

119 North Hersey Avenue  
P.O. Box 567  
Beloit, Kansas 67420  
Phone: 785-738-3551  
Fax: 785-738-2517  
www.beloitks.org

## CITY COUNCIL AGENDA

**Tuesday, April 19, 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. PUBLIC COMMENT

5. CONSENT AGENDA

- A. 4/5/2011 City Council Meeting Minutes
- B. Appropriations 1A

6. ORDINANCES

- A.

7. RESOLUTIONS

- A. Resolution No.4-2011 Mayor Appointments

8. FORMAL ACTIONS

- A. Council President Election
- B. KMEA Appointments
- C. COLA Raises
- D. Airport Expansion Contract

9. CLOSED SESSION

None

10. ADJOURNMENT

### ***WORK SESSION AGENDA***

1. CORRESPONDENCE AND STAFF REPORTS

- A. City Attorney Report
- B. City Administrator Report
- C. Community Development Report

2. DISCUSSION ITEMS

- A. Waterline Project
- B. Utility Rates
- C. Property Maintenance

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  
April 5, 2011

The Beloit City Council met in regular session on April 5, 2011 in the Council Chambers. Mayor Rebecca Koster called the meeting to order at 7:00 p.m. City Council members in attendance were Frank Delka, Pat Struble, Denis Shumate, Matt Otte, Rick Brown, Tom Naasz, Bob Richard, and James Crowley. Also present were, City Administrator Glenn Rodden, City Attorney Brenon Odle, and City Clerk Amanda Lomax.

Department heads in attendance were Murray McGee, Mike Haeffele, and Chris Jones.

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

Mayor Koster said she had visited Suzanne Bouray's 3<sup>rd</sup> grade class last week and read them "Jimmie John Jones" and that they were studying about space. Mayor Koster also visited the Senior Citizens Center and answered questions about the plans with the North Campus, and the seniors wanting Court Street fixed. Mayor Koster announced that the City of Beloit has been named for the 34<sup>th</sup> year in a row as Tree City USA. Mayor Koster said she had been talking to several people interested in serving on various boards. Councilor Otte wanted to Lloyd Littrell for his 34 years of service to the City of Beloit. Councilor Crowley gave kudos to the Parks and Recreation Department for the good job that they do with the soccer fields and creating teams from Downs and Mankato. Councilor Crowley also wanted to check into getting the parking located at Chestnut and 13<sup>th</sup> Street by OCCK to see if parking could maybe be angle parking instead of parallel parking. Councilor Crowley said that he has talked to people who had accidents due to the current parking at Chestnut and 13<sup>th</sup> Street. Councilor Brown wanted to thank Lloyd Littrell for his 34 years of service to the City of Beloit. Councilor Richard also wanted to thank Lloyd Littrell for his years of service to the City of Beloit. Councilor Richard said that he had been approached by citizens that live on East Main and wanted to know if what needed to be done to get new curb and gutters. Councilor Richard indicated that the property owners were willing to petition and pay for the new curb and gutters and wondered what the time frame would be to get that done. Councilor Struble wanted to thank Lloyd Littrell for his years of service to the City of Beloit. Councilor Struble also had citizens approach her about getting more advanced notice about when street construction starts.

City Attorney Brenon Odle said that flyers will be handed out prior to the special election in June about the sales tax increase making people aware that they cannot wear the t-shirts the pool committee is marketing to promote yes for the new pool at the ballots on election day.

City Administrator Rodden reported on the following items: 1. Mill Street construction has already started. 2. Manske projects are going forward they just have to negotiate with sub-contractors on their bids. 3. The Library project is moving forward and tours will be given next week showing the cafeteria at the North Campus. 4. Cooling Towers engineering proposal with Wilson & Company is moving along but have not received anything new from them in the last week. 5. Met with Stuart Porter with Schwab-Eaton last week discussing

water line project and Mr. Porter will be attending next council meeting to discuss updates about the project.

The Consent Agenda consisted of March 15, 2011 Council Meeting Minutes, and Appropriations 4A. A motion was made by Councilor Struble and seconded by Councilor Crowley to approve the Consent Agenda in its entirety. Roll call vote: Yeas: Naasz, Delka, Richard, Shumate, Otte, Struble, Brown, and Crowley. Nays: None.

Ordinance 2087 for Sales tax was presented to Council for approval. Ordinance 2087 will put the question on a special ballot for the question of raising the sales tax within the City of Beloit 0.3%. The sales tax increase will support the bond issue for the construction of the new pool. A motion was made by Councilor Shumate and seconded by Councilor Brown to approve Ordinance 2087 for sales tax. Roll call vote Yeah: Crowley, Brown, Naasz, Struble, Delka, Richard, Otte, and Shumate. Nays: None

Staff is recommending Council approve the Asphalt Bid from Ergon Aspalt and Emulsion for \$31,980.00. The asphalt is needed for the Transportation Department to use to chip seal streets as part of the street maintenance program. A motion was made by Councilor Crowley and seconded by Councilor Shumate to approve the Asphalt Bid from Ergon Asphalt and Emulsion for \$31,980.00. Motion carried 8-0. Nays: None.

Staff is recommending Council approve a Uniform Bid from James Clothing for \$10,809.50. A motion was made by Councilor Crowley and seconded by Councilor Struble to approve the uniform bid from James Clothing for \$10,809.50. Motion carried 8-0. Nays: None.

Staff is recommending Council approve a Mower Bid from Carrico Implement for \$9,000.00. The mower will be used at the Chautauqua Park and the older mower will be transferred to the Transportation Department. A motion was made by Councilor Otte and seconded by Councilor Brown to approve the mower bid from Carrico Implement for \$9,000.00. Motion carried 8-0. Nays: None.

Staff is recommending Council approve an Emergency Fire Equipment Van from Emergency Fire Equipment for \$241,638.00. A motion was made by Councilor Naasz and seconded by Councilor Struble to approve an Emergency Fire Equipment Van for Emergency Fire Equipment for \$241,638.00. Motion carried 8-0. Nays: None.

Staff is recommending Council approve the North Campus Master Plan proposal that the Steering Committee compiled for long term road map for developing the ground that the city acquired from the state last year. A motion was made by Councilor Crowley and seconded by Councilor Naasz to approve the Master Plan Proposal for the North Campus. Motion carried 8-0. Nays: None.

Staff is recommending Council approve a Utility GIS proposal from Midland GIS Solutions for \$6,700.00. The proposal would provide a complete turn-key system for mapping all city utilities. The total cost of this item is \$17,482.00 and Kansas Municipal Energy Association has secured a grant from the Federal Emergency Management making the reimbursement

69%. A motion was made by Councilor Shumate and seconded by Councilor Richard to approve the Utility GIS Proposal from Midland GIS Solutions for \$6,700.00. Motion Carried 6-2. Nays: Otte and Brown.

A motion was made by Councilor Crowley and seconded by Councilor Shumate to adjourn the Council Meeting. Motion passed 8-0. The meeting ended at 8:27 p.m.

The work session began at 8:32 p.m. Present were Councilors Brown, Delka, Struble, Richard, Crowley, Naasz, Otte, and Shumate. Also present were City Administrator Rodden, City Attorney Brenon Odle, and City Clerk Amanda Lomax.

Department heads in attendance were Murray McGee, and Chris Jones.

Heather Johnson was present to update Council about the Pool Committee's marketing plans to help promote the special ballot to increase the sales tax to construct the new pool. The Pool Committee has t-shirts for sale for \$10.00 a piece and businesses around town have donated money to the cause and have their business name on the back of the t-shirts.

City Administrator Glenn Rodden gave a Power point presentation to the Council regarding utility rates. City Administrator Rodden went over the current utility rates and revenue history over the last ten years and ultimately recommended that the utility rates remain the same but pass on some of the franchise fee on to the customers on their bill.

Code Enforcement Officer, Chris Jones, was present to talk to the Council about a property maintenance code. Chris Jones found a property maintenance code and shared a list of potential inspection items from the League, and will bring it back for more discussion next Council meeting.

Work Session Ended 9:34 p.m.

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REBECCA KOSTER, Mayor

ATTEST:

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AMANDA LOMAX, City Clerk

## 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>
1721	<b>A-B BUILDERS</b>									
45815		4/21/2011	4/21/2011		626.39	753559	3/31/2011	5871/6678		Posted
			30-00-8100			road gravel			125.88	0.00
			25-00-6160			road gravel			500.51	0.00
									<u>626.39</u>	<u>0.00</u>
1060	<b>ACCURATE LABS</b>									
45833		4/21/2011	4/21/2011		446.92	SU13662	4/1/2011	7135		Posted
			51-41-6170			lab reagents			446.92	0.00
8	<b>ACE HARDWARE</b>									
45679		4/21/2011	4/21/2011		13.47	392639	3/31/2011	7295		Posted
			53-41-6000			Paint roller packs			13.47	0.00
45684		4/21/2011	4/21/2011		296.08		3/9/2011	7284		Posted
			53-41-6000			391432 filters, hardware, nozzle			23.75	0.00
			53-41-6000			392513 AA batteries			20.98	0.00
			53-41-6000			392599 4" barrel bolt			9.98	0.00
			53-41-6000			391283 latex gloves & paint			23.76	0.00
			53-41-6000			391167 coupler			3.29	0.00
			53-41-6000			391853 C Batteries			13.49	0.00
			53-41-6000			392099 magnet tool & bench vise			77.48	0.00
			53-41-6000			388264 wall clock			30.99	0.00
			53-41-6000			391048 floor squeegee			18.99	0.00
			53-41-6000			391109 wire brushes & scrapers			48.11	0.00
			53-41-6000			391131 light bulb packs			25.26	0.00
									<u>296.08</u>	<u>0.00</u>
45721		4/21/2011	4/21/2011		38.99		3/17/2011	5817		Posted
			52-43-6000			391434 rust primer			8.98	0.00
			52-43-6000			389735 black union			5.49	0.00
			52-43-6000			389714 nipples unions			24.52	0.00
									<u>38.99</u>	<u>0.00</u>
45725		4/21/2011	4/21/2011		61.16		3/15/2011	6889		Posted
			10-18-6000			390783 shelf support			4.20	0.00
			10-18-6000			391488 saw hole			16.99	0.00
			10-18-6000			390304 saw blades			13.99	0.00
			10-18-6000			391446 paint remover			21.99	0.00
			10-18-6000			390780 shelf support			3.99	0.00
									<u>61.16</u>	<u>0.00</u>
45726		4/21/2011	4/21/2011		5.58	389699	2/3/2011	6893		Posted
			10-20-6000			mouse bait			5.58	0.00
45731		4/21/2011	4/21/2011		10.78		3/18/2011	7488		Posted
			10-11-6000			391950 door stop			7.49	0.00
			10-11-6000			391938 wood filler			3.29	0.00
									<u>10.78</u>	<u>0.00</u>
45733		4/21/2011	4/21/2011		26.98	392116	3/21/2011	5826		Posted
			53-43-6000			9 volt battery			26.98	0.00
45743		4/21/2011	4/21/2011		189.29		3/23/2011	6905		Posted
			10-19-6000			392919 vacancy sensor			61.98	0.00
			10-19-6000			392861 reducer for water fountain			3.79	0.00
			10-18-6000			391856 string refill, tire repair kit			25.96	0.00
			10-18-6000			391502 jigsaw blades			40.57	0.00
			10-18-6000			393125 valve repair kit			20.99	0.00
			10-18-6000			392219 PCV cement, cleaner, bushing			19.56	0.00
			10-18-6000			392534 switch			2.49	0.00
			10-18-6000			392635 drop cloth			13.95	0.00
									<u>189.29</u>	<u>0.00</u>
45757		4/21/2011	4/21/2011		8.58	392249	3/23/2011	5831		Posted
			51-43-6000			pipe insulation			8.58	0.00
45763		4/21/2011	4/21/2011		22.47		3/23/2011	7331		Posted
			52-41-6000			392246 hardware & flat shovel			12.99	0.00
			52-41-6000			391447 anchors			9.48	0.00
									<u>22.47</u>	<u>0.00</u>

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	<u>Account#</u>	<u>Work Order</u>				<u>Description</u>						
<b>8</b>	<b>ACE HARDWARE (continued)</b>											
45764	4/21/2011	4/21/2011	151.96		3/1/2011	7134				Posted		
	51-41-6000					391416 storage cabinet			17.99		0.00	
	51-41-6000					392035 primer, liner, roller cover			28.06		0.00	
	51-41-6000					392093 wall plate, receptacle, paint			31.52		0.00	
	51-41-6000					392228 keys			12.00		0.00	
	51-41-6000					392514 hooks, switch & adhesive			21.44		0.00	
	51-41-6000					392536 wire ties & batteries			21.97		0.00	
	51-41-6000					392537 battery			18.98		0.00	
									151.96		0.00	
45796	4/21/2011	4/21/2011	173.87		3/2/2011	6674				Posted		
	10-15-7450					391063 line, nutsetter, tape, bits			60.88		0.00	
	10-15-7450					391067 driver & credit			4.00		0.00	
	10-15-7450					391121 cored reel & threaded rod			66.48		0.00	
	10-15-7450					391355 hardware			2.98		0.00	
	10-15-7450					391536 fire extinguisher sign			11.98		0.00	
	10-15-7450					391871 eye bolt			3.58		0.00	
	10-15-7450					392069 wood chisel			11.49		0.00	
	10-15-7450					392187 AA batteries & tape			12.48		0.00	
									173.87		0.00	
<b>9</b>	<b>ACKERMAN SUPPLY</b>											
45724	4/21/2011	4/21/2011	39.02	203526	3/16/2011	5850				Posted		
	53-43-4330					roller chain & connectors			39.02		0.00	
45732	4/21/2011	4/21/2011	75.94	203256	3/4/2011	7126				Posted		
	51-41-6000					contractor bags			75.94		0.00	
45736	4/21/2011	4/21/2011	404.03		3/17/2011	6901				Posted		
	10-19-6170					203689 SALT BLOCK FOR BOILER			237.16		0.00	
	10-18-7200					203539 CASTERS			111.92		0.00	
	10-18-7200					203758 UNIFILL, NOZZLE			54.95		0.00	
									404.03		0.00	
45740	4/21/2011	4/21/2011	79.98		4/5/2011	7138				Posted		
	51-41-6000					204010 rent thatcher			15.00		0.00	
	51-41-6000					204100 rain suit & rubber boots			64.98		0.00	
									79.98		0.00	
45793	4/21/2011	4/21/2011	13.98	203688	3/23/2011	6673				Posted		
	10-15-6000					chemical gloves			13.98		0.00	
<b>11</b>	<b>ADVANCE INSURANCE COMPANY</b>											
45707	4/21/2011	4/21/2011	672.69		4/1/2011	5940				Posted		
	21-00-2100					April Life Insurance			672.69		0.00	
<b>774</b>	<b>AIR AND FIRE SYSTEMS INC</b>											
45808	4/21/2011	4/21/2011	121.00	27459	4/6/2011	5961				Posted		
	10-14-3000					annual inspection on extinguishers			121.00		0.00	
<b>767</b>	<b>AIRGAS MID SOUTH INC</b>											
45863	4/21/2011	4/21/2011	81.00	106039743	4/28/2011	5853				Posted		
	52-43-7440					12) pairs of gloves			81.00		0.00	
<b>21</b>	<b>ALCO-DUCKWALL STORES INC</b>											
45737	4/21/2011	4/21/2011	38.91		4/1/2011	6902				Posted		
	10-17-6800					221-06661 STOP WATCHES			11.98		0.00	
	10-17-6800					221-06660 GATORADE, CLEANING SUPI			26.93		0.00	
									38.91		0.00	
45820	4/21/2011	4/21/2011	9.97	221-06662	4/1/2011	5755				Posted		
	10-13-6000					Vehicle dryer for decals			9.97		0.00	
<b>1085</b>	<b>AMERICAN RED CROSS</b>											
45781	4/21/2011	4/21/2011	411.25	974559	3/14/2011	6101				Posted		
	10-17-6800					BABYSITTING HANDBOOK & VIDEO REM			133.75		0.00	
	10-21-2400					LIFEGUARDING BOOS, MASK CARDS			277.50		0.00	
									411.25		0.00	
<b>813</b>	<b>AMERIPRIDE LINEN SERVICES</b>											
45680	4/21/2011	4/21/2011	46.14	235005607	4/1/2011	5861				Posted		
	53-43-6000					shop rags & mop service			46.14		0.00	
45696	4/21/2011	4/21/2011	52.89	235005600	4/8/2011	6010				Posted		
	10-15-6000					shop rags & rug service			52.89		0.00	

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	<u>Account#</u>	<u>Work Order</u>				<u>Description</u>						
813	<b>AMERIPRIDE LINEN SERVICES (continued)</b>											
45768	4/21/2011	4/21/2011	46.14	2300010140	4/1/2011	5877				Posted		
	53-43-6000			shop rags & rug service					46.14		0.00	
1124	<b>APAC-KANSAS INC</b>											
45773	4/21/2011	4/21/2011	596.22	8001113005	3/21/2011	6672				Posted		
	25-00-6160			1/2" quartzite chip					596.22		0.00	
1890	<b>AT&amp;T</b>											
45797	4/21/2011	4/21/2011	310.06	78573857351911	3/27/2011	5964				Posted		
	10-19-5310			North Campus phone bill					310.06		0.00	
45848	4/21/2011	4/21/2011	40.63	78573830998350	3/27/2011	6000				Posted		
	53-43-5310			Electric systems phone service					40.63		0.00	
45850	4/21/2011	4/21/2011	548.34	78573826196787	3/27/2011	5999				Posted		
	10-11-5310			Admin/Cemetary/Sewer phone bill					523.84		0.00	
	10-20-5310			Admin/Cemetary/Sewer phone bill					12.25		0.00	
	52-41-5310			Admin/Cemetary/Sewer phone bill					12.25		0.00	
									548.34		0.00	
77	<b>BELOIT READY MIX</b>											
45816	4/21/2011	4/21/2011	5,520.00	753555	3/31/2011	5872				Posted		
	53-43-8300			flowable cement					2,848.00		0.00	
	30-00-8100			flowable cement					1,888.00		0.00	
	10-22-7200			flowable cement					98.00		0.00	
	30-00-8100			flowable cement					686.00		0.00	
									5,520.00		0.00	
80	<b>BELOIT TYPEWRITER EXCHANGE</b>											
45683	4/21/2011	4/21/2011	403.70		3/31/2011	7283				Posted		
	53-41-6110			640155 printer ink & USB drive					157.78		0.00	
	53-41-6110			640200 UPS freight					16.12		0.00	
	53-41-6110			640189 printed gas forms					229.80		0.00	
									403.70		0.00	
45728	4/21/2011	4/21/2011	85.97	641144	3/4/2011	6750				Posted		
	10-13-6110			printer cartridges					85.97		0.00	
45730	4/21/2011	4/21/2011	21.95	640198	3/11/2011	7470				Posted		
	10-11-6000			Notary Stamp for S Anderson					21.95		0.00	
45739	4/21/2011	4/21/2011	37.99	671012	3/28/2011	6904				Posted		
	10-17-6110			Case of copy paper					37.99		0.00	
45761	4/21/2011	4/21/2011	15.95	670977	3/22/2011	7131				Posted		
	51-41-6110			printer cable					15.95		0.00	
45762	4/21/2011	4/21/2011	17.99	640993	3/11/2011	73285				Posted		
	52-41-3000			UPS freight					17.99		0.00	
669	<b>BLADE-EMPIRE PUBLISHING</b>											
45879	4/21/2011	4/21/2011	142.50		3/31/2011	6006				Posted		
	10-18-5400			#19658 Mower bid					28.50		0.00	
	10-18-5400			#19773 Summer Help Ad					45.60		0.00	
	10-21-5400			#19660 Lifeguarding Ad					34.20		0.00	
	10-21-5400			#19589 Lifeguarding Ad					34.20		0.00	
									142.50		0.00	
45880	4/21/2011	4/21/2011	136.80		3/31/2011	6007				Posted		
	52-41-5400			#19587 Water Plater Operator Ad					28.50		0.00	
	51-41-5400			#19958 Water Plater Operator Ad					28.50		0.00	
	51-41-5400			#19742 Meter Reader Ad					39.90		0.00	
	51-41-5400			#19554 Meter Reader Ad					39.90		0.00	
									136.80		0.00	
45881	4/21/2011	4/21/2011	168.20		3/31/2011	6008				Posted		
	10-11-5400			#19812 Council Agrenda					79.80		0.00	
	10-11-5400			#19622 State B-ball Ad					10.00		0.00	
	10-11-5400			#20000 Planning Comm Notice					39.90		0.00	
	10-11-5400			#20144 Planning Comm Notice					38.50		0.00	
									168.20		0.00	

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669	<b>BLADE-EMPIRE PUBLISHING (continued)</b>							
45882	4/21/2011	4/21/2011	199.50		3/31/2011	6009		Posted
	10-15-5400			#19732 Summer Help Ad			45.60	0.00
	10-15-5400			#19588 City Clean up			34.20	0.00
	10-15-5400			#20003 City Clean up			34.20	0.00
	10-15-5400			#20188 City Clean up			34.20	0.00
	10-15-5400			#19778 City Clean up			34.20	0.00
	10-15-5400			#19740 Asphalt Bid			17.10	0.00
							199.50	0.00
45883	4/21/2011	4/21/2011	159.60		3/31/2011	7498		Posted
	53-43-5400			#19659 Meter Reader Ad			39.90	0.00
	53-43-5400			#19586 Meter Reader Ad			39.90	0.00
	53-43-5400			#19661 Summer Help Ad			45.60	0.00
	53-43-5400			#19774 Fire-retard Uniform Bid			34.20	0.00
							159.60	0.00
45884	4/21/2011	4/21/2011	(180.00)		3/31/2011	7499		Posted
	10-15-5400			#19741 1/2 of Uniform Ad			11.40	0.00
	10-18-5400			#19741 1/2 of Uniform Ad			11.40	0.00
	51-41-5400			#19555 1/2 of Uniform Ad			11.40	0.00
	53-43-5400			#19555 1/2 of Uniform Ad			11.40	0.00
	10-11-5400			Discount			0.00	44.53
	51-41-5400			Discount			0.00	39.23
	10-15-5400			Discount			0.00	55.83
	10-18-5400			Discount			0.00	22.63
	10-21-5400			Discount			0.00	18.11
	53-43-5400			Discount			0.00	45.27
							45.60	225.60
88	<b>BLUE CROSS &amp; BLUE SHIELD INSURANCE</b>							
45706	4/21/2011	4/21/2011	57,520.23		4/1/2011	5941		Posted
	21-00-2100			April Health Insurance			57,520.23	0.00
91	<b>BOETTCHER SUPPLY INC</b>							
45717	4/21/2011	4/21/2011	14.20	671212-1	3/11/2011	6888		Posted
	10-18-4300			ballast for womens restroom at Muni			14.20	0.00
45718	4/21/2011	4/21/2011	1.40	672032-1	3/17/2011	7482		Posted
	10-11-6000			outlet receptacle for Admin office			1.40	0.00
45719	4/21/2011	4/21/2011	10.41	7121	3/17/2011	7121		Posted
	51-41-4360			Invoice for freight			10.41	0.00
45754	4/21/2011	4/21/2011	188.55		3/21/2011	6914		Posted
	10-18-4330			676392-1 JD blades			96.84	0.00
	10-18-6000			672545-1 vacancy light sensor			27.87	0.00
	10-18-6000			676567-1 tee & bushing			2.03	0.00
	10-18-6000			671223-1 solenoid			61.81	0.00
							188.55	0.00
45770	4/21/2011	4/21/2011	350.07		4/4/2011	5874		Posted
	53-43-8300			676013-1 copper wire			167.13	0.00
	53-43-8300			675001-1 welding cable			7.29	0.00
	53-43-8300			676310-1 fish tape			175.65	0.00
							350.07	0.00
45771	4/21/2011	4/21/2011	1,886.91		3/23/2011	5828		Posted
	53-43-8300			673211-1 SCH40 Conduit & fittings			1,761.72	0.00
	53-43-8300			672891-1 clearglide wire lube			125.19	0.00
							1,886.91	0.00
45774	4/21/2011	4/21/2011	37.12		3/24/2011	6671		Posted
	10-15-4300			673180-1 250W lamp			18.56	0.00
	10-15-4300			673485-1 250W lamp			18.56	0.00
							37.12	0.00
45789	4/21/2011	4/21/2011	80.57	674395-1	3/31/2011	5866		Posted
	52-43-6000			coppr wire & pint of rain-or-shine			80.57	0.00
1258	<b>BUMPER TO BUMPER AUTO PARTS</b>							
45681	4/21/2011	4/21/2011	20.10		3/8/2011	5743		Posted
	10-13-4310			545334 oil filter			10.24	0.00
	10-13-4310			546483 oil filter			9.86	0.00
							20.10	0.00



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		<u>Account#</u>	<u>Work Order</u>			<u>Description</u>			<u>Debit</u>	<u>Credit</u>
1091	<b>CARD SERVICES (continued)</b>									
45859		10-13-5800		4/21/2011	2,311.13	6864	3/30/2011	6001		Posted
		10-13-5800				Carriage Crossing - Yoder			60.00	0.00
		10-13-5800				Wendy's - Salina			20.38	0.00
		34-00-6000				Office Max - Salina			1,935.71	0.00
		10-13-5800				Spangles - Salina			18.16	0.00
		10-13-6120				Wayne's Sporting Goods, ammo			27.88	0.00
		10-13-2400				Johnson Cty Comm College, Cont Ed.			249.00	0.00
									2,311.13	0.00
124	<b>CARRICO IMPLEMENT</b>									
45777		10-15-4330		4/21/2011	78.27		4/4/2011	6668		Posted
		10-15-4330				IA58225 cool gard			75.03	0.00
						IA58527 oring			3.24	0.00
									78.27	0.00
45837		10-18-7400		4/21/2011	6.72	IA61147	4/7/2011	6899		Posted
						oil			6.72	0.00
45838		10-18-7400		4/21/2011	9,000.00	18966087	4/7/2011	6899		Posted
						John Deere 997 Mower			9,000.00	0.00
45854		52-41-6180		4/21/2011	63.01	IA61562	4/11/2011	6155		Posted
						5 gals of hy-gard oil			63.01	0.00
126	<b>CATLIN'S FRIENDLY APPLE MARKET</b>									
45723		53-43-6110		4/21/2011	14.52	3538	3/10/2011	5848		Posted
						dog biscuits			14.52	0.00
45758		52-41-6000		4/21/2011	67.76	6591	3/28/2011	7129		Posted
						Water, toilet paper, paper towels			67.76	0.00
45760		51-41-6000		4/21/2011	76.64	2966	3/7/2011	7132		Posted
						trash bags, vinegar, water, cups, paper tov			76.64	0.00
1617	<b>CHALLENGER TEAMWEAR</b>									
45756		10-17-6800		4/21/2011	1,972.37	0527501-IN	3/21/2011	6883		Posted
						Soccer Jerseys w/socks			1,972.37	0.00
2158	<b>CHAMBER OF COMMERCE BUCKS</b>									
45782		10-17-6800		4/21/2011	50.00	1182	4/4/2011	6102		Posted
						2) PRU geneology class instructor gift certi			50.00	0.00
1200	<b>CHEMQUEST INC</b>									
45687		52-41-6170		4/21/2011	2,664.00	1932	4/5/2011	7332		Posted
						2 barrels of CQ-2000			2,664.00	0.00
45691		53-41-6170		4/21/2011	12,298.00	1919	3/31/2011	7264		Posted
						8 barrels of Ver-Date Water treatment			12,298.00	0.00
158	<b>COMPUTER SOLUTIONS INC</b>									
45767		53-43-7450		4/21/2011	159.00	135202	4/7/2011	5876		Posted
						Seagate external USB hard drive			159.00	0.00
45832		10-11-6110		4/21/2011	159.00	134261	3/10/2011	5988		Posted
						Seagate external USB hard drive			159.00	0.00
1913	<b>CROP PRODUCTION SERVICES</b>									
45744		10-18-6195		4/21/2011	67.92	215230	3/30/2011	6906		Posted
						Fescue seed			67.92	0.00
45783		10-18-6170		4/21/2011	19.99	215414	4/5/2011	6103		Posted
						tordon			19.99	0.00
1358	<b>CUNNINGHAM TELEPHONE &amp; CABLE CO</b>									
45694		53-43-5310		4/21/2011	94.89	13609	4/1/2011	5975		Posted
		51-43-5310				Systems Operations phone bill			47.44	0.00
		52-43-5310				Systems Operations phone bill			33.21	0.00
						Systems Operations phone bill			14.24	0.00
									94.89	0.00
45695		53-41-5310		4/21/2011	204.30	12754	4/1/2011	5973		Posted
		51-41-5310				Power plant phone bill			122.58	0.00
						Power plant phone bill			81.72	0.00
									204.30	0.00
45705		10-21-5310		4/21/2011	31.73	13611	4/1/2011	5977		Posted
						Beloit pool phone bill			31.73	0.00
45709		10-22-5310		4/21/2011	168.00	13610	4/1/2011	5976		Posted
						Airport phone bill			168.00	0.00



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427	<b>FOLEY EQUIPMENT INC (continued)</b>										
45778	25-00-4310		4/21/2011	4/21/2011	1,091.81		3/1/2011	6666		Posted	
	25-00-4310					PCSL0903496 SEAL KIT			188.98		0.00
	25-00-4310					PCSL0904494 SEALS & GSKT			51.61		0.00
	25-00-4310					PCSL0904495 GSKT			3.37		0.00
	25-00-4310					PCSL0905069 SEAL, ORINGS, HOSES			195.21		0.00
	25-00-4310					PCSL0905070 DIVIDER			39.16		0.00
	25-00-4310					PCSL0905709 SEAL & ORINGS			262.17		0.00
	25-00-4310					PCSL0906119 SEAL			21.24		0.00
	25-00-4310					PCSL0906118 HOSE			55.63		0.00
	25-00-4310					PCSL0906582 RING			34.04		0.00
	25-00-4310					PCSL0906583 SEAL & GSKT			5.98		0.00
	25-00-4310					PCSL0907675 SEAL KIT			256.00		0.00
	25-00-4310					PCSL0909963 LAMP & BAR			121.04		0.00
	25-00-4310					PCSC0126048 CREDIT			0.00		37.18
	25-00-4310					PCSC0125910 CREDIT			0.00		105.44
									1,234.43		142.62
241	<b>KENDAL FRANCIS</b>										
45742	51-41-5800		4/21/2011	4/21/2011	58.00		4/13/2011	7140		Posted	
						Meal perdiem for Topeka Cert. Manager C.			58.00		0.00
979	<b>GENIE INDUSTRIES</b>										
45828	53-43-4330		4/21/2011	4/21/2011	906.23	3201221	3/29/2011	5867		Posted	
						anchor brkts & freight			906.23		0.00
1908	<b>GRAYBAR</b>										
45829	53-43-8300		4/21/2011	4/21/2011	280.98	953185107	3/29/2011	5868		Posted	
						cold shrink termination kit			280.98		0.00
1010	<b>MORGAN HARRIS</b>										
45750	10-18-2911		4/21/2011	4/21/2011	90.00		4/12/2011	6910		Posted	
						Employee boot allowance reimbursement			90.00		0.00
1382	<b>BRIANNE HEIMAN</b>										
45826	10-12-5800		4/21/2011	4/21/2011	206.33		4/5/2011	6765		Posted	
	10-12-5800					meal reimbursment			30.89		0.00
						mileage to Topeka			175.44		0.00
									206.33		0.00
305	<b>HISEROTE TRASH SERVICE</b>										
45716	10-18-4300		4/21/2011	4/21/2011	515.00		3/31/2011	5967		Posted	
	25-00-7490					TRASH REMOVAL			240.00		0.00
	51-41-3000					TRASH REMOVAL			85.00		0.00
	53-43-4300					TRASH REMOVAL			35.00		0.00
	10-11-3000					TRASH REMOVAL			40.00		0.00
	10-13-3000					TRASH REMOVAL			55.00		0.00
	10-20-3000					TRASH REMOVAL			25.00		0.00
									35.00		0.00
									515.00		0.00
2111	<b>HOMMAN ELECTRONICS</b>										
45818	10-13-4330		4/21/2011	4/21/2011	144.00	3958	3/27/2011	5756		Posted	
						remove radio equip & lights from K-9 vehic			144.00		0.00
321	<b>IKON FINANCIAL SERVICES</b>										
45821	10-11-3000		4/21/2011	4/21/2011	1,158.63	84502912	3/31/2011	5959		Posted	
						lease agreement on copier			1,158.63		0.00
2317	<b>INTERSTATE ALL BATTERY CENTER</b>										
45841	53-43-7450		4/21/2011	4/21/2011	1,851.00	20863142	3/31/2011	5870		Posted	
						10) 12 VOLT 100AH BATTERIES			1,851.00		0.00
349	<b>KANSAS DEPT OF HEALTH &amp; ENVIRONMENT</b>										
45749	51-41-3000		4/21/2011	4/21/2011	394.00	B7500	4/11/2011	7141		Posted	
						Quarterly water testing			394.00		0.00
251	<b>KANSAS GAS SERVICE</b>										

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251	<b>KANSAS GAS SERVICE (continued)</b>									
45689		4/21/2011	4/21/2011		465.73	121850373	3/31/2011	5978		Posted
			53-43-6210			416 E 12th, Systems			232.86	0.00
			51-43-6210			416 E 12th, Systems			163.00	0.00
			52-43-6210			416 E 12th, Systems			69.87	0.00
									<u>465.73</u>	<u>0.00</u>
45701		4/21/2011	4/21/2011		106.27	169801291	3/31/2011	5981		Posted
			53-41-6210			215B S Chestnut, Water Treatment Plant			106.27	0.00
45702		4/21/2011	4/21/2011		335.39	162672864	3/31/2011	5980		Posted
			10-14-6210			601 N Mill, Fire Dept			335.39	0.00
45703		4/21/2011	4/21/2011		59.29	200774227	3/31/2011	5979		Posted
			53-43-6210			502 E 12th, Bldg B-Gene			59.29	0.00
45844		4/21/2011	4/21/2011		588.88	156296173	4/8/2011	5993		Posted
			53-41-6210			Powerplant gas bill for March 2011			588.88	0.00
45845		4/21/2011	4/21/2011		1,234.56	121984891	4/8/2011	5992		Posted
			10-19-6210			North Campus gas bill			1,234.56	0.00
45846		4/21/2011	4/21/2011		3,518.12	100270100	4/24/2011	5994		Posted
			10-11-6210			Admin			1,332.28	0.00
			10-22-6210			Airport			61.74	0.00
			10-18-6210			Parks & Rec			66.68	0.00
			10-18-6210			Parks & Rec			143.19	0.00
			53-41-6210			Powerplant			298.75	0.00
			10-15-6210			Street dept			411.97	0.00
			53-43-6210			Systems			588.39	0.00
			51-43-6210			Systems			411.87	0.00
			52-43-6210			Systems			176.52	0.00
			51-41-6210			Water Dept			26.73	0.00
									<u>3,518.12</u>	<u>0.00</u>
367	<b>KANSAS MUNICIPAL UTILITIES</b>									
45772		4/21/2011	4/21/2011		2,432.00	10903	4/6/2011	5966		Posted
			53-43-3000			2nd Quarter training dues			2,432.00	0.00
370	<b>KANSAS ONE CALL SYSTEM INC</b>									
45823		4/21/2011	4/21/2011		69.60	1030154	3/31/2011	5957		Posted
			53-43-3000			NOVEMBER LOCATES			23.20	0.00
			51-43-3000			NOVEMBER LOCATES			23.20	0.00
			52-43-3000			NOVEMBER LOCATES			23.20	0.00
									<u>69.60</u>	<u>0.00</u>
2042	<b>KMEA-EMP2 OPERATING ACCOUNT</b>									
45686		4/21/2011	4/21/2011		109,798.83	EMP2-BE-2011-03	4/11/2011	7301		Posted
			53-41-6220			Energy managment project #2 March 2011			109,798.83	0.00
45868		4/21/2011	4/21/2011		1,788.80	BE-PP-Gas-2011-C	4/13/2011	7302		Posted
			53-41-6210			Energy Mgm Generation Gas billing for Ma			1,788.80	0.00
389	<b>KOHLER'S GARAGE</b>									
45747		4/21/2011	4/21/2011		578.28	81620	3/22/2011	6909		Posted
			10-18-7200			flat iron tubing for tile carts			578.28	0.00
393	<b>STEVE KRIER</b>									
45791		4/21/2011	4/21/2011		56.00		4/1/2011	5864		Posted
			53-43-3000			CDL reimbursement			56.00	0.00
394	<b>KRIERS' AUTO PARTS</b>									
45682		4/21/2011	4/21/2011		14.15	71085	2/12/2011	5747		Posted
			10-13-4310			standard capsule			14.15	0.00
45720		4/21/2011	4/21/2011		17.81	73384	3/15/2011	5819		Posted
			52-43-6000			hex bit & 9pc hex set			17.81	0.00
45722		4/21/2011	4/21/2011		12.33	73373	3/15/2011	5849		Posted
			53-43-4310			fittings & coupler body			12.33	0.00
45734		4/21/2011	4/21/2011		169.86		3/17/2011	5820		Posted
			51-43-4330			73527 cut torch			154.91	0.00
			51-43-4330			73534 journeyman victor			14.95	0.00
									<u>169.86</u>	<u>0.00</u>
45735		4/21/2011	4/21/2011		59.01	74623	3/31/2011	6900		Posted
			10-18-4330			SEAL FOR FOUNTAIN			59.01	0.00
45759		4/21/2011	4/21/2011		30.45	74332	3/28/2011	5838		Posted
			53-43-4330			backup pad & 6" gold HKT100			30.45	0.00

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394	<b>KRIERS' AUTO PARTS (continued)</b>									
45779		4/21/2011	4/21/2011	48.55			3/14/2011	6665		Posted
		10-15-4310				73307 OIL FILTER			8.38	0.00
		10-15-4310				73477 MINI LAMP			2.31	0.00
		10-15-4310				74123 LUGS, CABLE, HEAT SHRINK			28.96	0.00
		10-15-4310				74506 WIPER BLADE			8.90	0.00
									<u>48.55</u>	<u>0.00</u>
45787		4/21/2011	4/21/2011	60.19	74874	cleaner, wax, polish cloth, wash mitt, shop	4/2/2011	5760	60.19	0.00
45827		4/21/2011	4/21/2011	20.39	74928	battery cleaner & protector	4/4/2011	5869	20.39	0.00
45864		4/21/2011	4/21/2011	13.96	75641	belt	4/12/2011	5852	13.96	0.00
395	<b>KRIZ-DAVIS CO</b>									
45817		4/21/2011	4/21/2011	749.26			3/30/2011	5873		Posted
		53-43-8300				S100161422.001 junc w/u-strap			300.55	0.00
		53-43-8300				S100162454.001 socket & hub kit			448.71	0.00
									<u>749.26</u>	<u>0.00</u>
2315	<b>SHELBY LAMB</b>									
45839		4/21/2011	4/21/2011	10.27		MEAL REIMBURSEMNT FOR TRAINING :	4/4/2011	5759	10.27	0.00
1037	<b>LATTIN AVIATION-TRAVIS LATTIN</b>									
45853		4/21/2011	4/21/2011	1,000.00		April 2011 service contract	4/1/2011	5996	1,000.00	0.00
1736	<b>ANA LEON</b>									
45842		4/21/2011	4/21/2011	50.00		Interpreter fee for G Garcia case #2011000	4/5/2011	6766	50.00	0.00
2316	<b>CORY LUSK</b>									
45840		4/21/2011	4/21/2011	11.89		MEAL REIMBURSEMENT FOR TRAINING	4/4/2011	5757	11.89	0.00
426	<b>CRAIG MARCOTTE</b>									
45704		4/21/2011	4/21/2011	90.00	37	employee boot reimbursement	4/11/2011	6681	90.00	0.00
424	<b>MCHENRY ELECTRIC &amp; SUPPLY</b>									
45780		4/21/2011	4/21/2011	79.74	002981	DRIVESHAFT	3/7/2011	6664	79.74	0.00
45865		4/21/2011	4/21/2011	27.99	3228	belt	4/12/2011	5851	27.99	0.00
443	<b>BILLY MENDENHALL</b>									
45866		4/21/2011	4/21/2011	90.00		employee boot allowance	4/14/2011	5854	90.00	0.00
1153	<b>MID CONTINENT SALES</b>									
45692		4/21/2011	4/21/2011	3,450.51	18849	Nozzle tips for #3 & 4 engines	3/24/2011	7300	3,450.51	0.00
45693		4/21/2011	4/21/2011	1,160.81	8001116461	1/2" quartzite chips	4/6/2011	6680	1,160.81	0.00
467	<b>MITCHELL CO HIGHWAY DEPT</b>									
45824		4/21/2011	4/21/2011	1,738.56	11540	premix asphalt	4/5/2011	6677	1,738.56	0.00
462	<b>MITCHELL COUNTY CLERK</b>									
45799		4/21/2011	4/21/2011	216.79	121859545	City share of gas bill for jail	4/1/2011	5962	216.79	0.00
45830		4/21/2011	4/21/2011	15,212.55		50% DMA Architects #12054	4/11/2011	5990	1,250.00	0.00
		30-00-3000				19% File Safe Security Systems #17463			830.09	0.00
		30-00-3000				19% Harbine Construction			13,132.46	0.00
									<u>15,212.55</u>	<u>0.00</u>
470	<b>MITCHELL COUNTY SOLID WASTE</b>									
45688		4/21/2011	4/21/2011	8.00	02303	5th bag of screenings	4/8/2011	7335	8.00	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>Debit</u>	<u>Credit</u>
			<u>Account#</u>	<u>Work Order</u>		<u>Description</u>						
470	<b>MITCHELL COUNTY SOLID WASTE (continued)</b>											
45745		4/21/2011	4/21/2011		43.50			6907		Posted		
			10-18-7200			015635 dump fees			8.70		0.00	
			10-18-7200			015542 dump fees			16.20		0.00	
			10-18-7200			015471 dump fees			18.60		0.00	
									43.50		0.00	
45784		4/21/2011	4/21/2011		836.70		3/28/2011	6675		Posted		
			25-00-6000			15644 dump fees			41.70		0.00	
			25-00-6000			15645 dump fees			47.70		0.00	
			25-00-6000			15646 dump fees			32.70		0.00	
			25-00-6000			15648 dump fees			50.40		0.00	
			25-00-6000			15649 dump fees			21.30		0.00	
			25-00-6000			15650 dump fees			31.50		0.00	
			25-00-6000			15651 dump fees			52.80		0.00	
			25-00-6000			15652 dump fees			23.40		0.00	
			25-00-6000			15654 dump fees			19.20		0.00	
			25-00-6000			15655 dump fees			52.50		0.00	
			25-00-6000			15657 dump fees			50.80		0.00	
			25-00-6000			15658 dump fees			27.30		0.00	
			25-00-6000			15660 dump fees			21.20		0.00	
			25-00-6000			15661 dump fees			32.40		0.00	
			25-00-6000			15663 dump fees			45.90		0.00	
			25-00-6000			15665 dump fees			27.30		0.00	
			25-00-6000			15666 dump fees			29.40		0.00	
			25-00-6000			15668 dump fees			33.00		0.00	
			25-00-6000			15669 dump fees			36.00		0.00	
			25-00-6000			15671 dump fees			27.60		0.00	
			25-00-6000			15675 dump fees			30.90		0.00	
			25-00-6000			15676 dump fees			33.30		0.00	
			25-00-6000			15678 dump fees			26.10		0.00	
			25-00-6000			15679 dump fees			33.60		0.00	
			25-00-6000			15635 dump fees			8.70		0.00	
									836.70		0.00	
474	<b>ALLEN MONG</b>											
45794		4/21/2011	4/21/2011		6.81		4/5/2011	5987		Posted		
			53-43-5800			reimbursement for meal expense			6.81		0.00	
342	<b>MUNICIPAL SUPPLY OF NEBRASKA</b>											
45873		4/21/2011	4/21/2011		2,268.00	0466687-IN	3/30/2011	6235		Posted		
			51-43-7500			24 water meters			2,268.00		0.00	
1028	<b>NCK COMMUNITY NETWORK</b>											
45822		4/21/2011	4/21/2011		60.00	52794	4/1/2011	5958		Posted		
			10-11-3000			Virtual domain service			60.00		0.00	
494	<b>NEBRASKA MUNICIPAL POWER POOL</b>											
45708		4/21/2011	4/21/2011		1,645.80	14828	4/1/2011	5984		Posted		
			53-41-5410			2011 Membership dues & contribution			1,645.80		0.00	
827	<b>NETWORKS PLUS</b>											
45814		4/21/2011	4/21/2011		741.25	87885	2/28/2011	5960		Posted		
			10-11-3360			PC technical service for server/network			741.25		0.00	
45831		4/21/2011	4/21/2011		4,124.50		3/31/2011	5989		Posted		
			10-11-3360			#88665 HP ProLiant Server			4,023.50		0.00	
			10-11-3360			#88682 50' patch cable			25.00		0.00	
			10-11-3360			#88647 March 2011 MozyPPro backup			60.00		0.00	
			10-11-3360			#88601 monthly spam filtering			16.00		0.00	
									4,124.50		0.00	
1391	<b>NRG ENGINE SERVICES</b>											
45871		4/21/2011	4/21/2011		774.83	IN111285	4/6/2011	7298		Posted		
			53-41-4360			fuel block, injector gskt, shims for fuel injec			774.83		0.00	
478	<b>POWERPLAN</b>											
45878		4/21/2011	4/21/2011		71.58	331226	4/15/2011	5841		Posted		
			51-43-4330			2) AT309347 latches			71.58		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>Debit</u>	<u>Credit</u>
		<u>Account#</u>	<u>Work Order</u>			<u>Description</u>						
1263	<b>PRAIRE FIRE COFFEE ROASTERS (continued)</b>											
45766		4/21/2011	4/21/2011	42.01	292898	Coffee	4/7/2011	5878		Posted	42.01	0.00
		53-43-6000										
45785		4/21/2011	4/21/2011	38.90	292905	coffee	3/30/2011	6663		Posted	38.90	0.00
		10-15-6000										
2124	<b>PRESTO-X</b>											
45746		4/21/2011	4/21/2011	64.80	7948683	monthly service contract - daycare	3/21/2011	6908		Posted	64.80	0.00
		10-19-4300										
582	<b>SALINA SUPPLY COMPANY</b>											
45872		4/21/2011	4/21/2011	379.12	1070868	PVC flanges, nipples & couplings	4/11/2011	7306		Posted	379.12	0.00
		53-41-4360										
94	<b>SCHENDEL PEST CONTROL</b>											
45765		4/21/2011	4/21/2011	50.00	110406	monthly pest control	4/6/2011	5879		Posted	50.00	0.00
		53-43-3000										
603	<b>SEWELL'S MACHINE SHOP</b>											
45875		4/21/2011	4/21/2011	7.50	012523	16" CR shaft	4/7/2011	6237		Posted	7.50	0.00
		51-43-4330										
607	<b>SHAMBURG OIL COMPANY</b>											
45792		4/21/2011	4/21/2011	237.95				5865		Posted		
		53-43-6270				258493 diesel			108.28		0.00	
		53-43-6270				261573 diesel			71.60		0.00	
		53-43-6270				261571 diesel			58.07		0.00	
									237.95		0.00	
45835		4/21/2011	4/21/2011	31.00	261563	diesel	4/1/2011	5840		Posted	31.00	0.00
		51-43-6270										
45862		4/21/2011	4/21/2011	126.75	259813	diesel	3/21/2011	5855		Posted	126.75	0.00
		52-43-6270										
626	<b>SOLOMON VALLEY HOME CENTER</b>											
45751		4/21/2011	4/21/2011	55.77			3/24/2011	6911		Posted		
		10-18-7200				10251516 paint for tile carts			29.49		0.00	
		10-18-6000				10252335 supplies for park			26.28		0.00	
									55.77		0.00	
45786		4/21/2011	4/21/2011	39.81			3/2/2011	6662		Posted		
		10-15-7450				10249891 sanding belt			12.58		0.00	
		10-15-7450				10249980 tape measure, wood shims			11.65		0.00	
		10-15-7450				10249924 tapcon's			15.58		0.00	
									39.81		0.00	
45861		4/21/2011	4/21/2011	70.20	10252977	rebar & concrete block	4/14/2011	5857		Posted	70.20	0.00
		30-00-8200										
628	<b>SOLOMON VALLEY VET HOSPITAL PA</b>											
45798		4/21/2011	4/21/2011	245.02			3/31/2011	5963		Posted		
		10-13-3510				#192341 dog foor for Gunner			36.89		0.00	
		10-11-3500				#192341 dog foor for Gunner			208.13		0.00	
									245.02		0.00	
1919	<b>SPECIALTY POOL PRODUCTS</b>											
45748		4/21/2011	4/21/2011	145.94	008094137	50 lbs of chlorine tabs	4/4/2011	7142		Posted	145.94	0.00
		52-41-6170										
640	<b>ST JOHN'S HIGH SCHOOL</b>											
45851		4/21/2011	4/21/2011	110.00		March 2011 crosswalks	4/1/2011	5998		Posted	110.00	0.00
		10-13-3000										
186	<b>KENNETH TATRO</b>											
45825		4/21/2011	4/21/2011	90.00	23	employee boot reimbursment	4/5/2011	6676		Posted	90.00	0.00
		10-15-2911										
1163	<b>THE CONSORTIUM INC</b>											
45715		4/21/2011	4/21/2011	427.50			3/31/2011	5968		Posted		
		10-11-3000				#149105 Drug testing & adminstrative fees			213.75		0.00	
		10-11-3000				#145856 Drug testing & adminstrative fees			213.75		0.00	
									427.50		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>
201	<b>THYSSENKRUPP ELEVATOR (continued)</b>									
45700		4/21/2011	4/21/2011	365.26	832616	4/1/2011	5982			Posted
			10-11-3000		elevator maintenance			365.26		0.00
1533	<b>ULTRA CLEAN CAR WASH</b>									
45819		4/21/2011	4/21/2011	200.24		3/31/2011	5754			Posted
			10-13-4310		Car washes			200.24		0.00
1887	<b>UMB BANK-KMEA GRDA FUND</b>									
45869		4/21/2011	4/21/2011	55,780.57	GRDA-BE-11-05	4/12/2001	7303			Posted
			53-41-6220		GRDA power supply billing for May 2011			55,780.57		0.00
704	<b>UNIVAR USA INC</b>									
45741		4/21/2011	4/21/2011	5,522.95	WI-591837	4/5/2011	7137			Posted
			51-41-6170		Potassium permanganate			5,522.95		0.00
45834		4/21/2011	4/21/2011	1,585.60	WI-591644	3/25/2011	7127			Posted
			51-41-6170		ammonium sulfate & potassium permanga			1,585.60		0.00
697	<b>USD 273</b>									
45852		4/21/2011	4/21/2011	390.00		4/1/2011	5997			Posted
			10-13-3000		March 2011 crosswalks			390.00		0.00
2067	<b>VERIZON WIRELESS</b>									
45847		4/21/2011	4/21/2011	45.54	2552954612	4/3/2011	5995			Posted
			10-18-5310		North Campus on call phone			45.54		0.00
721	<b>WATER PRODUCTS OF OKLAHOMA</b>									
45790		4/21/2011	4/21/2011	460.00	0852132-IN	3/17/2011	5859			Posted
			30-00-8200		400' of DWV cell core pipe			460.00		0.00
45860		4/21/2011	4/21/2011	17,663.70	0851991-IN	3/2/2011	5842			Posted
			30-00-8100		Water line supplies			17,663.70		0.00
45876		4/21/2011	4/21/2011	93.00	0854183-IN	4/5/2011	6239			Posted
			30-00-8100		6" MJ swivel tee/acc blended			93.00		0.00
45877		4/21/2011	4/21/2011	43.60	0854214-dm	4/1/2011	6238			Posted
			30-00-8100		40" certalock pipe & return credit			43.60		0.00
722	<b>WATTS AND SON</b>									
45755		4/21/2011	4/21/2011	50.00	1671	3/28/2011	6915			Posted
			10-18-7000		rewire thermostat to gym			50.00		0.00
753	<b>WORLD PEST CONTROL</b>									
45843		4/21/2011	4/21/2011	65.00	6459	4/14/2011	5991			Posted
			10-18-3000		treated municipal bldg			65.00		0.00
					<b>412,053.80</b>	192 Non-voided payables listed.				

<p>Report Setup</p> <p>AP - Accounts Payable Listing : Vendor Name</p> <p>Filter Options</p> <p>Starting: 4/21/2011</p> <p>Ending: 4/21/2011</p> <p>Banks: All</p> <p>Payable Status: Posted, Printed, ACH, Recorded, Voided</p> <p>All Vendors Selected</p>
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## REQUEST FOR COUNCIL ACTION

<b>DATE:</b>	<b>TITLE:</b>
April 19, 2011	RESOLUTION NO. 4-2011 MAYOR APPOINTMENTS
<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:

Resolution 4-2011 Ratification of Mayor's Appointments of Officers and Members of Boards and Commissions is attached.

### FISCAL NOTE:

- There is no direct cost associated with this agenda item.

### DISCUSSION:

Every year, the Mayor submits a list of City officers and members of Boards and Commission that they would like to appoint. There are approximately seven routine appointments, including the City Attorney, the Municipal Court Judge, the City Health Officer, the City Engineer, and the official City newspaper.

In addition to the routine appointments, the Mayor also appoints individuals to various boards and commissions. This number of appointments varies from year-to-year. Mayor Koster may have some additional appointments available for the Council at the meeting Tuesday night. Article 3 of the City Code specifies that the Mayor shall appoint these positions, by and with the consent of the council. Therefore, Resolution 4-2011 Ratification of Mayor's Appointments of Officers and Members of Boards and Commissions is attached.

Respectfully submitted,

Glenn Rodden  
City Administrator

## RESOLUTION NO. 4-2011

### THE CITY COUNCIL OF THE CITY OF BELOIT CONFIRMING CITY OFFICER APPOINTMENTS

**WHEREAS**, the City of Beloit Municipal Code provides for the annual appointment of officers and the appointment of expired terms to Boards and Commissions by the Mayor;

**WHEREAS**, the appointments should be made for Municipal Judge, City Attorney, Health Officer, City Engineer, Library Board, Planning Commission, Cemetery Endowment Committee and Recreation Board, etc. pursuant to the Municipal Code; and

**WHEREAS**, it is in the best interests of the City to have appointments who are responsible for City operations and duties associated with the offices, Boards and Commissions of the City of Beloit.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Beloit as follows:

The following appointed individuals are hereby ratified by the Council to serve in the respective positions of the City of Beloit:

1. City Attorney – Brenon Odle
2. Municipal Court Judge – Bonnie Wilson
3. Health Officer – Dr. Chris Marozas
4. Official City Newspaper – Beloit Call
5. City Engineer – John Cashatt
6. Planning Commission – Charles Mears and Kathy Roberts

**PASSED AND ADOPTED** at a regular meeting of the Governing Body of the City of Beloit and signed by the Mayor this 19<sup>th</sup> day of April, 2011.

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

**ATTEST:**

\_\_\_\_\_  
Amanda Lomax, Director of Finance/City Clerk



## REQUEST FOR COUNCIL ACTION

<b>DATE:</b>	<b>TITLE:</b>
April 19, 2011	KMEA APPOINTMENT
<b>ORIGINATING DEPARTMENT:</b>	<b>TYPE OF ACTION:</b>
Administration/Electric	<input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

### RECOMMENDATION:

I recommend that the Council appoint City Administrator Glenn Rodden as Director #1, Director of Electric Services Ronnie Sporleder as Director#2 to the KMEA Board of Directors and Power Plant Foreman Henry Eilert as the Alternate Member to the Board of Directors.

### FISCAL NOTE:

- There is no direct cost related to approval of this item.

### DISCUSSION:

The City of Beloit has been a member of KMEA for years and they provide valuable assistance to us. We have worked actively with them on our recent electric power supply issues. The individuals appointed to the board could be anyone that meets the requirements, but it works best to have a staff member in the positions.

Respectfully submitted,

Glenn Rodden  
City Administrator

## REMINDER

**Date:** March 7, 2011

**To:** KMEA Member Cities

**From:** Melinda Buchanan

**Re:** Appointments to the KMEA Board of Directors

At the November 2005 Annual Meeting the Board of Directors, the revised Bylaws were adopted. The Board of Directors now consists of “**Director #1**” and “**Director #2**” as well as an “**Alternate**”.

In accordance with Section 5.1 of KMEA’s Bylaws (see attached), each KMEA member City shall have two (2) Directors and an Alternate on its Board of Directors. Each Director so selected shall reside within the territory served by the electric utility of the selecting Member City. Each Director will serve for two (2) years; however, terms are staggered in order to maintain continuity on the Board of Directors.

This year we will need a new Certificate of Appointment for each **Director #1** who will be certified for a two year term. If you have **Alternates** expiring in 2011, enclosed will be certification forms for them as well. I have also enclosed a current Board of Directors List. Please complete the enclosed Certificate(s) and return to KMEA **no later than April 28, 2011 via mail or fax 913-677-0804 to my attention.**

Please keep in mind that the **KMEA Board of Directors Meeting** will be held in Wichita, Kansas on **May 11, 2011**, (in conjunction with the KMU Annual Conference May 11-13). In the event neither Director designated by the Member is present, the Alternate may vote on behalf of such Member, unless the governing body of the Member has specifically prohibited the Alternate from voting on the Member’s behalf. If you wish to appoint an alternate Director for this meeting, you will need to do so in writing and mail to KMEA no later than **May 2, 2011.**

Should you have any questions concerning your City’s appointment to the Board of Directors or need further clarification, please call me at (913) 677-2884 or email me at **buchanan@kmea.com**. Enclosed is a self-addressed envelope for your convenience. Thank you for your prompt attention to this matter.

Enclosures

## ARTICLE IV

### CORPORATE POWERS

**Section 4.1.** Except as may be specifically reserved to the Members in the Agreement or under the Act, all corporate powers of the Agency shall be vested in the Board of Directors.

## ARTICLE V

### BOARD OF DIRECTORS

**Section 5.1. Selection of Directors.** The property and business of the Agency shall be managed by the Board of Directors of the Agency. The Board of Directors shall consist of two (2) Directors for each Member, provided that there shall be not less than seven (7) Directors. The Directors shall be selected by the governing bodies of the Members. In the event that the number of Members is less than seven (7), each Member shall be represented by the number of Directors which would constitute a Board of Directors of not less than seven (7) Members, provided that each Member shall select the same number of Directors. Each Member must designate the two (2) Directors as "Director-1" and "Director-2".

The term of each Director shall be for a period of two (2) years except that the initial term of a number equal to one half of the Directors, comprised of those individuals designated as Director-2, shall be selected to a term of one (1) year. Any Director selected by a Member may be removed at any time by the Member selecting the Director. Each Director so selected shall reside within the territory served by the electric utility of the selecting Member and meet all other requirements of the Act and the Agreement. Any such selection (other than a replacement selection) shall occur prior to the annual meeting of the Agency. Written evidence of selection shall be forwarded by the City Clerk or other authorized official of the Member to the Agency in writing prior to the annual meeting. Each Director shall continue in office until a successor is selected in accordance with this *Article V*.

**Section 5.2. Voting Powers.** Each Member shall be entitled to one Director vote on the Board of Directors which shall be equal to the vote of every other Member. Such vote shall be cast on behalf of the Member by Director-1 of such Member, if present; if such Director-1 is not present then by Director-2. Other than actions required in *Article XII* hereof, all actions of the Board of Directors shall be made upon affirmative vote of a majority of the Directors entitled to vote and voting on such action.

**Section 5.3. Compensation.** Except as may be specifically authorized by the Board of Directors, no Director shall receive payment from the Agency for any time spent in attending meetings of the Board of Directors or otherwise conducting business of the Agency. To the extent that funds are available, the Board of Directors, the Executive Committee, or the General Manager may authorize payment of expenses for travel in connection with the business of the Agency for other than meetings of the Board of Directors pursuant to the Act.

# ***CERTIFICATE***

## ***DIRECTOR #1***

### ***KANSAS MUNICIPAL ENERGY AGENCY BOARD OF DIRECTORS***

This Certificate duly documents the appointment of a ***Director # 1*** to serve on the Board of Directors of the Kansas Municipal Energy Agency (KMEA) as provided for in Section 5.1 of the Agency's Bylaws.

I, the undersigned City Clerk of the City of \_\_\_\_\_, Kansas, a member of KMEA, do hereby certify that at a meeting of the City Governing Body duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 2011;

Name: \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

who resides within the territory served by the City's electric utility, was appointed to serve on the KMEA Board of Directors for a two (2) year term beginning \_\_\_\_\_, 2011 and expiring on April 30, 2013.

I further certify that the foregoing appointment is reflected in the official Minutes of the Governing Body of the City for the meeting on the date indicated above.

This certificate is given this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
City Clerk

\_\_\_\_\_, Kansas

Internal Use Only: \_\_\_ Director # 1  
\_\_\_ Director # 2  
\_\_\_ Alternate

## ***INFORMATION SHEET***

### ***KANSAS MUNICIPAL ENERGY AGENCY BOARD OF DIRECTORS***

Please fill out the information below for our records. The information will only be used as an internal document for mailing information to KMEA's Board of Directors.

**Please provide the address that KMEA should use for Board mailings or other correspondence.**

**Name:** \_\_\_\_\_

**Title:** *(if applicable)* \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

(Indicate if Home Address \_\_\_ Yes \_\_\_ No)

**Daytime Phone Number:** ( \_\_\_\_\_ ) \_\_\_\_\_

**Fax:** ( \_\_\_\_\_ ) \_\_\_\_\_

**Home Phone Number:** ( \_\_\_\_\_ ) \_\_\_\_\_

**Cell:** ( \_\_\_\_\_ ) \_\_\_\_\_

(Optional)

**Email Address:** \_\_\_\_\_

**Please return the information sheet to:**

Melinda Buchanan  
KMEA  
6300 West 95<sup>th</sup> Street  
Overland Park, Kansas 66212  
Email: [buchanan@kmea.com](mailto:buchanan@kmea.com)  
Fax: (913) 677-0804

Please Print or Type

## REQUEST FOR COUNCIL ACTION

<b>DATE:</b>	<b>TITLE:</b>
April 19, 2011	COST OF LIVING ADJUSTMENT
<b>ORIGINATING DEPARTMENT:</b>	<b>TYPE OF ACTION:</b>
Administration	<input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

### RECOMMENDATION:

I recommend that the City Council approve a cost of living adjustment (COLA) in the amount of 2.2 percent for all city employees.

### FISCAL NOTE:

- There will be no direct cost for this item.
- Funding for this type of item was included in all salary line items in the 2011 fiscal year budget.

### DISCUSSION:

Attached is the current wage scale for the City's "step and grade" pay plan system for full-time employees. The City Council traditionally considers a COLA on a yearly basis in order to keep the City's wage plan "current." For the past several years, the COLA has been considered in April and is based on a comparison of March-to-March Consumer Price Index (CPI) numbers.

A COLA is simply an attempt to keep wages in step with inflation. A COLA is neither a merit increase, nor is it an increase based on seniority. COLAs are an effort to ensure that employees can buy approximately the same amount of goods and services in 2010 that they could in 2011. Additionally, it allows the City to keep our wages current when we recruit for new positions. It is not designed to increase the employees' standard of living. Therefore, it is important to ascertain that the COLA is an accurate reflection of the percentage increase in cost of living. Although there may be different ways that a COLA could be calculated, use of the Consumer Price Index seems to be the most appropriate method.

The CPI is a measure of the average change over time in the prices paid by the public for a "market basket" of consumer goods and services. The CPI market basket is developed from detailed expenditure information provided by families and individuals on what they actually bought. The Bureau of Labor Statistics (BLS) has classified all expenditure items into more than 200 categories, arranged into eight major groups. Major groups and examples of categories in each are as follows:

- FOOD AND BEVERAGES (breakfast cereal, milk, coffee, chicken, wine, full service meals and snacks)
- HOUSING (rent of primary residence, owners' equivalent rent, fuel oil, bedroom furniture)
- APPAREL (men's shirts and sweaters, women's dresses, jewelry)
- TRANSPORTATION (new vehicles, airline fares, gasoline, motor vehicle insurance)
- MEDICAL CARE (prescription drugs, physicians' services, eyeglasses and eye care, hospital services)
- RECREATION (televisions, cable television, pets and pet products, sports equipment, admissions)
- EDUCATION AND COMMUNICATION (college tuition, postage, telephone services, computers)
- OTHER GOODS AND SERVICES (tobacco and smoking products, haircuts and other personal services, funeral expenses)\*

Also included within these major groups are various government-charged user fees, such as water and sewerage charges, auto registration fees, and vehicle tolls. The CPI also includes taxes (such as sales

and excise taxes) that are directly associated with the prices of specific goods and services. However, the CPI excludes taxes (such as income and Social Security taxes) not directly associated with the purchase of consumer goods and services. Finally, the CPI does not include investment items, such as stocks, bonds, real estate, and life insurance. The BLS considers that these items relate to savings and not to day-to-day consumption expenses.

According to the U.S. Bureau of Labor Statistics, the CPI has increased 2.2% from March 2010 through March 2011.\* The Bureau of Labor Statistics releases CPI numbers on a monthly basis and tracks this information very closely.

Respectfully submitted,

Glenn Rodden  
City Administrator

*\*from BLS website*



## REQUEST FOR COUNCIL ACTION

<b>DATE:</b>	<b>TITLE:</b>
April 19, 2011	Airport Expansion Project
<b>ORIGINATING DEPARTMENT:</b>	<b>TYPE OF ACTION:</b> <input type="checkbox"/> <b>ORDINANCE</b> <input type="checkbox"/> <b>RESOLUTION</b>
Administration	<input checked="" type="checkbox"/> <b>FORMAL ACTION</b> <input type="checkbox"/> <b>OTHER</b>

### RECOMMENDATION:

I recommend that the Council accept the attached contract with Alfred Benesch & Company (formerly HWS Engineering) for engineering services.

### FISCAL NOTE:

- The cost for this contract is \$314,087.00. The FAA will pay 95percent of this contract (\$298,382.65) and the city will pay 5 percent of the contract (\$15,704.35). Also included is an independent cost analysis from Burns & McDonnell that verifies the engineering fee for this project. Funding for the city's portion of this project will come from the Capital Improvement Fund (30-00, Professional Services 3000).

### DISCUSSION:

This contract is for engineering services for the runway widening project that is funded by the FAA. The purpose of the project is to allow air ambulance flights to land at the Beloit Airport.

Respectfully submitted,

Glenn Rodden  
City Administrator



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March 6, 2011

Mr. Glenn Rodden  
City Administrator, City of Beloit, Kansas  
119 North Hersey Avenue  
Beloit, Kansas 67420

Independent Cost Analysis  
Runway 17/35 Extension and Widening Project, Design Phase Services  
Moritz Memorial Airport

Dear Mr. Rodden:

At your request, Burns & McDonnell has performed an Independent Cost Analysis for the design phase services for the Runway 17/35 Extension and Widening project at Moritz Memorial Airport. The review was based on the Scope of Work documents provided by the City of Beloit as prepared by Alfred Benesch & Company.

Based on the documents provided, Burns & McDonnell understands the following:

- R/W 17/35 will be extended 583 feet at a width of 75 feet.
- Existing R/W 17/35 will be widened from 60 feet to 75 feet (7.5 feet each side of centerline).
- A new partial parallel taxiway will be constructed 583 feet long.
- Two new taxiway connectors will be constructed.
- R/W 17/35 will be marked.
- R/W 17/35 lights and signage will be relocated/installed as necessary.
- The partial parallel and connector taxiways will be marked.
- The partial parallel and connector taxiway lights and signage will be installed as necessary.
- An aeronautical survey will be performed.
- A subsurface investigation will be performed.
- A topographical survey will be performed.
- A utility survey based on markings by utility companies will be performed.

Using these design assumptions and the Scope of Work provided, Burns & McDonnell's Independent Cost Analysis for design services is estimated at \$318,967.

Table A summarizes the estimated cost of services by phase that corresponds with the Scope of Work document provided by Alfred Benesch & Company. A detailed summary is provided on the attached enclosures and titled Exhibit IV Summary and Exhibit V Summary respectively.



Mr. Glenn Rodden  
March 6, 2011  
Page 2

<b>TABLE A INDEPENDENT COST ANALYSIS ESTIMATE OF SERVICES BY PHASE</b>		
PHASES 1 & 2	AERONAUTICAL SURVEY AND AIRPORT AIRSPACE ANALYSIS	\$60,607.00
PHASE 3	TOPOGRAPHIC SURVEY	\$28,469.00
PHASE 4	GEOTECHNICAL EVALUATION	\$16,077.00
PHASE 5	DESIGN	\$182,124.00
PHASE 6	PROJECT CLOSEOUT	\$2,540.00
PHASE 7	PROJECT MANAGEMENT	\$29,150.00
	<b>TOTAL</b>	<b>\$318,967.00</b>

I trust this information is sufficient for your purposes. If you should have any questions or comments regarding this information, please contact me at 816-822-3378 or [dhadel@burnsmcd.com](mailto:dhadel@burnsmcd.com).

Sincerely,

David G. Hadel, P.E.  
Director of General Aviation Services

Enc: Derivation of Consultant Costs

CC: S. Jansen  
BMCD 60645 Project File

**DERIVATION OF CONSULTANT PROJECT COSTS  
SUMMARY OF COSTS  
Runway Extension, Widening & Aeronautical Survey  
Beloit, Kansas  
Independent Cost Analysis for the City of Beloit, Kansas  
BASIC AND SPECIAL SERVICES  
March 4, 2011**

**1 DIRECT SALARY COSTS:**

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Project Manager	176.00	\$48.00	\$8,448.00
Sr. Civil Engineer	222.00	\$40.00	\$8,880.00
Staff Civil Engineer	0.00	\$34.00	\$0.00
Assist. Civil Engineer	535.00	\$26.00	\$13,910.00
Sr. Electrical Engineer	101.00	\$44.00	\$4,444.00
Staff Electrical Engineer	8.00	\$38.00	\$304.00
Assist. Electrical Engineer	132.00	\$32.00	\$4,224.00
Sr. Technician	229.00	\$28.00	\$6,412.00
Staff Technician	644.00	\$22.00	\$14,168.00
Aviation Planner	4.00	\$30.00	\$120.00
Geotechnical Engineer	4.00	\$44.00	\$176.00
Clerical	14.00	\$18.00	\$252.00
	2,069.00		
Total Direct Salary Costs			= \$61,338.00

**2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @ 213.68% = \$131,067.04

**3 SUBTOTAL:**

Items 1 and 2 = \$192,405.04

**4 PROFIT:**

10.00% % of Item 3 Subtotal = \$19,240.50

Subtotal \$211,645.54

**5 OUT-OF-POCKET EXPENSES:**

a. Site Visits (Design)	4.00 trips @	\$130.000 / trip =	\$520.00
b. Site Visit (Construction)	0.00 trips @	\$130.000 / trip =	\$0.00
c. Per Diem (per day)	14.00 days @	\$25.00 / day=	\$350.00
d. Rental Car (per day)	0.00 days @	\$0.00 / day=	\$0.00
e. Misc. (per day)	0.00 days @	\$0.00 / day =	\$0.00
f. Computer CADD	873.00 Hours @	\$0.00 / Hour =	\$0.00
g. Computer Eng.	1196.00 Hours @	\$0.00 / Hour =	\$0.00
h. Materials and Supplies		=	\$3,451.46

Total Out-of-Pocket Expenses = \$4,321.46

**6 SUBCONTRACT COSTS:**

a. Surveyor	=	\$28,000.00
b. Geotechnical	=	\$15,000.00
c. Aeronautical Surveyor	=	\$60,000.00
		= \$103,000.00

**7 MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = \$318,967.00

**DERIVATION OF CONSULTANT PROJECT COSTS  
SUMMARY OF COSTS  
Runway Extension, Widening & Aeronautical Survey  
Beloit, Kansas  
Independent Cost Analysis for the City of Beloit, Kansas  
BASIC AND SPECIAL SERVICES  
March 4, 2011**

Classification	Project Manager	Sr. Civil Engineer	Staff Civil Engineer	Assist. Civil Engineer	Sr. Electrical Engineer	Staff Electrical Engineer	Assist. Electrical Engineer	Sr. Technician	Staff Technician	Aviation Planner	Geotechnical Engineer	Clerical	Other Costs
<b>A. BASIC SERVICES</b>													
Gross Hourly Rate:	\$165.62	\$139.02	\$117.32	\$89.71	\$151.82	\$131.12	\$110.42	\$96.61	\$75.91	\$103.51	\$151.82	\$62.11	
<b>1 DESIGN</b>		210.00		535.00	101.00		132.00	219.00	644.00			14.00	(1, 2, 3, 4, 5)
Total =	\$182,124.00	\$28,984.03		\$47,996.18	\$15,333.93		\$14,574.83	\$21,158.34	\$48,886.40			\$869.52	\$4,320.77
<b>2 PROJECT CLOSEOUT</b>		8.00				8.00		4.00					(1, 2, 3, 4, 5)
Total =	\$2,540.00	\$1,104.15				\$1,048.95		\$386.45					\$0.45
<b>3 PROJECT MANAGEMENT</b>													(1, 2, 3, 4, 5)
Total =	\$29,150.00	\$29,149.66											\$0.34
Total =													(1, 2, 3, 4, 5)
Total =													(1, 2, 3, 4, 5)
<b>PART A SUBTOTAL =</b>													\$213,814.00
<b>B. SPECIAL SERVICES</b>													
<b>AERONAUTICAL SURVEY AND AIRPORT AIRSPACE ANALYSIS</b>													(1, 2, 3, 4, 5)
Total =	\$60,807.00							2.00	\$193.23				\$414.06
<b>2 TOPOGRAPHIC SURVEY</b>								2.00	\$193.23				(1, 2, 3, 4, 5)
Total =	\$28,469.00							2.00	\$193.23				\$27,999.73
<b>3 GEOTECHNICAL EVALUATION</b>								2.00	\$193.23				(1, 2, 3, 4, 5)
Total =	\$16,077.00							2.00	\$193.23				\$15,000.45
Total =													(1, 2, 3, 4, 5)
Total =													(1, 2, 3, 4, 5)
<b>PART B SUBTOTAL =</b>													\$106,153.00
<b>GRAND TOTAL =</b>													\$318,967.00

(1) Mileage, Motel and Meals (3) Computer Services (5) Other (Identify)  
(2) Equipment, Materials and Supplies (4) Vendor Services

EXHIBIT V-SUMMARY



Alfred Benesch & Company  
3226 Kimball Avenue  
Manhattan, KS 66503-2157  
www.benesch.com  
P 785-539-2202  
F 785-539-2393

April 4, 2011

Mr. Glenn Rodden  
City Administrator  
119 N. Hersey Ave.  
Beloit, KS 67420

REFERENCE: Moritz Memorial Airport  
Runway 17/35 Extension and Widening Design Services

Dear Mr. Rodden:

Alfred Benesch & Company, on behalf of our team partner Geodetix, Inc., is pleased to submit this revised scope and fee to provide engineering services for the Moritz Memorial Airport Runway Extension Design Project. Should you find the attached scope of services and fee structure acceptable, please sign and return one copy to our office. Once we receive written approval from you, The Benesch Team will immediately proceed with services on your project.

Should you have any questions or comments regarding the attached scope of services, please do not hesitate to contact me. I can be contacted at the Benesch Manhattan Office at (785) 539-2209.

Sincerely,

Alfred Benesch & Co.

Brad J. Waller, P.E.  
Kansas Airport Services Manager



**CONSULTING SERVICES AGREEMENT**

CLIENT	City of Beloit	Project Name	Runway 17/35 Extension & Widening
Address	119 N. Hersey Ave. Beloit, KS	Project Location	Moritz Memorial Airport
Telephone	785-738-3551		
Client Contact	Glenn Rodden	Consultant PM	Brad Waller
Client Job No.	3-20-0008-09	Consultant Job No.	

This AGREEMENT is made by and between the City of Beloit, hereinafter called "CLIENT," and Alfred Benesch & Company, hereinafter called "CONSULTANT", for professional consulting services as specified herein. CONSULTANT agrees to provide CLIENT with requested consulting services more specifically described as follows (or shown in Attachment A):

Shown in Attachment A

The GENERAL CONDITIONS and the following Attachments are hereby made a part of the AGREEMENT:

- Attachment A: Scope of Services and Fee Estimate
  - Attachment B: Schedule of Unit Billing Rates
  - Attachment C: \_\_\_\_\_
- or
- Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this AGREEMENT, CLIENT acknowledges that it has read and fully understands this AGREEMENT and all attachments thereto. CLIENT further agrees to pay CONSULTANT for services described herein upon receipt of invoice by CLIENT for the CONSULTANT's estimated fee as described below:

- BY LUMP SUM: \$314,087.00.
- BY TIME AND MATERIALS: \$\_\_\_\_\_.
- BY OTHER PAYMENT METHOD (See Attachment \_\_\_\_\_): \$\_\_\_\_\_.
- AS SHOWN ON SERIALLY NUMBERED WORK AUTHORIZATIONS USING EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT:

<b>CLIENT</b>	<b>ALFRED BENESCH &amp; COMPANY</b>
BY: _____	BY: <u>Bradley J. Waller</u>
AUTHORIZED REPRESENTATIVE	AUTHORIZED REPRESENTATIVE
DATE: _____, 20____	DATE: <u>April 4</u> , 20 <u>11</u>
TITLE: _____	TITLE: <u>Project Manager</u>
	BENESCH OFFICE: <u>Manhattan</u>
	ADDRESS: <u>3226 Kimball Ave.</u>
	<u>Manhattan KS. 66503</u>

**PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).**



## GENERAL CONDITIONS

### SECTION I - SERVICES BY CONSULTANT

#### 1.1 General

CONSULTANT shall provide services under this AGREEMENT only upon request of the CLIENT, and only to the extent defined and required by the CLIENT. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this AGREEMENT are as follows:

ATTACHMENT A: Scope of Services and Fee Estimate

ATTACHMENT B: Schedule of Unit Billing Rates.

ATTACHMENT C: Other Attachments, if any.

or

EXHIBIT A: Work Authorization specifying the Method of Payment, Scope, and Fee.

#### 1.2 Scope of Services and Fees

The services to be performed by CONSULTANT and the associated fee are attached hereto and made a part of this AGREEMENT as ATTACHMENT A or using EXHIBIT A, serially numbered Work Authorizations, and shall be performed by the CONSULTANT in accordance with the CLIENT's requirements. It is mutually understood that CONSULTANT'S fee is not a firm contractual amount except the total fee by the CONSULTANT shall not be exceeded unless authorized in writing by the CLIENT. The intent of the Scope of Services is to identify the services to be provided by CONSULTANT. However, it is specifically understood that by written notice to CONSULTANT, CLIENT can decrease or, with concurrence of CONSULTANT, increase the Scope of Services.

### SECTION II - PAYMENTS TO CONSULTANT

#### 2.1 Method of Payment

Payment for CONSULTANT'S personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this AGREEMENT or using EXHIBIT A, serially numbered Work Authorizations, attached hereto, and made a part of this AGREEMENT.

#### 2.2 Payment for Personnel Services

##### 2.2.1 Payment

Payment for the services rendered by CONSULTANT'S personnel shall be based on the hours of chargeable time and in accordance with CONSULTANT'S Schedule of Unit Rates, which is identified, attached hereto, and made a part of this AGREEMENT as ATTACHMENT B.

##### 2.2.2 Chargeable Time

Chargeable time for CONSULTANT'S personnel is that portion of their time devoted to providing services requested by CLIENT. Chargeable time for field personnel located away from CONSULTANT'S office for more than one week is a minimum of eight hours per day and five days per calendar week, except for federally declared legal holidays or during an employee's sick leave or vacation time. Travel time from CONSULTANT'S office to an assigned work site, and return to CONSULTANT'S office, is chargeable time; or if more economical for CLIENT, CONSULTANT shall lodge its personnel overnight near the work site in lieu of traveling back to CONSULTANT'S office at the end of each work day.

##### 2.2.3 Overtime Rates

The basis for payment to CONSULTANT for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in ATTACHMENT B.

#### 2.3 Payment for Direct Expenses

##### 2.3.1 Payment

For Direct Expenses incurred by CONSULTANT, payment to CONSULTANT by the CLIENT shall be in accordance with CONSULTANT'S Schedule of Unit Rates, which is identified, attached to, and made a part of this AGREEMENT as ATTACHMENT B.

##### 2.3.2 Direct Expenses

For the purposes of this AGREEMENT, Direct Expenses to be contracted and managed by CONSULTANT and payable by CLIENT to CONSULTANT shall include: Outside Services including the services and reimbursable expenses for firms other than CONSULTANT which are necessary for the work the CONSULTANT is directed to perform; Laboratory Tests and related reports necessary for the work the CONSULTANT is directed to perform, either by the CONSULTANT or by an outside service for the CONSULTANT; Special Equipment expenses including the costs of the CONSULTANT locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by CONSULTANT at the time of the request for services which are necessary to enable CONSULTANT to provide the services requested; vehicles furnished by CONSULTANT for CONSULTANT'S authorized travels and for CONSULTANT'S field personnel; Per Diem expense or actual costs of maintaining CONSULTANT'S field personnel on or near the Project site, for each day of field assignment away from CONSULTANT'S office; and Other Direct Expenses associated with all services provided hereunder and identified in ATTACHMENT B.

#### 2.4 Payment Conditions

2.4.1 CONSULTANT shall submit monthly invoices for all personnel services and direct expenses under this AGREEMENT and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by CLIENT. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment and the CLIENT will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If CLIENT fails to make payment in full to CONSULTANT within sixty (60) days after the date of the undisputed invoice, CONSULTANT may, after giving seven (7) days' written notice to CLIENT, suspend services under this AGREEMENT until paid in full, including interest. CONSULTANT shall have no liability to CLIENT for delays or damages caused by such suspension of services. CLIENT agrees to pay all costs of collection, including reasonable attorney's fees, incurred by CONSULTANT as a result of CLIENT'S failure to make payments in accordance with this AGREEMENT.

**2.4.5** The billing rates specified in ATTACHMENT B for subsequent years shall be adjusted annually in accordance with CONSULTANT's costs of doing business, subject to CLIENT's review and concurrence.

### **SECTION III - Term of Agreement**

#### **3.1 Term**

CONSULTANT's obligations to perform under this AGREEMENT shall extend from the date of execution until terminated by either party.

#### **3.2 Abandonment of Work**

CLIENT shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

#### **3.3 Termination of AGREEMENT**

This AGREEMENT may be terminated for convenience on thirty (30) days' written notice or for cause if either party fails substantially to perform through no fault of the other and does not commence and make a continuing effort to effect correction of such non-performance within seven (7) days of written notice.

#### **3.4 Payment for Work Upon Abandonment or AGREEMENT Termination**

If CLIENT abandons requested work or terminates this AGREEMENT, CONSULTANT shall be paid on the basis of work completed to the date of abandonment or effective date of termination. CONSULTANT shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

### **SECTION IV - General Considerations**

#### **4.1 Assignment and Responsibility for Personnel**

**4.1.1** The assignment of personnel and all phases of the undertaking of the services which CONSULTANT shall provide hereunder shall be subject to the oversight and general guidance of CLIENT.

**4.1.2** While upon the premises of CLIENT or property under its control, all employees, agents, and subconsultants of CONSULTANT shall be subject to CLIENT's rules and regulations respecting its property and the conduct of its employees thereon.

**4.1.3** However, it is understood and agreed that in the performance of the work and obligations hereunder, CONSULTANT shall be and remain an independent Consultant and that the employees, agents or subconsultants of CONSULTANT shall not be considered employees of or subject to the direction and control of CLIENT. CONSULTANT shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

#### **4.2 Insurance**

**4.2.1** CONSULTANT shall furnish CLIENT a certificate of insurance upon request showing amounts and types of insurance carried by CONSULTANT, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by CONSULTANT under this AGREEMENT it will give CLIENT ten (10) days' advance notice of cancellation or change in the insurance coverage shown on such certificates.

#### **4.3 Successors and Assigns**

**4.3.1** CLIENT and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this AGREEMENT.

**4.3.2** Neither CONSULTANT nor CLIENT shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates, and subconsultant's as it may deem appropriate to assist in the performance of services hereunder.

**4.3.3** Nothing herein shall be construed to give any rights or benefits hereunder to any one other than CLIENT and CONSULTANT except as otherwise provided herein.

#### **4.4 Compliance with Law**

**4.4.1** CONSULTANT shall comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations relating to the performance of the services CONSULTANT is to perform under this AGREEMENT.

**4.4.2** Neither the CONSULTANT nor the CONSULTANT's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this AGREEMENT with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

#### **4.5 Ownership and Reuse of Documents**

**4.5.1** All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by CLIENT prior to this AGREEMENT shall remain CLIENT's property. CLIENT shall make available to CONSULTANT copies of these materials as necessary for the CONSULTANT to perform the services requested hereunder.

**4.5.2** All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and subconsultants) under this AGREEMENT, are instruments of service in respect to the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and the occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Further, CONSULTANT makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by CONSULTANT in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to

CLIENT. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's independent professional associates or subconsultants, and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

#### **4.6 Severability**

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### **4.7 Location of Underground Utilities**

It shall be the CLIENT's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the CLIENT elects not to assume this responsibility, CLIENT shall notify CONSULTANT and shall compensate CONSULTANT for all costs associated with locating and physically marking said underground utilities and structures according to CONSULTANT's project billing rates, over and above the estimated project fee. CLIENT shall indemnify and hold CONSULTANT harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, CONSULTANT will not begin work until this has been accomplished.

#### **4.8 Subsurface Investigations**

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the CONSULTANT.

#### **4.9 CONSULTANT's Personnel at Project Site**

**4.9.1** The presence or duties of the CONSULTANT personnel at a Project site, whether as onsite representatives or otherwise, do not make the CONSULTANT or its personnel in any way responsible for those duties that belong to the CLIENT and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or

safety deficiencies of the construction contractor or other entity or any other persons at the site except CONSULTANT's own personnel.

**4.9.2** The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CLIENT a greater degree of confidence that the completed work will conform generally to the project documents and that the integrity of the design concept as reflected in the project documents has been implemented and preserved by the contractor(s). CONSULTANT neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

#### **4.10 Opinions of Cost, Financial Considerations, and Schedules**

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. CONSULTANT's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's judgments as an experienced and qualified professional consultant familiar with the construction industry. CONSULTANT makes no warranty that the CLIENT's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the CONSULTANT's opinions, analyses, projections, or estimates. If CLIENT wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, CLIENT will employ an independent cost estimator, contractor, or other appropriate advisor.

#### **4.11 Disposition of Samples and Equipment**

##### **4.11.1 Disposition of Samples**

No samples and/or materials will be kept by CONSULTANT longer than thirty (30) days after submission of the final report unless agreed otherwise.

##### **4.11.2 Hazardous or Potentially Hazardous Samples and Materials**

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, CONSULTANT will, after completion of testing, return such samples and materials to CLIENT, or have the samples and materials disposed of in accordance with CLIENT's directions and all applicable laws. CLIENT agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. CLIENT recognizes and agrees that CONSULTANT at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

##### **4.11.3 Contaminated Equipment**

All laboratory and field equipment contaminated in CONSULTANT's performance of services will be cleaned at CLIENT's expense. Contaminated consumables will be disposed of and replaced at CLIENT's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of CLIENT. At CLIENT's expense, such equipment shall be delivered to CLIENT, or disposed of in the same manner specified in 4.11.2 above. CLIENT agrees to pay CONSULTANT the fair market value of any

such equipment which cannot reasonably be decontaminated and is delivered to CLIENT pursuant to this AGREEMENT.

#### **4.12 Discovery of Unanticipated Pollutant and Hazardous Substance Risks**

**4.12.1** If CONSULTANT, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of CONSULTANT's services will be reconsidered and that this AGREEMENT shall immediately become subject to renegotiation or termination.

**4.12.2** In the event that the AGREEMENT is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that CONSULTANT shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this AGREEMENT, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

**4.12.3** CLIENT also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CONSULTANT agrees to notify CLIENT as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. CLIENT authorizes CONSULTANT to take measures that in CONSULTANT's sole judgment are justified to preserve and protect the health and safety of CONSULTANT's personnel and the public. CLIENT agrees to compensate CONSULTANT for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon CONSULTANT any duties or obligations other than those imposed by law.

### **SECTION V - Professional Responsibility**

#### **5.1 Performance of Services**

CONSULTANT will strive to perform services under this AGREEMENT in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, or otherwise.

#### **5.2 Limitation of Liability**

CLIENT and CONSULTANT agree to allocate certain of the risks so that, to the fullest extent permitted by law, CONSULTANT's total liability to CLIENT is limited to \$50,000 or CONSULTANT's fee, whichever is greater, this being the CLIENT's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, CONSULTANT's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty. CLIENT understands that dollar limits higher than that indicated above are available. If CLIENT wishes to discuss these other limits and their impact on CONSULTANT's fee, CLIENT should contact CONSULTANT prior to executing this AGREEMENT.

#### **5.3 No Special or Consequential Damages**

CLIENT and CONSULTANT agree that to the fullest extent permitted by law CONSULTANT shall not be liable to CLIENT for any special, indirect, or consequential damages whatsoever, whether caused by CONSULTANT's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

#### **5.4 Indemnification**

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold CONSULTANT, its agents, subconsultants, and employees harmless from and against any and all claims, damages, losses and expenses, defense costs including attorneys' fees, and court arbitration costs and other liabilities arising out of or resulting from, wholly or in part, the performance of CONSULTANT's services hereunder, including the transport or disposal of hazardous samples or contaminated equipment by CONSULTANT on behalf of CLIENT, or the presence, release, or threatened release of asbestos, hazardous substances, or pollutants on or from the project property; provided that CLIENT shall not indemnify CONSULTANT against liability for damages or expenses to the extent caused by the negligence of CONSULTANT, its agents, subcontractors, or employees.

#### **5.5 No Third Party Beneficiaries**

CLIENT and CONSULTANT expressly agree that AGREEMENT does not confer upon any third party any rights as beneficiary to this AGREEMENT. CONSULTANT accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

CLIENT agrees that CONSULTANT's services and work products are for the exclusive present use of CLIENT. CLIENT agrees that CONSULTANT's compliance with any request by CLIENT to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this AGREEMENT nor does it create or confer any third party beneficiary rights on any third party.

### **SECTION VI - Governing Law**

This AGREEMENT is to be governed by the laws of the State of Illinois.

**ATTACHMENT A**

**CONSULTANT AGREEMENT  
FOR  
RUNWAY 17/35 EXTENSION AND WIDENING  
AT THE  
MORITZ MEMORIAL AIRPORT  
BELOIT, KANSAS  
AIP No. 3-20-0008-09**

THIS CONTRACT is made and entered into by and between the consulting firm of ALFRED BENESCH & COMPANY of Manhattan, Kansas, hereinafter called the "Consultant" and the CITY OF BELOIT, Kansas, hereinafter called the "Sponsor".

For and in consideration of the mutual agreements hereinafter contained, the parties hereto agree as follows:

The Sponsor agrees to employ the Consultant to provide the services described in Phases 1 through 6 for the following project.

Phase 1 design and aeronautical survey to extend and widen Runway 17/35: This is design only to extend Runway 17 by 583' and widen the runway from 60' to 75' . This will provide a new runway that is 4,000' long by 75' wide. This project also includes design for construction of a parallel taxiway for the ultimate Runway 17 end that is 583' long and has two connector taxiways. An aeronautical survey, in conjunction with a topographic survey, shall be completed according to FAA Advisory Circulars 150/5300-16A, 17B, and 18B.

Brad J. Waller, P.E. will represent the Consultant as Project Manager in the performance of this agreement. No one else will be assigned to act in this capacity without the Sponsor's prior written approval. The Project Manager shall be responsible for directing and coordinating all the activities necessary to complete this project.

The Consultant will provide all equipment and personnel necessary to do the tasks listed herein, except as otherwise provided. The Consultant shall be responsible for the quality, accuracy and coordination of the design, drawings, reports, surveys and other items furnished as part of this agreement.

The following are attached and are hereby made part of this scope of services:

- Exhibit A: Project Sketch
- Exhibit B: Aeronautical Survey and Airport Airspace Analysis Additional Scope & Fee
- Exhibit C: Geotechnical Evaluation Additional Scope & Fee Information
- Exhibit D: Project Fee Breakdown
- Exhibit E: Summary of Overhead Rates

### **PHASES 1 & 2 – AERONAUTICAL SURVEY AND AIRPORT AIRSPACE ANALYSIS:**

This phase of work shall include the joint efforts by Benesch and Geodetix to complete the Aeronautical Survey and Airport Airspace Analysis. The scope and fee breakdown for these phases are shown in Exhibit B.

### **PHASE 3 – TOPOGRAPHIC SURVEY:**

Under this phase, the Consultant will conduct a field topographic survey and data collection of the proposed project and the associated improvements. This survey shall be to the level necessary to complete the engineering design for the preparation of construction plans. Survey limits for the project as defined by this scope shall be the area of the apron as shown in the Exhibit A Project Sketch. The survey will include the adjacent hangar, fuel facility, surrounding apron and taxiway areas within 100' of said apron removal. The breakdown of each task included in the survey in the above described limits is as follows:

- a. Horizontal Control will be established for the survey. Moritz Memorial Airport's Primary Airport Control (PAC) and Secondary Airport Control (SAC) will be used if available. Three permanent control points will be established at the airport. Appropriate ties will be established for recovery and re-establishment of the control information. Permanent control points will be ½" rebar.
- b. Vertical Control – Bench Levels will be established to provide the appropriate vertical datum benchmarks for the project. Datum will be according to USGS (NAV88) reported in feet above mean sea level (MSL). This scope anticipates the establishment of three vertical benchmarks in the project area. Benchmarks will be established from existing benchmark information in the area. Level notes will include a recap sheet, level runs, benchmark abstract, and datum benchmark sheet will be prepared.
- c. The Consultant will perform an alignment field survey that will include a search for existing monuments, identify existing structures, determine existing pavement centerlines, preparing alignment notes that include a description of points set, project stationing, description of physical monuments, depth (noting set or found), description of reference points, and an approximate cardinal direction to the reference points. The PI's or intersection of alignments shall include cross-station tie and angle of intersection. Curve data will be included with the PI reference.
- d. Digital Terrain Model (DTM) Survey will be performed by a Total Station/Data Collector survey of the area described in the survey limits. The Consultant will use point feature codes, process the data collector files into drawing and DTM computer files, and prepare a station/offset or northing/easting listing for all topography shots. The survey will be reported in English units and collected for use in AUTOCAD format. A base map will be prepared from the survey for use in the design of the project.
- e. Utilities as can be determined by visual inspection and Kansas One-Call will be located in the DTM survey. All above ground utilities will include wire locations, elevations, and number of wires. Below ground utilities will be located by One-Call and/or the appropriate utility owner and located on the DTM survey. The Consultant shall notify Kansas One-Call for underground utility locates.

- f. Survey Project Management will be included as part of the phase. The Consultant will contact and coordinate with appropriate City and Airport personnel prior to beginning survey activity. An outline of the survey and an approximate schedule for completion will be provided.

This phase will be considered complete upon completion of all items listed above.

#### **PHASE 4 – SPECIAL SERVICES - GEOTECHNICAL EVALUATION**

Under this phase, the Consultant will provide the following services.

Benesch proposes to make eleven (11) exploratory borings within the project site. The soil borings will be made in accordance with ASTM D 1452, Standard Practice for Soil Investigation and Sampling by Auger Borings. A machine-driven, continuous-flight auger having a diameter of six inches will be used to advance the holes for thin-walled tube sampling. Relatively undisturbed samples of cohesive soils will be obtained at the selected locations in accordance with ASTM D 1587, Standard Method for Thin-Walled Tube Sampling of Soils, using an open-tube sampler having an outside diameter of 3.0 inches.

The subsurface materials will be identified and described in accordance with ASTM D 2488, Standard Practice for Description and Identification of Soils (Visual-Manual Procedure). The laboratory tests and procedures considered necessary to evaluate the pertinent engineering properties of the foundation soils include, but may not be limited to, the following:

- a. Visual inspection of the thin-walled tube samples of foundation soils by a member of Benesch's professional engineering staff.
- b. Classification of typical soil types in accordance with ASTM D 2487, Standard Test Method for Classification of Soils for Engineering Purposes.
- c. Moisture content and dry density of selected undisturbed samples of cohesive soil. These data correlate with the strength and compressibility of the soils. High moisture content and low density usually indicate low strength and high compressibility.
- d. A swell test on a representative sample of cohesive soils from within the critical pavement subgrade and foundation zones if moist soils are encountered. This test will be performed in accordance with ASTM D 4546, Standard Test Methods for One Dimensional Swell Potential of Cohesive Soils. The data from the swell test can be used to develop an estimate of the amount of heaving or settlement of the pavement that might occur.
- e. Moisture-density relations of subgrade materials. These test data are used in the conjunction with CBR testing to determine the modulus of the existing subgrade materials.

Foundation Engineering Evaluation and Recommendations: The field and laboratory data that would be included in the geotechnical engineering report are as follows:

- a. Boring logs.
- b. Density and moisture content of undisturbed soils samples.
- c. Unconfined compressive strengths of selected samples of foundation soils.

- d. Geology:
  - a. Depth to groundwater – if encountered.
  - b. Summary of surface and subsurface conditions of the site.
- e. Soil classification chart and tables listing the criteria used to describe various soil properties.
- f. Soil classification test data.

Benesch's geotechnical engineering report will include at a minimum the following information:

- a. Condition of existing subgrade.
- b. Minimum depth to suitable pavement subgrade material.
- c. Recommended types of fill and backfill materials and compaction requirements.
- d. Pavement design criteria for the site.
- e. Recommended pavement section for new concrete and/or asphalt pavement.

This phase shall be considered complete upon the submittal of an engineering report sealed by a geotechnical engineer licensed in the State of Kansas.

#### **PHASE 5 – DESIGN PHASE:**

Under this phase, the Consultant agrees to prepare the necessary construction plans and contract documents that will include special and general conditions, construction specifications, contract forms, labor provisions, notice to bidders and proposal forms for the airport improvements listed in Section 1.

The Consultant will affix the seal of a registered Professional Engineer licensed to practice in the State of Kansas to the construction plans and specification/contract bound volume. The Consultant agrees to provide the following services:

- a. Confer by telephone conference call with the Sponsor and the Federal Aviation Administration (FAA) in accordance with FAA/ACE AIP Guide No. 910-Predesign Conference. The Consultant shall prepare an agenda for the meeting, lead the discussion, and provide minutes of the conference that highlights critical project issues.
- b. Prepare detailed plans, specifications, contract documents and Engineer's Design Report. FAA's current (at contract date) Advisory Circular (AC) **150/5370-10, Standards for Specifying Construction of Airports**, will be used when preparing the plans and specifications. The detailed plans, specifications, contract documents and Engineer's Design Report will be submitted to the FAA (2 copies) for review within 90 days after the execution of this agreement.
- c. The consultant agrees to follow the FAA/ACE AIP Guides (current as of the contract date) numbered below:
  - (1) FAA/ACE AIP Guide No. 920 Engineering Report
  - (2) FAA/ACE AIP Guide No. 930-Plans & Specifications
  - (3) FAA/ACE AIP Guide No. 940-Regional Approved Modifications to AC 150/5370-10
  - (4) FAA/ACE AIP Guide No. 950-Sponsor Modifications of FAA Standards
  - (5) FAA/ACE AIP Guide No. 951-Use of State Standards
  - (6) FAA/ACE AIP Guide No. 960-Safety Plan

- d. Revise and submit plans, specifications, contract documents and Engineer's Design Report within 14 days of receipt of comments from the FAA per Item c. submittals above.
- e. A set of review plans and specifications will be submitted for review by the FAA and the Sponsor at the 30% and 90% plan completion. The Consultant will address all comments and feedback provided from these reviews as the design progresses.
- e. The original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations and other data prepared or obtained under the terms of this contract are instruments of service and shall remain the Consultant's property. Reproducible copies of drawings and copies of other pertinent data will be made available to the sponsor upon request. Copies of disks containing all drawings will be furnished upon request to the sponsor for their use. The Consultant will provide, without cost to the Sponsor and approving agencies, the necessary number of copies for review and approval.
- f. Benesch will participate in the completion of the DBE program for this project.

This phase will be complete upon completion of all items listed above.

#### **PHASE 6 – PROJECT CLOSEOUT:**

This phase shall include the preparation and submittal of project close-out documentation to FAA.

- a. All documentation shall be submitted to FAA within 90 days from the project completion, including a final construction report that addresses pertinent sections of the latest (as of contract date) FAA Central Region AIP Guide No. 1610 – Development Project Closeout. Final documents shall be provided to FAA prior to the consultant's final pay request.
- b. Arrange and conduct final inspections. Submit a summary of test results and a quality control report complete with checklists, performance test results, pay factor adjustments, etc.

This phase shall be considered complete when FAA and the Sponsor have successfully closed out the project.

#### **PHASE 7 – PROJECT MANAGEMENT:**

This phase involves all project management necessary to insure phases 1-6 are completed appropriately along with coordinating all aspects of the project with the project team members. This task also involves, but is not limited to:

- Project Coordination with team members, client, and FAA
- Perform internal Quality Control/Quality Acceptance reviews prior to submitting all documentation.
- Maintain project correspondence with FAA & Sponsor (including quarterly reports to FAA and potential weekly reports to the Sponsor)
- Complete Grant Application paperwork and coordinate Sponsor authorization to secure funding.

This phase shall be considered complete when FAA and the Sponsor has successfully closed out the project.

## FEES AND CHARGES:

The Sponsor shall pay the Consultant for the services described in this agreement as follows:

Phase 1: Aeronautical Survey and Airport Airspace Analysis: Benesch. Payment for the items included in Phase 1 shall be the lump sum of \$49,046.00 shown on Exhibit B.

Phase 2: Aeronautical Survey and Airport Airspace Analysis: Geodetix Payment for the items included in Phase 2 shall be the lump sum of \$34,416.00 shown on Exhibit B.

Phase 3: Topographic Survey. Payment for the items included in Phase 3 shall be the lump sum of \$8,530.00 shown on Exhibit D.

Phase 4: Special Services - Geotechnical Evaluation. Payment for the items included in Phase 4 shall be the lump sum of \$9,725.00 shown on Exhibit D.

Phase 5: Design Phase. Payment for the items included in Phase 5 shall be the lump sum of \$185,600.00 shown on Exhibit D.

Phase 6: Project Closeout. Payment for the items included in Phase 6 shall be the lump sum of \$2,420.00 shown on Exhibit D.

Phase 7: Project Management. Payment for the items included in Phase 7 shall be the lump sum of \$24,350.00 shown on Exhibit D.

This results in a total lump sum amount of **three-hundred fourteen thousand, eighty-seven dollars (\$314,087.00)**. Payment shall be due monthly according to the percent of the phase complete at the date of the billing.

If Special Services are added during the course of this contract, a supplemental agreement will be executed to cover any added fees when the services are authorized. All supplemental agreements are subject to the same approvals as this agreement.

### Payment Provisions and Adjustments

All payments shall be made based on the lump sum amounts, as provided. If the scope of consultant services changes, causing an increase or decrease to the Consultant's costs, this contract shall be adjusted to cover the increase or decrease in costs. If circumstances beyond the control of the Consultant require more than 18 months from the date of this agreement to complete the work specified herein, this contract may be adjusted to cover any increase in the Consultant's costs yet to be incurred. All adjustments shall be negotiated in the same manner as this contract and shall be executed as a Supplemental Agreement to the original contract. The Sponsor will not reduce the Consultant's final payment for any part of the project designed but not actually constructed.

The Consultant shall attach a separate Exhibit to this agreement for each subconsultant used in each phase for any part of the services to be performed by subconsultant. Subconsultant Exhibits shall break out hours, rates and fees necessary for determination of reasonableness of cost.

**Project Overhead Rate:**

HWS and Alfred Benesch and Company merged effective May 31, 2010. The two firms had widely varied overhead rates. The 'new' audited rate for the combined firm "Alfred Benesch & Company" will not be determinable until a full year has elapsed under the merged operations. Based on estimates from each firm's fiscal year performance, and making internal adjustments for efficiencies, it is estimated that the combined firm's overhead rate will be approximately 163%. Attached, in Exhibit E, are copies of the latest available audits for HWS (2009) and Benesch (2010) prior to merger. The estimated merged rate of 163% will be used for this contract.

**SECTION 1 – TITLE VI ASSURANCES:**

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

1. Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin or ancestry in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin or ancestry.
4. Information and Reports. The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
  - a) withholding of payment to the Consultant under the contract until the Consultant complies, and/or
  - b) cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 of this Section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Sponsor to enter into such litigation to protect the interests of the Sponsor and, in addition, the Consultant may request the State of Kansas or the United States to enter into such litigation to protect the interests of the State of Kansas or the United States.

## **SECTION 2 – DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIRED STATEMENT.**

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

## **SECTION 3 – TRADE RESTRICTION CLAUSE**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of

changed circumstances. The subcontractor agrees to provide immediate written notice to the contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001. (Reference: 49 CFR Part 30).

#### **SECTION 4 – RIGHTS TO INVENTIONS**

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed. Information regarding these rights is available from the FAA and the Sponsor. (Reference: 49 CFR Part 18).

#### **SECTION 5 – CERTIFICATION FOR PROJECT PLANS AND SPECIFICATIONS.**

The Consultant certifies that:

1. The plans and specifications will be developed in accordance with all applicable Federal standards and requirements and there will be no deviation from or modification to standards set forth in the advisory circulars without prior FAA approval;
2. The specifications for equipment will not be proprietary or written so as to restrict competition;
3. The development included in the plans is depicted on an airport layout plan approved by FAA;
4. Development which is ineligible for AIP funding will be omitted from the plans and specifications or will be depicted in a separate section;
5. Process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 will be included in the project specifications;
6. A value engineering clause will not be incorporated into the contract without FAA concurrence;
7. The plans and specifications will incorporate applicable requirements and recommendations set forth in the Federally-approved environmental finding;
8. For construction activities within or near aircraft operational areas, the requirements contained in the latest (as of bid date) Advisory Circular 150/5370-2 will be discussed with FAA and incorporated into the specifications and a safety or phasing plan will be prepared with FAA's concurrence.

#### **SECTION 6 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

The consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions,

solicitations, proposals, contracts and subcontracts. Where the consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this proposal or contract. (Reference: 49 CFR Part 29).

#### **SECTION 7 – LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

No federal appropriated funds shall be paid, by or on behalf of the consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

#### **SECTION 8 – GENERAL CIVIL RIGHTS PROVISIONS**

The consultant assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, handicap, religion, marital status, physical or mental disability, political affiliation, national origin or ancestry, be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the consultant or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. The consultant assures that it will not discriminate against any employees or applicant for employment on the basis of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin or ancestry. (Reference: Airport and Airway Improvement Act of 1982, Section 520 and State of Nebraska).

#### **SECTION 9 – BREACH OF CONTRACT TERMS**

Any violation or breach of the terms of this contract on the part of the consultant or subcontractor may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement. (Reference: Sanctions - 49 CFR Part 18).

#### **SECTION 10 – TERMINATION OF CONTRACT**

The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice

services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services. If the termination is due to failure to fulfill the consultant's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for additional cost occasioned to the Sponsor thereby.

If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in the second paragraph of this Section. The rights and remedies of the Sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract. (Reference: 49 CFR Part 18).

#### **SECTION 11 – ACCESS TO RECORDS**

The consultant shall maintain an acceptable cost accounting system. The Sponsor, the Federal Aviation Administration, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any of the Consultant's books, documents, papers and records of the consultant which are pertinent to this contract, for the purposes of making an audit, examination, excerpt and transcriptions. The consultant shall maintain all required records for three years after the Sponsor makes final payment and all pending matters are closed.

#### **SECTION 12 – PROMPT PAYMENT CLAUSE**

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance no later than 30 days from receipt of payment from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

#### **SECTION 13: APPROVALS**

It is understood and agreed that this contract and any subcontracts or supplemental agreements are subject to approval by the Federal Aviation Administration before any state or federal funds are obligated.

#### **SECTION 14: VETERAN'S PREFERENCE (FEB 96)**

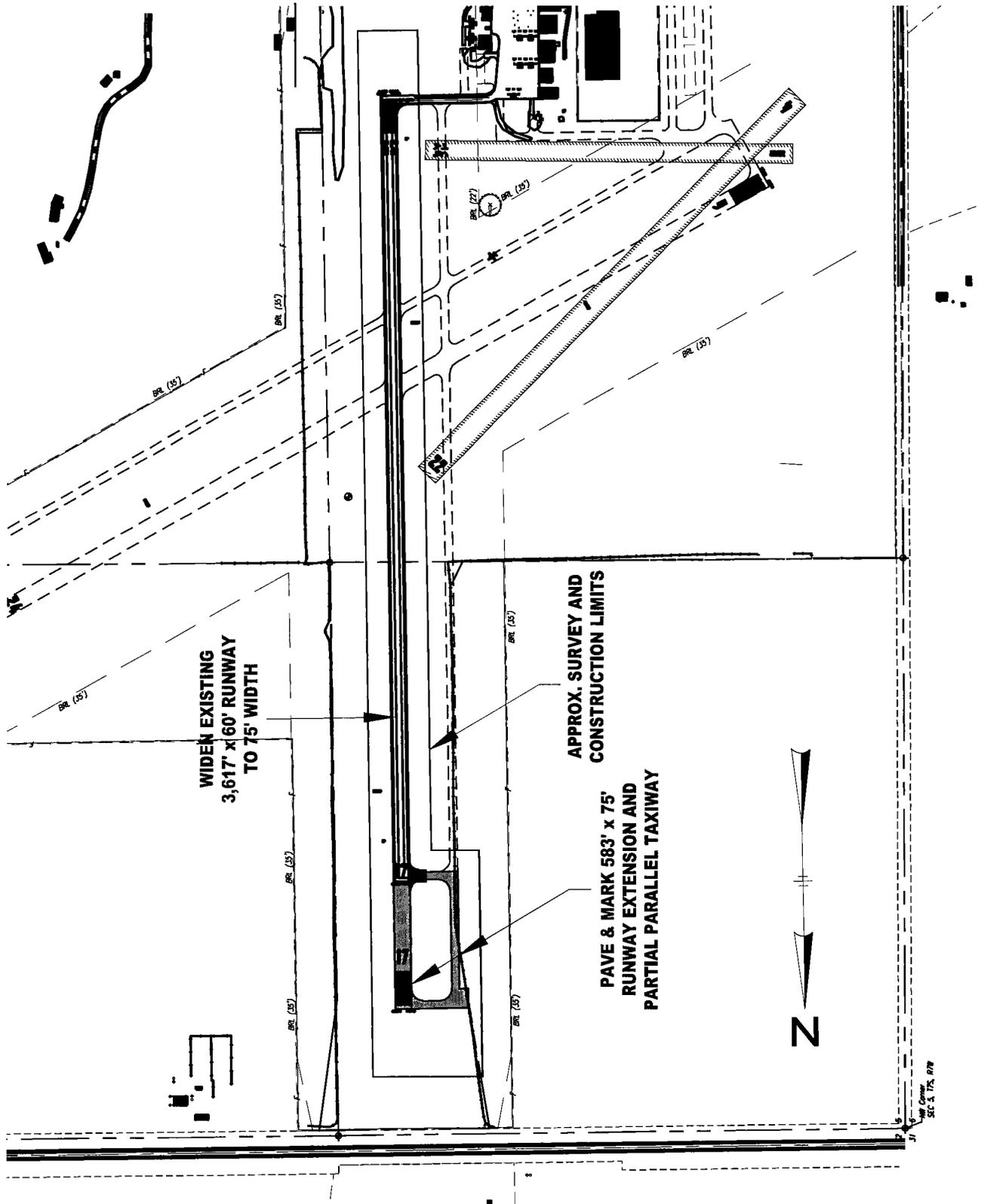
In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

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**EXHIBIT A**  
**PROJECT SKETCH**

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# EXHIBIT A: PROJECT SKETCH



SEC 3, 175, 178

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**EXHIBIT B**  
**AERONAUTICAL SURVEY**

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**Moritz Memorial Airport - K61**

4/4/2011

**Aeronautical Survey (Existing Conditions) and Vertically Guided Airport Airspace Analysis  
in support of Instrument Approach Procedure Development Only  
in accordance with FAA AC 150/5300-16A, -17B, and -18B**

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Assumptions:

- IAP Only
- Existing PACS/SACS
- VG AAA based on existing Rwy 35 end & Rwy 17 end design value
- Planimetric mapping limited to runway only.
- Obstacles and Landmark features captured in all VG OIS with limited landmark features
- Data feature attribution/enumeration limited to 12 feature classes
- Runway Profile 50-foot stations
- No ATCT
- No NAVAIDs
- Runway 17 design data will be included in the existing conditions survey geo-spatial data file (.dwg)
- No post-construction imagery
- Post-construction verification limited to Runway 17 end point only
- No post-construction update to geo-spatial data file

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<b>Phase</b>		<b>Benesch</b>	<b>Geodetix</b>	<b>Total</b>
1	Aeronautical Survey and Airport Airspace Analysis - IAP only	\$30,822	\$49,046	\$79,868
2	Post-Construction Field Verification Survey	\$3,594	\$0	\$3,594
		<b>Benesch</b>		
		\$34,416		
		<b>Geodetix</b>		
			\$49,046	
		<b>Project Total</b>		<b>\$83,462</b>

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**Scope of Work and Fee Estimate**  
for an  
**Aeronautical Survey and Airport Airspace Analysis**  
of the  
**Moritz Memorial Airport**  
in accordance with  
**Federal Aviation Administration**  
**Advisory Circulars 150/5300-16A, -17B, and -18B**

Prepared by



in conjunction with



Geodetix, Inc.

February 3, 2011

## **Proposal for Aviation Professional Services**

Alfred Benesch & Company (Benesch) and Geodetix, Inc. (Geodetix) present the following proposal for the Aeronautical Survey (AS) and Airport Airspace Analysis (AAA) of the Moritz Memorial Airport (K61 or the Airport), Beloit, Kansas.

Benesch will conduct the GPS ground field survey and final geo-spatial data file (.dwg) editing.

Geodetix will acquire the aerial imagery, photogrammetrically compile the Airport's planimetric and topographic features, and conduct the AAA.

The following items are included in this document:

- Project Overview
- Project Approach
- Fee Proposal

### **1. Project Overview**

The Airport currently has three runways: 17-35 (paved, 3610 feet long, 60 feet wide; 4-22 (turf, 2381 feet long, 110 feet wide); and 8-26 (turf, 165 feet long, 90 feet wide).

Runway 17-35 will be widened by 15 feet, for a total width of 75 feet, and extended 600 feet to the north, for a total length of 4,210 feet. A partial parallel taxiway (600') will be constructed in conjunction with the runway extension.

In support of instrument approach procedure (IAP) development, aerial imagery will be acquired, digital topographic and planimetric mapping of the existing conditions will be compiled, and a Vertically Guided (VG) AAA will be conducted. The AAA will be based on the existing runway end position and elevation of Runway 35, and the design position and elevation of the proposed Runway 17 end.

The Airport is anticipating requesting future development of area navigation (RNAV) global positioning system (GPS) localizer performance with vertical guidance (LPV) approaches to both ends of Runway 17-35, with a decision height of 200 feet above ground level, and  $\frac{3}{4}$  mile visibility minima.

It is anticipated that the AS and AAA will be conducted prior to the construction of the Runway 17-35 extension and partial parallel taxiway. The attached fee proposal details costs for both an existing conditions, pre-construction survey, and an "as-built", post-construction survey.

### **2. Project Approach**

All work conducted by Benesch and Geodetix shall be in accordance with the following Federal Aviation Administration (FAA) Advisory Circulars (AC), and submitted to, and in accordance with, all AGIS program requirements.

- 150/5300-16A, General Guidance and Specifications for Submission of Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey, dated September 15, 2007.
- 150/5300-17B, General Guidance and Specifications for Aeronautical Survey Airport Imagery Acquisition and Submission to the National Geodetic Survey, dated September 29, 2008.
- 150/5300-18B, General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards, dated May 21, 2009.
- 150/5300-13, Airport Design, Change 15, dated December 31, 2009,

In support of the IAP development, the following AS and AAA work tasks will be completed:

- Planning
- AGIS Documentation
- Ground Field Survey
- Aerial Imagery
- Aerotriangulation
- Mapping
- Attribution and Enumeration of Airport Data Features
- Orthophotos
- Airport Airspace Analysis
- Project Data Deliverables

## **2.1. Planning**

*AC 150/1500-18B, Table 2-1*, shall be used as the basis for determining what tasks and data collection is required for the project. All tasks in the "Instrument Procedure Development" column of Table 2-1, as well as the collection of airport planimetric data, will be completed. Benesch shall coordinate with Geodetix on the data collection methodology and documentation requirements. Data will be collected by field survey (conducted by Benesch) or photogrammetrically (conducted by Geodetix), based on accuracy requirements specified in *AC 150/5300-18B, Chapter 5*.

Benesch shall be responsible for uploading weekly project status reports to the project AGIS page, as required by *AC 150/5300-18B, 2.6.3*.

## **2.2. AGIS Documentation**

Documentation will include preparation and submission of required AGIS documents. Benesch shall be responsible for developing the AGIS-required *Statement of Work*; *Geodetic Control Plan* (if required), *Survey and Quality Control Plan*, and the *Final*

*Project Report* AGIS Statement of Work. Geodetix shall provide input for aerial imagery and photogrammetry, as is required for the development of the above documentation. Geodetix shall be responsible for developing the *Imagery Plan* Benesch shall be responsible for all documentation and data submittals to the AGIS Program, for FAA and NGS approval.

All field data and AAA shall be documented on the appropriate AGIS forms, downloaded from the AGIS website. The organization that is responsible for collecting the data shall be responsible for the associated forms.

The AGIS Project workflow is required to follow the pre-set steps within AGIS based on the objectives of the project, the type of aeronautical survey, and how the project is initiated in AGIS. FAA and NGS review and approvals of the required documentation must be obtained prior to conducting specific tasks, including acquisition of aerial photography and field surveys. The FAA and NGS review and approval times, of the required documentation and data submittals, are based on their current workload, and out of the control of Benesch or Geodetix.

### **2.3. Ground Field Survey**

The field survey shall be conducted by Benesch in accordance with *AC 150/5300-16A, -17B, and -18B*. Benesch shall provide GPS controlled surveying, based on NGS's current datums as published in the U. S. Federal Register. The current NGS official datums are: horizontal (NSRS 2007, NAD83 2007); vertical elevations (NAVD 88); and geoid model (GEOID09).

The Airport does not have existing Primary Airport Control Stations( PACS) or Secondary Airport Control Stations (SACS). Benesch shall establish two temporary airport control (TAC) stations in accordance with *AC 150/5300-16A, 2.2.2., Temporary Control*. The monuments will be brass caps in concrete or brass caps set in pipe as the soil and/or location dictates. GPS 1 and GPS 2 will be tied to the FBYN CORS, and D 287, PID KF0604, a Federal Base Network Control Station located near Formoso, Kansas or H 286, PID KF0548, a Horizontal and Vertical Control Station located near Concordia, Kansas. These control stations will be utilized in the local control network to maintain the Airport relative to the NSRS assuring accurate relationship between points surveyed on the Airport, and other points and facilities within the National Airspace System (NAS).

The survey of GPS 1 and GPS 2 will be of sufficient collection time to allow two independent Online Positioning User Service (OPUS) solutions of each monument. The OPUS specifications and accuracies will meet the numerical criteria for NGS to consider GPS 1 and GPS 2 for publication in the NGS Integrated Data Base.

Geodetix shall provide support and coordination in the collection of the photo control points and checkpoints required for the aerotriangulation of the aerial imagery.

The GPS control survey will also establish position and elevations of airport safety-critical features such as airport elevation, touchdown zone elevations, runway ends,

displaced thresholds (if applicable), runway profiles, and navigational aids (if applicable). All field survey data will meet or exceed *AC 150/5300-17B and -18B* accuracy requirements. Additional work efforts, outside of this project and fee proposal, will be required if new geodetic control monuments (PACS/SACS) must be established.

#### **2.4. Aerial Imagery**

The aerial imagery shall be acquired by Geodetix. It will include high-resolution color photography of the airport and the surrounding area encompassing the boundaries of the Vertically-Guided (VG) AAA surfaces. Geodetix shall collect imagery at two scales: 1 inch = 660 feet; and 1 inch = 1,600 feet. The associated target flying heights are 3,960 and 9,600 feet above ground level (AGL), which do not exceed 12,000 feet AGL, the maximum altitude for film-based systems with a 6-inch focal length camera, as specified in *AC 150/5300-17B, Section 9*. These altitudes produce four to ten-inch pixel resolution, and are based on the standards of the Federal Geographic Data Committee (FGDC) and the American Society of Photogrammetry and Remote Sensing (ASPRS). The actual heights shall not exceed two percent below or five percent above the target levels identified above. Ortho-rectified imagery will be submitted for both flight missions. Geodetix shall provide Benesch with the raw digital stereo imagery, and required documentation to be submitted to the National Geodetic Survey (NGS), in accordance with *AC 150-5300-17B, Section 20.a*.

**Exhibit 2-1** presents the proposed layout of the flight lines, photo control points, and the VG Obstruction Identification Surfaces (OIS). **Exhibits 2-2 – 2-5** present the overall view divided it into four quadrants.

#### **2.5. Aerial Triangulation (AT)**

The AT will be conducted by Geodetix. Photo control points (PCP) will be utilized to provide supplemental control for setting individual stereo models in the photogrammetric compilation instruments. All horizontal control positions, including the photo control points, determined by AT will be in Kansas State Plane North – Zone 1501, using the NAD83 horizontal datum and the NAVD88 vertical datum, with the U.S. survey feet as the unit of measurement. A certified photogrammetrist will inspect each process for accuracy. Any data that falls out of accuracy limits will be re-measured and re-computed. All control points will meet National Mapping Accuracy Standards.

#### **2.6. Mapping**

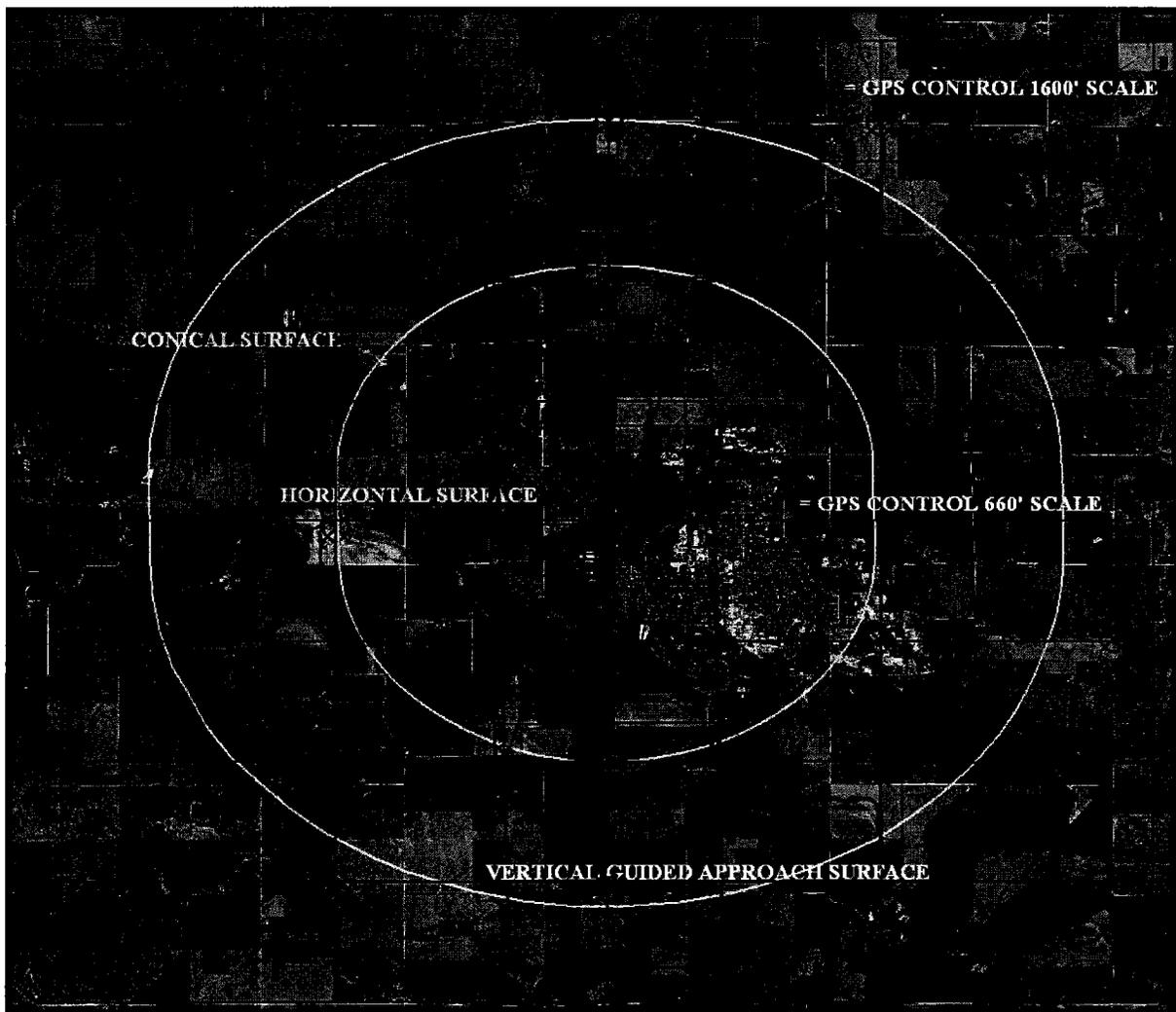
The mapping compilation will be conducted by Geodetix. It will include 3D planimetric data with 2-foot contours for the first 10,200 feet of the Vertically-Guided Approach Surface (VGAS) that fall outside of the Airport property, and 10-foot contours for the remaining 10,000 feet of the VGAS. All significant landmark features in the VGAS will be collected, regardless of whether they are an obstruction or not. Features in other airport surfaces will be collected as required by FAA guidance. All map features will be compiled on our digital stereoplotters, from the newly collected aerial imagery.

#### **2.7. Attribution and Enumeration of Airport Data Features**

The attribution and enumeration shall be completed by Geodetix for airport data features that can be measured or computed from the aerial imagery or the GPS control

survey data (collected by Benesch), as specified in AC 150/5300-18B, Section 2.5., *Feature Attribution*. Completion of the remaining attributes and enumerations of the airport's safety-critical or other required airport data features, required by the AGIS system, shall be collected and complied by Benesch.

**Exhibit 2-1 Proposed Imagery, Photo Control Points, OIS Layout**



Source: Geodetix, Inc., December 22, 2010, based on NPN Components, Inc., GPS-ProMap, Version 1.33.

**Exhibit 2-2 Proposed Imagery, Photo Control Points, OIS Layout (NW)**



Source: Geodetix, Inc., December 22, 2010, based on NPN Components, Inc., GPS Pro-Maps, Version 1.33.

Exhibit 2-3 Proposed Imagery, Photo Control Points, OIS Layout (NE)



Source: Geodetix, Inc., December 22, 2010, based on NPN Components, Inc., GPS Pro-Maps, Version 1.33.

**Exhibit 2-4 Proposed Imagery, Photo Control Points, OIS Layout (SW)**



Source: Geodetix, Inc., December 22, 2010, based on NPN Components, Inc., GPS Pro-Maps, Version 1.33.

Exhibit 2-5 Proposed Imagery, Photo Control Points, OIS Layout (SE)



Source: Geodetix, Inc., December 22, 2010, based on NPN Components, Inc., GPS Pro-Maps, Version 1.33.

## 2.8. Orthophotos

The orthophotos will be produced by Geodetix. They will be rectified on a pixel-by-pixel basis to meet photogrammetric accuracy standards. PCI Ortho Engine software will be utilized to process the Digital Elevation Model (DEM) data, resulting in scale-accurate digital photographic images. All orthophotography will meet or exceed the standard accuracy requirements. Geodetix will take particular care to ensure the image densities remain consistent. Visual inspection of the control points will take place after geocoding or rectification. Raw data will be reviewed for irregularities, and the model will be modified if necessary. Orthophotos will be sampled and manually inspected for quality and accuracy.

Geodetix shall provide the orthophotos and metadata to Benesch. Benesch shall be responsible for submitting the data to the FAA, in accordance with *AC 150/5300-17B, Section 22*.

## 2.9. Airport Airspace Analysis (AAA)

The AAA shall be conducted by Geodetix, in accordance with *AC 150/5300-18B*. Once data collection and map compilations are completed, the VG AAA will be conducted based on the existing runway end points for Runway 35, and the proposed end for Runway 17. Obstructions and penetrations to Runway 17-35 will be analyzed, identified, classified, and reported as specified by *AC 150/5300-18B, Section 2.7*. Runways 4-22 and 8-36 will not be studied.

## 2.10. Project Data Deliverables

The project data deliverables shall be the responsibility of Benesch.

Two imagery submittals are specified in *AC 150/5300-17B*:

- orthophotos with metadata, submitted to FAA on an external hard-drive
- raw stereo imagery and supporting documentation, submitted to NGS on an external hard-drive for review and approval.

Two data submittals are specified under *AC 150/5300-18B*:

- geo-spatial data file (.dwg compressed in .zip file), uploaded directly to AGIS
- *Final Project Report* (final survey data and supporting documentation), uploaded directly to AGIS

Geodetix shall be responsible for providing Benesch with all imagery, mapping data, and documentation required for the above submittals.

The *AC 150/5300-18B* compliant, geo-spatial data file (.dwg) contains no symbology such as for lights, poles, or polygons for objects such as signs, survey/control points, runway labels, runway/taxiway markings, or NAVAIDs. The *-18B* compliant data only contains lines, points and polylines. It is the goal of the AGIS program to develop an electronic Airport Layout Plan (eALP) module that will convert the *-18B* drawing to one

with conventional drawing symbology. At this time, the e-ALP module is still under development. In addition to the –18B compliant drawing, Geodetix will also provide Benesch with a geo-spatial file (.dwg), in –18B layer structure, that contains traditional symbology, for the Airport’s planning use only.

Geodetix shall deliver project data and documentation to Benesch by email or on an external hard drive inter-office shuttle (to be returned to Geodetix) as applicable.

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**EXHIBIT C**  
**GEOTECHNICAL EVALUATION**

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**Exhibit C**  
**Geotechnical Evaluation Additional Scope and Fee Information**

Item No.	Description	Estimated Quantity	Unit Price	Amount
I.	Mobilization and Equipment Preparation			
	1. Drill Rig and Crew			
	a. CME 75 Drill Rig	7 hr.	\$ 75.00 /hr.	\$ 525.00
	a. CME 550 Drill Rig-Truck and Trailer	- hr.	\$ 100.00 /hr.	\$ -
	a. Mobile B-53 Drill Rig	- hr.	\$ 58.00 /hr.	\$ -
	a. Tracked Bobcat Drill Rig & Trailer	- hr.	\$ 53.00 /hr.	\$ -
	a. MR-24 Drill Rig	- hr.	\$ 47.00 /hr.	\$ -
	b. Field/Lab Technician III	8 hr.	\$ 67.00 /hr.	\$ 536.00
	c. Field/Lab Technician I	8 hr.	\$ 47.00 /hr.	\$ 376.00
	d. Field/Lab Technician I	- hr.	\$ 47.00 /hr.	\$ -
	2. Support Vehicle.			
	a. Vehicle Usage	2 day	\$ 45.00 /day	\$ 90.00
	b. Vehicle Mileage	400 mi.	\$ 0.650 /mi.	\$ 260.00
II.	Site Layout, Utility Locate, Water Readings, Cleanup			
	1. Field/Lab Technician III	3 hr.	\$ 67.00 /hr.	\$ 201.00
	2. Field/Lab Technician I	3 hr.	\$ 47.00 /hr.	\$ 141.00
	3. Field/Lab Technician I	- hr.	\$ 47.00 /hr.	\$ -
	4. Survey Crew	Estimated Amount		
III.	Drilling and Sampling			
	1. Dutch Friction-Cone Soundings (     -foot-deep soundings)	- ft.	\$ 5.25 /ft.	\$ -
	2. Auger Borings (6-inch-dia. Straight Auger) (     -foot-deep borings)	110 ft.	\$ 6.80 /ft.	\$ 748.00
	3. Auger Borings (Hollow -stem auger; 0-50 ft. depth) (     -foot-deep borings)	- ft.	\$ 9.50 /ft.	\$ -
	4. Auger Borings (Hollow-stem auger; 50-75 ft. depth) (     -foot-deep borings)	- ft.	\$ 12.00 /ft.	\$ -
	5. Auger Borings (Hollow-stem auger; 75-100 ft. depth) (     -foot-deep borings)	- ft.	\$ 15.25 /ft.	\$ -
	6. Standard Penetration Tests			
	(0-50 ft. depth)	-	\$ 24.25 ea.	\$ -
	(50-75 ft depth)	-	\$ 30.50 ea.	\$ -
	(75-100 ft. depth)	-	\$ 38.00 ea.	\$ -
	7. Obtaining Undisturbed Soil Samples	11	\$ 25.00 ea.	\$ 275.00
	8. Field Vane Shear Test	-	\$ 400.00 ea.	\$ -
	9. Backsaver Soil Probe	-	\$ 4.50 hr.	\$ -
	10. Hand Auger Borings			
	a. Field/Technician III	- hr.	\$ 67.00 /hr.	\$ -
	b. Field/Lab Technician I	- hr.	\$ 47.00 /hr.	\$ -
	c. Electric Core Machine Rental	- hr.	\$ 13.50 /hr.	\$ -
	d. Coring (bit wear)	- in.	\$ 4.50 /in.	\$ -
	e. Use of 3" Shelby Tubes	-	\$ 9.50 /ea.	\$ -
	f. Hand Auger	- day	\$ 14.75 /day	\$ -
	11. Rock Coring Bit Wear	- ft.	\$ 10.50 /ft.	\$ -
	12. Coring Support Trailer	- day	\$ 150.00 /day	\$ -

**Exhibit C**  
**Geotechnical Evaluation Additional Scope and Fee Information**

	13. Core Hole Setup	-	\$ 100.00 /ea.	\$ -
	14. Core Drilling	- ft.	\$ 40.00 /ft.	\$ -
	15. Mud and Drilling Fluid	- ft.	\$ 5.00 /ft.	\$ -
	16. Core Prep and RQD	-	\$ 50.00 /ea.	\$ -
IV.	Materials Laboratory Testing			
	1. Soil Density and Moisture Content Determination	11	\$ 34.50 ea.	\$ 379.50
	2. Soil Moisture Content Determination	-	\$ 13.00 ea.	\$ -
	3. Liquid & Plastic Limits, and Plasticity index (dry prep.)	4	\$ 91.00 ea.	\$ 364.00
	4. Unconfined Compressive Strength of Soil			
	a. Uncarved Shelby tube sample	-	\$ 51.00 ea.	\$ -
	b. Carved sample	-	\$ 69.50 ea.	\$ -
	5. Consolidation Test (without time deformation or permeability data)	-	\$ 142.00 ea.	\$ -
	6. Swell Test (without time deformation or permeability data)	1	\$ 164.00 ea.	\$ 164.00
	7. Sand Content (+#200 only)	-	\$ 33.50 ea.	\$ -
	8. Sieve Analysis (washed - more than 3000 grams)	-	\$ 54.50 ea.	\$ -
	9. Mechanical Analysis w/ + #10 Material (Hydrometer)	2	\$ 94.50 ea.	\$ 189.00
	10. Moisture-Density Relations of Soil (Method A)	2	\$ 145.00 ea.	\$ 290.00
	11. Falling-Head Permeability Test	-	\$ 172.00 ea.	\$ -
	12. Triaxial Compression of Cohesive Soil, Consolidated-Undrained w/ Pore-Pressure (Back-Pressure Saturated); 3 Points Per Envel.	- pt.	\$ 369.00 /pt.	\$ -
	13. Soil Corrosivity Test for Concrete (redox, pH, chlorides, sulfates)	- set	\$ 86.00 /set	\$ -
	14. Soil Corrosivity Test for Steel (redox, pH, resistivity, sulfides)	- set	\$ 86.00 /set	\$ -
	15. Soil Resistivity (App. A of ANSI/AWWA C105/A21.5)	-	\$ 28.00 ea.	\$ -
	16. Crumb Test	-	\$ 12.50 ea.	\$ -
	17. Pinhole Test	-	\$ 140.00 ea.	\$ -
	18. Unconfined Compressive Strength of Rock Cores	-	\$ 103.00 ea.	\$ -
	19. Extraction Test of AC Core Sample	-	\$ 96.00 ea.	\$ -
	20. Density Test of AC Core Sample	-	\$ 25.50 ea.	\$ -
	21. Maximum Specific Gravity of AC Mix (Rice Test)	-	\$ 95.00 ea.	\$ -
	22. California Bearing Ratio (Each Point)	4 pt.	\$ 213.00 ea.	\$ 852.00
	23. Fly Ash Stabilization Analysis for One Sample of CH Soil			
	a. Field/Lab Technician I	- hr.	\$ 41.00 /hr.	\$ -
	b. Liquid & Plastic Limits, and Plasticity Index	-	\$ 91.00 ea.	\$ -
	24. Lime Stabilization Analysis for One Sample of CH Soil (Eades-Grim)			
	a. Ph Determination	-	\$ 220.00 ea.	\$ -
	b. Moisture-Density Relations of Soil (Method A)	-	\$ 145.00 ea.	\$ -
	c. Moisture-Density Relations of Soil-Cement	-	\$ 209.00 ea.	\$ -
	d. Liquid & Plastic Limits, and Plasticity Index	-	\$ 91.00 ea.	\$ -
	e. California Bearing Ratio (Each Point)	- pt.	\$ 213.00 ea.	\$ -
V.	Project Coordination, Analysis and Report Preparation			
	1. Senior Project Manager	- hr.	\$ 161.00 /hr.	\$ -
	2. Project Engineer II	25.0 hr.	\$ 105.00 /hr.	\$ 2,625.00
	2. Senior Project Engineer	9.0 hr.	\$ 133.00 /hr.	\$ 1,197.00

**Exhibit C**  
**Geotechnical Evaluation Additional Scope and Fee Information**

	3. Project Scientist II	3.0 hr.	\$ 70.00 /hr.	\$ 210.00
	4. Project Assistant II	1.0 hr.	\$ 49.00 /hr.	\$ 49.00
VI.	Reimbursable Expenses and Equipment			
	Photocopies, Postage, Telephone Rate Charges, Facsimiles, etc.		Estimated Amount	
	Motel and Meals:			
	1. Motel (One night for a two-man crew)	Est.	At Cost	\$ 130.00
	2. Meals (Two days for two men)	Est.	At Cost	\$ 120.00
	The lump sum fee for the scope of services presented above is \$9,725.00.		Estimated Total:	\$ 9,725.00

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**EXHIBIT D**  
**PROJECT FEE BREAKDOWN**

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**EXHIBIT E**  
**SUMMARY OF OVERHEAD RATES**

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**HWS Consulting Group Inc. and Subsidiaries**  
**Schedule of General and**  
**Administrative Rate Computation**  
**Year Ended June 27, 2009**

	Financial Statement Expense	Unallowable Expense	FAR Ref.	Total Proposed
<b>Direct Labor</b>	<u>\$ 4,366,475</u>	<u>\$ (55,353)</u>	(1)	<u>\$ 4,311,122</u>
<b>Fringe Benefits</b>				
Bonus and incentive	\$ 111,372	\$ -		\$ 111,372
Flexible time off	576,160	-		576,160
Catastrophic time off	62,460	-		62,460
Holiday	269,897	-		269,897
<b>Total Fringe Benefits</b>	<u>\$ 1,019,889</u>	<u>\$ -</u>		<u>\$ 1,019,889</u>
<b>General Overhead</b>				
Indirect Labor	\$ 3,247,059	\$ (4,028)	(1)	\$ 3,243,031
Accounting	57,175	-		57,175
Advertising	28,598	(28,598)	(2)	-
Bad debts/collection	273,242	(273,242)	(3)	-
Computer processing	163,948	-		163,948
Contributions	28,880	(28,880)	(4)	-
Depreciation	818,499	-		818,499
Dues and publications	81,149	(7,922)	(5)	73,227
Education	108,452	-		108,452
Employer 401(k) contributions	159,525	-		159,525
Insurance-general	371,287	-		371,287
Insurance-group health	560,511	-		560,511
Insurance-officer life	25,414	(25,414)	(6)	-
Legal	92,620	(17,575)	(7)	75,045
Miscellaneous	90,287	(87,455)	(8)	2,832
Office supplies and equipment	60,835	-		60,835
Outside services	95,527	-		95,527
Postage and shipping	36,347	-		36,347
Production supplies	197,624	-		197,624
Selection and hiring	8,883	-		8,883
Repairs and maintenance	116,677	-		116,677
Rent - office	454,536	-		454,536
Taxes - general	53,273	-		53,273
Taxes - payroll	658,451	-		658,451
Telephone	139,225	-		139,225
Travel	120,589	(44,288)	(9)	76,301
Utilities	71,511	-		71,511
Vehicles	(161,177)	-		(161,177)
<b>Total General Overhead</b>	<u>\$ 7,958,947</u>	<u>\$ (517,402)</u>		<u>\$ 7,441,545</u>
<b>Total Indirect Cost</b>				<u>\$ 8,461,434</u>
<b>Percent of Direct Labor</b>				<u>196.27%</u>

See Accompanying Notes to Schedule of General and Administrative Rate Computation.

## Independent Accountants' Report

Board of Directors  
HWS Consulting Group Inc.  
Lincoln, Nebraska

We have audited the accompanying Schedule of General and Administrative Rate Computation of HWS Consulting Group Inc. and Subsidiaries for the year ended June 27, 2009. The schedule is the responsibility of the Company's management. Our responsibility is to express an opinion on the schedule based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in the *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the schedule is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the schedule. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall schedule presentation. We believe that our audit provides a reasonable basis for our opinion.

The accompanying schedule is presented on a basis of accounting practices prescribed in Subpart 31.2 of Federal Acquisition Regulations (FAR) titled *Contracts With Commercial Organizations* and certain other federal and state regulations as discussed in Note 1, and is not intended to be a presentation in conformity with accounting principles generally accepted in the United States of America.

The schedule of HWS Consulting Group Inc. and Subsidiaries for the year ended June 27, 2009, has not been examined by the applicable government authorities and is subject to final determination by them. Since many types of expenditures are susceptible to varying interpretation of the cost principles contained in the FAR described in Note 1, the amounts reported in the accompanying schedule may be subject to adjustment at a later date upon final determination by the respective government authorities.

In our opinion, the schedule referred to above presents fairly, in all material respects, the calculation of the general and administrative rate of HWS Consulting Group Inc. and Subsidiaries for the year ended June 27, 2009, on the basis of accounting described in Note 1.

In accordance with the *Government Auditing Standards* we have issued a report dated September 21, 2009 on our consideration of the Company's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

This report is intended solely for the use and information of HWS Consulting Group Inc. and Subsidiaries and applicable government agencies or other customers with contracts employing the cost principles of the Federal Acquisition Regulations and is not intended to be and should not be used by anyone other than these specified parties.

BKO, LLP

September 21, 2009

**ALFRED BENESCH & COMPANY**  
**SCHEDULE OF DIRECT LABOR, FRINGE BENEFITS**  
**AND GENERAL OVERHEAD**

**MAY 30, 2010**

**ALFRED BENESCH & COMPANY**

**SCHEDULE OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD**

**MAY 31, 2010**

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## INDEPENDENT AUDITOR'S REPORT

Board of Directors and Shareholders  
Alfred Benesch & Company

We have audited the accompanying schedule of direct labor, fringe benefits and general overhead of Alfred Benesch & Company (the "Company") for the year ended May 30, 2010. This schedule is the responsibility of the Company's management. Our responsibility is to express an opinion on this schedule based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the schedule of direct labor, fringe benefits and general overhead is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the schedule of direct labor, fringe benefits and general overhead. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall schedule presentation. We believe that our audit provides a reasonable basis for our opinion.

The accompanying schedule was prepared on the basis of accounting practices prescribed by Part 31 of the Federal Acquisition Regulations (FARs) and Pennsylvania Department of Transportation regulations, statutes, and policies as described in Note 1, and is not intended to be a presentation in conformity with accounting principles generally accepted in the United States.

In our opinion, the schedule referred to above presents fairly, in all material respects, the direct labor, fringe benefits and general overhead of the Company for the year ended May 30, 2010 on the basis of accounting described in Note 1.

This report is intended solely for the use and information of the Company and the Commonwealth of Pennsylvania Department of Transportation and should not be used for any other purpose.

*FGMK, LLC*

Bannockburn, Illinois  
September 30, 2010

2801 Lakeside Drive  
3rd Floor  
Bannockburn, IL 60015

847 374 0400 v  
847 374 0420 f

[www.fgmk.net](http://www.fgmk.net)

## ALFRED BENESCH &amp; COMPANY

## SCHEDULE OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD

YEAR ENDED MAY 30, 2010

	FAR Section for Unallowable Costs	Total Costs	Unallowable Costs	Allowable Costs
<b>DIRECT LABOR</b>		<u>\$ 12,562,855</u>	<u>\$ -</u>	<u>\$ 12,562,855</u>
<b>FRINGE BENEFITS</b>	31.205-6	<u>\$ 12,939,541</u>	<u>\$ 2,299,745</u>	<u>\$ 10,639,796</u>
<b>GENERAL OVERHEAD</b>				
Indirect salaries		\$ 4,058,799	\$ -	\$ 4,058,799
Rent		1,359,748	-	1,359,748
Depreciation and amortization	31.205-16	642,961	37,483	605,478
Equipment rental and maintenance		426,137	-	426,137
Insurance		403,430	-	403,430
Professional services	31.205-27	502,497	173,778	328,719
Travel and automobile		370,013	-	370,013
Office expense		267,266	-	267,266
Office supplies		184,346	-	184,346
Board of directors' fees		63,000	-	63,000
Local taxes and licenses		144,431	-	144,431
Telephone		160,958	-	160,958
Business development	31.205-14	112,635	101,120	11,515
Interest expense	31.205-20	84,695	84,695	-
Meetings and seminars		126,571	-	126,571
Engineering technical societies		64,615	-	64,615
Holiday events	31.205-51	52,457	42,682	9,775
Utilities		53,645	-	53,645
Advertising and promotion	31.205-1	46,929	46,929	-
Contributions	31.205-8	51,865	51,865	-
Printing and reproduction		54,704	-	54,704
Insurance - officers' life	31.205-19	10,512	10,512	-
Income taxes		75	-	75
Indirect cost allocations		(372,925)	-	(372,925)
Total general overhead		<u>\$ 8,869,364</u>	<u>\$ 549,064</u>	<u>\$ 8,320,300</u>

The accompanying notes are an integral part of this statement.

## ALFRED BENESCH &amp; COMPANY

## NOTES TO THE SCHEDULE OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD

## NOTE 1 – NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

**Nature of Operations.** Alfred Benesch & Company (the “Company”) provides civil engineering and professional land surveying services which includes innovative quality designs for buildings, highways, and railroad projects. Clients are generally located in the Eastern half of the United States and include federal, state and local governments and private sector clients. The Company operated out of five regional offices during the fiscal year.

**Use of Estimates.** The preparation of financial schedules in accordance with Federal Acquisition Regulations (“FARs”) requires management to make estimates and assumptions that affect the reported amounts of allowable and unallowable costs during the reporting period. Actual results could differ from those estimates.

**Fiscal Year.** The Company is on a 52/53-week fiscal year which ends on the last Sunday in May. There were 52 weeks of operations during the fiscal year ended May 31, 2010.

**Basis of Accounting and Description of Accounting Systems.** The Company’s schedule of direct labor, fringe benefits and general overhead was prepared on the basis of accounting practices prescribed by Part 31 of the FARs and applicable Pennsylvania Department of Transportation regulations, statutes and policies. Accordingly, the schedule of indirect costs is not intended to present the results of operations of the Company in conformity with accounting principles generally accepted in the United States.

The Company maintains a project cost accounting system for the recording and accumulation of costs incurred under its contracts. Each project is assigned a specific number so that costs may be segregated and accumulated in the Company’s project cost system. The Company regularly reconciles and agrees costs per the project cost system to costs recorded in its general ledger system.

The Company’s method of estimating costs for pricing purposes during the proposal process is consistent with the accumulation and reporting of costs under its project cost system.

Expenses not charged to projects as direct costs are treated as general overhead costs for the purpose of this report.

## NOTE 2 – DESCRIPTION OF OVERHEAD RATE STRUCTURE

The Company uses a company-wide reporting unit and all overhead costs are allocated on the basis of direct labor. Direct project costs are consistently charged to all projects and not just projects that reimburse for such costs. Direct project costs include subconsultants, travel, computer time, field expenses, printing and reproduction.

## NOTE 3 – DESCRIPTION OF LABOR RELATED COSTS

**Project Labor.** The Company charges labor to all projects based on an actual hourly rate.

**Paid Time Off.** Full-time employees are eligible for paid-time benefits which encompass both vacation and sick time. The amount of paid-time benefits credited to an employee’s paid-time benefits account are based on the employee’s accrual basis hours. Employees accumulate paid-time benefits at an annual rate of 136 hours for one to six years of service and 176 hours for at least seven years of service. Paid-time benefits in excess of 80 hours remaining at the end of the fiscal year are converted to equivalent dollars and paid to employees on the first payroll payday of the subsequent fiscal year. Accrued paid-time benefits are disbursed to employees upon termination of their employment.

**Paid Overtime and Uncompensated Overtime.** The premium portion of overtime pay is charged directly to projects as direct labor. However, overhead is not applied to that portion of direct labor upon billing. The Company does not have uncompensated overtime.

(Continued)

## ALFRED BENESCH &amp; COMPANY

## NOTES TO THE SCHEDULE OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD

(Continued)

## NOTE 3 – DESCRIPTION OF LABOR RELATED COSTS (Concluded)

**Highly Compensated Employees.** The Company reviewed levels of incentive compensation for reasonableness in accordance with FAR section 31.205-6 and has reported \$2,299,745 of that compensation as an unallowable cost on the schedule of direct labor, fringe benefits and general overhead for the year ended May 30, 2010.

**Pension Plans.** The Company has a qualified defined contribution pension plan, meeting the requirements of FAR Section 31.205-6(j), to which it makes a cash contribution of 5% of employees' W-2 compensation, subject to certain wage limitations and employment terms.

In addition, the Company has a profit-sharing plan covering all eligible employees and matched 80% of up to 5% of each participant's contribution for the year ended May 30, 2010.

**Contract Labor.** The Company does not have any contract labor costs.

**Transportation, Lodging, Meals and Incidental Expenses.** The Company charges all direct transportation, lodging, meals and incidental expenses incurred by employees to projects on the basis of actual costs. Mileage is charged at a prevailing rates published by the Internal Revenue Service. These charges are adjusted upon billing based on particular state or agency restrictions.

## NOTE 4 – DESCRIPTION OF DEPRECIATION/LEASING POLICIES

Certain assets are purchased and depreciated, while others are leased and considered capital leases. For assets acquired under capital leases, cost is determined as the lower of the present value at the beginning of the lease term, or the fair value of the leased property at the inception of the lease. Maintenance, repairs and minor renewals are expensed as incurred. When assets are retired or otherwise disposed of, their cost and related accumulated depreciation are written down and the resulting gain or loss is included in operations. Depreciation and amortization are calculated using the straight-line method over the shorter of the lease term or the estimated useful lives which range from two to twenty five years.

The Company leases corporate offices and field offices on an as-needed, job-specific basis, under operating leases. Lease payments, including any scheduled increases, are recognized as expense evenly over the terms of the leases. The cumulative effect of differences between amounts expensed and amounts paid is included in deferred rent. Deferred rent also includes the unamortized portion of tenant incentive allowances.

## NOTE 5 – FRINGE BENEFITS

The Company incurred the following fringe benefits costs for the year ended May 30, 2010:

Incentive bonuses	\$ 5,752,083
Vacation, holiday and sick pay	1,886,157
Group Insurance	1,910,389
Pension and retirement benefits	1,782,058
FICA expense	1,434,969
Unemployment and other payroll taxes	109,767
Workmen's compensation	64,118
	<u>\$ 12,939,541</u>

**ALFRED BENESCH & COMPANY****NOTES TO THE SCHEDULE OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD**  
(Concluded)**NOTE 6 – CALCULATION OF OVERHEAD RATE**

The following tabulations summarize overhead rates incurred by the Company for the year ended May 30, 2010:

Payroll burden and fringe expense percentage rate	84.69 %
General and administrative overhead expense percentage rate	<u>66.23 %</u>
	<u>150.92 %</u>

## ITEMS FOR COUNCIL DISCUSSION

DATE:

April 19, 2011

TITLE:

WORK SESSION DISCUSSION

### **DISCUSSION:**

Items for discussion at your April 19th, 2011 Work Session will include the following:

#### **Waterline Project:**

Stuart Porter from Schwab-Eaton Engineering will make a presentation about the proposed water-line projects.

#### **Utility Rates:**

The city administrator will present a follow-up to the previous meeting about city utility rates. This presentation will focus on the impact on customers of passing through utility franchise fees.

#### **Property Maintenance:**

The city code officer will discuss the enclosed preliminary draft of a new property maintenance code.

Respectfully submitted,

Glenn Rodden  
City Administrator

## MINIMUM HOUSING CODE

Section 1. TITLE. This ordinance shall be known as the "Minimum Standard for Housing and Premises Code," and will be referred to herein as "this code."

Section 2. GENERAL. Buildings used in whole or in part as a home or residence of a single family or person and every building used in whole or in part as a home or residence of two or more persons or families living in separate apartments and all premises, either residential or non-residential, shall conform to the requirements of this ordinance.

Section 3. DECLARATION OF POLICY. The governing body declares the purpose of this ordinance is to protect, preserve, and promote the physical and mental health of the people, investigate and control communicable diseases, regulate privately and publicly-owned structures or dwellings, and all premises for the purpose of sanitation and public health, general appearance, and protect the safety of the people and promote the general welfare by legislation which shall be applicable to all dwellings, structures and premises now in existence or hereafter constructed or developed and which legislation:

- (a) Establishes minimum standards for basic equipment and facilities for light, ventilation and heating, for safety from fire, for the use and location and amount of space for human occupancy, and for safe and sanitary maintenance;
- (b) Establishes standards concerning unsightly and blighted buildings and premises, both residential and non-residential structures.
- (c) Determines the responsibilities of owners, operators and occupants.
- (d) Provides for the administration and enforcement thereof.

Section 4. DEFINITIONS. The following definitions shall apply to the enforcement of this ordinance:

- (a) Basement shall mean a portion of a building located partly underground, but having less than half its clear floor-to-ceiling height below the average grade of the adjoining ground.
- (b) Cellar shall mean a portion of a building located partly or wholly underground, and having half or more than half of its clear floor-to-ceiling height below the average grade of the adjoining ground.
- (c) Dwelling shall mean any building which is wholly or partly used or intended to be used for living or sleeping by human occupants: provided, that temporary housing hereinafter defined shall not be regarded as a dwelling.
- (d) Dwelling Unit shall mean any room or group of rooms located within a dwelling and forming a single habitable unit with facilities which are used, or intended to be used for living, sleeping, cooking and eating.
- (e) Habitable Dwelling shall mean any structure or part thereof that shall be used as a home or place of abode by one or more persons.
- (f) Habitable Room shall mean a room designed to be used for living, sleeping, eating or cooking purposes, excluding bathrooms, toilet rooms, closets, halls and storage places, or other similar places, not used by persons for extended periods.
- (g) Infestation shall mean the presence, within or around a dwelling, of insects, rodents, or other pests.
- (h) Multiple Dwelling shall mean any dwelling containing more than two dwelling units.
- (i) Occupant shall mean any person, over one year of age, living, sleeping, cooking, or eating in, or having actual possession of, a dwelling unit or rooming unit.
- (j) Operator shall mean any person who has charge, care, owns, or has control of a premise or of a building or structure or part thereof, in which dwelling units or rooming units are let.
- (k) Owner shall mean any person, firm, or corporation, who jointly or severally along with others,

shall be in actual possession of, or have charge, care and control of any structure or dwelling unit or premises within the city as owner, employee, or agent of the owner, or as trustee or guardian of the estate or person of the title holder, and such person shall be deemed and taken to be the owner or owner of such property within the true intent and meaning of this ordinance and shall be bound to comply with the provisions of this ordinance to the same extent as the record owner and notice to any such person shall be deemed and taken to be a good and sufficient notice as if such person or persons were actually the record owner or owner of such property.

(l) Person shall mean and include any individual, firm, corporation, association or partnership.

(m) Plumbing shall mean and include all of the following supplied facilities and equipment: gas or fuel pipes, gas or fuel burning equipment, water pipes, garbage disposal units, waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes-washing machines, catch basins, drains, vents and any other similar supplied fixtures, together with all connections to water, sewer, gas or fuel lines.

(n) Premise shall mean any lot or land area, either residential or non- residential, not covered by a structure and which is subject to a city tax in part or in whole.

(o) Public Officer shall mean the City Code Official and/or his or her designate agent or any certified law enforcement officer acting in their official capacity.

(p) Rooming House shall mean any dwelling, or that part of a dwelling containing one or more rooming units in which space is let by the owner or operator to three or more persons who are not husband and wife, son or daughter, mother or father, or sister or brother of the owner or operator.

(q) Rooming Unit shall mean any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes.

(r) Refuse. For the purpose of this ordinance refuse shall include garbage, and trash.

(1) Garbage shall mean any accumulation of animal, fruit or vegetable waste matter that attends the preparation of, use of, cooking of, delivering of, or storage of meats, fish, fowl, fruit or vegetable.

(2) Trash (Combustible). For the purpose of this ordinance combustible trash shall mean waste consisting of papers, cartons, boxes, barrels, wood and excelsior, tree branches, yard trimmings, wood furniture, bedding and leaves, or any other combustible materials.

(3) Trash (Non-Combustible). For the purpose of this ordinance non- combustible trash shall mean waste consisting of metals, tin cans, glass, crockery, other mineral refuse and ashes and street rubbish and sweepings, dirt, sand, concrete scrap, or any other non-combustible material.

(s) Structure shall mean anything constructed or erected on the ground or attached to something having a location on the ground.

(t) Supplied shall mean paid for, furnished, or provided by or under the control of, the owner or operator.

(u) Temporary Housing shall mean any tent, trailer, or other structure used for human shelter which is designed to be transportable and which is not attached to the ground, house or building or another structure, or to any utilities system on the same premises for more than 30 consecutive days, except when located in a mobile home court duly licensed under laws of the city.

(v) Words - Meanings. Whenever the words "dwelling," "dwelling unit," "rooming house," "rooming unit," "premises," are used in this ordinance, they shall be construed as though they were followed by the words "or any part thereof."

#### Section 5. DUTY OF OCCUPANT OR OWNER OF OCCUPIED OR UNOCCUPIED BUILDING AND ITS PREMISES OR VACANT PREMISES.

(a) It shall be the duty of the owner of every occupied or unoccupied dwelling, building and premises or vacant premise, including all yards, lawns and courts to keep such property clean and free from any accumulation of filth, rubbish, garbage, or any similar matter as covered by Sections 8:9.

(b) It shall be the duty of each occupant of a dwelling unit to keep in clean condition the portion of

the property which he or she occupies and of which he or she has exclusive control, to comply with the rules and regulations, to place all garbage and refuse in proper containers. Where care of the premise is not the responsibility of the occupant then the owner is responsible for violations of this ordinance applicable to the premise.

(c) If receptacles are not provided by the owner, then the occupant shall provide receptacles as may be necessary to contain all garbage and trash.

(d) Every occupant of a dwelling containing a single dwelling unit shall be responsible for the extermination of any insects, rodents or other pests therein or on the premises; and every occupant of a dwelling unit in a dwelling containing more than one dwelling unit shall be responsible for such extermination whenever his or her dwelling unit is the unit primarily infested.

(e) Notwithstanding, the foregoing provisions of this ordinance, whenever infestation is caused by failure of the owner to maintain a dwelling in a vermin proof or reasonable insect-proof condition, extermination shall be the responsibility of the owner and operator.

(f) Whenever infestation exists in two or more of the dwelling units in any dwelling, or in the shared or public parts of any dwelling containing two or more dwelling units, extermination thereof shall be the responsibility of the owner.

Section 6. REGULATIONS FOR THE USE AND OCCUPANCY OF DWELLINGS. No person shall occupy as owner-occupant or let to another for occupancy any dwelling or dwelling unit, for the purpose of living, sleeping, cooking, or eating therein, which does not comply with the following requirements. The following requirements are hereby declared essential to the health and safety of the occupants of such dwelling or dwelling unit:

(a) Attached Garages or Non-dwelling Areas. All non-dwelling occupancies shall be separated from the dwelling unit by a fire resistant wall and if the dwelling and garage are covered by a common or connecting roof, then the ceiling also must have a fire resistance rating of not less than one hour as defined in the building code.

(b) Basement or Cellar. The basement or cellar of any dwelling shall be reasonably dry and ventilated and shall be kept free from rubbish accumulation.

(c) Basement Dwelling Units. The use of basements or cellars for dwelling units is prohibited unless they comply with Section 6(r) governing ventilation, provided however, if occupied at the time of the passage of this ordinance and if it complies with all other provisions of this ordinance, the public officer may approve less than the required windows, if in his or her opinion, the window area is not detrimental to the occupants.

(d) Bathing Facilities. Every dwelling unit shall contain within a room which affords privacy to a person in the room, a bathtub or shower in good working condition and properly connected to an approved water and sewer system.

(e) Boarding and Rooming Houses. No room shall be used for sleeping purposes unless the ceiling height is at least seven feet and there are at least 400 cubic feet of air space for each occupant over six years of age. For sleeping rooms with sloping ceilings, the ceiling height shall be at least seven feet over at least 50 percent of the floor area.

(1) Bathing facilities shall be provided in the form of a tub or shower for each eight occupants. Separate facilities shall be provided for each sex and plainly marked.

(2) A flush water closet shall be provided for each six occupants and shall be separated with the separate access from bathing facilities if more than four occupants are served by each. Separate facilities shall be provided for each sex and shall be plainly marked.

(f) Drainage. All courts, yards or other areas on the premises of any dwelling shall be so graded and drained that there is no pooling of the water thereon. Properly constructed wading and swimming pools and fish ponds are exempted from this ordinance.

(g) Entrances. (1) For each dwelling unit, there shall be a normally used separate access either to a hallway, stairway, or street, which is safe and in good repair.

(2) A secondary exit to the ground, through windows, porch roofs, ladders or any combination

thereof that is free of hazard or egress, shall be available in case of fire.

(h) Floor Area. Every dwelling unit shall contain at least 150 square feet of floor space for the first occupant thereof and at least 100 additional square feet of floor space for every additional occupant thereof. The floor space shall be calculated on the basis of room area utilizing inside measurements. No floor space shall be included in determining habitable room area over which the ceiling is less than seven feet above the floor for the purpose of this subsection.

(i) Garbage and Trash Receptacles. Every dwelling and every dwelling unit shall be provided with such receptacles, not exceeding 32 gallon capacity, as may be necessary to contain all garbage and trash and such receptacles shall at all times be maintained in good repair.

(j) Heating. Every dwelling and every dwelling unit shall be so constructed, insulated, and maintained and be provided by owner or occupant with heating units so that it is capable of reaching an air temperature of 70 degrees Fahrenheit under ordinary winter conditions. The chimney of the dwelling or dwelling unit shall be maintained in good order, and the owner of the approved heating equipment shall maintain it in good order and repair.

(k) Kitchen Sink. In every dwelling unit containing two or more rooms, there shall be at least one kitchen sink with public water under pressure and connected to the public sewer, or if that sewer system is not available, to a sewage disposal system approved by the city health department.

(l) Lavatory Facilities. Every dwelling unit shall contain within its walls a lavatory basin in good working condition and properly connected to an approved water and sewer system and located in the same room as the required flush water closet or as near to the room as practicable.

(m) Lighting. Every habitable room shall have a ceiling electric outlet and a duplex outlet in wall or floor, or at least two wall or floor outlets.

(n) Lighting of Toilets and Bathrooms. Every toilet and every bathroom in every dwelling shall have at least one electric light in either the ceiling or on the wall.

(o) Plumbing. All plumbing, water closets and other plumbing fixtures in every dwelling or dwelling unit shall be maintained in good working order.

(p) Toilet Facilities. There shall be at least one flush water closet in good working condition for each dwelling unit, which flush water closet shall be located within the dwelling and in a room which affords privacy.

(r) Ventilation. Every habitable room in a dwelling or dwelling unit shall contain a window or windows that open directly to the outside air and the total area of such window or windows shall be not less than five percent of the floor area of such room. An approved system of mechanical ventilation or air conditioning may be used in lieu of operational windows. Such system must be in proper working order.

(s) Water Heating Facilities. Every dwelling shall have supplied water heating facilities which are installed in an approved manner and are maintained and operated in a safe and good working condition and are properly connected with the hot water lines to the kitchen sink, lavatory and bathtub or shower.

(t) Windows and Doors. Every window and exterior door shall be reasonably weather-tight, lockable, and rodent-proof and shall be kept in good working condition and good repair.

**Section 7. MAINTENANCE AND REPAIR; DWELLINGS.** Every dwelling and every part thereof shall be maintained in good repair by the owner or agent and be fit for human habitation. The roof shall be maintained so as not to leak and all rainwater shall be drained therefrom so as not to cause dampness in the walls or ceilings. All floors, stairways, doors, porches, windows, skylights, chimneys, toilets, sinks, walls, and ceilings shall be kept in good repair and usable condition.

**Section 8. INSPECTION OF RENTAL BUILDINGS AND STRUCTURES, AND PREMISES.**

(a) For the Purpose of Determining Compliance with the provisions of this ordinance, the public Code Enforcement Officer or his or her authorized representative is hereby authorized to make one annual inspection of any designated rental unit within the City of Beloit to determine the

condition, use, and occupancy of the dwelling, dwelling unit, rooming unit, and the premise upon which the same are located. This requirement is applicable to existing dwellings or buildings.

(b) The Owner, Operator, and Occupant of every rental dwelling, dwelling unit, and rooming unit shall give the Code Enforcement Officer, or his or her authorized representative, during reasonable hours, free access to such rental dwelling, dwelling unit, and rooming unit, and its premises, for the purpose of such inspection, examination and survey after identification by proper credentials.

(d) Every Occupant of a rental dwelling shall give the owner thereof, or his or her authorized agent or employee, access to any part of such dwelling, or its premises, at all reasonable times, for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this ordinance or with any rule or regulation adopted and promulgated, or any order issued pursuant to the provisions of this ordinance.

#### Section 9. INSPECTION OF PRIVATE BUILDINGS AND STRUCTURES, AND PREMISES.

(a) For the Purpose of Determining Compliance with the provisions of this ordinance, after receiving a report of potential violations of this ordinance, the Code Enforcement Code Enforcement Officer or his or her authorized representative, shall make contact with the owner, operator and/or occupant of the dwelling, dwelling unit, rooming unit and premise and attempt to gain consent to inspect the premise for potential violations. The Code Enforcement Code Enforcement Officer or his or her authorized representative, is hereby authorized to inspection of any designated rental unit within the City of Beloit to determine the condition, use, and occupancy of the dwelling, dwelling unit, rooming unit, and the premise upon which the same are located. This requirement is applicable to existing dwellings or buildings.

(b) If Consent is not Given, the Code Enforcement Officer shall, upon establishing a reasonable suspicion standard, obtain an administrative warrant in order to gain access to the dwelling, dwelling unit, rooming unit and premise in order to determine compliance with the provisions of this ordinance.

Section 10. ORDER OF VIOLATION. (a) The governing body shall serve upon the occupant, owner, any agent of the owner of the property or any other person, corporation, partnership or association found by the code officer to be in violation of Sections 5 and/or 6 an order stating the violation. The order shall be served on the occupant, owner or agent of such property by certified mail, return receipt requested, or by personal service. If the property is unoccupied and the owner is a nonresident, then by mailing the order by certified mail, return receipt requested, to the last known address of the owner.

(b) If the occupant, owner or the agent of the owner of the property has failed to accept delivery or otherwise failed to effectuate receipt of a notice or order sent pursuant to this section during the preceding twenty-four month period, the governing body of the city may provide notice of the issuance of any further orders to abate the violations from such property or provide notice of the order by such methods including, but not limited to, door hangers, conspicuously posting notice of such order on the property, personal notification, telephone communication or first class mail. If the property is unoccupied and the owner is a nonresident, notice provided by this section shall be given by telephone communication or first class mail. (K.S.A. 12-1617e)

Section 11. SAME; CONTENTS. The order shall state the condition(s) which is (are) in violation of Section 5 and/or 6. The notice shall also inform the person, corporation, partnership or association that

(a) He, she or they shall have 60 days from receipt of the order to abate the condition(s) in violation of Section 5 and/or 6; or

(b) He, she or they have 10 days from receipt of the order to request a hearing before the governing body or its designated representative of the matter as provided by Section 14;

(c) Failure to abate the condition(s) or to request a hearing within the time allowed may result in prosecution as provided by Section 12 and/or abatement of the condition(s) by the city as provided by Section 13.

**Section 12. FAILURE TO COMPLY; PENALTY.** Should the person fail to comply with the notice to abate the violation(s) or request a hearing, the code officer may file a complaint in the municipal court of the city against such person and upon conviction of any violation of provisions of Section 5 and/or 6, be fined in an amount no less than \$100.00 nor more than \$1,000.00 or be imprisoned not to exceed 30 days or be both fined and imprisoned. Each day during or on which a violation occurs or continues after notice has been served shall constitute an additional or separate offense.

**Section 13. ABATEMENT.** In addition to, or as an alternative to prosecution as provided in Section 12, the code officer may seek to remedy violations of this ordinance in the following manner. If a person to whom an order has been sent pursuant to Section 10 has neither alleviated the conditions causing the alleged violation or requested a hearing before the governing body within the time period specified in Section 11, the public officer may present a resolution to the governing body for adoption authorizing the code officer or other agents of the city to abate the conditions causing the violation at the end of 10 days after passage of the resolution.

The resolution shall further provide that the costs incurred by the city shall be charged against the lot or parcel of ground on which the violation(s) was located as provided in Section 15. A copy of the resolution shall be served upon the person in violation in one of the following ways:

- (a) Personal service upon the person in violation;
- (b) Service by certified mail, return receipt requested; or
- (c) In the event the whereabouts of such person are unknown and the same cannot be ascertained in the exercise of reasonable diligence, an affidavit to that effect shall be made by the code officer and filed with the city clerk, and the serving of the resolution shall be made by publishing the same once each week for two consecutive weeks in the official city newspaper and by posting a copy of the resolution on the premises where such condition exists.
- (d) If the occupant, owner or the agent of the owner of the property has failed to accept delivery or otherwise failed to effectuate receipt of a notice or order sent pursuant to this section during the preceding twenty-four month period, the governing body of the city may provide notice of the issuance of any further orders to abate or remove a nuisance from such property or provide notice of the order by such methods including, but not limited to, door hangers, conspicuously posting notice of such order on the property, personal notification, telephone communication or first class mail. If the property is unoccupied and the owner is a nonresident, notice provided by this section shall be given by telephone communication or first class mail

**Section 14. HEARING.** If a hearing is requested within the 10 day period as provided in Section 11, such request shall be made in writing to the governing body. Failure to make a timely request for a hearing shall constitute a waiver of the person's right to contest the findings of the public officer. The hearing shall be held by the governing body or its designated representative as soon as possible after the filing of the request therefore, and the person shall be advised by the city of the time and place of the hearing at least five days in advance thereof. At any such hearing, the person may be represented by counsel, and the person and the city may introduce such witnesses and evidence as is deemed necessary and proper by the governing body or its designated representative. The hearing need not be conducted according to the formal rules of evidence. Upon conclusion of the hearing, the findings of the governing body or its designated representative shall be prepared in resolution form, adopted by the governing body, and the

resolution shall be served upon the person in the matter provided in Section 10.

**Section 15. COSTS ASSESSED.** If the city abates or removes the violations pursuant to section 13, the city shall give notice to the occupant, owner or his or her agent by certified mail, return receipt requested, of the total cost of the abatement or removal incurred by the city. The notice shall also state that the payment is due within 30 days following receipt of the notice. The city also may recover the cost of providing notice, including any postage, required by this section. The notice shall also state that if the cost of the repair or abatement is not paid within the 30-day period, the cost of the abatement or repair shall be collected in the manner provided by K.S.A. 12-1,115, and amendments thereto, or shall be assessed as special assessments and charged against the lot or parcel of land on which the violation was located and the city clerk, at the time of certifying other city taxes, shall certify the unpaid portion of the costs and the county clerk shall extend the same on the tax rolls of the county against such lot or parcel of land and it shall be collected by the county treasurer and paid to the city as other city taxes are collected and paid. The city may pursue collection both by levying a special assessment and in the manner provided by K.S.A. 12-1,115, and amendments thereto, but only until the full cost and applicable interest has been paid in full.

This Ordinance shall become in full force and effect from and after its adoption and publication as provided by law.