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CITY COUNCIL AGENDA

Tuesday, December 21st, 2010
7:00 p.m.

1. CALL TO ORDER

- A. Roll Call
- B. Invocation
- C. Pledge of Allegiance

2. MAYOR AND COUNCIL REPORTS

3. STAFF REPORTS

- A. City Attorney Report
- B. City Administrator Report

4. PUBLIC COMMENT

5. CONSENT AGENDA

- A. 12/7/10 City Council Meeting Minutes
- B. Appropriations 12B

6. ORDINANCES

7. RESOLUTIONS

8. FORMAL ACTIONS

- A. Thermostat Bid
- B. SFS Contract
- C. Mayor Appointment – City Attorney
- D. Mayor Appointment – City Clerk/Director of Finance
- E. Mayor Appointment – Housing Authority
- F. North Campus Steering Committee

9. CLOSED SESSION

- A. Attorney-Client Privileged Information
- B. Preliminary Consideration of Specific Personnel Matter of Non-Elected Personnel

10. ADJOURNMENT

WORK SESSION AGENDA

1. CORRESPONDENCE AND STAFF REPORTS

- A. November Library Board Meeting Minutes
- B. December Community Development Report
- C. City Attorney Report
- D. City Administrator Report

2. DISCUSSION ITEMS

- A. Transfer of Cemetery Deeds
- B. City Judge
- C. 2011 Fees

3. ADJOURNMENT

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

The Public Comment section is to allow members of the public to address the Council on matters pertaining to any business within the scope of Council authority and not appearing on the Agenda. Kansas Statutes prohibit the Council from taking action on any item not appearing on the Agenda, except where an emergency is determined to exist.

DRAFT
BELOIT CITY COUNCIL MEETING MINUTES
DECEMBER 7, 2010

The Beloit City Council met in regular session on December 7, 2010 in the Council Chambers. Mayor Rebecca Koster called the meeting to order at 7:00 p.m. City Council members in attendance were Frank Delka, Matt Otte, Tom Naasz Pat Struble, James Crowley, Rick Brown, and Bob Richard. Also present were City Attorney Harry Gantenbein, and City Clerk Kerry Benson, and City Administrator Glenn Rodden. Councilor Denis Shumate was absent.

Department heads in attendance were Lynn Miller, Murray McGee and Dave Elam.

Matt Otte gave the invocation and the Pledge of Allegiance was recited.

Mayor Koster reported that interviews for the position of Director of Finance/City Clerk will be later in the week. She also pointed out that invitations were distributed for the Christmas party and also for a farewell for City Clerk Kerry Benson to be held on Friday, December 10.

Councilor Crowley asked Administrator Rodden if the insurance adjustor had looked at the roofs at the North Campus. Mr. Rodden indicated that they had and will be getting back with staff in the near future. Mr. Crowley also reported that Councilor Shumate would like to review the applications for the position of Director of Finance/City Clerk. Mr. Shumate will be unable to sit in on the interviews. Councilor Richard thanked Dave Elam and Glenn Rodden for speaking at the recent Rotary Club meetings as this is good public relations for the City. Councilor Struble commented on the recent articles in the Salina Journal about various things in Beloit. It is good to get the positive publicity.

City Administrator Rodden reported on the following items: 1. The K-14 Project continues to progress. Weather permitting, they will be pouring the lanes this week. 2. Wilson and Company sent a renewed contract of not to exceed \$2,500 to summarize the work that has been done previously regarding the cooling tower. 3. The bid opening for the new Law Enforcement Center will be on Thursday, December 9 at 2:00 p.m. 4. There were 20 applications received for the Director of Finance/City Clerk position. Interviews will be held later this week.

The Consent Agenda consisted of November 16, 2010 Council Meeting Minutes and Appropriations 12A. A motion was made by Councilor Struble and seconded by Councilor Crowley to approve the Consent Agenda in its entirety. Roll call vote: Yeas: Crowley, Brown, Struble, Delka, Richard, Naasz, and Otte. Nays: None.

A motion was made by Councilor Crowley seconded by Councilor Otte to adopt Ordinance No. 2083 Increasing Court Costs. Roll call vote: Yeas: Crowley, Brown, Struble, Delka, Richard, Naasz, and Otte. Nays: None.

A motion was made by Councilor Otte seconded by Councilor Naasz to adopt Ordinance No. 2084 Amending the Standard Traffic Ordinance addressing driving through or on private

property to avoid traffic control devices. Roll call vote: Yeas: Crowley, Brown, Struble, Delka, Richard, Naasz, and Otte. Nays: None.

Bids for banking services for the time period January 1, 2011 through December 31, 2013 were received from First National Bank of Beloit and Guaranty State Bank of Beloit. A motion was made from Councilor Naasz seconded by Councilor Otte to approve the bank bid from First National Bank of Beloit. Motion carried 7-0.

The newly formed pool committee is recommending that the staff negotiate a contract with SFS Architects for the position of new pool facilitator. The committee met with three different companies and SFS Architects had the best strategy for working with the committee and the public to achieve the goal of building a new pool. SFS will be soliciting feedback from the public via surveys as to what the community would like to see in a new pool facility in addition to regular meetings with the pool committee. A motion was made by Councilor Crowley seconded by Councilor Richard to start contract negotiations with SFS Architects for the position of new pool facilitator. Motion carried 7-0.

Norb Kohler has requested to purchase city land at the old landfill north of the county weed department in the amount of \$5,000. A motion was made by Councilor Crowley seconded by Councilor Brown to approve the sale of the land to Norb Kohler in the amount of \$5,000. Motion carried 7-0.

Staff is recommending that the cereal malt beverage licenses be approved for 2011 for the following businesses: Casey's Retail Company (East and West), Plum Creek Meats, Pump Mart, Shamburg Oil, Inc., Beloit Bowl, El Puertos, Mitchell County Fair Association and Solomon Valley Eagles Club. The licenses were reviewed by City Attorney Gantenbein and background checks were done by Sergeant Elam. A motion was made by Councilor Otte seconded by Councilor Delka to approve cereal malt beverage licenses for the listed businesses. Motion carried 7-0.

A motion was made by Councilor Struble seconded by Councilor Crowley to approve the Social Media Policy. The policy is written to encourage the free-flow of information and to provide guidance for city employees who use this media professionally and personally. Motion carried 7-0.

Planning Works has submitted a proposal for Strategic Planning for the North Campus. Staff is recommending that the council not approve the proposal as it is too complicated and expensive. A motion was made by Councilor Crowley seconded by Councilor Brown to not approve the proposal from Planning Works. Motion carried 7-0. Staff put together a suggested In-House Planning steering committee and timeline to gather input from the community. They will bring back names at a future meeting for council approval.

A motion was made by Councilor Struble seconded by Councilor Crowley for a Closed Session for Attorney-Client Privileged Information consisting of the Governing Body, City

Administrator Rodden, City Attorney Gantenbein and Verlin Kolman for a period of 20 minutes. Motion passed 7-0. Starting time began at 7:45 p.m. ended at 8:05 p.m. No motions or decisions were made.

A motion was made by Councilor Crowley seconded by Councilor Richard for a Closed Session for Attorney-Client Privileged Information consisting of the Governing Body, City Administrator Rodden and City Attorney Gantenbein or a period of 5 minutes. Motion passed 7-0. Starting time began at 8:11 p.m. ended at 8:16 p.m. No motions or decisions were made.

A motion was made by Councilor Naasz and seconded by Councilor Struble to adjourn the Council Meeting. Motion passed 7-0. The meeting ended at 8:17 p.m.

The work session began at 8:17 p.m. Present were Councilors Brown, Delka, Struble, Richard, Crowley, Naasz, and Otte. Also present were City Administrator Rodden, City Attorney Harry Gantenbein and City Clerk Kerry Benson.

Department heads in attendance were Murray McGee.

Joe Harrison, USD #273 Superintendent was present to discuss the district's intended use for the education building at the North Campus. He indicated that the Early Childhood Handicap Program, the Alternative Learning Center and the Special Education Coop would be housed in the education building. In addition, the Occupational Therapist and the Physical Therapist would also move there. Dr. Harrison and the school board extended their thanks for the city in working with them and applauded their efforts in taking over the North Campus.

The work session adjourned at 8:38 p.m.

REBECCA KOSTER, Mayor

ATTEST:

KERRY BENSON, Director of Finance/City Clerk

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>
6 ABRAM READY-MIX								
44504	12/23/2010	12/23/2010	278.97	4698	11/29/2010	4611		Posted
		25-00-6150		3 yards concrete			278.97	0.00
44516	12/23/2010	12/23/2010	375.76	4988	12/06/2010	4629		Posted
		25-00-8400		curb & gutter			375.76	0.00
44617	12/23/2010	12/23/2010	367.52	4906	11/29/2010	5441		Posted
		53-43-6150		SE corner of sunflower-8yds flowable			367.52	0.00
8 ACE HARDWARE								
44459	12/23/2010	12/23/2010	205.21		12/01/2010	4619		Posted
		10-15-6000		384257 gloves			34.90	0.00
		10-15-6000		384676 knife & blades			24.86	0.00
		10-15-6000		385060 lamp & bulbs			35.45	0.00
		10-15-6000		385079 metal clasp			4.99	0.00
		10-15-6000		685191 screwdriver & bits			14.48	0.00
		10-15-6000		385414 saw blades & wire			27.77	0.00
		10-15-6000		385497 heater			49.99	0.00
		10-15-6000		385902 paint & tape			1.79	0.00
		10-15-6000		385920 stencils			10.98	0.00
							<u>205.21</u>	<u>0.00</u>
44475	12/23/2010	12/23/2010	42.68		12/01/2010	5065		Posted
		51-41-6000		384132 mop head, lysol			18.96	0.00
		51-41-6000		384182 electrical tape			7.16	0.00
		51-41-6000		384654 washers			1.58	0.00
		51-41-6000		385873 paint brush set			14.98	0.00
							<u>42.68</u>	<u>0.00</u>
44478	12/23/2010	12/23/2010	126.51		12/01/2010	5070		Posted
		52-41-6000		384170 mouse traps & bait			33.47	0.00
		52-41-6000		384498 soap			75.55	0.00
		52-41-6000		384931 mouse trap			17.49	0.00
							<u>126.51</u>	<u>0.00</u>
44485	12/23/2010	12/23/2010	71.70		11/08/2010	5038		Posted
		52-43-6000		384622 hose barb			2.79	0.00
		52-43-6000		385076 mop head, spray lacquor			21.97	0.00
		53-43-6000		384516 coppercoat			31.98	0.00
		53-43-6000		385040 elbow & coupling			14.96	0.00
							<u>71.70</u>	<u>0.00</u>
44491	12/23/2010	12/23/2010	16.48	384826	11/12/2010	5352		Posted
		10-11-6000		Batteries			16.48	0.00
44508	12/23/2010	12/23/2010	156.16		11/23/2010	5124		Posted
		53-41-4360		385476 clear goggles			19.96	0.00
		53-41-4360		385185 drill bits			25.13	0.00
		53-41-4360		385111 keys, nuts, bolts			9.68	0.00
		53-41-4360		384668 hex nuts			3.49	0.00
		53-41-4360		384085 clamps			9.56	0.00
		53-41-4360		385499 tool box			20.97	0.00
		53-41-4360		384838 masking tape			17.97	0.00
		53-41-4360		385008 mop sponge, window wand			29.48	0.00
		53-41-4360		384508 roller cover			19.92	0.00
							<u>156.16</u>	<u>0.00</u>
44511	12/23/2010	12/23/2010	27.64		11/24/2010	4724		Posted
		10-18-6000		384094 elbow, bushing			4.37	0.00
		10-18-6000		384081 battery			14.37	0.00
		10-18-6000		384630 tube, coupler hose			6.92	0.00
		10-18-6000		384645 tubing			1.98	0.00
							<u>27.64</u>	<u>0.00</u>
44524	12/23/2010	12/23/2010	57.78	385140	12/07/2010	4630		Posted
		25-00-6000		cable, insulated ring, heater			57.78	0.00
44534	12/23/2010	12/23/2010	79.29		12/07/2010	5133		Posted
		53-41-6000		386168 toolbox			27.96	0.00
		53-41-6000		386010 brass nipples			51.33	0.00
							<u>79.29</u>	<u>0.00</u>
44540	12/23/2010	12/23/2010	20.99	385544	11/23/2010	0002		Posted
		53-41-7450		speedbor bit			20.99	0.00

Accounts Payable Detail Listing

City of Beloit

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
			<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
8	ACE HARDWARE (continued)									
44545		12/23/2010	12/23/2010		42.00			5264		Posted
			10-13-6000			#385115 keys			30.00	0.00
			10-13-6000			#382338 keys			12.00	0.00
									42.00	0.00
44574		12/23/2010	12/23/2010		16.55		12/01/2010	5555		Posted
			10-18-6000			385962 spray paint			11.27	0.00
			10-18-6000			386026 sign for restroom			5.28	0.00
									16.55	0.00
44600		12/23/2010	12/23/2010		10.79	385474	11/23/2010	5592		Posted
			10-11-4300			385474 keys			8.00	0.00
			10-11-4300			385525 funnel			2.79	0.00
									10.79	0.00
44620		12/23/2010	12/23/2010		115.69		12/01/2010	5425		Posted
			53-43-6000			385958 tool oil			17.98	0.00
			53-43-6000			386164 batteries			47.95	0.00
			53-43-6000			386486 coupler			3.29	0.00
			53-43-6000			386782 hose hanger mount			10.99	0.00
			53-43-6000			386437 blade			5.49	0.00
			53-43-6000			386403 lopper head			29.99	0.00
									115.69	0.00
9	ACKERMAN SUPPLY									
44460		12/23/2010	12/23/2010		16.52		12/02/2010	4623		Posted
			25-00-4310			200721 steel cable			13.93	0.00
			25-00-4310			200715 bolts			2.59	0.00
									16.52	0.00
44479		12/23/2010	12/23/2010		149.98	200376	12/01/2010	5071		Posted
			52-41-6000			coat & coveralls for Justin Ryser			149.98	0.00
44483		12/23/2010	12/23/2010		19.28	200689	11/17/2010	5039		Posted
			52-43-6000			d-ring & irrigation boot			19.28	0.00
44536		12/23/2010	12/23/2010		59.98	201091	12/06/2010	5129		Posted
			53-41-4300			2 gal yellow rust enamel paint			59.98	0.00
44621		12/23/2010	12/23/2010		27.28		12/15/2010	5442		Posted
			52-43-6000			201206 poly grain scoop			24.99	0.00
			52-43-6000			201238 graphite			2.29	0.00
									27.28	0.00
767	AIRGAS MID SOUTH INC									
44560		12/23/2010	12/23/2010		315.82		12/14/2010			Posted
			53-41-6230			#106370606 Nitrogen/Acetylene			169.48	0.00
			53-41-6230			#106908099 Bottle rental			81.34	0.00
			53-41-6230			#106642131 Lease renewal			65.00	0.00
									315.82	0.00
21	ALCO-DUCKWALL STORES INC									
44477		12/23/2010	12/23/2010		7.98	221-06160	11/02/2010	5067		Posted
			51-41-6000			document frames			7.98	0.00
44487		12/23/2010	12/23/2010		9.99	221-06166	11/03/2010	5249		Posted
			10-13-6000			Gun scrubber			9.99	0.00
44514		12/23/2010	12/23/2010		3.99	221-06159	11/24/2010	4721		Posted
			10-18-4330			socket adapter			3.99	0.00
44561		12/23/2010	12/23/2010		67.62	221-06311	12/08/2010	5544		Posted
			10-11-6000			Supplies for meeting			67.62	0.00
44613		12/23/2010	12/23/2010		19.95	221-06229	11/20/2010	5267		Posted
			10-13-6000			Vehicle cleaning supplies			19.95	0.00
44616		12/23/2010	12/23/2010		12.45	221-06348	12/16/2010	5282		Posted
			10-13-6000			5 vent sticks			12.45	0.00
813	AMERIPRIDE LINEN SERVICES									
44607		12/23/2010	12/23/2010		50.40	T741847	12/16/2010	4634		Posted
			10-15-3000			Rags & rugs			50.40	0.00
2032	AT&T									
44570		12/23/2010	12/23/2010		312.58		11/27/2010	5547		Posted
			10-18-5310			North Campus phone bill			312.58	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>	
2032 AT&T (continued)									
44571	12/23/2010	12/23/2010	43.58		11/27/2010	5546			Posted
	53-43-5310			Systems phone bill for Nov 2010			21.79		0.00
	51-43-5310			Systems phone bill for Nov 2010			15.25		0.00
	52-43-5310			Systems phone bill for Nov 2010			6.54		0.00
							<u>43.58</u>		<u>0.00</u>
44572	12/23/2010	12/23/2010	385.25		11/27/2010	5535			Posted
	10-11-5310			Phone bill for Nov 2010			360.75		0.00
	10-20-5310			Phone bill for Nov 2010			12.25		0.00
	52-41-5310			Phone bill for Nov 2010			12.25		0.00
							<u>385.25</u>		<u>0.00</u>
63 BELL MEMORIALS LLC									
44610	12/23/2010	12/23/2010	404.00	4791	12/14/2010	5278			Posted
	10-13-7450			Vinyl lettering for crown vic			404.00		0.00
75 BELOIT MOTOR COMPANY									
44622	12/23/2010	12/23/2010	60.02	40109	12/09/2010	5444			Posted
	53-43-4310			arm rest			60.02		0.00
80 BELOIT TYPEWRITER EXCHANGE									
44461	12/23/2010	12/23/2010	6.49	662284	11/30/2010	4621			Posted
	10-15-6000			stencils			6.49		0.00
44480	12/23/2010	12/23/2010	17.17	588480	11/22/2010	5072			Posted
	52-41-3000			UPS Shipping			17.17		0.00
44482	12/23/2010	12/23/2010	8.50	576031	11/16/2010	5043			Posted
	51-43-6000			white out			8.50		0.00
44486	12/23/2010	12/23/2010	11.90	576011	11/12/2010	5272			Posted
	10-12-6110			ink pad refills			11.90		0.00
44494	12/23/2010	12/23/2010	63.60	588487	11/23/2010	4713			Posted
	10-17-5400			copy paper			63.60		0.00
44496	12/23/2010	12/23/2010	204.13		12/01/2010	5351			Posted
	10-11-6110			#575996 printer cartridge			49.61		0.00
	10-11-6110			#588458 laminating sheets			58.57		0.00
	10-11-6110			#588477 USB			34.95		0.00
	10-11-6110			#588488 ink cartridges			52.01		0.00
	10-11-6110			#662333 binders			8.99		0.00
							<u>204.13</u>		<u>0.00</u>
44598	12/23/2010	12/23/2010	60.92		12/15/2010	5588			Posted
	10-11-6110			576012 ink pads			15.95		0.00
	10-11-6110			588490 file folders			19.99		0.00
	10-11-6110			662255 calendar refill			11.99		0.00
	10-11-6110			662400 guest book			12.99		0.00
							<u>60.92</u>		<u>0.00</u>
44601	12/23/2010	12/23/2010	94.50	585805	10/12/2010	5591			Posted
	10-13-6110			45 cassette tapes			94.50		0.00
669 BLADE-EMPIRE PUBLISHING									
44580	12/23/2010	12/23/2010	620.10		12/01/2010	5354			Posted
	10-11-5400			15662 Vetern's Day Ad			20.00		0.00
	10-11-5400			15480 2010 Hunting Guide Ad			60.00		0.00
	10-11-5400			15216 Council Agenda			93.50		0.00
	10-11-5400			15752 Council Agenda			93.50		0.00
	10-11-5400			15384 City Ordinance			77.00		0.00
	10-11-5400			15825 Resolution			154.00		0.00
	10-11-5400			15561 City Clerk ad			33.00		0.00
	10-11-5400			15744 City Clerk ad			33.00		0.00
	10-11-5400			15929 City Clerk Ad			33.00		0.00
	10-11-5400			15922 Planning Commission C190			38.50		0.00
	10-11-5400			16311 Discount			0.00		92.40
	10-18-5400			16078 HVAC bid notice			33.00		0.00
	10-15-5400			16080 tree trimming			22.00		0.00
	10-15-5400			16103 tree trimming			22.00		0.00
							<u>712.50</u>		<u>92.40</u>

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City of Beloit

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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)							
44462	12/23/2010	12/23/2010	200.45		12/01/2010	4616		Posted
	10-22-4390			657354-1 couplings & pipe			4.45	0.00
	10-22-4390			658657-1 lights			196.00	0.00
							200.45	0.00
44474	12/23/2010	12/23/2010	641.32		12/01/2010	5427		Posted
	53-43-8300			#658953-1 flashlight			52.50	0.00
	53-43-8300			#658600-1 replacment blades			8.82	0.00
	53-43-4390			#658487-1 street light lenses			580.00	0.00
							641.32	0.00
44481	12/23/2010	12/23/2010	23.27	657686-1	11/17/2010	5074		Posted
	52-41-4360			timer & toggle switch			23.27	0.00
44498	12/23/2010	12/23/2010	18.56		11/16/2010	4601		Posted
	10-22-4390			#653012-1 mercury lamps			138.96	0.00
	10-22-4390			#653033-1 return credit			0.00	120.40
							138.96	120.40
44502	12/23/2010	12/23/2010	271.11		11/19/2010	5044		Posted
	53-43-4390			655536-1 100 amp panel. step drill			199.44	0.00
	51-43-8100			656304-1 freight on warranty tool btry			7.27	0.00
	51-43-8100			655421-1 copper wire			64.40	0.00
							271.11	0.00
44512	12/23/2010	12/23/2010	76.53		11/24/2010	4725		Posted
	10-18-6000			655632-1 sprinkler parts			21.20	0.00
	10-18-6000			655625-1 cord plug			0.73	0.00
	10-18-6000			658005-1 north campus gym lights			54.60	0.00
							76.53	0.00
44539	12/23/2010	12/23/2010	92.06		11/16/2010	5128		Posted
	53-41-4360			657481-1 50W HP sodium lamp			18.56	0.00
	53-41-4360			655619-1 60W fluorescent lamp			73.50	0.00
							92.06	0.00
44588	12/23/2010	12/23/2010	8.29	659340-1	12/01/2010	5579		Posted
	10-14-4310			sparkplug & air filter			8.29	0.00
44623	12/23/2010	12/23/2010	87.13		12/15/2010	5445		Posted
	53-43-8300			661001-1 battery			5.20	0.00
	53-43-8300			660998-1 seal			12.72	0.00
	53-43-8300			659592-1 hex extension			69.21	0.00
							87.13	0.00
1258	BUMPER TO BUMPER AUTO PARTS							
44463	12/23/2010	12/23/2010	416.26		12/01/2010	4613		Posted
	10-15-4310			535334 antifreeze			56.94	0.00
	10-15-4310			535343 heater hose			41.00	0.00
	10-15-4310			535437 antifreeze/filters			6.82	0.00
	10-15-4310			536142 air filters			54.88	0.00
	10-15-4310			536419 brake wheel cyl			170.52	0.00
	10-15-4310			536422 motor oil			4.23	0.00
	10-15-4310			536471 brake fluid			20.54	0.00
	10-15-4310			536550 oil filter			16.44	0.00
	10-15-4310			536554 fuel filters			18.40	0.00
	10-15-4310			537074 tire pressure gauge			26.49	0.00
							416.26	0.00
44473	12/23/2010	12/23/2010	44.97		12/01/2010	5428		Posted
	53-43-4310			#536843 brake hose			23.56	0.00
	53-43-6000			#537089 air hammer tool accessory			21.41	0.00
							44.97	0.00
44492	12/23/2010	12/23/2010	12.13	535577	11/24/2010	5258		Posted
	10-13-4310			oil filter & washer fluid			12.13	0.00
44509	12/23/2010	12/23/2010	72.96		11/24/2010	4726		Posted
	10-18-4310			535732 mini bulbs			1.68	0.00
	10-18-4310			536145 hslogen bulb/wiper blade			20.84	0.00
	10-18-4330			536657 belt			50.44	0.00
							72.96	0.00

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Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status
	Account#	Work Order		Description			Debit	Credit
1258 BUMPER TO BUMPER AUTO PARTS (continued)								
44517	12/23/2010	12/23/2010	76.32		11/30/2010	5389		Posted
	10-14-4310			537399 fuel filter			10.73	0.00
	10-14-4310			537128 oil filters			40.10	0.00
	10-14-4310			537394 oil filter			25.49	0.00
							76.32	0.00
44541	12/23/2010	12/23/2010	41.25	537160	11/30/2010	5127	12/03/2010	Posted
	53-41-4360			3' coolant hose			41.25	0.00
44609	12/23/2010	12/23/2010	8.49		12/08/2010	5279		Posted
	10-13-4310			537973 washer fluid/oil filter			6.09	0.00
	10-13-4310			537942 door panel clip			2.40	0.00
	10-13-4310			534069 filters			58.78	0.00
	10-13-4310			535033 return filters			0.00	58.78
							67.27	58.78
44618	12/23/2010	12/23/2010	175.20		12/15/2010	0004		Posted
	53-43-4310			537876 battery			65.21	0.00
	53-43-4310			537851 door handle			61.85	0.00
	53-43-4310			537200 air line hose			48.14	0.00
							175.20	0.00
44619	12/23/2010	12/23/2010	88.92		11/19/2010	5045		Posted
	52-43-4310			535598 starting fluid			2.31	0.00
	52-43-4310			536531 air filter			6.62	0.00
	52-43-4310			535683 starter & idler arm			92.26	0.00
	52-43-4310			535691 starter core credit			0.00	20.00
	52-43-4310			535774 door handle			7.73	0.00
							108.92	20.00
2265 BVAC Inc								
44638	12/23/2010	12/23/2010	658.88	12002	12/02/2010	5280		Posted
	10-13-6120			Ammo			658.88	0.00
1091 CARD SERVICES								
44581	12/23/2010	12/23/2010	150.00	5251	11/29/2010	5551		Posted
	51-41-3000			ICMA annual dues			150.00	0.00
44582	12/23/2010	12/23/2010	254.13	5232	11/29/2010	5574		Posted
	10-11-5800			Hilton - Wichita KMEA Conf			243.19	0.00
	10-11-5800			Legends Resturant- KMEA Conf			10.94	0.00
							254.13	0.00
44583	12/23/2010	12/23/2010	937.53	5240	11/29/2010	5575		Posted
	53-41-5800			603894 Shell Oil			50.00	0.00
	53-41-5800			Holiday Inn-Nelson,Marcotte,Milford			776.19	0.00
	51-41-5310			UPS			12.55	0.00
	51-41-5320			UPS			18.58	0.00
	10-17-6800			Plum Creek Resturant			54.72	0.00
	10-13-5800			Wendys- PD			25.49	0.00
							937.53	0.00
44592	12/23/2010	12/23/2010	68.49	6864	11/29/2010	5576		Posted
	10-13-6110			Osborne Office & electronic- phone adptr			15.00	0.00
	10-13-2400			Econo Lodge- KLETC Fraley in Hutch			53.49	0.00
							68.49	0.00
44599	12/23/2010	12/23/2010	344.66	5981	11/29/2010	5552		Posted
	10-11-5800			Marriott- Wichita, Glenn KMU Conf			99.70	0.00
	53-43-6000			Plum Creek- Dept HeadLunch			95.96	0.00
	10-11-2400			Conference Edge- ICMA Social Media clas			149.00	0.00
							344.66	0.00
124 CARRICO IMPLEMENT								
44464	12/23/2010	12/23/2010	39.54			4625		Posted
	25-00-4310			IA51938 hose & nut			37.25	0.00
	25-00-4310			IA52632 oring			2.29	0.00
							39.54	0.00
44472	12/23/2010	12/23/2010	1.89	IA50918	11/02/2010	5429		Posted
	52-43-4310			IA50918 PTO oring			1.89	0.00
44575	12/23/2010	12/23/2010	103.27	IA53401	12/13/2010	5554		Posted
	10-18-4330			mower filters			103.27	0.00

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			<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
124	CARRICO IMPLEMENT (continued)									
44624		12/23/2010	12/23/2010		77.74		12/15/2010	5446		Posted
			52-43-4310			IA52782 turfgard			27.41	0.00
			52-43-4310			IA52760 hyd hose			38.42	0.00
			52-43-4310			IA52687 fitting w/snap rings			11.91	0.00
									<u>77.74</u>	<u>0.00</u>
126	CATLIN'S FRIENDLY APPLE MARKET									
44471		12/23/2010	12/23/2010		48.22		12/01/2010	5430		Posted
			53-43-6000			#6953 advil/aleeve			34.78	0.00
			53-43-6000			#0796 dog snacks			13.44	0.00
									<u>48.22</u>	<u>0.00</u>
44476		12/23/2010	12/23/2010		8.70	3839	11/04/2010	5066		Posted
			51-41-6000			Supplies for KS water Autho Meeting			8.70	0.00
44484		12/23/2010	12/23/2010		28.34	9638	11/16/2010	5360		Posted
			10-11-6000			Supplies for Efficiency Meeting			28.34	0.00
44493		12/23/2010	12/23/2010		13.64		11/24/2010	5256		Posted
			10-13-6000			#9949 ice			7.68	0.00
			10-13-6000			#4579 candy			5.96	0.00
									<u>13.64</u>	<u>0.00</u>
44535		12/23/2010	12/23/2010		103.70	2425	12/06/2010	5130		Posted
			53-41-6000			Puffs, coffee & paper towels			103.70	0.00
44544		12/23/2010	12/23/2010		5.96	0671	11/30/2010	5261		Posted
			10-13-3842			supplies			5.96	0.00
44625		12/23/2010	12/23/2010		30.12	3995	12/10/2010	5447		Posted
			53-43-6000			supplies			30.12	0.00
512	CHAUTAUQUA ISLE OF LIGHTS									
44563		12/23/2010	12/23/2010		35.00	471	12/05/2010	5541		Posted
			10-11-5400			Advertising			35.00	0.00
158	COMPUTER SOLUTIONS INC									
44614		12/23/2010	12/23/2010		127.50	130011	10/14/2010	5283		Posted
			10-13-7460			Symatnec renewal			127.50	0.00
44626		12/23/2010	12/23/2010		15.00	131439	12/15/2010	5448		Posted
			52-43-6000			surgearrest outlet			15.00	0.00
868	CONSOLIDATED ENERGY PRODUCTS									
44546		12/23/2010	12/23/2010		20,849.43	92942	11/29/2010			Posted
			53-41-6260			8608 gals unleaded fuel			20,849.43	0.00
2152	CONSTELLATION NEW ENERGY GAS DIVISION									
44555		12/23/2010	12/23/2010		4,040.45	2496301	12/10/2010	4734		Posted
			10-18-6210			Gas service at N Campus			4,040.45	0.00
431	CONTINENTAL ANALYTICAL SERVICE									
44503		12/23/2010	12/23/2010		338.00	131635	12/09/2010	5077		Posted
			52-41-3000			Monthly influent/effluent testing			338.00	0.00
193	DOLLAR GENERAL STORE-MSC-410526									
44513		12/23/2010	12/23/2010		52.00		11/24/2010	4723		Posted
			10-18-6000			14879455 duct tape, cleaner			22.50	0.00
			10-18-6000			1505258 swifter, towels			24.50	0.00
			10-11-6000			1505258 batteries			5.00	0.00
									<u>52.00</u>	<u>0.00</u>
44515		12/23/2010	12/23/2010		16.00	1505260	11/24/2010	5260		Posted
			10-13-6000			supplies for training			16.00	0.00
44556		12/23/2010	12/23/2010		30.85	1505276	12/07/2010	4737		Posted
			10-17-6800			Material for Babysitting class			30.85	0.00
2053	EMG									
44562		12/23/2010	12/23/2010		1,952.50	2309	12/06/2010	5542		Posted
			53-41-3000			Consulting agreement, addtl hrs & travel			1,952.50	0.00
556	FARMERS AND MERCHANTS BANK									
44550		12/23/2010	12/23/2010		26,024.06	WAPA-BL-10-12	12/08/2010	5139		Posted
			53-41-6220			Power supply billing for Dec 2010			26,024.06	0.00
222	FARMWAY COOP									
44595		12/23/2010	12/23/2010		(14.89)	67848	11/30/2010	5584		Posted
			25-00-6260			Diesel Excise Tax Credit			0.00	14.89

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222	FARMWAY COOP (continued)									
44596		12/23/2010	12/23/2010		101.97		10/20/2010	5586		Posted
			10-14-6260			Diesel fuel for fire truck #5776			49.90	0.00
			10-14-6260			Diesel fuel for fire truck #4028			52.07	0.00
									<u>101.97</u>	<u>0.00</u>
427	FOLEY EQUIPMENT INC									
44604		12/23/2010	12/23/2010		253.60	PCSL0874656	12/14/2010	4632		Posted
			25-00-4310			MUFFLER & CLAMP			253.60	0.00
236	FOUTS INSURANCE AGENCY INC.									
44567		12/23/2010	12/23/2010		50.00	11866	12/08/2010	5545		Posted
			10-12-5250			Notary Bond for B Heiman			50.00	0.00
1281	GEOCORP INDUSTRIAL CONTROLS									
44636		12/23/2010	12/23/2010		180.35	110715	10/28/2010	4991		Posted
			51-41-6000			Honeywell Circular Charts			180.35	0.00
321	IKON FINANCIAL SERVICES									
44520		12/23/2010	12/23/2010		1,158.00		11/30/2010	5531		Posted
			10-11-3000			rental on copier			1,158.00	0.00
1922	JNT COMPANY LLC									
44594		12/23/2010	12/23/2010		250.00	215	12/15/2010	5585		Posted
			10-11-3000			Website hosting fee			250.00	0.00
620	CHRIS JONES									
44602		12/23/2010	12/23/2010		99.83		12/16/2010	5589		Posted
			10-11-6000			reimbursement for coffee supplies			99.83	0.00
353	KANSAS DEPT OF REVENUE-USE TAX									
44490		12/23/2010	12/23/2009		1,086.56		12/10/2010	5404		Posted
			53-00-2070			November 2010 Use Tax			1,086.56	0.00
352	KANSAS DEPT OF REVENUE-SALES TAX									
44523		12/23/2010	12/23/2010		12,986.22		12/07/2010	5312		Posted
			53-00-2070			November 2010 sales tax			9,739.66	0.00
			51-00-2070			November 2010 sales tax			3,246.56	0.00
									<u>12,986.22</u>	<u>0.00</u>
251	KANSAS GAS SERVICE									
44521		12/23/2010	12/23/2010		46.07		12/01/2010	5530		Posted
			51-41-6210			215B S Chestnet			46.07	0.00
44522		12/23/2010	12/23/2010		184.80		12/01/2010	5529		Posted
			10-14-6210			601 N Mill, Fire dept			184.80	0.00
44552		12/23/2010	12/23/2010		235.20		12/01/2010	0003		Posted
			53-41-6210			215 S Chestnut, power plant			235.20	0.00
44566		12/23/2010	12/23/2010		1,974.10	103571211002701	12/01/2010	5528		Posted
			10-11-6210			Admin			552.86	0.00
			10-22-6210			Airport			44.16	0.00
			10-18-6210			City of Beloit			46.88	0.00
			10-18-6210			Parks & Rec			183.31	0.00
			53-41-6210			Power plant			69.60	0.00
			10-15-6210			Street & Alley			192.27	0.00
			10-16-6210			Street & Alley			192.27	0.00
			53-43-6210			Systems			333.27	0.00
			51-43-6210			Systems			233.29	0.00
			52-43-6210			Systems			99.98	0.00
			51-41-6210			Water dept			26.21	0.00
									<u>1,974.10</u>	<u>0.00</u>
44568		12/23/2010	12/23/2010		1,255.91	1219848 91	12/01/2010	5549		Posted
			10-18-6210			North Campus Gas Bill			1,255.91	0.00
152	KANSAS STATE FIREFIGHTERS ASSOCIATION									
44590		12/23/2010	12/23/2010		50.00		12/01/2010	5580		Posted
			10-14-5410			2011 Membership Dues			50.00	0.00
375	KANSAS STATE TREASURER									
44573		12/23/2010	12/23/2010		476.50		12/08/2010	5274		Posted
			10-12-3000			Reinstatement fee, case #200800120			76.50	0.00
			10-12-3000			Law enforce training center fund fee's (20)			400.00	0.00
									<u>476.50</u>	<u>0.00</u>

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2042	KMEA-EMP2 OPERATING ACCOUNT (continued)									
44551		12/23/2010	12/23/2010	129,292.16	EMP2-BE-2010-11	12/10/2010	5141			Posted
			53-41-6220			Energy Mgm Project #2 billing, Dec 2010			129,292.16	0.00
389	KOHLER'S GARAGE									
44465		12/23/2010	12/23/2010	186.36		12/01/2010	4617			Posted
			10-15-4310			#81275 wheel seal			96.76	0.00
			10-15-4310			#81277 brake shoes			89.60	0.00
									186.36	0.00
44501		12/23/2010	12/23/2010	6.20	81273	11/25/2010	5047			Posted
			53-43-4310			connectors			6.20	0.00
394	KRIERS' AUTO PARTS									
44466		12/23/2010	12/23/2010	29.52		12/01/2010	4620			Posted
			10-15-4310			64683 wiper blades & flasher			24.44	0.00
			10-15-4310			64779 brake hose lock			1.66	0.00
			10-15-4310			65316 oil seal			3.42	0.00
									29.52	0.00
44470		12/23/2010	12/23/2010	11.44	64681	11/16/2010	5431			Posted
			53-43-4310			fittings & couplings			11.44	0.00
44500		12/23/2010	12/23/2010	47.45	64155	11/09/2010	5048			Posted
			53-43-6000			cutoff wheels			47.45	0.00
44507		12/23/2010	12/23/2010	672.34		11/23/2010	5123			Posted
			53-41-4360			63990 pressure gauge			537.45	0.00
			53-41-4360			64350 belts			134.89	0.00
									672.34	0.00
44542		12/23/2010	12/23/2010	36.81	65688	11/30/2010	5126			Posted
			53-41-6000			spider bushings			36.81	0.00
44589		12/23/2010	12/23/2010	4.86	65755	11/30/2010	5578			Posted
			10-14-4310			metal retainer			4.86	0.00
44612		12/23/2010	12/23/2010	75.99	66986	12/16/2010	5276			Posted
			10-13-7440			lock tool			75.99	0.00
44627		12/23/2010	12/23/2010	54.36		12/15/2010	5449			Posted
			52-43-4310			66257 door handle			19.38	0.00
			52-43-4310			66667 fittings & hyd hose			34.98	0.00
									54.36	0.00
805	KRONE'S SERVICE CENTER									
44628		12/23/2010	12/23/2010	30.00	64056514	12/15/2010	5450			Posted
			51-43-6000			6 pair of gloves			30.00	0.00
2264	KVSV									
44597		12/23/2010	12/23/2010	210.00	51-00002	11/30/2010	5587			Posted
			10-11-5400			On-air ad for city clerk position			210.00	0.00
1037	LATTIN AVIATION-TRAVIS LATTIN									
44525		12/23/2010	12/23/2010	1,000.00		11/30/2010	5536			Posted
			10-22-3000			November 2010 Contract			1,000.00	0.00
44526		12/23/2010	12/23/2010	1,000.00		12/01/2010	5537			Posted
			10-22-3000			December 2010 Contract			1,000.00	0.00
188	LAWSON PRODUCTS INC									
44605		12/23/2010	12/23/2010	93.59	9869448	12/16/2010	4631			Posted
			25-00-6000			HARDWARE			93.59	0.00
44629		12/23/2010	12/23/2010	204.01	9869446	12/08/2010	5451			Posted
			53-43-6000			drill bits, screws, saw blades			204.01	0.00
405	LEAGUE OF KS MUNICIPALITIES									
44565		12/23/2010	12/23/2010	77.00	10-2816	12/07/2010	5539			Posted
			10-11-2400			Regional supper in Concordia			77.00	0.00
2186	DENNIS LUTGEN									
44533		12/23/2010	12/23/2010	616.66		12/06/2010	5300			Posted
			53-41-6500			Over read on electrical bill			616.66	0.00
424	MCHENRY ELECTRIC & SUPPLY									
44467		12/23/2010	12/23/2010	28.35	2123	11/01/2010	4626			Posted
			25-00-4310			spool assy & trim line			28.35	0.00
44497		12/23/2010	12/23/2010	38.93	2054	10/25/2010	4600			Posted
			25-00-4330			throttle assy			38.93	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>	
424 MCHENRY ELECTRIC & SUPPLY (continued)									
44630	12/23/2010	12/23/2010	127.24		12/15/2010	5452			Posted
	53-43-6000			2381 bar oil			64.92		0.00
	53-43-6000			2323 chain			17.11		0.00
	53-43-6000			2422 sharpen chains			45.21		0.00
							<u>127.24</u>		<u>0.00</u>
1160 MID STATES ENERGY WORKS INC									
44543	12/23/2010	12/23/2010	3,834.00	3076	11/16/2010	4893			Posted
	53-41-4360			relays for generator breaker on engine #1			3,834.00		0.00
462 MITCHELL COUNTY CLERK									
44529	12/23/2010	12/23/2010	172.16		12/01/2010	5525			Posted
	10-13-6210			City portion of gas bill			172.16		0.00
470 MITCHELL COUNTY SOLID WASTE									
44553	12/23/2010	12/23/2010	20.40	15054	11/24/2010	4739			Posted
	10-18-7000			Lumber & sheetrock disposal			20.40		0.00
44631	12/23/2010	12/23/2010	409.20		12/15/2010	5453			Posted
	53-43-8300			15134 dump poles			85.80		0.00
	53-43-8300			15138 dump poles			75.90		0.00
	53-43-8300			15140 dump poles			60.90		0.00
	53-43-8300			15132 dump poles			66.30		0.00
	53-43-8300			15135 dump poles			57.90		0.00
	53-43-8300			15139 dump poles			62.40		0.00
							<u>409.20</u>		<u>0.00</u>
475 MUNICIPAL EMERGENCY SERVICES									
44587	12/23/2010	12/23/2010	1,204.02	00202649	11/23/2010	5581			Posted
	10-14-2911			Coat & Pant for Brad Pruitt			1,204.02		0.00
1028 NCK COMMUNITY NETWORK									
44637	12/23/2010	12/23/2010	50.00	51847	12/13/2010	5079			Posted
	52-41-3000			Wireless internet upgrade			50.00		0.00
827 NETWORKS PLUS									
44591	12/23/2010	12/23/2010	265.00	85108	12/15/2010	5577			Posted
	10-11-3360			Jan 2011 service contract			265.00		0.00
44603	12/23/2010	12/23/2010	120.00	84252	10/31/2010	5590			Posted
	10-13-6110			3 data cartridge backup tapes			120.00		0.00
44611	12/23/2010	12/23/2010	265.00	85109	12/15/2010	5277			Posted
	10-13-3360			Service contract for Jan 2011			265.00		0.00
1391 NRG ENGINE SERVICES									
44537	12/23/2010	12/23/2010	10,221.38	IN101853	11/04/2010	4907			Posted
	53-41-4360			Fuel block parts for #6 engine			10,221.38		0.00
517 PDQ EMERGENCY PRODUCTS									
44615	12/23/2010	12/23/2010	1,935.52		12/17/2010	5251			Posted
	10-13-2911			14254 uniforms			163.40		0.00
	10-13-2911			14288 uniforms			92.98		0.00
	10-13-2911			14323 uniforms			92.98		0.00
	10-13-2911			14012 uniforms			1,315.52		0.00
	10-13-2911			13961 badges			270.64		0.00
							<u>1,935.52</u>		<u>0.00</u>
527 PIERCE ELECTRONICS									
44585	12/23/2010	12/23/2010	122.90	25037	11/22/2010	5583	12/15/2010		Posted
	10-14-4340			Sent MotMinV to facotry for repair			122.90		0.00
44586	12/23/2010	12/23/2010	60.00	24955	09/13/2010	5582			Posted
	10-14-4340			Checked MotMin II & IV, repaired			60.00		0.00
1263 PRAIRE FIRE COFFEE ROASTERS									
44606	12/23/2010	12/23/2010	34.90	256456	12/16/2010	4633			Posted
	10-15-6000			Coffee			34.90		0.00
44632	12/23/2010	12/23/2010	73.22	256449	12/09/2010	5454			Posted
	53-43-6000			coffee			73.22		0.00
2124 PRESTO-X									

Accounts Payable Detail Listing

City of Beloit

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>	
	<u>Account#</u>	<u>Work Order</u>				<u>Description</u>			<u>Debit</u>	<u>Credit</u>	
2124	PRESTO-X (continued)										
44558	12/23/2010	12/23/2010		129.60		12/15/2010	4735			Posted	
	10-18-3000					#7793573 Oct contract			64.80	0.00	
	10-18-3000					#7834360 Nov contract			64.80	0.00	
									<u>129.60</u>	<u>0.00</u>	
2263	TAMI PRUITT										
44593	12/23/2010	12/23/2010		56.00		12/10/2010	5550			Posted	
	51-41-6000					cookies for conferences			28.00	0.00	
	10-11-6000					cookies for conferences			28.00	0.00	
									<u>56.00</u>	<u>0.00</u>	
192	PURCHASE POWER										
44564	12/23/2010	12/23/2010		964.99	25374687	11/23/2010	5540			Posted	
	10-11-5320					Postage for machine			964.99	0.00	
2262	ROY F JOHNSON CO.										
44577	12/23/2010	12/23/2010		1,603.98	10-437	12/08/2010	4731			Posted	
	10-18-4300					Pump assy for N Campus daycare			1,603.98	0.00	
586	S & S DRUG STORE										
44532	12/23/2010	12/23/2010		15.01	1075397	12/02/2010	5131			Posted	
	53-41-6000					latex gloves			15.01	0.00	
577	SALINA AREA TECHNICAL SCHOOL										
44547	12/23/2010	12/23/2010		120.00	2583	12/08/2010	5078			Posted	
	51-41-2400					water math class for Jon Evans			120.00	0.00	
582	SALINA SUPPLY COMPANY										
44548	12/23/2010	12/23/2010		52.79	1058817	12/07/2010	5135			Posted	
	53-41-4360					PVC coupling & ball valve			52.79	0.00	
1592	JENIFER SCHECK										
44557	12/23/2010	12/23/2010		77.80		12/06/2010	4736			Posted	
	10-17-6800					Reimbursment for Zumba bands			77.80	0.00	
2018	GRANT SNEATH										
44530	12/23/2010	12/23/2010		2,970.00		12/07/2010	5132			Posted	
	53-41-2400					Reimbursement for college courses			2,970.00	0.00	
626	SOLOMON VALLEY HOME CENTER										
44468	12/23/2010	12/23/2010		148.22		12/01/2010	4614			Posted	
	25-00-6000					10242277 steel wool			2.79	0.00	
	25-00-6000					10242390 2x6 stud			14.30	0.00	
	25-00-6000					10243419 drywall screws			11.50	0.00	
	25-00-6000					10243445 2x4 studs			19.12	0.00	
	25-00-6000					10244032 masking tape			9.12	0.00	
	25-00-6000					10244248 poly brushes			82.56	0.00	
	25-00-6000					10244273 4x8 plywood			8.83	0.00	
									<u>148.22</u>	<u>0.00</u>	
44499	12/23/2010	12/23/2010		72.75		11/19/2010	5417			Posted	
	30-00-8200					#10243466 nylon rope			7.99	0.00	
	30-00-8200					#10242864 elbows			22.37	0.00	
	30-00-8200					#10242989 elbows			7.29	0.00	
	30-00-8200					#10242539 rebar, concrete block			35.10	0.00	
									<u>72.75</u>	<u>0.00</u>	
44505	12/23/2010	12/23/2010		154.90		11/23/2010	5121			Posted	
	53-41-4300					#10242992 hardware/plywood			263.56	0.00	
	53-41-4300					#10243647 waferboard/plywood credit			0.00	108.66	
									<u>263.56</u>	<u>108.66</u>	
44506	12/23/2010	12/23/2010		197.20		11/23/2010	5122			Posted	
	53-41-4360					#10243625 washers, 2x4 studs			31.25	0.00	
	53-41-4360					#10242561 wet dry vac			29.99	0.00	
	53-41-4360					#10243930 floor enamel			135.96	0.00	
									<u>197.20</u>	<u>0.00</u>	
44510	12/23/2010	12/23/2010		187.82		11/24/2010	4727			Posted	
	10-18-4300					10240139 door for sports complex			125.00	0.00	
	10-18-6000					10242983 antifreeze			41.88	0.00	
	10-18-6000					10242367 antifreeze			20.94	0.00	
									<u>187.82</u>	<u>0.00</u>	

Accounts Payable Detail Listing

City of Beloit

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
		<u>Account#</u>	<u>Work Order</u>			<u>Description</u>			<u>Debit</u>	<u>Credit</u>
2067	VERIZON WIRELESS (continued)									
44375		10-11-5310		12/23/2010	129.73	2488618272	11/16/2010	5379		Posted
		10-18-5310				Admin/Parks & Rec Wireless			100.32	0.00
						Admin/Parks & Rec Wireless			29.41	0.00
									129.73	0.00
44569		10-18-5310		12/23/2010	44.71	2496259708	12/03/2010	5548		Posted
						N. Campus Wireless			44.71	0.00
721	WATER PRODUCTS OF OKLAHOMA									
44635		51-43-8100		12/23/2010	113.98	0838843-IN	12/16/2010	5457		Posted
						0838843 FC clamp			113.98	0.00
2203	WHEAT FIELDS FLORAL									
44578		10-11-6000		12/23/2010	43.50	83	12/10/2010	5543		Posted
						Flowers for K Benson			43.50	0.00
1035	BRUCE WILSON									
44531		10-11-3000		12/23/2010	60.00		12/08/2010	0001		Posted
						Bank reconciliation for Oct 2010			60.00	0.00
					291,317.85	182 Non-voided payables listed.				

Report Setup
 AP - Accounts Payable Listing : Vendor Name
 Filter Options
 Starting: 12/23/2010
 Ending: 12/23/2010
 Banks: All
 Payable Status: Posted, Printed, ACH, Recorded, Voided
 All Vendors Selected

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
December 21, 2010	THERMOSTAT BID
ORIGINATING DEPARTMENT:	TYPE OF ACTION:
Parks and Recreation	<input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION
	<input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the Council approve the bid for a thermostat bid from Watts and Son.

FISCAL NOTE:

- The cost of this item is \$23,500.00
- Funding for this type of item was included in the 2011 budget in an amount of \$410,833 line item 24-00 (Equipment Reserve Fund).

BIDS RECEIVED:

<u>COMPANY</u>	<u>PRICE</u>
Watts and Son	\$23,500.00
Johnson Plumbing	No bid
Francis Heating & Electric	No bid
Willow Springs Services	No bid

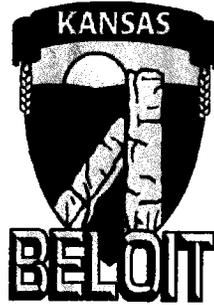
DISCUSSION:

This bid work will allow the thermostat control of the temperature in the rooms in the Education Building on the North Campus. Currently, there are rooms in this building that cannot be adjusted by regulating the valves in the air handling units because the valves are in poor condition. This project will also allow for the installation of an updated AC unit in the future if it is needed. The work will begin when the boiler is shut down for the season in spring 2011.

Respectfully submitted,

Glenn Rodden
City Administrator

Lynn Miller
Director of Parks & Recreation
119 North Hersey Avenue
P O Box 567
Beloit, Kansas 67420



Tel No (785) 738-2270
Fax No (785) 738-2517
Email millerparks@nckcn.com

Bid Form

Bidder shall complete bid form, indicate with a check mark items being bid exactly as specified or a description to indicate any deviation from the specifications.

Minimum Specifications:

Remove old pneumatic valves, lines, and thermostats	<u>✓</u>
Purchase and install the following:	
(33) 1/2" 3-way valves with electric actuators	<u>✓</u>
(2) 1" 3-way valves with electric actuators	<u>✓</u>
(21) heat/cool thermostats and wire	<u>✓</u>
(35) transformers and wire	<u>✓</u>
(70) 3/4" ball valves	<u>✓</u>
(70) 3/4" to 1/2" reducers	<u>✓</u>
(2) 2" locking ball valves	<u>✓</u>
Insulate valves and lines following installation	<u>✓</u>

I propose to provide the City of Beloit, Kansas the work/equipment at the above specifications for a total purchase price of \$ \$23,500.00 this is FOB, Beloit, Kansas.

plus sales tax if applicable?
I understand that this bid is to be guaranteed for no less than thirty (30) days from the date of bid opening.

Bidder (name of company):

Watts & Son Plb

Authorized signature:

Jim Watt

Telephone number:

738-5529

Date:

12-10-2010

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:		
December 21, 2010	SFS Agreement		
ORIGINATING DEPARTMENT:	TYPE OF ACTION:	<input type="checkbox"/> ORDINANCE	<input type="checkbox"/> RESOLUTION
Administration		<input checked="" type="checkbox"/> FORMAL ACTION	<input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the City Council approve the attached agreement with SFS Architects.

FISCAL NOTE:

The cost of this item is \$25,000.00

- Funding for this type of item was included in the 2011 budget in an amount of \$32,617 line item 23-00 (Special Parks and Recreation Fund).

DISCUSSION:

This contract includes services for two stages. The first stage covers services for designing and promoting a new pool. The second stage covers services for constructing a new pool contingent on a successful bond issue election. SFS has agreed to rebate 50 percent of its stage one fees if the project is approved by the voters of Beloit. The fee for stage two will be 8 ½ percent of the total project costs.

Respectfully submitted,

Glenn Rodden
City Administrator

TRANSMITTAL

sfs architecture
1150 Grand Boulevard, Suite 400
Kansas City, Missouri 64106
816-474-1397
Fax: 816-421-8024
www.sfsarch.com



sfsarchitecture

TO: Glenn Rodden, City Administrator
Beloit Municipal Building
119 N. Hersey Avenue
Beloit, Kansas 67420

Phone: 785-738-3551

FROM: Kerry K. Newman, AIA LEED^{AP}

DATE: December 16, 2010

PROJECT: Beloit Pool
SFS Project Number 10797

VIA: e-mail / hard copies via mail

2 copies Signed AIA B101 – Owner – Architect Agreement

Glenn,
If this is acceptable please execute both copies and return one original to SFS. If you have questions do not hesitate to call.

Thank you,
Kerry

AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of December in the year Two Thousand Ten
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Beloit, Kansas
Beloit Municipal Building
119 N. Hersey Avenue
Beloit, Kansas 67420

and the Architect:
(Name, legal status, address and other information)

SFS Architecture, Inc.
1150 Grand Boulevard, Suite 400
Kansas City, Missouri 64106

for the following Project:
(Name, location and detailed description)

Beloit Aquatic Center

Construction of an outdoor aquatic center and associated site improvements. The feasibility, size and program for all elements is to be determined during Stage One services described herein.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(1668305240)

TABLE OF ARTICLES

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2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Construction of an outdoor aquatic center and associated site improvements. The feasibility, size, and program for all elements to be determined during Stage One services. It is anticipated that two sites will be evaluated. Consultants to be utilized include ADC. Other consultants to be determined.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

September – October 2011

.2 Substantial Completion date:

May – June 2012

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

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User Notes:

(1668305240)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1	General Liability	
	Commercial General Liability	\$1,000,000 each occurrence
.2	Automobile Liability	
	Automobile Liability	\$1,000,000 combined single limit
.3	Workers' Compensation	
	Workers' Compensation	Statutory
.4	Professional Liability	
	Professional Liability	\$2,000,000 per claim and aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by

Init.

the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents

including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Architect and the Architect's Consultants shall not be responsible for any deviations from the Contract Documents not brought in writing to the attention of the Architect and the Architect's Consultant's.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

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§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. *(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (Stage 1 Basic Service)	Architect	12.1
§ 4.1.2 Concept designs (Stage 1 Basic Service)	Architect	12.1

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§ 4.1.3	Measured drawings	Not Provided	
§ 4.1.4	Existing Facility Evaluation (Stage 1 Basic Service)	Architect	12.1

(Row deleted)

§ 4.1.5	Site Planning (Stage 1 Basic Service)	Architect	12.1
§ 4.1.6	Building information modeling	Not Provided	
§ 4.1.7	Civil engineering (Stage 2 Basic Service)	Architect	12.3
§ 4.1.8	Landscape design (Stage 2 Basic Service)	Architect	12.3
§ 4.1.9	Architectural Interior Design (B252™-2007)	Not Provided	
§ 4.1.10	Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11	Detailed Cost Estimating	Not Provided	
§ 4.1.12	On-site project representation	Not Provided	
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-Designed Record drawings	Not Provided	
§ 4.1.15	As-Constructed Record drawings	Not Provided	
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Not Provided	
§ 4.1.20	Telecommunications/data design	Not Provided	
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22	Commissioning (B211™-2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™-2007)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

See 12.1 and 12.3

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- 1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- 2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- 3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- 4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

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- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing not identified in Stage One services;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Seventeen (17) visits to the site by the Architect over the duration of the Project during construction

(Paragraphs deleted)

§ 4.3.4 If the services covered by this Agreement have not been completed within twenty one (21) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

(Paragraph deleted)

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not

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warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6

(Paragraphs deleted)

No fixed limit of Construction Cost shall be established as a condition of this Agreement by furnishing, proposal, Or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Construction Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increase in the amount of any increase in the Contract Sum occurring after execution of the Contract for Construction.

§ 6.7 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.8 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 The Owner and Architect agree that disputes relative to the Project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the Owner and Architect further agree to non-binding mediation as the next alternative for dispute resolution. If non-binding mediation fails to resolve the dispute, the party initiating the claim that is the basis of the dispute shall be free to take such steps as it deems necessary to protect its interest; provided, however, that notwithstanding any such dispute, the Architect shall proceed with its services under this Agreement as though no dispute exists.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of

services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.7 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

(Paragraph deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific

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User Notes:

(1668305240)

information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ 10.9 The invalidity, illegality or unenforceability of any provision of this agreement or the occurrence of any event rendering any portion of this agreement void shall in no way affect the validity or enforceability of any portion or provision of this Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Stage One – A stipulated sum of Twenty Five Thousand Dollars (\$25,000.00) for programming, concept design and assistance with public information campaign.

Stage Two – Eight point five percent (8.5%) of the Construction Cost.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Services not provided by Architect.

At an amount mutually agreeable to Owner and Architect.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

At an amount mutually agreeable to Owner and Architect.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Ten	percent (10	%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Forty	percent (40	%)
Bidding or Negotiation Phase	Five	percent (5	%)
Construction Phase	Twenty five	percent (25	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the

Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate
----------------------	------

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

1. Transportation and authorized out-of-town travel and subsistence;
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
3. Fees paid for securing approval of authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, standard form documents;
5. Postage, handling and delivery;
6. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
7. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
8. Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
9. All taxes levied on professional services and on reimbursable expenses;
10. Site office expenses; and
11. Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. *(Insert rate of monthly or annual interest agreed upon.)*

eight percent (8%) per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

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§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 11.11 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 Stage One – Programming / Conceptual Design Phase Services as described in the following subparagraphs are included in the Architects Basic Services.

§ 12.1.1 Collect and review information related to the project.

§ 12.1.2 Meet with the Owner's Representative to establish general program requirements for the project.

§ 12.1.3 Prepare conceptual options based on general program requirements established by Owner's Representatives and through public input.

§ 12.1.4 Forecast potential operation expenses and income of concept options. Prepare order –of-magnitude project costs.

§ 12.1.5 Assist City in determining potential funding sources.

§ 12.1.6 Meet with special interest groups to receive input on conceptual options.

§ 12.1.7 Meet with Owner's Representative to reach consensus on referred concept option and funding source.

§ 12.1.8 Prepare presentation materials for public information campaign, including written and graphic materials for newspaper promotion.

§ 12.1.9 Prepare estimate for construction cost.

§ 12.1.10 Attend and participate in approximately three public information presentation.

§ 12.2 Upon the City securing project funding, the Architect agrees to credit 50% of the Stage One compensation toward the total Stage Two compensation.

§ 12.3 Services of Consultants of Civil Engineering and landscape Architecture are included in the Architect's Basic Services. Compensation for Civil Engineering and Landscape Architecture services is an addition to Basic Compensation listed in paragraph 11.2 and shall be reimbursed at one. One (1.1) times the amount billed the Architect.

§ 12.4 Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect

(Paragraph deleted)

- .2 Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER: City of Beloit

(Signature)

(Printed name and title)

ARCHITECT SFB Architecture, Inc.

(Signature)

FERRY NEWMAN, AIA, PRINCIPAL
(Printed name and title)

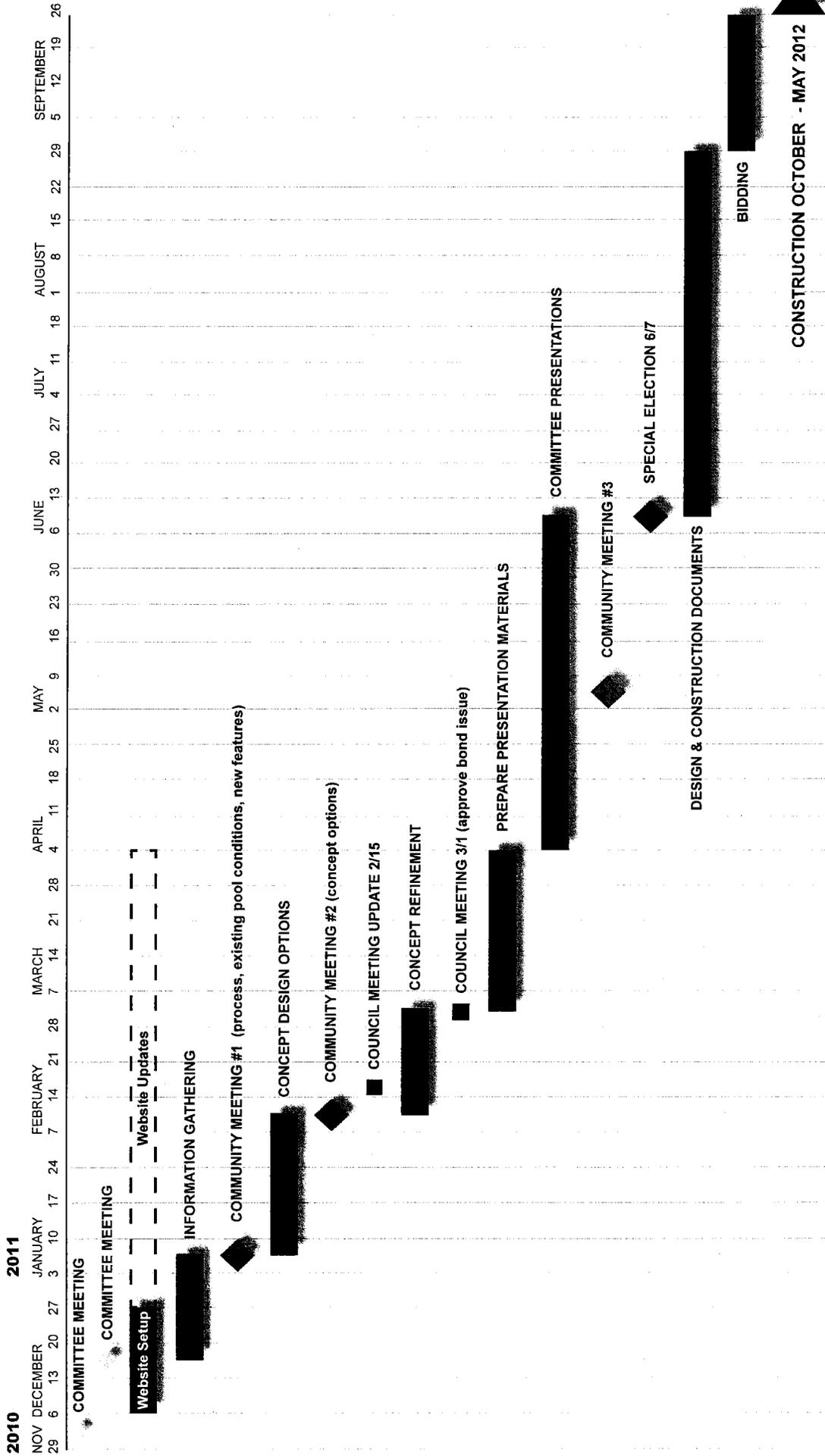
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Beloit, Kansas Aquatics



REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
December 21, 2010	CITY ATTORNEY APPOINTMENT
ORIGINATING DEPARTMENT:	TYPE OF ACTION: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION
Administration	<input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the Council endorse the Mayor's appointment of Brennon Odle as city attorney.

FISCAL NOTE:

- The direct cost of this item is \$1,500.00 per month plus an hourly fee.
- Funding for this type of item was included in the 2011 budget in an amount of \$223,000 line item 10-11-1100 (General Fund-Administration-Salaries). Funding for other attorney fees would come out of 10-11-3000 (General Fund-Administration-Professional Services).

DISCUSSION:

Mr. Odle is the only candidate for this position who has directly approached the mayor. A copy of the 2003 agreement with the current city attorney is enclosed along with a copy of the original 1991 agreement with the current city attorney.

Respectfully submitted,

Glenn Rodden
City Administrator

ORDINANCE NO. 1695

AN ORDINANCE CONCERNING THE FIXING OF SALARY AND COMPENSATION FOR THE CITY ATTORNEY IN THE CITY OF BELOIT, KANSAS.

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

SECTION 1: Effective the 2nd day of April, 1991, the salary of the City Attorney shall be \$1,000.00 per month, and shall continue to be paid on a monthly basis.

SECTION 2: The monthly compensation provided for the City Attorney will compensate the City Attorney for the following duties:

- (a) Attend meetings of the City Council;
- (b) Advise the City Council and all officers of the City upon such legal questions affecting the City and its offices as may be submitted to him/her;
- (c) When requested by the City Council, give opinions in writing upon any such questions;
- (d) Draft such ordinances, contracts, leases, easements, conveyances and other instruments in writing as may be submitted to him/her in the regular transaction of affairs of the City;
- (e) Approve all ordinances of the City as to form and legality;
- (f) Attend Planning Commission meetings;
- (g) Perform those duties as prescribed by the Kansas Statutes, (Code 1983).

SECTION 3: In addition, the City Attorney will be paid at his normal hourly rate of \$75.00 per hour for work done on behalf of the City:

- (a) In prosecuting cases which are appealed from the Municipal Court to District Court, or appealed from the District Court of Appeals or Supreme Court of the State of Kansas;
- (b) Work performed by the City Attorney in the District Court or Federal Courts on behalf of the City prosecuting claims or defending claims involving the City's interest;
- (c) Appearances on behalf of the City before any administrative boards, i.e. The Kansas Board of Tax Appeals;
- (d) performing services for the City in obtaining funding for major projects including the obtaining of bonds;
- (e) Performing services for the City on special or extra ordinary legal matters not covered under Section 2, if such services are less than \$2,000.00; they must be approved by the City Administrator and/or the Mayor and if more than \$2,000.00, they must be approved by the City Council.

SECTION 4: City Attorney will be reimbursed for his expenses including attendance at continuing legal education seminars. The City Attorney will supply to the City Clerk on a regular basis his expenses incurred in representing the City which will include photocopies, long distance phone calls and any other expenses directly related to representation of the City.

SECTION 5: This ordinance shall be in full force and effect after its passage and one publication in the official city newspaper.

Passed and adopted this 16th day of April, 1991.


Edward L. Specht, Mayor

ATTEST:


Charlene Abell, City Clerk

ORDINANCE NO. 1685

AN ORDINANCE CONCERNING THE FIXING OF SALARY AND COMPENSATION FOR THE CITY ATTORNEY IN THE CITY OF BELOIT, KANSAS.

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

SECTION 1: Ordinance No. 1570 provides for the fixing of salaries and compensations of various city employees by Resolutions as passed by the Governing Body of the City of Beloit, Kansas, from time to time.

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

SECTION 1: Effective the 1st day of January, 1991, the salary of the City Attorney shall be increased five (5) per cent, from \$910.00 per month to \$955.50 per month, and shall continue to be paid on a monthly basis.

SECTION 2: In addition, the City Attorney will be paid at the hourly rate of \$75.00 per hour for work done on behalf of the City:

(a) In prosecuting cases which are appealed from the Municipal Court to the District Court, or appealed from the District Court to the Court of Appeals or Supreme Court of the State of Kansas;

(b) Work performed by the City Attorney in the District Court or Federal Courts on behalf of the City in prosecuting claims or defending claims involving the City's interest;

(c) Appearances on behalf of the City before any administrative boards, i.e. the Kansas Board of Tax Appeals;

(d) Performing services for the City in obtaining funding for major projects including the obtaining of bonds;

SECTION 3: City Attorney will be reimbursed for his expenses including attendance at continuing legal education seminars. The total annual cost of the seminars is not to exceed \$300.00. The City Attorney will supply to the City Clerk on a regular basis his expenses incurred in representing the City which will include photocopies, long distance phone calls and any other expenses directly related to representation of the City.

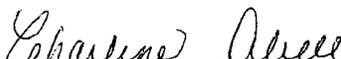
SECTION 4: The Governing Body considers the City Attorney a public employee entitled to the benefits provided in the Kansas Public Employee Retirement System and is entitled to those benefits provided under the Act.

SECTION 5: This ordinance shall be in full force and effect after its passage and one publication in the official city newspaper.

Passed and adopted this 2nd day of January, 1991.

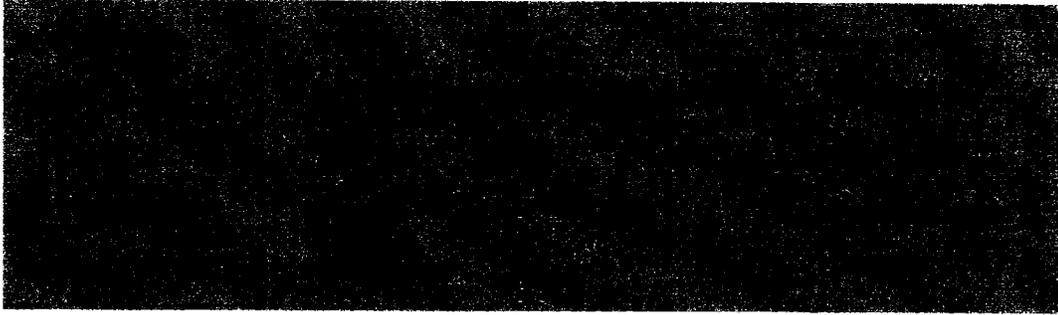
Edward L. Specht, Jr.
Mayor

ATTEST:



Charlene Abell, City Clerk

REQUEST FOR COUNCIL ACTION



SUBMITTED BY:

J. David Fraser, City Administrator

RECOMMENDATION:

I recommend that the Council approve the attached Employment Agreement with Harry W. Gantenbein.

FISCAL IMPACT:

Approving the recommendation should not have a negative impact on the budget.

ALTERNATIVES:

1. The Council could approve the recommendation.
2. The Council could refuse to approve the recommendation.
3. The Council could conditionally approve the recommendation.
4. The Council could table the matter for further consideration.

DISCUSSION:

I recently reported to the Council that Harry Gantenbein's City Attorney fees had not been adjusted since 1991. Accordingly, I am presenting the attached Employment Agreement. The Agreement includes an increase in City Prosecutor fees from \$1,000 per month to \$1,500 per month. It also sets his hourly rate for other City work at 75% of his standard rate. This does not constitute an increase at present. However, it does provide a mechanism for future increases.

I find these changes in terms to be fair, especially given Harry's outstanding record of service to the City of Beloit. Therefore, I recommend that the Council approve the attached Employment Agreement with Harry W. Gantenbein.

Respectfully submitted,

J. David Fraser
City Administrator



EMPLOYMENT AGREEMENT

THIS AGREEMENT made this ____ day of October, 2003, by and between the City of Beloit, a Kansas municipality, Mitchell County, Kansas, hereinafter referred to as "Client", and Harry W. Gantenbein, 108 E. Main, Beloit, Kansas, hereinafter referred to as "Attorney".

SECTION 1

Client has retained and employed Attorney to represent it as City Attorney, which representation is being reduced to writing at this time.

SECTION 2

It is understood and agreed that if, at any time, it shall appear that any conflict of interest or representation shall exist or appear to exist, in the sole and exclusive opinion of the Attorney, between the interest of Client and the Attorney, the Attorney may withdraw from the further representation of Client with reasonable notice to Client.

SECTION 3

The Attorney will be paid by the Client at the rate of seventy-five percent (75%) of his hourly rate for work done on behalf of the Client for the following duties:

- (a) Attend meetings of the City Council;
- (b) Advise the City Council and all officers of the City upon such legal questions affecting the City and its offices as may be submitted to him;
- (c) When requested by the City Council, give opinions in writing upon any such questions;
- (d) Draft such ordinances, contracts, leases, easements, conveyances and other instruments in writing as may be submitted to him in the regular transaction of affairs of the City;
- (e) Approve all ordinances of the City as to form and legality;
- (f) Attend Planning Commission meetings;
- (g) Perform those duties as prescribed by the Kansas Statutes, (Code 1983);
- (h) Give legal advice to city officials, police and fire department supervisors and other city employees as authorized by the City Administrator;
- (i) Prepare certain legal papers and documents as required which may include preparation of certain ordinances and resolutions;
- (j) Attend all regular council meetings; and, upon request, special council meetings or board meetings as advisor;
- (k) Examine proposed sub-division plats and abstracts;
- (l) All other legal work requested by the governing body or the City Administrator.
- (m) Code abatement work.

SECTION 4

In addition, Client shall pay Attorney, the sum of One Thousand Five Hundred Dollars per month, for handling all matters which come before the municipal court of the City of Beloit, including appropriate conferences with the Clerk of the Municipal Court, Judge of the Municipal Court, law enforcement officers, witnesses, legal research, drafting letters, memorandum, and other legal documents. The Attorney shall be entitled to additional compensation for handling matters which come before any court other than the municipal court of the city. All compensation shall be payable monthly from such funds as the city council, by vote, shall direct.

SECTION 5

Client will reimburse Attorney for his time, mileage and expense necessarily incurred in the discharge of his duties, including but not limited to attendance at continuing legal education seminars, photocopying, messengers, travel expenses, long distance telephone calls, facsimile transmissions, postage, specialized computer applications and filing fees, and attending Attorneys

meetings of the Kansas League of Municipalities. The Attorney will supply the City Clerk on a regular basis his expenses incurred in representing the Client.

SECTION 6

The Attorney shall furnish a monthly accounting of the services provided under Section 3 and Section 4 of this Agreement.

SECTION 7

Nothing herein shall prevent or limit the Attorney from conducting his private practice or prevent the Client from obtaining other counsel to represent it on specific matters or cases under the duties of the Attorney.

SECTION 8

The Attorney will maintain any documents furnished to him by the Client in his client file. At the conclusion of any matters, the Attorney will retain any documents in his files for a limited time before ultimately returning all closed files to the Client for storage or destruction in accordance with the Client's retention program.

IN WITNESS WHEREOF, Client and Attorney have executed this Agreement at Beloit, Kansas, the day and year first above written.

CITY OF BELOIT, a Kansas Municipality

By _____
Rebecca J. Koster, Mayor

ATTEST:

Charlene Abell, City Clerk

"CLIENT"

Harry W. Gantenbein
108 E. Main
P.O. Box 336
Beloit, Kansas 67420-0336
(785) 738-2363
"ATTORNEY"

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
December 21, 2010	DIRECTOR OF FINANCE/CITY CLERK HIRE
ORIGINATING DEPARTMENT:	TYPE OF ACTION: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION
Administration	<input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the Council endorse the Mayor's appointment of Amanda Lomax to the position of Director of Finance/City Clerk beginning at Grade 31, Step 1.

FISCAL NOTE:

- The direct cost of this item is \$19.82 per hour plus benefits.
- Funding for this type of item was included in the 2011 budget in an amount of \$223,000 line item 10-11-1100 (General Fund-Administration-Salaries).

DISCUSSION:

The City recently advertised for the vacant position of Director of Finance/City Clerk. We received 20 applications, and following the initial screening, we offered interviews to five candidates, four accepted. On December 8th, 9th, and 10th; four applicants were interviewed by Mayor Koster, Councilors Otte, Struble, and Naasz, and myself.

Respectfully submitted,

Glenn Rodden
City Administrator

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
December 21, 2010	HOUSING AUTHORITY APPOINTMENT
ORIGINATING DEPARTMENT:	TYPE OF ACTION:
Administration	<input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION
	<input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the Council approve JoAnn Norris to fill the unexpired term left vacant by her husband Curt.

FISCAL NOTE:

- There is no cost associated with this item.

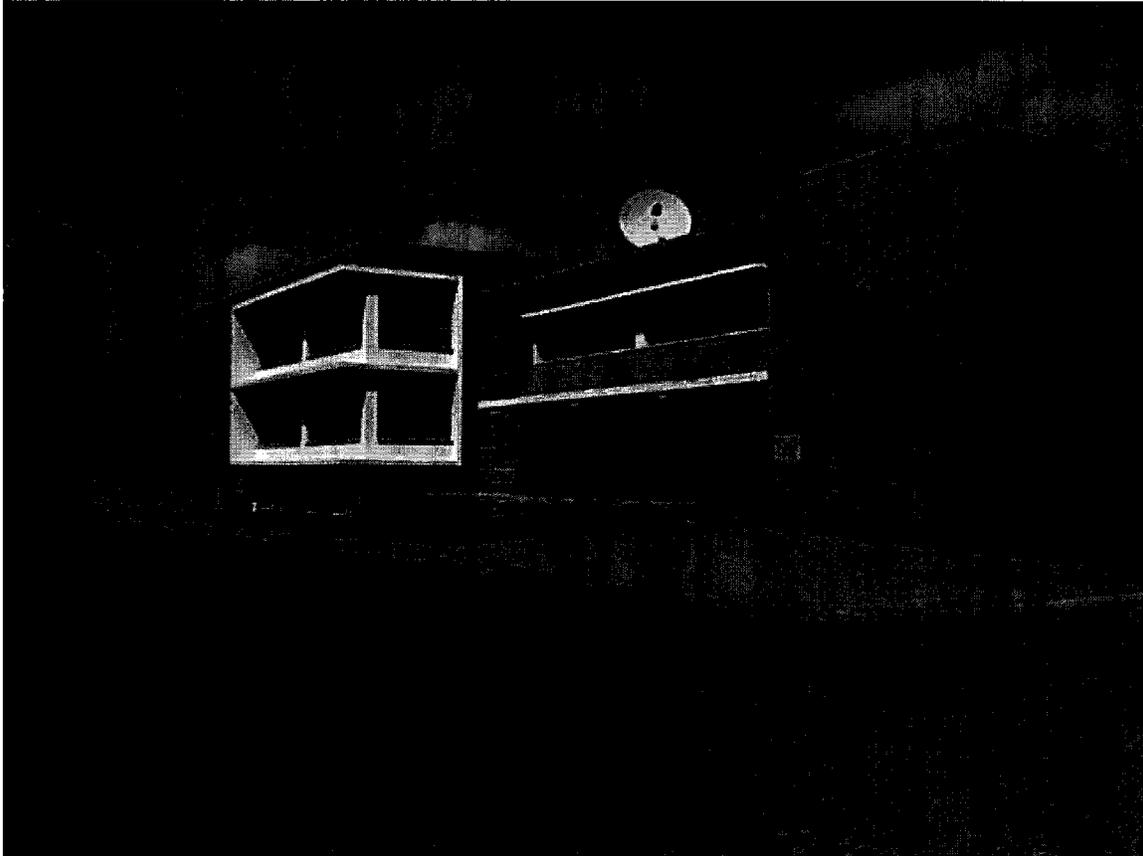
DISCUSSION:

Mrs. Norris would like to fill the unexpired term left vacant upon the death of her husband Curt.

Respectfully submitted,

Glenn Rodden
City Administrator

North Campus Development—Steering Committee



December 2010-April 2011

12 Member Steering Committee

- 1-Mayor of Beloit
- 1-County Commissioner
- 1-School District Representative
- 1-Beloit Planning Commission Member
- 1-Downtown business person
- 1-Business from the Highway 24 corridor
- 1-Chamber of Commerce Representative
- 1-SVED Representative
- 4-At large positions from the general public selected by the city council

Schedule of Meetings:

This group can meet on the Tuesdays opposite the Beloit City Council meeting Schedule or the 2nd and 4th Tuesday of each month starting on December 28, 2010.

December 28, 2010: Group Orientation, Discussion of Zoning and Planning

January 11, 2011: Group Discussion of infrastructure and general development goals.

January 18, 2011: Group Develops 3 to 4 options for public consideration and input.

****February 8, 2011:** Group has public presentation to receive comments and input options developed by the group

****February 10, 2011:** Focus group has second public presentation to receive comments and input.

February 22, 2011 Focus Group reviews public input. Review and adjust options according to input received.

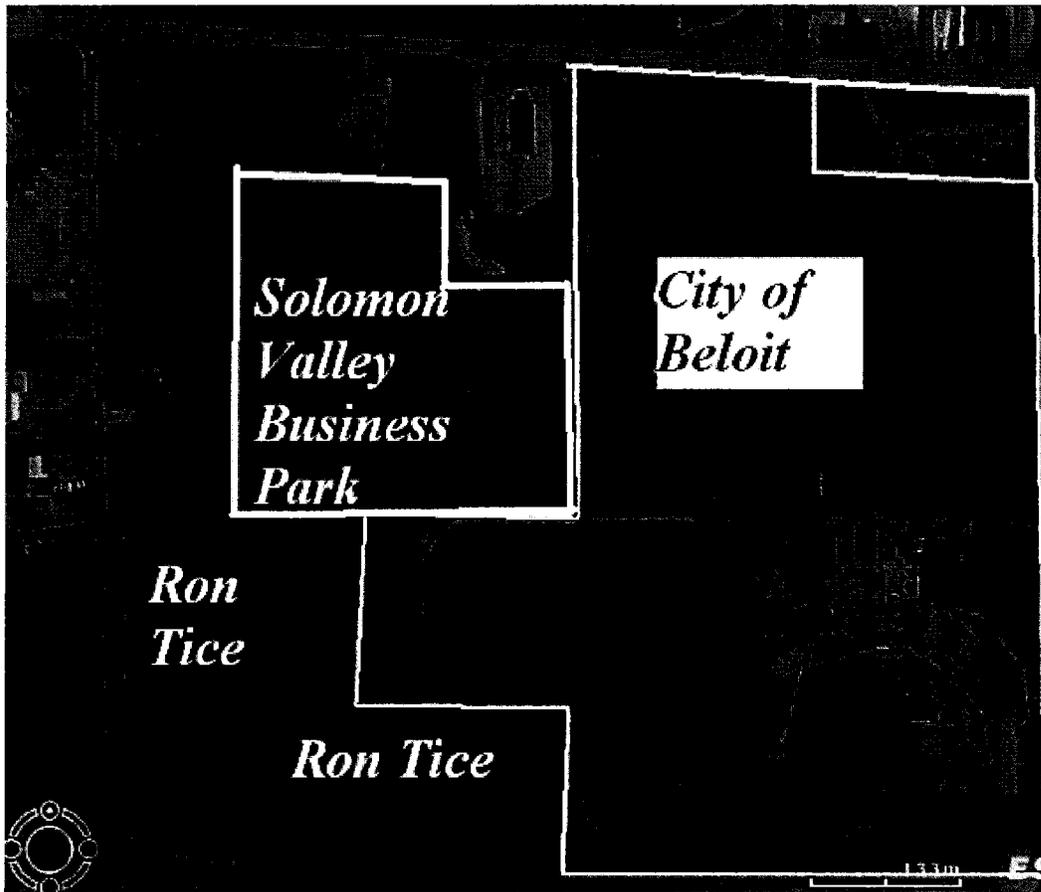
****March 8, 2011** Focus Group has public presentation and receives comments and input on two options most favored by the group and the public.

March 22, 2011 Focus Group reviews public input and prepares a recommendation for the City Council.

April 5, 2011-Focus Group makes its recommendation to the City Council.

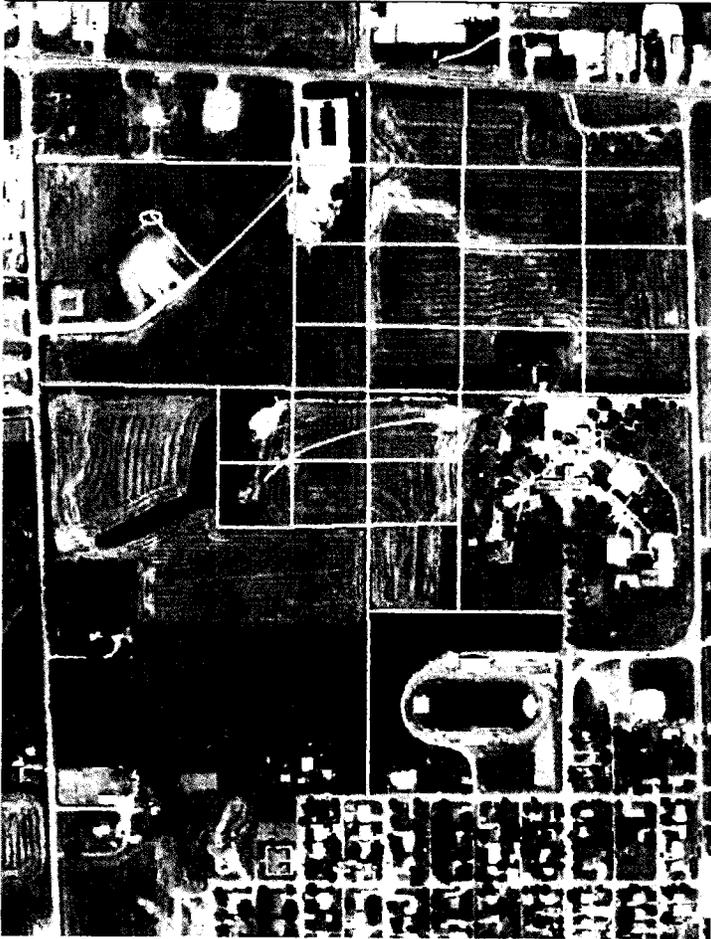
December 28, 2010: Steering Committee Orientation, Discussion of Zoning and Planning

- 1) Introduction of committee members
- 2) Explanation of the process and the goals for the group
- 3) Review of the property boundaries, characteristics and zoning
- 4) First discussion on potential uses



January 11, 2011: The steering committee discussion of infrastructure and general development goals.

- 1) Development Grids and Blocks
- 2) Existing infrastructure and future extensions
- 3) Development Goals



January 18, 2011: The committee develops 3 to 4 options for public consideration and input.

At the direction of the steering committee staff will develop a PowerPoint presentation and 3 to 4 displays to outline development options. The PowerPoint will provide information on the 3 to 4 options. The stand alone displays will have pictures and descriptions of the various options developed by the committee.

Members of the committee and staff will attend a public meeting to gather input on the options developed by the team. Those comments will be recorded (in writing) in order for them to be reviewed by the full committee. (This is similar to the way KDOT has presented options for various highway reconstruction projects across the state.

The steering committee may also want to put the options on a website. Feedback is best if it is collected.

****February 8 & 10, 2011:** The committee has public presentation to receive comments and input options developed by the group.

Advertise and promote the public presentation through the local media and the internet.

It might be advisable to have presentations done during the day and the evening to allow more people to view the options developed by the steering committee.

The presentation can be done at the Beloit Municipal Building in the Sutter Room to accommodate a good number of people and to allow the displays to be spaced out in the room. This will give people the opportunity to discuss them openly with staff and committee members.

February 22, 2011 The committee reviews public input. Review and adjust options according to input received.

Now the committee needs to narrow the options to two and prepare for another public presentation.

The group will advise staff to make appropriate changes to the PowerPoint and any photographs or displays used in the public presentation. These changes will reflect suggestions made by the public and agreed upon by the steering committee.

****March 8, 2011** The committee has public presentation and receives comments and input on **two options** most favored by the group and the public.

Advertise and promote the public presentation through the local media and the internet.

It might be advisable to have presentations done during the day and the evening to allow more people to view the options developed by the steering committee.

The presentation can be done at the Beloit Municipal Building in the Sutter Room to accommodate a good number of people and to allow the displays to be spaced out in the room. This will give people the opportunity to discuss them openly with staff and committee members.

March 22, 2011 Steering Committee reviews public input and prepares a recommendation for the City Council.

April 5, 2011-Steering Committee makes its formal recommendation to the City Council.

Port Library Board of Trustees
Minutes
November 8, 2010

The Port Library Board of Trustees met Monday November 8, 2010.
Trustees present were Verlin Kolman, Craig Cousland, Connie Kopsa, Sally Williams, Jeri Bates and Kitty Wagner.

Also present were Director Rachel Malay, Beloit City Administrator Glenn Rodden.

Meeting was called to order at 5:29 p.m.

Minutes from the October 4th, 2010 meeting were reviewed. Craig Cousland made a motion to approve minutes of the October meeting. Sally Williams seconded. Motion passed.

Financial Reports were reviewed. Connie Kopsa made a motion to approve the financial report and pay all bills. Motion was seconded by Jeri Bates. Motion passed.
Review handout from Rachel regarding Mitchell County Community Foundation funds.

Directors Report:

- Automation Tuesdays working well.
 - October 7-Kansas Author's Party.
 - October 8-Water heater dies.
 - October 10-Informational meeting about Library survey, not well attended.
 - October 11-Watts installs new water heater. The Library paid for the heater & labor.
 - October 11-Friends of the Library holds an organizational meeting.
 - October 11-CKLS rotating Book van visit.
 - October 20-Library Board meets to discuss building options survey results.
- See photo-6 study carrels-donated to the Port Library by the Salina Public Library.

Old Business:

Review results of the building options survey. See handout with results
Most surveys indicate renovation of the North Campus cafeteria to be 1st choice.
Next step-negotiate lease, get lease approved, contact architect Donnie Mars.
Rachel & Kitty will work on floor plan.
Verlin & Craig will find out what grants may be available.

Technology Plan update-Purchase of (3) Acer Aspire Notebooks-with cases & cable locks for staff & public use. Estimated total: \$1980.00.

New Business:

Negotiate with City of Beloit on a Lease terms agreement for The North Campus building. Craig Cousland made a motion and Sally Williams seconded, Kitty Wagner will be the lease agreement representative.

Question? Can we pull Friends of the Library or an “at large” board member to represent the Library from only Beloit city or can we pull from the countywide area? Rachel responded: a county resident as a board member is not an option because it would change the way the library is funded, but a Friends representative to the library board is a good idea.

New space - New Library Name? Continue to use the “Port Library” as business accounts are under Port Library. Also, books are labeled and becoming a part of automation under the Port Library. Keeping the name keeps history and honors our past. A unique name, “The Port Library.” We can use “The Port Library” as a marketing and publicity brand

Sally Williams made a motion to adjourn the meeting. Craig Cousland seconded. Motion passed. Meeting was adjourned at 6:17.

Board members may attend an informal tour of North Campus building following adjournment.

Next Meeting: Monday December 6, 2010 - 5:30 p.m.

Chairman

Secretary

2010 Business Success Stories

- Jodi Mosher purchased the Struble Photography building in downtown Beloit to move and expand her retail business.
- Becker Autos announced plans to construct a new addition to their building to serve as a mechanical shop area. They utilized the Neighborhood Revitalization Program.
- Farmway COOP announced plans to construct another flat storage facility at Glen Elder for an estimated \$1.6 million. They utilized the Neighborhood Revitalization Program.
- Dr. Jetta Holloway-Jankowski joined the staff at Dental Designs in downtown Beloit.
- The North Central Kansas Regional Prevention Center opened an office in Beloit next to Bennington State Bank on the 100 block of North Mill Street.
- Ambria Wendell opened a new massage therapy business called “Rejuvenating Touch by Ambria. It is located just south of the Solomon Valley Cinema.
- Andrea Benedick opened Wheatfield Floral at the Great Plains Landscape location on south Highway 14 in Beloit
- Eva Shurts opened a fitness program in the north side of The Closet building at Court & Mill. The business is called Body Defined by Eva
- Dustin Dougherty moved his Tae Kwon Do classes to the north side of the The Closet building at Court & Mill.
- Solomon Valley Farmers Market started in June and ran through October.
- Brett Wichers remodeled the former Captains Quarters and opened a new business called Down Under.
- North Central Kansas Technical College announced the introduction of a new Underground Construction Program.
- Andrea Wiles has moved her photography business into the Main Street Place located just east of Zachary’s Ace Hardware.
- Mitchell County Hospital Health Systems began another major renovation project.
- The Hospital Foundation purchased and relocated their offices to the historic Street Home
- Robert and Vanette Davis purchased the H&R Block business
- Carol Gentry opened Lost Creek Therapies at 112 W. Main (Dec. 17)
- 4 D Communications is opening a Nex-Tech Wireless store next to Dollar General (Dec. 20)

Community Development Report

December 2010

North Campus Facility- The County opened bids for work on the lock down facility to be converted into a new Law Enforcement Center. I prepared an outline and schedule for a new Steering Committee to develop a master plan for the North Campus. A proposal should be ready for the City Council in April.

Housing- Manske & Associates are making preparations to begin construction on the Crown Homes project in the Spring. (They probably will NOT use the Neighborhood Revitalization Program). I also participated in a KEDA Conference call to discuss housing issues in Kansas and programs the state could consider to encourage more “workforce” housing development.

Marketing-

Worked with Kendall Francis from the City of Beloit on increasing awareness for the Community Development, Tourism and Chamber websites, Facebook Pages and blogs. The City of Beloit is going to be adding some of this information to their website and they are developing their own Facebook page. The more “connections” we have with other websites and Facebook pages the more we can get our information out to other people.

I also did an interview with the Beloit Call on the state of our local economy. Positive points made include the drop in unemployment (down to 4.3%); increase in sales tax collections for the City of Beloit (down slightly for the county) about \$4.5 million in construction through the Neighborhood Revitalization program and over \$2.6 million approved between October 18 and December 8, 2010. We also have a lot of construction scheduled for this Spring including the First National Bank construction, Law Enforcement Center renovation on the North Campus; Crown Homes Project (10 new homes); and possibly renovation of the cafeteria on the North Campus for a new Library.

BRES Survey

Six to eight businesses will be targeted in another phase of our Business Retention & Expansion Surveys this Spring.

Prospective business expansions-

1. **Project Plow-** On Oct. 29, I met with a local business and representatives from KS Dept. of Commerce. Together we discussed this business needs to export some of their products to other countries and tap into new markets. We are continuing our dialog and searching for an export broker. (This project came as a result of the discussion we had with their BRES Survey this past Summer.)
2. **Project Mouse-** On October 11, I was contacted by a local business interested in expanding in the downtown business district. We discussed several possible locations for them and they are in the process of contacting property owners.
December 14-I contacted the business again to make sure they were aware the school district will be vacating their building in the downtown area. The business will be in contact with the school district as soon as possible.

3. **Project Shutter- August 12**--I have been in contact with a person with a small business who is interested in expanding into a commercial location in Beloit. This would provide them the opportunity to expand their services and have more visibility for their business. I have been in contact with a specific property owner to discuss lease rates and utilities on a building they own in the downtown area. **This is their busy season. They have found a location and will make an announcement when the time is appropriate.** **SUCCESS**

Prospective new business developments-

1. **Project T**- In November I was contacted by a new resident in the community who would like to start a new business. She has experience owning several businesses in the past and has a wide variety of interests. She is currently studying the market to determine her niche and looking at available buildings.
2. **Project Racer**-On November 15, I was contacted by a person who had expressed interest in putting a new business in the Solomon Valley Business Park. They first contacted me with this project in Sept. 2008 **NOVEMBER-** I sent them a map of the business park with their lot marked along with a copy of the Business Park zoning regulations. I asked them to get back with me to discuss their intentions.
December 8, 2010-I made a follow up call. **December 16-** I heard back and they are still interested.
3. **Project Tech**- On November 9, I was contacted by a person who is in the process of opening two new retail/service stores in Ellsworth and Beloit. They plan to start the new business and make their announcement in January 2011. **Success (Ribbon Cutting for 4-D Communications tentatively set for Dec. 20)**
4. **Project Sugar**- On October 27, I was contacted by the Department of Commerce to submit a proposal for a "small" processing company. They are specifically looking at North Central Kansas locations. We were able to submit three possible locations that met their criteria.
November- According to the Dept. of Commerce representative the proposals are still under review. We have withdrawn one of the three locations we submitted.
December-Nothing new to report.
5. **Project 32**- On October 13, I was contacted by a person interested in starting a new business in the downtown area. They have discussed this idea in the past.
November-This project began to change in both the product to be sold and the location.
December 13 & 14- For two days I have visited off and on with this person. They now have two possible locations they like. They will be in contact with the property owners this week. They have also decided on a product to sell.
6. **Project Cake**- On October 13, I was contacted by a person interested in starting a new business in the downtown area. They have discussed this idea in the past. They are looking at one building specifically and asked my assistance in contacting the owner of the building. I have contacted the owner and provided them with contact information so both parties can get together on this project.
November- Both the business person and the building owner got together.
December-Nothing new to report. Calls have not been returned. This project will be placed back in the files.

7. **Project Volt-** I was first contacted on **September 1**, by a local person who was aware of a business in our region that had expressed interest in relocating to Beloit. I followed up on the information and confirmed the business does have interest in relocating to Beloit.
October- I have been working on providing additional information on our area.
November- We are still working on getting them information. This project will take some time to complete.
December 15-A new packet of information was forwarded and we are working on setting up a schedule to meet to discuss potential locations for this business.

Project Heart-I was first contacted **September 2**, by a person interested in starting a new service business in Beloit. **SUCCESS**

A Ribbon Cutting has been scheduled for December 17th for Lost Creek Therapies at Dr. Drakes former office.

Other activity:

- 1) Demolition has started on the buildings to the east of First National Bank
- 2) Bids for the N. Campus Law Enforcement Center remodel came in lower than anticipated
- 3) Demolition work has started in the cafeteria building on the N. Campus in preparation for the Library
- 4) Sales Tax Collections for Beloit were up slightly. Down slightly for the county.
- 5) Neighborhood Revitalization figures were approximately \$4.5 million down from \$4.9 in the previous cycle. But already \$2.6 million has been approved in the first two months of the currently NRP cycle.

Businesses/Organizations requested information or assistance.

Current Month Current YTD '09 YTD '08 YTD

Expansion Plans	0	13	12	17
Tax Assistance	0	1	0	3
Marketing/Planning Assistance	0	2	1	2
Employment Assistance	0	1	7	8
New Business Prospect	1	37	27	48

ITEMS FOR COUNCIL DISCUSSION

DATE:

December 21, 2010

TITLE:

WORK SESSION DISCUSSION

DISCUSSION:

Items for discussion at your December 21st, 2010 Work Session will include the following:

1. **Transfer of Cemetery Deeds** The Transfer of Deed is a process that would give a family that wants to give or sell their lots to another party some guidelines on the process and give us documentation on the transfer. We are calling it transfer cause we are not concerned with the money exchanged between the parties just that permission from all rightful owners were given. It is a way we can keep our deed records current. We will continue to keep a list of parties wanting to sell their lots and would give that list to interested parties but that is where we would step out of the proceed until the Transfer From was turned in. We will recommend on the 2011 fee schedule a \$25.00 fee for the transfer.
2. **City Judge** Judge Wilson would like to address the city council about what she does in her role as city judge. The judge would like to increase her month salary from the current \$600.00 per month to \$1,000.00 per month.
3. **2011 Fee Schedule** Enclosed is the fee schedule for 2011. Changes are highlighted.

Respectfully submitted,

Glenn Rodden
City Administrator

Transfer of Deed Guidelines

The following guidelines will assist you in the private selling or purchasing a grave space(s) in Elmwood Cemetery:

- Obtain the Cemetery Deed to the grave space(s). If the deed is not available then:
 - ✓ Obtain the legal description of the grave space(s) by addition, block and grave space(s) which will be validated by the City of Beloit's records
 - ✓ If the legal description is not available then meet with the Cemetery Superintendent to physically locate the space to obtain the legal description and validated with the City of Beloit's records.
- Completed the appropriate section for your situation on the Transfer of Deed Form with all required information and signatures.
 - ✓ Transfer of Deed from the owner
 - ✓ Transfer of Deed from the owner's living children
 - ✓ Transfer of Deed from the owner's living grandchildren
- The Elmwood Cemetery Superintendent will maintain a current list of grave spaces, names and contact numbers of owners of those grave spaces that are currently available for sale from private owners. Burial in a grave space owned by a party other than owner/owner's family will need to have a Transfer Deed filed with the City of Beloit.

Transfer of Deed Form

Fill out the appropriate section for your situation:

Section 1: Transfer of Deed from owner to another party

I, _____, having ownership of _____ Addition, Block _____, Space(s) _____

hereby authorize the transfer of said grave space(s) in Elmwood Cemetery to _____

_____.

Signature: _____ Date: _____

Section 2: Transfer of Deed from the children of the deceased deed owner to another party

I (we) authorize the transfer of grave space(s) _____ in _____ Addition, Block _____ in Elmwood

Cemetery to _____. We, the children of deed owner, have no knowledge of legal documents that show transfer of ownership of said grave space(s) and give permission to transfer said lot(s).

Signatures of all living children:

_____ Date: _____

Sign and date on back if additional spaces are needed.

Section 3: Transfer of Deed from the grandchildren of deceased deed owner to another party when the children of the deed owner are deceased.

I (we) authorize the transfer of grave space(s) _____ in _____ Addition, Block _____ in

Elmwood Cemetery to _____. We, the grandchildren of deed owner, have no knowledge of legal documents that show transfer of ownership of said grave space(s) and give permission to transfer said lot(s).

Signatures of all living grandchildren where the children and deed owner are deceased:

_____ Date: _____

_____ Date: _____
_____ Date: _____
_____ Date: _____
_____ Date: _____
_____ Date: _____

Sign and date on back if additional spaces are needed.

I (we) agree that all the information in this document is true to the best of my (our) knowledge and all parties with said interested has signed the appropriate form.

The City of Beloit is not responsible for any unmarked graves found in said grave space(s).
The City of Beloit has a \$25.00 fee for the paperwork, validation of said grave space(s) and the Transfer Deed. This fee will need to be paid when the Transfer Form is returned to the Cemetery Superintendent or designee. The Transfer Deed will be created once the form is completed and returned, the fee paid and the Cemetery Superintendent or designee validates the location.

Transfer Deed to Cemetery Lot

This is to Certify, That the City of Beloit does recognize the transfer of ownership from _____ by these presents does Grand and Convey to _____ heirs and assigns, the following described property, as follows, to-wit:

Lot No. _____, Block No. _____, Addition: Grave No. _____ in ELMWOOD CEMETERY, purpose of interment; and that it will Warrant and Defend the same in the quiet and peaceable

possession of the said

heirs and assigns, forever against all persons lawfully claiming the same; - provided, however, that said lot or lots herein conveyed shall beheld subject to all the regulations of the governing body of the cemetery.

Mayor

City Clerk

2011 Fee Schedule

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF БЕЛОИТ
ADOPTING THE 2011 FEE SCHEDULE

WHEREAS, the City of Beloit, Kansas, charges fees for activities and services offered by the City; and

WHEREAS, the fees are needed to ensure the City of Beloit is compensated for the use of facilities, equipment, and services; and

WHEREAS, after reviewing the fees, the Governing Body believes that the fees are fair to both the public and the City;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Beloit that, effective January 5, 2010, City fees shall be as follows:

******Yellow Highlights indicate new/revised fees**

******Pink Highlights indicate whether the charge is still applicable**

******-----Strikethrough indicates the text should be deleted**

General Topic	Specific Topic	2011 Fees
Administration:		
Application Fees:	Variance	\$50
	Conditional Use	\$50
	Zoning Application Fees	\$50
	Plat Fee	\$50
	Building Permit Fee	.25% of estimated cost (\$25 min.)
Miscellaneous:	Economy Shop Rent	\$50 per month
	Return Check Fee	\$30
	Personnel/Operator per hour	\$25
	Commercial sign permits	\$25
	To send a fax	\$1 per page
	To make copies	\$.25 per page
	Grill (per day)	\$25
	Special Event License	\$25
	Transient Merchant Fee	\$100/day or \$400/year + \$50 Investigation Fee
Miscellaneous:	<i>Grass Cutting</i>	Cost + \$250 Administrative Fee for 1 st Occurrence, Cost + \$500 for 2 nd , Cost + \$750 for 3 rd and Cost + \$1,000 for 4 th
	<i>Nuisance Abatement</i>	Cost + \$250 Administrative Fee for 1 st Occurrence, Cost + \$500 for 2 nd , Cost + \$750 for 3 rd and Cost + \$1,000 for 4 th
Open Records Fees	Per Page	\$0.25
	Per Quarter Hour	\$6.25
Alcohol License Fee	Convenience/Grocery store	\$75
	Occupation tax for Class A clubs	\$125
	Occupation tax for liquor store	\$200
	Serve in and carry out	\$200
	Taverns that serve 3.2 beer	\$150
Franchise Fees:	Trash Fee	10%
	Fire Protection fees	Yearly FD mil levy + 10%
Animal Fees:	Registration for pets per year:	
	Spayed or Neutered	\$5
	Non spayed or Non neutered	\$50
	Not registered (after 1/31 of each year)	\$20
	Lost Tag Replacements	\$15
	Transfer Fee	\$1
	If animal is taken to the pound:	
	First Impoundment	\$10 + \$10/day thereafter
	Second/Subsequent Impoundment	\$20 + \$10/day thereafter
	Level I Offense:	
	First Offense	Warning
	Second Offense	\$15

Third Offense	\$30
Fourth Offense	Court
Level II Offense:	
First Offense	Warning
Second Offense	\$25
Third Offense	\$50
Fourth Offense	Court
Level III Offense:	
First Offense	Warning
Second Offense	\$40
Third Offense	\$80
Fourth Offense	Court
Level IV Offense:	
First Offense	\$100 + impound fees
Second Offense	\$200 - \$500
Removal of large dead animals	\$50
Kenneling fees	\$10/day
Hobby Breeder's License	\$200/year
Reapplication for Hobby Breeder's	\$20
Commercial Establishments	\$300/year
Reapplication for Comm. Establishments	\$30
Private Guard Dog License	\$100/year
Commercial Guard Dog Service License	\$400/year
arks and Rec.:	
Co-ed Volleyball	\$150/team Varies by # of teams
Co-ed Softball	\$150/team Varies by # of teams
Adult Programs	Varies by program
Youth Programs	Varies by program
Sno-cone machine	\$25 per day + \$25 deposit
Popcorn popper	\$25 per day + \$25 deposit
Cotton Candy machine	\$25 per day + \$25 deposit
Sound System	\$25 + \$25 deposit
Wauqua Park: White Building (Reserve)	\$50/day + \$50 deposit
Gazebo (Reserve)	\$25/day + \$25 deposit
Camping	By donation
Municipal Building: Tables	\$5/table/day + \$50 deposit
Chairs	\$50 per day + \$50 deposit
Pick up not 8-5, no help loading or not clean	\$20 extra rental
Room Rental: Deposit for any key	\$25
Club sports team renting Gym at available times in any one season	\$100 Deposit + \$75 Rental
Gym: Deposit Fee Does NOT Guarantee all Dates	
School deposit	\$1,000
Private - For Profit/Business	\$100 Deposit + \$125 Rental
Private - Non-Profit	\$100 Deposit + \$75 Rental
Community	\$100 Deposit + \$0 Rental
Conference Room:	
Private - For Profit/Business	\$50 Deposit + \$50 Rental
Private - Non-Profit	\$50 Deposit + \$50 Rental
Community	\$50 Deposit + \$0 Rental
Trail Room:	
Private - For Profit/Business	\$50 Deposit + \$50 Rental
Private - Non-Profit	\$50 Deposit + \$50 Rental
Community	\$50 Deposit + \$0 Rental
Sutter Room:	
Private - For Profit/Business	\$100 Deposit + \$125 Rental
Private - Non-Profit	\$100 Deposit + \$75 Rental
Community	\$100 Deposit + \$0 Rental
Entire Basement:	

	Private - For Profit/Business	\$200 Deposit + \$225 Rental
	Private - Non-Profit	\$200 Deposit + \$150 Rental
	Community	\$100 Deposit + \$0 Rental
Cemetery:	Standard Burial (opening and closing)	\$250
	Infant Burial	\$100
	Cremation	\$100
	Grave spaces	\$200
	Veteran & spouse grave spaces	\$0
	Transfer of Deeds	\$25
Sports Complex:	Concession Stand:	\$25 per group
	Season Key Deposit	\$25
Swimming Pool:	Day Pass	\$3
	Family Pass	\$120
	Individual Pass	\$45
	14 Punch Card	\$35
	Swim Lessons	\$25
	1.5 Hour Party (1-50 swimmers)	\$100
	1.5 Hour Party (50+ swimmers)	\$150
Transportation:		
Barricades:	Business	\$30
	Non-Business	\$0
Vehicle Usage Rate:	Description of Vehicle	Proposed Fees (per hour)
Units Op	Unit #10 Meter Reader's	\$20 + cost of operator
	20 1981 GMC 7 cy. Dump Truck	\$40 + cost of operator
Ops & Rec	21 1976 Ford Bus	\$15 + cost of operator
	22 2002 GMC 1 Ton Dump Truck	\$20 + cost of operator
	22a 1985 Ford 1 Ton Dump Truck	\$20 + cost of operator
	23 1996 Ford 1 Ton Service Pickup	\$20 + cost of operator
	24 1996 IHC Tandem Dump Truck	\$60 + cost of operator
	25 2010 ¾ Ton Dump Truck	\$20 + cost of operator
	26 1977 Chevy 2 Ton Flatbed	\$40 + cost of operator
	27 1997 Johnston Sweeper	\$70 + cost of operator
	28 1967 2 Ton Oil Distributor	\$50 + cost of operator
	29 1983 GMC Oil Distributor	\$50 + cost of operator
	30 2003 GMC 2500 HD 4X4	\$25 + cost of operator
	31 2004 Ford 1 Ton Service Truck	\$35 + cost of operator
	32 8 x 12 Tilt Trailer	\$15 + cost of operator
	33 1985 GMC 2 Ton Flatbed	\$40 + cost of operator
	34 Airport Courtesy Car	\$20 + cost of operator
	35 Portable Welder	\$15 + cost of operator
	36 1969 Chevy 1 Ton Water Truck	\$20 + cost of operator
	37 1989 Caterpillar Motor Grader	\$75 + cost of operator
	38 1979 Ford 545 Utility Tractor	\$35 + cost of operator
	39 1987 Caterpillar 916 Loader	\$75 + cost of operator
	40 1989 IT 28-B Cat Loader	\$75 + cost of operator
	41 2002 (310 SG) J.D. Backhoe	\$60 + cost of operator
	42 Sullair Air Compressor plus tools	\$30 + cost of operator
	42a Self Propelled Concrete Saw	\$25 + cost of operator
	43 1982 Chevy 10 cy. Dump Truck	\$50 + cost of operator
	44 1982 IHC 7 cy. Dump Truck	\$40 + cost of operator
	45 1994 Ford Service Truck	\$35 + cost of operator

46	2008 Ford Pickup	\$20 + cost of operator
47	1994 Belarus Tractor	\$35 + cost of operator
48	2002 Vibratory Packer	\$60 + cost of operator
49	Ferguson Rubber Tired Roller	\$25 + cost of operator
50	2000 Freightliner Semi	\$60 + cost of operator
51	Gomaco Curb Machine	\$60 + cost of operator
52	2009 Bobcat Skid Steer	\$40 + cost of operator
53	2007 Crafcoc Crack Sealer	\$30 + cost of operator
54	Trencher	\$50 + cost of operator
60	Ford 1 Ton - Steve's Truck	\$30 + cost of operator
61	Chevy Pickup - Ron's Truck	\$30 + cost of operator
62	Ford Large Bucket Truck (newest)	\$110 + cost of operator
63	Ford Small Bucket Truck	\$75 + cost of operator
64	Ford Large Bucket Truck	\$110 + cost of operator
65	Chevy Dump Truck	\$30 + cost of operator
66	Ford Digger Derrick	\$90 + cost of operator
67	GMC Digger Derrick	\$90 + cost of operator
92	Water Service Truck 1 Ton	\$35 + cost of operator
68	Chevy Sewer Service Pickup	\$40 + cost of operator
72	Allis Front Loader	\$75 + cost of operator
73	Case-Davis Small Trencher	\$35 + cost of operator
76	John Deere Skidsteer	\$30 + cost of operator
78	Vermeer Large Trencher	\$45 + cost of operator
79	Vermeer Chipper for trees	\$25 + cost of operator
80	Sewer Rodder	\$60 + cost of operator
81	Generator for sewer lift stations	\$15 + cost of operator
	Pole Drill Rig	\$50 + cost of operator
	Rock n' Roller Concrete Stamper	\$25 + cost of operator
	Scarifier	\$60 + cost of operator
	Farm Tractor	\$20 + cost of operator
	Street Sweeper	\$50 + cost of operator
	Tractor and Mower	\$35 + cost of operator
	Hand Mower	\$10 + cost of operator
	Weed Eater	\$10 + cost of operator
	Tapping Machine	\$15 + cost of operator
	Pipe Saw	\$15 + cost of operator
	Boring Machine (push pull)	\$65 + cost of operator
	Boring Machine (auger)	\$70 + cost of operator
	Filter and Equipment	\$50 + cost of operator
	Fire Truck	\$150 + cost of operator
	Barricade	\$30 per day
Utility Cut Fee:	Asphalt/Concrete	\$150 + materials
	Brick	\$200 + materials
	Gravel	\$100 + materials
Operations:		
Water:	Water Testing Fee	\$5
	Tapping Fees:	
	3/4"	\$50
	1"	\$118
	1 1/2"	\$300
	2"	\$510
	Adapter Couplings:	
	3/4"	\$10
	1"	\$50
	Rural Water Only Connect Fee	\$105
	Impact Fee	\$350
	Rural Impact Fee	\$1,050
Electric:	Rural Electric Only Connect Fee	\$120
	Impact Fee	\$350
	Rural Impact Fee	\$1,050
Sewer:	Rural Sewer Only Connect Fee	\$75
	Impact Fee	\$400

	Rural Impact Fee	\$1,200
Utilities:	Deposit	\$150
	Reconnect Fee:	
	If shut off for non payment	\$75 + tax
	After hrs (not 1pm-3pm) or weekends	\$75 + tax + \$40
Light Pole Fees:	Pole Setting	\$1,000
	100 HPS Security Light	\$12 per month
	250 HPS Security Light	\$18 per month
	Pole	Wood=free / Metal=\$600
Installing Water Meter	4 hour backhoe	\$240
	4 hour labor for 3	\$300
	For all sizes	\$480
	5/8 X 3/4 Meter	\$0 + parts + 10%
	1" Meter	\$60 + parts + 10%
	1 1/2" Meter & Larger	Cost of Meter + parts + 10%
Police Department:	Special Use Permit	No Charge
	Police Reports:	
	Accidents	\$5
	Criminal (Front Page Only)	\$0.25