

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
July 20, 2010	SPECIAL EVENT LICENSE
ORIGINATING DEPARTMENT:	TYPE OF ACTION: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION
Administration	<input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the Council approve the Special Event License for the Mitchell County Fair Association for the car races and demolition derby at the Mitchell County Fair on July 29, July 30 and July 31.

FISCAL NOTE:

- There is no direct cost associated with this item. There is a \$25 license fee.

DISCUSSION:

Respectfully submitted,

Glenn Rodden
City Administrator

119 North Hersey Avenue
P O Box 567
Beloit, Kansas 67420



Tel No (785) 738-3551
Fax No (785) 738-2517
Email beloit@nckcn.com

SPECIAL EVENT LICENSE REQUEST FORM

JUL 12 2010

Name: Mitchell County Fair Assn.
Address: PO Box 382 Beloit, KS.
Phone: 785-738-7435

Location of event: Fairgrounds

Purpose of event: Mitchell County Fair

Beer Garden July 29-30-31, 2010

Car races and Demolition Derby

Date/Time of Event: July 29-30-31, 2010 5:00 PM to 10:30 PM

**A \$25.00 special event license fee will be assessed. This fee is due upon receipt of the application.

Fee Received by [Signature]

**I have received a copy of Ordinances No. 2022, 2027, and 2035 and understand and agree to abide by all conditions stated in the Ordinances.

Signature: Douglas C. Newquist Fairboard President

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
July 20, 2010	KANSAS AIRPORT IMPROVEMENT PROGRAM GRANT
ORIGINATING DEPARTMENT:	TYPE OF ACTION: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION
Administration	<input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the Council approve the enclosed grant from KDOT.

FISCAL NOTE:

- KDOT will fund 75 percent of this project up to a maximum of \$3,000.00. The City of Beloit will be responsible for 25 percent of the cost of this project.

DISCUSSION:

This grant will allow the Moritz Airport to upgrade its Automated Observation Weather System (AWOS). Once this project is complete, pilots will be able to access the AWOS through the internet.

Respectfully submitted,

Glenn Rodden
City Administrator

C. EDWARD YOUNG, DIRECTOR

July 14, 2010

Mr. Glen Rodden, City Manager
City of Beloit
119 N. Hersey
Beloit, KS 67420

Dear Mr. Rodden:

Reference the Secretary of Transportation's letter dated June 16, 2010.

As part of the continuing process to execute your FY 2010 Kansas Airport Improvement Program (KAIP) grant for the project summarized as: **Upgrade AWOS for Internet**, I have attached the following documents:

1. Airport Project Agreement specific to your project (2 copies)
2. Form DA-146a, Contractual Provisions Attachment
3. KDOT Special Attachment No. 1 (civil rights and anti-discrimination clauses)
4. Grant Payee Information sheet

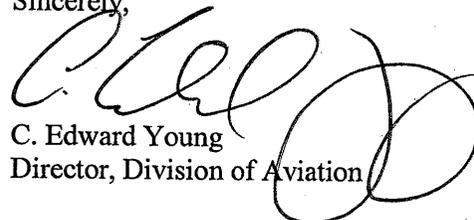
If the grant is acceptable, please return all the following items as soon as possible:

1. Both copies of the agreement, bearing original signatures of the sponsor
2. Completed Grant Payee Information sheet

If you have any concerns or reservations about the grant agreement, please contact this office at (785) 296-2553.

We look forward to working with you on these improvements to your airport.

Sincerely,


C. Edward Young
Director, Division of Aviation

AVIATION AGREEMENT FOR EQUIPMENT AND ASSOCIATED FACILITIES

PARTIES: This Agreement, made and entered into this _____ day of _____, _____, by and between the City of Beloit, Kansas, hereinafter referred to as the "Sponsor" and the Secretary of Transportation of the State of Kansas, hereinafter referred to as the "Secretary." Collectively referred to as the "Parties."

PROJECT: Upgrade AWOS for Internet

EFFECTIVE

DATE: This Agreement shall be effective the date the Secretary signs the Agreement.

The Parties mutually agree as follows:

1. The Sponsor agrees to install the facilities and equipment according to the Federal Aviation Administration (FAA) standards and the project application, and Sponsor will provide certification the Project was completed. The Sponsor further agrees to construct/install facilities and equipment in accordance with the plans and specifications and to administer the Project and the payments due to the contractor, including the portion of cost borne by the Secretary.

2. According to the guidelines of the Kansas Airport Improvement Program, the Secretary agrees to reimburse the Sponsor 75% of materials, equipment, construction costs and construction engineering, but not to exceed the Secretary's maximum participation of \$3,000.00. The Sponsor agrees to be responsible for 100% of Project costs that exceeds the Secretary's maximum participation. The Secretary reserves the right to retain up to five percent (5%) of the Secretary's maximum participation until the Sponsor completes its obligations under this Agreement to the satisfaction of the Secretary.

3. The provisions found in Contractual Provisions Attachment Form DA-146a, which is attached hereto and executed by the Parties in this Agreement, are hereby incorporated into this Agreement by reference and made a part hereof.

4. It is the Secretary's policy to make final payments to the Sponsor for services related to the Kansas Airport Improvement Program in a timely manner. The Single Audit Standards set forth in Federal O.M.B. Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" and in 49 C.F.R. Part 18 (Common Rule), require an audit be performed by an independent, certified public accountant in accordance with those standards. All information audited shall comply with 49 C.F.R. Part 18 (Common Rule).

The Secretary may pay the final amount due for the authorized work performed based upon the Sponsor's most recent Single Audit Report available and a desk review of the claim by the Contract Audit Section of the Secretary's Bureau of

Fiscal Services. The Sponsor, by acceptance of this Agreement, acknowledges the final payment is subject to all Single Audits which cover the period of the expenses being claimed for reimbursement. The Secretary and the Sponsor agree as the Single Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Single Audit Report for items ineligible for reimbursement. The Sponsor agrees if payment has been made to the Sponsor for items subsequently found to be ineligible for reimbursement by audit, the Sponsor will refund to the Secretary the total amount of monies paid for same.

5. The Sponsor agrees the total estimated local share costs associated with the Project is **\$1,000.00**. Upon request by the Secretary, the Sponsor agrees to provide the Secretary an accounting of all reimbursable costs associated with the Project which are paid directly by the Sponsor to any party outside of KDOT and all costs incurred by the Sponsor not to be reimbursed by KDOT. This will enable the Secretary to report all costs of the Project to the legislature.

6. The provisions found in the Kansas Department of Transportation's Civil Rights Special Attachment No. 1 are attached hereto and hereby incorporated into this Agreement by reference and made a part hereof.

7. It is further understood this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Sponsor and their successors in office.

8. It is expressly agreed no third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

9. The Sponsor hereby expressly agrees and covenants that they will defend, indemnify, hold harmless, and save the Secretary and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Sponsor, the Sponsor's employees, and its consulting engineers. The Sponsor shall not be required to defend, indemnify or hold the Secretary harmless for negligent acts of the Secretary or his or her authorized representatives or employees.

10. The Sponsor agrees to require the contractor to indemnify and save the Secretary and the Sponsor harmless from and against all liability for damage, costs, and expenses arising out of any claim, suit, action, or otherwise for injuries and/or damages sustained to persons or property by reason of the work of employees under this Agreement.

The signature page immediately follows this paragraph.

The Parties have executed this Agreement by their duly authorized officers on the day and year first written above.

Sponsor

Title

Date

Debra L. Miller, Secretary
Kansas Department of Transportation

Date

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

Where the term "consultant" appears in the following "Nondiscrimination Clauses", the term "consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

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

- 1) Compliance with Regulations: The consultant will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports: The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas 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 Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or natural origin.
- 6) Sanctions for Noncompliance: In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the consultant under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with this Order.
- 9) Incorporation of Provisions: The consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas 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 subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.

City of Beloit - 2010 2nd QTD Treasurers Report

Fund	Beginning Balance	Revenue	Expense	Ending Balance
General	538,780.50	488,216.16	594,262.13	432,734.53
Employee Benefit	221,084.36	274,538.48	321,745.53	173,877.31
Library	24,036.60	48,512.75	48,905.23	23,644.12
Special Parks and Recreation	8,630.21	4,582.72		13,212.93
Equipment Reserve	368,084.05	6,250.02	11,448.82	362,885.25
Special Highway	72,928.65	23,444.01	27,552.74	68,819.92
Economic Development	10,982.74	19,575.00	23,191.56	7,366.18
Capital Improvement Fund	435,173.67	158,757.72	490,432.91	103,498.48
Law Enforcement Trust Fund	4,674.28	8.64	1,500.00	3,182.92
Police Department Capital Reserve Func	61,699.91			61,699.91
CDBG Grant				0.00
Sports Complex Grant Fund				0.00
Fire Department Capital Reserve Fund	62,699.91			62,699.91
Neighborhood Revitalization				0.00
Water Fund	-76,149.58	361,107.32	355,046.92	-70,089.18
Water Pollution Treatment	107,464.20	241,922.56	189,965.29	159,421.47
Electric Utility	784,846.22	1,115,109.44	1,386,093.78	513,861.88
Refuse	43,178.06	75,601.79	67,740.54	51,039.31
Elec Plant & Equip Replacement	43,339.45	5,000.01		48,339.46
Water Plant/Equip Replacement	4,403.06			4,403.06
WPC Plant & Equipment Replacement				0.00
Cable				0.00
Cemetery Endowment	26,840.44	286.48		27,126.92
Total	2,742,696.73	2,822,913.10	3,517,885.45	2,047,724.38
Outstanding Debt:				
Sewer Plant Loan	1,086,314.55			

Community Development Report

July 2010

North Campus Facility- The Beloit City Council discussed the North Campus Facility at their annual retreat. We will be developing a master plan for the undeveloped portion of the property this Summer/Fall.

Housing- We recently met with a representative from Manske & Associates. The Beloit Crown Homes project is still moving forward at this time. We plan to meet with them again in a week or two to discuss what steps need to be taken next.

Business Retention & Expansion Surveys-We have started sending out a short Business Retention & Expansion Survey to select businesses in Mitchell County to determine if they lack access to any products or services that might aid them in expanding their businesses. Several of the surveys have been returned. A second batch of surveys went out this week. We will begin setting up follow up visits in the next week or two.

Renewal of the Neighborhood Revitalization Program- All of the taxing entities participating in the program have either voted to renew their participation or indicated they plan to renew. We should have all of the inter local agreements ready for the county commissioners in late July or early August as planned.

To date there has been over \$22 million in construction projects approved under this program since it began in October 2006.

E-Community Program-I have been working on an application for the E-Communities program. This could provide us with our own revolving loan funds to assist with business start-ups. We could apply for an allocation of tax credits that we would be responsible for placing. I have submitted a rough draft of our information to Linda Sutton with SBDC in Concordia and need to find out more on other obligations we would have. The application is due in August.

Marketing- Our next pocket brochure is being developed now. It will feature available buildings and sites in Mitchell County. We are studying which sites have attracted the most interest and will feature those.

We are also currently working with staff from the Department of Commerce to implement a new tracking system on the Location One database. This will let us know which buildings and properties are getting the most attention or interest from site selectors.

Prospective business expansions-

- 1) **March 10-** I was contacted by a local business person who is interested in putting up a new building to expand their current business. I have put them in touch with several property owners to discuss potential sites for their building. We are also meeting to discuss their business plan and will be setting up a meeting with staff from NCK Regional Planning Commission to discuss possible financial assistance for this project. This would be a significant sized building and could create 2 to 3 new jobs.

April Update- We have met with staff from the Regional Planning Commission and Department of Commerce. There are several sources of tax credits available and financing options available to assist this business development. They have also expressed interest in building in the SVED Business Park and would construct a 50,000 s.f. facility.

July 7 Update- I was contacted by the business owner. He indicated they have been busy with another project. They are nearing completion and they are still very interested in putting up their building in the business park. They will be back in contact soon. (FYI first contact on this project was 5 years ago. We have remained in contact over this period of time)

Prospective new business developments-

1. **July 2- Project Scale-**This is a local person who contacted me with interest in starting a new business in Mitchell County. They initially had interest in utilizing a building on the north campus. They are now looking at doing this from their home in Mitchell County. They have a business plan developed but need to do more research on their product and market. I have contacted K-State to assist with answering some of their questions. This is a very unique "ag-based" product
2. **July 6- Project Hood-** Two gentleman first approached me on July 6 with interest in starting a new retail business in Beloit. They have focused their interest in the downtown area but have not been able to find a suitable building. One they are most interested in utilizing is currently occupied. On July 14-They returned for a second visit and have expressed interest in a new location on Highway 24. I have made contact with the owner of the building but have not been able to make arrangements for them to see inside the building yet. I have been trying to contact a couple other building owners with no luck yet.
3. **July 7-Project Gem-**On July 7 I contacted a business owner from outside Mitchell County who had previously expressed interest in establishing a retail store in Beloit. They still have an interest but need to locate a suitable building. They also need to decide if they are more interested in purchasing or leasing a building. We are still discussing their options.
4. **July 12-Project Chow-**This person is interested in starting an agricultural business. But the supplier they have been getting to know is no longer going to be able to serve them in Mitchell County. They are currently looking for a new supplier. The product is not available in Mitchell County and they are involved in a national search for a new supplier. This business would employ 1 or 2 people and would be operated from an existing residential location in Mitchell County. They currently have all the equipment they need. They are working with their financial adviser on business and tax issues and may utilize the Workforce Opportunity Tax Credit program.
5. **June 18-Project Rake-**On June 18 I was contacted by a consultant from Illinois in regard to a business seeking proposals for a manufacturing facility and administrative office building. They have very high electrical needs. I contacted the city to confirm we could meet their electrical needs and submitted proposals on two locations that would meet their needs for manufacturing and administrative offices. On June 22, I was contacted by the Kansas Department of Commerce and informed both our proposals were approved to proceed to the second round of consideration by the company. It is currently under their review.
July 14 update-The consultant said the responses are currently still under review. They have no additional questions for us at this time.
6. **May 14-Project Monument-** On May 14 I submitted an 8 page proposal for a new manufacturing business that was brought to our attention by the Kansas Department of Commerce.

The business is seeking a site with 20-30 acres of land. They also sent us their specifications for a building, transportation, utilities, workforce, training and other items they are seeking. Our proposal is currently under review by the Kansas Department of Commerce and the company.

July 13 update-KS Dept. of Commerce said the company received 14 proposals. They have not made a selection yet.

7. **May 4-Project Digger-** On May 4 I attended a meeting with a company from the Wichita area that may be striking up a partnership with someone in Beloit. We have discussed some interest in establishing a business location for them in Beloit. Two locations have been discussed

June Update-Nothing New to Report

July update- Nothing new to report

8. **April 13-** I was contacted again by a company interested in establishing a new statewide company that could have a regional office in Beloit. They have recently completed an initial drive to raise capital and have been successful. They are now starting their campaign for private investors and hope to have this completed within a couple of months. We have discussed establishing a regional office in Beloit and will wait to see how their private investors support the business development. We have been working with this business since August 6, 2009.

May—We continue to visit with this company. They are still raising capital.

June Update-They are now making a public offering of stock in their company. They have placed advertisements in the Salina Journal.

July update-Nothing new to report

Businesses/Organizations requested information or assistance.

Current Month Current YTD '09 YTD

Expansion Plans	0	8	8
Tax Assistance	0	0	0
Marketing/Planning Assistance	0	0	1
Employment Assistance	0	1	8
New Business Prospect	4	23	19

114 S. Campbell St.
Beloit, Kansas 67420

Chief Ryan Stocker



Ph. (785) 738-2203
Fax (785) 738-2759
Email: bpdchief@nckcn.com

Memorandum

To: City Administrator Glenn Rodden
Cc: Beloit City Council

From: Chief Ryan Stocker

Date: July 16, 2010

Re: 2nd Quarter Police Reports

As I took over the Chief of Police Position on August 20, 2009, the Police Department had been using a generic records management system to obtain the monthly activity for the Police Department. As I am completing this memo, we are still using the generic system as we are continuing to set up a date and time for the company to train all Police Department personnel on the new records system. I am hoping by the next quarterly report that is due we will be using the new system which will provide everyone with an exact account of the Police Departments activities.

The activity for the 2nd Quarter of 2010 is as follows:

Traffic stops-225
Notice to appears (citations)-83
Warnings-152
Motorist Assists-19
Lock Outs-14
Injury accidents-3
Non-injury accidents-25
Dispatched calls-374
Criminal Reports-29
Service rendered-140
Medical assists-34
Animal complaints-39
Alarms-16
Citizen reports-57
Officer initiated activity-47
Follow up reports-39
Initial investigations-33
Other agency assists-26

Felony arrests-7
Misdemeanor arrests-34

**114 S. Campbell St.
Beloit, Kansas 67420**



**Ph. (785) 738-2203
Fax (785) 738-2759
Email: bpdchief@nckcn.com**

Chief Ryan Stocker

With the figures that I have provided to you in this quarterly report, the Police Department's activity has increased by over 50% compared to the last 2 years which I contribute to the new proactive approach every Police Department employee is now using.

After the approval of the last 2 Police Department Patrolman positions, the Beloit Police Department has now filled all open positions which have not been done for at least the last 8 years. All Police Department personnel are extremely excited to be at full staff and are very eager to make sure we continue to be at full staff for several years to come.

Again, I am hoping that the next quarterly Police report, we will have made the transfer over to the new and improved record management system.

As always, if you have any questions or comments feel free to contact me at any time.

Ryan Stocker
Chief of Police

ITEMS FOR COUNCIL DISCUSSION

DATE:

July 20, 2010

TITLE:

WORK SESSION DISCUSSION

DISCUSSION:

Items for discussion at your July 20, 2010 Work Session will include the following:

1. **North Campus Property:** The State of Kansas has been leasing ground on the North Campus for many years. The last renter had a one year contract that expired in June 2010. I recommend that the city bid this property with the understanding that the land could be sold for development purposes at a later date. This city attorney has written a draft of a lease agreement. A copy of that proposed agreement is enclosed.
2. **2011 Budget Review:** The city finance director and I have been working with city staff and the city auditor to produce the 2011 city budget. We will have a draft of the working budget at this meeting and we will have our annual budget hearing on August 17th.

Respectfully submitted,

Glenn Rodden
City Administrator

FARMING LEASE AGREEMENT

THIS AGREEMENT MADE THIS ____ day of _____, 2010, between the CITY OF BELOIT, KANSAS, hereinafter called "LESSOR", and _____ hereinafter called "LESSEE", WITNESSETH:

In consideration of the mutual agreements herein contained, Lessor hereby leases to Lessee, and Lessee hereby grants and leases, those certain tracts and areas located on the real estate described as follows, to wit:

Tract 1 consisting of approximately 30.6 acres:

A tract of land in the NW/4 of Section 4, T-7-S, R-7-W of the 6th P.M., in Mitchell County, Kansas, described as follows: Beginning at a point 192.3 feet South of the NE corner of NW/4 of said Section 4; thence Southerly 875 feet along the East line of the NW/4; thence Westerly 500 feet to the point 250 feet North of the South line of the NE/4 of the NW/4 of said Section 4; thence Northerly 156 feet; thence Westerly 250 feet; thence Southerly 125 feet; thence Westerly 531 feet to a point 125 feet North of the SW corner of NE/4 of the NW/4 of said Section 4; thence North along the North-South center line of the NW/4 1,063 feet to a point 49.4 feet South of the NW corner of the NE/4 of said NW/4 of said Section 4; thence Easterly along the Highway Right-of-Way line 625 feet to a point 62.5 feet south of the North line of said NW/4 of Section 4; thence Southerly 218 feet; thence Easterly 625 feet to the point of beginning.

Tract 2 consisting of approximately 12.6 acres:

A tract of land beginning at a point 490 feet North of the SW corner of SE/4 of the NW/4 of Section 4, T-7-S, R-7-W of the 6th P.M., in Mitchell County, Kansas; thence Northerly 313 feet along the North-South line of the NW/4; thence Westerly 437 feet; thence Northerly 500 feet to a point on the East-West center line of said NW/4; thence Easterly 937 feet along said center line of said NW/4; thence Southerly 500 feet; thence Westerly 98.7 feet; thence Southerly 375.3 feet; thence Westerly 312 feet to the point of beginning.

1. Ingress and Egress. Lessee ingress and egress to said tracts and areas upon the crop ground shall be as designated by Lessor, its agent or employees if any of the farmland is sold for economic development as hereinafter mentioned.

2. Term. The term of this Agreement shall be from _____, 20____

to _____, 20____, and for five (5) crop seasons commencing on _____, 20____ and ending following the harvest of the last crop in 20____. Tenants right of possession of crop ground shall terminate following the harvest of said last crop in said year. Provided, however, said term is further subject to the cancellation provisions hereinafter contained.

3. Rental. In consideration of leasing the aforesaid described real estate, Lessee agrees to pay Lessor \$_____ cash rent annually which rental payment shall be made on or before August 1, 201____, with a like amount to be paid on August 1 of each successive year through August _____, 20____.

4. Government Programs. The Lessee shall farm and plant crops on the leased premises in order to comply with all current programs of the United States Department of Agricultural as monitored by the local Farm Services Agency, and to protect and preserve the grain allotments on the leased farmland.

5. Farming Practices. Lessee shall perform the necessary work of completing the preparation of the soil, planting of crops and harvesting the same, utilizing good and acceptable farm practices and methods including control of bind weed, noxious weeds and insects at his expense, and shall not commit waste upon the lands.

6. Lessors Right to Enter. The Lessor, its agents or employees, shall have the right at any and all times to enter upon the premises, to inspect the crops, make surveys, test borings, and to do other work in connection with any future use of the cropground for economic development purposes. Lessor reserves the right to sell all or any part of the leased premises at any time, which may include the cessation or complete termination of the tenants agricultural operation, including cultivating the

land. In such event, the Lessee shall be reimbursed for any loss of crops by Lessor pursuant to and in accordance with the terms of reimbursement set forth in Paragraph 11. It is understood and agreed that the rights granted to the Lessee will not be exercised in any way which may interfere with the economic development of the crop ground.

7. Assignment. The Lessee shall not assign this agreement or any of his rights herein, or any of his rights to the growing crop or crops, nor shall he grant, give or permit any hunting rights or other privileges, without first obtaining the written consent of the Lessor.

8. Injuries or Damages. Lessor shall not be liable for injuries or damages to the Lessee, his employees, agents, guests, members of Lessees' family, or visitors, in or upon the premises covered by this agreement.

9. Termination. Upon the expiration of the term hereof, or its earlier termination as herein provided, Lessee agrees to remove any machinery or other personal property which they may have placed upon the premises, and in the event he shall fail to so remove such machinery or personal property, Lessor may remove the same without liability or charge therefor.

10. Erosion. Lessee agrees to take whatever precautions may be necessary, such as plowing, listing, springtoothing, or any other means deemed expedient to prevent wind erosion of the soil.

11. Cancellation on Economic Development. It is understood and agreed by the parties that if at any time the premises described herein are needed for economic development purposes, the Lessor may cancel this agreement, or reduce the amount of acreage hereinbefore set out, by giving ten (10) days notice in writing to Lessee, by registered mail, addressed to the Lessee at the address shown above, setting out Lessors intention to cancel, or to reduce the amount of acreage; and Lessor may then take possession of the recaptured land without penalty, except that Lessor agrees to reimburse Lessee in the following manner:

A. In the event Lessee's are unable to harvest any planted crop, Lessor shall deduct an amount of \$_____.00 per acre from rent due, based on amount of acres of recaptured land and if no crops have been planted on the recaptured acres Lessor shall reimburse Lessee expense incurred by Lessee in preparing the land for farming purposes, based upon the work actually done and of the average value as determined by publications of the State Extension Services. No consideration in this event shall be given to the possible yield or market value of the crop when harvested. In such event, no cash rent shall be charged for acres taken.

B. In the event any dispute shall arise between the parties concerning the amount to be paid by Lessor under A. above, each of the parties shall select an arbitrator and the two so selected shall select a third, and the three arbitrators shall then view the land and determine the amount to be paid under A. or B. above, as the case may be, and report their findings to the Lessor and the Lessee within ten (10) days after their appointment.

The decision of the arbitrators shall be final and binding upon the parties hereto, their heirs, administrators, the executors, devisees, successors and assigns. Compensation to arbitrators, if any, shall be paid by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF BELOIT, KANSAS,

Rebecca J. Koster, Mayor

ATTEST:

Kerry Benson, City Clerk

LESSOR

LESSEE