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## CITY COUNCIL AGENDA

Tuesday, October 4, 2011  
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. EMPLOYEE OF THE QUARTER

- A. Bob Holway
- B. Warren Jermark

### 4. PUBLIC COMMENT

- A. David Chase - Vacant Council Position
- B. Lisa Thompson – Roadside Park
- C. Gayle Lowery – Little Red School House

### 5. CONSENT AGENDA

- A. 9/20/2011 City Council Meeting Minutes
- B. 9/26/2011 City Council Special Meeting Minutes
- C. Appropriations 10A

### 6. ORDINANCES

- A. None

### 7. RESOLUTIONS

- A. 8-2011 Amending and Supplementing Resolution 2-2011

### 8. FORMAL ACTIONS

- A. EPA Emission Testing Bid
- B. Relay Bid
- C. Cemetery Endowment Fund
- D. Vacant Police Department Position

### 9. CLOSED SESSION

- A. None

### 10. ADJOURNMENT

## ***WORK SESSION AGENDA***

### 1. CORRESPONDENCE AND STAFF REPORTS

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

### 2. DISCUSSION ITEMS

- A. The Leadership Firm-John Divine
- B. Vacant Council Seat
- C. Vacant Beloit Public Building Commission
- D. Armory Roof
- E. Automated Meter Reading System

### 3. ADJOURNMENT

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

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

BELOIT CITY COUNCIL MEETING MINUTES  
September 20, 2011

The Beloit City Council met in regular session on September 20, 2011 in the Council Chambers. Mayor Koster called the meeting to order at 7:00 p.m. City Council members in attendance were James Crowley, Pat Struble Frank Delka, Bob Richard, Matt Otte, and Rick Brown. Councilor Tom Naasz arrived after roll call. Also present were, City Attorney Brenon Odle, and City Clerk Amanda Lomax. Absent from the meeting were City Administrator Glenn Rodden and Councilor Denis Shumate.

Department heads in attendance were Murray McGee, Mike Haeffele, Ron Sporleder, Dave Elam, Lynn Miller, and Chris Jones.

Mayor Koster gave the invocation and the Pledge of Allegiance was recited.

Councilor Brown reported that he would like things that are talked about in closed sessions at a Council Meeting to remain in Closed Session. Councilor Brown also wanted to thank the public for their support with the car show.

The Consent Agenda consisted of September 6, 2011 Council Meeting Minutes, and appropriations 9B. A motion was made by Councilor Struble and seconded by Councilor Crowley to approve the Consent Agenda in its entirety. Roll call vote: Yeas: Otte, Delka, Naasz, Richard, Crowley, Brown, and Struble. Nays: None.

Ordinance 2098 Utility Billing Due Date was presented to Council for approval. Ordinance 2098 changes the utility billing due date from the 10<sup>th</sup> of each month to the 15<sup>th</sup> of each month. A motion was made by Councilor Crowley and seconded by Councilor Brown to approve Ordinance 2098 Utility Billing Due Date. Roll call vote: Yeas: Brown, Struble, Naasz, Otte, Richard, Crowley, and Delka. Nays: None.

Ordinance 2099 Right-of-Way or Easements was presented to Council for approval. Ordinance 2099 regulates the use and construction of structures within public right-of-way and public easements on private property. A motion was made by Councilor Crowley and seconded by Councilor Struble to approve Ordinance 2099 Right-of-Way or Easements. Roll call vote: Yeas: Richard, Delka, Crowley, Brown, Struble, Naasz, and Otte. Nays: None.

A motion was made by Councilor Brown and seconded by Councilor Crowley for a Closed Session for preliminary consideration of non-elected personal consisting of the Governing Body, and City Attorney Brenon Odle for a period of 15 minutes. Motion passed 7-0. Starting time began at 7:12 p.m. ended at 7:27 p.m. No motions or decisions were made.

Staff is requesting Council approval for a pool bid from Prosser Wilbert Construction, Inc. in the amount of \$3,459,000.00. Kerry Newman from SFS was present to discuss the recommendation for the pool project. A motion was made by Councilor Otte and seconded

by Councilor Struble to approve the pool bid from Prosser Wilbert Construction, Inc. in the amount of \$3,459,000.00. Motion carried 7-0. Nays: None.

Staff is requesting Council approval for a transformer bid from Stanion Wholesale Electric in the amount of \$6,895.00. The transformers will be used for residential services in the near future. A motion was made by Councilor Naasz and seconded by Councilor Delka to approve the transformer bid from Stanion Wholesale Electric in the amount of \$6,895.00. Motion carried 7-0. Nays: None.

Staff is requesting Council approval for a Transformer bid from Kriz-Davis Company in the amount of \$87,236.00. The transformers will be used for the new pool and AGCO Corporation. A motion was made by Councilor Otte and seconded by Councilor Brown to approve the transformer bid from Kriz-Davis Company in the amount of \$87,236.00. Motion carried 7-0. Nays: None.

Staff is requesting Council approval for a Tie Transformer from Solomon Corporation in the amount of \$12,840.00. The tie transformer will be used at the Power Plant. A motion was made by Councilor Struble and seconded by Councilor Naasz to approve the Tie Transformer from Solomon Corporation in the amount of \$12,840.00. Motion carried 7-0. Nays: None.

Staff is recommending Council approve Mayor Appointment of Brenon Odle as Chief of Police with the annual salary of \$68,000.00 effective October 1, 2011. Councilor Richard noted he opposed the proposed salary. A motion was made by Councilor Otte and seconded by Councilor Brown to approve Brenon Odle as Chief of Police with the annual salary of \$68,000.00 effective October 1, 2011. Motion carried 7-0. Nays: None.

Staff is recommending Council approve Mayor Appointment of Katie Cheney as City Attorney with a monthly fee of \$4,000.00 per month effective October 1, 2011. A motion was made by Councilor Naasz and seconded by Councilor Struble to approve Katie Cheney as City Attorney with a monthly fee of \$4,000.00 per month effective October 1, 2011. Motion carried 7-0. Nays: None.

A motion was made by Councilor Naasz and seconded by Councilor Brown to Adjourn the Council Meeting. Motion passed 7-0. The meeting ended at 7:41 p.m.

There was no work session scheduled

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REBECCA KOSTER, Mayor

ATTEST:

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AMANDA LOMAX, City Clerk

BELOIT CITY COUNCIL SPECIAL MEETING MINUTES  
September 26, 2011

The Beloit City Council met in a special session on Monday, September 26, 2011 for Approving Ordinance 2100 Enacting Sales Tax Increase. Mayor Koster called the meeting to order at 7:00 p.m. City Council members in attendance were James Crowley, Denis Shumate, Tom Naasz, Frank Delka, Bob Richard, Matt Otte, and Rick Brown. Also present were City Administrator Glenn Rodden, City Attorney Brenon Odle, and Director of Finance/City Clerk Amanda Lomax. Councilor Struble was absent from the meeting.

Ordinance 2100 Enacting Sales Tax increase was presented to Council for approval. Ordinance 2100 would increase the Cities sales tax by 0.3% for the purposes of constructing a new pool and also be used for other city purposes. A motion was made by Councilor Delka and seconded by Councilor Brown to approve Ordinance 2100 Enacting Sales Tax increase. Roll call vote Yeas: Brown, Naasz, Otte, Richard, Shumate, Crowley, and Delka. Nays: None.

Councilor James Crowley announced that he was resigning from the Beloit City Council and from the Beloit Public Building Commission effective immediately. Councilor Crowley said he has enjoyed his time as a council member but has accepted a job promotion with his company and will be moving away from Beloit.

A motion to adjourn the Council meeting was made by Councilor Shumate and seconded by Councilor Otte. Motion passed 7-0. The meeting ended at 7:04 p.m.

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REBECCA KOSTER, Mayor

ATTEST:

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AMANDA LOMAX, 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>
<b>6 ABRAM READY-MIX, INC</b>								
47767	10/6/2011	10/6/2011	13,934.97		9/8/2011	8137		Posted
	30-00-6150			7422 curb/gutter/pavement			919.80	0.00
	30-00-6150			7446 curb & gutter			367.92	0.00
	30-00-6150			7424 pavement			735.84	0.00
	30-00-6150			7450 pavement			827.82	0.00
	30-00-6150			7513 pavement			827.82	0.00
	30-00-6150			7524 pavement			10,255.77	0.00
							13,934.97	0.00
<b>8 ACE HARDWARE</b>								
47653	10/6/2011	10/6/2011	10.49	403084	9/15/2011	8210		Posted
	53-43-6000			FLAG MARKERS			10.49	0.00
47659	10/6/2011	10/6/2011	13.98		9/2/2011	8462		Posted
	52-43-6000			403261 PINESOL CLEANER			10.99	0.00
	52-43-6000			402403 FLARE ADPTR			2.99	0.00
							13.98	0.00
47716	10/6/2011	10/6/2011	34.97		9/27/2011	8198		Posted
	53-43-6000			403706 hitch ball			10.99	0.00
	53-43-6000			403708 cable ties			17.98	0.00
	53-43-6000			403757 keys			6.00	0.00
							34.97	0.00
47741	10/6/2011	10/6/2011	116.21		8/31/2011	7827		Posted
	52-41-7450			402287 cutting wheels & tree lopper			54.32	0.00
	52-41-7450			402872 indoor fogger			41.94	0.00
	52-41-7450			403663 cable ties			19.95	0.00
							116.21	0.00
47747	10/6/2011	10/6/2011	184.57		9/2/2011	9034		Posted
	53-41-4360			402406 sign deco			17.98	0.00
	53-41-4360			402669 paint pail & bags			30.96	0.00
	53-41-4360			402691 safety blue spray			8.98	0.00
	53-41-4360			402915 rope			23.50	0.00
	53-41-4360			402972 bushing & adapter			29.90	0.00
	53-41-4360			403698 paint tray liner			10.32	0.00
	53-41-4360			403641 masking tape			13.98	0.00
	53-41-4360			403418 mop refill			5.49	0.00
	53-41-4360			403396 nozzles			30.47	0.00
	53-41-4360			403289 ice scraper			12.99	0.00
							184.57	0.00
47773	10/6/2011	10/6/2011	82.94		9/14/2011	8399		Posted
	10-20-6000			403106 toilet repair			39.70	0.00
	10-20-6000			402561 rake & string refill			19.97	0.00
	10-18-6000			403046 sink stem			11.99	0.00
	10-18-6000			403053 stem return			0.00	11.99
	10-18-6000			403317 bulb			2.29	0.00
	10-18-6000			403710 connector			11.49	0.00
	10-18-6000			402224 reel straightline			9.49	0.00
							94.93	11.99
<b>9 ACKERMAN SUPPLY</b>								
47673	10/6/2011	10/6/2011	34.75	208268	9/9/2011	8201		Posted
	53-43-6000			25 ELECTRIC FENCE POSTS			34.75	0.00
47727	10/6/2011	10/6/2011	5.98	208401	9/15/2011	7921		Posted
	10-13-6000			keys			5.98	0.00
47753	10/6/2011	10/6/2011	70.94	208103	9/1/2011	9022		Posted
	53-41-4360			pump kit & seal			70.94	0.00
47781	10/6/2011	10/6/2011	39.00	17898	9/24/2011	8395		Posted
	10-18-4300			rent floor polisher			39.00	0.00
<b>21 ALCO-DUCKWALL STORES INC</b>								
47712	10/6/2011	10/6/2011	31.47	221-07187	9/27/2011	7780		Posted
	51-41-6000			SD card, paper towels & cups			31.47	0.00
47726	10/6/2011	10/6/2011	14.27		9/21/2011	7920		Posted
	10-13-6000			221-07164 anchors, bolts & glue			4.29	0.00
	10-13-6000			221-07170 DVD CD sleeves			9.98	0.00
							14.27	0.00

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City of Beloit

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<b>21 ALCO-DUCKWALL STORES INC (continued)</b>										
47733	10/6/2011	10/6/2011	14.99	221-07184	9/27/2011	9450			Posted	
	10-11-6000			phone line cord				14.99		0.00
47742	10/6/2011	10/6/2011	24.99	221-07173	9/22/2011	8197			Posted	
	53-43-6110			8G USB				24.99		0.00
47752	10/6/2011	10/6/2011	44.43	221-07154	9/16/2011	9023			Posted	
	53-41-6000			Charmin, paper towels, bowl cleaner & whi				44.43		0.00
<b>2373 ALFRED BENESCH &amp; COMPANY</b>										
47683	10/6/2011	10/6/2011	23,778.37	48578	9/18/2011	9439			Posted	
	30-00-3000			Runway 17/35 survey & project phase fees				23,778.37		0.00
47684	10/6/2011	10/6/2011	1,500.00	48582	9/18/2011	9438			Posted	
	30-00-3000			Airport taxiway land acquisition service fees				1,500.00		0.00
<b>813 AMERIPRIDE LINEN SERVICES</b>										
47654	10/6/2011	10/6/2011	46.14	2300071487	9/16/2011	8209			Posted	
	51-43-3000			MOP, RAGS & MAT SERVICE				15.22		0.00
	52-43-3000			MOP, RAGS & MAT SERVICE				15.22		0.00
	53-43-3000			MOP, RAGS & MAT SERVICE				15.70		0.00
								46.14		0.00
47762	10/6/2011	10/6/2011	52.89	2300074047	9/29/2011	8138			Posted	
	10-15-6000			rags, rugs & mats				52.89		0.00
<b>1414 AT&amp;T LONG DISTANCE</b>										
47688	10/6/2011	10/6/2011	5.94	836515105	9/13/2011	9448			Posted	
	10-20-5310			Long distance				1.26		0.00
	52-41-5310			Long distance				4.68		0.00
								5.94		0.00
<b>47 CHARLES AXTELL</b>										
47748	10/6/2011	10/6/2011	90.00		9/29/2011	9032			Posted	
	53-41-3000			employee boot allowance				90.00		0.00
<b>80 BELOIT TYPEWRITER EXCHANGE</b>										
47645	10/6/2011	10/6/2011	56.84	622261	9/20/2011	7957			Posted	
	10-12-6110			hole puncher, paper & ink cartridge				56.84		0.00
47671	10/6/2011	10/6/2011	49.29	622279	9/22/2011	8205			Posted	
	53-43-6000			HOLDERS, FOLDERS & LABELS				49.29		0.00
47714	10/6/2011	10/6/2011	63.18		9/16/2011	9421			Posted	
	10-11-6110			#622680 deposit stamps				35.60		0.00
	10-11-6110			#622306 copy holders				27.58		0.00
								63.18		0.00
47751	10/6/2011	10/6/2011	107.59	622274	9/21/2011	9024			Posted	
	53-41-6110			printer cartridges				107.59		0.00
<b>91 BOETTCHER SUPPLY INC</b>										
47650	10/6/2011	10/6/2011	14.22	704722-1	8/31/2011	9019			Posted	
	53-41-6000			2 stud tires				14.22		0.00
47666	10/6/2011	10/6/2011	2,378.01		9/22/2011	8203			Posted	
	53-43-6000			708187-1 ELBOWS, PVC, COUPLINGS				1,300.16		0.00
	53-43-6000			708184-1 ELBOWS, PVC, COUPLINGS				1,077.85		0.00
								2,378.01		0.00
47670	10/6/2011	10/6/2011	51.32	706910-1	9/14/2011	8459			Posted	
	52-43-4360			3 BATTERIES				51.32		0.00
47740	10/6/2011	10/6/2011	45.69	708818-1	9/26/2011	8477			Posted	
	52-43-4360			3 batteries				45.69		0.00
47761	10/6/2011	10/6/2011	268.74		9/1/2011	9035			Posted	
	53-41-4360			709160-1 sealing compound				33.86		0.00
	53-41-4360			706622-1 elbows				100.56		0.00
	53-41-4360			706629-1 elbows				9.73		0.00
	53-41-4360			706662-1 elbow				5.71		0.00
	53-41-4360			706594-1 coupling & nipple				59.05		0.00
	53-41-4360			704853-1 brass nipples				59.83		0.00
								268.74		0.00

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City of Beloit

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91	<b>BOETTCHER SUPPLY INC (continued)</b>										
47782	10/6/2011	10/6/2011		123.58			9/15/2011	8396		Posted	
	10-21-4330					708185-1 PVC pipe & coupling			17.67	0.00	
	10-20-6000					707082-1 trimmer line			21.99	0.00	
	10-18-4300					408186-1 bushing, nipple, rings, flange			46.70	0.00	
	10-18-4300					708122-1 thermostat			37.22	0.00	
									<u>123.58</u>	<u>0.00</u>	
1258	<b>BUMPER TO BUMPER AUTO PARTS</b>										
47656	10/6/2011	10/6/2011		4.37			9/13/2011	8207		Posted	
	53-43-4310					560918 FUEL LINE HOSE			2.88	0.00	
	53-43-4310					561510 SIDE TERMINAL BTRY BOLT			1.49	0.00	
									<u>4.37</u>	<u>0.00</u>	
47675	10/6/2011	10/6/2011		214.57	561037		9/14/2011	8460		Posted	
	52-43-4310					RADIATOR			214.57	0.00	
47718	10/6/2011	10/6/2011		23.45	561802			8191		Posted	
	53-43-4310					oil filters			23.45	0.00	
47721	10/6/2011	10/6/2011		9.09	560914		9/13/1991	7926		Posted	
	10-13-4310					oil filters			9.09	0.00	
47730	10/6/2011	10/6/2011		1.14	561137		9/15/2011	8467		Posted	
	51-43-6000					2 jar teflon tape			1.14	0.00	
47739	10/6/2011	10/6/2011		17.30	561388		9/19/2011	8473		Posted	
	52-43-6000					oil dri			17.30	0.00	
47775	10/6/2011	10/6/2011		13.64			9/16/2011	8390		Posted	
	10-18-4310					561253 brake fluid			5.56	0.00	
	10-19-4300					561381 belts for HVAC- daycare			8.08	0.00	
									<u>13.64</u>	<u>0.00</u>	
2348	<b>BUSINESS RADIO LICENSING</b>										
47687	10/6/2011	10/6/2011		110.00			9/12/2011	9449		Posted	
	53-43-3000					Business radio license for: WNSP915			110.00	0.00	
5001	<b>C &amp; H DISTRIBUTORS LLC</b>										
47651	10/6/2011	10/6/2011		321.41	10945068		8/31/2011	9020		Posted	
	53-41-6000					oil pads & rolls			321.41	0.00	
47757	10/6/2011	10/6/2011		194.14	10946268		9/6/2011	9029		Posted	
	53-41-4360					floor mats			194.14	0.00	
124	<b>CARRICO IMPLEMENT</b>										
47669	10/6/2011	10/6/2011		68.53	IA83616		9/15/2011	8458		Posted	
	52-43-4310					OIL FILTER			68.53	0.00	
47749	10/6/2011	10/6/2011		77.18	IA83318		9/13/2011	9027		Posted	
	53-41-6000					rubber inter cooler hose for eng #7			77.18	0.00	
47774	10/6/2011	10/6/2011		156.03			9/27/2011	8389		Posted	
	10-19-4330					IA85296 hyd hose			97.71	0.00	
	10-18-4330					IA85414 arm			58.32	0.00	
									<u>156.03</u>	<u>0.00</u>	
126	<b>CATLIN'S FRIENDLY IGA</b>										
47660	10/6/2011	10/6/2011		1.92	2862		9/14/2011	8463		Posted	
	52-43-6000					2 GALS DISTILLED WATER			1.92	0.00	
47763	10/6/2011	10/6/2011		59.32	7805		9/28/2011	8144		Posted	
	10-15-6000					toilet paper & paper towels			59.32	0.00	
142	<b>CHAMBER OF COMMERCE</b>										
47779	10/6/2011	10/6/2011		50.00	1351		9/21/2011	8393		Posted	
	10-17-6800					Chamber bucks for PRU Instructors			50.00	0.00	
1601	<b>COLE PALMER INSTRUMENT CO</b>										
47735	10/6/2011	10/6/2011		161.92	7936599		9/15/2011	7825		Posted	
	52-41-4360					tygon tubing for mono belt injection systerr			161.92	0.00	
2395	<b>CORRPRO COMPANIES</b>										
47686	10/6/2011	10/6/2011		303.89	1164786		9/8/2011	9018		Posted	
	53-41-6000					6 zinc anodes			303.89	0.00	
2397	<b>DESIGN CENTRAL</b>										
47784	10/6/2011	10/6/2011		21,760.90	29495/29498		8/31/2011	9458		Posted	
	34-00-6110					29498 blinds & installation			788.60	0.00	
	34-00-6110					29495 office furnishings			20,972.30	0.00	
									<u>21,760.90</u>	<u>0.00</u>	

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1903	<b>DIGITAL ALLY INC (continued)</b>										
47723	10/6/2011	10/6/2011	85.00	1041707	9/2/2011	7924			Posted		
	10-13-4340			wireless microphone & freight				85.00	0.00		
222	<b>FARMWAY COOP</b>										
47646	10/6/2011	10/6/2011	78.72	Q97792	8/29/2011	9437			Posted		
	10-14-6260			Fuel for fire truck, 23 gals				78.72	0.00		
387	<b>FLEX ONE-AFLAC</b>										
47693	10/6/2011	10/6/2011	110.00	925734-ER	9/8/2011	9443			Posted		
	10-11-3000			Flexone/AFLAC benefits				110.00	0.00		
427	<b>FOLEY EQUIPMENT INC</b>										
47738	10/6/2011	10/6/2011	34.70	PCSL0973391	9/21/2011	8472			Posted		
	52-43-4310			filters & freight				34.70	0.00		
249	<b>GANTENBEIN AND ODLE</b>										
47692	10/6/2011	10/6/2011	1,112.50	12795	9/20/2011	9444			Posted		
	10-22-3000			Airport legal service fees				1,112.50	0.00		
1279	<b>HD SUPPLY WATERWORKS, LTD</b>										
47746	10/6/2011	10/6/2011	340.00	3385726	9/2/2011	8469			Posted		
	51-43-3000			Propagation Study				113.33	0.00		
	52-43-3000			Propagation Study				113.33	0.00		
	53-43-3000			Propagation Study				113.34	0.00		
								<u>340.00</u>	<u>0.00</u>		
2220	<b>INTERNET CORPORATION LISTING SERVICE</b>										
47682	10/6/2011	10/6/2011	65.00	EA093937	10/1/2011	9419			Posted		
	10-11-3000			Annual website search engine listing				65.00	0.00		
332	<b>JAMES CLOTHING</b>										
47754	10/6/2011	10/6/2011	107.80	49	9/16/2011	9420			Posted		
	53-41-2911			jeans for new employee				107.80	0.00		
2394	<b>JEWELL COUNTY HOSPITAL</b>										
47685	10/6/2011	10/6/2011	117.55	1968585	9/13/2011	9428			Posted		
	53-41-3000			R Lawson employment physical				117.55	0.00		
357	<b>KANSAS DEPARMENT OF REVENUE-WPF</b>										
47743	10/6/2011	10/6/2011	3,386.57		9/30/2011	9474			Posted		
	51-00-2075			Quarterly water protection fee: July, Aug, S				1,747.91	0.00		
	51-41-5995			Quarterly water protection fee: July, Aug, S				1,638.66	0.00		
								<u>3,386.57</u>	<u>0.00</u>		
368	<b>KANSAS GAS SERVICE</b>										
47755	10/6/2011	10/6/2011	277.60	051-11503	9/14/2011	8464			Posted		
	51-43-3700			repair gas line at 802 W Main				277.60	0.00		
1887	<b>KMEA GRDA OPERATING FUND</b>										
47681	10/6/2011	10/6/2011	58,401.76	GRDA-BE-11-10	9/13/2011	9011			Posted		
	53-41-6220			GRDA supply project bill for Oct 2011				58,401.76	0.00		
2140	<b>KMEA RESERVE FUND</b>										
47776	10/6/2011	10/6/2011	262.00	RNS-BE-11-02	7/13/2011	9036			Posted		
	53-41-3000			Fiscal Fitness program				262.00	0.00		
395	<b>KRIZ-DAVIS CO</b>										
47647	10/6/2011	10/6/2011	15.23	S100229557.004	8/31/2011	9017			Posted		
	53-41-6000			mini base light bulbs				15.23	0.00		
2264	<b>KVSV</b>										
47724	10/6/2011	10/6/2011	350.00	51-00011-0000	8/31/2011	7923			Posted		
	10-13-5400			Chief of Police radio ads				350.00	0.00		
1037	<b>LATTIN AVIATION-TRAVIS LATTIN</b>										
47662	10/6/2011	10/6/2011	1,000.00		10/1/2011	9432			Posted		
	10-22-3000			OCT 2011 SERVICE CONTRACT FOR ALL				1,000.00	0.00		
188	<b>LAWSON PRODUCTS INC</b>										
47652	10/6/2011	10/6/2011	98.88	9300077265	8/31/2011	9021			Posted		
	53-41-6000			case of carb cleaner				98.88	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>
188	<b>LAWSON PRODUCTS INC (continued)</b>									
47657		10/6/2011	10/6/2011	207.75	9300109522	9/22/1974	8206			Posted
			51-43-6000			WHITE MARKING FLAGS			68.55	0.00
			52-43-6000			WHITE MARKING FLAGS			68.55	0.00
			53-43-6000			WHITE MARKING FLAGS			70.65	0.00
									207.75	0.00
47744		10/6/2011	10/6/2011	276.49	9300137645	9/21/2011	8476			Posted
			51-43-6000			1000 green/black marking flags			91.24	0.00
			52-43-6000			1000 green/black marking flags			91.24	0.00
			53-43-6000			1000 green/black marking flags			94.01	0.00
									276.49	0.00
405	<b>LEAGUE OF KS MUNICIPALITIES</b>									
47680		10/6/2011	10/6/2011	65.00	11-1961	9/1/2011	9013			Posted
			53-41-5400			KGJ/web ad for power plant operator			65.00	0.00
409	<b>LIGHT &amp; WATER UTILITIES</b>									
47772		10/6/2011	10/6/2011	33,184.42		9/30/2011	9456			Posted
			10-11-6220			ADMIN			3,015.68	0.00
			10-11-6220			ADMIN			10.42	0.00
			10-14-6220			LIGHTS & WATER			352.81	0.00
			10-15-6220			LIGHTS & WATER			491.23	0.00
			10-18-6220			LIGHTS & WATER			7,877.76	0.00
			10-20-6220			LIGHTS & WATER			151.39	0.00
			10-21-6220			LIGHTS & WATER			10.55	0.00
			10-22-6220			LIGHTS & WATER			290.41	0.00
			51-41-6220			LIGHTS & WATER			4,949.13	0.00
			52-41-6220			LIGHTS & WATER			8,002.84	0.00
			53-41-6220			LIGHTS & WATER			61.60	0.00
			53-43-6220			LIGHTS & WATER			764.23	0.00
			53-43-6220			LIGHTS & WATER			40.81	0.00
			51-43-6220			LIGHTS & WATER			169.84	0.00
			52-43-6220			LIGHTS & WATER			10.55	0.00
			10-19-6220			LIGHTS & WATER			6,964.33	0.00
			10-13-6220			LIGHTS & WATER			10.42	0.00
			51-41-6220			LIGHTS & WATER			10.42	0.00
									33,184.42	0.00
426	<b>CRAIG MARCOTTE</b>									
47695		10/6/2011	10/6/2011	103.35	262771	9/27/2011	9451			Posted
			10-11-6600			September mowing			103.35	0.00
424	<b>MCHENRY ELECTRIC &amp; SUPPLY</b>									
47780		10/6/2011	10/6/2011	38.75	4392	9/15/2011	8394			Posted
			10-18-4330			chain saw chains & sharpening			38.75	0.00
2396	<b>METROTEL CORP</b>									
47771		10/6/2011	10/6/2011	57.00	012687	9/26/2011	8190			Posted
			53-43-3000			CABLE HOUND PROBE			57.00	0.00
462	<b>MITCHELL COUNTY CLERK</b>									
47678		10/6/2011	10/6/2011	21,840.17		9/21/2011	9441			Posted
			30-00-3000			19% of Heineken Electric			919.26	0.00
			30-00-3000			19% Harbin Construction			20,920.91	0.00
									21,840.17	0.00
470	<b>MITCHELL COUNTY SOLID WASTE</b>									
47734		10/6/2011	10/6/2011	8.00	02473	9/23/2011	7826			Posted
			52-41-3000			disposal of screenings			8.00	0.00
47750		10/6/2011	10/6/2011	8.00	02449	8/31/2011	9026			Posted
			53-41-6000			dump disposal fees			8.00	0.00
47778		10/6/2011	10/6/2011	10.50	16835	9/14/2011	8392			Posted
			10-21-4300			pool demo disposal for sheetrock			10.50	0.00
498	<b>NATIONAL SIGN COMPANY</b>									
47764		10/6/2011	10/6/2011	92.27	161089	9/22/2011	8140			Posted
			25-00-6000			30 Min Parking signs			92.27	0.00
827	<b>NETWORKS PLUS</b>									
47676		10/6/2011	10/6/2011	265.00	92357	9/15/2011	9418			Posted
			10-11-3360			SERVICE CONTRACT			265.00	0.00

# Accounts Payable Detail Listing

City of Beloit

<b>Vend# Vendor Name</b>		<b>Pay#</b>	<b>Post Date</b>	<b>Due Date</b>	<b>Amount</b>	<b>Invoice</b>	<b>Date</b>	<b>PO#</b>	<b>Date</b>	<b>Status</b>
	<b>Account#</b>	<b>Work Order</b>			<b>Description</b>				<b>Debit</b>	<b>Credit</b>
<b>827 NETWORKS PLUS (continued)</b>										
47720	10/6/2011	10/6/2011	625.50		8/31/2011	7928				Posted
	10-13-3360				#92315 server/network in house				72.50	0.00
	10-13-3360				#92358 service contract				265.00	0.00
	10-13-3360				#92442 NP system shield subscription				288.00	0.00
									625.50	0.00
<b>1135 PAVING MAINTENANCE SUPPLY</b>										
47765	10/6/2011	10/6/2011	4,401.63	i0099196	9/15/2011	8139				Posted
	25-00-6090				crack sealant				4,401.63	0.00
<b>517 PDQ EMERGENCY PRODUCTS</b>										
47722	10/6/2011	10/6/2011	134.09	15347	9/8/2011	7925				Posted
	10-13-2911				Shirt badges for Stocker Memorial plaque				134.09	0.00
<b>527 PIERCE ELECTRONICS</b>										
47661	10/6/2011	10/6/2011	88.00	25751	9/15/2011	8461				Posted
	52-43-4360				SERVICE CALL, RESOLDER LIFT ARM C				88.00	0.00
<b>530 PITNEY BOWES</b>										
47667	10/6/2011	10/6/2011	241.00	3848488-SP11	9/13/2011	9422				Posted
	10-11-3000				MAILING SYSTEM LEASE				241.00	0.00
<b>1155 PLUM CREEK RESTAURANT, LLC</b>										
47758	10/6/2011	10/6/2011	200.00	363	9/22/2011	9030				Posted
	53-41-3000				25 meals for EMP2 Meeting				200.00	0.00
<b>478 POWERPLAN</b>										
47732	10/6/2011	10/6/2011	1,827.88	0310957	9/20/2011	8470				Posted
	51-43-4330				Engine control, labor & services				1,827.88	0.00
<b>1263 PRAIRE FIRE COFFEE ROASTERS</b>										
47715	10/6/2011	10/6/2011	146.50	350630	9/29/2011	9452				Posted
	10-11-6000				3 boxes coffee packs				146.50	0.00
47729	10/6/2011	10/6/2011	43.09	346264	9/15/2011	8466				Posted
	51-43-6000				1 box coffee packs				14.21	0.00
	52-43-6000				1 box coffee packs				14.21	0.00
	53-43-6000				1 box coffee packs				14.67	0.00
									43.09	0.00
47766	10/6/2011	10/6/2011	75.80	346271	9/29/2011	8143				Posted
	10-15-6000				coffee				75.80	0.00
<b>586 S &amp; S DRUG STORE</b>										
47658	10/6/2011	10/6/2011	4.98	1156336	9/22/2011	9435				Posted
	10-11-6000				GREETING CARDS				4.98	0.00
<b>582 SALINA SUPPLY COMPANY</b>										
47649	10/6/2011	10/6/2011	614.88		8/30/2011	9016				Posted
	53-41-4360				#1084000 ball valves, nipples				458.78	0.00
	53-41-4360				#1083842 PVC flanges, brass nipples				156.10	0.00
									614.88	0.00
47760	10/6/2011	10/6/2011	49.62		9/8/2011	9033				Posted
	53-41-4360				1084795 brass nipples				23.32	0.00
	53-41-4360				1084537 black nipples				26.30	0.00
									49.62	0.00
<b>607 SHAMBURG OIL COMPANY</b>										
47668	10/6/2011	10/6/2011	208.00	287148	9/9/2011	8457				Posted
	52-43-6270				CLEAR DIESEL FOR GUZZLER TRUCK				208.00	0.00
47672	10/6/2011	10/6/2011	508.53		9/23/2011	8202				Posted
	53-43-6270				#288411 DIESEL				120.42	0.00
	53-43-6270				#288407 DIESEL				135.02	0.00
	53-43-6270				#288841 DIESEL				124.07	0.00
	53-43-6270				#281440 DIESEL				129.02	0.00
									508.53	0.00
47679	10/6/2011	10/6/2011	1,002.88		5/12/2011	9440				Posted
	10-13-6140				#173951 Tires for Durango				482.76	0.00
	10-13-6140				#173919 Tires for Expedition				520.12	0.00
									1,002.88	0.00
47728	10/6/2011	10/6/2011	112.08	288020	9/23/2011	8465				Posted
	51-43-6270				clear diesel				112.08	0.00



# Accounts Payable Detail Listing

City of Beloit

<b>Vend#</b>	<b>Vendor Name</b>									
<b>Pay#</b>	<b>Post Date</b>	<b>Due Date</b>	<b>Amount</b>	<b>Invoice</b>	<b>Date</b>	<b>PO#</b>	<b>Date</b>	<b>Status</b>	<b>Debit</b>	<b>Credit</b>
	<b>Account#</b>	<b>Work Order</b>	<b>Description</b>							
2067	<b>VERIZON WIRELESS (continued)</b>									
47689	10/6/2011	10/6/2011	112.72	2630554971	9/16/2011	9447		Posted		
	53-43-5310			systems wireless phone service			74.63		0.00	
	51-43-5310			systems wireless phone service			26.66		0.00	
	52-43-5310			systems wireless phone service			11.43		0.00	
							112.72		0.00	
47690	10/6/2011	10/6/2011	129.89	2630218891	9/16/2011	9446		Posted		
	10-11-5310			Admin wireless phones			100.44		0.00	
	10-20-5310			Cemetery wireless phones			29.45		0.00	
							129.89		0.00	
47691	10/6/2011	10/6/2011	41.32	2630641348	9/16/2011	9445		Posted		
	53-41-5310			Powerplant stand-by phone			41.32		0.00	
47719	10/6/2011	10/6/2011	564.47	2631455435	9/18/2011	7927		Posted		
	10-13-5310			PD wireless bill			564.47		0.00	
47770	10/6/2011	10/6/2011	107.52	2633329365	9/22/2011	9457		Posted		
	26-00-5310			Economic Develop wireless			107.52		0.00	
706	<b>VERMEER GREAT PLAINS, INC</b>									
47655	10/6/2011	10/6/2011	2,534.30	02027600	9/16/2011	8208		Posted		
	53-43-4330			TRENCHER REPAIR			2,534.30		0.00	
721	<b>WATER PRODUCTS OF OKLAHOMA</b>									
47745	10/6/2011	10/6/2011	514.08	0879393-IN	9/12/2011	8468		Posted		
	51-43-8100			repair clamps, anchor plugs, 6" grap			514.08		0.00	
722	<b>WATTS AND SON</b>									
47759	10/6/2011	10/6/2011	50.00	2388	9/12/2011	9031		Posted		
	53-41-4360			reset pressure switch on air dryer			50.00		0.00	
47777	10/6/2011	10/6/2011	901.05		9/16/2011	8391		Posted		
	10-18-4300			2427 pair of sink stems			14.00		0.00	
	10-18-4300			2393 fam motor			273.55		0.00	
	10-19-4300			2389 repair HVAC at daycare			613.50		0.00	
							901.05		0.00	
734	<b>WESCO RECEIVABLES CORP</b>									
47674	10/6/2011	10/6/2011	32.18	1063636	9/7/2011	8211		Posted		
	53-43-8300			INTEREST FROM 05521			32.18		0.00	
1649	<b>WILLOW SPRINGS SERVICES INC</b>									
47769	10/6/2011	10/6/2011	135.25	10170	9/19/2011	8142		Posted		
	10-22-7200			unplugged floor drain @ airport			135.25		0.00	
1035	<b>BRUCE WILSON</b>									
47648	10/6/2011	10/6/2011	90.00		9/21/2011	9436		Posted		
	10-11-3000			Bank reconciliation/journal entry May 2011			90.00		0.00	
			211,457.12	126 Non-voided payables listed.						

Report Setup  
 AP - Accounts Payable Listing : Vendor Name  
 Filter Options  
 Starting: 10/6/2011  
 Ending: 10/6/2011  
 Banks: All  
 Payable Status: Posted, Printed, ACH, Recorded, Voided  
 All Vendors Selected

## REQUEST FOR COUNCIL ACTION

<b>DATE:</b>	<b>TITLE:</b>
October 4, 2011	RESOLUTION NO. 8-2011 AMENDING AND SUPPLEMENTING RESOLUTION 2-2011
<b>ORIGINATING DEPARTMENT:</b>	<b>TYPE OF ACTION:</b> <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION
Administration	<input type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

### RECOMMENDATION:

I recommend that the Council approve Resolution No. 8-2011.

### FISCAL NOTE:

- There is no direct cost associated with approval of this item.

### DISCUSSION:

Passing this resolution sets the fee schedule for rental property inspections charged by the city.

Respectfully submitted,

Glenn Rodden  
City Administrator

**RESOLUTION NO. 8-2011**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELOIT  
AMENDING AND SUPPLEMENTING THE 2011 FEE SCHEDULE  
ADOPTED IN RESOLUTION NO. 2011-2.**

**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, however, certain fees need to be amended and supplemented;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Beloit that, effective  
October 4, 2011 the following fees shall be added to the fee schedule as follows:

General Topic	Specific Topic	2011 Fees
<b>Administration</b>		
Minimum Housing	Rental Registration	1-3 rental units - \$10 4-10 rental units - \$15 11+ rental units - \$20 Reinspection fee - \$20

**PASSED AND ADOPTED** at a regular meeting of the Governing Body of the City of Beloit and  
signed by the Mayor this 4<sup>th</sup> day of October, 2011.

\_\_\_\_\_  
Rebecca Koster, Mayor

ATTEST:

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



## REQUEST FOR COUNCIL ACTION

<b>DATE:</b>	<b>TITLE:</b>
October 4, 2011	EPA EMISSION TESTING BID
<b>ORIGINATING DEPARTMENT:</b>	<b>TYPE OF ACTION:</b> <input type="checkbox"/> <b>ORDINANCE</b> <input type="checkbox"/> <b>RESOLUTION</b>
POWER PLANT	<input checked="" type="checkbox"/> <b>FORMAL ACTION</b> <input type="checkbox"/> <b>OTHER</b>

### RECOMMENDATION:

I recommend that the Council approve the bid from Burns & McDonnell Company.

### FISCAL NOTE:

- The cost of this item is \$12,950.00
- Funding for this type of item is available in line item 53-41-4360 (Power Plant – Plant Equipment Repair)

### BIDS RECEIVED:

<u>COMPANY</u>	<u>PRICE</u>
Burns & McDonnell	\$12,950.00
Air Source Technologies	Incomplete Quote

### DISCUSSION:

Respectfully submitted,

Glenn Rodden  
City Administrator

City Of Beloit Power Plant  
215 South Chestnut ST.  
Beloit, Kansas 67420



Tel No (785) 738-5121  
Fax No (785) 738-6401

**To: Glenn Rodden & Beloit City Council**  
**From: Henry Eilert, Power Plant Operations Foreman**  
**Subject: EPA Emission Testing For the PSD Permit for Engine #7.**

---

Glenn back in August-29<sup>th</sup> 1983 Beloit had a PSD Performance test done on Engine #7 here at the power plant. The purpose of the test was to determine the NOx emission rates for this unit; this testing was done in accordance with the United States Environmental Protection Agency reference Method-20, as published in 40 CFR, Part 60, dated July-1, 1980 and subpart FF-Standards of Performance for Stationary Internal Combustion Engines, as well as any subsequent revisions that apply. So with that being said any Internal Combustion engine Installed in 1980 or after will need to have a PSD Performance test done. This testing was done by Burns & McDonnell Engineering Company on August-29-1983.

At the time this test was done back in 1983 engine #7 had some issues with the turbocharger and with and bearings going bad on this engine so the testing was never done at full load. So the parameters of are PSD permit were for that load at the time, and now that we can load the engine to full load we are running higher temperatures on the air manifold of this engine which is higher than what are current PSD Permit requires. So in August at are Annual Compliance Inspection for are class I Operating permit and PSD Permit , they asked to see are Current PSD permit and plant logs for this engine. And at that time they informed me that we were no longer in compliance with the old PSD permit do to the increased temperatures on this engine, and to come back into compliance we would need to have another PSD performance test done on this engine at full load that we normally run.

They also informed me that our operating permit gets renewed every five years so in the year 2015 we will need to renew are operating permit, and with the changes to the permit in 2015 they will require that we run a new PSD performance test on this unit every five years or when we renew are operating permit. So to get back into compliance with KDHE I have requested bids from three different places, and have received two back at this time one from Burns & McDonnell and one from Air Source Technologies but the one from Air Source Technologies was not complete and did not have everything that KDHE required, so I would like to recommend that we go with Burns & McDonnell Company for a price of \$12,950.00 to do the testing for us they were the ones that did the testing back in 1983 and they know what we need to test for. It is very important that we move very fast to get this problem corrected and to get back into compliance with KDHE.

Thank you very much for your consideration on this matter.

Henry Eilert  
Power Plant: Operations Foreman.

Ronnie Sporleder  
Director of Electric Operations

COPY



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August 31, 2011

Mr. Henry Eilert  
City of Beloit, Kansas  
Municipal Electric Station  
215 S. Chestnut  
Beloit, KS 67420

Source Emission Testing  
Unit No 7 6000 kW Diesel Engine Generator

Dear Mr. Eilert:

We are pleased to provide this proposal for source emission testing services which you requested in your phone call last week.

Project

Perform source emission testing on the 6000 kW Diesel Generator at the Beloit Municipal Electric Station in Beloit, KS. Testing will be performed for nitrogen oxides to show compliance with the requirements of Subpart FF and your Title V Permit.

Scope of Services

The following is our understanding of the Scope of Services to be provided by Burns & McDonnell. The testing will be performed in accordance with the following:

1. Compile a Test Protocol for submission to the regulatory agency for the testing to be performed.
2. Perform a stratification test as required in Method 7E of 40CFR, Part 60 Appendix B. The data from the stratification test will be used to determine the actual sample points used during the test.
3. Perform emission testing for nitrogen oxides and oxygen on the outlet of the diesel generator. The testing will be performed in accordance with Methods 3A and 20 as published in 40CFR, Part 60, Appendix B. Testing will be performed at four unit load points as required in Method 20. These will be Maximum, Minimum and 2 intermediate points. Three 21 minute test runs will be performed at each load point. The nitrogen oxide concentrations will be reported corrected to 15 % Oxygen. The testing will be performed over two days, one day for each fuel.
4. A two man test crew will be used to complete the testing, We will travel to Beloit , set up and perform preliminary QA requirements the day prior to the actual test.
5. A bound report giving data, worksheets, analysis, computation, etc., covering the tests performed will be compiled. Five copies will be supplied.



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Mr. Henry Eilert  
August 31, 2011  
Page 2

Services Rendered by City of Beloit

1. City of Beloit shall provide scaffolding, platforms with handrails, ladders, etc., to furnish access to the test ports and allow adequate space for test equipment and test personnel to conduct the tests. The scaffolding, platforms with handrails, ladders, etc., must meet OSHA safety requirements and standards.
2. City of Beloit will maintain equipment for the duration of the test. If the test is interrupted due to City of Beloit's inability to maintain load or due to inclement weather, City of Beloit will issue prompt instructions to Burns & McDonnell as to when the testing may be resumed or when the test will be rescheduled.
3. City of Beloit will provide appropriate electrical service and connectors for the test equipment. The test equipment requires three-prong, grounded, 120-volt household connectors. The source should provide electrical power to supply two 20-amp, 120-volt services at each location without reducing the voltage below 100 volts with 20 amps on each of the terminals. If Burns & McDonnell's CEM trailer is used, it requires a 240 or 480 volt, single-phase service.
4. If Burns & McDonnell cannot open or clean the test ports after a reasonable effort, City of Beloit will provide someone to open and clean the test ports.
5. City of Beloit will take and supply operational data to Burns & McDonnell for each test run.

**COMPENSATION**

1. **Amount of Payment:**  
For the Scope of Services described herein, City of Beloit shall pay Burns & McDonnell the lump sum amount of \$12,950.00.

No allowance for inclement weather, plant-related delays, or postponements by City of Beloit has been included in the fee for the testing program. At City of Beloit's option, Burns & McDonnell's personnel will remain on site and City of Beloit will be billed at the rate of \$100.00 per man-hour for the people present at the time of the delay until the testing is resumed. For delays that result in an extra day at the plant site, an additional day's living expense of \$120.00 per man will be charged. If, at City of Beloit's option, Burns & McDonnell's personnel return to Kansas City, City of Beloit will be billed for travel expenses to and from job site.



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Mr. Henry Eilert  
August 31, 2011  
Page 3

The compensation payable by City of Beloit to the Testing Contractor for rendering additional services as may be required and mutually agreed upon shall be the sum of the amounts determined as follows:

- A. Labor at \$100.00 per man-hour.
- B. Expenses incurred in the service of City of Beloit, such as commercial laboratory services, authorized travel and subsistence, and automobile rental, at Burns & McDonnell's net cost plus ten percent.
- C. Charges for services rendered by others, such as field surveys and special consultants, when provided as a subcontractor to Burns & McDonnell, at net cost plus ten percent.
- D. Charges for reproduction, printing and high-speed computer, long-distance telephone calls, and use of the Contractor's automobiles and vehicles at Burns & McDonnell's schedule of rates current at the time the service is provided.
- E. Equipment rental at the rates set forth in the schedule attached hereto.

2. Statements:

Monthly statements, in Burns & McDonnell's standard format, will be submitted by Burns & McDonnell to City of Beloit. Statements will be based on Burns & McDonnell's estimated percent of services completed at the end of the preceding month.

General Considerations

**LATE NOTICE CHARGE**

If prior to Burns & McDonnell's commencement of services under this Agreement, City of Beloit either terminates this Agreement or postpones Burns & McDonnell's performance of services, but does not serve notice of such termination or postponement until within one week of the date Burns & McDonnell is scheduled to commence its services, City of Beloit shall pay Burns & McDonnell in addition to other compensation, if any, due or to become due to Burns & McDonnell, a late notice charge equal to 10 percent of Burns & McDonnell's fee as stated above in the compensation section. If City of Beloit does not serve notice of such termination or postponement until within 24 hours of the time Burns & McDonnell is scheduled to commence its services, City of Beloit shall pay Burns & McDonnell in addition to other compensation, if any, due or to become due Burns & McDonnell, a late notice charge equal to 25 percent of Burns & McDonnell's fees as stated herein.

The attached Terms and Conditions for Professional Services are incorporated in and made a part of this Agreement.



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Mr. Henry Eilert  
August 31, 2011  
Page 4

This Agreement becomes effective when signed by both parties and can be amended only by written authorization signed by both City of Beloit and the President or a Vice President of Burns & McDonnell.

If this proposal is satisfactory, please have an appropriate City of Beloit official sign, date and include your Purchase Order to this document and return one signed copy to us to effect an Agreement.

We appreciate the opportunity to serve City of Beloit. If you have any questions regarding this proposal, please contact Mr. Joel Iserman at 816/822-3458 or by email [jiserma@burnsmcd.com](mailto:jiserma@burnsmcd.com).

Sincerely,

BURNS & McDONNELL ENGINEERING CO., INC.

A handwritten signature in cursive script, appearing to read "Joel R. Iserman".

Joel R. Iserman  
Source Emission Testing  
Department Manager

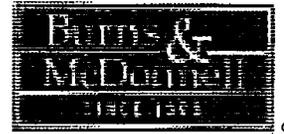
City of Beloit, Kansas

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Purchase Order)



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Mr. Henry Eilert  
August 31, 2011  
Page 5

SCHEDULE of EQUIPMENT RATES

USEPA Method 2 Train	\$ 25/day/unit
USEPA Method 3 Train	\$ 25/day/unit
USEPA Method 3A Train	\$125/day/unit
USEPA Method 4 Train	\$ 75/day/unit
USEPA Method 5 Train	\$ 75/day/unit
USEPA Method 6C Train	\$125/day/unit
USEPA Method 7E Train	\$125/day/unit
USEPA Method 10 Train	\$125/day/unit
USEPA Method 17 Train	\$ 75/day/unit
USEPA Method 25A Train	\$125/day/unit
Calibration Gas	\$ 35/day/cylinder
Equipment Vehicle	\$ 107/day plus \$0.32/mile
Automobiles (company)	\$ 55/day plus \$0.24/mile
Automobiles (personal)	\$0.55/mile

**BURNS & MCDONNELL ENGINEERING COMPANY, INC.**  
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Project: SOURCE EMISSION TESTING

Date of Letter, Proposal or Agreement: 8/31/11

Client: CITY OF BELOIT, KANSAS

Client Signature: \_\_\_\_\_

**1. SCOPE OF SERVICES**

For the above-referenced Project, Burns & McDonnell Engineering Company, Inc. ("BMCD") will perform the services set forth in the above-referenced Letter, Proposal or Agreement, in accordance with these Terms and Conditions. BMCD has relied upon the information provided by Client in the preparation of the Proposal, and shall rely on the information provided by or through Client during the execution of this Project as complete and accurate without independent verification.

**2. PAYMENTS TO BMCD**

A. Compensation will be as stated in the above-referenced Letter, Proposal or Agreement. Statements will be in BMCD's standard format and are payable upon receipt. Time is of the essence in payment of statements, and timely payment is a material part of the consideration of this Agreement. A late payment charge will be added to all amounts not paid within 30 days of statement date and shall be calculated at 1.5 percent per month from statement date. Client shall reimburse any costs incurred by BMCD in collecting any delinquent amount, including reasonable attorney's fees. If a portion of BMCD's statement is disputed, Client shall pay the undisputed portion by the due date. Client shall advise BMCD in writing of the basis for any disputed portion of any statement.

B. Taxes as may be imposed on professional consulting services by state or local authorities shall be in addition to the payment stated in the above-referenced Letter, Proposal or Agreement.

**3. INSURANCE**

A. During the course of performance of its services, BMCD will maintain Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of \$1,000,000 and Commercial General Liability and Automobile Liability insurance each with combined single limits of \$1,000,000.

B. If the Project involves on-site construction, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming Client as a Named Insured and BMCD as an Additional Insured or to endorse Client and BMCD using ISO form CG 20 10 11-85 endorsement or its equivalent as Additional Insureds on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of BMCD in 3 A above. Construction contractors shall be required to provide certificates evidencing such insurance to Client and BMCD. Contractor's compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.

C. Client and BMCD release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of BMCD's services. A provision similar to this shall be incorporated into all construction contracts entered into by Client, and all construction contractors shall be required to provide waivers of subrogation in favor of Client and BMCD for damage covered by any construction contractor's property insurance.

**4. INDEMNIFICATION**

A. To the extent allowed by law, Client will require all construction contractors to indemnify, defend and hold harmless Client and BMCD from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

B. If this Project involves construction and BMCD does not provide consulting services during construction including, but not limited to, on-site monitoring, site visits, site observation, shop drawing review and/or design clarifications, Client agrees to indemnify and hold harmless BMCD from any liability arising from this Project or Agreement, except to the extent caused by BMCD's negligence.

**5. PROFESSIONAL RESPONSIBILITY - LIMITATION OF REMEDIES**

A. BMCD will exercise reasonable skill, care and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If BMCD fails to meet the foregoing standard, BMCD will perform at its own cost, the professional services necessary to correct errors and omissions reported to BMCD in writing within one year from the completion of BMCD's services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.

B. In no event will BMCD be liable for any special, indirect or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Client or for governmental fines or penalties.

C. BMCD's aggregate liability for all damages connected with its services for the Project not excluded by the preceding subparagraph, whether or not covered by BMCD's insurance, will not exceed the greater of \$100,000 or the compensation paid for BMCD's services.

D. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility - Limitation of Remedies, are the sole and exclusive obligations of BMCD and remedies of Client, whether liability of BMCD is based on contract, warranty, strict liability, tort (including negligence), indemnity or otherwise.

**6. PERIOD OF SERVICE AND SCHEDULE**

The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. BMCD's obligation to render services hereunder will extend for a period, which may reasonably be required for the completion of said services. BMCD shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with BMCD's professional responsibility.

**7. COMPUTER PROGRAMS OR MODELS**

Any use, development, modification, or integration by BMCD of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs.

**8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS**

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Client information and convenience only. Such media or transmissions are not to be considered part of BMCD's instruments of service. BMCD, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. BMCD shall not be liable for loss or damage directly or indirectly, arising out of Client's use of electronic media or data transmissions.

**9. DOCUMENTS**

A. All documents prepared by BMCD pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by Client or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by Client or others without written verification, adaptation, and permission by BMCD for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BMCD.

B. In the event that BMCD is to reuse, copy or adapt all or portions of reports, plans or specifications prepared by others, Client represents that Client either possesses or will obtain permission and necessary rights in copyright, patents or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy and efficacy of the information, data, and design provided by or through Client (including prepared for Client by

(continued on reverse side)

others), for which BMCD shall rely on to perform and complete its services.

#### 10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS

Estimates, schedules, forecasts, and projections prepared by BMCD relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on BMCD's experience, qualifications and judgment as a professional. Since BMCD has no control over weather, cost and availability of labor, material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions and other factors affecting such estimates or projections, BMCD does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by BMCD.

#### 11. POLLUTION

In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon BMCD in performing such services, notwithstanding the responsibility of BMCD set forth in Paragraph 5.A; to the maximum extent allowed by law, Client agrees to release, defend, indemnify and hold harmless BMCD and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses, including, but not limited to, claims of Client and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by BMCD's willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of or in any way relating to the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases or any other material, irritant, contaminant or pollutant.

#### 12. ON-SITE SERVICES

A. Project site visits by BMCD during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make BMCD responsible for construction means, methods, techniques, sequences or procedures; for construction safety precautions or programs; or for any construction contractor(s) failure to perform its work in accordance with the contract documents.

B. Client shall disclose to BMCD the location and types of any known or suspected toxic, hazardous or chemical materials or wastes existing on or near the premises upon which work is to be performed by BMCD's employees or subcontractors. If any hazardous wastes not identified by Client are discovered after a Project is undertaken, Client and BMCD agree that the scope of services, schedule and compensation may be adjusted accordingly. Client agrees to release BMCD from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site.

#### 13. CHANGES

Client shall have the right to make changes within the general scope of BMCD's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of Client and BMCD.

#### 14. TERMINATION

Services may be terminated by Client or BMCD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay BMCD all amounts due BMCD for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by BMCD in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid estimated, lump sum, not-to-exceed fee, as applicable.

#### 15. DISPUTES, NEGOTIATIONS, MEDIATION

A. If a dispute arises relating to the performance of the services to be provided and should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney's fees and other related expenses.

B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party facilitated mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association.

C. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date BMCD's services are substantially complete.

#### 16. WITNESS FEES

A. BMCD's employees shall not be retained as expert witnesses, except by separate written agreement.

B. Client agrees to pay BMCD pursuant to BMCD's then current schedule of hourly labor billing rates for time spent by any employee of BMCD responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from BMCD's services under this Agreement.

#### 17. CONTROLLING LAW AND VENUE

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Missouri without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the 16<sup>th</sup> Judicial Circuit Court of Jackson County Missouri, or the United States District Court, Western District of Missouri.

#### 18. RIGHTS AND BENEFITS - NO ASSIGNMENT

BMCD's services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor BMCD shall assign or transfer interest in this Agreement without the written consent of the other.

#### 19. ENTIRE CONTRACT

These Terms and Conditions and the above-referenced Letter, Proposal or Agreement contain the entire agreement between BMCD and Client relative to BMCD's services for the Project herein. All previous or contemporaneous agreements, representations, promises and conditions relating to BMCD's services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Client issues to BMCD a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by BMCD, shall be considered only as an internal document of Client to facilitate administrative requirements of Client's operations.

#### 20. SEVERABILITY

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

- END -

Copy

**Henry Eilert**

**From:** "Javier Ahumada" <JAhumada@kdheks.gov>  
**To:** <beloitpp@nckcn.com>  
**Cc:** "Cheryl Evans" <cevans@kdheks.gov>  
**Sent:** Friday, September 23, 2011 7:57 AM  
**Subject:** RE: Emission Testing On Engine #7  
Henry,

After reading these two proposals, it looks like Burns & McDonnell are proposing to conduct a NOx test consisting of three 21-minute runs at four load levels for a total of twelve 21-minute runs for each fuel (24 runs grand total). AirSource is proposing a NOx and SO<sub>2</sub> test consisting of three 1-hour runs for each fuel (grand total of six runs). So no, these two proposals are not the same at all. I am not 100% sure of this and will ask Cheryl about it next week, but I believe the proposal from B&Mc is what you need to do so you may need to ask AirSource for an updated proposal. Let me talk with Cheryl next week and we'll get back to you. Have a good weekend!

Javier Ahumada  
Environmental Scientist  
Air Compliance and Enforcement  
Bureau of Air - KDHE  
1000 SW Jackson, Suite 310  
Topeka, KS 66612  
785-296-0243  
785-296-7455 fax

Because of this I would like to ask that we go with Burns & McDonnell because they were the ones that did the test back in 1983. We need to move fast on this. To get back I compliance with EPA.

 Please consider the environment before printing this email.

This electronic communication is from the Kansas Department of Health and Environment and may contain information that is confidential, privileged and intended only for the use of the recipient named above. If you are not the intended recipient or the employee or agent responsible for delivering this information to the intended recipient, unauthorized disclosure, copying, distribution or use of the contents of this transmission is strictly prohibited. If you have received this message in error, please notify the sender immediately at the following email address: [jahumada@kdheks.gov](mailto:jahumada@kdheks.gov) or by calling 785-296-0243 and delete the email. Thank you.

**From:** Cheryl Evans  
**Sent:** Thursday, September 22, 2011 6:13 PM  
**To:** Javier Ahumada  
**Subject:** FW: Emission Testing On Engine #7

**From:** beloitpp@nckcn.com [beloitpp@nckcn.com]  
**Sent:** Tuesday, September 20, 2011 9:34 AM  
**To:** Cheryl Evans  
**Subject:** Emission Testing On Engine #7

Cheryl could you please check the wording on these two proposals to let me know that they are talking the same thing here. I think they are but I want to be sure Thanks.  
Henry Eilert. You can Reply back with a E-mail to let me know.

# Proposal Of Services

**Proposal No. 4908**

**Proposal Date: September 19, 2011**

**Prepared for**

Henry Eilert  
Beloit Power Plant  
215 South Chestnut  
Beloit, KS 67420

Office: 515-337-7314  
Fax: 515-337-7247

**Introduction**

Ms. Eilert of Beloit Power Plant (herein referred to as Client) contacted AirSource Technologies, Inc. (herein referred to as AirSource) to request a proposal to provide source testing services at their facility in Beloit, Kansas.

The testing is for Generator #7 outlet stack at the Beloit Power Plant. The test will confirm compliance with the NSPS emission standards for NO<sub>x</sub> and SO<sub>2</sub> at 15% Oxygen. The generator will be operated at four load conditions which include natural gas at a high and low load and fuel oil also at a high and low load.

**Scope of Work**

The following tables outline the sources and scope of testing to be completed.

LOCATION	PARAMETER/METHODOLOGY	SAMPLE COLLECTION
No.7 Generator Outlet	NO <sub>x</sub> and SO <sub>2</sub> 40CFR60 Method 20	Three one-hour test runs per condition. Four conditions.
	O <sub>2</sub> 40CFR60 Method 3A	

**Schedule**

The following schedule is an estimate only, and does not take into account additional time or days that may be required because of unforeseen complications and/or delays.

DAY	TIME	TASK
1	13:00 – 17:00	Arrive at the facility, undergo any required safety training, conduct setup of the test location, and conduct preliminary testing.
2	08:00 – 18:00	Conduct three, one-hour test runs at two load conditions
3	08:00 – 18:00	Conduct three, one-hour test runs at two load conditions; teardown and demobilize
30	-	Final report complete

*Incomplete Quote*

**AirSource Responsibilities**

AirSource will be responsible for the following:

- Providing all equipment and labor necessary to perform sampling and analysis.
- Provide a man lift for accessing the port locations.
- Preparing a comprehensive final report of the test results.

**Client Responsibilities**

Client will be responsible for the following prior to AirSource's arrival on sight:

- Providing safe and stable access to the test locations.
- Installation, loosening of port caps, and removal of test port obstructions.
- Provide adequate electrical supply to the test location(s):  
480 Volt, 20 amp, single phase circuit less than 200' from the test trailer.

During testing, Client will be responsible for the following:

- Monitoring and recording of all process information required for test calculations and production rate documentation.
- Designating a plant employee as a liaison with the test crew.
- Promptly notifying AirSource of any process malfunctions or shutdowns.

**Project Fee**

For performance of the services herein described, Client will pay AirSource the lump sum amount of ..... \$8,370

**Additional Project Fees**

AirSource strives to maintain aggressive pricing; therefore the above quote makes no allowance for unexpected delays and complications. Additional fees applicable as defined in the proposal addendum, and as summarized below, will include:

- additional project materials and crew subsistence charges
- man-hour charges assessed at the following rates:

Project Manager	\$120.00/hr
Instrumentation Operator	\$100.00/hr
Environmental Technician	\$75.00/hr

**Delay, Stand-by, and Scope Change Charges**

Delay charges occur if unexpected delays or complications result in additional project time.

Stand-by charges occur if AirSource is mobilized, but waiting for subsequent day's testing. A minimum eight hour time charge will be assessed for each field day, if AirSource is on stand-by.

Scope change charges occur if changes in the scope of work are requested or prove necessary.

**Term of Validity**

This Proposal is valid for a period of ninety (90) days from the Proposal date.



20505 W. 67<sup>th</sup> St.  
Shawnee, KS 66218

Phone: (913) 422-9001  
Fax: (913) 422-9019

# Professional Services Agreement

**This constitutes an agreement between**

AirSource Technologies, Inc.  
20505 W. 67<sup>th</sup> St.  
Shawnee, KS 66218

Herein referred to as AirSource

**and**

Henry Eilert  
Beloit Power Plant  
215 South Chestnut  
Beloit, KS 67420

Herein referred to as Client,

**for the performance of services as specified in the attached Proposal of Services No. Error! Reference source not found. which is hereby incorporated into this agreement.**

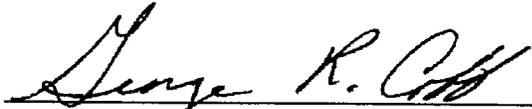
The following are also hereby incorporated into this agreement:

Addendum A - Terms and Conditions, pages 1-2

The return of one signed copy of this document, along with a purchase order or work authorization number, will effect this agreement.

**AirSource**

**Client**

  
George Cobb, Principal

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Purchase Order Number)

# Addendum A – Terms and Conditions

## 1. CONFIDENTIALITY

AirSource will maintain in the strictest confidence any information or documentation obtained during the course of this project. This will include Client identity, process information, blueprints, results of testing, or any other information that Client represents to AirSource as confidential or proprietary.

## 2. PROFESSIONAL RESPONSIBILITY

- A) AirSource will, at its own cost, provide additional services as necessary to correct any errors or omissions that were caused by AirSource's failure to perform in accordance with generally accepted professional standards.
- B) In the event of lost samples or data, either through misplacement, lost shipments, laboratory error, theft, fire or act of God, AirSource will repeat the necessary elements of the project without additional cost to Client.
- C) If, in the aforementioned situations, repeated or additional testing is required, AirSource will not be liable for any additional costs incurred by Client as a result thereof.
- D) AirSource will be responsible to Client for damages caused by negligent conduct while on the project site. In no event will AirSource's liability exceed the Limits of Liability listed in the section titled INSURANCE.
- E) Under no circumstances will AirSource be liable for any indirect or consequential damages. This may include, but is not limited to, loss of production, loss of revenue, loss of profits, and fines or penalties imposed by government agencies.
- F) AirSource will not be liable for any claims of property loss or damage sustained by Client if not reported to AirSource within thirty days of completion of testing.
- G) AirSource will not be liable for any errors or omissions in the reported results if not reported to AirSource within a period of one year from the delivery of the final report.

## 3. INSURANCE

AirSource will maintain the following minimum insurance coverages during the performance of its services:

<u>Coverage</u>	<u>Limits of Liability</u>
Commercial General Liability, Bodily Injury, Property Damage	\$2,000,000
Automobile Liability, Bodily Injury, Property Damage	\$1,000,000
Workers Compensation	Statutory (Kans.)

Certificates of Insurance will be provided upon request.

## 4. POSTPONEMENT

If Client postpones all or part of the contracted services, AirSource reserves the right to charge for current and pending expenditures incurred as of the postponement date. If Client postpones within 7 business days of the scheduled start date, AirSource reserves the right to charge for current and pending expenditures incurred as of the postponement date, plus a penalty of 25 percent of the contract fee for lost-schedule revenues, if such lost-schedule revenues occurred.

If the postponement date is for a period longer than 90 days from the scheduled start date, AirSource reserves the right to adjust project fees, or to cancel all or part of the contracted services and to charge for current and pending expenditures incurred as of the cancellation date.

If a mutually acceptable date for rescheduling cannot be agreed upon, AirSource reserves the right to cancel all or part of the contracted services and to charge for current and pending expenditures incurred as of the cancellation date. Client is subject to terms of Section 2, Cancellation.

## 5. CANCELATION

If Client cancels all or part of the contracted services, AirSource reserves the right to charge for current and pending expenditures incurred as of the cancellation date. If Client cancels within 7 business days of the scheduled start date, AirSource reserves the right to charge for current and pending expenditures incurred as of the cancellation date, plus a penalty of 25 percent of the contract fee for lost-schedule revenues, if such lost-schedule revenues occurred.

# Addendum A – Terms and Conditions

## 6. PROJECT DELAYS AND COMPLICATIONS

Unforeseen factors may result in additional charges. These may include, but are not limited to:

- A) Process malfunction or unavailability.
- B) Failure of Client to remove port caps; obstructed ports.
- C) Problems with electrical supply.
- D) Cyclonic or turbulent flow conditions.
- E) Chemical interferences.
- F) Weather delays. Severe weather conditions, such as electrical storms, high winds, or extreme cold, may require a stoppage of testing.
- G) Problems resulting from incorrect information provided by Client affecting the test project .

Delays not attributable to AirSource will be billed at the rates specified in the Proposal.

If delays not attributable to AirSource extend the project to the extent that conflicts arise with other scheduled projects, AirSource may leave the site and schedule a return trip to complete testing. Client will be responsible for the costs involved with associated demobilization and remobilization.

## 7. INCLEMENT WEATHER

In the event that inclement weather or other acts of God make, in AirSource's opinion, travel to the project site unsafe or impractical, the project will be rescheduled at the earliest possible time mutually acceptable to AirSource and Client. If an acceptable date for rescheduling cannot be agreed upon, Client may cancel this agreement under the conditions stated in the section titled CANCELLATION.

## 8. METHODOLOGY

AirSource will recommend appropriate testing methodology when requested, based on professional knowledge and experience. However, process and chemical interferences, either in the testing or sample analysis, are possible and unpredictable. AirSource makes no guarantee as to the effectiveness of any testing method employed, whether at the request of Client or at the recommendation of AirSource. Failure of the employed methodology, when properly performed, to give accurate or desired results shall not reduce Client's obligations under this agreement.

## 9. PAYMENTS

- H) Invoices to cover initial labor costs will be generated immediately upon completion of the project, up to 40 percent of Proposal, and due within 30 days.
- I) The balance will be billed upon completion of the report and due within 30 days.
- J) When Client is serving as a Primary Contractor with AirSource serving as a Subcontractor, Client will provide payment within 7 days of receiving payment from their respective client.
- K) A late payment charge will be added at the rate of 1.5 percent for each month or fraction thereof that an outstanding balance is due.
- L) AirSource reserves the right to withhold reports until payment is made in full.
- M) Any state or local taxes assessed on the services provided will be in addition to the stated pricing.
- N) AirSource shall be entitled to recover any court costs, legal fee, staff time or other costs incurred in the collection of delinquent accounts.

## 10. MODIFICATION OF AGREEMENT

Modifications to this agreement may be made on mutually acceptable terms by the execution of a Change Order signed by authorized representatives of Client and AirSource.

## REQUEST FOR COUNCIL ACTION

<b>DATE:</b>	<b>TITLE:</b>		
October 4, 2011	RELAY BID		
<b>ORIGINATING DEPARTMENT:</b>	<b>TYPE OF ACTION:</b>	<input type="checkbox"/> <b>ORDINANCE</b>	<input type="checkbox"/> <b>RESOLUTION</b>
POWER PLANT		<input checked="" type="checkbox"/> <b>FORMAL ACTION</b>	<input type="checkbox"/> <b>OTHER</b>

### RECOMMENDATION:

I recommend that the Council approve the bid for a Relay from Mid-States.

### FISCAL NOTE:

- The cost of this item is \$8,330.00
- Funding for this type of item is available in line item 53-41-4360 (Power Plant – Plant Equipment Repair)

### BIDS RECEIVED:

<u>COMPANY</u>	<u>PRICE</u>
Mid-States	\$8,330.00

### DISCUSSION:

Respectfully submitted,

Glenn Rodden  
City Administrator

City Of Beloit Power Plant  
215 South Chestnut ST.  
Beloit, Kansas 67420



Tel No (785) 738-5121  
Fax No (785) 738-6401

**To: Glenn Rodden & Beloit City Council**  
**From: Henry Eilert, Power Plant Operations Foreman**  
**Subject: Schweitzer, SEL751 Relay**

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Glenn we would like to replace some relays on the Sunflower Tie Panel here at the power plant, the relays that we have now when Sunflower Electric calls for us to run and push power to them we have to pull wafer boards out of the relays to disable them in order for us to push power to them. So when we pull the wafer boards the relays are not actually doing what they need to do to protect us from burning things up in case of a power failure. So Mid States Energy Works has suggested that we install (1) Schweitzer SEL751 Relay (1) ABB Test Switch (1) Square D Selector Switch and (2) GE ET16 Pilot Lights. In addition, Mid-States will supply all of the necessary wiring and will program the relay.

The SEL751 is a microprocessor based relay. The microprocessor based relay will allow us to have two sets of settings: one for normal operations and one for times when we need to push power out of the power plant to Sunflower Electric.

The selector switch will allow us to switch between normal settings when we are purchasing power and an alternate set of settings when we generate more power than the city consumes. And also the microprocessor based relay will also keep a history file. This will allow us to record and look at any faults that may have taken place. And it will also tell us what phase the problem was on so we know where to start looking for the problem.

I have only asked for one quote on this project because we always have mid-states do all of our electrical work here at the plant, Mid-States has giving me a quote of \$8,330.00 to do this work here at the power plant.

Thank you very much for your consideration on this matter.

Henry Eilert  
Power Plant Operations Foreman

Ronnie Sporleder  
Director of Electric Operations

April 7, 2011

City of Beloit  
Attn: Henry Eilert  
119 N. Hersey  
Beloit, KS 67420

Ref: Upgrade Tie Relay

Henry,

We appreciate the opportunity to provide you with the following proposal to upgrade the relaying on your utility interconnect.

Mid-States proposes to supply and install (1) Schweitzer, SEL751 relay, (1) ABB test switch, (1) Square D selector switch and (2) GE ET16 pilot lights. In addition, Mid-States will supply all of the necessary wiring and will program the relay.

The SEL751 is a microprocessor based relay. The microprocessor based relay will allow you to have two sets of settings: one for normal operations and one for times when you need to push power out of the City of Beloit. The selector switch will allow you to switch between normal settings when you are purchasing power and an alternate set of settings when you generate more power than the City consumes. The microprocessor based relay will also keep a history file. This will allow you to look at records of faults that have happened in the past and determine the phase on which the fault occurred, the magnitude of the fault current, and the time that the fault occurred. The relay is also capable of recording all three voltages and currents at the time of the fault.

The total cost for this installation would be **\$8,330** plus any applicable taxes.

Please let us know if you have any questions or if we may be of service to you.

As always, we appreciate your business.

Sincerely,

Mid-States Energy Works, Inc.

Mike Schmaderer, P.E.  
President, Mid-States Energy Works, Inc.

## REQUEST FOR COUNCIL ACTION

<b>DATE:</b>	<b>TITLE:</b>		
October 4, 2011	CEMETERY ENDOWMENT FUND		
<b>ORIGINATING DEPARTMENT:</b>	<b>TYPE OF ACTION:</b>	<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 approve the release of funds from the Cemetery Endowment Fund to be invested with Edward Jones.

### FISCAL NOTE:

There is no direct cost for approving the release of funds.

### DISCUSSION:

The Cemetery Endowment Fund board is requesting that we allow the board to invest its funds with the local Edwards Jones office.

Respectfully submitted,

Glenn Rodden  
City Administrator

## REQUEST FOR COUNCIL ACTION

<b>DATE:</b>	<b>TITLE:</b>		
October 4, 2011	Vacant Position		
<b>ORIGINATING DEPARTMENT:</b>	<b>TYPE OF ACTION:</b>	<input type="checkbox"/> <b>ORDINANCE</b>	<input type="checkbox"/> <b>RESOLUTION</b>
POLICE DEPARTMENT		<input checked="" type="checkbox"/> <b>FORMAL ACTION</b>	<input type="checkbox"/> <b>OTHER</b>

### RECOMMENDATION:

I recommend that the Council approve a search for a new police officer.

### FISCAL NOTE:

- There is no direct cost for this action. There will be indirect costs for advertising this position in the local and state media.

### DISCUSSION:

Jay Davis recently resigned from the Beloit Police Department and the chief would like to search for a replacement as soon as possible.

Respectfully submitted,

Glenn Rodden  
City Administrator

# Community Development Report

## September 2011

**North Campus Facility-** The Beloit Planning Commission has approved the Preliminary Plat and John Cashatt is preparing the final document. Two people have expressed interest in the commercial development area and two have developed interest in the residential. The interest in the residential is from groups who would like to purchase as many lots as they can to develop in phases.

**Housing-** Manske & Associates have broken ground for their development at the Ackerman Addition.

We have at least two groups interested in developing housing at the North Camps Development site. I was also contacted by a Realtor with interest in identifying available residential building lots throughout Beloit. This would be for “in-fill” housing development.

**Brownfields Application-** I completed a Brownfields Grant application for the City of Beloit to complete a Phase I and Phase II analysis of the property at 5<sup>th</sup> & Mill Street to determine if there is contamination at that site. If contamination is found there are funds available to assist with correcting any problems found so the property can be developed.

### **Prospective business expansions-**

1. **Project OO-** On August 3<sup>rd</sup> I was contacted by a business person who is working on a large business expansion project. They wanted to discuss City of Beloit Tax Abatement policy versus the Neighborhood Revitalization Program. They are working on a plan and should have something decided in September. **September Update-**This business has met with contractors and received estimates for their expansion.
2. **Project GO-** On June 28, I met with a local business that is looking at adding more employees and possibly a physical expansion of the business. We reviewed new state programs that are available to assist them. **August Update-**They are working on plans to move forward with at least part of this project soon. **September update-**This business is currently advertising for bids.

### **Prospective new business developments-**

1. **Project Buck-**On July 25, I was contacted by a local person who wanted information on state licensing to distribute a new product in Kansas. We contacted the Kansas Department of Agriculture and Kansas Department of Revenue to get them started on what they need to do to license the product in the state of Kansas. August 10, they were still working on their paperwork with the state. **September Update-**This business is now registered with the state and has their tax ID number. They are ready to begin work. **SUCCESS!**
2. **Project Buggy-** On July 18 I was contacted by a business from Salina that was looking for a building in Beloit. We discussed several options and they did meet with one property owner. They have not been able to find what they are looking for yet. They may be able to go in with another person who is planning to put up a building next year. We are continuing to discuss their options. **September Update-**They have been in contact with a local business that is planning to put up a new building this year. They may be able to have space with them.

3. **Project KC-** On July 8 I was contacted by a local person who is interested in starting a new business. They have a specific location in mind and we looked at the building together. No other details are available at this time. **September Update-** Nothing new to report
4. **Project AC-** On July 5, I responded to a request for proposal from the Kansas Department of Commerce for a service related business with a sizable employment projection. I worked with the city to prepare a response and suggested they consider the Administration Building on the North Campus. The proposal is currently under consideration. **September Update-** Nothing new to report
5. **Project Stone-** This business first contacted me over a year ago to express interest in opening a new store in Beloit. Within the past several weeks they have been in Beloit to look for a place to locate a store. They have contacted several property owners but have not found a suitable location at this time. **July Update---** We have an opportunity for this business to possibly purchase a building in downtown Beloit. We are discussing the potential for this opportunity now. **August Update-** I continued discussing building options with this business. They have recently met with a building owner in Beloit. **September Update-** They are continuing to look for a location. They are slowing down their process.
6. **Project Cabinet-** This project first came up about two years ago. It has been discussed back and forth since that time. Last summer we had meetings with staff from NCK Regional Planning Commission to discuss financial assistance for the project. They are looking at 2 to 3 new jobs and a 50,000 s.f. facility. In **May 2011** they began looking at this again and they are looking at two possible locations with much more interest than last year. We hope to meet with them again before the end of the month. **June Update-** Nothing new to report. I have called them a couple of times but have not been able to speak to them. **July Update-** Nothing new to report. Anticipate more information when the North Campus property is available. **August Update-** They are looking at a specific piece of property to purchase and put up a building for their business. At the time of this report no contract has been signed. **September Update-** They have been in contact with Curt Frasier to purchase a property in the Solomon Valley Business Park.
7. **Project Bone-** On April 13 I was contacted by a business owner in a neighboring county. He is interested in finding an office location in Beloit. We discussed several existing buildings that are available. He also asked about building something new on the North Campus property. On **May 10 Update-** this person was in Beloit to look at available buildings. **June Update-** This person is still looking for a location in Beloit. They have looked at several buildings and I have met with them at a couple of buildings. They have made an offer on one building but never heard back from the owner. **July Update-** This person was back on July 11. They have not been able to find a suitable existing building. They are now scouting locations to build what they need to get their business established in Beloit. We looked at several potential building locations and they have contacted several property owners. **August Update-** This person has been back several times. They have switched from looking for an existing building to considering options to put up their own building. They are ready to make an offer on a property at this time. **September Update-** They have purchased the lot at 3<sup>rd</sup> & Mill in Beloit and plan to put a new business at this location. **SUCCESS!**

8. **Project Cart**-Our initial conversation began in December 2010. They picked up in January. This is an existing retail business with multiple locations in north central Kansas. They are considering opening a location in Beloit.. **March Update**-I have made several calls to continue this discussion. They have expressed “some” interest in Beloit. **April**-Nothing new to report **May Update**-I have been told they are going to “test” our local market soon to determine if their business could succeed. **June Update**-They have expressed a very clear interest in coming to Beloit. **July Update**-Nothing new to report. More discussion is expected to take place with the North Campus property becomes available. **August Update**-They continue to express an interest in coming to Beloit. We are trying to work around vacation schedules to meet and look at locations for the business. **September Update**-They are still interested. Still working on a meeting with the business and potential contractors.
9. **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. **June Update**-After nothing new to report for several months I have spoken with the manager of this business. They are still interested in locating in Beloit. They should be better prepared to provide further information in August and more direction will be set in the 4<sup>th</sup> quarter of the year. This project will take a considerable amount of time. **July Update**- I have spoken with the business manager. They had a new opportunity arise recently. They have addressed that opportunity and will be setting their direction for relocating in Beloit in the 3<sup>rd</sup> or 4<sup>th</sup> quarter of this year. **August Update**-We are still on hold and anticipate an update on this project later this year. **September Update**-This business is looking at a new position for their business. This still includes interest in relocating to Beloit.

### **Other Business Activity:**

- Mitchell County has been one of the more successful counties in regard to applications for the ROZ.
- Work continues on the former Todays Office Products building. The Closet will be moving their soon.
- 1<sup>st</sup> National Bank remodeling project has been completed.
- The old lumber yard downtown has been sold at auction.
- SVED has sold two lots in the business park this Summer. Another sale is pending at this time.
- Presented information to the Beloit City Council on the potential to create a Community Improvement District to help pay for infrastructure needs for the North Campus Development
- Have worked with the Small Business Development Center to offer Quickbooks classes for local businesses.
- Have been working with a trail committee that is interested in developing a trail on the North Campus. A second committee is also looking at developing additional trails or walk areas to help connect pathways in the community.
- Have spoken with the Tipton City clerk about meeting with their City Council to discuss the future use of the former Tipton Academy
- Have started working to try and identify vacant homes in Beloit that are not for sale or for rent

**Businesses/Organizations requested information or assistance.**

Current Month    Current YTD    '10 YTD    '09 YTD

	Current Month	Current YTD	'10 YTD	'09 YTD
Expansion Plans	0	5	10	10
Tax Assistance	1	2	1	0
Marketing/Planning Assistance	2	4	1	1
Employment Assistance	0	1	1	2
New Business Prospect	0	21	29	19

## ITEMS FOR COUNCIL DISCUSSION

DATE:

October 4, 2011

TITLE:

WORK SESSION DISCUSSION

### DISCUSSION:

Items for discussion at your October 4th, 2011 Work Session will include the following:

#### **THE LEADERSHIP FIRM:**

John Divine will return to discuss the progress on the goals set by the council this summer.

#### **VACANT COUNCIL SEAT:**

James Crowley has resigned from the city council. According to State Statute 14-204, the governing body appoints the next member of the council to fill Mr. Crowley's unexpired term.

#### **VACANT BELOIT PUBLIC BUILDING COMMISSION:**

The governing body also needs to fill the seat left vacant on the PBC by Mr. Crowley.

#### **ARMORY ROOF:**

The armory roof has leaked for years and the departments that use the building would like to discuss methods for repairing this roof.

#### **METER READING SYSTEM:**

The electric and water departments would like to discuss plans for replacing our current meter reading system with an automated meter reading system.

Respectfully submitted,

Glenn Rodden  
City Administrator