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Fax: 785-738-2517
www.beloitks.org



BELOIT KANSAS
est. 1872

Wednesday, April 17, 2024
7:00 p.m.

Amended Agenda

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
 - 1. GRDA Energy
 - 2. EDA Grant
 - 3. GIS
 - 4. Water Plant Cleaning
 - 5. Waste-water plant tour
 - 6. Airport meeting/grass runway
 - 7. Bureau of Reclamation
- C. Police Chief Report
- D. Community Development Report

4. PUBLIC COMMENT

- A. None

5. PUBLIC HEARING

- A. None

6. CONSENT AGENDA

- A. 4/3/2024 City Council Meeting Minutes
- B. Appropriations 4B

7. ORDINANCES

- A. None

8. RESOLUTIONS

- A. None

9. FORMAL ACTIONS

- A. Schwab-Eaton Agreement
- B. Police Vehicle Bid
- C. Raw Water In-take Project

10. CLOSED SESSION

- A. None

11. ADJOURNMENT

Work Session Agenda

1. CORRESPONDENCE AND STAFF REPORTS

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

2. DISCUSSION ITEMS

- A. Vehicles and Equipment

3. ADJOURNMENT

Amanda Lomax is inviting you to a scheduled Zoom meeting.

Topic: My Meeting

Time: Apr 17, 2024 07:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83392443413>

Meeting ID: 833 9244 3413

Passcode: 544749

One tap mobile

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(Houston)

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- **+1 301 715 8592 US (Washington DC)**
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- **+1 312 626 6799 US (Chicago)**
- **+1 360 209 5623 US**
- **+1 386 347 5053 US**
- **+1 507 473 4847 US**

Meeting ID: 833 9244 3413

Passcode: 544749

Find your local number:

<https://us02web.zoom.us/j/kiNfdPsJU>



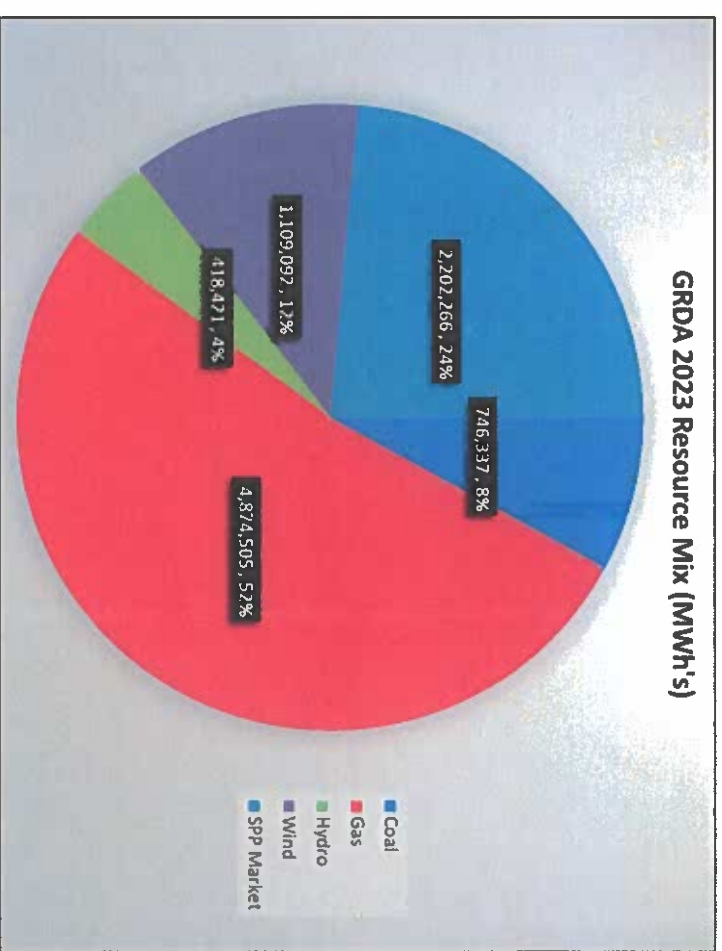
BELOIT KANSAS

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City Council meeting

Energy contracts – GRDA's generation changes

- Beloit's energy contract with the Grand River Dam Authority (GRDA) will be coming up for renewal in 2026
- Meetings with KMEA member cities are happening to discuss market changes
- The major change is GRDA's generation mix – this one chart exemplifies wonderfully the drastic changes GRDA is making to stay relevant in today's energy market
- Important for GRDA – conversations focus on what does this mean for Beloit

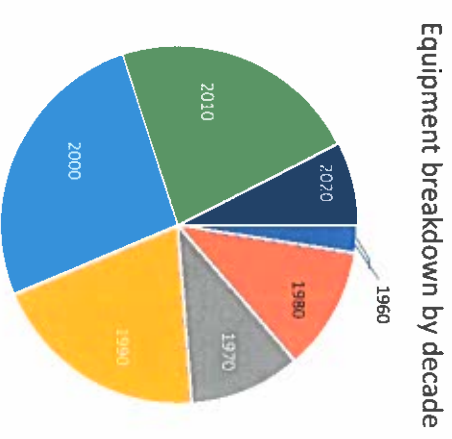


Police vehicle bids

Company	Vehicle	Cost
Landmark	Durango Pursuit Vehicle	\$41,500
JR Audio	Durango Pursuit Vehicle	\$42,750
Beloit Auto & Truck Plaza	Durango Pursuit Vehicle	\$41,616

Vehicle & Equipment inventory – work session

- Rough overview of city vehicles and some equipment – excluding police and fire
- Things to think about
 - Mechanics are overloaded impeding on power plant
 - False sense of security because mechanics are doing such a good job – drastic change in 4 – 5 years
 - Inventory system – Beloit is to big for an excel spread sheet – but a software system might feel like over-kill
 - Inventory of “equipment” mowers, chainsaws, string trimmers – important – costs money – system is kinda working
 - Feel about 75% confident in the inventory -



BELOIT CITY COUNCIL MEETING MINUTES
April 3, 2024

The Beloit City Council met in regular session on April 3, 2024, in the Council Chambers. Mayor Tom Naasz called the meeting to order at 7:00 p.m. Council Members in attendance were Lee McMillan, Todd Adolph, Tony Gengler, and Gretchin Staples. Also, present was City Attorney Katie Schroeder, City Manager Halley Roberson, and City Clerk Amanda Lomax. Councilor Andrew Grabon was absent from the meeting.

Department Heads in attendance were Chad Lackey, and Emily Benedick.

The Pledge of Allegiance was recited.

City Manager Halley Roberson reported on the following:

1. AWOS update
2. Lead and Copper Update
3. White Building update
4. EDA grant update
5. Water Plant Update
6. Vehicle Update
7. Solar purchase review

A motion was made by Councilor Adolph and seconded by Councilor Staples to approve the March 20, 2024, Council Meeting Minutes, and Appropriations 4A in its entirety. Motion carried 4-0. Nays: None.

A motion was made by Councilor McMillan and seconded by Councilor Gengler to approve Ordinance 2348 No Parking on the North Side of East Main Street. Motion carried 4-0. Nays: None

A motion was made by Councilor Gengler and seconded by Councilor Staples to approve Resolution 2024-8 Mayor Appointments. Motion carried 4-0. Nays: None

Another MIH Housing Project was discussed and needed a resolution to pass to allow the developer to meet the April 5th deadline for an intent to apply for grant funding. The council was not in consensus to move forward.

A motion was made by Councilor McMillan and seconded by Councilor Gengler to approve the Lagoon Material Removal Addendum. Motion carried 4-0. Nays: None

A motion was made by Councilor McMillan and seconded by Councilor Adolph to approve the Substation Relay update from KMEA/Mid-States in the amount of \$18,750.00. Motion carried 4-0. Nays: None

A motion was made by Councilor McMillan and seconded by Councilor Staples to approve the insurance renewal from EMC Insurance in the amounts of \$450,962.00 for the main policy, \$3,267.00 for airport property insurance, and \$5,793.00 for our Fire Department Insurance. Motion carried 4-0. Nays: None

A motion was made by Councilor McMillan and seconded by Councilor Adolph to appoint Halley Roberson as Director 2 for voting delegate for the KMEA Board of Directors and Grant Sneath as the alternate voting delegate. Motion carried 4-0. Nays: None

A motion was made by Councilor McMillan and seconded by Councilor Adolph to approve the Power Plant Pickup Bid for a GMC 2500 from Beloit GMC for \$54,271.00. Motion carried 4-0. Nays: None

A motion was made by Councilor McMillan and seconded by Councilor Gengler to adjourn the meeting. Motion carried 4-0. Nays: None. The meeting ended at 7:50 p.m.

Work Session ended at 7:48 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								
92501	4/19/2024	4/19/2024	176.90	50035			176.90 ✓	Posted 0.00
	25-00-6150			4000# A/E PER YD				
8 ACE HARDWARE								
92454	4/19/2024	4/19/2024	855.25					Posted
	51-41-6000			589975-PULLEY, ROPE CLIP, HDW			12.93 ✓	0.00
	51-41-6000			589842-ROD & HDW			6.39 ✓	0.00
	52-43-6000			590106-DUCT TAPE & CLEANER			20.97 ✓	0.00
	51-41-6000			589922-TOOL KIT			54.99 ✓	0.00
	51-41-6000			590203-DRILL BIT & TORCH			84.98 ✓	0.00
	51-41-6000			589993-BATTERIES			15.99 ✓	0.00
	51-41-6000			589824-BIT & HDW			23.35 ✓	0.00
	51-41-6000			589859-CORNER BRACE & EAR PLUGS			11.58 ✓	0.00
	51-41-4360			590125-HOSE, BRUSH, TAPE, DEHUMID			624.07 ✓	0.00
							855.25 ✓	0.00
92475	4/19/2024	4/19/2024	0.47	589963			0.47 ✓	Posted 0.00
	53-43-6000			NUTS, SCREWS, BOLTS				
92496	4/19/2024	4/19/2024	132.66					Posted
	10-15-6000			590264-DRILL BITS			9.18 ✓	0.00
	10-15-6000			590276-NUTS, SCREWS, BOLTS			2.96 ✓	0.00
	10-15-6000			590193-THREAD SEAL			3.98 ✓	0.00
	10-15-7200			590195-HOSE ADAPTER			9.99 ✓	0.00
	10-15-6000			589774-NUTS, SCREWS, BOLTS			17.00 ✓	0.00
	10-15-6000			589844-BATTERIES			9.59 ✓	0.00
	10-15-6000			589751-WASHERS, NUTS, SCREWS, BC			79.96 ✓	0.00
							132.66 ✓	0.00
92529	4/19/2024	4/19/2024	86.48					Posted
	10-18-6000			589815-PLUNGER			19.99 ✓	0.00
	10-17-7400			590296-RATCHET, NUTS, SCREWS, BOI			66.49 ✓	0.00
							86.48 ✓	0.00
92538	4/19/2024	4/19/2024	41.98					Posted
	10-13-6110			590286-BRUSH			6.99 ✓	0.00
	10-13-6000			590287-PADLOCK			34.99 ✓	0.00
							41.98 ✓	0.00
92547	4/19/2024	4/19/2024	121.67					Posted
	10-11-4300			590473-TOILET BRUSHES			15.98 ✓	0.00
	10-11-4300			590141-RINGS FOR TOILET			10.58 ✓	0.00
	10-11-6000			589873-STAIN MARKER			9.59 ✓	0.00
	10-11-4300			589818-NUTS, BOLT SET, RING			11.98 ✓	0.00
	10-11-4300			589821-VACUUM & HANDLE REPAIR KIT			16.58 ✓	0.00
	10-11-6000			590312-SCISSORS, BATTERIES, BROOM			56.96 ✓	0.00
	10-11-6000			590032-STEP STOOL			31.99 ✓	0.00
	10-11-6000			590033-STEP STOOL RETURN			0.00	31.99 ✓
							153.66 ✓	31.99 ✓
9 ACKERMAN SUPPLY								
92555	4/19/2024	4/19/2024	82.96					Posted
	10-15-6000			343581-SLEDGE HAMMER & HANDLE			59.97 ✓	0.00
	10-15-6000			343578-BOOTS			22.99 ✓	0.00
							82.96 ✓	0.00
3379 AMAZON CAPITAL SERVICES								
92583	4/19/2024	4/19/2024	230.30					Posted
	10-15-4310			1KN9-3HHQ-3CD3-ELECTRONIC SOLEN			99.00 ✓	0.00
	10-15-4310			1DRH-JTLH-3HMT-COFFEE			131.30 ✓	0.00
							230.30 ✓	0.00
63 BELL MEMORIALS LLC								
92460	4/19/2024	4/19/2024	156.00	15743			156.00 ✓	Posted 0.00
	52-41-6000			CITY LOGO-VINYL MAGNETS				
92530	4/19/2024	4/19/2024	600.00					Posted
	10-18-4310			15744-CITY LOGO MAGNETS			420.00 ✓	0.00
	10-20-4310			15744-CITY LOGO MAGNETS			120.00 ✓	0.00
	51-41-6000			15745-CITY LOGO MAGNETS			60.00 ✓	0.00
							600.00 ✓	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>
74 BELOIT MEDICAL CENTER, PA (continued)								
92505	4/19/2024	4/19/2024	160.00	24590				Posted
	53-43-3000			EMPLOYMENT PHYSICAL			160.00 ✓	0.00
3458 BELOIT SOLAR LLC, A TEXAS LLC								
92479	4/19/2024	4/19/2024	7,966.71	40414				Posted
	53-41-6215			MARCH SERVICE			7,966.71 ✓	0.00
80 BELOIT TYPEWRITER EXCHANGE								
92476	4/19/2024	4/19/2024	49.98	173822				Posted
	53-41-6110			PAPER			24.99 ✓	0.00
	51-41-6110			PAPER			24.99 ✓	0.00
							49.98	0.00
92493	4/19/2024	4/19/2024	264.42	173804				Posted
	10-14-6110			BOOKS			264.42 ✓	0.00
92548	4/19/2024	4/19/2024	117.40	133017				Posted
	10-11-6110			NAME HOLDER & PLATES			117.40 ✓	0.00
669 BLADE-EMPIRE PUBLISHING								
92582	4/19/2024	4/19/2024	2,370.15					Posted
	10-11-6110			85190-PAST DUE NOTICES			782.35 ✓	0.00
	10-11-6110			85174-PAST DUE NOTICES			505.00 ✓	0.00
	10-11-5400			CHURCH DIRECTORY X 4			30.00 ✓	0.00
	10-11-5400			139416-RIGHT OF WAY SIGN			99.00 ✓	0.00
	10-11-5400			140156-ORD 2345			39.60 ✓	0.00
	10-11-5400			140697-ORD 2345			39.60 ✓	0.00
	10-11-5400			141232-CHARTER ORD #22			99.00 ✓	0.00
	10-11-5400			141232-CHARTER ORD #22			99.00 ✓	0.00
	10-11-5400			141233-ORD 2346			39.60 ✓	0.00
	51-41-5400			141235-DRINKING WATER NOTICE			277.20 ✓	0.00
	10-11-5400			STJ STATE B BALL			15.00 ✓	0.00
	10-11-5400			ST. PATRICKS DAY PROMO			25.00 ✓	0.00
	10-11-5400			FFA RECOGNITION			10.00 ✓	0.00
	53-43-5400			S. KRIER RETIREMENT			25.00 ✓	0.00
	53-41-5400			JOB AD X 4			94.93 ✓	0.00
	10-15-5400			JOB AD X 4			94.93 ✓	0.00
	10-13-5400			JOB AD X 4			94.94 ✓	0.00
							2,370.15 ✓	0.00
91 BOETTCHER SUPPLY INC								
92461	4/19/2024	4/19/2024	267.90					Posted
	51-41-6000			1247586-1-NIPPLES & BALL VALVES			87.79 ✓	0.00
	51-41-6000			1246854-1-GASKET KIT			32.24 ✓	0.00
	52-43-6000			1246206-1-BATTERY			26.20 ✓	0.00
	52-41-4360			1248142-1-PIPE, TEE, ELBOW, NIPPLE			32.17 ✓	0.00
	52-41-6000			1246291-1-COPPER WIRE			89.50 ✓	0.00
							267.90 ✓	0.00
92480	4/19/2024	4/19/2024	2,948.74					Posted
	51-43-7450			1246688-1-RUBBER CORD & BUSHING			5.43 ✓	0.00
	52-43-7450			1246688-1-RUBBER CORD & BUSHING			5.43 ✓	0.00
	53-43-7450			1246688-1-RUBBER CORD & BUSHING			5.43 ✓	0.00
	53-43-6000			1248255-1-BULB			5.60 ✓	0.00
	53-43-6000			1247217-1-HEX EXT			10.41 ✓	0.00
	53-43-6000			1247715-1-COMPRESSION TERMINAL			74.52 ✓	0.00
	53-43-4390			1246992-1-CAP			2.99 ✓	0.00
	53-43-7450			1246612-2-SOCKET SET			140.63 ✓	0.00
	53-43-7450			1246613-2-CRIMPER KIT			2,109.37 ✓	0.00
	53-41-6000			1246859-1-CONTACTOR			131.27 ✓	0.00
	53-43-7450			1246374-1-SOCKET SET & LEVEL			240.33 ✓	0.00
	53-43-6000			1246375-1-FUSE			1.61 ✓	0.00
	53-43-6000			1246394-1-FUSE			1.61 ✓	0.00
	53-43-6000			1246427-1-CLEARGLIDE			194.02 ✓	0.00
	53-43-6000			1246535-1-DUCT TAPE			20.09 ✓	0.00
							2,948.74 ✓	0.00

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	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
91 BOETTCHER SUPPLY INC (continued)								
92502	4/19/2024	4/19/2024	111.26					Posted
	10-15-7200			1248084-1-TEE, ELBOW, TUBING			47.17✓	0.00
	10-15-4310			1247430-1-BLADE			64.09✓	0.00
							111.26✓	0.00
92531	4/19/2024	4/19/2024	23.63	1246722-1				Posted
	10-18-4300			BREAKER			23.63✓	0.00
92550	4/19/2024	4/19/2024	41.86					Posted
	10-11-4300			1247830-1-RING, FLANGE, BOLT, PIPE			39.57✓	0.00
	10-11-4300			1247895-1-TOGGLE & BLANK PLATE			2.29✓	0.00
							41.86✓	0.00
3433 BOMGAARS								
92455	4/19/2024	4/19/2024	21.99	251076				Posted
	52-41-6110			BATTERY			21.99✓	0.00
92498	4/19/2024	4/19/2024	49.59	252558				Posted
	10-15-6000			CLEANING SUPPLIES			49.59✓	0.00
1514 RAYMOND BUDKE								
92503	4/19/2024	4/19/2024	56.94					Posted
	25-00-7450			PHONE REIMBURSEMENT-APRIL			56.94✓	0.00
1258 BUMPER TO BUMPER AUTO PARTS								
92462	4/19/2024	4/19/2024	53.71	852585				Posted
	51-41-4310			OIL & FILTER			53.71✓	0.00
92481	4/19/2024	4/19/2024	24.32	852985				Posted
	53-43-4310			TAILGATE HANDLE			24.32✓	0.00
92532	4/19/2024	4/19/2024	211.66					Posted
	10-20-4310			852095-BATTERY TERMINAL & COATING			13.40✓	0.00
	10-18-4310			852747-ANTIFREEZE, WATER PUMP			217.15✓	0.00
	10-18-4310			852807-WATER PUMP RETURN			0.00	118.60
	10-20-6140			852484-TIRE SEALANT			60.75✓	0.00
	10-18-6000			852618-HOSE CLAMP, HEATER HOSE, A			38.96✓	0.00
							330.26✓	118.60
92539	4/19/2024	4/19/2024	672.42					Posted
	10-13-4310			852872-SLEEVE & BRAKE CLEANER			37.81✓	0.00
	10-13-4310			852844-TRANS FILTER & FLUID			97.92✓	0.00
	10-13-4310			852919-BRAKE CALIPER, PAD, OIL, MAN			480.07✓	0.00
	10-13-4310			852877-TRANS FLUID			35.40✓	0.00
	10-13-4310			852531-CABIN & OIL FILTER, TIRE VALV			21.22✓	0.00
							672.42✓	0.00
3043 C & B EQUIPMENT								
92463	4/19/2024	4/19/2024	2,211.04	16430-00				Posted
	51-41-4360			CHECKED VFD			2,211.04✓	0.00
1091 CARD SERVICES								
92567	4/19/2024	4/19/2024	397.27	5226				Posted
	10-13-5800			MEAL			36.77✓	0.00
	10-13-3300			GIFT CARDS			245.00✓	0.00
	10-13-6000			BATTERIES			15.50✓	0.00
	10-13-5410			MOCIC MEMBERSHIP			100.00✓	0.00
							397.27✓	0.00
92568	4/19/2024	4/19/2024	556.15	9539				Posted
	26-00-3000			ZOOM ANNUAL			159.90✓	0.00
	26-00-3000			CANVA ANNUAL			119.99✓	0.00
	10-11-3000			ADOBE RENEWAL			260.27✓	0.00
	10-11-3000			ZOOM MTG			15.99✓	0.00
							556.15✓	0.00

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name

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	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
1091	CARD SERVICES (continued)							
92569	4/19/2024	4/19/2024	2,252.35	6378				Posted
	10-13-2400			MEAL			33.33✓	0.00
	10-11-6000			RETIREMENT PARTY SUPPLIES			1.09✓	0.00
	10-11-6000			RETIREMENT PARTY SUPPLIES			9.49✓	0.00
	10-11-6000			RETIREMENT PARTY SUPPLIES			22.51✓	0.00
	10-13-5800			MEAL			13.63✓	0.00
	10-13-5320			POSTAGE			4.46✓	0.00
	10-15-7450			PRECISION LASER			1,150.00✓	0.00
	10-11-6110			E FILE SOFTWARE			395.00✓	0.00
	10-13-2400			KNOA CONFERENCE			250.00✓	0.00
	10-13-2400			HOTEL			337.17✓	0.00
	10-13-2400			HOTEL			13.98✓	0.00
	10-13-2400			HOTEL			23.19✓	0.00
	10-13-2400			HOTEL			0.00	23.19✓
	26-00-3000			ADOBE			21.69✓	0.00
							<u>2,275.54</u> ✓	<u>23.19</u> ✓
92570	4/19/2024	4/19/2024	3,170.82	3920				Posted
	53-43-3000			S. KRIER RETIREMENT MEAL			275.08✓	0.00
	10-22-6000			SIM CARD-AWOS SYSTEM			10.42✓	0.00
	10-22-6000			DIGIKEY DATA PLAN-AIRPORT			60.00✓	0.00
	10-21-2400			CPR			117.41✓	0.00
	10-11-3000			ADOBE			260.27✓	0.00
	10-11-6110			FILE POCKETS, STORAGE DRAWER			95.56✓	0.00
	53-41-6700			ANNUAL EMISSIONS FEES			1,027.00✓	0.00
	10-15-4310			PUMP			307.45✓	0.00
	10-17-6800			FOAM BASE PLUG BUCKETS			495.60✓	0.00
	10-18-6000			SAW BLADES			112.62✓	0.00
	53-43-3000			GLASS RETIREMENT AWARD			256.89✓	0.00
	25-00-7450			GOOGLE AP			10.84✓	0.00
	10-11-3000			ADOBE			21.69✓	0.00
	10-11-5320			STAMPS.COM MEMBER FEE			19.99✓	0.00
	10-22-5310			DATA FOR PHONE-AWOS SYSTEM			100.00✓	0.00
							<u>3,170.82</u> ✓	<u>0.00</u>
92571	4/19/2024	4/19/2024	2,059.95	8199				Posted
	53-43-6000			ALUMINUM PLATES & BARS			1,849.76✓	0.00
	51-41-5800			MEAL			53.71✓	0.00
	51-41-4360			WATER DOCK SOLENOID			156.48✓	0.00
							<u>2,059.95</u> ✓	<u>0.00</u>
124	CARRICO IMPLEMENT							
92464	4/19/2024	4/19/2024	325.00	IA41818				Posted
	51-43-4330			SKID STEER RENT-MARCH			325.00✓	0.00
92499	4/19/2024	4/19/2024	483.83					Posted
	10-15-4310			IA42193-OIL FILTERS			92.84✓	0.00
	10-15-4310			IA41988-OIL & FILTERS			41.83✓	0.00
	10-15-4310			IA42026-AIR FILTER			29.22✓	0.00
	10-15-4310			IA42148-FITTINGS			119.94✓	0.00
	10-15-4310			IA42084-HYDRAULIC CYLINDER			200.00✓	0.00
							<u>483.83</u> ✓	<u>0.00</u>
2992	CENTRAL OFFICE SERVICE AND SUPPLY							
92549	4/19/2024	4/19/2024	384.15	281835-0				Posted
	10-11-6110			PANEL			384.15✓	0.00
3149	COMPLIANCE ONE							
92556	4/19/2024	4/19/2024	461.65					Posted
	10-11-3000			315337-ADMIN FEE			99.45✓	0.00
	10-11-3000			315337-EAP FEE			46.20✓	0.00
	10-11-3000			314976-ADMIN FEE			157.30✓	0.00
	53-43-3000			314976-PRE-EMPLOYMENT			79.50✓	0.00
	10-11-3000			314976-EAP FEE			79.20✓	0.00
							<u>461.65</u> ✓	<u>0.00</u>
3425	CRUMBAKER OIL & FEED LLC							

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3425 CRUMBAKER OIL & FEED LLC (continued)								
92456	4/19/2024	4/19/2024	513.49					Posted
	52-43-6260			133005-FUEL			65.37✓	0.00
	52-43-6270			133005-FUEL			192.00✓	0.00
	51-43-6270			133025-FUEL			76.96✓	0.00
	51-43-6260			131214-FUEL			88.39✓	0.00
	52-43-6260			134006-FUEL			29.54✓	0.00
	51-43-6260			134370-FUEL			61.23✓	0.00
							<u>513.49✓</u>	0.00
92482	4/19/2024	4/19/2024	652.05					Posted
	53-43-6270			134588-FUEL			126.47✓	0.00
	53-43-6270			133220-FUEL			96.69✓	0.00
	53-43-6260			133468-FUEL			61.68✓	0.00
	53-43-6260			131371-FUEL			57.00✓	0.00
	53-43-6260			132153-FUEL			61.98✓	0.00
	53-43-6260			131265-FUEL			76.86✓	0.00
	53-43-6260			133780-FUEL			85.34✓	0.00
	53-43-6270			133914-FUEL			77.66✓	0.00
	53-43-6260			134022-FUEL			73.86✓	0.00
	53-43-6270			9577-EXCISE TAX CREDIT-MARCH			0.00	65.49✓
							<u>717.54✓</u>	65.49✓
3137 CVA AREA 3 BELOIT OFFICE								
92453	4/19/2024	4/19/2024	178.64					Posted
	51-41-6260			FUEL			34.34✓	0.00
	51-43-6260			FUEL			52.94✓	0.00
	52-41-6260			FUEL			91.36✓	0.00
							<u>178.64✓</u>	0.00
92474	4/19/2024	4/19/2024	286.30					Posted
	53-43-6260			FUEL			52.17✓	0.00
	53-43-6270			FUEL			234.13✓	0.00
							<u>286.30✓</u>	0.00
92494	4/19/2024	4/19/2024	99.07	4510				Posted
	10-14-6260			FUEL			99.07✓	0.00
92495	4/19/2024	4/19/2024	1,254.25					Posted
	10-15-6260			FUEL			470.27✓	0.00
	10-15-6270			FUEL			900.64✓	0.00
	10-15-6270			FUEL CREDIT			0.00	116.66✓
							<u>1,370.91✓</u>	116.66✓
92528	4/19/2024	4/19/2024	551.61					Posted
	10-18-6260			FUEL			360.23✓	0.00
	10-20-6260			FUEL			191.38✓	0.00
							<u>551.61✓</u>	0.00
92537	4/19/2024	4/19/2024	1,894.69					Posted
	10-13-6260			FUEL			1,894.69✓	0.00
2349 DMV RECORD SERVICES								
92554	4/19/2024	4/19/2024	3.00					Ck# 87269 Printed
	10-12-3000			CERTIFIED DL RECORD-B. CODY			3.00✓	0.00
700 EMC INSURANCE COMPANIES								
92557	4/19/2024	4/19/2024	885.19					Posted
	10-13-3000			CLAIM Z01798169-D. LANGHAM			385.19✓	0.00
	51-41-3000			CLAIM Z01818472-T. GARDNER			500.00✓	0.00
							<u>885.19✓</u>	0.00
3666 GIVEN GRACE LLC								
92558	4/19/2024	4/19/2024	82.41	000791				Posted
	10-11-6000			PLANT			82.41✓	0.00
271 GUARANTY ST BANK & TRUST CO								
92559	4/19/2024	4/19/2024	125.00					Posted
	10-11-3000			DEPOSIT BOX RENT-701, 710, 726, & 83			125.00✓	0.00
2793 HFE PROCESS								
92465	4/19/2024	4/19/2024	4,091.50	9559				Posted
	52-43-6000			MOTOR			4,091.50✓	0.00

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2517 HQH2O INC. (continued)								
92540	4/19/2024	4/19/2024	5.75	393495				Posted
	10-13-6000			WATER			5.75 ✓	0.00
1372 INDUSTRIAL CHEM LAB								
92466	4/19/2024	4/19/2024	132.80					Posted
	52-43-6170			390438-LIFT STATION DEGREASER			66.40 ✓	0.00
	52-43-6170			390439-LIFT STATION DEGREASER			66.40 ✓	0.00
							<u>132.80 ✓</u>	<u>0.00</u>
1440 JCI INDUSTRIES, INC								
92468	4/19/2024	4/19/2024	11,743.00					Posted
	51-41-4360			8265773-ROTOR			7,964.00 ✓	0.00
	51-41-4360			8265776-STATOR			3,779.00 ✓	0.00
							<u>11,743.00 ✓</u>	<u>0.00</u>
251 KANSAS GAS SERVICE								
92572	4/19/2024	4/19/2024	418.66	204327645				Posted
	10-13-6210			1716 N HERSEY AVE			418.66 ✓	0.00
92573	4/19/2024	4/19/2024	267.21	204327527				Posted
	10-19-6210			1722 N HERSEY			267.21 ✓	0.00
92574	4/19/2024	4/19/2024	61.90	200774227				Posted
	53-43-6210			502 E 12TH BLDG B-GENE			61.90 ✓	0.00
92575	4/19/2024	4/19/2024	246.46	162672864				Posted
	10-14-6210			601 N MILL			246.46 ✓	0.00
92576	4/19/2024	4/19/2024	139.62	169801291				Posted
	51-41-6210			215B S CHESTNUT ST			139.62 ✓	0.00
92577	4/19/2024	4/19/2024	201.80	121850373				Posted
	53-43-6210			SYSTEMS			67.27 ✓	0.00
	52-43-6210			SYSTEMS			67.27 ✓	0.00
	51-43-6210			SYSTEMS			67.26 ✓	0.00
							<u>201.80 ✓</u>	<u>0.00</u>
92578	4/19/2024	4/19/2024	609.99	156296173				Posted
	53-41-6210			215 S CHESTNUT			609.99 ✓	0.00
92579	4/19/2024	4/19/2024	2,397.96	100270100				Posted
	10-15-6210			STREET & ALLEY			279.10 ✓	0.00
	51-41-6210			WATER			349.84 ✓	0.00
	53-41-6210			POWER PLANT			318.10 ✓	0.00
	10-18-6210			PARKS & REC			87.43 ✓	0.00
	10-22-6210			AIRPORT			55.31 ✓	0.00
	53-43-6210			SYSTEMS			286.39 ✓	0.00
	52-43-6210			SYSTEMS			286.39 ✓	0.00
	51-43-6210			SYSTEMS			286.38 ✓	0.00
	52-43-6210			818 E SOUTH ST			50.79 ✓	0.00
	10-11-6210			ADMIN			398.23 ✓	0.00
							<u>2,397.96 ✓</u>	<u>0.00</u>
92580	4/19/2024	4/19/2024	55.67	169628009				Posted
	10-11-6210			113 E 2ND			55.67 ✓	0.00
367 KANSAS MUNICIPAL UTILITIES								
92484	4/19/2024	4/19/2024	4,440.00					Posted
	53-43-2400			18921-LINEWORKER APPREN-G. KOCH			300.00 ✓	0.00
	53-43-2400			18967-LINEWORKER APPREN-B. MURK			300.00 ✓	0.00
	53-43-2400			18884-LINEWORKER APPREN-A. BELL			300.00 ✓	0.00
	53-43-2400			19035-KMU TRAINING 2024 2ND QTR			885.00 ✓	0.00
	53-41-2400			19035-KMU TRAINING 2024 2ND QTR			885.00 ✓	0.00
	52-43-2400			19035-KMU TRAINING 2024 2ND QTR			885.00 ✓	0.00
	52-41-2400			19035-KMU TRAINING 2024 2ND QTR			885.00 ✓	0.00
							<u>4,440.00 ✓</u>	<u>0.00</u>
370 KANSAS ONE CALL SYSTEM INC								
92478	4/19/2024	4/19/2024	40.80	4030162				Posted
	53-43-3000			LOCATES			13.60 ✓	0.00
	51-43-3000			LOCATES			13.60 ✓	0.00
	52-43-3000			LOCATES			13.60 ✓	0.00
							<u>40.80 ✓</u>	<u>0.00</u>

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374 KANSAS RURAL WATER ASSOCIATION (continued)								
92504	4/19/2024	4/19/2024	840.00					Posted
	51-41-2400			2024 KRWA CONFERENCE-L. HAYDEN			280.00 ✓	0.00
	51-41-2400			2024 KRWA CONFERENCE-J. SPORLED			280.00 ✓	0.00
	51-41-2400			2024 KRWA CONFERENCE-N. EASTER			280.00 ✓	0.00
							<u>840.00 ✓</u>	<u>0.00</u>
2736 KDHE-ENVIRONMENTAL LAB ACCREDITATI								
92533	4/19/2024	4/19/2024	654.00	66994				Posted
	51-41-6000			LAB TESTING			654.00 ✓	0.00
3371 KMEA - MID-STATES								
92483	4/19/2024	4/19/2024	7,272.90	2660-3-24				Posted
	53-43-8300			LINE PROJECT			7,272.90 ✓	0.00
2042 KMEA EMP2 OPERATING ACCOUNT								
92541	4/19/2024	4/19/2024	35,827.00	EMP2-BELO-2024-				Posted
	53-41-6215			MARCH SERVICES			35,827.00 ✓	0.00
394 KRIERS AUTO PARTS								
92459	4/19/2024	4/19/2024	122.70	4925-417055				Posted
	52-43-6000			DRILL & KIT			122.70 ✓	0.00
92500	4/19/2024	4/19/2024	189.68					Posted
	10-15-4310			4925-417323-FUEL, LUBE			42.79 ✓	0.00
	10-15-4310			4925-417356-CREDIT FOR FUEL, LUBE			0.00	32.53 ✓
	10-15-4310			4925-417474-CHAIN			32.89 ✓	0.00
	10-15-4310			4925-417177-FILTER			12.61 ✓	0.00
	10-15-4310			4925-417250-COUPLINGS			44.90 ✓	0.00
	10-15-4310			4925-416901-AIR & OIL FILTER			30.20 ✓	0.00
	10-15-4310			4925-417065-FUEL & OIL FILTERS			36.39 ✓	0.00
	10-15-4310			4925-418694-GAS CAP			22.43 ✓	0.00
							<u>222.21 ✓</u>	<u>32.53 ✓</u>
3170 KRIZ-DAVIS/BORDER STATES ELECTRIC SUPPLY								
92485	4/19/2024	4/19/2024	5,254.91	928132672				Posted
	53-43-6070			BOX PADS			5,254.91 ✓	0.00
3156 LOCKIT TECHNOLOGIES LLC								
92542	4/19/2024	4/19/2024	4,444.00					Posted
	10-13-7460			15767-SERVICE CONTRACT			1,530.00 ✓	0.00
	10-13-7460			15768-DATTO BACKUP FOR SERVER			129.00 ✓	0.00
	10-13-7460			15661-REMOTE LABOR			247.50 ✓	0.00
	10-13-7460			15752-NEW SYSTEM SET UP			2,537.50 ✓	0.00
							<u>4,444.00 ✓</u>	<u>0.00</u>
3018 LONGFORD WATER CO.								
92543	4/19/2024	4/19/2024	452.20	12564				Posted
	10-13-6110			WATER BOTTLES			452.20 ✓	0.00
438 MCPHERSON CONCRETE PRODUCTS INC								
92467	4/19/2024	4/19/2024	335.00					Posted
	52-43-6000			FRAME & COVER			335.00 ✓	0.00
1018 MANFRED MILBERS								
92486	4/19/2024	4/19/2024	87.10					Posted
	53-41-5800			MILEAGE REIMBURSEMENT			87.10 ✓	0.00
459 MISSISSIPPI LIME CO								
92469	4/19/2024	4/19/2024	10,660.07	1718578				Posted
	51-41-6170			QUICKLIME			10,660.07 ✓	0.00
470 MITCHELL COUNTY SOLID WASTE								
92458	4/19/2024	4/19/2024	10.00	8637				Posted
	52-41-3000			TRASH			10.00 ✓	0.00
342 MUNICIPAL SUPPLY INC. OF NEBRASKA								
92470	4/19/2024	4/19/2024	20,171.33					Posted
	51-43-6000			0903069-IN-TEE, PLUG, GASKET KIT			579.00 ✓	0.00
	51-43-6000			0902733-IN-METER PIT EXT			364.32 ✓	0.00
	51-41-7490			0901832-IN-TEE, PLUG, GASKET KIT			19,228.01 ✓	0.00
							<u>20,171.33 ✓</u>	<u>0.00</u>

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2839 NEXTRUST INC. (continued)								
92560	4/19/2024	4/19/2024	2,102.82	375175				Posted
	10-11-5320			UTILITY BILLS			1,400.32 ✓	0.00
	51-41-5400			WATER DOCUMENT			702.50 ✓	0.00
							2,102.82 ✓	0.00
2897 ODP BUSINESS SOLUTIONS, LLC								
92544	4/19/2024	4/19/2024	296.58	359844054001				Posted
	10-13-6000			INK			165.59 ✓	0.00
	10-12-6110			INK			130.99 ✓	0.00
							296.58 ✓	0.00
1263 PRAIRIE FIRE COFFEE ROASTERS								
92477	4/19/2024	4/19/2024	54.78	1565116				Posted
	53-41-3000			COFFEE			54.78 ✓	0.00
3064 PSYCHOLOGICAL RESOURCES, INC.								
92545	4/19/2024	4/19/2024	150.00	2403026				Posted
	10-13-3000			PSYCHOLOGICAL EVALUATION			150.00 ✓	0.00
2979 RAY'S APPLE MARKET								
92457	4/19/2024	4/19/2024	55.31	7804				Posted
	51-41-6000			VINEGAR, PEROXIDE, COFFEE			55.31 ✓	0.00
92497	4/19/2024	4/19/2024	23.99	1136				Posted
	10-15-6000			TOILET PAPER			23.99 ✓	0.00
3036 RED EQUIPMENT, LLC								
92506	4/19/2024	4/19/2024	3,762.00	P00872				Posted
	10-15-4330			WIDE BROOMS			3,762.00 ✓	0.00
3026 ROLLING HILLS ELECTRIC COOP								
92487	4/19/2024	4/19/2024	1,582.87	40232				Posted
	53-43-6070			50' POLE			1,582.87 ✓	0.00
582 SALINA SUPPLY COMPANY								
92471	4/19/2024	4/19/2024	639.28	S100260969.002				Posted
	51-41-4360			CHECK VALVE DISC KIT			639.28 ✓	0.00
94 SCHENDEL PEST CONTROL								
92581	4/19/2024	4/19/2024	425.00					Posted
	10-13-3000			SENTRICON RENEWAL			106.25 ✓	0.00
	51-43-3000			SENTRICON RENEWAL			106.25 ✓	0.00
	52-43-3000			SENTRICON RENEWAL			106.25 ✓	0.00
	53-43-3000			SENTRICON RENEWAL			106.25 ✓	0.00
							425.00 ✓	0.00
2338 SCHOEN SIGNS & GRAPHICS								
92488	4/19/2024	4/19/2024	162.75	838				Posted
	53-43-3000			RETIREMENT BANNER			162.75 ✓	0.00
488 SCHWAB EATON BELOIT								
92561	4/19/2024	4/19/2024	2,778.00					Posted
	30-00-3000			23.4.0020-8-ON CALL ENGINEERING SE			1,478.00 ✓	0.00
	56-00-3000			23.4.0064-2-RIVER INTAKE RAW WATEF			1,300.00 ✓	0.00
							2,778.00 ✓	0.00
626 SOLOMON VALLEY HOME CENTER								
92472	4/19/2024	4/19/2024	615.27					Posted
	51-41-7450			81420-DRIVER SET, TESTER, CIRC SAM			328.97 ✓	0.00
	52-43-6000			81487-COUPPLINGS			22.17 ✓	0.00
	51-41-6000			81053-CAP, HOOKS, PEG BOARD			193.47 ✓	0.00
	51-41-6000			81054-PVC PIPE			37.50 ✓	0.00
	52-43-6000			80421-POWER BITS			17.17 ✓	0.00
	52-43-6000			80711-RAGS			15.99 ✓	0.00
							615.27 ✓	0.00

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626 SOLOMON VALLEY HOME CENTER (continued)									
92507	4/19/2024	4/19/2024	257.48					Posted	
	10-15-6000			80413-PRIMER & PAINT			65.78✓		0.00
	10-15-6000			80438-PRIMER			8.79✓		0.00
	10-15-6000			79960-PAINT			56.99✓		0.00
	10-15-6000			80000-PINE			64.95✓		0.00
	10-15-6000			80011-PINE			25.98✓		0.00
	10-15-6000			80221-PRIMER			34.99✓		0.00
							257.48✓		0.00
92534	4/19/2024	4/19/2024	408.34					Posted	
	10-17-7400			81039-WASHER			5.99✓		0.00
	10-18-6000			80338-MASON LINE & TORCH BLADES			45.77✓		0.00
	10-17-7400			80043-NUTS, WASHERS, BOLTS			320.30✓		0.00
	10-18-6000			81323-ROCK SALT & ICE MELT			36.28✓		0.00
							408.34✓		0.00
92562	4/19/2024	4/19/2024	50.71					Posted	
	10-11-4300			79691-BOWL GASKET & TOLIET BOLT S			8.48✓		0.00
	10-11-4300			80512-GLUE, CONNECTOR, BUSHING, T			42.23✓		0.00
							50.71✓		0.00
643 STANION WHSE ELECTRIC COMPANY									
92489	4/19/2024	4/19/2024	2,306.60					Posted	
	53-43-6000			5626424-01-CAPS			469.59✓		0.00
	53-43-6000			5688937-00-SPLIT BOLTS			561.20✓		0.00
	53-43-6000			5698635-00-SPLIT BOLTS & CLAMPS			295.73✓		0.00
	53-43-6000			5698635-01-SPLIT BOLT CONN			619.31✓		0.00
	53-43-6000			5706043-00-COVER & BOLTS			360.77✓		0.00
							2,306.60✓		0.00
673 THOMPSON'S OK TIRE, INC									
92508	4/19/2024	4/19/2024	94.50					Posted	
	10-15-6140			119906-FLAT REPAIR			77.50✓		0.00
	10-15-6140			120121-FLAT REPAIR			17.00✓		0.00
							94.50✓		0.00
3439 TK ELEVATOR CORPORATION									
92563	4/19/2024	4/19/2024	546.97	6000714268				Posted	
	10-11-4300			INSTALL ELEVATOR BELTS			546.97✓		0.00
3073 U.S. BANK EQUIPMENT FINANCE									
92564	4/19/2024	4/19/2024	443.70	526165097				Posted	
	10-11-3360			526165097-ADMIN COPEIR			443.70✓		0.00
822 USA BLUE BOOK									
92473	4/19/2024	4/19/2024	501.25	INV00304685				Posted	
	51-41-6000			HONEYWELL CHARTS			501.25✓		0.00
92535	4/19/2024	4/19/2024	1,985.51					Posted	
	51-41-6000			INV00314992-HARDNESS REAGENT, HA			220.80✓		0.00
	51-41-7440			INV00317117-CHLORINE DETECTORS, F			1,443.85✓		0.00
	51-41-7440			INV00314796-CHLORINE			320.86✓		0.00
							1,985.51✓		0.00
410 UTILITIES									
92536	4/19/2024	4/19/2024	457.83	7346				Posted	
	10-13-6220			CITY SHARE OF JAIL UTILITIES			457.83✓		0.00
712 WACONDA TRADER									
92490	4/19/2024	4/19/2024	30.00	52218				Posted	
	53-43-6110			G. SNEATH-BUSINESS CARDS			30.00✓		0.00
2750 WALL TO WALL CARPET & INTERIOR									
92565	4/19/2024	4/19/2024	4,495.68	00005054				Posted	
	24-00-7200			CARPET FOR TRAIL ROOM			4,495.68✓		0.00
734 WESCO RECEIVABLES CORP									
92491	4/19/2024	4/19/2024	34,910.40	349795				Posted	
	53-43-6000			OKONITE WIRE			34,910.40✓		0.00
3663 WORLD PEST CONTROL									
92566	4/19/2024	4/19/2024	75.00	426105				Posted	
	10-11-3000			SPRAY MUNI BLDG			75.00✓		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>				
3435 XEROX FINANCIAL SERVICES (continued)								
92546	4/19/2024	4/19/2024	142.73	5592904			142.73 ✓	Posted
	10-13-7460			INV5592904-PD COPIER				0.00
758 ZEP INC.								
92492	4/19/2024	4/19/2024	453.99	9009623989			453.99 ✓	Posted
	53-41-6000			ZEP SHIELD				0.00
			207,708.61	109 Non-voided payables listed.				

Report Setup
 AP - Accounts Payable Listing : Vendor Name
 Filter Options
 Starting: 4/19/2024
 Ending: 4/19/2024
 Banks: All
 Payable Status: Posted, Printed, ACH, Recorded, Voided
 All Vendors Selected

REQUEST FOR COUNCIL ACTION

DATE: 4/17/2024

TITLE: Schwab-Eaton Engineering Services

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend Council approve the Engineering Services with Schwab-Eaton for the east detention pond project for the amount of \$13,900.00 for Topographic Survey and Geotech, and \$52,300.00 for Site/Civil Design Services.

BACKGROUND:

FINANCIAL IMPACT:

The funding for this project will be paid out of the ARPA funds.

OPTIONS:

DISCUSSION:

Respectfully submitted,
Halley Roberson
City Manager



April 12, 2024

Halley Roberson (City Manager)
Beloit Municipal Building
119 N Hersey Avenue
Beloit, KS 67420

Re: Gil Creek Detention Pond Design
Beloit, KS

Dear Ms. Roberson:

Thank you for this opportunity to design and help implement the second phase of the city-wide stormwater detention plan. We are glad that there is a willing landowner and plans for the detention basin on the Gil Creek watershed in the City can move forward.

Based on the 2019 study, this project will include the design of an approximately 14-acre pond (with a portion to remain wet year-round), for the purpose of both retention and detention. The improvements for the pond will include excavation, the construction of a berm and spillway, a riser and controlled release structure, some smaller stormwater piping and inlets within the 310 Road right-of-way, and reestablishment of vegetation through the area disturbed by construction. Based on the above project description, SE proposes the following scope of work.

SCOPE OF SERVICES

PART A:

- 1. Topographic Survey:** Schwab Eaton (SE) will perform a topographic survey of the site within the limits shown on the attached diagram. SE will identify and document site topography and existing vegetation and surface improvements within the area outlined in red on the drawing, including perimeters of buildings, pavements, trees, landscape beds, walls, infrastructure, and other permanent items visible from the surface. SE will record routes of all underground utilities marked through coordination with the landowner and the Kansas OneCall system. SE will process the field data and draft an existing conditions plan.
- 2. Geotechnical Investigations:** SE will procure a geotechnical specialist to take borings throughout the site to analyze soil conditions for both hydrologic and structural properties for the construction of the pond.

PART B:

- 1. Drainage Study:**
SE will refine and verify the drainage model created for the Middle Watershed in the Stormwater Detention Master Plan created in 2019. SE will verify the analysis of existing and proposed conditions and will finalize the design for the E16 pond. As was proposed in the master plan, the E16 pond will be a retention (wet) pond

Civil Engineers

Land Surveyors

Landscape Architects

with an outlet at the top of the retention volume. In addition, the pond will include stormwater detention volume above the retention volume with a controlled release structure to lower peak flow rates during the 10-year storm. Preliminarily, the controlled release structure is an extension of the triple-cell 6'x7' RCB with an rectangular orifice, riser structure and trash rack for the opening at the top. The pond will also have an emergency overflow weir at the north end of the pond berm.

2. **Design Development:** SE will create a design for the site improvements. SE will refine the site concept to 50% design and will produce the following plans:
 - a. Existing Conditions
 - b. Site Improvements/Layout Plan
 - c. Site Grading & Drainage Plan
 - d. Site Utilities Plan
 - e. Box Culvert Extension Plan & Details
 - f. Construction Details

SE will submit progress sets as necessary for owner review.

3. **Construction Documents:** SE will refine the design and the plans set to 100% construction documents. We anticipate final site/civil drawings will include the following:
 - a. Existing Conditions
 - b. Site Improvements Plan
 - c. Layout Plan
 - d. Site Grading & Staking Plan
 - e. Site Utilities Plan
 - f. Storm Sewer Plan & Profile Sheets (if necessary)
 - g. Construction Details
 - h. Technical Specifications

SE will submit final stamped plans to the Architect for bidding and permit.

Easements will be required for the new pond. SE will prepare legal descriptions and aid the City in the process in acquiring the necessary drainage easements from the landowner and potentially the County.

4. **Bidding Phase Services:**
 - a. Pre-bid Conference
 - b. Bidding Questions and Issuance of Addenda (if necessary)
 - c. Bid Opening

SCHEDULE

We will begin work as soon as we receive notice to proceed. SE will work with you to determine a mutually agreed upon timeline for design and construction.

FEE

As requested, below are our proposed lump sum fees for both the topographic survey (PART A) and site/civil design (PART B) as described above.

PART A – Topographic Survey & Geotech:	\$13,900.00
<u>PART B – Site/Civil Design Services:</u>	<u>\$52,300.00</u>
Total:	\$63,900.00

Billing for services will occur monthly commensurate of the work completed.

ADDITIONAL SERVICES

The following shall be considered scope items that can be provided upon request, but are not included in the above proposed scope. This list is not all-inclusive.

1. Boundary Survey
2. Traffic Study
3. Preparation and submission of additional construction packages beyond those described above.
4. Contract Administration
5. Pre-construction conference attendance
6. RFI Responses
7. Shop Drawing Review
8. Inspection
9. Construction Staking

TERMS & CONDITIONS

Please review Terms & Conditions for this project (attached). Let us know if you have any questions or concerns.

Again, we appreciate this opportunity and look forward to working with you all. Please contact me if there are any questions. If acceptable, please sign below and return a scanned copy.

Sincerely,

SCHWAB EATON, PA

William T. Mann, PLA

Accepted By: _____

Date: _____

Halley Roberson

Beloit City Manager

Terms and Conditions

The following Terms and Conditions are attached to this letter proposal (herein referred to as the Agreement) dated April 12th, 2024, for the project Gil Creek Detention Pond Design between Schwab-Eaton, P.A. (herein referred to as SE) and HTK Architects, Inc. (herein referred to as the Client).

Access to Site:

Unless otherwise stated, the Client shall grant or secure the legal rights he has control over for SE to access the site for activities necessary for the performance of the services. Although SE will take reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The Client agrees, to the fullest extent permitted by law, to hold harmless SE, its officers, directors, employees and sub consultants against any damages, liabilities or costs arising or allegedly arising from procedures associated with surveying, testing or investigative activities or connected in any way with the discovery of hazardous materials or suspected hazardous materials on the property.

Dispute Resolution:

Causes of action between the parties of this Agreement pertaining to acts, or failures to act, shall be deemed to have accrued and the applicable statutes of limitation shall begin to run not later than the date of Substantial Completion. Any claims or disputes made during design, construction or post-construction between the Client and SE shall be submitted to non-binding mediation. Client and SE agree to include a similar mediation agreement with all contractors, subcontractors, sub consultants, suppliers and fabricators, and syndicators thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings and Payments:

Invoices for SE's services shall be submitted, at SE's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, SE may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the unpaid balance. In the event any portion or all the account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Standard of Care:

In providing services under this Agreement, SE will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to SE and by mutual agreement between the parties, SE will without additional compensation correct those services not meeting such a standard.

Certifications:

Guarantees and Warranties: SE shall not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence SE cannot ascertain.

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and SE, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, SE's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes, shall not exceed the contract amount. Such causes include, but are not limited to, SE's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services:

This Agreement may be terminated by the Client or SE should either fail to perform its obligations hereunder. In the event of termination, the Client shall pay SE for all services rendered to date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

The Client acknowledges SE's construction documents, including electronic files, as instruments of professional service for the specific purpose of this Project. Nevertheless, the final construction documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due SE. The Client agrees to the fullest extent permitted by law, to indemnify and hold SE harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the documents by the Client or any person or entity that acquires or obtains documents from or through the Client without the prior written authorization of SE.

Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by SE, and SE makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall SE be liable for any loss of profit or any consequential damages as a result of the Client's use or reuse of the electronic files.

Fee Adjustments:

If protracted delays occur in the project for reasons beyond SE's control, SE may, at its option, negotiate with the Client an equitable adjustment in compensation for services yet to be provided. The adjustment shall be derived from the impact of said delay(s) due to factors including, but not limited to, changes in price indices and pay scales applicable to the period when services are in fact to be rendered. This Agreement may be terminated by the Client or SE if failure to agree on an adjustment in compensation should occur.

Costs of Permits: SE shall assist the Client in applying for those permits and approvals identified in the Agreement. Unless otherwise specifically indicated in the Agreement, assistance will be limited to completing and submitting forms to the appropriate regulatory agency having jurisdiction and does not include special studies, special research, special testing or special documentation not normally required for this type of project. Review fees and other direct expenses related to the cost of obtaining permits from governmental or regulatory entities shall be borne by the Client and are not included as a part of SE's fee unless stated otherwise within the Agreement.

Hazardous Materials:

If any hazardous materials are discovered by anyone on or about the project site, or it becomes known that such materials may be present at or adjacent to the project site, the existence of which may affect the performance of services under this Agreement, SE shall have the option, and without any liability, to suspend the performance of its services until the Client or the Client's contractors remove such hazardous material and certify that the project site is in complete compliance with all applicable laws and regulations.

Information Provided by Client:

The Client shall at his cost furnish SE copies of all available reports, data, surveys, records, information and instructions required by this Agreement. SE may use said items in performing its services and is entitled to rely upon the accuracy and completeness thereof.

Change in Scope:

Services not set forth in the Agreement are specifically excluded from the scope of SE's services and not part of this Agreement unless the Client should choose to add such as an Additional Service. If the Client should desire Additional Services, both contracting parties shall discuss and define the scope of said service(s) and respective fee. A supplementary agreement will be prepared and executed between both parties before SE commences said service(s).

If the scope of the requested Additional Service is not well defined, SE may commence said services upon the Client's written authorization. The Client thereby agrees to compensate SE for said Additional Service on an hourly basis at SE's prevailing hourly charge rates.

Client's Review of SE's Progress Submittals:

The Client agrees to review document submittals from SE in a thorough and timely manner as the design process progresses. The Client will provide SE feedback regarding the submittal and any necessary changes. SE will respond accordingly within the limits established by the scope of services and based on SE's professional judgment and standard of care.

The Client acknowledges that his feedback impacts SE's execution of professional services and subsequent document submittals. If the Client requests change(s) to work previously accepted on an earlier submittal and SE is unable to respond to said change(s) without loss in time and/or resources, SE will so advise the Client prior to commencing said change(s). If the Client determines that said change(s) remain necessary, he will provide written notification to SE and thereby agrees to compensate SE for the change(s) on an hourly basis at SE's prevailing hourly charge rates.

Assignment:

Neither the Client nor SE may delegate, assign, sublet or transfer other duties or interest in this Agreement without the written consent of the other party.

Binding upon Successors:

This Agreement shall be binding upon the undersigned parties, partners, assigns and legal representatives.

Insurance:

SE represents and warrants that it and its agents, staff and consultants employed by it are protected by workers compensation and insurance and that SE has such coverage under professional liability and property damage insurance policies which SE deems to be adequate. SE agrees to furnish certificates of insurance to the Client, if the Client so desires.

Indemnification:

SE agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client against damages, liabilities or costs to the extent caused by SE's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom SE is legally liable.

The Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify SE against all damages, liabilities or costs to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor SE shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Verification of Existing Utilities:

Any topographic surveys performed by SE under the basic services under this Agreement that include surveying of buried utilities marked by others, require certain assumptions be made regarding the accuracy and completeness of the information provided by others that cannot be verified by SE without the Client expending potentially substantial sums of money. Therefore, the Client agrees to bear all costs, losses and expenses, including the cost of SE's Additional Services, arising from the discovery of unknown utility locations and/or conditions during construction.

If the Client desires a higher level of investigation, the Client shall request such service as an Additional Service in accordance with the terms of this Agreement. As part of this Additional Service, SE shall perform additional research and hiring the excavation and exposure of existing utilities at locations assumed by SE, with the ordinary standard of professional care, to be representative of what would be encountered during construction. The Client recognizes, however, that such research and investigation may not identify all underground utility locations and conditions and that the information upon which SE reasonably relies may contain errors or be incomplete.

Verification of Existing Structure Conditions:

The remodeling, rehabilitation, and/or renovation of the existing structure(s) require(s) certain assumptions be made by SE regarding existing conditions that cannot be verified without the Client's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure(s). Therefore, the Client agrees to bear all costs, losses and expenses, including the cost of SE's Additional Services, arising from the discovery of concealed or unknown conditions in the existing structure(s).

Record Drawings:

SE makes no warranty regarding the accuracy or completeness of any record drawings prepared by SE showing changes in the Work during construction when record drawings are based upon unverified information provided by others.

Construction Administration Services:

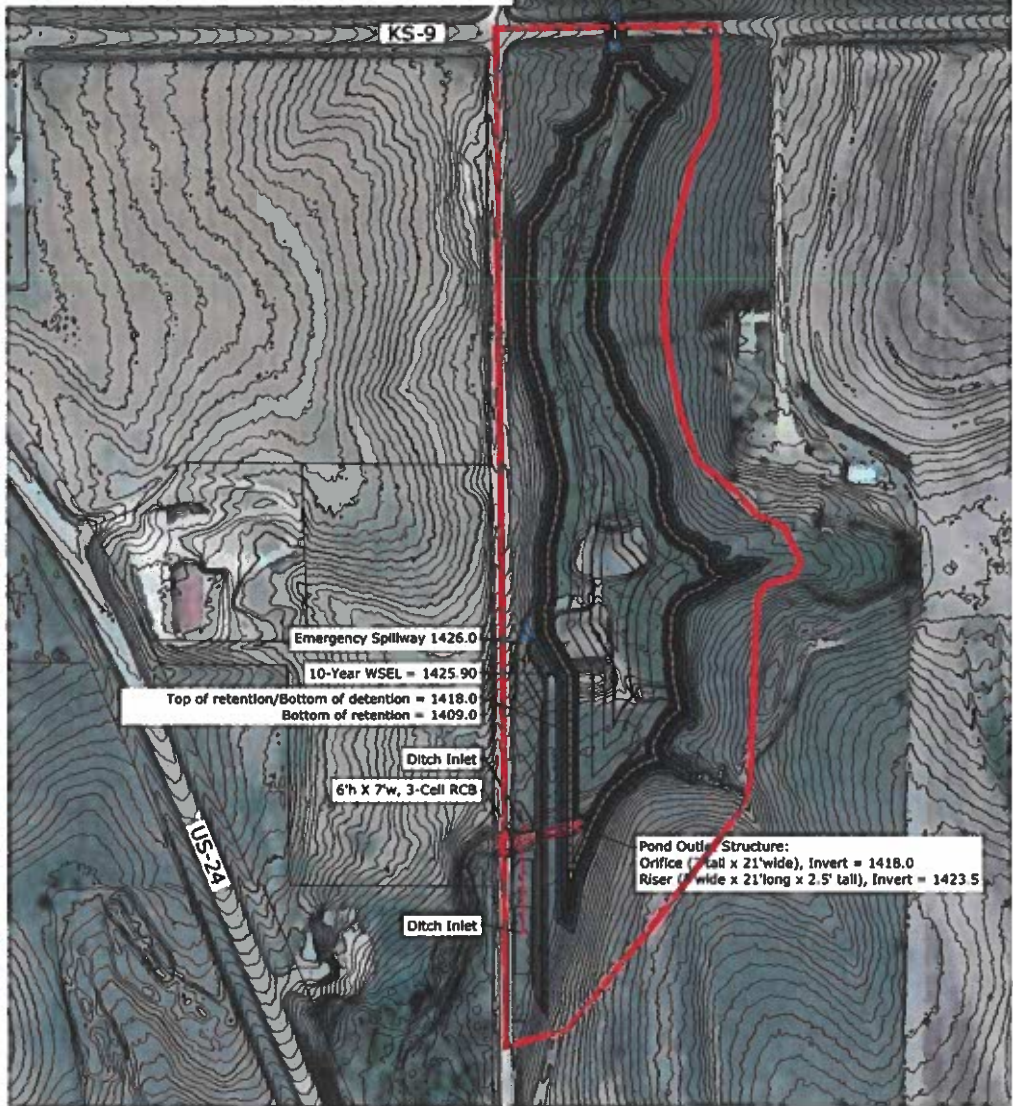
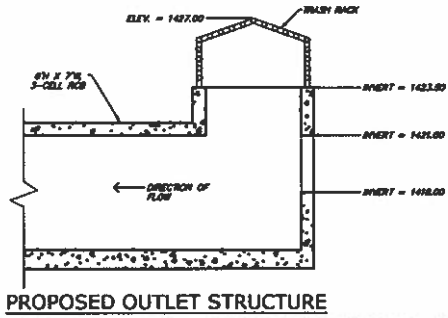
The terms of service provided by SE are for surveying purposes only, as such, SE shall not supervise, direct, or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, scheduling, sequencing or procedures selected by the Contractor, nor for the Contractor's health or safety precautions or programs in connection with the Work. These rights and responsibilities are solely the Contractor's in accordance with the Contract Documents. SE shall not guarantee the Contractor's performance or the quality of his work; however, SE shall keep the Client informed of the progress of the Work and endeavor to guard the Client against deficiencies in the Work based upon SE's general observations.

Acceptance of Terms and Conditions: (Acceptance will also be considered as Notice to Proceed)

(SE)

(Client)

PROJECT EXTENTS



WET DETENTION POND (E16)

Proposed Conditions (10-Year Storm)



REQUEST FOR COUNCIL ACTION

DATE: 4/17/2024

TITLE: Police Vehicle Purchase

ORIGINATING DEPARTMENT:

Police Department

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

Attached is police car bids for Council's consideration.

BACKGROUND:

FINANCIAL IMPACT:

The majority of the funding for this vehicle will be purchased with the funds from older Police Department vehicles.

OPTIONS:

DISCUSSION:

Respectfully submitted,
Halley Roberson
City Manager

BELOIT AUTO & TRUCK PLAZA INC
 3133 US HIGHWAY 24
 BELOIT, KS 674201577

Configuration Preview

Date Printed: 2024-04-11 4:36 PM
 Estimated Ship Date:

VIN:
 VON:

Quantity: 1
 Status: BA - Pending order
 FAN 1: 004BD Beloit, Kansas, City of, Polic
 FAN 2:
 Client Code:
 Bid Number: TB4065
 PO Number:

Sold to:
 BELOIT AUTO & TRUCK PLAZA INC (44547)
 3133 US HIGHWAY 24
 BELOIT, KS 674201577

Ship to:
 BELOIT AUTO & TRUCK PLAZA INC (44547)
 3133 US HIGHWAY 24
 BELOIT, KS 674201577

Vehicle: 2024 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	43,075	42,881
Package:	2BZ	Customer Preferred Package 2BZ	0	0
	ERC	3.6L V6 24V VVT Engine Upg 1 w/ESS	0	0
	DFT	8-Spd Auto 850RE Trans (Make)	0	0
Paint/Seat/Trim:	PDN	Destroyer Grey Clear Coat	395	356
	APA	Monotone Paint	0	0
	*A7	Cloth Bucket Seats W/Rear Vinyl	150	136
	-X9	Black	0	0
Options:	4DH	Prepaid Holdback	0	-1,339
	4ES	Delivery Allowance Credit	0	-430
	MAF	Fleet Purchase Incentive	0	0
	LNF	Black Left LED Spot Lamp	640	575
	ADL	Skid Plate Group	350	316
	5N7	Saved Favorites	0	0
	4FM	Fleet Option Editor	0	0
	4FT	Fleet Sales Order	0	0
	174	Zone 74-Denver	0	0
	4EA	Sold Vehicle	0	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0	-4,000
Bid Number:	TB4065	Government Incentives	0	26
Discounts:	YG1	7.5 Additional Gallons of Gas	1,595	1,595
Destination Fees:			Dealer -	1500
			Total Price:	46,205
				40,116

41,616

Order Type: Fleet
 Scheduling Priority: 1-Sold Order
 Salesperson:
 Customer Name:
 Customer Address: USA

PSP Month/Week:
 Build Priority: 99

Instructions:

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.



5470 E Railroad Ave.
 Holcomb, Kansas 67851
 www.jraudioinc.com

Estimate

Date	Estimate #
2/26/2024	5352

Name / Address
BELOIT POLICE DEPARTMENT 1716 N. HERSEY AVE BELOIT, KS 67420

Due to a volatile parts & shipping market, pricing is valid for 10 days

P.O. NUMBER	PROJECT
	2024 DURANGO

Qty	Description	Cost	Total
1	WHELEN FST/RST INTERIOR LIGHT BAR KIT (PROMO KIT)	3,000.00	3,000.00
1	WHELEN CORE PROGRAMMABLE SIREN/LIGHT CONTROLLER (INCLUDED IN PROMO KIT)	0.00	0.00
1	WHELEN SIREN SPEAKER & BRACKET(INCLUDED IN PROMO KIT)	0.00	0.00
1	SETINA PUSH BUMPER	525.00	525.00
4	WHELEN RW-BW LEDS (FRONT/SIDE GRILLE GUARD)	147.00	588.00
2	FED SIG MIIRROR MOUNT LEDS	185.00	370.00
1	HAVIS CONSOLE (INCLUDES ARMREST & CUPHOLDERS)	725.00	725.00
1	TAIL LIGHT FLASHER	110.00	110.00
2	WHELEN RED/BLUE LEDS (REAR SIDE WINDOWS)	147.00	294.00
2	WHELEN STRIP LITE BRACKETS (REAR SIDE WINDOWS)	25.00	50.00
1	MAGNETIC MIC KIT & BRACKET	55.00	55.00
2	WHELEN RED/BLUE LEDS (INSIDE REAR HATCH)	120.00	240.00
1	CUSTOM CAGE SINGLE PRISONER KIT	1,200.00	1,200.00
1	DUAL WEAPON GUN RACK	585.00	585.00
1	HEISE 22" OFF ROAD LIGHT BAR	300.00	300.00
1	WINDOW TINT FRONT WINDOWS	150.00	150.00
1	HAVIS CHARGE GUARD EQUIPMENT TIMER SYSTEM	100.00	100.00
1	MISC. WIRE & SUPPLIES	300.00	300.00
1	INSTALLATION OF EQUIPMENT	2,500.00	2,500.00
1	2024 WHITE V6 DURANGO	42,750.00	42,750.00

Thank You for choosing JR Audio Inc. for your Emergency Vehicle equipment needs.

Total **\$53,842.00**

Approved By _____

KANKAS

FCA US LLC INVOICE

104-D

PLANT

ZONE DEALER
74 44378

VEHICLE ID NUMBER
1C4RDJFG3RC134664

INVOICE NO.
R-WDE-59705415

INVOICE DT.
02/16/24

JEFFERSON

SHIP LANDMARK DODGE CHRYSLER JEEP
TO: 1900 S NOLAND RD
INDEPENDENCE

MO 64055-

IGN KEY
TRK KEY
ACC KEY

4012-01-2R16

SOLD LANDMARK DODGE CHRYSLER JEEP
TO: 1900 S NOLAND RD
INDEPENDENCE

MO 64055-

SHIPPING WT. 4788
SAE HP 34.3
631-072404-81

PAID FOR BY: ALLY

CREDIT SALE XX CASH SALE

BODY &
EQUIP.

DESCRIPTION

FACTORY
WHOLESALE PRICE

WDEE75	DODGE DURANGO PURSUIT VEHICLE AWD
PW7	White Knuckle Clear Coat
A7X9	Cloth Bucket Seats W/Rear Vinyl
CUG	Mini Console - Police
CW6	Deactivate Rear Doors/Windows
DFT	8-Spd Auto 850RE Trans (Make)
ERC	3.6L V6 24V VVT Engine Upg I w/ESS
GXF	Entire Fleet Alike Key (FREQ 1)
WP1	18X8.0 Painted Aluminum Wheels
YG1	7.5 Additional Gallons of Gas
2BZ	Customer Preferred Package 2BZ
2SQ	FCA Fleet Powertrain Care
2TZ	Customer Preferred Package 2TZ
3AH	Price Protection - Code H
4DH	Prepaid Holdback
4EA	Sold Vehicle
4ES	Delivery Allowance Credit
4FA	Special Bid-Ineligible For Incentive
4FT	Fleet Sales Order
4KA	Special Bid Handling
	TB4140 NN
	ADV PAYMENT OF YEAREND ALLOWANCE
217	DESTINATION CHARGE
	DIVERTED FROM 74-44378
	PER DIVERSION NOTICE 4-046-1435

MDH # 012018

USE DEALERCONNECT TO OBTAIN KEY INFORMATION

YOUR COST
~~\$41,500.00~~
THANKS

MSRP RETAIL TOTAL 46,660.00

TOTAL
ORIGINAL INVOICE

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE THE UNITED STATES.

Streets	Year	Vehicle	Model	Miles/Hours	Notes
	2023	skid steer	Bobcat S770		on gov. rotation plan - rotate out in summer
	2018	street sweeper	Ravo		
	2016	tractor	John Deere 5100		
	2011	Loader	John Deere 524K		
	2010	3/4 ton pickup	F250		
	2008	pickup	F150		
	2007	crack filling	Crafco		
	2006	grain truck	International 7400		
	2003	pickup	GMC 2500 4x4		
	2003	trailer	sterling		good condition plan on wood replacement on bed in a few years
	2004	Service truck	F350		
	2002	1 ton truck	GMC		
	2002	mid-size pickup	Dodge Dakota		
	2002	Dump truck			hoe is loose needs maintence - good condition - consider selling at good price to put toward newer model
	2002	Backhoe	John Deere 310SG	7,600 hrs	
	1999	Dump truck	INT single axle 4700		
	1996	Dump truck	INT tandem		
	1994	Service truck	Ford		
	1991	Dump truck	INT 4900		
	1989	Grader	120G		
	1987	Loader	Cat 916		
	1983	Chip oil truck			
	1982	Dump truck	IHC - 7 yard		

1979 Tractor Ford 545
 1977 2 ton truck Chevy flatbed
 1976 Dump truck Ford
 1969 water truck Chevy

Wast Water

2003 Truck GMC 85,222
 1973 Dump truck Chevy 1.5 ton
 1976 Loader Allis

1979 Generator Onan 1246 hrs - 90 KW out of compliance with KDHE, file report whenever it runs

Parks & Rec

2015 GMC Pick-up GMC 46,000

2003 GMC Pick-up GMC 106,000

2001 Dodge Pick-up Dodge 105,000

2000 F-350 F-350 90,000

2000 F-150 F-150 92,000

1998 GMC Yukon GMC 165,000

1981 GMC Dump Truck GMC 78,000

1981 Ford Dump Truck Ford 76,000

1976 Ford Bus Ford 65,000

Mowers

2024 J. D. 997 new

2022 J. D. 997 100

2021 J. D. 997	300
2020 J. D. 997	400
2019 J. D. 997	600
2018 J. D. 997	800
2016 J. D. 997	1200

Equipment

??	Bunker Rake
??	J. D. Backhoe

2018 J. D Gator 825m

2012??	J. D. Gator 825i
OLD	Gator
OLD	Gator
?	D. J. Tractor 3120

Systems

1976	Ford	F600 Dump	Truck
2007	GMC	Sierra HD 2500 3/4 Ton	Truck

2002	GMC	HD 2500 3/4 Ton	Pickup
1998	Ford	F80 Large Bucket	Truck
2003	Chevy	Small Bucket	Truck
2007	Ford	F750 Large Bucket	Truck
1992	Ford	DumpTruck	Truck
1991	GMC	Digger Derrick	Truck
1991	Chevy	3500 Pickup	Truck
1992	Chevy	Ext Cab Fleetside	Pickup
2018	Dodge	Ram 3500	Pickup
2000	GMC	3500	Pickup
2017	Freightliner	M2106 Digger Derrick	Truck
2003	GMC	Sierra 1/2 Ton	Pickup
2017	Dodge	Ram 3500	Pickup
2020	GMC	Sierra 3500 HD 4WD Du:	Pickup
2004	Ford	F550 Super Duty	Truck

Equipment

2017	Vermeer	Vac-Tron	Hydrovac
1998	Caterpillar	446B Backhoe	Backhoe
1969	Allis	2020 Loader	Loader
	Case-Davis	40+4	Trencher
	John Deere	270	Skid Steer
	Vermeer	1250	Chipper
1989	Rodder Trailer	Rodder Trailer	Trailer
1979		Generator Trailer	Trailer
2008	Sterling	L7501 Vac Truck	Vac Truck
	Ditch Packer		Ditch Packer
1995	Gold Star	Flatbed	Trailer
1994	Inman	Flatbed	Trailer
1985	Home Made	Big Boring Auger	Trailer
1991	Home Made	Pole	Trailer
2014	Trailer	PJ - T6202	Trailer
1991	Trailer	Small Boring	Trailer
2017	Brooks Bros Wire Trailer	Single Spool	Trailer

2014	John Deere	310SK Backhoe	Backhoe
	John Deere	John Deere 50G Hydraul	Mini Excavator

Fire

1929 FIRE TRUCK
1991 FORD FIRE TRK #1FDPF82J8MYA22866
2002 IHC FIRE TRK #1HTMKADR63H575920
2012 FIRE DEPT EQUIPMENT VAN IHTWCAZR3CJ660477
2016 SPARTAN ER STAR PUMPER FIRETRUCK #1HTMKSTR4HH518386

Police

2010 FORD F150 #1FTFW1EV1AKE15871
2011 CHEVY TAHOE #1GNLC2E05BR230809
2014 RAM #1C6RR7NT7ES374715
2015 FORD EXPLORER #1FM5K8AR0FGB98778
2015 FORD EXPLORER #1FM5K8AR9FGB98777
2017 DODGE CHARGER POLICE #2C3CDXKT9HH533848
2021 DODGE CHARGER #2C3CDXKKG4MH559433
2022 DODGE DURANGO #1C4RDJFG4NC184760
2023 DODGE DURANGO #1C4RDJFGXPC653434
2023 DODGE DURANGO #1C4SDJFT5PC690860



April 9, 2024
Project: 0792005

CITY OF BELOIT

Re: Proposed One (1) 14-inch Plastic Pipe Encased In A 20-inch Steel Casing Conveying Raw Water Pipeline Crossing of Railroad Property at Mile Post 514.78 on the Concordia (leased Kyle) Subdivision at or near Beloit, Mitchell County, Kansas.

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please return the executed agreement via email. For any payment(s), please follow the accompanying instructions.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company.

- Payment in the amount of Zero Dollars (**\$0.00**) is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, with Project No. 0792005 noted on that document. If you require formal billing, you may consider this letter as a formal bill and that 946001323 is this Corporation's correct Federal Taxpayer Identification Number.
- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at jasorian@up.com.

Sincerely,

Justin Alexander Soriano
Sr Analyst Real Estate - Contracts

PIPELINE CROSSING AGREEMENT

Mile Post: 514.78, Concordia Subdivision (Leased Kyle)
Location: Beloit, Mitchell County, Kansas

THIS AGREEMENT ("Agreement") is made and entered into as of April 9, 2024, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF BELOIT**, to be addressed at 119 N Hersey Avenue, Beloit, Kansas 67420 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) 14-inch plastic pipe encased in a 20-inch steel casing conveying raw water only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Beloit, Mitchell County, State of Kansas ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated February 16, 2024, attached hereto as **Exhibit A-1 & A-2** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one (1) 14-inch plastic pipe encased in a 20-inch steel casing conveying raw water, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A-1 & A-2**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 3. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 4. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 5. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 6. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 7. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 8. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 9. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 10. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Project No. 0792005)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF BELOIT
119 N Hersey Avenue
Beloit, Kansas 67420

Article 11. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF BELOIT

By: 

Justin Alexander Soriano
Sr Analyst Real Estate - Contracts

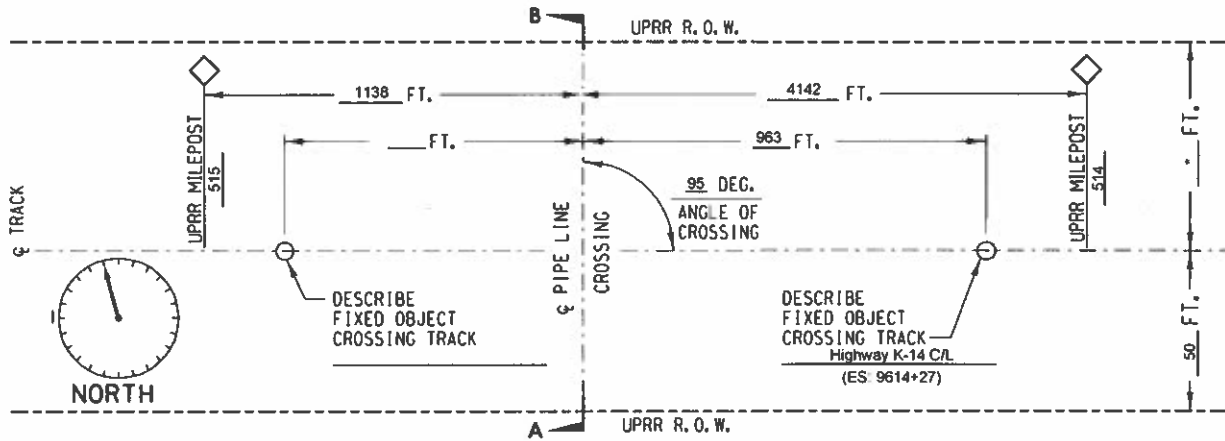
By: 

Name Printed: Harvey Robertson

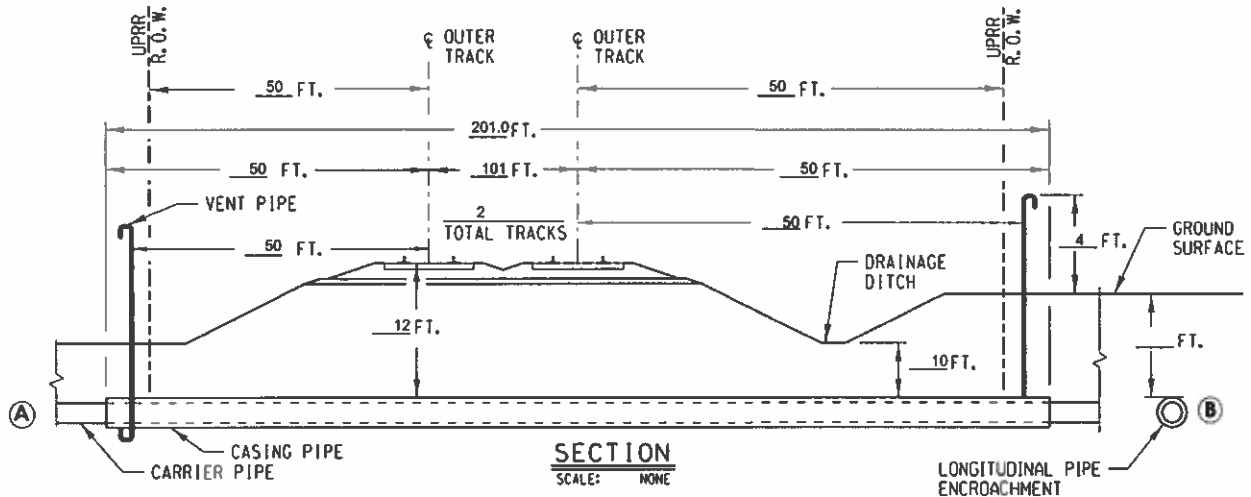
Title: Beloit City Manager

NON-FLAMMABLE LIQUID PIPELINE

- CROSSING
- ENCROACHMENT
- BOTH



PLAN
SCALE: NONE



SECTION
SCALE: NONE

NOTES: *See Exhibit A-2 for additional details on the crossing of the 100' wide northern corridor, Solomon (Leased KYLE).*

1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK

2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.1

- A) METHOD OF INSTALLATION HORIZONTAL DIRECTIONAL DRILL
- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____
- C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
- D) CARRIER MATERIAL PLASTIC IF RCP, CLASS V? NA
 COMMODITY TO BE CONVEYED RAW WATER
 OPERATIONAL PRESSURE 30 PSI, MAOP 30 PSI,
 WALL THICKNESS (INCH)/ SCHEDULE 20 DIAMETER 14 IN.
 CATHODIC/COATING PROTECTION NO
- E) CASING MATERIAL STEEL PIPE IF RCP, CLASS V? NA
 TOTAL LENGTH CASING PIPE: 201 FT.
 WALL THICKNESS 0.3125 IN. DIAMETER 20 IN.
 CATHODIC/COATING PROTECTION YES
 CASING PIPE IS SEALED AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF
 BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES
50 AND 50.



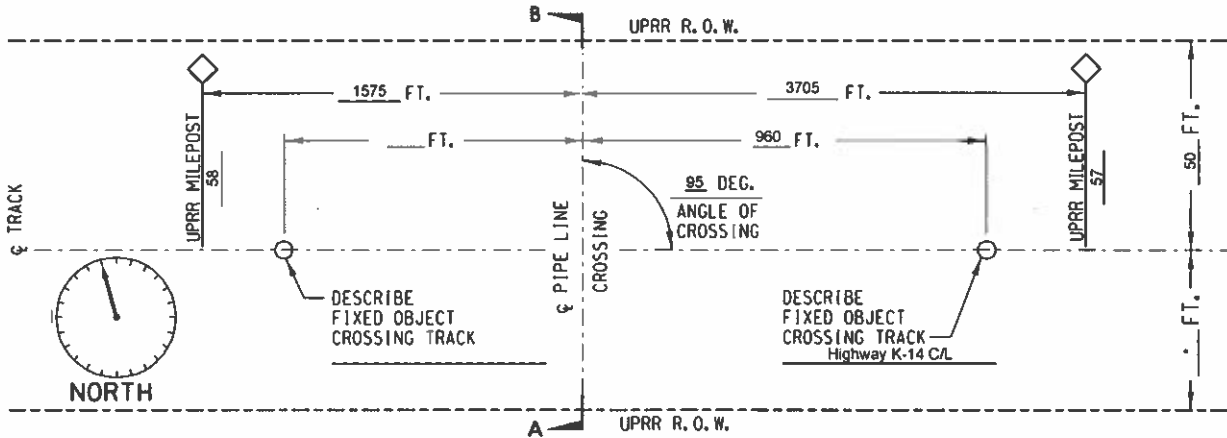
BUILDING AMERICA®

EXHIBIT "A" 1

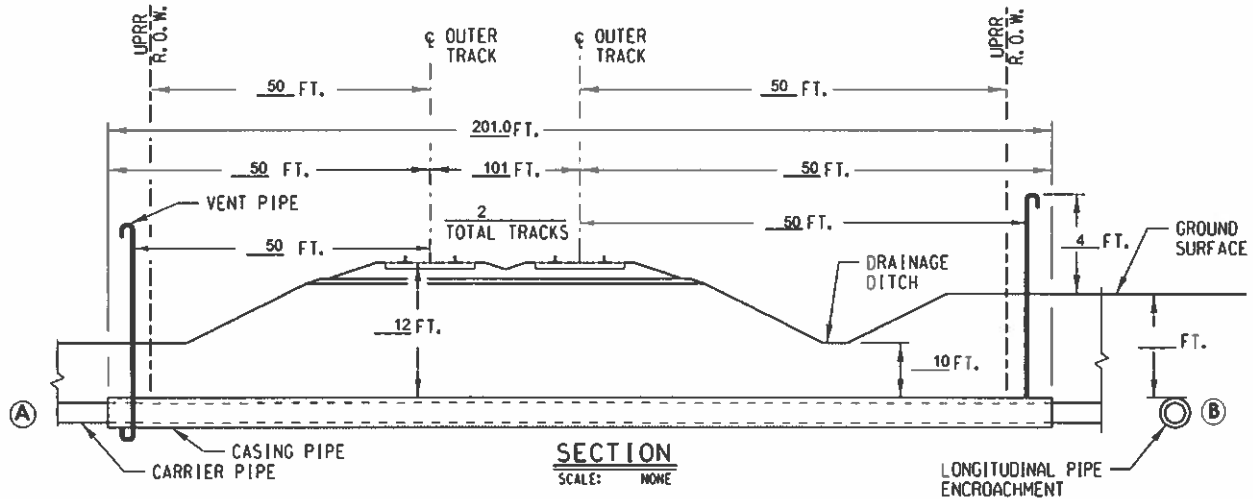
SUBDIVISION: <u>Concordia (Leased KYLE)</u>	
TRACK TYPE: <u>MAINLINE</u>	
M.P.: <u>514.78</u>	LAT.: <u>39.45666667</u>
E.S.M.: <u>9623+90</u>	LONG.: <u>-98.11222222</u>
NEAREST CITY: <u>BELOIT</u>	COUNTY: <u>MITCHELL</u> STATE: <u>KS</u>
APPLICANT: <u>CITY OF BELOIT</u>	
FILE NO.: <u>0792005</u>	DATE: <u>2/16/2024</u>

NON-FLAMMABLE LIQUID PIPELINE

- CROSSING
- ENCROACHMENT
- BOTH



PLAN
SCALE: NONE



SECTION
SCALE: NONE

NOTES: *See Exhibit A-1 for additional details on the crossing of the 100' wide southern corridor, Concordia (Leased KYLE).*

1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK

2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.1

- A) METHOD OF INSTALLATION HORIZONTAL DIRECTIONAL DRILL
- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____
- C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
- D) CARRIER MATERIAL PLASTIC. IF RCP, CLASS V? NA
 COMMODITY TO BE CONVEYED RAW WATER
 OPERATIONAL PRESSURE 30 PSI. MAOP 30 PSI.
 WALL THICKNESS (INCH)/ SCHEDULE 20. DIAMETER 14 IN.
 CATHODIC/COATING PROTECTION NO
- E) CASING MATERIAL STEEL PIPE. IF RCP, CLASS V? NA
 TOTAL LENGTH CASING PIPE: 201 FT.
 WALL THICKNESS 0.3125 IN. DIAMETER 20 IN.
 CATHODIC/COATING PROTECTION YES
 CASING PIPE IS SEALED AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES
50 AND 50.



BUILDING AMERICA®

EXHIBIT "A" 2

SUBDIVISION: <u>Solomon (Leased KYLE)</u>	
TRACK TYPE: <u>MAINLINE</u>	
M.P.: <u>57.70</u>	LAT.: <u>39.456926</u>
E.S.M.: <u>3002+84 ±</u>	LONG.: <u>-98.112393</u>
NEAREST CITY: <u>BELOIT</u>	COUNTY: <u>MITCHELL</u> STATE: <u>KS</u>
APPLICANT: <u>CITY OF BELOIT</u>	
FILE NO.: <u>0792005</u>	DATE: <u>2/16/2024</u>

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this Exhibit B and provided Licensee written

authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**.

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost

and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;
3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;

7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been

restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage

will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.