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CITY COUNCIL AGENDA

**Tuesday, September 7, 2010
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. 8/17/10 City Council Meeting Minutes
- B. Appropriations 9A
- C. Fire Department Personnel

6. ORDINANCES

None

7. RESOLUTIONS

- A. Resolution No. 21-2010 Mayor Appointments

8. CLOSED SESSION

- A. Attorney-Client Privileged Information

9. FORMAL ACTIONS

- A. FBO Contract
- B. Airport Hangar Leases
- C. State Energy Efficiency Program
- D. LKM Voting Delegates
- E. Nex-Tech Lease Agreement

10. ADJOURNMENT

WORK SESSION AGENDA

1. CORRESPONDENCE AND STAFF REPORTS

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

2. DISCUSSION ITEMS

- A) Project Financing Options
- B) Library

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
AUGUST 17, 2010

The Beloit City Council met in regular session on August 17, 2010 in the Council Chambers. Mayor Koster called the meeting to order at 7:00 p.m. City Council members in attendance were Frank Delka, Rick Brown, Pat Struble, Tom Naasz, Denis Shumate, Bob Richard, Matt Otte and James Crowley. Also present were City Administrator Glenn Rodden, City Attorney Harry Gantenbein, and Director of Finance/City Clerk Kerry Benson.

Department heads in attendance were Lynn Miller, Jerry Blass, Lloyd Littrell, and Murray McGee.

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

Mayor Koster reminded everyone that school would be starting shortly and to please watch out for the increased traffic, bicycles and children. She also announced that there was going to be another race on August 28 at the Solomon Valley Raceway.

Councilor Shumate thanked the Transportation Department for repairing the alley behind the post office.

City Administrator Rodden reported on a couple of issues including: 1. The dormitory project at North Campus is on hold until next school year. 2. Gerald Zimmer will be conducting an auction for the items at North Campus on Monday, September 13. 3. The League of Kansas Municipalities has been contacted about continuing the codification process. They will begin after the first of the year. 4. Attorney Gantenbein will have the airport hangar leases ready for consideration at the first meeting in September. 5. Expression of Interest forms are coming being submitted for people interested in serving on the Airport Advisory Board. 6. The K-14 Project is going well. 7. The transportation crews are working on Pine Street and when that project is complete, they will then start on Mill Street.

Jay Langley of Clubine and Rettele out of Salina was present to review the 2009 audit. He indicated that there were no budget or cash basis violations. He reviewed the various funds and answered questions.

Mayor Koster opened the public hearing for the 2011 Budget at 7:21 p.m. There were no comments from the public. The public hearing ended at 7:22 p.m.

The Consent Agenda consisted of the meeting minutes of August 3, 2010, and Appropriations 8B. A motion was made by Councilor Struble and seconded by Councilor Richard to approve the Consent Agenda in its entirety. Roll call vote: Yeas: Crowley, Delka, Brown, Struble, Richard, Shumate, Naasz and Otte. Nays: None.

A motion was made by Councilor Crowley seconded by Councilor Otte to approve Ordinance No. 2078 adopting the Standard Traffic Ordinance 2010 Edition. Roll call vote: Yeas: Crowley, Delka, Brown, Shumate, Struble, Richard, Otte and Naasz. Nays: None.

A motion was made by Councilor Crowley seconded by Councilor Delka to approve Ordinance No. 2079 adopting the Uniform Public Offense Code 2010 Edition. Roll call vote: Yeas: Crowley, Delka, Brown, Shumate, Struble, Richard, Otte and Naasz. Nays: None.

Staff is recommending that the council approve Resolution No. 19-2010 supporting a county-wide enterprise zone. The Kansas Enterprise Zone Program is designed to encourage businesses to create new jobs. A motion was made by Councilor Naasz seconded by Councilor Struble to approve Resolution No. 19-2010. Roll call vote: Yeas: Crowley, Delka, Brown, Struble, Richard, Otte, Shumate and Naasz. Nays: None.

A motion was made by Councilor Crowley seconded by Councilor Otte to approve Resolution 20-2010 ratifying the appointment of Craig Cousland to the Library Board. Roll call vote: Yeas: Crowley, Delka Brown, Struble, Richard, Otte, Shumate and Naasz. Nays: None.

The Mitchell County Fair Association is asking that the council approve a special event license for the races to be held at the Solomon Valley Raceway on Saturday, August 28 at the Mitchell County Fairgrounds. A motion was made by Councilor Richard seconded by Councilor Struble to approve the special event license. Motion passed 8-0

A motion to adjourn the Council meeting was made by Councilor Struble and seconded by Councilor Richard. Motion passed 8-0. The meeting ended at 7:37 p.m.

The work session began at 7:38 p.m. Present were Councilors Brown, Delka, Struble, Richard, Naasz, Crowley, Shumate, and Otte. Also present were Mayor Koster, City Administrator Rodden, City Attorney Gantenbein and City Clerk Kerry Benson.

The department heads present were Murray McGee, Lynn Miller, Jerry Blass and Lloyd Littrell.

The correspondence and staff reports included the minutes from the July Library Board meeting and the August Community Development Report.

The Contract for the FBO was briefly discussed. The governing body would like to see revisions made in the contract and brought back for consideration at a future meeting.

Administrator Rodden has received numerous complaints over the last few months regarding water quality issues. The water has been dirty and rusty in different areas of

town and staff has been trying to trouble shoot the problems. Different options will be explored by staff as well as funding for those options. More information will be brought back at a later date.

Verlin Kolman, representative of the Library Board was present to discuss the new library. He submitted a standalone option from a local contractor. He indicated that the Library Board would like to establish priorities at their September meeting. The October meeting would then be dedicated to establishing a timetable that includes a 3-step process of: 1. Develop a plan. 2. Finding available grants. 3. Money raising ideas.

Lynn Miller, Director of Parks and Recreation reported on the condition of the pool bathhouse and the need to replace it. This would have somewhat of a domino effect as if the bathhouse were replaced, that would in turn require a new filtration system. This project, along with the potential waterline replacement may be projects that could be funded by bonds. Staff will continue to research both projects and potential fund sources.

The work session adjourned at 9:01 p.m.

The regular meeting reconvened with Mayor Koster calling the meeting to order at 9:02 p.m. City Council members in attendance were Frank Delka, Rick Brown, Pat Struble, Tom Naasz, Denis Shumate, Bob Richard, Matt Otte and James Crowley.

A motion was made by Councilor Struble seconded by Councilor Richard to adopt the 2011 Budget. Motion carried 8-0.

A motion was made to adjourn the meeting by Councilor Otte seconded by Councilor Struble. Motion carried 8-0. The meeting ended at 9:08 p.m.

REBECCA KOSTER, Mayor

ATTEST:

KERRY BENSON, Director of Finance/City Clerk

Accounts Payable Detail Listing

City of Beloit

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
			<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
6	ABRAM READY-MIX									
43273		9/9/2010	9/9/2010		1,874.51			4202		Posted
			30-00-8100			3369			329.00	0.00
			30-00-8100			3365			541.75	0.00
			30-00-8200			3330			380.00	0.00
			30-00-8200			3129			380.00	0.00
			30-00-8200			3381			125.21	0.00
			30-00-8200			3327			118.55	0.00
									<u>1,874.51</u>	<u>0.00</u>
43283		9/9/2010	9/9/2010		468.49	3331		4264		Posted
			30-00-8400			5.5 CURB & GUTTER			468.49	0.00
767	AIRGAS MID SOUTH INC									
43355		9/9/2010	9/9/2010		46.68			4293		Posted
			10-15-7440			106138305 BOX OF GLASSES			38.90	0.00
			10-15-7440			106121967 SAFETY GLASSES			7.78	0.00
									<u>46.68</u>	<u>0.00</u>
1085	AMERICAN RED CROSS									
43366		9/9/2010	9/9/2010		60.00	974392		4346		Posted
			10-21-3000			SWIM LESSEN			60.00	0.00
813	AMERIPRIDE LINEN SERVICES									
43357		9/9/2010	9/9/2010		53.81	T703975		4288		Posted
			10-15-3000			LINEN RAGS			53.81	0.00
1124	APAC-KANSAS INC									
43284		9/9/2010	9/9/2010		1,147.98	8001075434		4266		Posted
			25-00-6160			QUARTZITE ROCK			1,147.98	0.00
43291		9/9/2010	9/9/2010		1,132.51	8001077344		4267		Posted
			25-00-6160			ROCK			1,132.51	0.00
43338		9/9/2010	9/9/2010		1,133.38	8001078841		4268		Posted
			25-00-6160			ROCK			1,133.38	0.00
43359		9/9/2010	9/9/2010		1,136.44	8001079388		4269		Posted
			25-00-6160			ROCK			1,136.44	0.00
63	BELL MEMORIALS LLC									
43309		9/9/2010	9/9/2010		152.90	4387		4073		Posted
			10-13-6000			K-9 EXPEDITIONS LETTERING			152.90	0.00
73	BELOIT JR SR HIGH SCHOOL									
43298		9/9/2010	9/9/2010		60.00	446112		3845		Posted
			10-11-5400			YEARBOOK AD			60.00	0.00
75	BELOIT MOTOR COMPANY									
43274		9/9/2010	9/9/2010		1,179.15	120051		4193		Posted
			53-43-4310			INSTRUMENT CLUSTER REPAIR			1,179.15	0.00
77	BELOIT READY MIX									
43368		9/9/2010	9/9/2010		448.03	290083		4465		Posted
			25-00-6160			ROCK HAULING TO AIRPORT			448.03	0.00
256	BRENNTAG SOUTHWEST INC									
43287		9/9/2010	9/9/2010		815.70	BSW210647		4811		Posted
			51-41-6170			2 DRUMS OF POLYMER			815.70	0.00
43288		9/9/2010	9/9/2010		858.00	BSW212828		4355		Posted
			51-41-6170			CYLINDER OF CHLORINE			858.00	0.00
1514	RAYMOND BUDKE									
43356		9/9/2010	9/9/2010		90.00	8/31/2010		4292		Posted
			10-15-2911			BOOT ALLOWANCE			90.00	0.00
1200	CHEMQUEST INC									
43354		9/9/2010	9/9/2010		2,547.00	1678		4358		Posted
			52-41-6170			POLYMER			2,547.00	0.00
2204	CHIEF STATE BOILER INSPECTOR									
43364		9/9/2010	9/9/2010		60.00	420210		4347		Posted
			10-18-3000			N CAMPUS			60.00	0.00
158	COMPUTER SOLUTIONS INC									
43344		9/9/2010	9/9/2010		159.00	128032		4279		Posted
			10-15-6000			EXTERNAL USB			159.00	0.00

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431	CONTINENTAL ANALYTICAL SERVICE (continued)							
43353	9/9/2010	9/9/2010	338.00	129677		4372		Posted
	52-41-3000			AUGUST INFLUENT/EFFLUENT			338.00	0.00
1913	CROP PRODUCTION SERVICES							
43367	9/9/2010	9/9/2010	59.99	211571		4343		Posted
	10-18-6170			MAD DOG PLUS			59.99	0.00
1497	DAVIS & ASSOCIATES POLYGRAPH, INC							
43307	9/9/2010	9/9/2010	925.00	10228		4071		Posted
	10-13-3300			PREEMPLOYMENT EXAMINATIONS			925.00	0.00
193	DOLLAR GENERAL STORE-MSC-410526							
43337	9/9/2010	9/9/2010	16.50	1487985		4341		Posted
	10-18-6000			CLEANING SUPPLIES			16.50	0.00
202	DOUGLAS PUMP SERVICE							
43299	9/9/2010	9/9/2010	673.09	100541		4810		Posted
	51-41-4360			#4 HIGH SERVICE PUMP			673.09	0.00
2200	JAY ECK							
43316	9/9/2010	9/9/2010	30.00	8/19/2010		4331		Posted
	10-17-6800			COED UMPIRE			30.00	0.00
556	FARMERS AND MERCHANTS BANK							
43281	9/9/2010	9/9/2010	30,505.06	WAPA-BL-10-08		4033		Posted
	53-41-6220			WAPA PROJECT DEMAND			30,505.06	0.00
231	SHAWN FEIK							
43271	9/9/2010	9/9/2010	90.00	8/14/2010		4201		Posted
	53-43-2911			BOOTS			90.00	0.00
387	FLEX ONE-AFLAC							
43375	9/9/2010	9/9/2010	115.00	287734ER		4472		Posted
	10-11-3000			FLEX BENEFITS			115.00	0.00
236	FOUTS INSURANCE AGENCY INC.							
43376	9/9/2010	9/9/2010	12,941.00	11686		4473		Posted
	10-18-5240			N CAMPUS			12,941.00	0.00
1858	SCHAEFER FRALEY							
43289	9/9/2010	9/9/2010	44.00	8/30/2010		4077		Ck# 64720 Printed
	10-13-5800			MEALS PER DIEM			44.00	0.00
43351	9/9/2010	9/9/2010	17.04	82553		4080		Posted
	10-15-5800			FUEL			17.04	0.00
241	KENDAL FRANCIS							
43276	9/9/2010	9/9/2010	15.00	8/19/2010		4327		Posted
	10-17-6800			COED UMPIRE			15.00	0.00
249	GANTENBEIN AND ODLE							
43369	9/9/2010	9/9/2010	6,877.03			4466		Posted
	10-12-3000			11811 GENERAL			3.83	0.00
	30-00-3000			11810 AIRPORT			213.38	0.00
	10-11-3000			11809 ADMINISTRATION			6,659.82	0.00
							6,877.03	0.00
262	GRAINGER CO							
43297	9/9/2010	9/9/2010	88.20	9326159424		4357		Posted
	52-41-4360			DAYTON DRUM PUMP			88.20	0.00
265	GREAT PLAINS LANDSCAPE							
43293	9/9/2010	9/9/2010	24.95	7083		4360		Posted
	51-41-6000			BERMUDA GRASS KILLER			24.95	0.00
2111	HOMMAN ELECTRONICS							
43305	9/9/2010	9/9/2010	394.00			4069		Posted
	10-13-4340			3619 INSTALL SYSTEM ON FORD			174.00	0.00
	10-13-4340			3599 WHELEN CORNER STROBE			81.00	0.00
	10-13-4340			3600 REMOVE & INSTALL			139.00	0.00
							394.00	0.00
312	WAYNE HUGGINS							
43268	9/9/2010	9/9/2010	15.00	645633		4192		Posted
	53-43-6000			CERT KEY FOR FORD			15.00	0.00

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1160	MID STATES ENERGY WORKS INC (continued)								
43343		9/9/2010	9/9/2010	437.40			4039		Posted
		53-41-3000			3035 USED SOCKETS			15.12	0.00
		53-41-3000			3032			422.28	0.00
								<u>437.40</u>	<u>0.00</u>
455	MIDWEST VALVE AND CONTROL								
43285		9/9/2010	9/9/2010	1,139.18	20101302		4822		Posted
		52-41-4360			8 AIR LIFT VALVES			1,139.18	0.00
2199	KYLIE MILLER								
43315		9/9/2010	9/9/2010	8.25	8/19/2010		4442		Posted
		10-11-5800			MILEAGE FOR ERRANDS			8.25	0.00
459	MISSISSIPPI LIME CO								
43292		9/9/2010	9/9/2010	4,097.21	918268		4348		Posted
		51-41-6170			LIME			4,097.21	0.00
1776	MISSOURI TURF PAINT								
43335		9/9/2010	9/9/2010	341.70	91237		4339		Posted
		10-17-6800			PAINT FOR BALL FIELDS			341.70	0.00
465	MITCHELL COUNTY HEALTH DEPARTMENT								
43370		9/9/2010	9/9/2010	70.00	3037		4467		Posted
		52-43-3000			HEP A/B COMBO			70.00	0.00
2196	MUNICIPAL CHEMICAL SUPPLY, LLC								
43269		9/9/2010	9/9/2010	929.50	113		4195		Posted
		52-43-8200			NATURAL LIFT			929.50	0.00
827	NETWORKS PLUS								
43278		9/9/2010	9/9/2010	1,279.00	82154		4334		Posted
		10-17-3000			N CAMPUS HEATING/COOLING CONTR			1,279.00	0.00
43308		9/9/2010	9/9/2010	265.00	82553		4072		Posted
		10-13-3360			SERVICE CONTRACT SEPT 2010			265.00	0.00
1391	NRG ENGINE SERVICES								
43294		9/9/2010	9/9/2010	732.22			4038		Posted
		53-41-4360			IN101602 PISTON STEM/GASKETS			153.15	0.00
		53-41-4360			IN101601			69.79	0.00
		53-41-4360			IN101603			509.28	0.00
								<u>732.22</u>	<u>0.00</u>
523	PEPSI COLA OF SALINA								
43275		9/9/2010	9/9/2010	74.60			4333		Posted
		10-21-6190			40855446			92.60	0.00
		10-21-6190			40855560			0.00	18.00
								<u>92.60</u>	<u>18.00</u>
527	PIERCE ELECTRONICS								
43303		9/9/2010	9/9/2010	177.62	24604		4035		Posted
		53-41-4360			NATURAL GAS SENSOR			177.62	0.00
2208	PITNEY BOWES								
43372		9/9/2010	9/9/2010	148.00	3848488-AU10		4469		Posted
		10-11-3000			RENTAL CHARGES			148.00	0.00
1263	PRAIRE FIRE COFFEE ROASTERS								
43347		9/9/2010	9/9/2010	32.90	219789		4274		Posted
		10-15-6000			BEVERAGES			32.90	0.00
2124	PRESTO-X								
43277		9/9/2010	9/9/2010	64.20	7693660		4325		Posted
		10-18-3000			SPRAY DAY CARE N CAMPUS			64.20	0.00
2036	GLENN RODDEN								
43296		9/9/2010	9/9/2010	300.00	8/27/2010		4454		Posted
		10-11-5800			MILEAGE			300.00	0.00
488	SCHWAB EATON BELOIT								
43279		9/9/2010	9/9/2010	139.50	10.B001		4190		Posted
		52-43-8200			SEWER OPTIONS FOR MATOUS			139.50	0.00

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<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>					<u>Debit</u>	<u>Credit</u>
	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>				
600 SELLERS EQUIPMENT INC (continued)								
43348	9/9/2010	9/9/2010	410.40	06638		4273		Posted
	25-00-6000			SWEeper PARTS			410.40	0.00
1991 SIMPSON FARM ENTERPRISES								
43352	9/9/2010	9/9/2010	34.68	4026		4371		Posted
	52-41-4360			TUBING			34.68	0.00
640 ST JOHN'S HIGH SCHOOL								
43290	9/9/2010	9/9/2010	70.00	8/30/10		3846		Posted
	10-11-5400			1/4 PAGE AD IN YEARBOOK			70.00	0.00
1669 THE PERFECT PAIR								
43374	9/9/2010	9/9/2010	22.00	252		4471		Posted
	10-15-6000			FLOWERS FOR M HAEFFLE			22.00	0.00
673 THOMPSON OK TIRE COMPANY								
43270	9/9/2010	9/9/2010	18.00	1-21161		4197		Posted
	51-43-6140			TIRE REPAIRS			18.00	0.00
43306	9/9/2010	9/9/2010	540.48			4070		Posted
	10-13-4310			1-21550			12.00	0.00
	10-13-4310			1-18076			492.48	0.00
	10-13-4310			1-21735			36.00	0.00
							540.48	0.00
43336	9/9/2010	9/9/2010	949.39			4340		Posted
	10-20-6140			1-21419 BACKHOE TIRE REPAIR			66.67	0.00
	10-18-6140			1-22512 TIRE & ALLIGHMENT			882.72	0.00
							949.39	0.00
43358	9/9/2010	9/9/2010	179.62			4285		Posted
	10-15-6140			1-21559 TIRES			119.82	0.00
	10-15-6140			1-21740			47.80	0.00
	10-15-6140			1-22270			12.00	0.00
							179.62	0.00
1533 ULTRA CLEAN CAR WASH								
43304	9/9/2010	9/9/2010	97.74	7/31/2010		4068		Posted
	10-13-4310			CAR WASHES FOR JULY 2010			97.74	0.00
1887 UMB BANK-KMEA GRDA FUND								
43301	9/9/2010	9/9/2010	156,201.84	GRDA-BE-10-09		4034		Posted
	53-41-6220			GRDA-BE-10-09			156,201.84	0.00
822 USA BLUE BOOK								
43286	9/9/2010	9/9/2010	64.68	212151		4353		Posted
	52-41-6000			SCRUB BRUSH			64.68	0.00
410 UTILITIES								
43272	9/9/2010	9/9/2010	1,814.54	8/31/2010		2602		Posted
	10-13-6220			CITY SHARE			863.06	0.00
	10-13-6220			CITY SHARE			918.69	0.00
	10-13-6220			CITY SHARE			32.79	0.00
							1,814.54	0.00
2207 VALLEY VETERINARIAN SUPPLY								
43361	9/9/2010	9/9/2010	81.48	3393553		4361		Posted
	52-41-6000			FLY SPRAY			81.48	0.00
2192 VANCE BROTHERS								
43321	9/9/2010	9/9/2010	14,744.80	ZL36725		4271		Posted
	25-00-6090			ROAD OIL			14,744.80	0.00
2205 BRYAN VOLKEL								
43363	9/9/2010	9/9/2010	138.39	9/1/10		4081		Posted
	10-13-2911			PDQ EMERGENCY PRODUCTS			138.39	0.00
722 WATTS AND SON								
43342	9/9/2010	9/9/2010	76.05	840		4040		Posted
	53-41-4300			A/C REPAIR			76.05	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>
722 WATTS AND SON (continued)								
43365	9/9/2010	9/9/2010	1,643.00			4344		Posted
	10-18-4300		847				256.95	0.00
	10-18-4300		856				75.00	0.00
	10-18-4300		881				316.90	0.00
	10-18-4300		891				105.40	0.00
	10-18-4300		924 N CAMPUS				888.75	0.00
							<u>1,643.00</u>	<u>0.00</u>
2202 BOB WEGNER								
43318	9/9/2010	9/9/2010	45.00	8/19/2010		4328		Posted
	10-17-6800			COED UMPIRE			45.00	0.00
2203 WHEAT FIELDS FLORAL								
43319	9/9/2010	9/9/2010	25.00	40		4456		Posted
	10-15-6000			FLORAL ARRANGEMENT M HAEFFELE			25.00	0.00
746 WICHITA STATE UNIVERSITY-HUGO WALL								
43280	9/9/2010	9/9/2010	280.00	4		3844		Posted
	10-11-2400			MMC ACADEMY REGISTRATION			280.00	0.00
1035 BRUCE WILSON								
43371	9/9/2010	9/9/2010	180.00	8/16/2010		4468		Posted
	10-11-3000			BANK RECONCILIATION			180.00	0.00
758 ZEP SALES AND SERVICE								
43340	9/9/2010	9/9/2010	122.03	50677221		4042		Posted
	53-41-6000			ZEB INSECT REPELLANT			122.03	0.00
			<u>358,833.53</u>	92 Non-voided payables listed.				

Report Setup
 AP - Accounts Payable Listing : Vendor Name
 Filter Options
 Starting: 9/9/2010
 Ending: 9/9/2010
 Banks: All
 Payable Status: Posted, Printed, ACH, Recorded, Voided
 All Vendors Selected

Beloit Fire Department

(SINCE 1887)

Beloit City Council
119 N. Hersey
Beloit, KS. 67420

August 30, 2010

Dear Council

The Beloit Fire Department has approved the application of Jake Krone to be firefighter. Jake is a life long resident of Beloit. The fire department asks your approval of this new member.



Steve Rugg
Fire Chief

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
September 7, 2010	RESOLUTION NO. 21-2010 MAYOR APPOINTMENTS
ORIGINATING DEPARTMENT:	TYPE OF ACTION: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION
Administration	<input type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

Resolution 21-2010 Ratification of Mayor's Appointments of Officers and Members of Boards and Commissions is attached.

FISCAL NOTE:

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

DISCUSSION:

There are currently two vacancies on the Tree Board. Mayor Koster is recommending that Scott Chapman and Dan Reling fill the vacant positions.

Article 3 of the City Code specifies that the Mayor shall appoint these positions, by and with the consent of the council. Therefore, Resolution 21-2010 Ratification of Mayor's Appointments of Officers and Members of Boards and Commissions is attached.

Respectfully submitted,

Glenn Rodden
City Administrator

RESOLUTION NO. 21-2010

**THE CITY COUNCIL OF THE CITY OF БЕЛОIT
CONFIRMING CITY OFFICER APPOINTMENT**

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

WHEREAS, the appointments should be made for the Tree Board pursuant to the Municipal Code; and

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

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

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

1. Tree Board – Scott Chapman
2. Tree Board – Dan Reling

PASSED AND ADOPTED at a regular meeting of the Governing Body of the City of Beloit and signed by the Mayor this 7th day of September, 2010.

Rebecca Koster, Mayor

ATTEST:

Kerry Benson, Director of Finance/City Clerk



REQUEST FOR COUNCIL ACTION

DATE:	TITLE:		
September 7, 2010	FBO CONTRACT		
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 City Council approve the attached contract with Travis Lattin to continue as the Beloit Airport Fixed Base Operator.

FISCAL NOTE:

- Travis is currently paid \$900.00 per month to be the FBO. A survey of similar airports in Kansas shows that the average FBO salary is \$991.67 per month. Therefore, I support increasing the FBO's compensation to \$1,000 per month under this contract.

DISCUSSION:

This is a five year agreement differs little from the previous contract. The duties and responsibilities of the FBO are outlined in section five.

Respectfully submitted,

Glenn Rodden
City Administrator

FIXED BASE OPERATION CONTRACT

THIS CONTRACT made, effective as of the 7th day of September, 2010, by and between the City of Beloit, Kansas, a municipal corporation, hereinafter referred to as “City”, and Travis W. Lattin, second parties, hereinafter referred to as “Operator”.

The parties agree as follows:

SECTION ONE FIXED BASE OPERATION

The City appoints the Operator as Operator of the Moritz Memorial Airport and the Operator accepts the position of Operator of the Moritz Memorial Airport.

SECTION TWO TERM

This Fixed Base Operation Contract shall continue for a period of five years beginning on September 1, 2010, and terminating on August 31, 2015, unless sooner terminated as provided in this Contract. This Contract shall automatically renew for like terms unless either parties notify the other in writing on or before 180 days prior to the expiration of this Contract or any extended term thereof.

SECTION THREE PAYMENT

For and in consideration of the services of Operator to the Moritz Memorial Airport, the City agrees to pay the Operator the sum of \$____.00 per month during the term of this Contract. The payment for services shall be subject to the same cost of living increase as the other employees of the City as determined by the governing body.

SECTION FOUR
RENTAL PAYMENTS

During the term of this Contract the Operator shall have the authority to rent space in the City's three (3) Hangar buildings for aircraft storage and retain such rental fees.

SECTION FIVE
MANAGEMENT AND RIGHTS OF OPERATOR

1. During the term of this Contract, Operator shall provide pilot services and flight training services and shall have the exclusive management of the airport including authority to regulate all activities that take place on the airport premises, subject to the terms of Section Eight, except as herein otherwise provided, and as such, shall have the right to:

- a. Take off, land, fly, taxi, tow, park, load and unload their aircraft and other equipment used in the operation of the airport.
- b. Load and unload persons, cargo and property.
- c. Repair, maintain, condition, service, test, park, or store aircraft or other equipment.
- d. Service aircraft and other equipment with gasoline, oil, grease, lubricants and sell other fuel or propellant. The City agrees to grant and make available to the Operators for their use, without charge, the existing storage and delivery gasoline fueling system.
- e. Install, maintain and operate without cost to the City, such radio communication and navigation systems or equipment as in the discretion of the Operators they deem necessary and advisable, except in addition to present furniture and equipment now owned by the City to be used for the benefit of the Operator, the City agrees at its expense, to furnish and maintain a base unit radio.

f. Operate and maintain a flying school, including ground school for training of aircraft pilots and airplane mechanics.

g. Perform maintenance, repairs and overhaul of aircraft including aircraft services and inspection.

h. Conduct any other operation or activity that is reasonably necessary for the operation of Moritz Memorial Airport, except the City agrees that the Operator may continue private seasonal spraying work for others which lasts approximately six (6) months and is mostly done before 9:00 a.m. or after 5:00 p.m. each day except for busy spraying seasonal time for the months of July and August which will require his time after 9:00 a.m. or before 5:00 p.m. and in such case, Operator will hire, at his expense, a part-time worker to assist in Operator's responsibilities under the terms of this Contract.

2. The Operator shall be entitled to all income and likewise, is liable for all expenses associated with management duties and rights herein specified by this Section.

SECTION SIX MAINTENANCE, ET AL

1. The City shall, at all times, keep and maintain airport buildings, airport lighting system, the airport runways, taxi and parking areas, free and clear of any accumulation of dirt, debris, snow or other matter tending to interfere with their safe and proper use and shall pay all utility expenses required to operate the same.

2. The City shall, at all times, keep the airport premises mowed and maintained.

SECTION SEVEN FUEL PURCHASES AND SALES

Operator shall be entitled to all profits of said fuel purchased by the City. All additional

aviation fuel purchases and delivery shall be the responsibility of the Operator and Operator shall be entitled to all profits thereof. Upon termination of this Contract, Operator shall purchase aviation fuel to fill the fuel tank in a like quantity as the City purchased at the beginning of the Contract period.

SECTION EIGHT COMPLIANCE WITH LAWS AND ACTIVITIES STANDARDS

1. The Operator for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Contract for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Operator shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The Operator for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Operator shall use the premises in compliance with all other requirements imposed by or

pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

3. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended, and the Operator reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.

4. Operator agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, that Operator may make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

5. City reserves the right (but shall not be obligated to Operator) to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Operator in this regard.

6. City reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of Operator, and without interferences or hindrance.

7. City reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Operator from erecting, or permitting to be erected, any building or other structure on the airport which in the opinion of the City would limit the usefulness of the airport or constitute a hazard to aircraft.

8. During time of war or national emergency City shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing

area, the publicly-owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

9. It is understood and agreed that the rights granted by this Contract will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.

10. There is hereby reserved to City, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the airport.

11. The Contract shall become subordinate to provisions of any existing or future agreement between the City and the United States of America or any agency thereof relative to the operation, development, or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

SECTION NINE INSURANCE

During the term of this Contract, including any extended term thereof, Operator shall procure and maintain in force insurance against liability for bodily injury and property damage for the business activities of the Operator and the Operator's activities thereon in minimum amounts as follows:

One Million Dollars (\$1,000,000.00)

The City shall be furnished with Certificate of Insurance on all insurance policies obtained by the Operator in compliance with this requirement. Operator agrees to notify the City in writing as to any amendment to or cancellation of such policies.

SECTION TEN
INDEMNIFICATION OF OPERATOR

Operator agrees to indemnify City against all liability for injuries to persons or damage to property caused by Operator's negligent use of occupancy of the premises; provided, however, that Operator shall not be liable for any injury, damage, or loss occasioned by the negligence of City or its agents or employees.

SECTION ELEVEN
LEASE RESERVATIONS

During the term of this Contract, the City reserves all airplane ground leases and annual leases of hay and crop ground, including all revenues generated from said leases.

SECTION TWELVE
ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Contract shall not be binding on either party except to the extent incorporated in this Contract.

SECTION THIRTEEN
MODIFICATION OF CONTRACT

Any modification of this Contract of additional obligation assumed by either party in connection with this Contract shall be binding only if in writing signed by each party or an authorized representative of each party.

SECTION FOURTEEN
ASSIGNMENT OF RIGHTS

The rights of each party under this Contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

IN WITNESS WHEREOF, each party to this Contract has caused it to be executed at Beloit, Mitchell County, Kansas, on the date indicated below.

The City of Beloit, Kansas

By _____
Rebecca J. Koster, Mayor
"CITY"

ATTEST:

Kerry Benson, City Clerk

Travis W. Lattin
"OPERATOR"

Dated this ____ day of September, 2010.

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
September 7, 2010	AIRPORT HANGAR LEASES
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 City Council approve the enclosed airport hangar leases.

FISCAL NOTE:

The City of Beloit will collect a small amount of rent from each lease-holder at the airport.

DISCUSSION:

The airport advisory board debated these lease agreements for months, but board members could not agree on what should or should not be included in the lease agreements. Therefore, the city attorney and I took over the process and wrote the leases included in this packet. The council needs to approve these leases because many of our current tenants have leases that expired years ago. The rent paid by each lease-holder is based on a per-foot formula that is fair to all parties involved. Please keep in mind that the city is charging rent only for the ground that each hangar sits on and not the hangar itself.

Respectfully submitted,

Glenn Rodden
City Administrator

HANGAR LEASE AGREEMENT
(Services to Public Allowed)

THIS HANGAR LEASE AGREEMENT (Agreement), made and entered into as of the _____ day of June, 2011, by and between the CITY OF BELOIT, KANSAS, a municipal corporation, (City), hereinafter referred to as Lessor, and Boettcher Aerial Spraying, (Tenant), hereinafter referred to as Lessee.

WITNESSETH, the purpose of this lease instrument is to confirm subsisting lease agreements between the parties, where applicable, or to express a new agreement between the parties, all for the purpose of achieved satisfactory requisites of state and federal regulations incident to the operation and management of the Moritz Memorial Airport; and

FURTHER WITNESSETH, that Lessee either owns or intends to construct a building on real estate owned by the City of Beloit, and Lessor leases to the Lessee, to-wit:

Article 1. Exclusive Use of Premises

1. Lessor hereby leases and rents the premises Site No. 3 as shown on the attached diagram marked Exhibit "A" and a 165' x 73' ground area used to fill airplanes with chemicals as shown on the attached diagram marked Exhibit "A".

Article 2. Rental

1. Lessee shall pay to Lessor as rental for said premises the sum of \$1,224.00 per year, payable in advance, commencing on the 1st day of June, 2011, and on the 1st day of each June thereafter during the term of this lease. Lessee shall be in default, as provided in Article 9, if any annual rental payment has not been delivered to or received by Lessor within ten (10) days of the date on which it is due. In the event Lessee has failed to pay the rent and other monies due to Lessor before the date due, Lessee shall owe, as additional rent, a late charge equal to one and one-half percent (1½ %) of all money due and owing, in addition to any other remedy available to Lessor by reason of such default.

Article 3. Term

1. The term of this lease shall be a period of five (5) years commencing June 1, 2011, and terminating on the 31st day of May, 2016.

2. At the end of such term, this lease shall expire unless the parties have, prior to that time, entered into an agreement in writing to the contrary.

Article 4. Option to Renew

1. In the event Lessee has fully performed all the provisions of this lease required of it, this lease shall automatically renew for an additional five year term following the primary term hereof;

unless either party notifies the other 90 days prior to the end of any term or extended term thereof of their desire to not renew.

2. The rental fees for any renewal term shall be equal to the amount which is annually determined by Lessor which Lessee is occupying or the then expiring rental fee of this current agreement, whichever is greater. The increases or decreases in the rental fees resulting therefrom will be effective as of the commencement of the renewal term.

3. Except of the rental rate, all agreements and conditions in this lease shall have the same force and effect for each renewal term as for the original term unless the parties otherwise agree in writing.

Article 5. Lessee's Covenants

1. Lessee hereby agrees to comply with the following agreements:

a. To use the hangar only to house aircraft along with any necessary aircraft parts and support equipment associated with the aircraft. Such aircraft to be airworthy, or actively being repaired or assembled with the intent on becoming airworthy, except Lessee may use no more than an aggregate of 50% of the total square footage of the leased hangar for non-related items other than aircraft related items, provided such non-related items comply with all the provisions and restrictions contained herein. Except Boettcher's has five years to remove lawnmowers being stored on the premises.

b. To store no gasoline, explosives or flammable materials in the hangar, or any other hazardous material or substance, including any such items that violates applicable building codes, fire codes or Airport Rules and Regulations.

c. To not use in the hangar, under any circumstances, while the hangar is occupied or unoccupied, any space heater, including engine pre-heaters, either electric, kerosene, or of any other type, except those which are approved/allowed by the FAA, Underwriters Laboratories, and local fire and building codes.

d. To not conduct repairs or maintenance on any aircraft which exceeds the provisions and/or restrictions of any appropriate Federal Aviation Regulation (FAR), provided, also, that no business activities shall be conducted in any hangar.

e. Lessee shall comply with all statutes, ordinances, and other governmental regulations. All activities conducted on the leased premises, or any other activities conducted by Lessee on or about the Airport shall conform with acceptable safety standards. Applicable FAA standards, and local building and fire codes shall be used as a guide.

f. Lessee agrees to provide a key to Lessee's hangar to Lessor so that in the event of an emergency situation, Lessor can enter the Lessee's hangar to deal with such emergency.

Article 6. Utilities and Maintenance

1. Lessee shall be responsible for the installation of, and service charges for, all utilities. Utility installations shall comply with all applicable ordinance and code requirements of City. Only one (1) meter per hangar shall be allowed.

2. Lessors shall mow the area around each site described in Article 1 and remove snow from in front of the hangars located thereon.

Article 7. Renter's Insurance

1. At all times Lessee occupies the premises Lessee shall maintain comprehensive general liability insurance, with liability limits no less than One million dollars (\$1,000,000.00) insuring the Lessee against claims for injury, wrongful death or property damage occurring on the rented premises. Lessor provides no coverage for Lessee's property stored on the premises and any insurance and/or loss incurred will be the sole responsibility of Lessee. Lessee shall provide a certificate of coverage to comply with this section naming Lessor as secondary insured.

Article 8. Inspections

1. Lessor reserves the right to make periodic inspection of the premises and, should any fire hazards, nuisances or other objectionable conditions exist upon the premises herein leased or subject to the control of Lessee, then Lessee agrees to abate the same within ten (10) days after receiving written notice thereof as specified in Article 9 regarding a breach of agreement.

Article 9. Forfeiture and Termination

This Lease shall terminate:

1. Automatically at the expiration of its original or any renewal term.

2. Should Lessee fail to make any payment required hereunder within ten (10) days of its due date, or should Lessee fail to remedy any other condition or event of default of this Lease within ten (10) days of service by Lessor of a written notification specifying the nature of Lessee's default or breach and stating that the Lease shall terminate automatically on the date specified in the notice unless such breach has been cured by such date.

3. Should such termination occur prior to the expiration of this Lease, Lessor may then, at its option, declare forfeiture and termination of this Lease, and shall have the right to reenter and take possession of the premises as in peaceable entry and forcible detainer, and to lease the same to another tenant(s); provided, however, that such forfeiture, termination and reentry shall in no event relieve or release Lessee, its subleases or assigns, from its or their respective obligations to pay rent

hereunder, except that Lessee shall receive credit for any net rent (after reduction for the costs and expenses of Lessor in re-letting the premises) received by Lessor in the event said premises or any portion thereof are leased to another tenant(s) during the unexpired portion of the then current term. Lessor's failure to exercise such rights on any breach shall not prevent the exercise of such rights upon a subsequent breach. All rights and remedies provided herein are cumulative, and all or any of them may be used to collect rent, damages and possession.

Article 10. Surrender of Premises

1. Upon the expiration of the term herein provided or any prior termination, Lessee shall surrender quiet and peaceful possession of the leased premises to Lessor in as good condition as the same now are, reasonable wear and tear expected. Lessee shall remove its property and equipment from the premises and shall at its own expense, repair and restore any damage caused by the removal of such property and equipment. In the event Lessee continues to occupy the premises beyond termination date, whether with or without the consent of Lessor, Lessee shall have continuing responsibility and liability to Lessor for the rental value of the leased premises and the improvements thereon during such additional time at the full, fair rental rate then in effect, although in no event less than the amount of the last applicable rental rate under this Lease.

2. Any personal property of Lessee which is not removed from the premises on or before the termination date shall be deemed abandoned and title thereto shall thereupon vest in Lessor.

3. **Exception.** As an exception to the foregoing, Lessee shall have up to sixty (60) days following the expiration of the lease term in order to remove its machinery, equipment, and property from the leased premises; provided, however, that Lessee shall be responsible for paying the then applicable monthly rent for each calendar month in which Lessee's property remains upon the leased premises. At the end of such sixty (60) day period, any such machinery, equipment or other property of Lessee continuing to remain on the property shall be deemed to be abandoned and shall be and become the property of Lessor. As provided in Article 12, within an additional 60 days, Lessee shall have the right to remove the hangar from the premises, unless Lessee elects to sell the hangar, renew, sublease or assign the lease. Failure to remove or sell the hangar, renew, sublease or assign the lease within the additional 60 days will result in the abandonment of the hangar to the Lessor.

Article 11. Modifications for Granting FAA Funds

1. In the event that the Federal Aviation Administration requires modifications or changes to this agreement as a condition precedent to granting of funds for the improvement of the Airport, Lessee agrees to consent to such reasonable amendments, modification, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required to enable Lessor to obtain said Federal Aviation Administration funds, provided that in no event shall such changes materially impair the rights of Lessee hereunder or materially increase its obligations.

Article 12. Mutual Agreements of the Parties

It is further mutually agreed by Lessor and Lessee:

1. Lessee shall have exclusive use of the hangar site and the non-exclusive use of the runways of Moritz Memorial Airport for take-offs and landings of airplanes and the privilege to purchase gasoline, oil and other like products.

2. Lessee shall not sublease or assign this lease without the written consent of Lessor; further, written notice shall be given to the Lessor of any sale of the hangar comprehended by the Lessee during the term thereof if Lessee is the owner of the hangar located on the site above mentioned.

3. Lessee may remove the hangar if owned by Lessee from the leased premises at the end of this lease. Lessee agrees to keep said premises in a clean and presentable condition, and further, not to use or allow the use of said premises for any other purpose than herein stated and in conformity to all Federal and State airport laws and regulations.

4. Lessor reserves the right (but shall not be obligated to Lessee) to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.

5. Lessor reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance.

6. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected any building or other structure on the airport which in the opinion of the Lessor would limit the usefulness of the airport or constitute a hazard to aircraft.

7. During time of war or national emergency Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

8. It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.

9. There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or

flight in the air, using said airspace or landing at, taking off from, or operating on or about the airport.

10. The lease shall become subordinate to provisions of any existing or future agreement between the Lessor and the United States of America or any agency thereof relative to the operation, development, or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

11. In the event Lessee shall violate any of the terms and conditions of this lease, and shall fail after 30 days notice in writing from the Lessor to rectify such violation, Lessor may, at its option, declare this lease canceled and terminated and shall be entitled to immediate possession of the leased premises without adjustment to any un-used rent.

12. Lessor reserves the right to enter upon the leased premises at any reasonable time for the purpose of making any inspection it may deem expedient.

13. Both parties reserve the right to cancel this lease at the end of any term upon giving the other party a 30 day written notice of intention to cancel prior to the end of the primary term or any extended term as herein provided. When neither party shall have given such written notice, this lease agreement shall be deemed automatically renewed for a like 5 year period for the same cash rent, payable in advance, provided, however said cash rental shall be subject to negotiation at the request of either, or both, parties, which negotiation shall be done prior to the right of the parties to give written notice of intent to cancel.

14. At the expiration or termination of this lease, the Lessee agrees that it will give peaceful possession of the leased premises in as good condition as they now are, ordinary wear and tear excepted.

15. If Lessee has entered into a prior agreement with Lessor allowing Lessee to construct a hangar building on the premises owned by Lessor said prior agreement as it relates to said hangar building and Lessee's right to remove the building from the leased premises at the termination of this lease is incorporated herein by reference and made a part hereof as if in full herein set out.

16. This agreement shall extend to and be binding upon the heirs, executors, administrators, trustees, receivers, and assigns of the parties hereto.

17. The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or

pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

18. It is hereby agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 308 of the Federal Aviation Act of 1958, as amended, and the Lessor reserves the right to grant to others the privilege and right of conducting any one or all activities of the aeronautical nature.

19. Lessee agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, that Lessee may make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

20. Lessee may remove the hangar if owned by Lessee from the leased premises at the end of this lease. Lessee agrees to keep said premises in a clean and presentable condition, and further, not to use or allow the use of said premises for any other purpose than herein stated and in conformity to all Federal and State airport laws and regulations.

21. During time of war or national emergency Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

Article 13. Invalid Provisions

1. It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either Lessor or Lessee in their respective rights and obligations contained in the valid covenants, conditions or provision in this agreement.

IN WITNESS WHEREOF the parties have executed the Hangar Lease Agreement the day and year first above written.

Lessee:

Boettcher Aerial Spraying

Lessor:

CITY OF BELOIT, KANSAS

By _____
Rebecca J. Koster, Mayor

ATTEST:

Kerry L. Benson, City Clerk

HANGAR LEASE AGREEMENT
(Services to Public Allowed)

THIS HANGAR LEASE AGREEMENT (Agreement), made and entered into as of the _____ day of June, 2011, by and between the CITY OF BELOIT, KANSAS, a municipal corporation, (City), hereinafter referred to as Lessor, and James R. Rome, (Tenant), hereinafter referred to as Lessee.

WITNESSETH, the purpose of this lease instrument is to confirm subsisting lease agreements between the parties, where applicable, or to express a new agreement between the parties, all for the purpose of achieved satisfactory requisites of state and federal regulations incident to the operation and management of the Moritz Memorial Airport; and

FURTHER WITNESSETH, that Lessee either owns or intends to construct a building on real estate owned by the City of Beloit, and Lessor leases to the Lessee, to-wit:

Article 1. Exclusive Use of Premises

1. Lessor hereby leases and rents the premises Site No. 6 as shown on the attached diagram marked Exhibit "A" and a 70' x 70' ground area used to fill airplanes with chemicals as shown on the attached diagram marked Exhibit "A".

Article 2. Rental

1. Lessee shall pay to Lessor as rental for said premises the sum of \$540.00 per year, payable in advance, commencing on the 1st day of June, 2011, and on the 1st day of each June thereafter during the term of this lease. Lessee shall be in default, as provided in Article 9, if any annual rental payment has not been delivered to or received by Lessor within ten (10) days of the date on which it is due. In the event Lessee has failed to pay the rent and other monies due to Lessor before the date due, Lessee shall owe, as additional rent, a late charge equal to one and one-half percent (1½%) of all money due and owing, in addition to any other remedy available to Lessor by reason of such default.

Article 3. Term

1. The term of this lease shall be a period of five (5) years commencing June 1, 2011, and terminating on the 31st day of May, 2016.

2. At the end of such term, this lease shall expire unless the parties have, prior to that time, entered into an agreement in writing to the contrary.

Article 4. Option to Renew

1. In the event Lessee has fully performed all the provisions of this lease required of it, this lease shall automatically renew for an additional five year term following the primary term hereof;

unless either party notifies the other 90 days prior to the end of any term or extended term thereof of their desire to not renew.

2. The rental fees for any renewal term shall be equal to the amount which is annually determined by Lessor which Lessee is occupying or the then expiring rental fee of this current agreement, whichever is greater. The increases or decreases in the rental fees resulting therefrom will be effective as of the commencement of the renewal term.

3. Except of the rental rate, all agreements and conditions in this lease shall have the same force and effect for each renewal term as for the original term unless the parties otherwise agree in writing.

Article 5. Lessee's Covenants

1. Lessee hereby agrees to comply with the following agreements:

a. To use the hangar only to house aircraft along with any necessary aircraft parts and support equipment associated with the aircraft. Such aircraft to be airworthy, or actively being repaired or assembled with the intent on becoming airworthy, except Lessee may use no more than an aggregate of 50 % of the total square footage of the leased hangar for non-related items other than aircraft related items, provided such non-related items comply with all the provisions and restrictions contained herein.

b. To store no gasoline, explosives or flammable materials in the hangar, or any other hazardous material or substance, including any such items that violates applicable building codes, fire codes or Airport Rules and Regulations.

c. To not use in the hangar, under any circumstances, while the hangar is occupied or unoccupied, any space heater, including engine pre-heaters, either electric, kerosene, or of any other type, except those which are approved/allowed by the FAA, Underwriters Laboratories, and local fire and building codes.

d. To not conduct repairs or maintenance on any aircraft which exceeds the provisions and/or restrictions of any appropriate Federal Aviation Regulation (FAR), provided, also, that no business activities shall be conducted in any hangar.

e. Lessee shall comply with all statutes, ordinances, and other governmental regulations. All activities conducted on the leased premises, or any other activities conducted by Lessee on or about the Airport shall conform with acceptable safety standards. Applicable FAA standards, and local building and fire codes shall be used as a guide.

f. Lessee agrees to provide a key to Lessee's hangar to Lessor so that in the event of

an emergency situation, Lessor can enter the Lessee's hangar to deal with such emergency.

Article 6. Utilities and Maintenance

1. Lessee shall be responsible for the installation of, and service charges for, all utilities. Utility installations shall comply with all applicable ordinance and code requirements of City. Only one (1) meter per hangar shall be allowed.

2. Lessors shall mow the area around each site described in Article 1 and remove snow from in front of the hangars located thereon.

Article 7. Renter's Insurance

1. At all times Lessee occupies the premises Lessee shall maintain comprehensive general liability insurance, with liability limits no less than One million dollars (\$1,000,000.00) insuring the Lessee against claims for injury, wrongful death or property damage occurring on the rented premises. Lessor provides no coverage for Lessee's property stored on the premises and any insurance and/or loss incurred will be the sole responsibility of Lessee. Lessee shall provide a certificate of coverage to comply with this section naming Lessor as secondary insured.

Article 8. Inspections

1. Lessor reserves the right to make periodic inspection of the premises and, should any fire hazards, nuisances or other objectionable conditions exist upon the premises herein leased or subject to the control of Lessee, then Lessee agrees to abate the same within ten (10) days after receiving written notice thereof as specified in Article 9 regarding a breach of agreement.

Article 9. Forfeiture and Termination

This Lease shall terminate:

1. Automatically at the expiration of its original or any renewal term.
2. Should Lessee fail to make any payment required hereunder within ten (10) days of its due date, or should Lessee fail to remedy any other condition or event of default of this Lease within ten (10) days of service by Lessor of a written notification specifying the nature of Lessee's default or breach and stating that the Lease shall terminate automatically on the date specified in the notice unless such breach has been cured by such date.

3. Should such termination occur prior to the expiration of this Lease, Lessor may then, at its option, declare forfeiture and termination of this Lease, and shall have the right to reenter and take possession of the premises as in peaceable entry and forcible detainer, and to lease the same to another tenant(s); provided, however, that such forfeiture, termination and reentry shall in no event relieve or release Lessee, its subleases or assigns, from its or their respective obligations to pay rent hereunder, except that Lessee shall receive credit for any net rent (after reduction for the costs and

expenses of Lessor in re-letting the premises) received by Lessor in the event said premises or any portion thereof are leased to another tenant(s) during the unexpired portion of the then current term. Lessor's failure to exercise such rights on any breach shall not prevent the exercise of such rights upon a subsequent breach. All rights and remedies provided herein are cumulative, and all or any of them may be used to collect rent, damages and possession.

Article 10. Surrender of Premises

1. Upon the expiration of the term herein provided or any prior termination, Lessee shall surrender quiet and peaceful possession of the leased premises to Lessor in as good condition as the same now are, reasonable wear and tear expected. Lessee shall remove its property and equipment from the premises and shall at its own expense, repair and restore any damage caused by the removal of such property and equipment. In the event Lessee continues to occupy the premises beyond termination date, whether with or without the consent of Lessor, Lessee shall have continuing responsibility and liability to Lessor for the rental value of the leased premises and the improvements thereon during such additional time at the full, fair rental rate then in effect, although in no event less than the amount of the last applicable rental rate under this Lease.

2. Any personal property of Lessee which is not removed from the premises on or before the termination date shall be deemed abandoned and title thereto shall thereupon vest in Lessor.

3. **Exception.** As an exception to the foregoing, Lessee shall have up to sixty (60) days following the expiration of the lease term in order to remove its machinery, equipment, and property from the leased premises; provided, however, that Lessee shall be responsible for paying the then applicable monthly rent for each calendar month in which Lessee's property remains upon the leased premises. At the end of such sixty (60) day period, any such machinery, equipment or other property of Lessee continuing to remain on the property shall be deemed to be abandoned and shall be and become the property of Lessor. As provided in Article 12, within an additional 60 days, Lessee shall have the right to remove the hangar from the premises, unless Lessee elects to sell the hangar, renew, sublease or assign the lease. Failure to remove or sell the hangar, renew, sublease or assign the lease within the additional 60 days will result in the abandonment of the hangar to the Lessor.

Article 11. Modifications for Granting FAA Funds

1. In the event that the Federal Aviation Administration requires modifications or changes to this agreement as a condition precedent to granting of funds for the improvement of the Airport, Lessee agrees to consent to such reasonable amendments, modification, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required to enable Lessor to obtain said Federal Aviation Administration funds, provided that in no event shall such changes materially impair the rights of Lessee hereunder or materially increase its obligations.

Article 12. Mutual Agreements of the Parties

It is further mutually agreed by Lessor and Lessee:

1. Lessee shall have exclusive use of the hangar site and the non-exclusive use of the runways of Moritz Memorial Airport for take-offs and landings of airplanes and the privilege to purchase gasoline, oil and other like products.

2. Lessee shall not sublease or assign this lease without the written consent of Lessor; further, written notice shall be given to the Lessor of any sale of the hangar comprehended by the Lessee during the term thereof if Lessee is the owner of the hangar located on the site above mentioned.

3. Lessee may remove the hangar if owned by Lessee from the leased premises at the end of this lease. Lessee agrees to keep said premises in a clean and presentable condition, and further, not to use or allow the use of said premises for any other purpose than herein stated and in conformity to all Federal and State airport laws and regulations.

4. Lessor reserves the right (but shall not be obligated to Lessee) to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.

5. Lessor reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance.

6. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected any building or other structure on the airport which in the opinion of the Lessor would limit the usefulness of the airport or constitute a hazard to aircraft.

7. During time of war or national emergency Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

8. It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.

9. There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the airport.

10. The lease shall become subordinate to provisions of any existing or future agreement

between the Lessor and the United States of America or any agency thereof relative to the operation, development, or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

11. In the event Lessee shall violate any of the terms and conditions of this lease, and shall fail after 30 days notice in writing from the Lessor to rectify such violation, Lessor may, at its option, declare this lease canceled and terminated and shall be entitled to immediate possession of the leased premises without adjustment to any un-used rent.

12. Lessor reserves the right to enter upon the leased premises at any reasonable time for the purpose of making any inspection it may deem expedient.

13. Both parties reserve the right to cancel this lease at the end of any term upon giving the other party a 30 day written notice of intention to cancel prior to the end of the primary term or any extended term as herein provided. When neither party shall have given such written notice, this lease agreement shall be deemed automatically renewed for a like 5 year period for the same cash rent, payable in advance, provided, however said cash rental shall be subject to negotiation at the request of either, or both, parties, which negotiation shall be done prior to the right of the parties to give written notice of intent to cancel.

14. At the expiration or termination of this lease, the Lessee agrees that it will give peaceful possession of the leased premises in as good condition as they now are, ordinary wear and tear excepted.

15. If Lessee has entered into a prior agreement with Lessor allowing Lessee to construct a hangar building on the premises owned by Lessor said prior agreement as it relates to said hangar building and Lessee's right to remove the building from the leased premises at the termination of this lease is incorporated herein by reference and made a part hereof as if in full herein set out.

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17. The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

18. It is hereby agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 308 of the Federal Aviation Act of 1958, as

amended, and the Lessor reserves the right to grant to others the privilege and right of conducting any one or all activities of the aeronautical nature.

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IN WITNESS WHEREOF the parties have executed the Hangar Lease Agreement the day and year first above written.

Lessee:

James R. Rome

Lessor:

CITY OF BELOIT, KANSAS

By _____
Rebecca J. Koster, Mayor

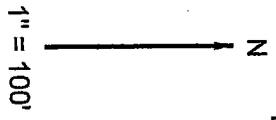
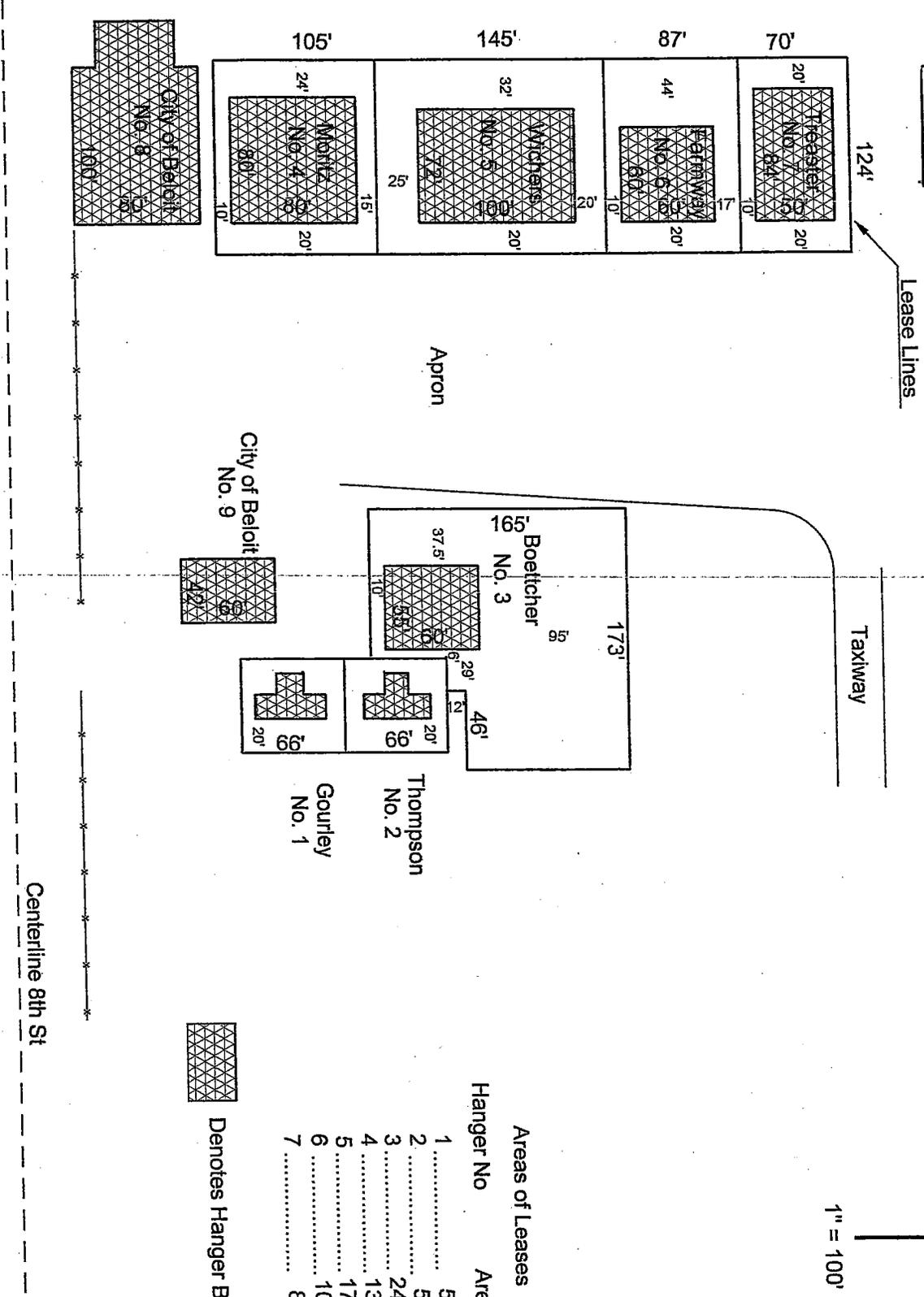
ATTEST:

Kerry L. Benson, City Clerk

EXHIBIT A

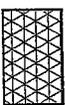
Map of Hangers Moritz Memorial Airport

December, 2009



Areas of Leases

Hanger No	Area (Sq ft)
1	5,000
2	5,000
3	24,475
4	13,020
5	17,980
6	10,788
7	8,860

 Denotes Hanger Bldg