



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, May 15, 2012

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. 5/1/2012 City Council Meeting Minutes
- B. Appropriations 5B

6. ORDINANCES

- A. None

7. RESOLUTIONS

- A. None

8. FORMAL ACTIONS

- A. Fireworks Approval
- B. AMI Contract Revision

9. CLOSED SESSION

- A. None

10. ADJOURNMENT

WORK SESSION AGENDA

1. CORRESPONDENCE AND STAFF REPORTS

- A. 2012 1st Quarter Treasurer's Report
- B. City Attorney Report
- C. City Administrator Report

2. DISCUSSION ITEMS

- A. Water Rights Permit

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
May 1, 2012

The Beloit City Council met in regular session on May 1, 2012 in the Council Chambers. Mayor Tom Naasz called the meeting to order at 7:00 p.m. City Council members in attendance were Lloyd Littrell, Matt Otte, Bob Richard, Frank Delka, Robert Petterson, Rick Brown, Kent Miller, and Pat Struble. Also present were, City Administrator Glenn Rodden, City Attorney Katie Cheney, and City Clerk Amanda Lomax.

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

Councilor Kent Miller gave the invocation and the Pledge of Allegiance was recited.

Councilor Otte wanted to thank the community for the support he has received since his mother passed away. Councilor Petterson said Councilor Littrell and himself toured the Power Plant, Water Plant, and the Transportation Departments; Councilor Petterson said he really enjoyed the tour.

The Consent Agenda consisted of April 17, 2012 Council Meeting Minutes, and appropriations 5A. A motion was made by Councilor Littrell and seconded by Councilor Otte to approve the April 17, 2012 Council Meeting Minutes and appropriations 5A with the appropriation for Mueller Systems line item to be changed from 53-43-7500 to a capital improvement fund. Roll call vote yeas: Delka, Richard, Otte, Struble, Petterson, Brown, Littrell, and Miller. Nays: None.

Staff is recommending that Council create a Real Estate Disposition Initiative Committee. The purpose of the committee is to dispose of the property located on the North Campus. Mayor Naasz recommended Economic Development Director Murray McGee, City Administrator Glenn Rodden, Planning Commissioner Jeff Chrisman, Council members Kent Miller, and Matt Otte to the REDI Committee. A motion was made by Councilor Littrell and seconded by Councilor Brown to Create a Real Estate Disposition Initiative Committee with Economic Development Director Murray McGee, City Administrator Glenn Rodden, Planning Commissioner Jeff Chrisman, Council members Kent Miller, and Matt Otte to the REDI Committee. For the purpose of the committee is to dispose of the property located on the North Campus. Motion carried 8-0. Nays: None.

Staff is recommending that Council approve the Mayor's appointment of Sharon Treaster for the position of a member of the Planning Commission. A motion was made by Councilor Petterson and seconded by Councilor Brown to approve the Mayor's appointment of Sharon Treaster for the position of a member of the Planning Commission. Motion carried 5-3. Nays: Struble, Richard, and Miller.

A motion was made by Councilor Struble and seconded by Councilor Otte to Adjourn the Council Meeting. Motion passed 8-0. The meeting ended at 7:14 p.m.

The work session began at 7:14 p.m. City Council members in attendance were Rick Brown, Matt Otte, Pat Struble, Frank Delka, Lloyd Littrell, Robert Petterson, Kent Miller, and Bob Richard. Also present were, City Administrator Glenn Rodden, City Attorney Katie Cheney, and City Clerk Amanda Lomax.

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

City Engineer John Cashatt talked to Council about the two KDOT grants that the City of Beloit recently applied for in April. John explained that a KLINK project is strictly maintenance on highways that run through towns and KDOT will pay a maximum of \$200,000.00 per project. The geometric improvement grant is construction of the highways that can be curb and gutter or complete construction of the road and the maximum KDOT will pay out is \$750,000.00 per project. The results of the two grants that the City applied for in April should know by this fall if the City will received one or both grants.

City staff is requesting that Council consider amending the contract with Kansas Department of Health and Environment for the automated meter reading system. The City is approved for \$515,000.00 loan with KDHE but the automated meter reading system only qualifies for \$438,114.40. Mueller Systems gave a bid of \$78,215.00 for installation of the water meters and that would qualify for the full \$515,000.00 loan with KDHE. The City would be responsible for an additional \$1,329.40 to have the water meters installed. Council came to the consensus to amend the contract with KDHE and will be brought back next meeting for formal approval.

Three property owners residing at 806 E Court, 742 E Court, and 730 E Court put in a sidewalk removal request to Council. Code Enforcement Officer Chris Jones provided Council with existing sidewalk Ordinance 1927 and Resolution 15-2001 prohibiting property owners from removing sidewalks on their property and the property owner's responsibility for maintaining existing sidewalks. The consensus of the Council was to enforce existing Ordinance 1927 and Resolution 15-2001.

City Administrator Glenn Rodden reported on the following items: 1. Mill Street project is ongoing. The City's insurance company EMC is investigating the sewer backups that went flooded people's homes that live on Mill Street. The insurance adjustors will be talking to the property owner's that were affected with the sewer backup. 2. The new pool project will be completed in three weeks. The grand opening of the pool is still Memorial Weekend. 3. John Divine will be available June 20th and 21st for the Council Retreat. 4. The new Library is scheduled to move June 11th and 12th; they are looking for volunteers to help with the move. 5. The cooling towers are scheduled to be completed the end of May. 6. Deer Creek is scheduled for concrete pouring and should be completed by the end of next week.

Council looked over the March Community Development report submitted by Economic Development Director Murray McGee.

Work Session ended 8:11 p.m.

TOM NAASZ, Mayor

ATTEST:

AMANDA LOMAX, City Clerk

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name									
<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>	
	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>	
1721	A-B BUILDERS								
50288	5/17/2012	5/17/2012	133.40	271656	5/7/2012	11737			Posted
	30-00-8200			road gravel			133.40		0.00
6	ABRAM READY-MIX, INC								
50157	5/17/2012	5/17/2012	2,952.84		4/25/2012	11099			Posted
	30-00-8200			9493 33yds flowable			1,476.42		0.00
	30-00-8200			9463 33yds flowable			1,476.42		0.00
							<u>2,952.84</u>		<u>0.00</u>
50158	5/17/2012	5/17/2012	743.60		4/26/2012	10466			Posted
	30-00-6150			9537 curb & gutter			327.18		0.00
	25-00-6150			9538 ready mix/Daraset			416.42		0.00
							<u>743.60</u>		<u>0.00</u>
50159	5/17/2012	5/17/2012	3,011.10		4/26/2012	11100			Posted
	30-00-8200			9536 44yds flowable			1,968.56		0.00
	30-00-8100			9365 ready mix			581.88		0.00
	30-00-8100			9414 ready mix			460.66		0.00
							<u>3,011.10</u>		<u>0.00</u>
50160	5/17/2012	5/17/2012	8,322.47		4/10/2012	10449			Posted
	25-00-6160			9326 AB-3			45.75		0.00
	30-00-8200			9500 11yds flowable			492.14		0.00
	30-00-6150			9500 pavement			1,859.60		0.00
	30-00-6150			9312 curb & gutter			1,869.60		0.00
	30-00-6150			9419 curb & gutter			1,776.12		0.00
	30-00-6150			9434 pavement			2,045.56		0.00
	30-00-6150			9498 curb & gutter			233.70		0.00
							<u>8,322.47</u>		<u>0.00</u>
50240	5/17/2012	5/17/2012	11,157.60	9604	5/4/2012	10467			Posted
	30-00-6150			120 yds pavement			11,157.60		0.00
8	ACE HARDWARE								
50133	5/17/2012	5/17/2012	107.92		4/10/2012	11102			Posted
	51-41-6000			413963 hand cleaner			10.99		0.00
	51-41-6000			414131 fogger			15.98		0.00
	51-41-6000			414829 trash bags, weed killer			80.95		0.00
							<u>107.92</u>		<u>0.00</u>
50134	5/17/2012	5/17/2012	158.27		4/9/2012	10451			Posted
	10-15-7450			413885 shovel			16.49		0.00
	10-15-7450			413906 wheelbarrow			68.99		0.00
	10-15-7450			414012 trash bags			7.99		0.00
	10-15-7450			414324 hold downs, tarp			13.85		0.00
	10-15-7450			414840 tin snips			20.99		0.00
	10-15-7450			415095 bulbs			29.96		0.00
							<u>158.27</u>		<u>0.00</u>
50186	5/17/2012	5/17/2012	383.74		4/6/2012	9194			Posted
	53-41-4360			415080 hardware			32.54		0.00
	53-41-4360			414860 bits & anchors			11.98		0.00
	53-41-4360			414733 hardware			3.57		0.00
	53-41-4360			414293 signs			272.70		0.00
	53-41-4360			414034 padlock			10.99		0.00
	53-41-4360			413762 gloves/handle			51.96		0.00
							<u>383.74</u>		<u>0.00</u>
50197	5/17/2012	5/17/2012	67.92		5/1/2012	9197			Posted
	53-41-6000			415135 furnace filter			15.48		0.00
	53-41-6000			415171 caulk tub			11.98		0.00
	53-41-6000			415506 wet/dry vac			40.46		0.00
							<u>67.92</u>		<u>0.00</u>
50227	5/17/2012	5/17/2012	7.79		4/30/2012	10233			Posted
	10-11-6000			415079 mounting tape			6.49		0.00
	10-11-6000			415131 hardware			1.30		0.00
							<u>7.79</u>		<u>0.00</u>
9	ACKERMAN SUPPLY								
50102	5/17/2012	5/17/2012	5.98	214249	5/1/2012	10947			Posted
	53-43-6000			black spray paint			5.98		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 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>
9 ACKERMAN SUPPLY (continued)											
50190	5/17/2012	5/17/2012	51.98 214331	5/3/2012	9188						Posted
	53-41-6000		weed spray							51.98	0.00
2498 ACTION T'S											
50295	5/17/2012	5/17/2012	5,820.00	5/7/2012	11740						Posted
	10-11-2911		Uniform shirts							250.80	0.00
	53-41-2911		Uniform shirts							532.00	0.00
	51-41-2911		Uniform shirts							566.75	0.00
	10-15-2911		Uniform shirts							1,170.70	0.00
	10-18-2911		Uniform shirts							1,789.50	0.00
	51-43-2911		Uniform shirts							288.00	0.00
	52-41-2911		Uniform shirts							332.75	0.00
	52-43-2911		Uniform shirts							467.20	0.00
	53-43-2911		Uniform shirts							326.30	0.00
	10-20-2911		Uniform shirts							96.00	0.00
										5,820.00	0.00
11 ADVANCE INSURANCE COMPANY											
50271	5/17/2012	5/17/2012	656.46	5/1/2012	10238						Posted
	21-00-2100		May 2012 premiums							656.46	0.00
767 AIRGAS MID SOUTH INC											
50187	5/17/2012	5/17/2012	77.72 9901629224	4/30/2012	9195						Posted
	53-41-6230		bottle rentals							77.72	0.00
21 ALCO-DUCKWALL STORES INC											
50125	5/17/2012	5/17/2012	19.05	4/17/2012	11713						Posted
	10-13-6000		221-07861 cleaning supplies							9.87	0.00
	10-13-6000		221-07879 tape							9.18	0.00
										19.05	0.00
50173	5/17/2012	5/17/2012	6.99 22107862	4/18/2012	11717						Posted
	10-12-7460		cable cord							6.99	0.00
50231	5/17/2012	5/17/2012	56.87 221107904	5/7/2012	10221						Posted
	10-11-6000		supplies							56.87	0.00
2373 ALFRED BENESCH & COMPANY											
50223	5/17/2012	5/17/2012	7,415.00 53441	4/29/2012	10232						Posted
	30-00-3000		Project 00130062.00 Airport runway							7,415.00	0.00
27 ALSOP SAND CO., INC											
50128	5/17/2012	5/17/2012	160.08	4/25/2012	11108						Posted
	30-00-8200		gravel							160.08	0.00
813 AMERIPRIDE SERVICES INC.											
50249	5/17/2012	5/17/2012	57.78 2300154511	5/4/2012	10468						Posted
	10-15-6000		mats & rag service							57.78	0.00
2489 BILL ANGELL											
50161	5/17/2012	5/17/2012	50.00	5/4/2012	10211						Posted
	10-00-3221		REFUND ON CONDITIONAL USE PERMI							50.00	0.00
2032 AT&T											
50260	5/17/2012	5/17/2012	618.35 7857382619678	4/27/2012	10248						Posted
	10-11-5310		Admin phone service							563.16	0.00
	52-41-5310		Sewer phone service							55.19	0.00
										618.35	0.00
50261	5/17/2012	5/17/2012	95.48 7857382047192	4/27/2012	10249						Posted
	10-19-5310		phone service for North Campus							95.48	0.00
4000 BECKER AUTOS											
50155	5/17/2012	5/17/2012	400.00	4/9/2012	10216						Posted
	34-00-3000		BLACK BAR/INSTALLATION							400.00	0.00
2491 BECKY L HOESLI, CSR/RPR											
50229	5/17/2012	5/17/2012	14.00	5/7/2012	10223						Posted
	10-11-3000		court transcripts							14.00	0.00
2496 BOWE BEHYMER											
50238	5/17/2012	5/17/2012	32.00	4/30/2012	10643						Posted
	10-17-6800		soccer referee (4 games)							32.00	0.00

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name		Pay#	Post Date	Due Date	Amount Invoice	Date	PO#	Date	Status
	Account#	Work Order			Description			Debit	Credit
71 BELOIT GREENHOUSE (continued)									
50211	10-18-6000		5/17/2012	5/17/2012	11.25 14980 flowers for muni	5/8/2012	10657	11.25	Posted 0.00
511 BELOIT LIONS CLUB									
50217	10-11-5410 10-15-5410		5/17/2012	5/17/2012	140.00 CHRIS JONES MEMBERSHIP MIKE HAEFFLE MEMBERSHIP	4/27/2012		70.00 70.00 140.00	Posted 0.00 0.00 0.00
75 BELOIT MOTOR COMPANY									
50116	10-13-4310		5/17/2012	5/17/2012	154.64 127633 install mud flaps	3/12/2012	11789	154.64	Posted 0.00
50166	52-41-4310		5/17/2012	5/17/2012	366.33 127903 install seat cover/cushion	4/5/2012	11232	366.33	Posted 0.00
77 BELOIT READY MIX									
50257	25-00-6150		5/17/2012	5/17/2012	1,033.50 271655 19.5 yds flowable	5/7/2012	10469	1,033.50	Posted 0.00
50289	30-00-8100		5/17/2012	5/17/2012	1,092.00 271654 21 yds flowable	5/7/2012	11113	1,092.00	Posted 0.00
709 BELOIT ROTARY CLUB									
50135	51-41-5410		5/17/2012	5/17/2012	82.25 1112 Jan-Mar dues	4/27/2012	11101	82.25	Posted 0.00
80 BELOIT TYPEWRITER EXCHANGE									
50105	53-43-6000		5/17/2012	5/17/2012	279.92 898855 label maker tape	5/7/2012	10944	279.92	Posted 0.00
50118	10-13-6110		5/17/2012	5/17/2012	88.42 898813 printer ink	4/30/2012	11787	88.42	Posted 0.00
50182	53-43-6110		5/17/2012	5/17/2012	2.00 898795 hi-liters	4/26/2012	10933	2.00	Posted 0.00
50184	53-41-6110		5/17/2012	5/17/2012	119.18 898766 printer ink	4/23/2012	9192	119.18	Posted 0.00
50233	10-11-6000		5/17/2012	5/17/2012	9.25 898859 name plate	5/7/2012	10219	9.25	Posted 0.00
669 BLADE-EMPIRE PUBLISHING									
50230	10-11-5400		5/17/2012	5/17/2012	59.00 Admin Office newspaper	5/11/2012	10222	59.00	Ck# 67224 Printed 0.00
50272	10-20-5400 10-20-5400 10-20-5400		5/17/2012	5/17/2012	39.46 108847 cemetery caretaker ad 108949 cemetery caretaker ad Discount	4/30/2012	10252	23.60 23.60 0.00 47.20	Posted 0.00 0.00 7.74 7.74
50273	10-11-5400 10-11-5400 10-11-5400 10-11-5400 10-11-5400 10-11-5400 10-11-5400 10-11-5400 10-11-5400		5/17/2012	5/17/2012	444.81 109213 public hearing 109168 ordinance 108851 council agenda 109009 fishing guide ad 109252 council agenda 109330 case C-205 109653 council agenda 109702 discount	4/30/2012	10253	47.20 112.10 88.50 60.00 100.30 41.30 82.60 0.00 532.00	Posted 0.00 0.00 0.00 0.00 0.00 0.00 0.00 87.19 87.19
50274	52-43-5400 52-43-5400 52-43-5400 52-43-5400 51-43-5400 51-43-5400 51-43-5400		5/17/2012	5/17/2012	108.53 109587 wastewater operator ad 109431 wastewater operator ad 109462 wastewater operator ad Discount 109429 water main flushing 109540 water main flushing Discount	4/30/2012	10251	23.60 23.60 23.60 0.00 29.50 29.50 0.00 129.80	Posted 0.00 0.00 0.00 11.60 0.00 0.00 9.67 21.27
88 BLUE CROSS & BLUE SHIELD INSURANCE									
50150	21-00-2100		5/17/2012	5/17/2012	65,902.71 APRIL HEALTH INSURANCE PREMIUMS	5/1/2012	11268	65,902.71	Posted 0.00

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City of Beloit

Vend# Vendor Name

<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
91	BOETTCHER SUPPLY INC (continued)							
50111	5/17/2012	5/17/2012	1,259.13		5/2/2012	10939		Posted
	53-43-6000			741621-1 triplex			1,241.49	0.00
	53-43-6000			742232-1 fluorescent bulbs			17.64	0.00
							<u>1,259.13</u>	<u>0.00</u>
50131	5/17/2012	5/17/2012	29.64	739271-1	4/23/2012	11104		Posted
	51-41-4360			pipe repair fittings			29.64	0.00
50137	5/17/2012	5/17/2012	19.10		4/5/2012	10453		Posted
	10-22-4300			735101-1 belt			1.69	0.00
	10-22-4300			736199-1 covers, receptacles			15.34	0.00
	10-22-4300			736203-1 cover			2.07	0.00
							<u>19.10</u>	<u>0.00</u>
50151	5/17/2012	5/17/2012	1,620.46		3/6/2012	10934		Posted
	53-43-8300			728793-1 2D ROTOVERTER (50%)			808.08	0.00
	30-00-8200			728793-1 2D ROTOVERTER (50%)			808.08	0.00
	53-43-8300			731725-1 ELBOW FITTING			4.30	0.00
							<u>1,620.46</u>	<u>0.00</u>
50167	5/17/2012	5/17/2012	10.41		4/16/2012	10326		Posted
	52-43-6000			740870-1 nipple			2.69	0.00
	52-43-6000			737568-1 PVC Pipe			7.72	0.00
							<u>10.41</u>	<u>0.00</u>
50171	5/17/2012	5/17/2012	22.36	737960-1	4/17/2012	11235		Posted
	52-41-4360			timer switch			22.36	0.00
50178	5/17/2012	5/17/2012	45.99		3/13/2012	10212		Posted
	10-14-6000			729657-1 12volt btry			13.80	0.00
	10-14-6000			727794-1 6volt batteries			32.19	0.00
							<u>45.99</u>	<u>0.00</u>
50194	5/17/2012	5/17/2012	617.14		4/23/2012	9196		Posted
	53-41-4360			740678-1 clear lamps			7.00	0.00
	53-41-4360			740630-1 unions, nipples, couplers, etc			312.05	0.00
	53-41-4360			740557-1 nipples			49.28	0.00
	53-41-4360			739236-1 pipe, nipples, union			121.92	0.00
	53-41-4360			741794-1 electrical tape			42.53	0.00
	53-41-4360			741787-1 belt			84.36	0.00
							<u>617.14</u>	<u>0.00</u>
50195	5/17/2012	5/17/2012	167.83		4/17/2012	10937		Posted
	53-43-6000			739676-1 hydrant & adptr			81.40	0.00
	53-43-6000			739997-1 terminal			8.62	0.00
	53-43-6000			737964-1 flourecent bulbs			44.10	0.00
	53-43-6000			740144-1 bit set			19.04	0.00
	53-43-6000			740188-1 replacement blades			14.67	0.00
							<u>167.83</u>	<u>0.00</u>
50199	5/17/2012	5/17/2012	79.95	742721-1	5/7/2012	9199		Posted
	53-41-4360			fuse cartridge			79.95	0.00
50207	5/17/2012	5/17/2012	97.46		4/27/2012	10652		Posted
	10-18-6000			740551-1 receptacles for park			44.01	0.00
	10-18-6000			740402-1 insulated cap & cover			53.45	0.00
							<u>97.46</u>	<u>0.00</u>
50281	5/17/2012	5/17/2012	62.74	743224-1	5/9/2012	10255		Posted
	10-14-4300			lamps & ballast			62.74	0.00
1258	BUMPER TO BUMPER AUTO PARTS							
50109	5/17/2012	5/17/2012	24.00	579150	4/30/2012	10335		Posted
	52-43-4310			washer fluid & filters			24.00	0.00
50136	5/17/2012	5/17/2012	281.55		4/2/2012	10452		Posted
	25-00-4310			577017 glass cleaner			21.78	0.00
	25-00-4310			577203 fuel filters			24.88	0.00
	25-00-4310			577237 air filters			54.85	0.00
	25-00-4310			577283 oil filters			98.96	0.00
	25-00-4310			577591 washer fluid, oil filter			20.55	0.00
	25-00-4310			577694 fuel line			21.25	0.00
	25-00-4310			577853 tire pressure guage			12.96	0.00
	25-00-4310			578337 carb cleaner			30.08	0.00
	25-00-4310			578949 return			0.00	3.76
							<u>285.31</u>	<u>3.76</u>

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name

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	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
1258	BUMPER TO BUMPER AUTO PARTS (continued)							
50165	5/17/2012	5/17/2012	22.59		4/30/2012	10935		Posted
	53-43-4310			579119 oil filter			16.57	0.00
	53-43-4310			573963 striker bolt			6.02	0.00
							<u>22.59</u>	<u>0.00</u>
1091	CARD SERVICES							
50285	5/17/2012	5/17/2012	625.61	5251	4/27/2012	11739		Posted
	51-41-6260			Quick-trip Park Clty - fuel			39.50	0.00
	51-41-5800			Clarion Inn- Wichita			167.68	0.00
	51-41-5320			USPS			9.48	0.00
	51-41-6260			Caseys Rossville - fuel			77.00	0.00
	51-41-5800			Hampton Inn - Olathe			314.82	0.00
	51-41-5320			USPS			13.48	0.00
	51-41-5320			USPS			3.65	0.00
							<u>625.61</u>	<u>0.00</u>
50286	5/17/2012	5/17/2012	374.04	5981	4/27/2012	11738		Posted
	10-11-5800			Westin Crown Center - Kansas City Conf			374.04	0.00
50287	5/17/2012	5/17/2012	650.84	5240	4/27/2012	10258		Posted
	51-41-6000			Norton antivirus renewal			48.72	0.00
	53-41-6260			Tiffany Springs - fuel			62.88	0.00
	53-41-5800			Drury Inn - Kansas City			269.62	0.00
	53-41-5800			Drury Inn - Kansas City			269.62	0.00
							<u>650.84</u>	<u>0.00</u>
50292	5/17/2012	5/17/2012	1,563.93	8803	4/27/2012	10257		Posted
	10-13-2400			IHOP - Junction City			26.96	0.00
	34-00-6000			Quantico Tactical			757.65	0.00
	10-12-7460			Walmart TV for LEC			430.59	0.00
	10-13-6110			Walmart office supplies			10.30	0.00
	10-13-6000			Hong Knog Buffet Salina			24.77	0.00
	10-13-6260			Casey's - fuel			71.48	0.00
	10-13-2400			Kwik Shop - Salina			6.33	0.00
	10-13-2400			Kwik Shop - Hutchinson			77.51	0.00
	10-13-2400			McPherson Phillips			70.00	0.00
	10-13-3000			Bella Luna Wichita			35.08	0.00
	10-13-2400			Kwik Shop Wichita			53.26	0.00
							<u>1,563.93</u>	<u>0.00</u>
50294	5/17/2012	5/17/2012	3,217.18	5232	4/27/2012	10260		Posted
	41-00-8410			The Trash Container Co			1,535.14	0.00
	10-13-5800			Plum Creek			15.78	0.00
	10-13-2911			Dollar General - Supplies			19.44	0.00
	10-13-5800			Plum Creek			52.11	0.00
	41-00-8410			Bunkz (400 pkg)			687.55	0.00
	10-11-6000			4Imprint Customer Appreciation Merchanc			586.54	0.00
	10-11-6000			4Imprint City of Beloit Pens			160.31	0.00
	53-43-6000			4Imprint City of Beloit Pens			20.04	0.00
	52-43-6000			4Imprint City of Beloit Pens			20.04	0.00
	51-43-6000			4Imprint City of Beloit Pens			20.04	0.00
	51-41-6000			4Imprint City of Beloit Pens			20.04	0.00
	53-41-6000			4Imprint City of Beloit Pens			20.04	0.00
	10-18-6000			4Imprint City of Beloit Pens			20.04	0.00
	10-15-6000			4Imprint City of Beloit Pens			20.04	0.00
	10-13-6000			4Imprint City of Beloit Pens			20.03	0.00
							<u>3,217.18</u>	<u>0.00</u>
124	CARRICO IMPLEMENT							
50138	5/17/2012	5/17/2012	297.48		4/4/2012	10454		Posted
	10-15-4330			IA00101 wheel kit			25.19	0.00
	10-15-4330			IA00214 arm			44.89	0.00
	10-15-4330			IA00219 absorber			123.48	0.00
	10-15-4330			IA00255 oil filter			29.41	0.00
	10-15-4330			IA02077 machine screws			2.05	0.00
	10-15-4330			IA02138 spindle			70.52	0.00
	10-15-4330			IA02487 hardware			1.94	0.00
							<u>297.48</u>	<u>0.00</u>

Accounts Payable Detail Listing

City of Beloit

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124	CARRICO IMPLEMENT (continued)									
50170		52-41-4330		5/17/2012	1.78	IA02333 fitting for Allis Loader	4/23/2012	11236	1.78	Posted 0.00
50189		53-41-4360		5/17/2012	72.90	IA03690 grease	5/3/2012	9189	72.90	Posted 0.00
126	CATLIN'S FRIENDLY IGA									
50104		51-43-3000		5/17/2012	15.76	8868 bottled water	5/2/2012	10945	5.20	Posted 0.00
		52-43-3000				bottled water			5.20	0.00
		53-43-3000				bottled water			5.36	0.00
									15.76	0.00
50112		53-43-6000		5/17/2012	3.24	8925 dog treats	5/3/2012	10214	3.24	Posted 0.00
50126		10-13-6000		5/17/2012	3.40	3358 water refills	4/16/2012	11711	3.40	Posted 0.00
50132		51-41-6000		5/17/2012	87.08	8348 cleaning supplies	4/30/2012	11103	87.08	Posted 0.00
50183		53-41-6000		5/17/2012	94.24	4730 coffee, supplies	4/9/2012	9191	94.24	Posted 0.00
50208		10-17-6800		5/17/2012	141.14	8042 drinks for youth soccer participants	4/27/2012	10653	141.14	Posted 0.00
2371	CENTRAL PLAINS DIESEL & REPAIR INC.									
50168		52-41-4330		5/17/2012	76.89	4935 primer assy for Allis Loader	4/23/2012	11237	76.89	Posted 0.00
142	CHAMBER OF COMMERCE									
50212		10-17-6800		5/17/2012	55.00	1418 PRU instructor/Fit Walk Chamber Checks	4/27/2012	10656	55.00	Posted 0.00
2418	LAW OFFICE OF KATIE J CHENEY									
50280		10-11-3000		5/17/2012	36.05	184 supplies/expenses for April 2012	5/1/2012	10254	36.05	Posted 0.00
158	COMPUTER SOLUTIONS INC									
50115		10-13-4320		5/17/2012	230.00	146225 printer repair	4/27/2012	11790	230.00	Posted 0.00
838	CONCRETE ACCESSORIES									
50275		25-00-7450		5/17/2012	818.35	0675815-IN 12" concrete blades	5/1/2012	10470	818.35	Posted 0.00
431	CONTINENTAL ANALYTICAL SERVICE									
50169		52-41-3000		5/17/2012	890.00	140349 land & Dry sludge yearly analysis	4/5/2012	11233	890.00	Posted 0.00
1685	CREATIVE PRODUCT SOURCING INC DARE									
50174		10-12-6110		5/17/2012	16.50	45585 instructor pins	4/10/2012	11718	16.50	Posted 0.00
50176		10-12-6110		5/17/2012	30.00	45585 DARE Program supplies	4/10/2012	11718	16.50	Posted 0.00
		10-12-6110				46158 DARE Program supplies			13.50	0.00
									30.00	0.00
1913	CROP PRODUCTION SERVICES									
50139		10-15-6170		5/17/2012	79.04	23992 landmaster	4/19/2012	10455	79.04	Posted 0.00
50209		10-19-6170		5/17/2012	538.87	224219 spray field @ North Campus	4/24/2012	10654	538.87	Posted 0.00
50276		10-15-6170		5/17/2012	129.96	224524 Weed Killer	5/9/2012	10471	129.96	Posted 0.00
1903	DIGITAL ALLY INC									
50120		10-13-4310		5/17/2012	68.00	1046890 2 3.7 volt batteries	4/13/2012	11785	68.00	Posted 0.00
2399	DPC INDUSTRIES, INC.									
50179		51-41-6170		5/17/2012	1,336.80	81700733-12 Alum Sulfate, Potassium Permanganate	4/11/2012	11089	1,336.80	Posted 0.00

Accounts Payable Detail Listing

City of Beloit

<u>Vend#</u>		<u>Vendor Name</u>									
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	<u>Account#</u>	<u>Work Order</u>			<u>Description</u>						
2188	EMERGENCY FIRE EQUIPMENT INC (continued)										
50205	5/17/2012	5/17/2012	10.75	23923	5/3/2012	10218		Posted			
	10-14-4330				gasket				10.75	0.00	
2053	EMG, INC										
50220	5/17/2012	5/17/2012	1,000.00	2901	5/2/2012	10229		Posted			
	53-41-3000				energy consulting agreement				1,000.00	0.00	
222	FARMWAY COOP INC.										
50141	5/17/2012	5/17/2012	76.18	035-022341	4/25/2012	10456		Posted			
	10-22-6000				GRASS SEED				76.18	0.00	
50221	5/17/2012	5/17/2012	70.16	H98711	4/16/2012	10230		Posted			
	10-14-6260				Ruby dyed diesel fuel				70.16	0.00	
1010	MORGAN HARRIS										
50210	5/17/2012	5/17/2012	90.00		5/8/2012	10655		Posted			
	10-18-2911				employee boot allowance				90.00	0.00	
2488	HARRISON FUNERAL HOME										
50140	5/17/2012	5/17/2012	25.00		5/8/2012	11110		Ck# 67221 Printed			
	51-41-6000				CINDY HENRY MERMORIAL				25.00	0.00	
297	HARRISON LAW OFFICE										
50175	5/17/2012	5/17/2012	88.45		4/2/2012	11720		Posted			
	10-12-3000				Case #201200014				88.45	0.00	
321	IKON FINANCIAL SERVICES										
50156	5/17/2012	5/17/2012	1,158.00	86904760	4/30/2012	10217		Posted			
	10-11-3000				RENTAL AGREEMENT FOR COPIER				1,158.00	0.00	
2497	INTUIT INC										
50239	5/17/2012	5/17/2012	5,135.32	11267	4/29/2012	11267		Posted			
	41-00-8410				Basic quickbooks & hardware for pool				5,135.32	0.00	
2157	R J JACKSON										
50215	5/17/2012	5/17/2012	126.00		4/30/2012	10648		Posted			
	10-17-6800				soccer referee (14 games)				126.00	0.00	
2492	PAULA JONES										
50234	5/17/2012	5/17/2012	222.25		5/3/2012	10649		Posted			
	10-17-6800				Materials for PRU cake class				222.25	0.00	
251	KANSAS GAS SERVICE										
50262	5/17/2012	5/17/2012	29.79	169801291	5/1/2012	10247		Posted			
	51-41-6210				215B S Chestnut - Water Treatment				29.79	0.00	
50263	5/17/2012	5/17/2012	68.43	121850373	4/30/2012	10246		Posted			
	53-43-6210				416 E 12th - Armory Bldg				17.11	0.00	
	52-43-6210				416 E 12th - Armory Bldg				17.11	0.00	
	51-43-6210				416 E 12th - Armory Bldg				17.11	0.00	
	10-13-6210				416 E 12th - Armory Bldg				17.10	0.00	
									68.43	0.00	
50264	5/17/2012	5/17/2012	44.30	162672864	5/1/2012	10244		Posted			
	10-14-6210				601 N Mill - Fire Dept				44.30	0.00	
50265	5/17/2012	5/17/2012	59.96	200774227	4/30/2012	10245		Posted			
	51-43-6210				502 E 12th - Bldg B-Gene				19.99	0.00	
	52-43-6210				502 E 12th - Bldg B-Gene				19.99	0.00	
	53-43-6210				502 E 12th - Bldg B-Gene				19.98	0.00	
									59.96	0.00	
50266	5/17/2012	5/17/2012	621.08	121984891	5/8/2012	10242		Posted			
	10-19-6210				1720 N Hersey - North Campus				621.08	0.00	
50267	5/17/2012	5/17/2012	244.65	156296173	5/8/2012	10243		Posted			
	53-41-6210				215 S Chestnut - Power Plant				244.65	0.00	

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name		Pay#	Post Date	Due Date	Amount Invoice	Date	PO#	Date	Status
	Account#	Work Order		Description				Debit	Credit
251 KANSAS GAS SERVICE (continued)									
50268	5/17/2012	5/17/2012	390.80	100270100	5/2/2012	10241			Posted
	10-11-6210			Admin				56.00	0.00
	10-22-6210			Airport				39.93	0.00
	10-18-6210			Parks & Rec				27.50	0.00
	53-41-6210			Power Plant				69.88	0.00
	10-15-6210			Transportation				46.49	0.00
	51-43-6210			Systems				38.82	0.00
	52-43-6210			Systems				38.82	0.00
	53-43-6210			Systems				40.01	0.00
	51-41-6210			Water Dept				33.35	0.00
								<u>390.80</u>	<u>0.00</u>
370 KANSAS ONE CALL SYSTEM INC									
50224	5/17/2012	5/17/2012	144.20	2040158	4/30/2012	10237			Posted
	53-43-3000			LOCATES				48.07	0.00
	51-43-3000			LOCATES				48.07	0.00
	52-43-3000			LOCATES				48.06	0.00
								<u>144.20</u>	<u>0.00</u>
1646 KDNS									
50129	5/17/2012	5/17/2012	50.00	1164	4/30/2012	11105			Posted
	52-43-5400			Radio Ads for Wastewater Op				50.00	0.00
556 KMEA WAPA OPERATING FUND									
50196	5/17/2012	5/17/2012	26,823.43	WAPA-BL-12-05	5/7/2012	9200			Posted
	53-41-6220			Wapa Hydro Power Supply billing				26,823.43	0.00
394 KRIERS' AUTO PARTS									
50101	5/17/2012	5/17/2012	18.15	105786	5/1/2012	10948			Posted
	53-43-6000			terminal pack				18.15	0.00
50114	5/17/2012	5/17/2012	27.25		5/1/2012	11712			Posted
	10-13-4310			105781 rearview mirror				4.87	0.00
	10-13-4310			106041 motor oil				22.38	0.00
								<u>27.25</u>	<u>0.00</u>
50142	5/17/2012	5/17/2012	44.89		4/2/2012	10457			Posted
	10-15-6000			103331 ANTIFREEZE				32.98	0.00
	10-15-6000			103604 ARMOR ALL				8.69	0.00
	10-15-6000			105414 STARTING FLUID				3.22	0.00
								<u>44.89</u>	<u>0.00</u>
50152	5/17/2012	5/17/2012	7.26	105748	4/30/2012	10940			Posted
	53-43-6000			TERMINAL PACK				7.26	0.00
50188	5/17/2012	5/17/2012	151.34	105939	5/2/2012	9190			Posted
	53-41-4360			bearings				151.34	0.00
50206	5/17/2012	5/17/2012	19.99	101219	3/8/2012	10651			Posted
	10-18-4330			tractor battery				19.99	0.00
395 KRIZ-DAVIS CO									
50200	5/17/2012	5/17/2012	1,956.52		4/24/2012	10953			Posted
	53-43-7500			S100388730.001 test switch				277.87	0.00
	53-43-7500			S100387315.001 term socket				1,678.65	0.00
								<u>1,956.52</u>	<u>0.00</u>
50291	5/17/2012	5/17/2012	14,560.01	S100378399.001	5/1/2012	10954			Posted
	53-43-8300			5856 ft solid aluminum				14,560.01	0.00
2264 KVSV									
50130	5/17/2012	5/17/2012	168.00	1074-00002	4/30/2012	11106			Posted
	52-43-5400			Radio Ads for Wastewater Op				168.00	0.00
188 LAWSON PRODUCTS INC									
50191	5/17/2012	5/17/2012	440.87		4/9/2012	9187			Posted
	53-41-4360			9300791611 grease gun, cut off wheels, el				282.95	0.00
	53-41-4360			9300751524 hand cleaner				157.92	0.00
								<u>440.87</u>	<u>0.00</u>
405 LEAGUE OF KS MUNICIPALITIES									
50216	5/17/2012	5/17/2012	50.00	12-1343	5/4/2012	10224			Posted
	26-00-2400			Civility & Public Service Webinar				50.00	0.00

Accounts Payable Detail Listing

City of Beloit

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426	CRAIG MARCOTTE (continued)									
50228		5/17/2012	10-11-6600	5/17/2012	157.95	262782	4/30/2012	10234	157.95	Posted 0.00
							April 2012 mowing			
2494	CALEB MARSHALL									
50236		5/17/2012	10-17-6800	5/17/2012	91.00		4/30/2012	10646	91.00	Posted 0.00
							soccer referee (13 games)			
424	MCHENRY ELECTRIC & SUPPLY									
50110		5/17/2012	53-43-7450	5/17/2012	155.85	5911	4/14/2012	10941	155.85	Posted 0.00
							Carb, oil filter & chain			
2490	JOSHUA MEAD									
50177		5/17/2012	10-12-3320	5/17/2012	300.00		4/26/2012	11719	300.00	Posted 0.00
							Bond refund Case #201100270			
459	MISSISSIPPI LIME CO									
50127		5/17/2012	51-41-6170	5/17/2012	4,700.04	1018648	4/30/2012	11096	4,700.04	Posted 0.00
							bulk lime			
467	MITCHELL CO HIGHWAY DEPT									
50277		5/17/2012	25-00-6090	5/17/2012	1,621.40		5/9/2012	10474	1,159.40	Posted 0.00
			25-00-6090				#17784 premix asphalt		462.00	0.00
							#26848 premix asphalt		1,621.40	0.00
2110	MITCHELL COUNTY REGISTER OF DEEDS									
50097		5/17/2012	30-00-3000	5/17/2012	0.00		5/1/2012	11270	24.00	**VOID** 0.00
							Avigation easement for Coopers			
50099		5/17/2012	30-00-3000	5/17/2012	16.00		5/1/2012	11270	16.00	Ck# 67196 Printed 0.00
							Avigation easement for Cooper's			
50100		5/17/2012	10-11-3000	5/17/2012	4.00		5/3/2012	10213	4.00	Ck# 67220 Printed 0.00
							easement filing fee			
470	MITCHELL COUNTY SOLID WASTE									
50098		5/17/2012	54-41-3000	5/17/2012	20,388.18		5/1/2012	11269	20,388.18	Ck# 67162 Printed 0.00
							trash collections			
50172		5/17/2012	52-41-3000	5/17/2012	8.00	02643	4/13/2012	11234	8.00	Posted 0.00
							screenings disposal fees			
2480	MUELLER SYSTEMS									
50106		5/17/2012	53-43-7500	5/17/2012	688.00	2394864	4/30/2012	10943	688.00	Posted 0.00
							8 Smartmeters			
498	NATIONAL SIGN COMPANY									
50278		5/17/2012	10-15-7450	5/17/2012	102.24	IN-163427	4/30/2012	10472	102.24	Posted 0.00
							No Parking & Street Signs			
2447	NCK COMMERCIAL LAUNDRY INC									
50113		5/17/2012	10-13-6110	5/17/2012	59.57	197874-01	4/20/2012	11784	59.57	Posted 0.00
							floor mat for LEC			
494	NEBRASKA MUNICIPAL POWER POOL									
50218		5/17/2012	10-11-6110	5/17/2012	40.00	26871	4/30/2012	10227	40.00	Posted 0.00
							Orange door hangers			
827	NETWORKS PLUS									
50122		5/17/2012	10-13-3360	5/17/2012	265.00	98333	4/15/2012	11781	265.00	Posted 0.00
							service contract			
50258		5/17/2012	10-11-3360	5/17/2012	357.45		4/30/2012	10226	16.00	Posted 0.00
							98533 Monthly spam filtering		60.00	0.00
							98800 Mozy Pro Backup		281.45	0.00
							98708 Client Care Check		357.45	0.00
750	NORTH CENTRAL AIR, INC									
50185		5/17/2012	53-41-4360	5/17/2012	389.00	6-8-42957	5/2/2012	9193	389.00	Posted 0.00
							air impact wrench			
516	PAWNEE MENTAL HEALTH SERVICES									
50119		5/17/2012	10-13-3300	5/17/2012	500.00	MH050869MO	4/10/2012	11786	500.00	Posted 0.00
							evaluation			

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>
517	PDQ EMERGENCY PRODUCTS (continued)									
50121		5/17/2012	5/17/2012		427.59		4/12/2012	11782		Posted
		10-13-2911				16177 uniform equipment			39.90	0.00
		10-13-2911				16332 uniforms			387.69	0.00
									427.59	0.00
1263	PRAIRE FIRE COFFEE ROASTERS									
50143		5/17/2012	5/17/2012		75.80	6311692009	4/25/2012	10458		Posted
		10-15-6000				COFFEE			75.80	0.00
50181		5/17/2012	5/17/2012		43.21	6311692006	4/25/2012	10932		Posted
		51-43-3000				coffee			14.26	0.00
		52-43-3000				coffee			14.26	0.00
		53-43-3000				coffee			14.69	0.00
									43.21	0.00
50282		5/17/2012	5/17/2012		99.00	419574	5/10/2012	10256		Posted
		10-11-6000				coffee			99.00	0.00
2424	PROSSER WILBERT CONSTRUCTION INC									
50290		5/17/2012	5/17/2012		255,036.60	11-0232	5/8/2012	10259		Posted
		41-00-8410				Project 11-032 Construction costs			255,036.60	0.00
41	QLT									
50144		5/17/2012	5/17/2012		8.02	7857383633	4/25/2012	10459		Posted
		10-15-5310				INDOOR GONG			8.02	0.00
2182	RIVERSIDE MANUFACTURING COMPANY									
50153		5/17/2012	5/17/2012		60.72	5052599001	4/17/2012	10938		Posted
		53-43-2911				UNIFORM JEANS			60.72	0.00
50204		5/17/2012	5/17/2012		269.53	5052601001	4/17/2012	10949		Posted
		53-43-2911				uniform jeans			269.53	0.00
582	SALINA SUPPLY COMPANY									
50192		5/17/2012	5/17/2012		753.48		4/2/2012	9186		Posted
		53-41-4360				1104098 flange packs			165.00	0.00
		53-41-4360				1104595 PVC pipe, fittings, bushings			556.48	0.00
		53-41-4360				1105331 flange packs			32.00	0.00
									753.48	0.00
50193		5/17/2012	5/17/2012		1,698.00	1104999	4/11/2012	9185		Posted
		53-41-4360				lug style gear			1,698.00	0.00
94	SCHENDEL PEST CONTROL									
50107		5/17/2012	5/17/2012		50.00		5/2/2012	10942		Posted
		53-43-3000				pest control at armory bldg			12.50	0.00
		52-43-3000				pest control at armory bldg			12.50	0.00
		51-43-3000				pest control at armory bldg			12.50	0.00
		10-13-3000				pest control at armory bldg			12.50	0.00
									50.00	0.00
2338	SCHOEN SIGNS & GRAPHICS									
50154		5/17/2012	5/17/2012		622.50	194	4/16/2012			Posted
		34-00-3000				DECALS & LETTERING FOR VEHICLES			622.50	0.00
488	SCHWAB EATON BELOIT									
50163		5/17/2012	5/17/2012		4,101.97		4/10/2012	10462		Posted
		30-00-3000				02.2012 Mill St Plan			3,545.45	0.00
		30-00-3000				04.2012 Staking Deer Creek Rd			556.52	0.00
									4,101.97	0.00
50279		5/17/2012	5/17/2012		1,386.55	05.2012	5/5/2012	10473		Posted
		30-00-3000				Construction plan-Country Club Dr			1,386.55	0.00
600	SELLERS EQUIPMENT INC									
50145		5/17/2012	5/17/2012		370.67	IC123705	4/24/2012	10460		Posted
		10-15-7450				DIRT SHOES FOR STREET SWEEPER			370.67	0.00
603	SEWELL'S MACHINE SHOP									
50146		5/17/2012	5/17/2012		7.00	013054	4/2/2012	10461		Posted
		10-15-7450				WELDER NOZZLES			7.00	0.00
50202		5/17/2012	5/17/2012		58.48	013119	5/4/2012	10951		Posted
		53-43-6000				4" channel			58.48	0.00

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name									
<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>	
	<u>Account#</u>	<u>Work Order</u>			<u>Description</u>		<u>Debit</u>	<u>Credit</u>	
2287 SFS ARCHITECTURE, INC (continued)									
50269	5/17/2012	5/17/2012	7,382.94	9987	5/4/2012	10240		Posted	
	41-00-8410				Phase 2 construction costs		7,382.94		0.00
607 SHAMBURG OIL COMPANY									
50103	5/17/2012	5/17/2012	100.00	320637	5/4/2012	10946		Posted	
	53-43-6270				clear diesel		100.00		0.00
50147	5/17/2012	5/17/2012	15.00	319745	4/30/2012	10463		Posted	
	25-00-6260				PROPANE		15.00		0.00
50180	5/17/2012	5/17/2012	(28.38)	195976	3/28/2012	10210		Posted	
	51-43-6270				diesel excise tax credit		0.00		14.19
	53-43-6270				diesel excise tax credit		0.00		14.19
							<u>0.00</u>		<u>28.38</u>
626 SOLOMON VALLEY HOME CENTER									
50162	5/17/2012	5/17/2012	115.36		4/11/2012	10464		Posted	
	25-00-6130				10278010 CEMENT		22.98		0.00
	25-00-6130				10278337 JOINT FIBER		22.99		0.00
	30-00-6130				10278509 LUMBER		41.95		0.00
	30-00-6130				10279322 DRYWALL		27.44		0.00
							<u>115.36</u>		<u>0.00</u>
50198	5/17/2012	5/17/2012	17.97	10279486	5/1/2012	9198		Posted	
	53-41-6000				white J trim		17.97		0.00
50203	5/17/2012	5/17/2012	6.89	10279494	5/1/2012	10950		Posted	
	53-43-6000				rotary bit & hardware		6.89		0.00
50213	5/17/2012	5/17/2012	105.58		5/1/2012	10658		Posted	
	10-18-6000				10279506 spray paint		25.62		0.00
	10-18-6000				10279757 sakrete		36.00		0.00
	41-00-8410				10279240 restroom signs for pool		43.96		0.00
							<u>105.58</u>		<u>0.00</u>
628 SOLOMON VALLEY VET HOSPITAL PA									
50219	5/17/2012	5/17/2012	789.26	205385	4/28/2012	10228		Posted	
	10-11-3500				pound animal services		789.26		0.00
643 STANION WHSE ELECTRIC COMPANY									
50164	5/17/2012	5/17/2012	1,171.08		4/20/2012	10936		Posted	
	53-43-8300				3160022-00 200amp 4T sockets		142.23		0.00
	53-43-8300				316022-01 200amp 4T sockets		270.41		0.00
	53-43-8300				3160490-00 200:5 ITRON		758.44		0.00
							<u>1,171.08</u>		<u>0.00</u>
673 THOMPSON'S OK TIRE, INC									
50117	5/17/2012	5/17/2012	580.00	1-47104	3/13/2012	11788		Posted	
	10-13-6140				new tires for police car		580.00		0.00
50124	5/17/2012	5/17/2012	80.00	1-49041	4/23/2012	11779		Posted	
	10-13-4310				rotate/balance tires, wheel alignment		80.00		0.00
50148	5/17/2012	5/17/2012	74.50		4/23/2012	10465		Posted	
	10-15-6140				1-49045 TIRE REPAIR		12.00		0.00
	10-15-6140				1-48941 TIRE & TUBE		62.50		0.00
							<u>74.50</u>		<u>0.00</u>
201 THYSSENKRUPP ELEVATOR									
50225	5/17/2012	5/17/2012	389.00	3000157915	5/1/2012	10236		Posted	
	10-11-3000				elevator maintenance		389.00		0.00
1163 TMHC SERVICES INC									
50232	5/17/2012	5/17/2012	169.75	163382	4/30/2012	10220		Posted	
	10-18-3000				pre-employment testing		70.00		0.00
	10-11-3000				Assistance Program & Admin Fees		99.75		0.00
							<u>169.75</u>		<u>0.00</u>
2323 CASSIDY TURLEY									
50214	5/17/2012	5/17/2012	72.00		4/30/2012	10647		Posted	
	10-17-6800				soccer referee (9 games)		72.00		0.00
2067 VERIZON WIRELESS SERVICES, LLC									
50226	5/17/2012	5/17/2012	108.37	2733049691	4/21/2012	10235		Posted	
	26-00-5310				Economic Development wireless service		108.37		0.00
50259	5/17/2012	5/17/2012	324.59	2731171654	4/19/2012	10250		Posted	
	10-13-5310				Police dept wireless service		324.59		0.00

Accounts Payable Detail Listing

City of Beloit

<u>Vend#</u>	<u>Vendor Name</u>		<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
	<u>Account#</u>	<u>Work Order</u>						
712 WACONDA TRADER (continued)								
50108	5/17/2012	5/17/2012	25.20		4/25/2012	10334		Posted
	52-43-5400			Wastewater Operator Ads			25.20	0.00
721 WATER PRODUCTS OF OKLAHOMA								
50149	5/17/2012	5/17/2012	9,358.00		2/24/2012	10450		Posted
	30-00-3000			0906350-IN 60" PIPE & COUPLINGS			14,024.60	0.00
	30-00-3000			0911080-CM CREDIT RETURN ON PIPE			0.00	4,666.60
							14,024.60	4,666.60
2493 BRODEY WATTS								
50235	5/17/2012	5/17/2012	21.00		4/30/2012	10644		Posted
	10-17-6800			soccer referee (3 games)			21.00	0.00
2495 TYLER WATTS								
50237	5/17/2012	5/17/2012	98.00		4/30/2012	10645		Posted
	10-17-6800			soccer referee (14 games)			98.00	0.00
728 WEIS FIRE & SAFETY EQUIPMENT CO. INC.								
50123	5/17/2012	5/17/2012	186.25		4/18/2012	11780		Posted
	10-13-7440			#121582 fire extinguisher annual service			85.25	0.00
	10-13-7440			#121580 fire extinguisher annual service			101.00	0.00
							186.25	0.00
734 WESCO RECEIVABLES CORP								
50201	5/17/2012	5/17/2012	2,404.26	021380	4/27/2012	10952		Posted
	53-43-7500			test switch			2,404.26	0.00
1035 BRUCE WILSON								
50222	5/17/2012	5/17/2012	60.00		4/26/2012	10231		Posted
	10-11-3000			bank reconciliation			60.00	0.00
50270	5/17/2012	5/17/2012	60.00		5/7/2012	10239		Posted
	10-11-3000			bank reconciliation			60.00	0.00

500,854.52 180 Non-voided payables listed.

Report Setup
 AP - Accounts Payable Listing : Vendor Name
 Filter Options
 Starting: 5/17/2012
 Ending: 5/17/2012
 Banks: All
 Payable Status: Posted, Printed, ACH, Recorded, Voided
 All Vendors Selected

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:		
May 15, 2012	FIREWORKS APPROVAL		
ORIGINATING DEPARTMENT:	TYPE OF ACTION:	<input type="checkbox"/> ORDINANCE	<input type="checkbox"/> RESOLUTION
Administration	<input checked="" type="checkbox"/> FORMAL ACTION	<input type="checkbox"/> OTHER	

RECOMMENDATION:

I recommend that the Council approve a request by Todd Kimminau for a variance from our city code to explode fireworks on Saturday, June 30th, 2012.

FISCAL NOTE:

There is no cost for granting this exception.

DISCUSSION:

Mr. Kimminau is requesting an exception from Ordinance No. 1710. That ordinance controls the sale and use of fireworks in the City of Beloit. That ordinance states that citizens are permitted to discharge or explode fireworks only on July 1st, 2nd, 3rd, 4th and 5th. Mr. Kimminau has traditionally hosted a block party during the 4th of July celebration, but this year his party would fall outside of the period allowed for shooting fireworks. This would be a one-time exception to the ordinance.

Respectfully submitted,

Glenn Rodden
City Administrator

To the Beloit City Council Members and Mayor Naasz:

This is a petition to ask for a one day extension of the City Fireworks Ordinance to include Saturday, June 30th for this year only. We are asking because the ordinance allows for fireworks to be shot off from the 1st through the 5th of July and because of how the calendar falls, there is no weekend, particularly a Saturday in that time period.

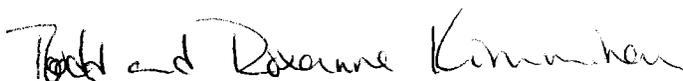
We have a neighborhood block party every year to celebrate. We ask for permission to close off the street so the kids can run and play freely throughout the area without worries of getting hurt by oncoming traffic. We have games for adults and kids alike all day long then in the evening there is a potluck. We come together to celebrate good food and friendship on this blessed day of our independence. Then when the sun starts to set and the time is right, Todd and his trusted helpers start up the fireworks show. People from all around come just to watch the fireworks. It generally lasts from 9pm to midnight. During this time, the ice cream is brought out and people enjoy the show while eating their ice cream flavor of choice. For us and the kids, it is a magical night; one we hope is producing happy and wholesome memories for years to come. After the show, we start the clean-up process which takes many hours. Many neighbors and friends stay to help out until the street is back in operating order.

All in all, we have anywhere from 150 to 200 people watching the show and celebrating with us. We have family and friends come from all over (Colorado, Nebraska, and Kansas) to help us celebrate and put on the show. Having the party on a Saturday enables these people to come to help produce the show and clean up and allowing some sleep before they have to return home. It also allows the neighborhood to recoup before Monday morning, when we all have to return to work.

This is a very brief explanation of the day. Todd and I welcome any questions/concerns and appreciate your consideration on this petition. Our home telephone number is 738-2529 for any questions/concerns you might have.

Thank You again,

Todd and Roxanne Kimminau

A handwritten signature in black ink that reads "Todd and Roxanne Kimminau". The signature is written in a cursive, flowing style.

ORDINANCE NO. 1710

AN ORDINANCE AMENDING ORDINANCE NO. 1671 PERTAINING TO THE SALE AND USE OF FIREWORKS AND ALSO PERTAINING TO THE LICENSING OF THOSE ENGAGED IN THE RETAIL SALE OF FIREWORKS AND AMENDING THE CITY CODE, SECTION 6-210 AND 6-211 IN THE CITY OF BELOIT, KANSAS.

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

SECTION 1: It is the desire of the governing body of the City of Beloit to permit the sale of fireworks only on the following days:

July 1st, 2nd, 3rd, and 4th

and the use or the permission to discharge or explode fireworks shall be limited to:

July 1st, 2nd, 3rd, 4th and 5th.

Further the governing body finds that the application for a license to sell fireworks must be submitted to the City Clerk on or before June 1st or each year in which the applicant requests permission to sell fireworks.

SECTION 2: The provisions of 6-210 in the City Code are amended to read as follows:

SAME; SALES RESTRICTED: (a) No person, firm or corporation shall offer any fireworks for sale to any individual at retail before the 1st day of July nor after the 4th day of July in any year; provided, however, that this section shall not be construed as granting the right to sell at any time any of the types, kinds or classes of fireworks which are prohibited from sale in Kansas by the State Fire Marshall's Department; and provided, further, that fireworks may be sold only with the written permission of the City Fire Chief and written application for permission to sell fireworks inside the city limits of the City of Beloit must be made to the City Clerk on or before June 1st of each year in which the applicant proposes to sell fireworks.

SECTION 3: The provisions of 6-211 of the City Code are amended to read as follows:

SAME; USE RESTRICTED. (a) It shall be unlawful for any person in the city to set off, discharge or explode, or to knowingly permit any other person on premises owned or controlled by him, including any street adjacent to such premises, to set off, discharge or explode any fireworks, except on the 1st, 2nd, 3rd, 4th and 5th days of July, and during those days the discharge of fireworks are unlawful between the hours of 12 a.m. and 6 a.m. Further articles of fireworks which are permitted to be sold in Kansas by the laws of the State of Kansas are all that is permitted by this Ordinance to be discharged or exploded in the city limits. Upon written permission of the Fire Chief of the City, fireworks to be used for exhibition purposes at fairs and celebrations may be sold and fired which otherwise are prohibited from sales to individuals provided the individuals in charge of the same are experienced in the handling of fireworks and the public attending such exhibition is kept at a safe distance.

SECTION 4: The other provisions of 6-210 and 6-211 remain unchanged.

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

PASSED by the Governing Body of the City of Beloit, Kansas, this 7th day of July, 1992.

E. Edward L. Specht
Edward L. Specht, Mayor

ATTEST:

Charlene Abell
Charlene Abell, City Clerk

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:		
May 15, 2012	AUTOMATED METER RENDING SYSTEM		
ORIGINATING DEPARTMENT:	TYPE OF ACTION:	ORDINANCE	RESOLUTION
Water/Waste Department	<input checked="" type="checkbox"/> FORMAL ACTION	<input type="checkbox"/>	<input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the Council approve the attached amended contract with Mueller Systems, LLC.

FISCAL NOTE:

- The cost of this item is \$63,625.
- The additional installation cost of the new water meters will be funded through a \$515,000 loan from the Kansas Department of Health and Environment (KDHE).

DISCUSSION:

On February 6, 2012, the City of Beloit was approved for funding up to \$515,000 from the Kansas Public Water Supply Loan Fund (KPWSLF Project No. 2760) for the purchase and installation of the water portion of an Automated Metering Infrastructure (AMI) system.

On March 20, 2012 the city council approved the purchase of an AMI system from Mueller Systems in the amount of \$791,452.67. The initial RFPs also requested quotes for installation of the system. Mueller's quote was \$78,215.

I inaccurately assumed that we would be allowed to use the KDHE loan to fund all water meters and computer software. Therefore, funding would not be available for installation, and the work would have to be performed by City staff, with an estimated completion time of 7 to 9 months.

However, in a letter dated April 20, 2012 the Kansas Department of Health and Environment – Bureau of Water informed us that only \$438,114.40 would be eligible for reimbursement by the KPWSLF as the rest of the contract costs can be attributed to the electrical utility infrastructure. That opened up funding in the amount of \$76,885.60, leaving an unfunded difference of \$1,329.40. I initially requested that we be allowed to pursue installation with the knowledge that the water department would cover the unfunded balance. Since that initial request, Mueller Systems has provided an updated price quote for the installation of water meters. That newly quoted amount is \$63,625. The change in price can be attributed to our reducing the actual number of meters to be purchased and installed. The total amount of the KPWSL would be \$501,739.40.

Therefore, I request that the City Council approve the amended contract allowing Mueller Systems to perform the water meter installation.

Respectfully submitted,

Glenn Rodden
City Administrator

215 S. Chestnut
P O Box 567
Beloit, Kansas 67420



Tel No (785) 738-2275
Fax No (785) 738-6401
beloitplants@nckcn.com

TO: Glenn Rodden, City Administrator
FROM: Kendal Francis, Director of Water / Wastewater Operations
RE: Water Meter Installation – Contract Change Order
DATE: May 8, 2012

On February 6, 2012, the City of Beloit was approved for funding up to \$515,000 from the Kansas Public Water Supply Loan Fund (KPWSLF Project No. 2760) for the purchase and installation of the water portion of an Automated Metering Infrastructure (AMI) system. On March 20, 2012 the city council approved the purchase of an AMI system from Mueller Systems in the amount of \$791,452.67. The initial RFPs also requested quotes for installation of the system. Mueller's quote was \$78,215.

I inaccurately assumed that we would be allowed to use the KDHE loan to fund all water meters and computer software. Therefore, funding would not be available for installation, and the work would have to be performed by City staff, with an estimated completion time of 7 to 9 months.

However, in a letter dated April 20, 2012 the Kansas Department of Health and Environment – Bureau of Water informed us that only \$438,114.40 would be eligible for reimbursement by the KPWSLF as the rest of the contract costs can be attributed to the electrical utility infrastructure. That opened up funding in the amount of \$76,885.60, leaving an unfunded difference of \$1,329.40. I initially requested that we be allowed to pursue installation with the knowledge that the water department would cover the unfunded balance. Since that initial request, Mueller Systems has provided an updated price quote for the installation of water meters. That newly quoted amount is \$63,625. The change in price can be attributed to our reducing the actual number of meters to be purchased and installed. The total amount of the KPWSL would be \$501,739.40.

Therefore, I request that the City Council approve the contract change order allowing Mueller Systems to perform the water meter installation.

**Master Agreement
Change Order**

This CHANGE ORDER ("Order") is entered into this _____ day of _____ between MUELLER SYSTEMS, LLC, a Delaware limited liability corporation having its principal offices at 10210 Statesville Blvd, Cleveland, North Carolina 27013, and CITY OF BELOIT, KANSAS, a municipality having its principal offices at 119 North Hersey, Beloit, Kansas 67420. This Order outlines additions to the MASTER AGREEMENT dated March 27, 2012, between MUELLER SYSTEMS, LLC and CITY OF BELOIT.

INSTALLATION:

Water meter installation services, in the amount of \$63,625.00, will be provided by Mueller Service Company in accordance with the following proposal:

Mueller Service Co. (MSC) proposes to furnish all project management, installation labor, equipment, miscellaneous materials and insurance for the above referenced project for a cost as follows. Work to be completed in 45 working days, weather permitting. Work to be performed in compliance with information provided by Mueller Systems. Mueller Systems and or City of Beloit, KS (City), will supply meters, Mi.Net MIUs, etc.

Base Pricing

Unit Description	Project Quantity*	Unit Price	Extended Price
Installation of 5/8" Water Meter & Mi.Node	1,450	\$30.00	\$43,500.00
Installation of 1" Water Meter & Mi.Node	325	\$35.00	\$11,375.00
Installation of 1- ¹ / ₂ " Water Meter & Mi.Node	50	\$115.00	\$5,750.00
Retrofit of 2" Water Meter with Mi.Node (no meter replacement)	80	\$30.00	\$2,400.00
Retrofit of 3" Water Meter with Mi.Node (no meter replacement)	9	\$30.00	\$270.00
Retrofit of 4" Water Meter with Mi.Node (no meter replacement)	10	\$30.00	\$300.00
Retrofit of 6" Water Meter with Mi.Node (no meter replacement)	1	\$30.00	\$30.00
			\$63,625.00

Work included as follows:

- Install new residential water meters as required. Retrofits do not include meter replacement.
- Install water meters in existing yokes, setters or spuds as needed.
- Data-entry for each meter, account and address as needed.
- Capture of GPS location for each meter.
- Meter gaskets and bolts as required.
- MSC to provide door hangers.
- MSC to provide project manager.
- Work with Mueller Systems project manager to coordinate all activities.
- Deposit salvaged water meters in City designated containers on a daily basis.
- Salvage and disposal of all water meters by City.

Work not included as follows:

- No liquidated damages.
- No sales tax included.
- Surety Bonding - add 2% if needed.
- Brass spool adapters for water meters - if needed.
- Any fixed AMR/AMI network software or interfaces.
- Installation of Mi.Gate collectors.
- Any concrete work, landscaping, patching, sealing, lead paint abatement.
- No repair work to existing water services. Services for water meter replacements are to be of an acceptable condition so that they can be changed without service line failure from changed service conditions occurring during the installation process.
- Rebuilding of expansion wheels if necessary.

- Assume standard lay lengths and sizing. No modification of lay length or size.
- No scheduling of appointments. City is responsible for customer notification of work to be performed.

Additional conditions:

- Maps with current meter locations and assistance locating existing meters to be provided by Mueller Systems and City.
- Meter replacements do not include modifying/resetting/replacement of meter boxes or lids unless noted above.
- Meter manufacturer must ensure adequate delivery of meters to sustain production levels.
- Installation schedule compression subject to additional installation costs.
- Mueller Systems to provide sufficient handhelds to achieve production rates determined by MSC.

Pricing is subject to attached terms and conditions. All payroll taxes, workers' compensation and liability insurance included. Certificates of insurance are available upon request. Payment expected within 30 days from date of invoice. This proposal is good for forty-five days. If you have any questions, please call.

Terms and Conditions

The following terms and conditions of sale (these "**Terms**") shall apply to all work performed by Mueller Service Co., LLC (together with its affiliated companies) "**Mueller Service:**"

1. Scope

These Terms apply to all quotations made and agreements entered into by Mueller Service with the Purchaser relating to drinking and waste water infrastructure installation, leak detection, assessment, maintenance, and repair. For the purposes of these Terms, "**Purchaser**" means the party purchasing services and related products from Mueller Service, and the "**Services**" means those services to be performed and related products to be delivered by Mueller Service to the Purchaser. Any and all purchase orders and contracts to provide the Services that are accepted by Mueller Service shall be deemed to incorporate and be governed by these Terms unless agreed separately in writing to the contrary. In the event of inconsistency between these Terms and the Purchaser's terms and conditions contained on the Purchaser's purchase order or other document, these Terms shall prevail. No variation of these Terms shall be binding upon Mueller Service unless and until such variation has been accepted in writing by a duly authorized person on behalf of Mueller Service.

2. Services

For the Services, Mueller Service uses a commercially reasonable best effort methodology developed through experience and expertise in water infrastructure design and maintenance. The success of the Services is subject to: (a) site conditions, including without limitation, weather, ground conditions, slope, location of the main or appurtenance; and main or appurtenance conditions of service; (b) certain information provided to Mueller Service by the Purchaser. The results may vary significantly if this information is inaccurate and Mueller Service Company shall not be responsible for any loss or damage which results from such inaccurate or faulty information.

3. Purchase Orders

Purchaser may issue Mueller Service purchase orders ("**Purchase Orders**") for the purchase of the Services from Mueller Service. All Purchase Orders are subject to acceptance by Mueller Service. The Purchase Order shall provide for the description of the Services, parts or product being purchased, the purchase price ("**Purchase Price**"), the currency, quantity, and requested time and days of performance. The purchaser shall reference and incorporate these Terms and Conditions in any Purchase Order. In case of any conflict in terms between a Purchase Order and these Terms and Conditions, then these Terms and Conditions shall prevail.

4. Purchase and Sale

Subject to these Terms, Mueller Service hereby sells, performs, conveys and transfers the specified Services to Purchaser and the Purchaser hereby purchases such Services from Mueller Service.

5. Purchase Price and Taxes

Price: The Purchase Price to be paid by the Purchaser to Mueller Service for the Services is as stipulated in the Purchase Order as accepted by Mueller Service and excludes any applicable taxes. **Taxes:** Purchaser shall pay any and all taxes, however designated or incurred, which are paid or payable as a result of or otherwise in connection with the Services and the applicable Purchase Order, including, without limitation, federal, provincial and local, excise, sales, use, goods and services and any taxes or other amounts in lieu thereof, except for any taxes based on Mueller Service' net income. **Payment Terms:** Payment for the Services is due within thirty (30) days from the date of completion. **Interest on Late Payments:** Where Purchaser fails to pay the Purchase Price in accordance with the terms of this Section 5, Mueller Service shall have the right, in addition to any other rights or remedies available to it, to charge, and Purchaser shall pay, interest on such overdue amounts at the rate of one percent (1.0%) per month calculated daily, compounded monthly both before and after any court judgment in respect of the same from the date such payment was due.

6. Delivery

Mueller Service will not be responsible for any loss or damage to the products or parts following delivery and performance of the Services. For Service delivery, Mueller Service will use reasonable commercial efforts to avoid delay in performance. Failure to perform by the specified date will not be a sufficient cause for cancellation, nor will Mueller Service be liable for any direct, indirect, consequential or economic loss due to delay in delivery.

7. Warranties and disclaimers

Warranties: Mueller Service hereby warrants that any labor performed will be satisfactory on the date of completion of performance and for a period ninety (90) days thereafter (the "**Warranty Period**"). For materials, Mueller Services shall transfer to the Purchaser any manufacturer's warranty available. **Remedy:** In the event that the labor performed by Mueller Service is not satisfactory during the Warranty Period, Purchaser must notify Mueller Service in writing prior to the expiration of the Warranty Period in order to avail of the remedies contained in these Terms. Upon receipt of such notification, Mueller Service may redo the work at no additional cost to Purchaser. If Mueller Service cannot redo the work then Mueller Service shall refund to Purchaser any amounts paid by Purchaser for the unsatisfactory portion service in question. This Section 7 contains the Purchaser's entire rights and Mueller Service' liability in the event the warranty contained in Section 7 is not fulfilled. **Disclaimer:** EXCEPT AS OTHERWISE STATED HEREIN, PURCHASER ACKNOWLEDGES THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE PHYSICAL AND MECHANICAL CONDITION, SUITABILITY, DURABILITY, MERCHANTABILITY OR FITNESS OF ANY PRODUCTS FOR ANY PURPOSE, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR INTENDED PURPOSE OR THAT THE PRODUCTS OR DOCUMENTATION WILL MEET PURCHASER'S NEEDS OR WILL BE AVAILABLE FOR USE AT ANY PARTICULAR TIME OR WILL BE ERROR FREE.

8. Limitation of liability

Consequential Damages: IN NO EVENT SHALL MUELLER SERVICE BE LIABLE FOR ANY LOST REVENUE, LOST PROFITS, LOST SAVINGS OR CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. **Limitation of Direct Damages:** IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY THE PURCHASER AGAINST MUELLER SERVICE OR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, OR AGENTS WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, INCLUDING A BREACH BY MUELLER SERVICE OF ANY OF ITS OBLIGATIONS (WHETHER OR NOT A FUNDAMENTAL BREACH), THE PURCHASER'S EXCLUSIVE REMEDY SHALL BE TO RECEIVE FROM MUELLER SERVICE PAYMENT FOR ACTUAL AND DIRECT DAMAGES TO A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE PURCHASE PRICE PAID BY THE PURCHASER TO MUELLER SERVICE FOR THE SERVICES IN QUESTION. **Liquidated Damages.** In case of delay not primarily caused by Mueller Service, both Mueller Service and Purchaser agree that it would be impracticable and difficult to ascertain the amount of actual damages caused by delay. Therefore, Mueller Service and the Purchaser agree that, in the event that Mueller Service is unreasonably and without fault delayed in the performance of its Services, the Mueller Service may elect to either (i) continue to provide the Service with the Purchaser paying to Mueller Service the Liquidated Damages amount for each day of delay; or (ii) to discontinue performance of the Services without penalty or further obligation. Mueller Service and the Purchaser agree that the Liquidated Damages amount specified in the Mueller Service quote represents reasonable compensation for the loss which would be incurred by the Mueller Service due to any such delay.

9. Intellectual property rights

Mueller Service makes no express or implied representation or warranty that the Services will not infringe any patent, copyright or other intellectual property rights. Mueller Service shall make reasonable efforts to ensure that the Services will not infringe third party intellectual property rights. The Purchaser recognizes and acknowledges the great value of the goodwill associated with the name and servicemarks and/or trade-marks of Mueller Service, and the identification of the Services therewith. The Purchaser shall not obscure, effect or permit the removal or alteration of any servicemarks, trade-marks, copyright notices, patent numbers, labels, serial numbers or the like affixed to any part or product, document, related materials, or packaging.

All rights, title, and interest in and to the designs, models, patterns, specifications, copyrights, patents, trade secrets, trade-marks and other intellectual and industrial property in the Services, documentation and related materials shall remain vested in Mueller Service or its third party suppliers. The Purchaser shall not copy, make extracts from, translate or otherwise modify any of the documentation or related materials provided by Mueller Service. The Purchaser expressly acknowledges and agrees that any software delivered as a part of the product or as part of the Services is not sold, but rather is licensed to the Purchaser. All rights, title and interest in and to the software shall remain vested in Mueller Service or its third party suppliers, and the Purchaser is granted only a limited license to use the software in conjunction with the Services. The Purchaser shall not, and shall prevent others from copying, translating, modifying, creating derivative works, reverse engineering, decompiling or otherwise using the software except as expressly permitted under the terms of any End User License Agreement associated with such software.

10. Miscellaneous

These Terms shall be binding upon and shall inure to the benefit of Mueller Service and the Purchaser and their respective successors and permitted assigns. Notwithstanding anything to the contrary contained herein, the obligations of Mueller Service under these Terms may be assigned or delegated to any company affiliated with Mueller Service, including all subsidiaries of Mueller Water Products, Inc. and its employees and agents, provided that Mueller Service shall remain responsible to the Purchaser as otherwise provided.

Governing Law: These Terms shall be governed by, and construed and enforced in accordance with the laws in force in the State

of Delaware (in each case, excluding any conflict of laws rule or principle which might refer such construction to the laws of another jurisdiction). The Parties hereto agree to submit to the jurisdiction of the courts of the State of Delaware, and in each case waive any objection relating to improper venue or *forum non conveniens* to the conduct of any proceeding in any such court. **Severability:** In the event that any provision (or any portion of a provision) of these Terms shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision hereof and these Terms shall be construed as if such invalid, illegal or unenforceable provision (or portion of a provision) had never been contained herein in regards to that particular jurisdiction. **Press Releases:** Mueller Service may disclose the existence of these Terms, the agreement with Purchaser or the relationship between the Parties, provided that Purchaser has an opportunity to review any such press release and that the contents of such press release are factually accurate.

DAVIS-BACON WATE RATE PROVISIONS

1. Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, (**SEE APPENDIX A**) regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5 (a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis- Bacon poster

(WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Loan Recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

(ii)(A) The Loan Recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA award official shall coordinate with the Department of Labor Wage and Hour Division to approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Loan Recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Loan Recipient (s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the Loan Recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer award official or will notify the contracting officer award official within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Loan Recipient(s) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29

CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the Loan Recipient, that is, the entity that receives the sub- grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the Loan Recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not

the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls.

Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Loan Recipient (s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the Loan Recipient (s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to

journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not

registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
6. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Loan Recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

11. Contract Provision for Contracts in Excess of \$100,000.

(a) The following provisions apply to all contracts that are in excess of \$100,000. As used in these provisions, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The municipality, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any

such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in (a)(3), above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND ADGrees TO BE BOUND BY ITS TERMS AND CONDITONS.

Provider

Customer

By: _____

By: _____

Name (Print or Type)

Name (Print or Type)

Title

Title

Date

Date

Appendix A
Wage Determination Schedule

Crusher & Screen Plant
 Operator.....\$ 12.25
 Distributor Operator
 (Bituminous).....\$ 12.25
 Drill Operator (DRILLED
 SHAFTS).....\$ 12.75
 Drill rig operator.....\$ 13.50
 ELECTRICIAN.....\$ 15.00
 Excavator Operator.....\$ 13.50
 Flagger.....\$ 9.50
 Form Liner and Setter.....\$ 10.50
 Front End Loader Operator.....\$ 12.50
 Groundman (Traffic Signals &
 Lighting).....\$ 12.00
 Hydro-demolition operator.....\$ 12.50
 Laborer (Construction).....\$ 9.50
 Lineman (Traffic Signals &
 Lighting).....\$ 14.00
 Lineman Operator (Traffic
 Signals & Lighting).....\$ 12.75
 Material transfer vehicle
 operator.....\$ 12.50
 MECHANIC.....\$ 14.50
 Mixer operator (Concrete
 Portable).....\$ 10.75
 Motor Grader Operator (Finish)...\$ 14.50
 Motor Grader Operator (Rough)...\$ 12.50
 Motor scraper operator.....\$ 11.75
 PAINTER (Structural Steel &
 Bridge).....\$ 14.00
 Pavement Breaker Operator
 (Self Propelled).....\$ 11.25
 Pavement Marking Truck
 Operator.....\$ 12.00
 Paving Equipment Operator.....\$ 13.50
 Post Driver/Auger Operator.....\$ 11.75
 Powderman.....\$ 12.25
 Profile grinder operator.....\$ 14.75
 Reinforcing Steel Setter.....\$ 10.00
 Rock drill operator.....\$ 11.75
 Roller Compactor operator
 (Self-Propelled)(Asphalt).....\$ 11.75
 Roller/compactor operator
 (Self-Propelled).....\$ 11.75
 Rotary broom operator.....\$ 10.25
 Rotomill Groundman.....\$ 11.25
 Rotomill operator.....\$ 13.50
 Sandblaster (Structural Steel
 or Bridge).....\$ 11.50
 Serviceman (equipment).....\$ 12.50
 Shoulder machine operator.....\$ 11.50
 Skidsteer loader operator.....\$ 11.00
 Slurry machine operator.....\$ 12.25

 Spreader Box operator
 (Self-Propelled).....\$ 11.50

Steelworker Structural.....\$ 11.00
Tractor operator.....\$ 10.50
Traffic control service driver...\$ 11.00
Trenching machine operator.....\$ 11.00
Truck Driver (Heavy Duty Off
Road).....\$ 12.00
Truck Driver (Single Axle).....\$ 11.00
Truck Driver (Tandem).....\$ 12.00
Truck Driver (Triple Axle &
Semi).....\$ 12.50
WELDER.....\$ 11.75

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====
Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with
characters other than "SU" denotes that the union
classification and rate have found to be prevailing for that
classification. Example: PLUM0198-005 07/01/2011. The
first four letters , PLUM, indicate the international union and
the four-digit number, 0198, that follows indicates the local
union number or district council number where applicable ,
i.e., Plumbers Local 0198. The next number, 005 in the
example, is an internal number used in processing the wage
determination. The date, 07/01/2011, following these
characters is the effective date of the most current
negotiated rate/collective bargaining agreement which would be
July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any
changes in the collective bargaining agreements governing the
rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived
from survey data by computing average rates and are not union
rates; however, the data used in computing these rates may
include both union and non-union data. Example: SULA2004-007
5/13/2010. SU indicates the rates are not union rates, LA

indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- an existing published wage determination
- a survey underlying a wage determination
- a Wage and Hour Division letter setting forth a position on a wage determination matter
- a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process descr 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

City of Beloit - 2012 1st Quarter Treasurers Report

Fund	Beginning Balance	Revenue	Expense	Ending Balance
General	33,246.49	850,406.61	614,165.75	269,487.35
Employee Benefit	7,027.09	440,416.07	334,372.67	113,070.49
Library	49,061.32	99,528.53	117,638.78	30,951.07
Special Parks and Recreation	2,693.23		2,128.77	564.46
Equipment Reserve	2,411.19		1,983.34	427.85
Special Highway	8,668.45	25,552.68	17,319.67	16,901.46
Economic Development	6,157.84	24,870.50	24,889.49	6,138.85
Capital Improvement Fund	58,516.39	146,182.11	106,707.17	97,991.33
Law Enforcement Trust Fund	2,754.66	-		2,754.66
Police Department Capital Reserve Fund	12,720.05	1,216.34	9,516.55	4,419.84
Fire Department Capital Reserve Fund	80,230.99			80,230.99
Neighborhood Revitalization	166.74			166.74
Water Fund	111,917.98	260,198.04	261,826.74	110,289.28
Water Pollution Treatment	118,320.66	254,932.51	355,295.40	17,957.77
Electric Utility	640,812.74	1,678,848.25	1,545,455.88	774,205.11
Refuse	57,849.55	69,043.72	68,465.29	58,427.98
Elec Plant & Equip Replacement				-
Water Plant/Equip Replacement	-	2,499.99		2,499.99
WPC Plant & Equipment Replacement	78,339.52	2,499.99	40,000.00	40,839.51
Cable	4,403.06			4,403.06
Cemetery Endowment	39,280.80	392.89		39,673.69
TOTALS	1,314,578.75	3,856,588.23	3,499,765.50	1,671,401.48
Outstanding Debt:				
Sewer Plant Loan		780,755.24		
PBC Revenue Bonds		4,435,000.00		
General Obligation Bonds		1,140,000.00		
Revenue Bonds (Power Plant Projects)		4,235,000.00		
Total Debt		10,590,755.24		

City of Beloit
2012 Budget and Fund Balances
March 31, 2012

Budgeted Funds	2012 Budgeted Expenditures	YTD Expenditures 3/31/2012	YTD Budget % Expended	2012 Budget Revenue	YTD Revenue 3/31/2012	YTD Budget % Received	Cash Balance 3/31/2012	Budget Authority Remaining
General	\$2,252,774.00	\$516,029.98	22.91%	\$2,189,440.00	\$766,114.48	34.99%	\$269,487.35	\$1,736,744.02
Employee Benefit	\$1,242,100.00	\$311,430.94	25.07%	\$1,248,424.00	\$422,853.90	33.87%	\$113,070.49	\$930,669.06
Library	\$224,545.00	\$91,318.38	40.67%	\$177,162.00	\$95,985.08	54.18%	\$30,951.07	\$133,226.62
Special Parks and Recreation	\$18,971.00	\$0.00	0.00%	\$11,951.00	\$0.00	0.00%	\$564.46	\$18,971.00
Special Highway	\$110,884.00	\$11,674.81	10.53%	\$107,880.00	\$25,417.70	23.56%	\$16,901.46	\$99,209.19
Economic Development	\$93,088.00	\$24,686.21	26.52%	\$92,300.00	\$24,870.50	26.95%	\$6,138.85	\$68,401.79
Law Enforcement Trust Fund	\$1,997.00	\$0.00	0.00%	\$0.00	\$0.00		\$2,754.66	\$1,997.00
Neighborhood Revitalization	\$167.00	\$0.00	0.00%	\$0.00	\$0.00		\$167.00	\$167.00
Water Fund	\$1,153,938.00	\$215,957.69	18.71%	\$1,007,750.00	\$258,151.34	25.62%	\$110,289.28	\$937,980.31
Water Pollution Treatment	\$956,303.00	\$247,747.27	25.91%	\$880,000.00	\$223,841.84	25.44%	\$17,957.77	\$708,555.73
Electric Utility	\$5,794,755.00	\$1,092,694.43	18.86%	\$5,210,900.00	\$1,326,137.36	25.45%	\$774,205.11	\$4,702,060.57
Refuse	\$288,002.00	\$68,434.05	23.76%	\$275,500.00	\$69,429.58	25.20%	\$58,427.98	\$219,567.95
Cable	\$4,415.00	\$0.00	0.00%	\$0.00	\$0.00		\$4,403.06	\$4,415.00
	\$12,141,939.00	\$2,579,973.76		\$11,201,307.00	\$3,212,801.78		\$1,405,318.54	\$9,561,665.24

ITEMS FOR COUNCIL DISCUSSION

Date:	Title:
May 15, 2012	WORK SESSION DISCUSSION

DISCUSSION:

Items for discussion at your May 16, 2012 Work Session will include the following:

- A. Water Rights Permit. Stuart Porter from Schwab-Eaton Engineering will attend the next council meeting to update the council on the progress of the water rights permit that we submitted to the Division of Water Resources last year.

Respectfully submitted,

Glenn Rodden
City Administrator

THE STATE OF KANSAS



KANSAS DEPARTMENT OF AGRICULTURE
Dale A. Rodman, Secretary of Agriculture

DIVISION OF WATER RESOURCES
David W. Barfield, Chief Engineer

File Number _____
This item to be completed by the Division of Water Resources.

**APPLICATION FOR PERMIT TO
APPROPRIATE WATER FOR BENEFICIAL USE**
Filing Fee Must Accompany the Application
(Please refer to Fee Schedule attached to this application form.)

To the Chief Engineer of the Division of Water Resources, Kansas Department of Agriculture,
109 SW 9th Street, Second Floor, Topeka, KS 66612-1283:

- Name of Applicant (Please Print): CITY OF BELOIT
Address: P.O. Box 567
City: BELOIT State KS Zip Code 67420-0567
Telephone Number: (785) 738-3551
- The source of water is: surface water in THE SOLOMON RIVER
(stream)
OR groundwater in _____
(drainage basin)

Certain streams in Kansas have minimum target flows established by law or may be subject to administration when water is released from storage for use by water assurance district members. If your application is subject to these regulations on the date we receive your application, you will be sent the appropriate form to complete and return to the Division of Water Resources.

- The maximum quantity of water desired is _____ acre-feet OR 131.643 ^{MILLION} gallons per calendar year, to be diverted at a maximum rate of 1275 gallons per minute OR _____ cubic feet per second. LIMITED TO 1,275 g.p.m. WHEN COMBINED WITH PREVIOUS WATER RIGHTS. Once your application has been assigned a priority, the requested maximum rate of diversion and maximum requested quantity of water under that priority number can NOT be increased. Please be certain your requested maximum rate of diversion and maximum quantity of water are appropriate and reasonable for your proposed project and are in agreement with the Division of Water Resources' requirements.
- The water is intended to be appropriated for (Check use intended):

(a) <input type="checkbox"/> Artificial Recharge	(b) <input type="checkbox"/> Irrigation	(c) <input type="checkbox"/> Recreational	(d) <input type="checkbox"/> Water Power
(e) <input type="checkbox"/> Industrial	(f) <input checked="" type="checkbox"/> Municipal	(g) <input type="checkbox"/> Stockwatering	(h) <input type="checkbox"/> Sediment Control
(i) <input type="checkbox"/> Domestic	(j) <input type="checkbox"/> Dewatering	(k) <input type="checkbox"/> Hydraulic Dredging	(l) <input type="checkbox"/> Fire Protection
(m) <input type="checkbox"/> Thermal Exchange	(n) <input type="checkbox"/> Contamination Remediation		

YOU **MUST** COMPLETE AND ATTACH ADDITIONAL DIVISION OF WATER RESOURCES FORM(S) PROVIDING INFORMATION TO SUBSTANTIATE YOUR REQUEST FOR THE AMOUNT OF WATER FOR THE INTENDED USE REFERENCED ABOVE.

For Office Use Only:							
F.O. _____	GMD _____	Meets K.A.R. 5-3-1 (YES / NO)	Use _____	Source G / S	County _____	By _____	Date _____
Code _____	REG _____	Fee \$ _____	TR # _____	Receipt Date _____	Check # _____		

5. The location of the proposed wells, pump sites or other works for diversion of water is:

Note: For the application to be accepted, the point of diversion location must be described to at least a 10 acre tract, unless you specifically request a 60 day period of time in which to locate the site within a specifically described, minimal legal quarter section of land.

- (A) One in the SW quarter of the NE quarter of the SW quarter of Section 9, more particularly described as being near a point 1,450 feet North and 3,670 feet West of the Southeast corner of said section, in Township 7 South, Range 7 East (West (circle one)), MITCHELL County, Kansas.
- (B) One in the _____ quarter of the _____ quarter of the _____ quarter of Section _____, more particularly described as being near a point _____ feet North and _____ feet West of the Southeast corner of said section, in Township _____ South, Range _____ East/West (circle one), _____ County, Kansas.
- (C) One in the _____ quarter of the _____ quarter of the _____ quarter of Section _____, more particularly described as being near a point _____ feet North and _____ feet West of the Southeast corner of said section, in Township _____ South, Range _____ East/West (circle one), _____ County, Kansas.
- (D) One in the _____ quarter of the _____ quarter of the _____ quarter of Section _____, more particularly described as being near a point _____ feet North and _____ feet West of the Southeast corner of said section, in Township _____ South, Range _____ East/West (circle one), _____ County, Kansas.

If the source of supply is groundwater, a separate application shall be filed for each proposed well or battery of wells, except that a single application may include up to four wells within a circle with a quarter (1/4) mile radius in the same local source of supply which do not exceed a maximum diversion rate of 20 gallons per minute per well.

A battery of wells is defined as two or more wells connected to a common pump by a manifold; or not more than four wells in the same local source of supply within a 300 foot radius circle which are being operated by pumps not to exceed a total maximum diversion rate of 800 gallons per minute and which supply water to a common distribution system.

6. The owner of the point of diversion, if other than the applicant is (please print):

- NA -

(name, address and telephone number)

- NA -

(name, address and telephone number)

You must provide evidence of legal access to, or control of, the point of diversion from the landowner or the landowner's authorized representative. Provide a copy of a recorded deed, lease, easement or other document with this application. In lieu thereof, you may sign the following sworn statement:

I have legal access to, or control of, the point of diversion described in this application from the landowner or the landowner's authorized representative. I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 26, 2011. Rebecca Koster
Applicant's Signature

7. The proposed project for diversion of water will consist of ONE INTAKE
(number of wells, pumps or dams, etc.)

and (was)(will be) completed (by) BEFORE 1945
(Month/Day/Year - each was or will be completed)

8. The first actual application of water for the proposed beneficial use was or is estimated to be ASAP
(Mo/Day/Year)

9. Will pesticide, fertilizer, or other foreign substance be injected into the water pumped from the diversion works?
 Yes No If "yes", a check valve shall be required.

All chemigation safety requirements must be met including a chemigation permit and reporting requirements.

10. If you are planning to impound water, please contact the Division of Water Resources for assistance, prior to submitting the application. Please attach a reservoir area capacity table and inform us of the total acres of surface drainage area above the reservoir.

Have you also made an application for a permit for construction of this dam and reservoir with the Division of Water Resources? Yes No

- If yes, show the Water Structures permit number here NA
- If no, explain here why a Water Structures permit is not required NA

11. The application must be supplemented by a U.S.G.S. topographic map, aerial photograph or a detailed plat showing the following information. On the topographic map, aerial photograph, or plat, identify the center of the section, the section lines or the section corners and show the appropriate section, township and range numbers. Also, please show the following information:

- (a) The location of the proposed point(s) of diversion (wells, stream-bank installations, dams, or other diversion works) should be plotted as described in Paragraph No. 5 of the application, showing the North-South distance and the East-West distance from a section line or southeast corner of section.
- (b) If the application is for groundwater, please show the location of any existing water wells of any kind within 1/2 mile of the proposed well or wells. Identify each existing well as to its use and furnish the name and mailing address of the property owner or owners. If there are no wells within 1/2 mile, please advise us.
- (c) If the application is for surface water, the names and addresses of the landowner(s) 1/2 mile downstream and 1/2 mile upstream from your property lines must be shown.
- (d) The location of the proposed place of use should be shown by crosshatching on the topographic map, aerial photograph or plat.
- (e) Show the location of the pipelines, canals, reservoirs or other facilities for conveying water from the point of diversion to the place of use.

A 7.5 minute U.S.G.S. topographic map may be obtained by providing the section, township and range numbers to: Kansas Geological Survey, 1930 Constant, Campus West, University of Kansas, Lawrence, Kansas 66047.

12. List any application, appropriation of water, water right, or vested right file number that covers the same diversion points or any of the same place of use described in this application. Also list any other recent modifications made to existing permits or water rights in conjunction with the filing of this application.

PLACE OF USE AND POINT OF DIVERSION:

FILE NOS. MC 002; 2,269 & 10,281.

13. Furnish the following well information if the proposed appropriation is for the use of groundwater. If the well has not been completed, give information obtained from test holes, if available.

Information below is from: Test holes Well as completed Drillers log attached

Well location as shown in paragraph No.	(A)	(B)	(C)	(D)
Date Drilled	_____			
Total depth of well	_____			
Depth to water bearing formation	_____			
Depth to static water level	_____			
Depth to bottom of pump intake pipe	_____			

NA

14. The relationship of the applicant to the proposed place where the water will be used is that of OWNER
(owner, tenant, agent or otherwise)

15. The owner(s) of the property where the water is used, if other than the applicant, is (please print):

- NA -

(name, address and telephone number)

- NA -

(name, address and telephone number)

16. The undersigned states that the information set forth above is true to the best of his/her knowledge and that this application is submitted in good faith.

Dated at Beloit, Kansas, this 26 day of April, 2011
(month) (year)

Rebecca Koster
(Applicant Signature)

48-6021110
APPLICANT(S) SOCIAL SECURITY IDENTIFICATION NUMBER(S)

By _____
(Agent or Officer Signature)

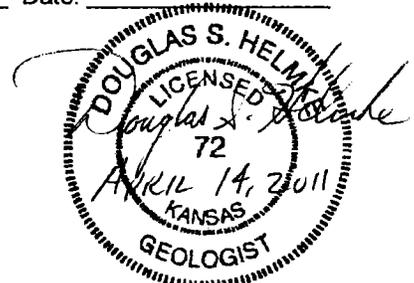
and/or
APPLICANT(S) TAXPAYER I.D. NO.(S)

(Agent or Officer - Please Print)

Assisted by _____ Date: _____
(office/title)

Please send a copy of all correspondence, including application acknowledgment letter, to:

Douglas S. Helmke, L.G.
Kansas Rural Water Assn.
6847 SE 29th Street
Tecumseh, Kansas 66542-9571



FEE SCHEDULE

1. The fee for an application for a permit to appropriate water for beneficial use, except for domestic use, shall be (see paragraph No. 2 below if requesting storage):

ACRE-FEET	FEE
0-100	\$200.00
101-320	\$300.00
More than 320	\$300.00 plus \$20.00 for each additional 100 acre-feet or any part thereof.

131.643 m.g.y = 403.998 AF = \$320.00

2. The fee for an application in which storage is requested, except for domestic use, shall be:

ACRE-FEET	FEE
0-250	\$200.00
More than 250	\$200.00 plus \$20.00 for each additional 250 acre-feet of storage or any part thereof.

Note: If an application requests both direct use *and* storage, the fee charged shall be as determined under No. 1 or No. 2 above, whichever is greater, but not both fees.

3. The fee for an application for a permit to appropriate water for water power or dewatering purposes shall be \$100.00 plus \$200.00 for each 100 cubic feet per second, or part thereof, of the diversion rate requested.

Note: The applicant shall notify the Chief Engineer and pay the statutorily required field inspection fee of \$400.00 when construction of the works for diversion has been completed, except that for applications filed on or after July 1, 2009, for works constructed for sediment control use and for evaporation from a groundwater pit for industrial use shall be accompanied by a field inspection fee of \$200.00.

MAKE CHECKS PAYABLE TO THE KANSAS DEPARTMENT OF AGRICULTURE

ATTENTION

A Water Conservation Plan may be required per K.S.A. 82a-733. A statement that your application for permit to appropriate water may be subject to the minimum desirable streamflow requirements per K.S.A. 82a-703a, b, and c may also be required from you. After the Division of Water Resources has had the opportunity to review your application, you will be notified whether or not you will need to submit a Water Conservation Plan. You also may be required to install a water flow meter or water stage measuring device on your diversion works prior to diverting water. There may be other special conditions or Groundwater Management District regulations that you will need to comply with if this application is approved.

CONVERSION FACTORS

1 acre-foot equals 325,851 gallons

1 million gallons equal 3.07 acre-feet

(Date)

Kansas Department of Agriculture
Division of Water Resources
David W. Barfield, Chief Engineer
109 SW 9th Street, 2nd Floor
Topeka, Kansas 66612-1283

Re: Application
File No. _____

Minimum Desirable Streamflow

Dear Sir:

I understand that a Minimum Desirable Streamflow requirement has been established by the legislature for the source of supply to which the above referenced application applies.

I understand that diversion of water pursuant to this application will be subject to regulation any time Minimum Desirable Streamflow requirements are not being met.

I also understand that if this application is approved, there could be times, as determined by the Division of Water Resources, when I would not be allowed to divert water. I realize that this could affect the economics of my decision to appropriate water.

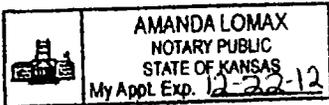
I am aware of the above factors, and with the knowledge thereof, request that the Division of Water Resources proceed with processing and approval, if possible, of the above referenced application.

Rebecca Koster
Signature of Applicant

Rebecca Koster
(Print Applicant's Name)

State of Kansas)
County of Mitchell) ss

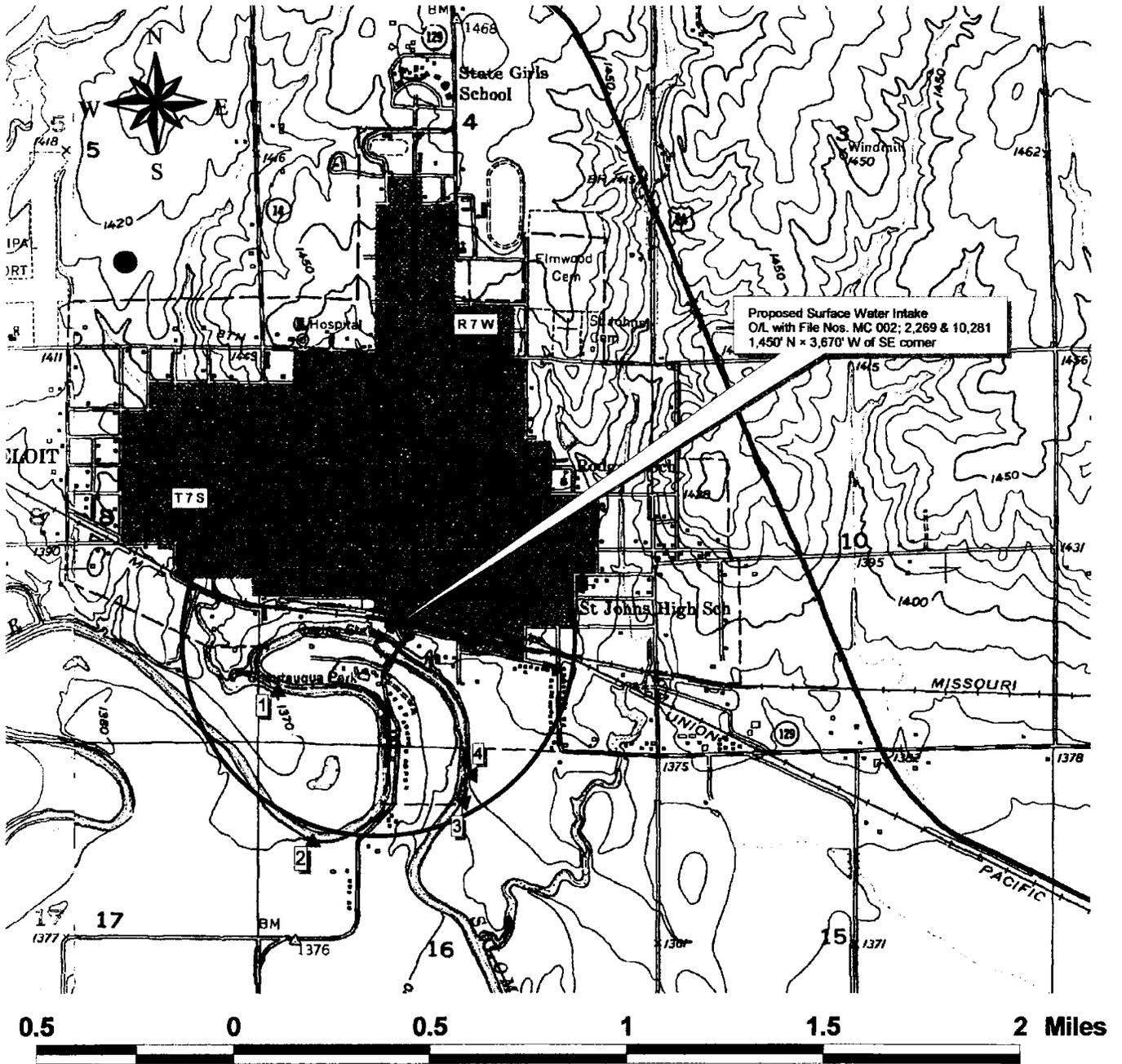
I hereby certify that the foregoing instrument was signed in my presence and sworn to before me this 26 day of April, 2011.



Amanda Lomax
Notary Public

My Commission Expires: 12-22-12

Application for Permit to Appropriative Water City of Beloit, File No. _____



Legend

▲ Surface Water Intake

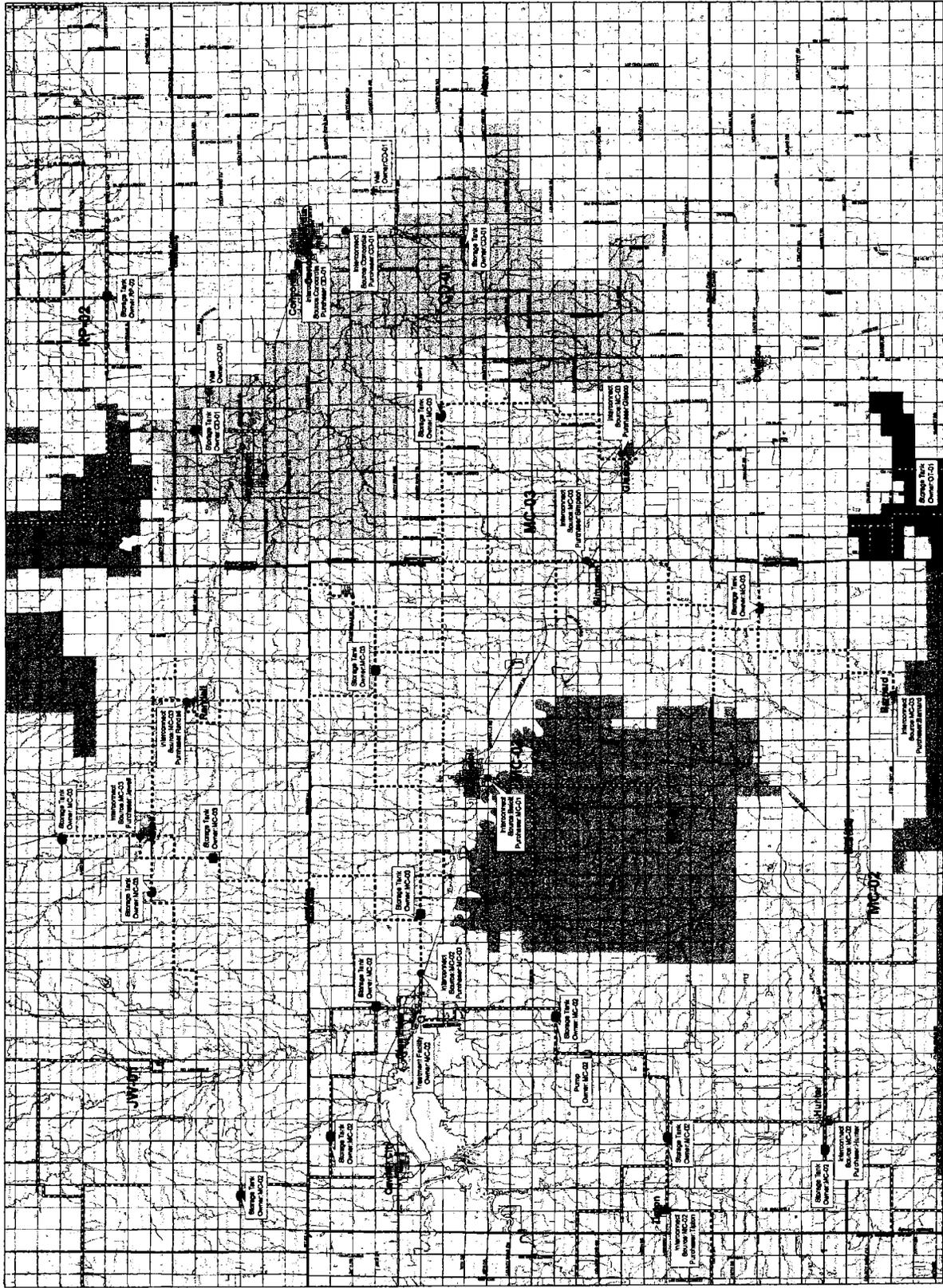
All pumpsites of every kind within ½ mile of the proposed intake have been plotted.

Libera Koster

(Signature)



Mitchell RWD #03



Legend

- Interconnects
- Pump
- Storage Tank
- Surface Intake
- Treatment Facility
- ⊕ Well

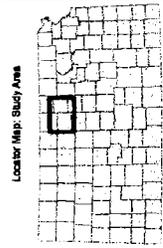
Mainline Diameter

- Pipes Inside of Study Area
- Less than 4 inch
- 4 to 6 inch
- Greater than 6 inch

- Roads
- Streams
- PLSS
- County Boundary
- City Boundary
- ▨ Levees

0 1.25 2.5 5 Miles

+



Applicant's Name CITY OF BELOIT
(Please Print)

MUNICIPAL (PUBLIC WATER SUPPLY) APPLICATION
SUPPLEMENTAL INFORMATION SHEET

Application File Number
(assigned by DWR)

**SECTION 1: PRESENT WATER USE SUMMARY (IF NO PREVIOUS MUNICIPAL WATER USE HAS BEEN UTILIZED, PROCEED TO SECTION 3)
2010**
NOTE: WORKSHEET FOR WATER PUMPED, PURCHASED, AND SOLD BY YOUR WATER DISTRIBUTION SYSTEM.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Raw Water Diverted Under Your Rights	Water Purchased From All Sources	Water Sold to Other Public Water Suppliers	Water Sold to Your Industrial, Stock, and Bulk Customers	Water Sold to Your Residential and Commercial Customers	Other Metered Water	Remaining Water Used (See Below Explanation)
207.977	0	20.125	64.976	93.402	9.734	19.740
TOTAL WATER = Columns 1 + 2						UNACCOUNTED FOR WATER
ACCOUNTED FOR WATER = Columns 3 + 4 + 5 + 6						UNACCOUNTED FOR WATER

UNACCOUNTED FOR WATER = TOTAL WATER - ACCOUNTED FOR WATER

- Column 1: The amount of raw water diverted from all of your points of diversion.
- Column 2: The amount of water purchased wholesale from all other public water supply systems or the Kansas Water Office.
- Column 3: The amount of water sold wholesale to all other public water supply systems.
- Column 4: The amount of water sold retail to all industrial, pasture, stockwater, feedlot, and bulk water service connections. Include the amount of water sold to all farmsteads using at least 200,000 gallons of water per year.
- Column 5: The amount of water sold retail to your residential and commercial customers and to industries and farmsteads using less than 200,000 gallons of water per year.
- Column 6: The amount of water used that is metered at individual service connections and supplied free, such as for public service, treatment processes, and connections receiving free water.
- Column 7: The amount of remaining water used. The gallons reported in this column are found by adding the numbers in Columns 1 and 2 and subtracting the numbers in Columns 3, 4, 5, and 6.

UNACCOUNTED FOR WATER

Use the following to calculate your distribution system's Unaccounted For Water:

Start with the amount in Column 1 and add the amount in Column 2, then subtract the amounts in Columns 3, 4, 5, and 6 leaving an amount of water representing your unaccounted for water to enter in Column 7.

Use the following to calculate the percent Unaccounted For Water versus the Total Water of your system:

$$\text{Percent Unaccounted For Water} = \frac{\text{Unaccounted For Water}}{\text{Total Water (Columns 1,2)}} \times 100$$

If this number exceeds 20%, please explain the large amount of unaccounted for water and describe any steps being taken to reduce it.

SECTION 2: PAST WATER USE
COMPLETE THE FOLLOWING TABLE FROM YOUR PAST WATER USE RECORDS.

	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
	Raw Water Diverted Under Your Rights	Water Purchased From All Sources	Water Sold to Other Public Water Suppliers	Water Sold to Your Industrial, Stock, and Bulk Customers	Water Sold to Your Residential and Commercial Customers	Other Metered Water	Remaining Water Used (See Above Explanation)
20 years ago 1991	231.168	0	21.744	16.233	175.571	0	17.612
15 years ago 1996	241.741	0	21.584	46.060	154.143	0.130	25.824
10 years ago 2001	221.923	0	24.816	66.868	107.515	0.111	22.613
5 years ago 2006	237.602	0	26.222	71.158	111.989	10.360	17.873
TOTAL WATER = Columns 1 + 2						ACCOUNTED FOR WATER = Columns 3 + 4 + 5 + 6	UNACCOUNTED FOR WATER

SECTION 3: PROJECTED FUTURE WATER NEEDS (M.G.Y.)

PLEASE COMPLETE THE FOLLOWING TABLE SHOWING YOUR FUTURE WATER REQUIREMENTS FOR THE NEXT 20 YEARS:

	Column 1 Raw Water Diverted Under Your Rights	Column 2 Water Purchased From All Sources	Column 3 Water Sold to Other Public Water Suppliers	Column 4 Water Sold to Your Industrial, Stock, and Bulk Customers	Column 5 Water Sold to Your Residential and Commercial Customers	Column 6 Other Metered Water	Column 7 Remaining Water Used (See Explanation on other sheet)
Year 5 2016	358.436	0	101.693	75.000	155.743	11.000	15.000
Year 10 2021	358.436	0	102.832	75.000	154.604	11.000	15.000
Year 15 2026	358.436	0	103.972	75.000	153.464	11.000	15.000
Year 20 2031	358.436	0	105.111	75.000	152.325	11.000	15.000
TOTAL WATER = Columns 1 + 2							UNACCOUNTED FOR WATER
ACCOUNTED FOR WATER = Columns 3 + 4 + 5 + 6							

SECTION 4: POPULATION AND SERVICE CONNECTIONS

ESTIMATE THE NUMBER OF PERSONS DIRECTLY SERVED BY YOUR WATER DISTRIBUTION SYSTEM

PAST POPULATION - PROVIDE INFORMATION BELOW:
(CENSUS BUREAU INFORMATION)

LAST 20 YEARS	POPULATION
20 years ago 1991	4108
15 years ago 1996	4040
10 years ago 2001	3920
5 years ago 2006	3656
Last Year 2010	4019

Provide number of current active service connections:

1547 Residential
288 Commercial
6 Industrial
2 Pasture/Stockwater/Feedlot

PROJECTED FUTURE POPULATION *

ESTIMATE FUTURE POPULATION AND SUBSTANTIATE NUMBERS ON SEPARATE ATTACHMENTS

NEXT 20 YEARS	POPULATION
Year 5 2016	5635
Year 10 2021	5616
Year 15 2026	5595
Year 20 2031	5576

* CITY OF BELOIT, MITCHELL RWD 1 + MITCHELL RWD 3

**SECTION 5: PRESENT GALLONS PER PERSON PER DAY
CALCULATE YOUR GALLONS PER PERSON PER DAY**

Water in Columns 5, 6, and 7 + Population + 365 Days/Year = Gallons per Person per Day

140,222,000 + 4,019 + 365 Days/Year = 95.59 GALLONS PER PERSON PER DAY.
 (2005-2007 REGION 6 ML AVE. GPCD = 139)

SECTION 6: AREA TO BE SERVED

Describe the area to be served or provide the legal description of the location where the water is to be used including any other city of water supply system (i.e. Rural Water District):

CITY OF BELOIT + IMMEDIATE VICINITY; WITHIN THE BOUNDARY OF RURAL WATER DISTRICT No.1, MITCHELL COUNTY + IMMEDIATE VICINITY; AND WITHIN THE BOUNDARY OF RURAL WATER DISTRICT No.3, MITCHELL COUNTY + IMMEDIATE VICINITY.

You may attach additional information you believe will assist in informing the Division of the need for your request.

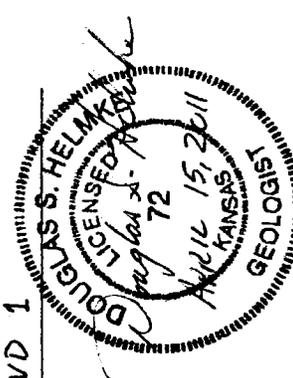


TABLE 6
 PROJECTED WATER DEMAND IN THOUSANDS OF GALLONS
 BY COUNTY BY PUBLIC WATER SUPPLIER BY SELECTED YEAR
 2000, 2010, 2020, 2030 and 2040

County ID	Name of Public Water Supplier	Year				
		2000	2010	2020	2030	2040
LN	Linn RWD #02	51,950	60,080	68,210	76,340	81,614
LN	Linn RWD #03	24,391	26,342	28,330	30,281	32,269
LN	Mound City	35,102	36,437	37,772	39,064	40,400
LN	Parker	8,231	8,321	8,440	8,560	8,680
LN	Pleasanton	51,390	57,583	63,740	69,933	76,089
LN	Prescott	9,156	10,048	10,912	11,776	12,641
LV	Easton	16,556	16,556	16,556	16,556	16,556
LV	Fort Leavenworth	210,722	210,722	210,722	210,722	210,722
LV	Lan-Del Water Company	253,004	314,078	375,187	436,260	497,334
LV	Lansing Correctional Facility	253,722	253,722	253,722	253,722	253,722
LV	Leavenworth	1,578,822	1,685,583	1,792,388	1,898,969	2,005,774
LV	Leavenworth RWD #01	2,698	2,733	2,803	2,873	2,908
LV	Leavenworth RWD #01C	119,113	155,250	191,387	227,556	259,565
LV	Leavenworth RWD #02	18,506	19,601	20,696	21,754	22,849
LV	Leavenworth RWD #05	53,090	70,266	87,493	104,719	121,946
LV	Leavenworth RWD #06	16,675	21,547	26,384	31,256	36,128
LV	Leavenworth RWD #07	77,419	101,698	125,976	150,288	174,566
LV	Leavenworth RWD #08	60,635	81,990	103,382	124,738	146,094
LV	Leavenworth RWD #09	51,091	64,360	77,662	90,931	104,198
LV	Leavenworth RWD #10	17,412	21,992	26,540	31,121	35,701
LV	Linwood	13,498	14,606	15,773	16,881	18,048
LV	Paradise Trailer Park	3,281	4,552	4,552	4,552	4,552
LV	Suburban Water Company	66,268	103,234	140,201	177,167	214,105
LV	Tonganoxie	111,356	131,958	152,523	173,125	193,689
LY	Admire	4,614	4,614	4,614	4,614	4,614
LY	Allen	5,795	5,854	5,913	6,002	6,061
LY	Emporia	2,337,477	2,381,288	2,425,012	2,468,824	2,512,635
LY	Hartford	17,119	16,991	16,889	16,761	16,659
LY	Lyon RWD #01	51,396	53,009	54,587	56,165	57,744
LY	Lyon RWD #02	37,476	42,478	47,475	52,477	57,473
LY	Lyon RWD #03	10,448	12,612	14,804	16,997	19,189
LY	Lyon RWD #04	19,579	21,066	22,588	24,075	25,598
LY	Lyon RWD #05	49,855	51,886	53,920	55,951	58,024
LY	Olpe	12,214	12,190	12,141	12,117	12,069
LY	Reading	6,649	6,649	6,649	6,649	6,649
MC	Beloit	193,792	190,588	187,384	184,228	181,024
MC	Cawker City	32,518	32,628	32,683	32,738	32,849
MC	Glen Elder	27,309	26,430	25,489	24,547	23,668
MC	Hunter	3,250	3,097	2,943	2,790	2,637
MC	Mitchell RWD #01	20,876	22,822	24,692	26,638	28,508
MC	Mitchell RWD #02	91,644	91,133	90,617	90,233	89,717
MC	Mitchell RWD #03	77,419	77,810	78,140	78,473	78,809
MC	Simpson	3,327	3,296	3,265	3,233	3,233

TABLE 5
POPULATION ESTIMATES & PROJECTIONS FOR CITIES BY COUNTY BY SELECTED YEAR
1990, 2000, 2010, 2020, 2030 and 2040

County ID	Name of City	Year					
		1990	2000	2010	2020	2030	2040
LY	Emporia	25,512	26,463	26,959	27,454	27,950	28,446
LY	Hartford	541	534	529	525	520	516
LY	Neosho Rapids	235	246	250	254	257	261
LY	Olpe	431	456	455	453	452	450
LY	Reading	264	264	264	264	264	264
	Balance of County	6,463	5,901	6,142	6,386	6,628	6,870
	Total	34,732	35,140	35,857	36,575	37,292	38,010
MC	Beloit	4,066	3,992	3,926	3,860	3,795	3,729
MC	Cawker City	588	590	592	593	594	596
MC	Glen Elder	448	435	421	406	391	377
MC	Hunter	116	106	101	96	91	86
MC	Scottsville	26	23	21	19	17	15
MC	Simpson	107	106	105	104	103	103
MC	Tipton	267	249	230	211	192	173
	Balance of County	1,585	1,548	1,505	1,464	1,422	1,378
	Total	7,203	7,049	6,901	6,753	6,605	6,457
ME	Fowler	571	617	687	756	825	895
ME	Meade	1,526	1,552	1,580	1,609	1,638	1,666
ME	Plains City	957	994	1,041	1,089	1,137	1,184
	Unserviced	1,193	1,330	1,469	1,608	1,747	1,886
	Total	4,247	4,493	4,777	5,062	5,347	5,631
MG	Caney	2,062	2,057	2,053	2,049	2,045	2,041
MG	Cherryvale	2,464	2,373	2,267	2,161	2,055	1,948
MG	Coffeyville	12,917	12,388	11,975	11,563	11,150	10,738
MG	Dearing	428	423	424	425	426	428
MG	Elk City	334	325	314	304	293	282
MG	Havana	121	104	97	90	83	76
MG	Independence	9,942	9,563	9,230	8,896	8,562	8,229
MG	Liberty	140	132	126	120	114	108
MG	Tyro	243	235	235	234	233	233
	Balance of County	10,165	10,768	11,300	11,831	12,365	12,895
	Total	38,816	38,368	38,021	37,673	37,326	36,978
MI	Fontana	131	158	185	212	239	266
MI	Louisburg	1,964	2,344	2,724	3,105	3,485	3,865
MI	Osawatomie	4,590	4,973	5,393	5,813	6,233	6,653
MI	Paola	4,698	4,774	4,846	4,918	4,990	5,062
MI	Spring Hill (part)	107	143	180	216	252	288
	Balance of County	11,976	15,798	19,600	23,401	27,204	31,006
	Total	23,466	28,190	32,928	37,665	42,403	47,140

County ID	Name of Public Water Supplier	Year					
		1990	2000	2010	2020	2030	2040
WB	McFarland	240	286	306	325	345	365
JF	McLouth	719	963	1,151	1,339	1,528	1,716
MP	McPherson	12,422	13,279	14,193	15,108	16,022	16,937
MP	McPherson RWD #01	184	200	210	221	232	242
MP	McPherson RWD #02	153	160	169	177	186	194
MP	McPherson RWD #03	29	42	55	69	83	96
MP	McPherson RWD #04	560	533	566	599	632	665
ME	Meade	1,526	1,552	1,580	1,609	1,638	1,666
EL	Meadow Acres MHP	152	159	168	176	185	194
FI	Meadow Lark Park	309	0	0	0	0	0
BA	Medicine Lodge	2,453	2,247	2,155	2,062	1,970	1,877
OS	Melvorn	423	394	366	338	310	282
MI	Miami RWD #01	1,134	1,184	1,232	1,280	1,328	1,376
MI	Miami RWD #02	4,909	7,598	10,280	12,963	15,644	18,325
MI	Miami RWD #03	1,654	2,147	2,517	2,886	3,256	3,627
MI	Miami RWD #04	0	976	1,712	2,448	3,184	3,920
GE	Milford	579	538	523	508	493	478
GE	Miller MHP	0	161	161	161	161	161
CD	Miltonvale	484	529	567	606	644	683
OT	Minneapolis	1,983	2,064	2,101	2,137	2,173	2,210
CA	Minneola	705	710	718	726	733	741
MC	Mitchell RWD #01	245	279	305	330	356	381
MC	Mitchell RWD #02	737	712	708	704	701	697
MC	Mitchell RWD #03	1,309	1,323	1,330	1,336	1,342	1,348
EK	Moline	522	530	537	545	552	560
GY	Montezuma	838	993	1,181	1,369	1,557	1,745
MG	Montgomery RWD #01	164	169	196	223	250	276
MG	Montgomery RWD #02	440	491	533	575	617	659
MG	Montgomery RWD #03	59	79	96	114	131	148
MG	Montgomery RWD #04	513	559	599	639	679	719
MG	Montgomery RWD #05	1,111	1,603	2,113	2,625	3,136	3,646
MG	Montgomery RWD #06	969	1,092	1,237	1,382	1,527	1,673
MG	Montgomery RWD #07	381	389	396	402	409	415
MG	Montgomery RWD #08	263	278	293	308	324	339
MG	Montgomery RWD #09	317	422	486	550	615	678
MG	Montgomery RWD #10	156	299	428	558	687	817
MG	Montgomery RWD #11	438	555	625	695	764	834
MG	Montgomery RWD #12	332	474	567	660	755	848
MG	Montgomery RWD #13	0	185	193	201	209	225
AL	Moran	592	578	572	567	561	556
CY	Morganville	181	186	191	195	200	205
GH	Morland	261	238	217	198	181	165
BR	Morrill	328	328	328	328	328	328
MR	Morris RWD #01	0	1,069	1,425	1,782	2,141	2,497
WS	Morrowville	173	177	180	183	185	188
SV	Moscow	376	392	413	434	456	477
LN	Mound City	789	815	846	877	907	938

POPULATION PROJECTION (COUNTY)

County	Year					
	1990	2000	2010	2020	2030	2040
Jackson	11,525	13,161	14,793	16,426	18,058	19,691
Jefferson	15,960	18,058	20,213	22,368	24,523	26,678
Jewell	4,251	3,900	3,582	3,293	3,030	2,792
Johnson	355,021	433,852	509,641	585,429	661,217	737,006
Kearny	4,027	4,498	4,998	5,499	6,000	6,500
Kingman	8,292	8,232	8,055	7,914	7,807	7,729
Kiowa	3,660	3,523	3,393	3,272	3,161	3,055
Labette	23,693	23,228	22,773	22,318	21,863	21,408
Lane	2,375	2,266	2,170	2,084	2,007	1,937
Leavenworth	64,393	73,749	83,061	92,373	101,685	110,997
Lincoln	3,653	3,329	3,034	2,768	2,527	2,312
Linn	8,254	9,039	9,832	10,624	11,417	12,209
Logan	3,081	3,143	3,177	3,210	3,243	3,277
Lyon	34,732	35,140	35,857	36,575	37,292	38,010
Marion	12,896	13,236	13,591	13,946	14,301	14,656
Marshall	11,705	11,589	11,517	11,444	11,372	11,299
McPherson	27,268	28,862	30,429	31,996	33,563	35,130
Meade	4,247	4,493	4,777	5,062	5,347	5,631
Miami	23,466	28,190	32,928	37,665	42,403	47,140
Mitchell	7,203	7,049	6,901	6,753	6,605	6,457
Montgomery	38,816	38,368	38,021	37,673	37,326	36,978
Morris	6,198	6,421	6,648	6,875	7,102	7,329
Morton	3,480	3,501	3,511	3,528	3,552	3,581
Nemaha	10,446	10,411	10,404	10,396	10,389	10,381
Neosho	17,035	17,681	18,306	18,931	19,556	20,181
Ness	4,033	3,741	3,528	3,327	3,139	2,956
Norton	5,947	5,765	5,638	5,534	5,447	5,381
Osage	15,248	17,470	19,706	21,943	24,180	26,416
Osborne	4,867	4,486	4,138	3,805	3,486	3,179
Ottawa	5,634	5,850	6,094	6,339	6,584	6,829
Pawnee	7,555	7,315	7,208	7,125	7,061	7,014
Phillips	6,590	6,107	5,806	5,526	5,269	5,031
Pottawatomie	16,128	19,343	22,541	25,738	28,936	32,133
Pratt	9,702	9,602	9,561	9,521	9,481	9,440
Rawlins	3,404	3,179	2,982	2,785	2,590	2,410
Reno	62,389	63,089	63,965	64,842	65,836	66,941
Republic	6,482	6,013	5,613	5,246	4,911	4,606
Rice	10,610	10,319	10,111	9,926	9,759	9,615
Riley	67,139	73,919	80,569	87,219	93,869	100,519
Rooks	6,039	5,771	5,511	5,251	4,991	4,731
Rush	3,842	3,740	3,611	3,490	3,380	3,278
Russell	7,835	7,605	7,440	7,275	7,110	6,945
Saline	49,301	53,131	56,670	60,209	63,748	67,287
Scott	5,289	5,560	5,820	6,095	6,383	6,681
Sedgwick	403,662	444,654	483,922	523,189	562,457	601,724

FW: Future utility needs

Subject: FW: Future utility needs
From: "Kendal Francis" <beloitwp@nckcn.com>
Date: Thu, 10 Feb 2011 14:01:28 -0600
To: "Douglas S. Helmke, L.G. - KRWA" <dhelmke@krwa.net>
CC: "Glenn Rodden" <grodden@beloitks.org>, "Lloyd Littrell" <beloitplants@nckcn.com>

Kendal Francis
Foreman
City of Beloit Water Plant
beloitwp@nckcn.com
(785)738-2275

From: Murray McGee [mailto:beloitmmcgee@nckcn.com]
Sent: Thursday, February 10, 2011 1:02 PM
To: Kendal Francis
Subject: Future utility needs

The City of Beloit is going to have greater demand for utilities and services within the next few years.

Rolling Hills Electric is expecting to move their headquarters to Beloit in about 3 years. When they move their offices here they will also bring some of their service jobs with them. We are anticipating approximately 20-30 new jobs with this new business.

At the same time or North Campus Development Steering Committee is putting together a detailed plan for developing the land around the former Beloit Juvenile Correctional Facility. The currently plan calls for development of 15 acres for housing which would accommodate 30-40 new houses. We have already been contacted by a developer interested in putting a senior housing development in this area. They are anticipating a demand for approximately 80 units.

There is an additional 10 acres set aside for commercial development along U.S. Highway 24.

The Committee is also looking at approximately 20 acres of mixed use land development that will allow for retail, office and some multi-family housing to be added in the same area.

We are currently looking at the infrastructure needs for this development that covers a total of 46 acres.

Adding the infrastructure/utilities and providing services will be a key element to this growth and development.

We are already looking at adding 10 new homes in Beloit through the Crown Homes project being lead by Manske and Associates from Wichita. These homes will be built in the Zimmer Addition and downtown at 3rd & Mill Streets.

Looking at the combined impact of Rolling Hills Electric Cooperative plans to relocate to Beloit with their headquarters on a temporary basis this year and with a new building in 3 years. Plus the increase in housing being built with the Crown Homes Project this year and the housing development planned for the North Campus we are going to have a greater need within 2 to 3 years as this housing stock begins to fill.

FW: Future utility needs

Beloit is a regional hub and as businesses continue to locate here the demand for housing and services is going to increase as well.

If you need more specific numbers and timelines please let me know.

Sincerely,

Murray McGee
Mitchell County
Community Development
Cell: 785 569-1465