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CITY COUNCIL AGENDA

Tuesday, March 17, 2015
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. 3/3/15 City Council Meeting Minutes
- B. Appropriations 3B

6. ORDINANCES

- A. None

7. RESOLUTIONS

- A. None

8. FORMAL ACTIONS

- A. Demolition Bid for CDBG Housing/Demolition Grant
- B. Airport Engineering Agreement
- C. Rock Hanger Repair Estimate
- D. Uniform Shirt Bid
- E. Outsourcing printing and mailing utility bills
- F. Special Event License
- G. Fair Housing Proclamation

9. CLOSED SESSION

- A. Attorney-Client Privileged Information

10. ADJOURNMENT

WORK SESSION AGENDA

1. CORRESPONDENCE AND STAFF REPORTS

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

2. DISCUSSION ITEMS

- A. John Divine – Goal Setting

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
March 3, 2015

The Beloit City Council met in regular session on March 3, 2015 in the Council Chambers. Mayor Tom Naasz called the meeting to order at 7:00 p.m. Council Members in attendance were Matt Otte, Bob Richard, Kent Miller, Rick Brown, Tony Gengler, and Lloyd Littrell. Also present were City Administrator Glenn Rodden, City Attorney Katie Schroeder, and City Clerk Amanda Lomax. Absent for the meeting was Councilor Bob Petterson and Charlene Abell.

Department heads in attendance were Lynn Miller, Ronnie Sporleder, and Heather Hartman.

Mayor Tom Naasz gave the invocation and the Pledge of Allegiance was recited.

The Consent Agenda consisted of February 17, 2015 Council Meeting Minutes, and appropriations 3A. A motion was made by Councilor Brown and seconded by Councilor Gengler to approve the Consent Agenda in its entirety. Roll call vote yeas: Brown, Gengler, Miller, Otte, Littrell, and Richard. Nays: None.

Ordinance 2160 Landoll Tax Exemption was presented to Council for approval. A motion was made by Councilor Otte and seconded by Councilor Miller to approve Ordinance 2160 exempting Landoll Corporation from 2015 property tax. Roll call vote yeas: Littrell, Richard, Gengler, Otte, Brown, and Miller. Nays: None.

Resolution 2015-9 Issuing the Offering of General Obligation Temporary Notes was presented to Council for approval. Resolution 2015-9 authorizes the city to issue GO Temporary Notes to finance the street improvements for North Campus and Silver Fox Additions. The winning bid was from Country Club Bank with the interest rate of 0.706963% and was presented to Council. A motion was made by Councilor Brown and seconded by Councilor Otte to approve Resolution 2015-9 Issuing the Offering General Obligation Temporary. Roll call vote yeas: Richard, Gengler, Littrell, Brown, Otte, and Miller. Nays: None.

Resolution 2015-10 Signature Authorization for Farm Service Agency was presented to Council for approval. Resolution 2015-10 will authorize the mayor and/or city clerk to sign all Farm Service Agency program documents. A motion was made by Councilor Richard and seconded by councilor Brown to approve Resolution 2015-10 Signature Authorization for Farm Service Agency. Roll call vote yeas: Littrell, Richard, Gengler, Otte, Brown, and Miller. Nays: None.

Resolution 2015-11 Police Vehicle Lease was presented to Council for approval. A motion was made by Councilor Miller and seconded by Councilor Richard to approve Resolution 2015-11 allowing the purchase of two Ford Explorers from Beloit Truck and Auto Plaza in the amount of \$32,423.64 per vehicle and allowing City Administrator Glenn Rodden and City Clerk Amanda Lomax to sign lease documents with Solomon Valley Bank. Roll call vote yeas: Brown, Gengler, Miller, Otte, Littrell, and Richard. Nays: None.

Staff is recommending that Council approve the Roofing Bid from Wendell Construction in the amount of \$32,245.00. The Roofing bid is for the Downtown Rehabilitation CDBG project. A motion was made by Councilor Richard and seconded by Councilor Otte to approve the Roofing Bid from Wendell Construction in amount of \$32,245.00. Motion carried 6-0. Nays: None.

Staff is recommending that Council approve Fire Protection Services for Tyler and Angie Odle's residence at 1682 Hyde Lane. A motion was made by Councilor Miller and seconded by Councilor Brown to approve Fire Protection Services for Tyler and Angie Odle's residence at 1682 Hyde Lane. Motion carried 6-0. Nays: None.

City Attorney Katie Schroeder is recommending that Council approve the Airport Farming Lease Agreement with JJ Farms. A motion was made by Councilor Miller and seconded by Councilor Richard to approve the Airport Farming Lease Agreement with JJ Farms. Motion carried 6-0. Nays: None.

A motion was made by Councilor Brown and seconded by Councilor Richard to adjourn the Council Meeting. Motion passed 6-0. The meeting ended at 7:25 p.m.

Work Session started 7:25 p.m. Council Members in attendance were Bob Richard, Kent Miller, Rick Brown, Tony Gengler, Matt Otte, and Lloyd Littrell. Also present were City Administrator Glenn Rodden, City Attorney Katie Schroeder, and City Clerk Amanda Lomax. Absent for the meeting was Councilors Charlene Abell and Bob Petterson.

Department heads in attendance were Lynn Miller, Ronnie Sporleder, and Heather Hartman.

City Administrator Rodden reported on the following: 1. The Comprehensive Plan will be brought back to the Planning Commission March 24th with requested changes. 2. The League is still proof reading our codes for codification. 3. Brad Waller will be here next meeting to update on the airport expansion project. 4. The Power Plant plans to meet with Kansas Gas Service in March about the pipeline.

Economic Development Director Heather Hartman updated Council on the CDBG Housing and Demolition grant process. Demolition bids will be presented to Council for former approval next meeting.

Travis Lattin received an estimate to repair the rock hanger at Moritz Memorial Airport. The estimate will be presented to Council for formal approval next meeting.

Work Session ended at 7:40 p.m.

TOM NAASZ, Mayor

ATTEST:

AMANDA LOMAX, City Clerk

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name

Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status	
Account#	Work Order	Description	Debit	Credit					
1060 ACCURATE LABS									
61305	3/19/2015	3/19/2015	817.84	SU21673		22054		Posted	
	51-41-6170	LAB REAGENTS FOR WATER/WASTEW.	511.58 ✓					0.00	
	52-41-6170	LAB REAGENTS FOR WATER/WASTEW.	306.26 ✓					0.00	
			817.84 ✓					0.00	
8 ACE HARDWARE									
61495	3/19/2015	3/19/2015	61.53			22001		Posted	
	10-19-6000	470179-BATT FOR TESTER	14.97 ✓					0.00	
	10-20-4330	470029-SNAP PIN	9.60 ✓					0.00	
	10-18-6000	470302-KEY, PAINT BRUSHES	26.98 ✓					0.00	
	10-18-6000	470314-FLAPPER FOR STOOL	5.99 ✓					0.00	
	10-18-6000	470097-TOILET SEAT HINGE	3.99 ✓					0.00	
			61.53 ✓					0.00	
61496	3/19/2015	3/19/2015	69.92			20457		Posted	
	10-11-4300	469983-FILTERS	32.97 ✓					0.00	
	10-11-4300	469986-COUPLINGS	14.98 ✓					0.00	
	10-11-4300	470060-NIPPLE & COUPLINGS	21.97 ✓					0.00	
			69.92 ✓					0.00	
61497	3/19/2015	3/19/2015	15.89			21702		Posted	
	10-13-6000	470046-PADLOCK	16.19 ✓					0.00	
	10-13-6000	470047-CREDIT FOR PADLOCK	0.00					0.30 ✓	
								16.19 ✓	
61498	3/19/2015	3/19/2015	13.86	470062		21462		Posted	
	52-43-6000	BOLTS/SNAP TIE	13.86 ✓					0.00	
61499	3/19/2015	3/19/2015	85.83			22062		Posted	
	51-41-6000	469823-DRILL BIT/CARB CLEANER	47.57 ✓					0.00	
	51-41-6000	470008-ROPE/COUPLING/BOLT/ANCHOR	38.26 ✓					0.00	
			85.83 ✓					0.00	
61500	3/19/2015	3/19/2015	99.20			20256		Posted	
	53-41-4360	469417-CONNECTOR & HOOKS	35.26 ✓					0.00	
	53-41-4360	469421-TAP PIPE	37.98 ✓					0.00	
	53-41-4360	469776-THREAD RODS	25.96 ✓					0.00	
			99.20 ✓					0.00	
61501	3/19/2015	3/19/2015	10.57	469739		21991		Posted	
	10-18-6000	GOOF OFF SPRAY/SCRATCH PAD	10.57 ✓					0.00	
61502	3/19/2015	3/19/2015	19.48	469789		21455		Posted	
	51-43-6000	TOUCH N FLOW PISTOL/NOZZLE	19.48 ✓					0.00	
61503	3/19/2015	3/19/2015	19.99	469677		21452		Posted	
	51-43-6000	DRILL BIT	19.99 ✓					0.00	
61504	3/19/2015	3/19/2015	24.96	469545		21450		Posted	
	51-43-6000	SPRING/GREENWORKS/CLEAN FORMU	8.32 ✓					0.00	
	52-43-6000	SPRING/GREENWORKS/CLEAN FORMU	8.32 ✓					0.00	
	51-43-6000	SPRING/GREENWORKS/CLEAN FORMU	8.32 ✓					0.00	
			24.96 ✓					0.00	
61505	3/19/2015	3/19/2015	20.97	469160		21977		Posted	
	10-17-6800	TAPE	20.97 ✓					0.00	
61506	3/19/2015	3/19/2015	10.55	469463		21443		Posted	
	51-43-6000	HOSE/HOSE CLAMP	10.55 ✓					0.00	
61507	3/19/2015	3/19/2015	209.99	469174		22083		Posted	
	53-43-7450	PROPANE HEATER	209.99 ✓					0.00	
61508	3/19/2015	3/19/2015	8.99	469235		22081		Posted	
	53-43-6000	RESTROOM SIGN	8.99 ✓					0.00	
61509	3/19/2015	3/19/2015	30.73			20231		Posted	
	53-41-4360	469156-LUBE	1.79 ✓					0.00	
	53-41-4360	469158-PLIER SNAP RING SET	15.99 ✓					0.00	
	53-41-4360	469205-IDENTIFIER KEY/CAP KEY	12.95 ✓					0.00	
			30.73 ✓					0.00	
61510	3/19/2015	3/19/2015	6.49	469212		21432		Posted	
	51-43-6000	THRESHOLD INSERT	6.49 ✓					0.00	
61511	3/19/2015	3/19/2015	31.96			CLARK191		Posted	
	10-15-6000	469735-VAC BAGS/SPRINGS/BLASTER	14.48 ✓					0.00	
	10-15-6000	469948-EPOXY	4.49 ✓					0.00	
	10-15-6000	469958-ACRYLIC	12.99 ✓					0.00	
			31.96 ✓					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
669 BLADE-EMPIRE PUBLISHING (continued)									
61311	3/19/2015	3/19/2015		270.00			20460		Posted
	10-11-5400				140712-NOTICE OF BID-UNIFORMS			57.60 ✓	0.00
	10-11-5400				140473-NOTICE OF BID-UNIFORMS			57.60 ✓	0.00
	10-11-5400				140732-STATE WRESTLING			10.00 ✓	0.00
	10-11-5400				140602-FFA SIG PAGE			10.00 ✓	0.00
	10-11-5400				140639-COUNCIL AGENDA			89.60 ✓	0.00
	10-11-5400				139877-COUNCIL AGENDA			89.60 ✓	0.00
	10-11-5400				140719-FAIR HOUSING NOTICE			25.60 ✓	0.00
	10-11-5400				140354-SOIL CONSERVATION AD			35.00 ✓	0.00
	10-11-5400				140920-DISCOUNT			0.00	105.00 ✓
								375.00 ✓	105.00 ✓
61312	3/19/2015	3/19/2015		115.20			20463		Posted
	53-41-5400				139875-POWER PLANT OP AD			38.40 ✓	0.00
	53-41-5400				139954-POWER PLANT OP AD			38.40 ✓	0.00
	53-41-5400				140037-POWER PLANT OP AD			38.40 ✓	0.00
								115.20 ✓	0.00
61316	3/19/2015	3/19/2015		140.80			20462		Posted
	10-21-5400				140881-HELP WANTED			70.40 ✓	0.00
	10-21-5400				140718-HELP WANTED			70.40 ✓	0.00
								140.80 ✓	0.00
61317	3/19/2015	3/19/2015		64.00	140878		20461		Posted
	51-41-5400				DRINKING WATER NOTICE			64.00 ✓	0.00
88 BLUE CROSS & BLUE SHIELD INSURANCE									
61318	3/19/2015	3/19/2015		52,866.55			21784		Posted
	21-00-2100				MARCH 2015 HEALTH INS			28,291.10 ✓	0.00
	21-00-2100				MARCH 2015 HEALTH INS			24,575.45 ✓	0.00
								52,866.55 ✓	0.00
2800 BLUE VALLEY COMMUNICATIONS/NETWORKS PLUS									
61319	3/19/2015	3/19/2015		295.00	INV-3478		20485		Posted
	10-13-3360				WATCHGUARD RENEWAL			295.00 ✓	0.00
61320	3/19/2015	3/19/2015		265.00	INV-3845		21908		Posted
	10-11-3360				SERVICE CONTRACT-MARCH			265.00 ✓	0.00
61321	3/19/2015	3/19/2015		265.00	INV-3846		21906		Posted
	10-13-3360				SERVICE CONTRACT-MARCH-PD			265.00 ✓	0.00
61322	3/19/2015	3/19/2015		60.00	10406982		20454		Posted
	10-11-3360				MOZY PRO BACKUP-FEB.			60.00 ✓	0.00
91 BOETTCHER SUPPLY INC									
61323	3/19/2015	3/19/2015		45.50	897125-1		15357		Posted
	52-41-4330				MOWER DECK WHEELS			45.50 ✓	0.00
61324	3/19/2015	3/19/2015		1,815.00	897586-1		22088		Posted
	53-43-8300				ELBOW/CONDUIT/COUPLINGS			1,815.00 ✓	0.00
61325	3/19/2015	3/19/2015		96.29			22063		Posted
	51-41-4330				899198-1-PVC COUPLINGS			40.62 ✓	0.00
	51-41-4330				897664-1-HEATER COIL PACK			48.53 ✓	0.00
	51-41-4330				897572-1-6 VOLT LIGHTS			7.14 ✓	0.00
								96.29 ✓	0.00
61326	3/19/2015	3/19/2015		24.63			21464		Posted
	52-43-6000				897551-1-SLIP CAP			5.49 ✓	0.00
	52-43-6000				897116-1-PLASTIC FITTING			19.14 ✓	0.00
								24.63 ✓	0.00
61327	3/19/2015	3/19/2015		906.24			22306		Posted
	53-41-4360				899712-1-WASHER			3.44 ✓	0.00
	53-41-4360				899156-1-LAMPS			902.80 ✓	0.00
								906.24 ✓	0.00
61328	3/19/2015	3/19/2015		73.48			21989		Posted
	10-18-4330				897872-1-BLADES			72.83 ✓	0.00
	10-19-7200				898803-1-TUBING FOR N.C. ADMIN PUM			0.65 ✓	0.00
								73.48 ✓	0.00
61329	3/19/2015	3/19/2015		17.40	896884-1		15354		Posted
	52-41-7460				BACKUP POWER SUPPLY BATTERY			17.40 ✓	0.00
61330	3/19/2015	3/19/2015		64.44	896370-1		22086		Posted
	53-43-6000				AL10 LUGS			64.44 ✓	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>
91 BOETTCHER SUPPLY INC (continued)								
61331	3/19/2015	3/19/2015	26.43	895823-1		20377		Posted
	10-14-4330			PARTS FOR GENERATOR			26.43 ✓	0.00
61332	3/19/2015	3/19/2015	991.60			20254		Posted
	53-41-4360			898859-1-LIGHT BULBS			88.80 ✓	0.00
	53-41-4360			897566-1-LIGHT FIXTURES			902.80 ✓	0.00
							991.60 ✓	0.00
61333	3/19/2015	3/19/2015	33.91	899071-1		CLARK194		Posted
	25-00-4330			STARTER ASSEMBLY FOR SAW			33.91 ✓	0.00
61364	3/19/2015	3/19/2015	39.25			22069		Posted
	51-41-4330			898175-1-LIGHT BULBS			8.40 ✓	0.00
	51-41-4330			897574-1-PLASTIC FITTINGS			30.85 ✓	0.00
							39.25 ✓	0.00
256 BRENNTAG SOUTHWEST INC								
61334	3/19/2015	3/19/2015	757.94	BSW591189		22059		Posted
	51-41-6170			AMMONIUM SULFATE			757.94 ✓	0.00
1258 BUMPER TO BUMPER AUTO PARTS								
61335	3/19/2015	3/19/2015	41.60			21465		Posted
	52-43-4310			655837-ANTI-FREEZE			23.10 ✓	0.00
	52-43-4310			654830-OIL FILTER			18.50 ✓	0.00
							41.60 ✓	0.00
61336	3/19/2015	3/19/2015	68.52			15367		Posted
	52-41-4310			656914-DISTRIBUTOR ROTOR/CAP			29.39 ✓	0.00
	52-41-4310			657002-ELECTRIC PICKUP			39.13 ✓	0.00
							68.52 ✓	0.00
61337	3/19/2015	3/19/2015	18.58			21705		Posted
	10-13-4310			656572-OIL FILTER			8.40 ✓	0.00
	10-13-4310			656566-OIL FILTERS			10.18 ✓	0.00
							18.58 ✓	0.00
61338	3/19/2015	3/19/2015	122.15			21988		Posted
	10-18-4330			655957-SEALANT/FILTER			46.62 ✓	0.00
	10-18-4330			656274-FILTER/WIPER BLADE			10.85 ✓	0.00
	10-18-4330			655876-FUEL FILTERS			18.53 ✓	0.00
	10-18-6000			656229-GREASE GUN			46.15 ✓	0.00
							122.15 ✓	0.00
61339	3/19/2015	3/19/2015	20.87	656798		15360		Posted
	52-41-4310			CARB REPAIR KIT			20.87 ✓	0.00
61340	3/19/2015	3/19/2015	20.56	655868		21444		Posted
	51-43-6000			POLISHING BONNET			20.56 ✓	0.00
61341	3/19/2015	3/19/2015	278.89			21984		Posted
	10-20-4310			655222-BATTERY			116.05 ✓	0.00
	10-20-4310			655265-CASTING RETURN			0.00	12.00 ✓
	10-20-4310			655324-BELT/PRESSURE GAUGE/AIR CI			35.36 ✓	0.00
	10-18-4310			655137-INJECTOR CLEANER			17.80 ✓	0.00
	10-18-4310			655139-WASHER FLUID			14.20 ✓	0.00
	10-18-4310			655136-WASHER SOLVENT RETURN			0.00	5.68 ✓
	10-18-4310			655134-WASHER FLUID			2.84 ✓	0.00
	10-18-4310			655380-WIRE & TERMINAL FOR TRAILER			79.17 ✓	0.00
	10-18-4310			655654-FUEL FILTERS			31.15 ✓	0.00
							296.57 ✓	17.68 ✓
61342	3/19/2015	3/19/2015	108.35			CLARK195		Posted
	10-15-4330			655151-FUEL FILTER			12.98 ✓	0.00
	10-15-4330			655309-POLISH			18.99 ✓	0.00
	10-22-4310			656226-FILTERS/WIPER BLADES			30.90 ✓	0.00
	10-15-6000			656298-HEATER HOSE			2.08 ✓	0.00
	10-15-6000			656352-OIL/GLASS CLEANER			43.40 ✓	0.00
							108.35 ✓	0.00
61440	3/19/2015	3/19/2015	147.84			CLARK206		Posted
	25-00-4330			656965-BATTERY			81.21 ✓	0.00
	25-00-4330			657863-GASKET/CAP/CLEANER			27.88 ✓	0.00
	25-00-4330			657914-COOLANT HOSE/ANTIFREEZE			38.75 ✓	0.00
							147.84 ✓	0.00

Accounts Payable Detail Listing

City of Beloit

<u>Vend#</u>		<u>Vendor Name</u>											
<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>					
	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>					
1091	CARD SERVICES (continued)												
61343	3/19/2015	3/19/2015	280.66	5251		20481			Posted				
	51-41-5320			POSTAGE			5.95 ✓			0.00			
	51-41-5320			POSTAGE			8.97 ✓			0.00			
	51-41-5320			POSTAGE			7.55 ✓			0.00			
	52-43-6260			FUEL			32.68 ✓			0.00			
	51-41-5800			MEALS			25.51 ✓			0.00			
	52-43-6000			MANAGER TOOLS			200.00 ✓			0.00			
							<u>280.66</u> ✓			<u>0.00</u>			
61344	3/19/2015	3/19/2015	887.62	5240		20482			Posted				
	51-41-3000			NORTON ANTI-VIRUS			97.32 ✓			0.00			
	53-43-5800			MEALS X 2			17.19 ✓			0.00			
	53-43-5800			MEALS X 2			55.82 ✓			0.00			
	53-43-5800			MEALS X 2			29.37 ✓			0.00			
	53-43-5800			MEALS X 2			17.40 ✓			0.00			
	53-43-5800			MEALS X 2			22.52 ✓			0.00			
	53-43-5800			HOTEL X 2			324.00 ✓			0.00			
	53-43-5800			HOTEL X 2			324.00 ✓			0.00			
							<u>887.62</u> ✓			<u>0.00</u>			
61345	3/19/2015	3/19/2015	20.90	8803		20480			Posted				
	10-13-6000			GRIP RITE LEAD			20.90 ✓			0.00			
61346	3/19/2015	3/19/2015	884.72	5232		20479			Posted				
	10-11-6000			CAMERA			239.00 ✓			0.00			
	10-11-6000			CANOPY			37.43 ✓			0.00			
	10-17-6800			PAINT/GLUE/SUPPLIES			38.29 ✓			0.00			
	10-11-2400			HEART OF AMERICA CONFERENCE			150.00 ✓			0.00			
	10-11-3000			BACKGROUND CHECKS X 2			40.00 ✓			0.00			
	10-11-2400			CPR CLASSES			95.00 ✓			0.00			
	53-41-2400			CPR CLASSES			76.00 ✓			0.00			
	52-41-2400			CPR CLASSES			19.00 ✓			0.00			
	10-15-2400			CPR CLASSES			19.00 ✓			0.00			
	53-43-2400			CPR CLASSES			19.00 ✓			0.00			
	10-18-2400			CPR CLASSES			19.00 ✓			0.00			
	51-41-2400			CPR CLASSES			76.00 ✓			0.00			
	52-43-2400			CPR CLASSES			38.00 ✓			0.00			
	51-43-2400			CPR CLASSES			19.00 ✓			0.00			
							<u>884.72</u> ✓			<u>0.00</u>			
124	CARRICO IMPLEMENT												
61347	3/19/2015	3/19/2015	43.55	IA00210		15362			Posted				
	52-41-4330			MOWER CHUTE & HARDWARE			43.55 ✓			0.00			
61348	3/19/2015	3/19/2015	273.17			21990			Posted				
	10-20-4330			IA00009-AIR ELEMENT & OIL/AIR FILTER			169.10 ✓			0.00			
	10-18-4330			IA99767-FUEL FILTER			12.28 ✓			0.00			
	10-18-4330			IA99562-FLAN/LOCKNUT			3.67 ✓			0.00			
	10-18-4330			IA99895-COMPRESSION			18.64 ✓			0.00			
	10-18-4330			IA99561-FILTER ELE			69.48 ✓			0.00			
							<u>273.17</u> ✓			<u>0.00</u>			
61349	3/19/2015	3/19/2015	103.03	IA99210		15355			Posted				
	52-41-4330			JOHN DEERE MOWER PARTS			103.03 ✓			0.00			
61350	3/19/2015	3/19/2015	339.27			21982			Posted				
	10-18-4330			IA98950-FUEL/AIR/HYD FILTERS			137.01 ✓			0.00			
	10-18-4330			IA99547-CREDIT SALES TAX ON IA98950			0.00			7.93 ✓			
	10-18-4330			IA99113-FUEL/HYD FILTER, CHUTE, SPF			330.46 ✓			0.00			
	10-18-4330			IA99310-CHUTE & SPRING RETURN			0.00			120.27 ✓			
							<u>467.47</u> ✓			<u>128.20</u> ✓			
61351	3/19/2015	3/19/2015	590.00	IA99634		21456			Posted				
	51-43-7510			2 MONTHS RENT-SKID			590.00 ✓			0.00			
61352	3/19/2015	3/19/2015	44.85	IA99466		21442			Posted				
	51-43-6000			N WALL & CLEVIS			44.85 ✓			0.00			

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124 CARRICO IMPLEMENT (continued)								
61353	3/19/2015	3/19/2015	154.43			CLARK196		Posted
	25-00-4330			IA99017-GREEN SPRAY FOR MOWER			8.54 ✓	0.00
	25-00-4330			IA99056-GREEN SPRAY			8.54 ✓	0.00
	25-00-4330			IA99126-GREEN SPRAY			17.08 ✓	0.00
	25-00-4330			IA99311-DECK CHUTE JD 997			120.27 ✓	0.00
							154.43 ✓	0.00
61354	3/19/2015	3/19/2015	239.08			CLARK197		Posted
	25-00-4330			IA99244-CUTTING EDGE SPEED MOVEF			192.16 ✓	0.00
	25-00-4330			IA99401-LABELS Z997			23.46 ✓	0.00
	25-00-4330			IA99473-LABELS Z997			23.46 ✓	0.00
							239.08 ✓	0.00
61441	3/19/2015	3/19/2015	23.45	IA00299		21994		Posted
	10-20-4330			HAIR PIN, COTTER PINS			23.45 ✓	0.00
2633 CARTER WATERS								
61520	3/19/2015	3/19/2015	1,208.00	34050700		CLARK212		Posted
	25-00-6090			HOT POUR CRACK SEALER			1,208.00 ✓	0.00
126 CATLIN'S FRIENDLY APPLEMARKET								
61355	3/19/2015	3/19/2015	224.10	0626		21976		Posted
	10-17-6800			SPORTS DRINK FOR YOUTH BB			224.10 ✓	0.00
61356	3/19/2015	3/19/2015	57.22			20448		Posted
	10-11-6000			8685-ANTACID & SUPPLIES			6.46 ✓	0.00
	10-11-6000			8354-WATER & SUPPLIES			50.76 ✓	0.00
							57.22 ✓	0.00
61357	3/19/2015	3/19/2015	52.06			22090		Posted
	53-43-6000			2344-WATER			28.18 ✓	0.00
	53-43-6000			1596-WATER			23.88 ✓	0.00
							52.06 ✓	0.00
61358	3/19/2015	3/19/2015	53.12	7541		20259		Posted
	53-41-6000			CREAMER/CHARMIN/BLEACH/BOUNTY			53.12 ✓	0.00
61359	3/19/2015	3/19/2015	156.88	9982		22064		Posted
	51-41-6000			COFFEE/TRASH BAGS/ SUPPLIES			156.88 ✓	0.00
61360	3/19/2015	3/19/2015	12.72			22096		Posted
	53-43-6000			6152-WATER			4.24 ✓	0.00
	52-43-6000			6152-WATER			4.24 ✓	0.00
	51-43-6000			6152-WATER			4.24 ✓	0.00
							12.72 ✓	0.00
61361	3/19/2015	3/19/2015	16.82	2663		CLARK198		Posted
	10-15-6000			SHOP SUPPLIES-KITCHEN/BATH			16.82 ✓	0.00
1601 COLE PALMER INSTRUMENT CO								
61362	3/19/2015	3/19/2015	167.03	9156592		22055		Posted
	51-41-6000			FLEX TUBING			167.03 ✓	0.00
158 COMPUTER SOLUTIONS INC								
61363	3/19/2015	3/19/2015	304.75			21700		Posted
	10-12-7460			178539-PRINTER & INK			285.80 ✓	0.00
	10-12-7460			178621-SURGE PROTECTOR			18.95 ✓	0.00
							304.75 ✓	0.00
1358 CUNNINGHAM TELEPHONE & CABLE CO								
61365	3/19/2015	3/19/2015	252.95	12754		21905		Posted
	51-41-5310			WATER PLANT-MARCH			67.79 ✓	0.00
	53-41-5310			POWER PLANT-MARCH			185.16 ✓	0.00
							252.95 ✓	0.00
61366	3/19/2015	3/19/2015	85.16	11856		21904		Posted
	10-13-5310			PD-MARCH			85.16 ✓	0.00
61367	3/19/2015	3/19/2015	75.44	12334		21903		Posted
	10-14-5310			FIRE DEPT.-MARCH			75.44 ✓	0.00
61368	3/19/2015	3/19/2015	344.57	11854		21902		Posted
	10-11-5310			ADMIN-MARCH			344.57 ✓	0.00
61369	3/19/2015	3/19/2015	87.89	10210		21901		Posted
	26-00-5310			COMM DEV.-MARCH			87.89 ✓	0.00
61370	3/19/2015	3/19/2015	79.70	03362		21900		Posted
	10-15-5310			STREET DEPT.-MARCH			79.70 ✓	0.00

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1358 CUNNINGHAM TELEPHONE & CABLE CO (continued)								
61371	3/19/2015	3/19/2015	162.66	13610		21898		Posted
	10-22-5310	AIRPORT-MARCH	162.66 ✓					0.00
61372	3/19/2015	3/19/2015	5.00	13611		21899		Posted
	10-21-5310	POOL-MARCH	5.00 ✓					0.00
61373	3/19/2015	3/19/2015	115.27	13609		21897		Posted
	53-43-5310	SYSTEMS-MARCH	38.43 ✓					0.00
	52-43-5310	SYSTEMS-MARCH	38.42 ✓					0.00
	51-43-5310	SYSTEMS-MARCH	38.42 ✓					0.00
			115.27 ✓					0.00
61374	3/19/2015	3/19/2015	222.52	13094		21896		Posted
	10-18-5310	PARKS & REC-MARCH	222.52 ✓					0.00
1903 DIGITAL ALLY INC								
61376	3/19/2015	3/19/2015	40.00	1074330		21703		Posted
	10-13-7450	CABLE FOR CAMERA	40.00 ✓					0.00
2399 DPC INDUSTRIES, INC.								
61375	3/19/2015	3/19/2015	5,395.10	817000406-15		22058		Posted
	51-41-6170	POTASSIUM PERMAG	5,395.10 ✓					0.00
1383 DRIVERS LICENSE GUIDE CO								
61377	3/19/2015	3/19/2015	43.90	665129		21693		Posted
	10-13-6000	I.D. CHECKING GUIDE	43.90 ✓					0.00
2053 EMG, INC								
61378	3/19/2015	3/19/2015	1,005.75	3854		22301		Posted
	53-41-3000	ENERGY CONSULTING AGREEMENT	1,005.75 ✓					0.00
222 FARMWAY COOP INC.								
61379	3/19/2015	3/19/2015	242.13	3840		20446		Posted
	10-15-6270	FUEL	63.12 ✓					0.00
	10-15-6270	FUEL	66.36 ✓					0.00
	10-15-6270	FUEL	136.90 ✓					0.00
	10-15-6270	TAX CREDIT	0.00					24.25 ✓
			266.38 ✓					24.25 ✓
61380	3/19/2015	3/19/2015	41.89	4510		20475		Posted
	10-14-6260	FUEL	41.89 ✓					0.00
844 FAUSER OIL COMPANY								
61381	3/19/2015	3/19/2015	14,997.37	384267		22326		Posted
	53-41-6270	TRUCK LOAD DIESEL FUEL	14,997.37 ✓					0.00
236 FOUTS INSURANCE AGENCY INC.								
61382	3/19/2015	3/19/2015	2,450.00	14048		20483		Posted
	10-22-5240	AIRPORT LIABILITY	2,450.00 ✓					0.00
61383	3/19/2015	3/19/2015	56.00	14044		21909		Posted
	10-13-5220	ADD 2011 CHEVY IMPALA	56.00 ✓					0.00
243 FRASIER AND JOHNSON LLC								
61384	3/19/2015	3/19/2015	390.48			21718		Posted
	10-12-3000	CASE #201400096	120.48 ✓					0.00
	10-12-3000	CASE #201400238	270.00 ✓					0.00
			390.48 ✓					0.00
2829 DANIEL GRITTMAN								
61492	3/19/2015	3/19/2015	500.00			21719		Posted
	10-12-3320	BOND MONEY REFUND-201500016	500.00 ✓					0.00
305 HISEROTE TRASH SERVICE								

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305 HISEROTE TRASH SERVICE (continued)								
61386	3/19/2015	3/19/2015	1,230.00			21895		Posted
	10-18-4300			TRASH REMOVAL			405.00 ✓	0.00
	25-00-7490			TRASH REMOVAL			255.00 ✓	0.00
	51-41-3000			TRASH REMOVAL			52.50 ✓	0.00
	53-41-3000			TRASH REMOVAL			52.50 ✓	0.00
	10-11-3000			TRASH REMOVAL			165.00 ✓	0.00
	10-13-3000			TRASH REMOVAL			75.00 ✓	0.00
	10-20-3000			TRASH REMOVAL			105.00 ✓	0.00
	53-43-3000			TRASH REMOVAL			42.00 ✓	0.00
	52-43-3000			TRASH REMOVAL			39.00 ✓	0.00
	51-43-3000			TRASH REMOVAL			39.00 ✓	0.00
							<u>1,230.00 ✓</u>	<u>0.00</u>
2517 HQH2O INC.								
61385	3/19/2015	3/19/2015	46.00			21907		Posted
	10-13-6000			182834-WATER			17.25 ✓	0.00
	10-13-6000			182980-WATER			17.25 ✓	0.00
	10-13-6000			183030-WATER			11.50 ✓	0.00
							<u>46.00 ✓</u>	<u>0.00</u>
251 KANSAS GAS SERVICE								
61390	3/19/2015	3/19/2015	420.90	121850373		20469		Posted
	53-43-6210			SYSTEMS			105.23 ✓	0.00
	52-43-6210			SYSTEMS			105.23 ✓	0.00
	51-43-6210			SYSTEMS			105.22 ✓	0.00
	10-13-6210			SYSTEMS			105.22 ✓	0.00
							<u>420.90 ✓</u>	<u>0.00</u>
61391	3/19/2015	3/19/2015	60.35	200774227		20465		Posted
	53-43-6210			502 E 12TH ST-BLDG B-GENE			60.35 ✓	0.00
61392	3/19/2015	3/19/2015	416.28	169801291		20468		Posted
	51-41-6210			215B S CHESTNUT			416.28 ✓	0.00
61393	3/19/2015	3/19/2015	448.58	162672864		20466		Posted
	10-14-6210			601 N MILL ST			448.58 ✓	0.00
61442	3/19/2015	3/19/2015	4,664.55	100270100		20467		Posted
	53-41-6210			POWER PLANT			525.23 ✓	0.00
	10-22-6210			AIRPORT			39.20 ✓	0.00
	10-15-6210			STREET DEPT			751.65 ✓	0.00
	10-11-6210			ADMIN			1,088.81 ✓	0.00
	51-41-6210			WATER PLANT			384.91 ✓	0.00
	10-18-6210			PARKS & REC			290.35 ✓	0.00
	51-43-6210			SYSTEMS			528.14 ✓	0.00
	52-43-6210			SYSTEMS			528.13 ✓	0.00
	53-43-6210			SYSTEMS			528.13 ✓	0.00
							<u>4,664.55 ✓</u>	<u>0.00</u>
1916 KANSAS MUNICIPAL JUDGES ASSOC								
61389	3/19/2015	3/19/2015	25.00			21717		Posted
	10-12-5410			MEMBERSHIP DUES JUDGE BONNIE WI			25.00 ✓	0.00
367 KANSAS MUNICIPAL UTILITIES								
61394	3/19/2015	3/19/2015	35.00	200000310		20451		Posted
	10-11-2400			KMU DAY REGISTRATION-G. RODDEN			35.00 ✓	0.00
370 KANSAS ONE CALL SYSTEM INC								
61395	3/19/2015	3/19/2015	68.00	5020165		21910		Posted
	53-43-3000			LOCATES			22.67 ✓	0.00
	51-43-3000			LOCATES			22.67 ✓	0.00
	52-43-3000			LOCATES			22.66 ✓	0.00
							<u>68.00 ✓</u>	<u>0.00</u>
374 KANSAS RURAL WATER ASSOCIATION								
61396	3/19/2015	3/19/2015	660.00			22068		Posted
	52-41-2400			KRWA CONFERENCE-J. BENTZ			220.00 ✓	0.00
	52-41-2400			KRWA CONFERENCE-J. RYSER			220.00 ✓	0.00
	51-41-2400			KRWA CONFERENCE-J. MINER			220.00 ✓	0.00
							<u>660.00 ✓</u>	<u>0.00</u>

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1450	KANSAS STATE UNIVERSITY (continued)									
61475	3/19/2015 3/19/2015 10-18-7310	50.00			22004	TREE CITY USA REGISTRATION			50.00 ✓	Ck# 70991 Printed 0.00
486	KDHE-BUREAU OF WATER									
61387	3/19/2015 3/19/2015 52-41-2400	25.00			15366	CERTIFICATION EXAMINATION			25.00 ✓	Posted 0.00
394	KRIERS' AUTO PARTS									
61397	3/19/2015 3/19/2015 10-14-4310	12.81	4925-181277		20492	BRAKE CLEANER/THREADLOCKER			12.81 ✓	Posted 0.00
61398	3/19/2015 3/19/2015 10-14-4310	238.34	4925-183271		20491	BATT/TERMINAL/SOLENOID			238.34 ✓	Posted 0.00
61399	3/19/2015 3/19/2015 10-19-7200	5.36	4925-182894		21986	AIR BRAKE TUBING/COUPLING			5.36 ✓	Posted 0.00
61400	3/19/2015 3/19/2015 10-13-4310	26.59	4925-181978		21688	BULBS			26.59 ✓	Posted 0.00
61401	3/19/2015 3/19/2015 53-41-6000	13.99	4925-181579		20241	E-CLIPS			13.99 ✓	Posted 0.00
61402	3/19/2015 3/19/2015 51-43-4310 52-43-4310 51-43-4310	55.95	4925-183379		21461	SEAT COVER SEAT COVER SEAT COVER			18.65 ✓ 18.65 ✓ 18.65 ✓	Posted 0.00 0.00 0.00
61403	3/19/2015 3/19/2015 25-00-4330 25-00-4330 25-00-4330 25-00-4330	34.72			CLARK199	4925-181558-SPARK PLUG 4925-181580-V BELT/4 CYCLE RESTORE 4925-182061-300 AMP STEEL 4925-182064-BATT CABLE LUG			3.02 ✓ 19.06 ✓ 10.93 ✓ 1.71 ✓	Posted 0.00 0.00 0.00 0.00
61443	3/19/2015 3/19/2015 25-00-4330	14.12	4925-183292		CLARK207	WIPER BLADE			14.12 ✓	Posted 0.00
395	KRIZ-DAVIS CO									
61490	3/19/2015 3/19/2015 53-43-8300	10,176.04	S101008260.001		19597	NORDIC CABINET/BOX PAD			10,176.04 ✓	Posted 0.00
805	KRONE'S SERVICE CENTER, INC									
61404	3/19/2015 3/19/2015 10-13-4310	165.00	12739		21701	2011 CHEVY IMPALA TOW BILL			165.00 ✓	Posted 0.00
2264	KVSV									
61405	3/19/2015 3/19/2015 53-41-5400	560.00	1116-00007-0000		20253	ADVERTISING			560.00 ✓	Posted 0.00
188	LAWSON PRODUCTS INC									
61406	3/19/2015 3/19/2015 53-41-6000	118.11	9303111237		22302	HAND PAD KIT/CAN LINERS/DRAWER			118.11 ✓	Posted 0.00
2826	LAWRENCE LEE									
61486	3/19/2015 3/19/2015 10-13-6260	10.00			20477	REIMBURSEMENT FOR FUEL			10.00 ✓	Posted 0.00
2571	JESSE MCCLELLAN									
61407	3/19/2015 3/19/2015 53-41-2911	150.00			22303	REIMBURSEMENT FOR BOOTS			150.00 ✓	Posted 0.00
2368	MIDLAND GIS SOLUTIONS, LLC									
61408	3/19/2015 3/19/2015 51-43-3000 52-43-3000 53-43-3000 10-11-3000 10-15-3000	3,600.00	6013		22104	ANNUAL INTEGRITY GIS WEBSITE HOS ANNUAL INTEGRITY GIS WEBSITE HOS ANNUAL INTEGRITY GIS WEBSITE HOS ANNUAL INTEGRITY GIS WEBSITE HOS ANNUAL INTEGRITY GIS WEBSITE HOS			720.00 ✓ 720.00 ✓ 720.00 ✓ 720.00 ✓ 720.00 ✓	Posted 0.00 0.00 0.00 0.00 0.00
2787	MIDWEST SERVICE BUREAU, INC									
61409	3/19/2015 3/19/2015 53-43-3000	75.00	5489		19867	UTILITY COLLECTION FEES			75.00 ✓	Posted 0.00

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94	SCHENDEL PEST CONTROL (continued)							
61419	3/19/2015	3/19/2015	50.00	32498		22105		Posted
	10-13-3000			PEST CONTROL			12.50 ✓	0.00
	51-43-3000			PEST CONTROL			12.50 ✓	0.00
	52-43-3000			PEST CONTROL			12.50 ✓	0.00
	53-43-3000			PEST CONTROL			12.50 ✓	0.00
							50.00 ✓	0.00
2418	LAW OFFICE OF KATIE J SCHROEDER							
61420	3/19/2015	3/19/2015	79.10	1321		20464		Posted
	10-11-6000			OFFICE EXPENSES-FEB			79.10 ✓	0.00
488	SCHWAB EATON BELOIT							
61421	3/19/2015	3/19/2015	7,250.00			20488		Posted
	30-00-3000			13.118B-STAKING FOR N. CAMPUS			940.00 ✓	0.00
	30-00-3000			13.118A-ENGINEERING SERV. N. CAMPI			6,310.00 ✓	0.00
							7,250.00 ✓	0.00
603	SEWELL'S MACHINE SHOP							
61422	3/19/2015	3/19/2015	6.90	013821		22305		Posted
	53-41-4360			1/12 X 1/8 FLAT			6.90 ✓	0.00
607	SHAMBURG OIL COMPANY							
61446	3/19/2015	3/19/2015	79.87	468778		22098		Posted
	53-43-6270			DIESEL			79.87 ✓	0.00
61447	3/19/2015	3/19/2015	266.01			22089		Posted
	53-43-6270			468118-DIESEL			69.01 ✓	0.00
	53-43-6270			468379-DIESEL			96.00 ✓	0.00
	53-43-6270			467296-DIESEL			101.00 ✓	0.00
							266.01 ✓	0.00
61448	3/19/2015	3/19/2015	27.00	465875		22085		Posted
	53-43-6270			PROPANE FOR GRILL			27.00 ✓	0.00
61449	3/19/2015	3/19/2015	40.01	466205		21438		Posted
	51-43-6270			DIESEL			40.01 ✓	0.00
61450	3/19/2015	3/19/2015	42.11	469357		21458		Posted
	51-43-6270			DIESEL			42.11 ✓	0.00
61451	3/19/2015	3/19/2015	77.25	466187		21463		Posted
	52-43-6270			DIESEL			77.25 ✓	0.00
61452	3/19/2015	3/19/2015	1,533.25	466307		20494		Posted
	25-00-6180			OIL			1,533.25 ✓	0.00
61453	3/19/2015	3/19/2015	(44.49)	271136		20493		Posted
	53-43-6270			EXCISE TAX CREDIT-FEB			0.00	44.49 ✓
2816	DELMAR SHOEMAKER							
61454	3/19/2015	3/19/2015	150.00			21699		Posted
	10-12-3320			RESTITUTION CASE 201400180			150.00 ✓	0.00
3000	ERIC SHORT							
61455	3/19/2015	3/19/2015	30.00			21466		Posted
	51-43-2400			DRIVER LICENSE EXAM			30.00 ✓	0.00
626	SOLOMON VALLEY HOME CENTER							
61456	3/19/2015	3/19/2015	29.66	10350733		15353		Posted
	52-41-4330			CAULKING			29.66 ✓	0.00
61457	3/19/2015	3/19/2015	122.02	10351391		22065		Posted
	51-41-6000			FLOOR ENAMEL/PAINT FRAME/COVER			122.02 ✓	0.00
61458	3/19/2015	3/19/2015	10.76	10352282		22304		Posted
	53-41-4360			BLK CORD PLUG			10.76 ✓	0.00
61459	3/19/2015	3/19/2015	37.48	10351917		21987		Posted
	10-18-6000			WRECKER BLADE			37.48 ✓	0.00
61460	3/19/2015	3/19/2015	28.74	10352231		20258		Posted
	53-41-4360			COAL SLAG FINE			28.74 ✓	0.00
61461	3/19/2015	3/19/2015	10.16	10352337		22000		Posted
	10-20-4330			HITCH PIN CLIPS			10.16 ✓	0.00
61462	3/19/2015	3/19/2015	58.55			CLARK200		Posted
	10-15-6000			10351446-SOCKET			4.99 ✓	0.00
	10-15-6000			10352106-PAINT & BRUSH SET			53.56 ✓	0.00
							58.55 ✓	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
626 SOLOMON VALLEY HOME CENTER (continued)								
61463	3/19/2015	3/19/2015	29.98			CLARK201		Posted
	10-15-6130			10350723-PLYWOOD			19.00 ✓	0.00
	10-15-6130			10350866-LUBRICANT			10.98 ✓	0.00
							29.98 ✓	0.00
61464	3/19/2015	3/19/2015	41.61			CLARK202		Posted
	10-22-4300			10350830-CAP/SEALANT			49.17 ✓	0.00
	10-22-4300			10351068-CREDIT FROM INV.10350830			0.00	7.56 ✓
							49.17 ✓	7.56 ✓
61465	3/19/2015	3/19/2015	148.51			CLARK209		Posted
	10-15-6130			10352449-PAINT BARRICADES			81.56 ✓	0.00
	10-15-6130			10353295-VISOR-KNIFE			30.98 ✓	0.00
	10-15-6130			10352910-NO DUMPING SIGN			35.97 ✓	0.00
							148.51 ✓	0.00
628 SOLOMON VALLEY VET HOSPITAL PA								
61466	3/19/2015	3/19/2015	184.75	239748		20455		Posted
	10-11-3500			ANIMAL BOARDING			184.75 ✓	0.00
643 STANION WHSE ELECTRIC COMPANY								
61467	3/19/2015	3/19/2015	345.34			22101		Posted
	53-43-6000			3813890-00-VINYL TAPE			215.88 ✓	0.00
	53-43-6000			3813899-00-FUSE LK STD SPEEK			129.46 ✓	0.00
							345.34 ✓	0.00
61491	3/19/2015	3/19/2015	1,074.10			19598		Posted
	53-43-6000			3813899-01-FUSE, SPLIT BOLT			574.83 ✓	0.00
	53-43-6000			3813890-01-IGNITRON			499.27 ✓	0.00
							1,074.10 ✓	0.00
2827 MAX STERLING								
61487	3/19/2015	3/19/2015	25.00			21995		Posted
	10-00-3478			REFUND FOR SOCCER			25.00 ✓	0.00
2830 SUNSHINE INDUSTRIAL INC								
61489	3/19/2015	3/19/2015	338.00	37577		CLARK210		Posted
	30-00-6150			CONCRETE BLADES			338.00 ✓	0.00
2442 ROBERT THOMPSON								
61468	3/19/2015	3/19/2015	145.95			21997		Posted
	10-20-2911			BOOT ALLOWANCE			145.95 ✓	0.00
673 THOMPSON'S OK TIRE, INC								
61469	3/19/2015	3/19/2015	12.00	1-98066		22084		Posted
	53-43-6140			TIRE REPAIR			12.00 ✓	0.00
61470	3/19/2015	3/19/2015	548.52	1-98566		21711		Posted
	10-13-6140			TIRES			548.52 ✓	0.00
61471	3/19/2015	3/19/2015	18.00			21695		Posted
	10-13-4310			1-98424-FLAT REPAIR			9.00 ✓	0.00
	10-13-4310			1-98865-FLAT REPAIR			9.00 ✓	0.00
							18.00 ✓	0.00
61472	3/19/2015	3/19/2015	261.36	1-98208		CLARK203		Posted
	10-15-6140			TIRES			261.36 ✓	0.00
61473	3/19/2015	3/19/2015	627.76	1-97698		CLARK204		Posted
	10-15-6140			TIRES			627.76 ✓	0.00
201 THYSSENKRUPP ELEVATOR								
61474	3/19/2015	3/19/2015	2,837.00	6000120343		20487		Posted
	10-11-3000			ELEVATOR REPAIR			2,837.00 ✓	0.00
1163 TMHC SERVICES INC								
61476	3/19/2015	3/19/2015	497.25		2/28/2015	20486		Posted
	10-11-3000			201216 EAP & Admin fees			126.00 ✓	0.00
	10-11-3000			201217 EAP & Admin fees			161.25 ✓	0.00
	10-13-3000			201217 Pre-emploment testing			70.00 ✓	0.00
	10-17-3000			201217 Pre-emploment testing			70.00 ✓	0.00
	53-43-3000			201217 Pre-emploment testing			70.00 ✓	0.00
							497.25 ✓	0.00

Accounts Payable Detail Listing

City of Beloit

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
									<u>Debit</u>	<u>Credit</u>
704	UNIVAR USA INC (continued)									
61478	3/19/2015 3/19/2015	9,304.01	WI611172	2/24/2015	22057				9,304.01 ✓	0.00
	51-41-6170					Soda Ash				
1491	UNIVERSITY OF KANSAS-KLETG									
61388	3/19/2015 3/19/2015	520.00			21708					Posted
	10-13-2400					LE150301-36351-1-TRAINING LUSK			260.00 ✓	0.00
	10-13-2400					LE150301-36350-1-TRAINING ELAM			260.00 ✓	0.00
									520.00 ✓	0.00
2825	USA SHADE INC									
61485	3/19/2015 3/19/2015	3,181.77	2491	1/29/2015	21998					Posted
	30-00-7200					POOL'S SHADE STRUCTURE DAMAGED			3,181.77 ✓	0.00
410	UTILITIES									
61477	3/19/2015 3/19/2015	650.80	7346	2/28/2015	21886					Posted
	10-13-6220					City share of Jail utilities			650.80 ✓	0.00
2067	VERIZON WIRELESS SERVICES, LLC									
61479	3/19/2015 3/19/2015	233.35	3202883603	2/9/2015	21709					Posted
	10-13-5310					PD- Feb cell phones			233.35 ✓	0.00
712	WACONDA TRADER									
61480	3/19/2015 3/19/2015	34.00	24000	2/25/2015	20452					Posted
	10-11-3000					business cards - A Sahlfeld			17.00 ✓	0.00
	10-15-3000					business cards - M Clark			17.00 ✓	0.00
									34.00 ✓	0.00
61481	3/19/2015 3/19/2015	50.40		2/25/2015	20453					Posted
	53-41-5400					Power Plant Operator Ad			50.40 ✓	0.00
753	WORLD PEST CONTROL									
61482	3/19/2015 3/19/2015	65.00	113793	3/3/2015	20459					Posted
	10-11-3000					Pest control at Muni Bldg			65.00 ✓	0.00
758	ZEP INC.									
61483	3/19/2015 3/19/2015	181.82	9001494288	2/26/2015	22106					Posted
	51-43-6000					hand cleaner & disinfectant spray			61.81 ✓	0.00
	52-43-6000					hand cleaner & disinfectant spray			60.00 ✓	0.00
	53-43-6000					hand cleaner & disinfectant spray			60.01 ✓	0.00
									181.82 ✓	0.00
61484	3/19/2015 3/19/2015	175.90	9001490691	2/24/2015	CLARK211					Posted
	10-15-6000					2 cases shop towels			175.90 ✓	0.00

289,350.52 202 Non-voided payables listed.

Report Setup
 AP - Accounts Payable Listing : Vendor Name
 Filter Options
 Starting: 3/19/2015
 Ending: 3/19/2015
 Banks: All
 Payable Status: Posted, Printed, ACH, Recorded, Voided
 All Vendors Selected

REQUEST FOR COUNCIL ACTION

DATE:

March 17, 2015

TITLE:

DEMOLITION BID FOR THE HOUSING/DEMOLITION CDBG GRANT

ORIGINATING DEPARTMENT:

Administration Department

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

The Housing Board is recommending that the city council reject the demolition bids that were submitted 3-13-2015 and rebid the project.

FISCAL NOTE:

- Advertise in the paper for a new bid notice.

DISCUSSION:

Respectfully submitted,

Glenn Rodden
City Administrator

Mandy Lomax

From: Carol Torkelson <ctorkelson@nckcn.com>
Sent: Friday, March 13, 2015 1:29 PM
To: 'Mandy Lomax'; 'Glenn Rodden'
Subject: Beloit Demo Bid

Since the Housing Board decided to reject all bids and re-bid the project, there will be no recommendation for the Council meeting on Tuesday, March 17th. Will you make sure that the non-award is reflected in the minutes? Thank you.

Carol Torkelson
North Central Regional Planning Commission
PO Box 565
Beloit, KS 67420
785-738-2218
785-738-2185 - FAX
ctorkelson@nckcn.com

City of Beloit Housing Demolition Bid

Date: March 13, 2015

Time: 11:01 am

Location: City Council Room, Municipal Building, 119 N. Hersey, Beloit, KS

Contractor	Lawson 631 E. 4th	J. Biass 806 W. Court	Steffens 510 E. South	Wilcox 713 E. Clinton	Daniels 601 N. Lincoln	M. Biass 804 W. Court	Kutlak 612 N. Woodland	Notes 204 S. Lincoln	TOTAL BID PRICE
1. Smith Const. Services Beloit, KS	N/A								
2. Diehl Enterprises Salina, KS	N/A								
3. Wilson Auto & Farm Wilson, KS	N/A								
4. Thunder Enterprises Jewell, KS	5000	4800	5500	5350	12000	5400	5000	5400	48,350
5. Zigs Backhoe Beloit, KS	N/A								
6. Schlaefli Construction Cawker City, KS	6,800	7,500	4500	4800	6,800	2,400	3,700	4,500	41,000

* Maximum demolition is \$6,500.00 per home.

GRANTEE NAME: CITY OF БЕЛОIT

GRANT NUMBER: 14-HR- 14-HR-001

*DUNS NUMBER: 073330011

ACTIVITY	CDBG FUNDS	OTHER FUNDS	SOURCE OF OTHER FUNDS	TOTAL COST
1. Public Facilities/Construction				
a. Water Treatment Plant				\$ -
b. Sewer/Lines/Treatment				\$ -
c. Street Improvements				\$ -
d. Drainage/Flood				\$ -
e. Center/Facility				\$ -
f. Other (Identify)				\$ -
g. Acquisition, including easements				\$ -
h. Engineering Design				\$ -
i. Construction Inspection				\$ -
j. Architectural Services				\$ -
k. Other Professional Services				\$ -
Public Facility Activities Total		\$ -		\$ -
2. Housing Activities				
a. Housing Rehabilitation (15) <i>Planned</i>	\$ 288,500	\$ 40,000	Property Owners/ Weatherization	\$ 328,500
b. LSWP/Cleaning for Clearance	\$ 26,000			\$ 26,000
c. HQS Inspections	\$ 10,400			\$ 10,400
d. LBP Assessments	\$ 13,000			\$ 13,000
e. LBP Clearance Testing	\$ 3,900			\$ 3,900
f. Relocation	\$ 700			\$ 700
g. Demolition (8) <i>Planned</i>	\$ 28,500			\$ 28,500
H Demolition Inspections	\$ 4,000			\$ 4,000
Housing Activities Total	\$ 375,000	\$ 40,000	Property Owners/ Weatherization	\$ 415,000
3. Administration				\$ -
a. Administrative Activities	\$ 25,000	\$ 2,000	City	\$ 27,000
b. Legal				\$ -
c. Audit				\$ -
Administration Total	\$ 25,000	\$ 2,000	City	\$ 27,000
ALL ACTIVITIES TOTAL	\$ 400,000	\$ 42,000		\$ 442,000

*TO RECEIVE A CITY/COUNTY DUNS # PLEASE CALL 1-866-705-5711

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:		
March 17, 2015	Airport Runway Extension and Expansion Project		
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 accept the attached contract with Alfred Benesch & Company for engineering services in the amount of \$246,346.00.

FISCAL NOTE:

- The cost for this contract is \$246,346.00. The FAA will pay 90 percent of this contract (\$221,711.40) and the city will pay 10 percent of the contract (\$24,634.60). Funding for the city's portion of this project will come from the Capital Improvement Fund (30-00-3000, Professional Services). The current cash balance for the Capital Improvement Fund is \$522,584.48 as of 3-13-2015.

DISCUSSION:

This contract is for engineering services for the runway widening project that is funded by the FAA. The purpose of the project is to lengthen and widen the airport runway to allow larger aircraft and air ambulance flights to land at the Beloit Airport during all weather conditions.

Respectfully submitted,

Glenn Rodden
City Administrator

ATTACHMENT A

**CONSULTANT AGREEMENT
FOR
RUNWAY 17/35 EXTENSION AND EXPANSION
CONSTRUCTION ENGINEERING
AT THE
MORITZ MEMORIAL AIRPORT
BELOIT, KANSAS**

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

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

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

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

Exhibit A: Project Fee Breakdown

Exhibit B: Survey Fee Breakdown

Exhibit C: Summary of Overhead Rates

AGREEMENT between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

6.1 Notices

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this AGREEMENT, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this AGREEMENT are for the convenience of reference only and shall not affect the construction of this AGREEMENT

6.4 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that each dispute, claim or controversy arising from or related to this AGREEMENT or the relationships which result from this AGREEMENT shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

Furthermore, in no circumstances shall a party to this AGREEMENT be joined by the other party to any other lawsuit, dispute or legal proceeding involving a party and any of the party's, consultants, subconsultants, lower tier subconsultants, other design professionals, construction managers, or other individuals or entities unless the parties agree to be joined in writing.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

6.5 Governing Law

This AGREEMENT is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this AGREEMENT shall be governed by the laws of the State of Illinois.

6.6 Entire Agreement

This AGREEMENT, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire

4.11.1 Disposition of Samples

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

4.11.2 Hazardous or Potentially Hazardous Samples and Materials

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

4.11.3 Contaminated Equipment

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

4.12 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

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

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

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

SECTION V - Professional Responsibility

5.1 Performance of Services

Client acknowledges that the performance of professional services is not an exact science, and errors and omissions may occur that are within the industry standard of practice which states that CONSULTANT will strive to perform services under this AGREEMENT in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, or otherwise.

5.2 Limitation of Liability

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

5.3 No Special or Consequential Damages

CLIENT and CONSULTANT agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold CONSULTANT, its officers, directors, employees, and, subconsultants harmless from and against any and all claims, damages, losses and expenses, defense costs including attorneys' fees, and court or arbitration costs and other liabilities arising out of or resulting from, wholly or in part, the performance of CONSULTANT's services hereunder, provided that CLIENT shall not indemnify CONSULTANT against liability for damages or expenses to the extent caused by the negligence of CONSULTANT, its officers, directors, employees, or subcontractors.

5.5 No Third Party Beneficiaries

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

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

SECTION VI - Miscellaneous Provisions

relating to the performance of the services CONSULTANT is to perform under this AGREEMENT.

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

4.5 Ownership and Reuse of Documents

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

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and subconsultants) under this AGREEMENT, are instruments of service in respect to the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and the occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Further, CONSULTANT makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by CONSULTANT in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to CLIENT. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's independent professional associates or subconsultants, and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

4.6 Severability

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

4.7 Location of Underground Utilities

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

For reasons of safety, CONSULTANT will not begin work until this has been accomplished.

4.8 Subsurface Investigations

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

4.9 CONSULTANT's Personnel at Project Site

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

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

4.10 Opinions of Cost, Financial Considerations, and Schedules

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

4.11 Disposition of Samples and Equipment

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

SECTION III - Term of Agreement

3.1 Term

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

3.2 Abandonment of Work

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

3.3 Termination of AGREEMENT

3.3.1 Termination with Cause

The obligation to provide further services under this AGREEMENT may be terminated with cause by either party. In the event of such termination, either party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. In the event of termination by CONSULTANT caused by failure of the CLIENT to perform in accordance with the terms of this AGREEMENT, CLIENT shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. CONSULTANT shall prepare a progress report, including information as to all the services performed by CONSULTANT and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this AGREEMENT to the CLIENT upon receipt of final payment. In the event of termination by the CLIENT caused by failure by CONSULTANT to perform in accordance with the terms of this AGREEMENT, CONSULTANT shall prepare a progress report, including information as to all the services performed by CONSULTANT and the status of the services as of the date of the termination and provide information and documents developed under the terms of this AGREEMENT to the CLIENT. Upon receipt of all other information and documents, CLIENT shall pay CONSULTANT for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this AGREEMENT without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, CONSULTANT shall prepare a progress report, including information as to all the services performed by CONSULTANT and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this AGREEMENT to the CLIENT upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or AGREEMENT Termination

If CLIENT abandons requested work or terminates this

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

SECTION IV - General Considerations

4.1 Assignment and Responsibility for Personnel

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

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

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

4.2 Insurance

4.2.1 CONSULTANT shall furnish CLIENT a certificate of insurance upon request showing amounts and types of insurance carried by CONSULTANT, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by CONSULTANT under this AGREEMENT it will give CLIENT notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.3 Successors and Assigns

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

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

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

4.4 Compliance with Law

4.4.1 CONSULTANT shall comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations

GENERAL CONDITIONS

SECTION I - SERVICES BY CONSULTANT

1.1 General

CONSULTANT shall provide services under this AGREEMENT only upon request of the CLIENT, and only to the extent defined and required by the CLIENT. These services may include the use of outside services, outside testing laboratories, and special equipment. Attachments to this AGREEMENT are as identified on the signature page to this AGREEMENT or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this AGREEMENT.

1.2 Scope of Services and Fees

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

SECTION II - PAYMENTS TO CONSULTANT

2.1 Method of Payment

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

2.2 Payment for Personnel Services

2.2.1 Payment

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

2.2.2 Chargeable Time

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

2.2.3 Overtime Rates

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

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by CONSULTANT, payment to CONSULTANT by the CLIENT shall be in accordance with CONSULTANT'S Schedule of Unit Rates.

2.3.2 Direct Expenses

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

2.4 Payment Conditions

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

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

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

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



CONSULTING SERVICES AGREEMENT

CLIENT	City of Beloit	Project Name	Runway 17/35 Extension and
Address	119 N Hersey Ave. Beloit, KS 67420	Expansion	Construction Services
Telephone	785.738.3551	Project Location	Moritz Memorial Airport
Client Contact	Glenn Rodden		785.539.2202
Client Job No.		Consultant PM	Brad Waller
		Consultant Job No.	

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

See Attachment A

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

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

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

- BY LUMP SUM: \$15,347.00.
- BY TIME AND MATERIALS: \$230,999.00.
- BY OTHER PAYMENT METHOD (See Attachment _____): \$_____.
- AS SHOWN ON SERIALLY NUMBERED WORK AUTHORIZATIONS USING EXHIBIT A

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

CLIENT	ALFRED BENESCH & COMPANY
BY: _____	BY: <u>Bradley J. Waller</u>
AUTHORIZED REPRESENTATIVE	AUTHORIZED REPRESENTATIVE
PRINT NAME: _____	PRINT NAME: <u>Bradley J. Waller</u>
TITLE: _____, 20__	TITLE: <u>Manhattan Office Manager</u>
DATE: _____, 20__	DATE: <u>January 12</u> , 20 <u>15</u>
	BENESCH OFFICE: <u>Manhattan</u>
	ADDRESS: <u>3226 Kimball Ave.</u>
	<u>Manhattan, KS 66503</u>



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

January 19, 2015

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

REFERENCE: Moritz Memorial Airport
Runway 17/35 Extension and Expansion Construction Services

Dear Mr. Rodden:

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

Should you have any questions or comments regarding the attached scope of services, please do not hesitate to contact me. I can be contacted at the Benesch Manhattan Office at (785) 539-2202.

Sincerely,

ALFRED BENESCH & CO.

Brad J. Waller, P.E.
Vice President, Kansas Division Manager

PHASE 1 – BIDDING SERVICES:

Under this phase of the contract the Consultant will assist the Sponsor in advertising and securing bids. The Consultant agrees to provide the following services. Advertising costs are included in the Benesch fee.

- a. Provide sufficient copies of the approved plans and specifications to permit advertising and bidding. Copies of the documents may be furnished to prospective bidders at a cost fixed by the Consultant.
- b. Host a pre-bid conference and answer questions that arise during the bidding process. Addenda will be completed as required. Benesch will submit a formal report of the conference discussions.
- c. Attend the bid opening, open bids, answer any questions that come up, tabulate and analyze bid results, evaluate bidders and furnish a letter of recommendation regarding the award of a construction contract.
- d. Assist the Sponsor with the submission of documents necessary to obtain construction contract approval.
- e. After appropriate approval, prepare all contract documents necessary for the project including bonds, insurance, contracts, drawings, etc. Bind the contract documents with the specifications and provide one bound set each to the Consultant, and the Sponsor.
- f. Assist the Sponsor in preparing the FAA Grant application and associated “kick-off” paperwork to satisfy FAA requirements.

PHASE 2 – CONSTRUCTION SERVICES:

Under this phase the Consultant agrees to provide consultation and advice to the Sponsor during all base bid construction phases. A Project Engineer will be assigned to the project who will periodically observe work in progress, review test reports and provide weekly working day reports, construction progress and testing reports to the Sponsor and FAA. The Consultant will provide written confirmation that all performance tests required by the specifications were conducted and met or exceeded the specifications.

- a. Participate in a pre-construction conference. Submit a formal report of the conference discussions.
- b. Submit a Construction Observation Program. The Consultant will comply with FAA Central Region AIP Guide No. 1030 – Construction Management Program.
- c. Provide full time on-site construction observation for the duration of the project.
- d. Review and approve shop and erection drawings and all material data submitted by construction contractors for compliance with design concepts.
- e. Prepare and negotiate change orders and supplemental agreements, according to the latest (as of contract date) FAA Central Region AIP Guide No. 1080-Contract Modifications. Prepare independent cost analyses and obtain prior approvals from the Sponsor and FAA.
- f. Determine amounts owed to construction contractors and process financial documents. Consultant's review of construction contractor's work for the purpose of recommending payment does not impose on the Consultant responsibility to supervise, direct, or control such work or for the means, techniques, sequences, or procedures of construction or programs incident thereto.
- g. Perform field interview and record results of inquiries regarding wages paid to construction workers for wage rate determination documentation.
- h. Arrange and conduct final inspections. Submit a summary of test results and a quality control report complete with checklists, performance test results, pay factor adjustments, etc.

This phase will be considered complete when the Sponsor and FAA have accepted the construction reports and final payment has been received by the Contractor for the Base Bid.

PHASE 3 – DEVELOPMENT PROJECT CLOSEOUT:

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

Coordinate with the Contractor to acquire documentation needed by the Contractor to close-out the project. Final documents required by the Contractor shall be provided to FAA prior to the consultant's final pay request.

All documentation shall be submitted to FAA within 90 days from the project completion, including a final construction report that addresses pertinent sections of the latest (as of contract date) FAA Central Region AIP Guide No. 1610 – Development Project Closeout, which includes:

- a. Sponsor Certification for Final Acceptance
- b. Final Outlay Report (SF-271)
- c. Final Federal Financial Report (SF-425)
- d. Final Project Cost Summary
- e. Summary of DBE Utilization
- f. Final Construction Report
 - i. Narrative of Work Accomplished
 - ii. Summary of Key Milestone Dates
 - iii. Contract Time
 - iv. Labor Provisions
 - v. Administrative Costs
 - vi. Engineering Costs
 - vii. Construction Costs
 - viii. Buy American Provisions
 - ix. Construction Material Testing and Acceptance Summary
 - x. Final Inspection Report/Record of Completion
 - xi. Contractor's Statement of Completion (Signed Affidavit)
 - xii. Project Photographs
- g. As-Built Record Drawings
- h. As-Built ALP
- i. Sponsor Cover Letter

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

PHASE 4 – PROJECT MANAGEMENT:

This phase involves all project management necessary to insure Phases 1-3 are completed appropriately along with coordinating all aspects of the project with the project team members. This task also involves, but is not limited to:

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

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

FEES AND CHARGES:

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

Phase 1: Bidding Services. Payment shall be the not-to-exceed amount of \$6,654.00 as shown on Exhibit A.

Phase 2: Construction Services. Payment shall be the not-to-exceed amount of \$200,013.00 as shown on Exhibit A.

Phase 3: Development Project Closeout. Payment shall be the lump sum of \$15,347.00 as shown on Exhibit A.

Phase 4: Project Management. Payment shall be the not-to-exceed of \$24,332.00 as shown on Exhibit A.

This results in a total amount of **two hundred forty-six thousand, three hundred forty-six dollars (\$246,346.00)**. This includes the lump sum amount of \$15,347.00 and the not-to-exceed amount of \$230,999.00 Payment shall be due monthly according to the percent of the phase complete at the date of the billing.

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

SECTION 1: CIVIL RIGHTS ACT OF 1964, TITLE VI – CONSULTANT CONTRACTUAL REQUIREMENTS.

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest agrees as follows:

1.1 Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The Consultant shall provide all information and reports required by the Regulation or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **Sponsor, or the Federal Aviation Administration (FAA)** to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the **sponsor or the FAA**, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Sponsor shall impose such contract sanctions as **the FAA** may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Consultant under the contract until the Consultant complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the **sponsor or the FAA** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant

or supplier as a result of such direction, the Consultant may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 2: AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The Consultant assures that it will comply with pertinent Federal statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

In the case of Consultants, this provision binds the Consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

SECTION 3: DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§26.13) - The Consultant and their subconsultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The Consultant agrees to pay each subconsultant under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Consultant receives from the owner/sponsor. The Consultant agrees further to return retainage payments to each subconsultant within 30 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the owner/sponsor. This clause applies to both DBE and non-DBE subconsultants.

SECTION 4: LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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

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

SECTION 5: ACCESS TO RECORDS AND REPORTS

The Consultant shall maintain an acceptable cost accounting system. The Consultant agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made

and all pending matters are closed.

SECTION 6: RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

SECTION 7: TRADE RESTRICTION CLAUSE

The Consultant or their subconsultants, by execution of a contract, certifies that it:

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

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

Further, the Consultant agrees that it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the sponsor if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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

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

SECTION 8: TERMINATION OF CONTRACT

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the Consultant's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

SECTION 9: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by acceptance of this contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this agreement.

SECTION 10: BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or their subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

SECTION 11: CERTIFICATION FOR PROJECT PLANS AND SPECIFICATIONS.

The Consultant certifies that:

1. The plans and specifications will be developed in accordance with all applicable Federal standards and requirements and there will be no deviation from or modification to standards set forth in the advisory circulars without prior FAA approval;
2. The specifications for equipment will not be proprietary or written so as to restrict competition;
3. The development included in the plans is depicted on an airport layout plan approved by FAA;

4. Development which is ineligible for AIP funding will be omitted from the plans and specifications or will be depicted in a separate section;
5. Process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 will be included in the project specifications;
6. A value engineering clause will not be incorporated into the contract without FAA concurrence;
7. The plans and specifications will incorporate applicable requirements and recommendations set forth in the Federally-approved environmental finding;
8. For construction activities within or near aircraft operational areas, the requirements contained in the latest (as of bid date) Advisory Circular 150/5370-2 will be discussed with FAA and incorporated into the specifications and a safety or phasing plan will be prepared with FAA's concurrence.

SECTION 12: EMPLOYEE WORK ELIGIBILITY STATUS

The Consultant is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Kansas. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

SECTION 13: FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE).

All contracts and subcontracts that result from this contract incorporate the following provisions by reference, with the same force and effect as if given in full text. The Engineer has full responsibility to monitor compliance to the referenced statute or regulation. The Engineer must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

SECTION 14: OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970.

All contracts and subcontracts that result from this contract incorporate the following provisions by reference, with the same force and effect as if given in full text. The Engineer has full responsibility to monitor compliance to the referenced statute or regulation. The Engineer must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

SECTION 15: CLEAN AIR AND WATER POLLUTION CONTROL.

Consultant and subconsultantss agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the Consultant or subconsultant will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

SECTION 16: CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS.

1. Overtime Requirements.

No Consultant or subconsultant 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, including watchmen and guards, 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 (1) above, the Consultant or any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such Consultant or subconsultant 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 1 above, 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 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor 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 any monies 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 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor 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 1 through 4 of this section.

SECTION 17: APPROVALS.

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