

Report Setup
 AP - Accounts Payable Listing : Vendor Name
 Filter Options
 Starting: 8/6/2021
 Ending: 8/6/2021
 Banks: All
 Payable Status: Posted, Printed, ACH, Recorded, Voided
 All Vendors Selected

REQUEST FOR COUNCIL ACTION

DATE: 7/21/2021

TITLE: Ordinance 2290 Rezoning

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend Council approve Ordinance 2290 Re-Zoning property located at 304 E. Main St. from "R-3 (High Density Residential) to MU-R (Mixed Use Residential) based on the Beloit Planning Commission recommendation.

BACKGROUND:

Mr. Reynoso, who owns 304 E. Main St., is looking to rezone the property to preserve the historical characteristics of the home while opening it up to the community. Mr. Reynoso would like to maintain his residency on the second floor of the home while allowing the main floor of the home to be used for community events and/or ministerial use. The Beloit Planning Commission has recommended the zoning change for approval.

FINANCIAL IMPACT:

There is no direct cost associated with this agenda item.

OPTIONS:

DISCUSSION:

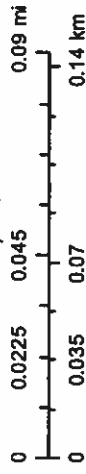
Respectfully submitted,
Jason Rabe
City Manager



August 2, 2021
14:20 PM

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

1:2,715



- | | | | | | |
|--|-------------|--|-----|--|--------------|
| | City Limits | | R-2 | | I-2 |
| | Parcels | | R-3 | | N/A |
| | R-1 | | C-1 | | City Streets |
| | | | C-2 | | |
| | | | B-P | | |
| | | | I-1 | | |

REQUEST FOR COUNCIL ACTION

DATE: 8/4/2021

TITLE: Demolition Bid for 214 N Mill and 414 N Mill Street

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend that Council approve the Demolition Contract with C4 Construction LLC for the property located at 214 N Mill for \$8,500.00 and 414 N Mill for \$8,800.00. The city will pay the landfill fees.

*Note: The council approved and accepted the bid from C4 at our 07/21/21 meeting, this is to approve a contract with C4.

BACKGROUND:

FINANCIAL IMPACT:

The funding for this project will be paid out of the CIP Fund 30-00-3000.

OPTIONS:

DISCUSSION:

Respectfully submitted,
Jason Rabe
City Manager

CONTRACT FOR DEMOLITION OF STRUCTURE

THIS AGREEMENT, made and entered into this ___ day of August, 2021, by and between the City of Beloit, a municipal corporation of the State of Kansas, hereinafter referred to as the "City" with an office located at 119 N. Hersey, Beloit, Kansas 67420 and C4 Construction, LLC, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the City desires to engage the Contractor to render certain construction services hereafter described as Demolition and Removal of Nuisance Structures at 214 N. Mill and 414 N. Mill which is included in the Request for Bid document and Bid Specifications document, which is attached hereto and incorporated herein; and

WHEREAS, the Contractor submitted a bid cost submittal which bid cost submittal is attached hereto and incorporated herein; and

WHEREAS, the Beloit City Council has selected the Contractor as having submitted the most appropriate bid for performing services under this agreement.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Contractor as follows:

1. Services. The City agrees to engage the services of the Contractor and the Contractor agrees to perform the services in strict accordance with the terms of the Request for Bid and Bid Specifications and the conditions of this contract, and in accordance with the standard of care, skill and expertise ordinarily used by other members of contractor's profession in performing similar services.

2. Contract Documents. The agreement between the City and the Contractor shall consist of (1) The Contract form which embodies the requirements contained herein, (2), Request for Bid and Bid Specifications, and any amendments thereto, and (3) the bid, as accepted, submitted in response to the Request for Bid. The City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Bid or the Contractor's Bid. In all other matters not affected by the written clarification, if any, the Request for Bid shall govern. The Contractor is cautioned that the bid shall be subject to acceptance without further clarification.

3. Modification of Contract. The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Contractor. Upon request by the City, the Contractor shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

****All demolition work shall be completed within 120 days of the execution of this Contract.**

**** Contractor agrees to demolish the main structure on each lot in addition to the accessory building(s) located on each lot.**

4. Exchange of Data. All information, data, and reports in the City's possession and necessary for the carrying out of the work, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. Personnel. The Contractor represents that Contractor will secure at Contractor's own expense, all personnel required to perform the services called for under this contract by Contractor. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

6. Term. The services of the Contractor shall commence only as authorized by City notice to proceed or other written notice and shall commence as soon as practicable after the execution of this contract as promised by the

Contractor in the Bid Form unless otherwise directed in writing.

7. Payment.

a. **Conditioned upon acceptable performance.** The City agrees to pay the Contractor in accordance with the prices and terms set forth in the submitted bid for work authorized by City purchase order or other written notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Contractor. The City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in the Project Description.

b. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of Seventeen Thousand Three Hundred and No/100 Dollars (\$17,300.00) without a properly approved change order.

8. Termination of Contract.

a. **For Breach:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner Contractor's obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination.

b. **For Convenience:** The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work.

In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Contractor shall, at the option of the City become its property. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to termination of the contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.

9. Assignment. The Contractor shall not assign or transfer any interest in this contract and shall not substitute any specific individuals and/or personnel qualifications without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

10. Confidentiality of Documents. Any reports, data, design or similar information given to or prepared or assembled by the Contractor under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

11. Discrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

12. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

13. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's

employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Kansas revenue and taxation laws, Kansas workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

14. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

15. Liability and Indemnity. The parties mutually agree to the following:

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify, and hold harmless the City, its elected or appointed officials, agents and employees, from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of or connected with, this contract, or the work of any subcontract there under (the Contractor or hereby assuming full responsibility for relations with subcontractors), including but not limited to claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.

c. The Contractor shall indemnify and hold the city harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Kansas Prevailing Wage Law or any other federal or state law.

16. Insurance. Contractor shall secure and maintain, at its own cost and expense and at all times during the term of the contract, adequate insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the contract documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the contract documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Beloit
Attn: Amanda Lomax, City Clerk
119 N. Hersey
Beloit, Kansas 67420

17. Notices. All notices required or permitted herein under and required to be in writing may be given by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing.

18. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Kansas. Should any part of this agreement be litigated, venue shall be proper only in the District Court of Mitchell County, Kansas.

19. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

20. Contractor's Responsibility for Subcontractors. It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all Subcontractors to Contractor by all the terms herein set forth, insofar as applicable to the work of Subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the Subcontractor and the City.

21. Waiver. No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CITY OF BELOIT, KANSAS

CONTRACTOR

Tom Naasz, Mayor

Baron Crumbaker
C4 Construction , LLC

Attest:

Amanda Lomax, City Clerk

REQUEST FOR COUNCIL ACTION

DATE: 8/2/2021

TITLE: Stormwater Drainage Pipe Purchase

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend the council approve the purchase of 42" plastic storm water pipe from Boettcher Supply, Inc. in the amount of \$17,356.80.

BACKGROUND:

The North Walnut St. rebuild project calls for the storm water pipe to be routed through an area of the sports complex, in order to complete the move of the Cookie ball field, we need to lay a portion of this pipe. Essentially, we are doing a small portion of the project early, the eventual contractor for the N. Walnut project will hook into this pipe to finish the project at a later date.

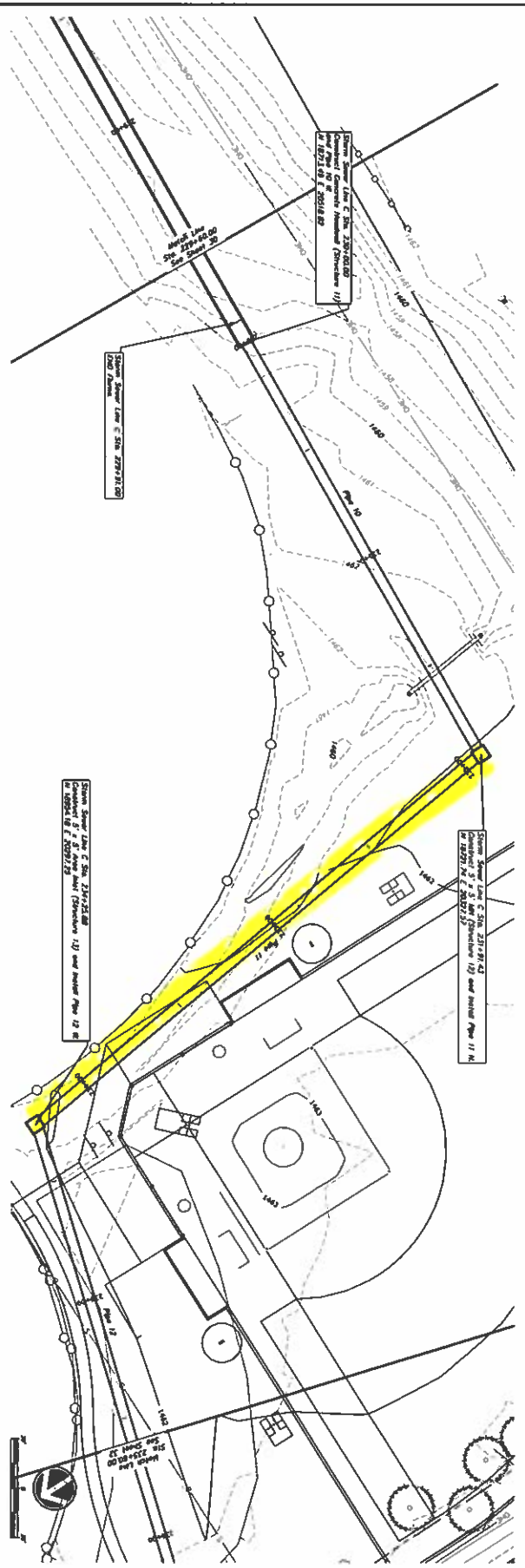
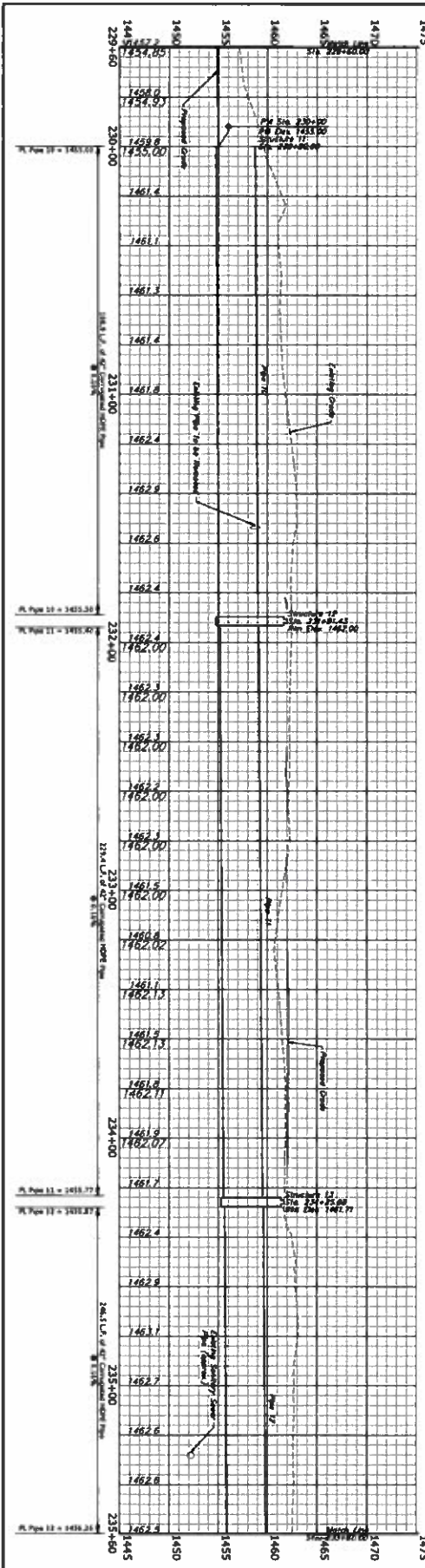
A quote from WCP for concrete equivalent came in \$22,017. For the application, staff and engineer prefer the plastic pipe as it is easier to install, won't take special equipment, and is at a favorable price point.

FINANCIAL IMPACT:

OPTIONS:

DISCUSSION:

Respectfully submitted,
Jason Rabe
City Manager



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Sheet Number: 31
 Date: 11/11/2011
 Drawing No.: 1101-1101.dwg
 Project No.: 1101-1101

2021 North Hersey Avenue, Gaylord Street, North Walnut Street Improvements
 Beloit, Kansas





118 W. Court, PO Box 486
Beloit, KS 67420
785-738-5781 or 800-657-5770
info@boettchersupply.com

Quotation

JOB NAME Storm Drain
PRICED BY Blake Miller
SALESMAN

PAGE 1
DATE 7/27/21
QUOTE # 117-72721-2

ACCOUNT: 00058
TO: City of Beloit

TERMS Net 30
FOB Beloit, KS

Beloit, KS 67420

QTY	UM	ITEM	DESCRIPTION	PRICE	EXTENSION
240	FT	N12IBWT42	42" DW IB WATER TIGHT PIPE	72.32	\$ 17,356.80
240	FT	STORM DRAIN	42" STORM DRAIN	80.28	\$ 19,267.20
240	FT	N12IBWT48	48" DW IB WATER TIGHT PIPE	96.76	\$ 23,222.40
240	FT	STORM DRAIN	48" STORM DRAIN	110.39	\$ 26,493.60
			60 DAY LEAD TIME		

PRICES GOOD UNTIL JULY 29TH.

All items ordered will be subject to freight charges, unless noted otherwise.
Please refer to the quote number above when ordering.

2 weeks

42" RCP 77.50/ft + Mastic 420 + Pockets \$75 + Shipping 73x4=2890 = \$22,000