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## CITY COUNCIL AGENDA

Tuesday, September 18, 2012  
7:00 p.m.

1. CALL TO ORDER

- A. Roll Call
- B. Invocation
- C. Pledge of Allegiance

2. MAYOR AND COUNCIL REPORTS

3. STAFF REPORTS

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

4. PUBLIC COMMENT

5. CONSENT AGENDA

- A. 9/4/2012 City Council Meeting Minutes
- B. Appropriations 9B

6. ORDINANCES

- A. Ordinance 2120 No Parking

7. RESOLUTIONS

- A. None

8. FORMAL ACTIONS

- A. KMGA Appointment
- B. Tree Trimming Bid
- C. FAA Agreement

9. CLOSED SESSION

- A. None

10. ADJOURNMENT

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

1. CORRESPONDENCE AND STAFF REPORTS

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

2. DISCUSSION ITEMS

- A. Olsson Associates – RICE-NESAHP Compliance

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  
September 4, 2012

The Beloit City Council met in regular session on September 4, 2012 in the Council Chamber. Mayor Tom Naasz called the meeting to order at 7:00 p.m. City Council members in attendance were Frank Delka, Pat Struble, Robert Petterson, Kent Miller, Matt Otte, Bob Richard, Rick Brown, and Lloyd Littrell. Also present were City Administrator Glenn Rodden, City Attorney Katie Cheney, and City Clerk Amanda Lomax.

Department heads in attendance were Chris Jones, Ronnie Sporleader, and Mike Haeffele.

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

Councilor Otte said he has received complaints about the flags outside and asked if the city was going to replace them. Code Enforcement Chris Jones said that new ones have been ordered and should be here with in the week. Councilor Struble liked the new curtains out in the lobby. Councilor Petterson said he prayed for rain and it is here.

Jay Langely with Clubine and Rettele presented the City of Beloit's 2011 financial audit to the Council.

City Administrator Glenn Rodden reported on the following: 1. KDOT Geometric Improvement grant was approved. The geometric improvement grant is for k-14 North of 8<sup>th</sup> Street. 2. The City will not pursue the housing grant that was approved most of the projects discussed would not qualify for the grant. 3. The waterline replacement project is moving forward. 4. The bank stabilization for the park should be completed by October 30<sup>th</sup> 2012. 5. Mill Street project between 10<sup>th</sup> and 12<sup>th</sup> Street is open to local traffic and the 12<sup>th</sup> Street intersection should be completed in a couple of weeks. 6. The pool project is completed but the cooling tower project has some electronic issues that need completed.

The Consent Agenda consisted of August 21, 2012 Council Meeting Minutes, and appropriations 9A. A motion was made by Councilor Delka and seconded by Councilor Brown to approve the consent agenda in its entirety. Roll call vote yeas: Brown, Petterson, Richard, Struble, Miller, Otte, Littrell, and Delka. Nays: None.

Staff is requesting Council approval of voting delegates and alternate voting delegates for the League of Kansas Municipalities. The voting delegates would represent the City of Beloit in the conduct and management of the affairs of the League of Municipalities. A motion was made by Councilor Struble and seconded by Councilor Otte to nominate Director of Water and Waste-Water Operations Kendal Francis and City Clerk Amanda Lomax as voting delegates. A motion was made by Councilor Otte and seconded by Councilor Miller to nominate Councilor Struble and Councilor Otte as Alternate voting delegates. Motion carried 8-0. Nays: None.

Staff is requesting Council approve of re-taking possession of the North Campus house that was sold at auction last year to David Kohler for \$4,000.00. Mr. Kohler intended to move the house but cannot find any movers because of the asbestos in the home. Mr. Kohler would like his money back minus the city's expense for advertising and selling the house. The amount that would be paid to Mr. Kohler is \$3,688.35. A motion was made by Councilor Otte and seconded by Councilor Miller to approve of re-taking possession of the North Campus house in the amount of \$3,688.35. Motion carried 7-1. Nays: Petterson.

Staff is recommending that Council approve the appointment of Jeff Crissman to the Beloit Fire Department. A motion was made by Councilor Richard and seconded by Councilor Petterson to approve the appointment of Jeff Crissman to the Beloit Fire Department. Motion carried 8-0. Nays: None.

Dr Charles Luke with the Solomon Valley Veterinary Hospital gave a presentation to Council on his business and the services he provides for the city.

Staff is recommending that Council approve a Transformer repair Bid from Solomon Corporation in the amount of \$22,530.00. A motion was made by Councilor Richard and seconded by Councilor Brown to approve a Transformer repair Bid from Solomon Corporation in the amount of \$22,530.00. Motion carried 8-0. Nays: None.

Staff is recommending that Council approve a Lift Station Alarm Bid from Pierce Electronics in the amount of \$23,400.00. The lift station alarm system has to be updated due to the Federal Communications Commission mandating all two-way radio bandwidths be reduced to narrow band by January 1, 2013. A motion was made by Councilor Littrell and seconded by Councilor Petterson to approve the Lift Station Alarm Bid from Pierce Electronics in the amount of \$23,400.00. Motion carried 8-0. Nays: None.

A motion was made by Councilor Struble and seconded by Councilor Brown to go into Closed Session for Attorney-Client Privileged Information for a period of 10 minutes. Motion carried 8-0. Nays: None. Closed session started 8:15 p.m. and ended 8:25 p.m. with no motions or decisions made.

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

The work session began at 8:27 p.m. City Council members in attendance were Pat Struble, Rick Brown, Robert Petterson, Frank Delka, Kent Miller, Lloyd Littrell, Matt Otte, and Bob Richard. Also present were City Administrator Glenn Rodden, City Attorney Katie Cheney, and City Clerk Amanda Lomax.

City Attorney Katie Cheney reported on the progress of the airport expansion to the Council.

Work Session ended 8:35 p.m.

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TOM NAASZ, Mayor

ATTEST:

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AMANDA LOMAX, City Clerk

# Accounts Payable Detail Listing

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	<u>Account#</u>	<u>Work Order</u>			<u>Description</u>				<u>Debit</u>	<u>Credit</u>
<b>6 ABRAM READY-MIX, INC</b>										
51495	9/20/2012	9/20/2012	632.68	10824	8/31/2012	12409				Posted
	30-00-8400			6.75 yds curb & gutter				632.68		0.00
51518	9/20/2012	9/20/2012	374.92	10789	8/29/2012	12407				Posted
	30-00-8400			4 yds curb & gutter				374.92		0.00
51536	9/20/2012	9/20/2012	2,062.06		9/5/2012	10887				Posted
	30-00-8400			10887 7 yds curb & gutter				656.11		0.00
	30-00-8400			10888 4 yds curb & gutter				374.92		0.00
	30-00-8400			10890 11 yds pavement				1,031.03		0.00
								2,062.06		0.00
51594	9/20/2012	9/20/2012	122.20	10889	9/6/2012	11063				Posted
	53-43-6150			2.5 yds flowable				122.20		0.00
<b>8 ACE HARDWARE</b>										
51498	9/20/2012	9/20/2012	56.55		8/17/2012	11210				Posted
	51-41-6000			422252 batteries, keys, weed killer				46.97		0.00
	51-41-6000			421677 motor oil				9.58		0.00
								56.55		0.00
51519	9/20/2012	9/20/2012	122.33		8/2/2012	12406				Posted
	10-15-7450			420825 bushing				3.79		0.00
	10-15-7450			420889 mirror				2.00		0.00
	10-15-7450			421162 tee & bushing				4.87		0.00
	10-15-7450			421203 tape measures				42.45		0.00
	10-15-7450			421508 ground connector				7.49		0.00
	10-15-7450			421577 paint roller				4.79		0.00
	10-15-7450			421821 threaded rod				17.99		0.00
	10-15-7450			421861 light bulbs				8.98		0.00
	10-15-7450			421862 markers				6.99		0.00
	10-15-7450			422345 nozzle				7.99		0.00
	10-15-7450			422481 batteries				14.99		0.00
								122.33		0.00
51562	9/20/2012	9/20/2012	49.46		9/6/2012	12242				Posted
	10-11-6000			422828 cord keeper kit				28.99		0.00
	10-11-6000			423175 uhook extender				5.99		0.00
	10-11-6000			423161 hardware, hooks, screws, clips				14.48		0.00
								49.46		0.00
51578	9/20/2012	9/20/2012	112.13		9/6/2012	11487				Posted
	10-21-6000			423110 ground plug for power washer				13.48		0.00
	10-17-7501			423172 hose coupling-Comm Garden				62.79		0.00
	10-17-7501			422795 shed anchors				35.86		0.00
								112.13		0.00
51613	9/20/2012	9/20/2012	28.99	421442	8/13/2012	12285				Posted
	51-43-7450			posthole digger				28.99		0.00
51625	9/20/2012	9/20/2012	64.99	423301	9/14/2012	12507				Posted
	10-11-4300			paint sprayer				64.99		0.00
<b>9 ACKERMAN SUPPLY</b>										
51589	9/20/2012	9/20/2012	53.23		8/22/2012	10772				Posted
	53-43-6000			217668 electric fence post				42.25		0.00
	53-43-6000			218021 window cleaner				10.98		0.00
								53.23		0.00
<b>11 ADVANCE INSURANCE COMPANY</b>										
51514	9/20/2012	9/20/2012	658.80		9/1/2012	12240				Posted
	21-00-2100			Sept 2012 Insurance premiums				658.80		0.00
<b>21 ALCO-DUCKWALL STORES INC</b>										
51502	9/20/2012	9/20/2012	14.98		8/29/2012	11868				Posted
	10-13-6000			22108211 batteries				5.99		0.00
	10-13-6000			22108193 office supplies				8.99		0.00
								14.98		0.00
51564	9/20/2012	9/20/2012	62.98	22108217	9/5/2012	12484				Posted
	10-11-6110			printer ink				62.98		0.00
51581	9/20/2012	9/20/2012	43.97	22108238	9/11/2012	11491				Posted
	10-21-6000			tote for pool shades				43.97		0.00

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			<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
1461	<b>AMERICAN PUBLIC WORKS ASSOCIATION (continued)</b>									
51496		9/20/2012	9/20/2012	552.00	644098	7/31/2012	12408			Posted
			10-15-5410		Membership Dues				552.00	0.00
1085	<b>AMERICAN RED CROSS PROCESSING CENTER</b>									
51588		9/20/2012	9/20/2012	300.00	10146054	8/22/2012	11497			Posted
			10-21-6000		swim lesson certificates				300.00	0.00
813	<b>AMERIPRIDE SERVICES INC.</b>									
51520		9/20/2012	9/20/2012	57.78	2300193112	8/24/2012	12405			Posted
			10-15-6000		rags & rugs service				57.78	0.00
2032	<b>AT&amp;T</b>									
51574		9/20/2012	9/20/2012	111.22	78573820471921	8/27/2012	12502			Posted
			10-19-5310		North Campus phone service				111.22	0.00
51575		9/20/2012	9/20/2012	702.85	78573826196787	8/27/2012	12503			Posted
			10-11-5310		Admin phone service				637.28	0.00
			52-43-5310		Sewer phone service				65.57	0.00
									<u>702.85</u>	<u>0.00</u>
77	<b>BELOIT READY MIX</b>									
51492		9/20/2012	9/20/2012	105.00	381068	9/5/2012	11213			Posted
			30-00-8100		1 yd concrete				105.00	0.00
51530		9/20/2012	9/20/2012	1,785.00	381067	9/5/2012	12410			Posted
			25-00-6150		17 yds concrete				1,785.00	0.00
80	<b>BELOIT TYPEWRITER EXCHANGE</b>									
51563		9/20/2012	9/20/2012	63.65		9/7/2012	12480			Posted
			10-11-6110		710435 flash drives				32.60	0.00
			10-11-6110		709119 printer ink				31.05	0.00
									<u>63.65</u>	<u>0.00</u>
669	<b>BLADE-EMPIRE PUBLISHING</b>									
51626		9/20/2012	9/20/2012	995.65		8/31/2012	12512			Posted
			10-11-5400		113111 Ordinance				41.30	0.00
			10-11-5400		112724 budget hearing				123.90	0.00
			10-11-5400		112725 Ordinance				64.90	0.00
			10-11-5400		112726 Ordinance				70.80	0.00
			10-11-5400		112727 Ordinance				47.20	0.00
			10-11-5400		112728 Ordinance				135.70	0.00
			10-11-5400		112538 Public Hearing				35.40	0.00
			10-11-5400		112545 SVED Director Ad				53.10	0.00
			10-11-5400		112544 McGee Reception				44.25	0.00
			10-11-5400		112647 Council Agenda				94.40	0.00
			10-11-5400		112649 SVED Director Ad				53.10	0.00
			10-11-5400		112605 SVED Director Ad				53.10	0.00
			10-11-5400		112773 SVED Director Ad				53.10	0.00
			10-11-5400		112812 SVED Director Ad				53.10	0.00
			10-11-5400		112897 SVED Director Ad				53.10	0.00
			10-11-5400		112982 Council Agenda				88.50	0.00
			10-11-5400		113221 Fair Ad				70.00	0.00
			10-11-5400		113498 Discounts				0.00	139.30
									<u>1,134.95</u>	<u>139.30</u>
51627		9/20/2012	9/20/2012	41.30	112981	8/31/2012	12513			Posted
			52-41-5400		bid notice - lift station alarm				41.30	0.00
85	<b>JERRY BLASS</b>									
51592		9/20/2012	9/20/2012	7.02		8/31/2012	10769			Posted
			53-43-5800		meal reimbursement for trip				7.02	0.00
88	<b>BLUE CROSS &amp; BLUE SHIELD INSURANCE</b>									
51513		9/20/2012	9/20/2012	70,150.00		9/1/2012	12236			Posted
			21-00-2100		Sept 2012 Insurance Premiums				70,150.00	0.00
91	<b>BOETTCHER SUPPLY INC</b>									
51494		9/20/2012	9/20/2012	170.35	762092-1	9/5/2012	11212			Posted
			30-00-8100		meter pit with a lid				170.35	0.00
51497		9/20/2012	9/20/2012	50.29		8/3/2012	11211			Posted
			51-41-4360		757636-1 heater coil				42.53	0.00
			51-41-4360		760889-1 PVC swing				7.76	0.00
									<u>50.29</u>	<u>0.00</u>

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91	<b>BOETTCHER SUPPLY INC (continued)</b>									
51501		9/20/2012	9/20/2012	34.52	761966-1	200' of 1/2" PVC	9/5/2012	11208	34.52	0.00
		30-00-8100								
51538		9/20/2012	9/20/2012	78.82	758102	wheel assy	8/8/2012	12401	78.82	0.00
		25-00-4330								
51580		9/20/2012	9/20/2012	18.90	762870-1	lamp for Vet's Square	9/11/2012	11489	18.90	0.00
		10-20-6000								
51596		9/20/2012	9/20/2012	4,368.00	762062-1	bore conduit	9/5/2012	10765	4,368.00	0.00
		53-43-6000								
51614		9/20/2012	9/20/2012	113.40	762287-1	copper wire	9/6/2012	12284	113.40	0.00
		51-43-8100								
51621		9/20/2012	9/20/2012	34.52	761139-1	200' carlon PV duit	9/5/2012	11075	34.52	0.00
		51-43-8100								
256	<b>BRENTAG SOUTHWEST INC</b>									
51525		9/20/2012	9/20/2012	2,914.64	BSW344755	bulk chemicals	9/5/2012	11202	2,914.64	0.00
		51-41-6170								
102	<b>BROWN'S ELECTRONICS, INC</b>									
51602		9/20/2012	9/20/2012	68.99	51749	cemetery cell phone	4/16/2012	11498	68.99	0.00
		10-20-5310								
51603		9/20/2012	9/20/2012	209.49			9/13/2012	11215		
		52-41-4360				50287 antenna			54.00	0.00
		52-41-4360				50840 repair pager			30.00	0.00
		52-41-4360				51308 cleaned pager			18.50	0.00
		52-41-4360				51315 repair pager			20.00	0.00
		52-41-4360				52219 pager, case, clean antenna			86.99	0.00
									209.49	0.00
1258	<b>BUMPER TO BUMPER AUTO PARTS</b>									
51504		9/20/2012	9/20/2012	42.18			8/17/2012	11866		
		10-13-4310				589099 filters & solvent			23.71	0.00
		10-13-4310				588483 filters & solvent			18.47	0.00
									42.18	0.00
51537		9/20/2012	9/20/2012	23.19			8/1/2012	12404		
		10-15-6000				587289 oil filter			5.89	0.00
		10-15-6000				588724 floor dry			17.30	0.00
									23.19	0.00
51579		9/20/2012	9/20/2012	188.43			9/10/2012	11488		
		10-18-4310				590313 sandpaper/polish			14.24	0.00
		10-18-4310				590351 ABS sensor			72.50	0.00
		10-18-4310				590262 brake caliper, disk, turn rotors			121.69	0.00
		10-18-4310				590287 core credit			0.00	20.00
									208.43	20.00
1091	<b>CARD SERVICES</b>									
51609		9/20/2012	9/20/2012	237.73	5251		8/29/2012	12511		
		51-41-6260				EZ-Go Lawrence, fuel			62.00	0.00
		51-41-6260				EZ-Go Lawrence, fuel			64.00	0.00
		52-43-6260				Kelly Express Topeka, fuel			24.65	0.00
		52-43-5800				Wendy's, Lyons			15.22	0.00
		51-41-5320				USPS			5.20	0.00
		51-41-5320				USPS			10.73	0.00
		51-41-5320				USPS			2.63	0.00
		52-43-4310				ITM Aerospace			53.30	0.00
									237.73	0.00
51610		9/20/2012	9/20/2012	51.65	5981	Casey's - Beloit fuel	8/29/2012	12510	51.65	0.00
		10-11-5800								
51611		9/20/2012	9/20/2012	315.93	8803	LaQuinta - Dodge City	8/29/2012	12509	273.58	0.00
		10-13-5800				Plum Creek - Beloit			42.35	0.00
		10-13-2400							315.93	0.00
51612		9/20/2012	9/20/2012	202.73	5232		8/29/2012			
		10-11-6000				Subway- McGee Reception			27.02	0.00
		10-11-3360				Microsoft Office 2010			163.94	0.00
		10-11-3360				McDonalds - Salina			11.77	0.00
									202.73	0.00

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<b>124 CARRICO IMPLEMENT (continued)</b>									
51540	9/20/2012	9/20/2012	57.05	17608	8/16/2012	12403			Posted
	25-00-4330			fitting kit				57.05	0.00
51585	9/20/2012	9/20/2012	78.90	IA19996	9/7/2012	11494			Posted
	10-18-4330			72" Blade				78.90	0.00
<b>126 CATLIN'S FRIENDLY IGA</b>									
51499	9/20/2012	9/20/2012	114.55	9297	8/21/2012	11209			Posted
	51-41-6000			cleaning supplies				114.55	0.00
51500	9/20/2012	9/20/2012	39.92	1507	9/5/2012	11207			Posted
	51-41-6000			supplies				19.96	0.00
	53-41-6000			supplies				19.96	0.00
								<u>39.92</u>	<u>0.00</u>
51593	9/20/2012	9/20/2012	15.76	1677	9/10/2012	10771			Posted
	51-43-6000			bottled water				5.20	0.00
	52-43-6000			bottled water				5.20	0.00
	53-43-6000			bottled water				5.36	0.00
								<u>15.76</u>	<u>0.00</u>
<b>2418 LAW OFFICE OF KATIE J CHENEY</b>									
51524	9/20/2012	9/20/2012	620.75		9/1/2012	12486			Posted
	10-11-3000			349 August Expenses				22.75	0.00
	30-00-3000			348 Airport legal fees				598.00	0.00
								<u>620.75</u>	<u>0.00</u>
<b>158 COMPUTER SOLUTIONS INC</b>									
51539	9/20/2012	9/20/2012	69.95	149668	8/24/2012	11352			Posted
	10-15-6110			router				69.95	0.00
<b>193 DOLLAR GENERAL STORE-MSC-410526</b>									
51583	9/20/2012	9/20/2012	15.50	1000128990	9/5/2012	11492			Posted
	10-18-6000			batteries				15.50	0.00
51604	9/20/2012	9/20/2012	13.00	1000132023	9/14/2012	12504			Posted
	10-11-6000			cleaning supplies				13.00	0.00
<b>202 DOUGLAS PUMP SERVICE</b>									
51510	9/20/2012	9/20/2012	3,590.00	120601	8/25/2012	11205			Posted
	51-41-4330			rebuild of backwash supernatant pump				3,590.00	0.00
<b>2399 DPC INDUSTRIES, INC.</b>									
51512	9/20/2012	9/20/2012	2,373.17	81702198-12	8/23/2012	11194			Posted
	51-41-6170			chlorine & potassium permanganate				2,373.17	0.00
<b>1394 DAVID ELAM</b>									
51515	9/20/2012	9/20/2012	1,201.35		9/8/2012	12476			Ck# 67696 Printed
	10-13-6120			Ammo purchase on personal credit card				1,201.35	0.00
<b>700 EMC INSURANCE COMPANY</b>									
51493	9/20/2012	9/20/2012	136.29	9H50219	7/14/2012	12243			Posted
	53-41-3000			Work Comp Deductible				136.29	0.00
<b>2053 EMG, INC</b>									
51571	9/20/2012	9/20/2012	1,266.70	3017	9/8/2012	12497			Posted
	53-41-3000			energy consulting agreement				1,266.70	0.00
<b>2548 ENVIRO LINE CO. INC</b>									
51547	9/20/2012	9/20/2012	491.59	0021660-IN	9/4/2012	12286			Posted
	52-43-7450			EMBLEM, SEAL, GSKT & RINGS				491.59	0.00
<b>2515 F &amp; A FOOD SALES, INC.</b>									
51584	9/20/2012	9/20/2012	305.02	1221118	7/31/2012	11493			Posted
	10-21-6190			concession supplies				305.02	0.00
<b>236 FOUTS INSURANCE AGENCY INC.</b>									
51528	9/20/2012	9/20/2012	240.00	144221	9/7/2012	12483			Posted
	10-13-5220			policy addition				240.00	0.00
<b>243 FRASIER AND JOHNSON LLC</b>									
51491	9/20/2012	9/20/2012	288.45		8/7/2012	11877			Posted
	10-12-3000			Case #201200040				48.00	0.00
	10-12-3000			Case #201200129				240.45	0.00
								<u>288.45</u>	<u>0.00</u>

## Accounts Payable Detail Listing

City of Beloit

<u>Vend# Vendor Name</u>		<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>				<u>Debit</u>	<u>Credit</u>
<b>305 HISEROTE TRASH SERVICE (continued)</b>									
51566	9/20/2012	9/20/2012	545.00		7/31/2012	12490			Posted
	10-18-4300			TRASH REMOVAL				240.00	0.00
	25-00-7490			TRASH REMOVAL				85.00	0.00
	51-41-3000			TRASH REMOVAL				17.50	0.00
	53-41-3000			TRASH REMOVAL				17.50	0.00
	10-11-3000			TRASH REMOVAL				55.00	0.00
	10-13-3000			TRASH REMOVAL				25.00	0.00
	10-20-3000			TRASH REMOVAL				35.00	0.00
	53-43-3000			TRASH REMOVAL				14.00	0.00
	52-43-3000			TRASH REMOVAL				13.00	0.00
	51-43-3000			TRASH REMOVAL				13.00	0.00
	10-21-3000			TRASH REMOVAL				30.00	0.00
								545.00	0.00
51567	9/20/2012	9/20/2012	545.00		8/31/2012	12491			Posted
	10-18-4300			TRASH REMOVAL				240.00	0.00
	25-00-7490			TRASH REMOVAL				85.00	0.00
	51-41-3000			TRASH REMOVAL				17.50	0.00
	53-41-3000			TRASH REMOVAL				17.50	0.00
	10-11-3000			TRASH REMOVAL				55.00	0.00
	10-13-3000			TRASH REMOVAL				25.00	0.00
	10-20-3000			TRASH REMOVAL				35.00	0.00
	53-43-3000			TRASH REMOVAL				14.00	0.00
	52-43-3000			TRASH REMOVAL				13.00	0.00
	51-43-3000			TRASH REMOVAL				13.00	0.00
	10-21-3000			TRASH REMOVAL				30.00	0.00
								545.00	0.00
<b>2517 HQH2O INC.</b>									
51490	9/20/2012	9/20/2012	46.00	3208	8/8/2012	11869			Posted
	10-13-6110			113674 bottled water service				23.00	0.00
	10-13-6110			114072 bottled water service				17.25	0.00
	10-13-6110			113816 bottled water service				5.75	0.00
								46.00	0.00
<b>251 KANSAS GAS SERVICE</b>									
51572	9/20/2012	9/20/2012	238.06	100270100	9/19/2012	12496			Posted
	10-11-6210			Admin				28.28	0.00
	10-22-6210			Airport				36.09	0.00
	10-18-6210			Parks & Rec				27.50	0.00
	53-41-6210			Power Plant				30.63	0.00
	10-15-6210			Transportation				38.45	0.00
	53-43-6210			Systems Op				14.73	0.00
	52-43-6210			Systems Op				14.31	0.00
	51-43-6210			Systems Op				14.31	0.00
	51-41-6210			Water Dept				33.76	0.00
								238.06	0.00
51576	9/20/2012	9/20/2012	9,341.97	156296173	9/11/2012	12500			Posted
	51-41-6210			Power Plant - 215 S Chestnut				9,341.97	0.00
51577	9/20/2012	9/20/2012	244.65	121984891	9/11/2012	12501			Posted
	10-19-6210			North Campus - 1720 N Hersey				244.65	0.00
<b>370 KANSAS ONE CALL SYSTEM INC</b>									
51532	9/20/2012	9/20/2012	93.80	2080157	8/31/2012	12489			Posted
	53-43-3000			LOCATES				31.27	0.00
	51-43-3000			LOCATES				31.27	0.00
	52-43-3000			LOCATES				31.26	0.00
								93.80	0.00
<b>2549 DAVID KOHLER</b>									
51608	9/20/2012	9/20/2012	3,688.35		9/13/2012	12257			Posted
	10-11-3000			Retake possession of N Campus House				3,688.35	0.00
<b>389 KOHLER'S GARAGE</b>									
51542	9/20/2012	9/20/2012	25.64		8/1/2012	11353			Posted
	10-15-4310			82764 PTO cable				23.80	0.00
	10-15-4310			82766 pin				1.84	0.00
								25.64	0.00

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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>
389	<b>KOHLER'S GARAGE (continued)</b>									
51597		9/20/2012	9/20/2012	300.00	82807	8/22/2012	11066			Posted
		53-43-4310			foote axle				300.00	0.00
394	<b>KRIERS' AUTO PARTS</b>									
51508		9/20/2012	9/20/2012	136.10	115169	8/23/2012	11862			Posted
		10-13-4310			battery				136.10	0.00
51541		9/20/2012	9/20/2012	9.85	114534	8/31/2012	12402			Posted
		25-00-4330			elbow, coupling, ferrule				9.85	0.00
395	<b>KRIZ-DAVIS CO</b>									
51598		9/20/2012	9/20/2012	263.97	S100427504.002	8/21/2012	10764			Posted
		53-43-6000			meter socket with switches				263.97	0.00
805	<b>KRONE'S SERVICE CENTER, INC</b>									
51617		9/20/2012	9/20/2012	31.41	8018	8/20/2012	12281			Posted
		51-43-6000			oxygen				31.41	0.00
51618		9/20/2012	9/20/2012	61.52	8095	8/30/2012	11071			Posted
		51-43-6000			argon				20.31	0.00
		52-43-6000			argon				20.31	0.00
		53-43-6000			argon				20.90	0.00
									61.52	0.00
2435	<b>LARSON CONSTRUCTION, INC</b>									
51606		9/20/2012	9/20/2012	92,862.50	Pay Est #8	9/14/2012	12505			Posted
		41-00-8411			Waterline Construction Costs				92,862.50	0.00
1195	<b>LEADERSHIP MITCHELL COUNTY</b>									
51531		9/20/2012	9/20/2012	200.00		9/1/2012	12477			Posted
		10-11-2400			Tuition for LMC S Anderson				200.00	0.00
405	<b>LEAGUE OF KS MUNICIPALITIES</b>									
51533		9/20/2012	9/20/2012	1,500.00		9/6/2012	12492			Posted
		10-11-2400			12-2244 M Otte Conf Reg/MLA Sesion				275.00	0.00
		10-11-2400			12-2157 S Sneath Conf Reg/MLA Sesion				275.00	0.00
		10-11-2400			12-2156 K Francis Conf Reg/MLA Sesion				275.00	0.00
		10-11-2400			12-2154 A Lomax Conf Reg/MLA Sesion				275.00	0.00
		10-11-2400			12-1994 P Strubble Conf Reg/MLA Sesion				350.00	0.00
		10-11-2400			12-2304 G Rodden Webinar				50.00	0.00
									1,500.00	0.00
409	<b>LIGHT &amp; WATER UTILITIES</b>									
51605		9/20/2012	9/20/2012	50,777.75		8/31/2012	12493			Posted
		10-11-6220			ADMIN				2,643.91	0.00
		10-11-6220			ADMIN SHARE				11.15	0.00
		10-13-6220			PD SHARE				11.15	0.00
		51-41-6220			WATER SHARE				11.15	0.00
		10-14-6220			FIRE DEPT				380.62	0.00
		10-15-6220			TRANSPORTATION				513.68	0.00
		10-18-6220			PARKS & REC				15,400.52	0.00
		10-20-6220			CEMETERY				163.17	0.00
		10-22-6220			AIRPORT				303.74	0.00
		51-41-6220			WATER PLANT				6,784.72	0.00
		52-41-6220			SEWER PLANT				7,240.00	0.00
		53-41-6220			POWER PLANT				7,232.55	0.00
		51-43-6220			WATER SYSTEMS				238.78	0.00
		52-43-6220			SEWER SYSTEMS				238.78	0.00
		53-43-6220			SYSTEMS OP SHARE				238.78	0.00
		51-43-6220			SYSTEMS OP SHARE				55.33	0.00
		52-43-6220			SYSTEMS OP SHARE				55.33	0.00
		53-43-6220			SYSTEMS OP SHARE				55.33	0.00
		10-13-6220			PD SHARE				55.33	0.00
		53-43-6220			ELECTRIC SYSTEMS				55.33	0.00
		10-19-6220			NORTH CAMPUS				6,431.22	0.00
		10-21-6220			POOL				2,657.18	0.00
									50,777.75	0.00

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City of Beloit

<b>Vend# Vendor Name</b>		<b>Pay#</b>	<b>Post Date</b>	<b>Due Date</b>	<b>Amount Invoice</b>	<b>Date</b>	<b>PO#</b>	<b>Date</b>	<b>Status</b>
	<b>Account#</b>	<b>Work Order</b>		<b>Description</b>				<b>Debit</b>	<b>Credit</b>
<b>426 CRAIG MARCOTTE (continued)</b>									
51527	9/20/2012	9/20/2012	292.50		9/10/2012	12478			Posted
	10-11-6600			Mowing - Elliott St (Crannell)				29.25	0.00
	10-11-6600			262799 - Old theater lot (R Boden)				39.00	0.00
	10-11-6600			262800 - South St (Nelson Rental)				29.25	0.00
	10-11-6600			262798 - Lutgen, Hersey, 3rd, Clinton				195.00	0.00
								<u>292.50</u>	<u>0.00</u>
<b>424 MCHENRY ELECTRIC &amp; SUPPLY</b>									
51586	9/20/2012	9/20/2012	43.95	006968	9/11/2012	11495			Posted
	10-18-4330			AIR FILTER & CHAIN FOR SAW				43.95	0.00
51587	9/20/2012	9/20/2012	104.07		8/31/2012	11496			Posted
	10-21-6190			141513 concession supplies				348.89	0.00
	10-21-6190			145237 credit return				0.00	244.82
								<u>348.89</u>	<u>244.82</u>
<b>459 MISSISSIPPI LIME CO</b>									
51511	9/20/2012	9/20/2012	4,551.51	1040355	8/29/2012	11201			Posted
	51-41-6170			bulk lime				4,551.51	0.00
<b>465 MITCHELL COUNTY HEALTH DEPARTMENT</b>									
51523	9/20/2012	9/20/2012	60.00	3958	9/5/2012	12487			Posted
	10-14-3000			Employee HepB vaccination				60.00	0.00
<b>470 MITCHELL COUNTY SOLID WASTE</b>									
51486	9/20/2012	9/20/2012	20,043.26		9/1/2012	12241			Ck# 67695 Printed
	54-41-3000			Trash Collection				20,043.26	0.00
51601	9/20/2012	9/20/2012	4.00	02788	9/13/2012	11499			Posted
	10-18-6140			tire disposal				4.00	0.00
<b>2480 MUELLER SYSTEMS, LLC</b>									
51509	9/20/2012	9/20/2012	27,630.00	2469444	8/29/2012	11206			Posted
	51-41-7490			invoice for water meter				27,630.00	0.00
51516	9/20/2012	9/20/2012	3,500.00	2471802	8/31/2012	11214			Posted
	51-41-7490			CIS File Interface				1,750.00	0.00
	53-43-7500			CIS File Interface				1,750.00	0.00
								<u>3,500.00</u>	<u>0.00</u>
<b>475 MUNICIPAL EMERGENCY SERVICES, INC</b>									
51521	9/20/2012	9/20/2012	243.63	00339635_SNV	8/29/2012	12488			Posted
	10-14-7440			face piece				243.63	0.00
<b>342 MUNICIPAL SUPPLY INC. OF NEBRASKA</b>									
51615	9/20/2012	9/20/2012	375.81		8/10/2012	12283			Posted
	51-43-8100			0508880-IN pipe, ext ring				172.07	0.00
	51-43-8100			0508636-IN ball				203.74	0.00
								<u>375.81</u>	<u>0.00</u>
51619	9/20/2012	9/20/2012	192.26	0509918-IN	8/22/2012	12280			Posted
	51-43-8100			NSNE S90-807				192.26	0.00
51623	9/20/2012	9/20/2012	535.20	0510397-IN	8/28/2012	11073			Posted
	51-43-8100			meter setters				535.20	0.00
51624	9/20/2012	9/20/2012	3,438.95		8/28/2012	11074			Posted
	51-43-8100			0510391-IN Mueller super cen				3,335.52	0.00
	51-43-8100			0510392-IN repair clamp				103.43	0.00
								<u>3,438.95</u>	<u>0.00</u>
<b>498 NATIONAL SIGN COMPANY</b>									
51535	9/20/2012	9/20/2012	533.84	IN-164912	9/7/2012	12412			Posted
	25-00-6000			school crossing signs				533.84	0.00
<b>2447 NCK COMMERCIAL LAUNDRY INC</b>									
51487	9/20/2012	9/20/2012	164.00		8/10/2012	11872			Posted
	10-13-6110			202395 mat service for LEC				55.00	0.00
	10-13-6110			202953 mat service for LEC				109.00	0.00
								<u>164.00</u>	<u>0.00</u>
<b>827 NETWORKS PLUS</b>									



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City of Beloit

<b>Vend# Vendor Name</b>									
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	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>	
<b>626 SOLOMON VALLEY HOME CENTER (continued)</b>									
51546	9/20/2012	9/20/2012	424.86		8/3/2012	11351			Posted
	30-00-6130			10286358 joint fibre, hammer bit			110.01		0.00
	30-00-6130			10287027 joint fibre			87.52		0.00
	30-00-6130			10287397 lumber			19.84		0.00
	30-00-6130			10287751 lumber			34.04		0.00
	30-00-6130			10288149 lumber			49.22		0.00
	30-00-6130			10288227 lumber			22.77		0.00
	10-15-6130			10286759 red traffic paint			27.99		0.00
	10-15-6130			10287319 red traffic paint			27.99		0.00
	10-15-6130			10287755 red traffic paint			27.99		0.00
	10-15-6130			10288258 lumber			10.21		0.00
	10-15-6130			10288285 credit			0.00		10.21
	10-15-6130			10288379 chalk			17.49		0.00
							435.07		10.21
51565	9/20/2012	9/20/2012	217.43		9/10/2012	12479			Posted
	10-11-4300			10288859 mop, shelf & brkt, grass seed			40.23		0.00
	10-11-4300			10288934 shelf, outlet, cord kit			42.21		0.00
	10-11-4300			10289121 white paint			134.99		0.00
							217.43		0.00
<b>643 STANION WHSE ELECTRIC COMPANY</b>									
51599	9/20/2012	9/20/2012	770.25		8/30/2012	11065			Posted
	53-43-6000			3241461-01 ligh bulbs			230.81		0.00
	53-43-6000			3212796-00 street light heads			539.44		0.00
							770.25		0.00
<b>673 THOMPSON'S OK TIRE, INC</b>									
51507	9/20/2012	9/20/2012	644.14	1-54505	7/31/2012	11863			Posted
	10-13-6140			vehicle tires			644.14		0.00
51545	9/20/2012	9/20/2012	1,188.34		8/9/2012	11350			Posted
	10-15-6140			1-54936 tire repair			12.00		0.00
	10-15-6140			1-55991 motor grader tire			487.34		0.00
	10-15-6140			1-56127 service truck tires			689.00		0.00
							1,188.34		0.00
<b>201 THYSSENKRUPP ELEVATOR</b>									
51526	9/20/2012	9/20/2012	389.00	3000231240	9/1/2012	12485			Posted
	10-11-3000			elevator maintenance			389.00		0.00
<b>2195 TIPTON SCREEN PRINTING</b>									
51582	9/20/2012	9/20/2012	20.00		9/12/2012	11490			Posted
	10-17-6800			Flag Football Tee			20.00		0.00
<b>1163 TMHC SERVICES INC</b>									
51573	9/20/2012	9/20/2012	208.50	167961	8/31/2012	12499			Posted
	10-11-3000			Employee Assist Program & Fees			208.50		0.00
<b>1533 ULTRA CLEAN CAR WASH</b>									
51489	9/20/2012	9/20/2012	123.62	82	8/30/2012	11870			Posted
	10-13-7420			August car washes			123.62		0.00
<b>1491 UNIVERSITY OF KANSAS-KLETG</b>									
51506	9/20/2012	9/20/2012	90.00	LE130221-29008-1	7/10/2012	11864			Posted
	10-13-2400			Dave Elam training			90.00		0.00
<b>2463 UTILITY CONTRACTORS INC</b>									
51543	9/20/2012	9/20/2012	18,775.80	Pay 7	8/30/2012	12494			Posted
	41-00-8412			Construction cost for cooling tower			18,775.80		0.00
<b>2067 VERIZON WIRELESS SERVICES, LLC</b>									
51569	9/20/2012	9/20/2012	45.03	2795015100	9/3/2012	12495			Posted
	10-18-5310			Parks & Rec wireless phone service			45.03		0.00
<b>1333 VFW POST 6242</b>									
51517	9/20/2012	9/20/2012	198.02		9/10/2012	12475			Posted
	10-11-6000			US/Kansas Flags			198.02		0.00
<b>721 WATER PRODUCTS OF OKLAHOMA</b>									
51620	9/20/2012	9/20/2012	154.08	0930789-IN	8/14/2012	10390			Posted
	51-43-8100			PVC clamps			154.08		0.00

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City of Beloit

**Vend# Vendor Name**

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	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>

350,921.24 126 Non-voided payables listed.

Report Setup  
AP - Accounts Payable Listing : Vendor Name  
Filter Options  
Starting: 9/20/2012  
Ending: 9/20/2012  
Banks: All  
Payable Status: Posted, Printed, ACH, Recorded, Voided  
All Vendors Selected

## REQUEST FOR COUNCIL ACTION

<b>DATE:</b>	<b>TITLE:</b>		
September 18, 2012	ORDINANCE 2120 NO PARKING		
<b>ORIGINATING DEPARTMENT:</b>	<b>TYPE OF ACTION:</b>	<input checked="" type="checkbox"/> <b>ORDINANCE</b>	<input type="checkbox"/> <b>RESOLUTION</b>
Administration		<input type="checkbox"/> <b>FORMAL ACTION</b>	<input type="checkbox"/> <b>OTHER</b>

### RECOMMENDATION:

I recommend that the Council approve Ordinance 2120.

### FISCAL NOTE:

- There is no direct cost associated with passing this ordinance.

### DISCUSSION:

This ordinance is directed at solving a parking and access problem on North Hersey Avenue during football games. The problem is created when cars are parked on both sides of the street and emergency vehicles including police vehicles are blocked from using the only exit on the North Campus. The solution is to not allow parking on one side of the street.

Respectfully submitted,

Glenn Rodden  
City Administrator

**ORDINANCE NO. 2120**

AN ORDINANCE DESIGNATING A NO PARKING ZONE ON THE EAST AND WEST SIDES OF HERSEY AVENUE BETWEEN GAYLORD STREET AND 20<sup>TH</sup> STREET, IN THE CITY OF BELOIT, KANSAS.

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

Section 1: It is the desire of the City Council of the City of Beloit, Kansas to designate no parking zones on the East and West sides of Hersey Avenue from the intersection of Gaylord Street to the south line of 20<sup>th</sup> Street to reduce traffic congestion, increase safety, and allow emergency vehicles safe access to and from the buildings located north of Gaylord Street.

Section 2: The following prohibited parking shall be designated and shall be enforced as designated:

The East and West sides of Hersey Avenue commencing at the intersection of Hersey Avenue and Gaylord Street northerly to the south curblineline of 20<sup>th</sup> Street is hereby designated as a no parking zone and no person shall stop, stand or park a vehicle in said designated zone.

Section 3: Penalties for violation of this Ordinance shall be the same as those designated in the latest edition of the Standard Traffic Ordinance for Kansas Cities, as adopted by the City of Beloit and as hereinafter amended.

Section 4: This Ordinance shall take effect and be in full force from and after its passage and one publication in the official city newspaper.

PASSED and ADOPTED by the Governing Body and signed by the Mayor this 18<sup>th</sup> day of September, 2012.

\_\_\_\_\_  
Tom Naasz, Mayor

ATTEST:

\_\_\_\_\_  
Amanda Lomax, City Clerk

## REQUEST FOR COUNCIL ACTION

<b>DATE:</b>	<b>TITLE:</b>
September 18, 2012	KMGA APPOINTMENT
<b>ORIGINATING DEPARTMENT:</b>	<b>TYPE OF ACTION:</b>
Administration/Electric	<input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION
	<input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

### RECOMMENDATION:

I recommend that the Council appoint Director of Electric Operations, Ronnie Sporleder, as Director #2 to fill the unexpired term on the Board of Directors of the Kansas Municipal Gas Agency (KMGA).

### FISCAL NOTE:

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

### DISCUSSION:

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

Respectfully submitted,

Glenn Rodden  
City Administrator



6300 West 95 Street  
Overland Park, Kansas 66212

**MEMORANDUM**

**TO:** KMGMA Member Cities  
**FROM:** Erin Passabet  
**DATE:** July 16, 2012  
**RE:** Appointments to the KMGMA Board of Directors

In accordance with Section 5.1 of KMGMA’s Bylaws (see attached), each KMGMA member city shall have one (1) Director and an Alternate on its Board of Directors. This year, the Director from your City is among the group to be recertified. In addition, you may also have an alternate director whose term is also expiring. We encourage your City to either reappoint your current Alternate Director or select a new one. Your Alternate Director can either be appointed on a permanent basis, or for a specific term. Please complete the enclosed Certificate(s) and information sheet and return to me by **Friday, August 17, 2012**. (Note: We do not need a new alternate certificate if you have appointed your alternate to serve on a permanent basis.)

Your current Director(s) are:

Primary Director	Term Exp. Date	Alternate Director	Term Exp. Date

Should you have any questions regarding your city’s appointment to the KMGMA Board of Directors or need further clarification, please call me at (913) 660-0241 or e-mail me at [passabet@kmea.com](mailto:passabet@kmea.com).

Thank you for your prompt attention to this matter.

Sincerely,

Kansas Municipal Energy Agency  
Erin Passabet  
Communications Coordinator

Enclosures

**AMENDED AND RESTATED BYLAWS  
OF  
KANSAS MUNICIPAL GAS AGENCY**

**ARTICLE V**

**BOARD OF DIRECTORS**

**Section 5.1. Selection of Directors.** The property and business of the Agency shall be managed by the Board of Directors. The Board of Directors shall consist of one (1) Director for each Member, provided that there shall be not less than three (3) Directors. The Directors shall be selected by the governing bodies of the Members. In the event that the number of Members is less than three (3), each Member shall be represented by the number of Directors that constitutes a Board of Directors of not less than three (3) Directors, provided that each Member shall select the same number of Directors. No Director may represent more than one Member. Each Member may designate an Alternate for any Director selected by certifying same in writing to the Agency prior to the participation of such Alternate at any meeting of the Board.

The term of each Director shall be for a period of two (2) years except that the initial term of a number equal to one half of the Directors shall be selected to a term of one (1) year. The Directors selected to the initial one (1) year term shall be those Directors representing the Members selected at the first Board meeting in a random drawing from a complete list of Members. Any Director selected by a Member may be removed at any time by the Member selecting the Director. Written evidence of selection or removal shall be forwarded by the Clerk or other authorized official of the Member to the principal office of the Agency in writing prior to any meeting of the Agency or the Board of Directors. Each Director shall continue in office until a successor is selected in accordance with this Article.

**Section 5.2. Voting Powers.** Each Member shall be entitled to one vote which shall be equal to the vote of every other Member. Such vote shall be cast on behalf of the Member by its Director or, if such Director is not present, by its duly authorized Alternate. All actions of the Board shall be made upon affirmative vote of a majority of the Directors voting on such action, unless otherwise provided in the Agreement or these Bylaws.

**Section 5.3. Compensation.** Except as may be specifically authorized by the Board of Directors, no Director shall receive payment for any time spent in attending meetings of the Board of Directors or otherwise conducting business of the Agency. The Board of Directors, the Executive Committee, or the General Manager may authorize payment of expenses for travel in connection with the business of the Agency.

**Section 5.4. Vacancies.** In the event of a vacancy on the Board of Directors the appropriate Member shall select an individual to fill such vacancy for the remainder of the term in accordance with the same procedure used to select the original Director. Written evidence of selection shall be provided to the Agency before voting privileges will take effect.

**Section 5.5. Removal or Resignation.** A Director may be removed only by the governing body of the Member selecting such Director. Any Director may resign by providing notice to the governing body of the Member the Director represents. The governing body shall certify to the Agency such removal or resignation of a Director.

**Section 5.6. Successor Director.** Upon removal or resignation of a Director, a successor Director will be selected by the governing body in the same manner as the original Director was selected, and the successor Director will be certified by the governing body to the Agency in the same manner as the original Director was certified. The successor Director shall serve for the remainder of the unexpired term of the original Director, subject to the rights of the governing body and such successor Director under *Section 5.5* of these Bylaws.

**Section 5.7. Alternates.** In the event a Director is unable to attend a meeting, the corresponding Alternate may substitute at the meeting of the Board of Directors for such Director. The Member shall provide the Agency with written notification of the selection of its Alternate. This Alternate shall be entitled to participate in any discussion of matters before the Board of Directors, and shall be entitled to vote for the Director represented unless such Alternate is specifically prohibited from voting by action taken by the Member.

**CERTIFICATE**  
**Director**

**KANSAS MUNICIPAL GAS AGENCY BOARD OF DIRECTORS**

This Certificate duly documents the appointment of a Director to serve on the Board of Directors of the **Kansas Municipal Gas Agency (KMGA)** as provided for in Article V, Section 5.1 of KMGA's Bylaws.

I, the undersigned City Clerk of the City of \_\_\_\_\_, Kansas, a member of KMGA, do hereby certify that at a meeting of the City Governing Body duly held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_;

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

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

was appointed to serve on the KMGA Board of Directors for a two (2) year term beginning September 1, 2012.

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

This certificate is given this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

City Clerk

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

**CERTIFICATE**  
**Alternate**

**KANSAS MUNICIPAL GAS AGENCY BOARD OF DIRECTORS**

This Certificate duly documents the appointment of a Director to serve on the Board of Directors of the **Kansas Municipal Gas Agency (KMGA)** as provided for in Article V, Section 5.1 of KMGA's Bylaws.

I, the undersigned City Clerk of the City of \_\_\_\_\_, Kansas, a member of KMGA, do hereby certify that at a meeting of the City Governing Body duly held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_;

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

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

was appointed to serve as an Alternate Member of the **KMGA** Board of Directors for a term beginning \_\_\_\_\_ and ending \_\_\_\_\_. *(If appointed on a permanent basis, type "PERMANENT" in the ending blank above.)*

The above appointed Alternate Director 

is	is not
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 entitled to vote on behalf of the City.  
(Circle one)

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

This certificate is given this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

# INFORMATION SHEET

## KANSAS MUNICIPAL ENERGY AGENCY BOARD OF DIRECTORS

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

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

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

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

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

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

(Indicate if Home Address  Yes  No)

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

Fax: (       ) \_\_\_\_\_

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

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

Please return the information sheet to: Erin Passabet

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

For Internal Use Only

\_\_\_\_ Director

\_\_\_\_ Alternate

## REQUEST FOR COUNCIL ACTION

<b>DATE:</b>	<b>TITLE:</b>		
September 18, 2012	TREE TRIMMING BID		
<b>ORIGINATING DEPARTMENT:</b>	<b>TYPE OF ACTION:</b>	<input type="checkbox"/> <b>ORDINANCE</b>	<input type="checkbox"/> <b>RESOLUTION</b>
Electric Departments		<input checked="" type="checkbox"/> <b>FORMAL ACTION</b>	<input type="checkbox"/> <b>OTHER</b>

### RECOMMENDATION:

I recommend that the Council approve the bid from Paul's Tree Service for trimming trees.

### FISCAL NOTE:

- The cost of this item is \$26,000.00
- Funding for this type of item is available in line item 53-43-3000

### BIDS RECEIVED:

<u>COMPANY</u>	<b>Bid</b>	<u>PRICE</u>
Paul's Tree Service		\$26,000.00

### DISCUSSION:

Paul's Tree Service recently was contracted by Cunningham Cable Company to trim trees throughout the cable system. The electric department approached Paul's about also trimming trees throughout the electric system at the same time. The price provided by Paul's tree service is less than what city workers could do the trimming for.

Respectfully submitted,

Glenn Rodden  
City Administrator

502 East 12<sup>th</sup> Street  
Beloit, Kansas 67420



Tel No (785) 738-3781  
Fax No (785) 738-2290

**TO:** Glenn Rodden  
City Administrator

**FROM:** Ronald Sporleder  
Director of System Operations

**RE:** Electrical line tree trimming clearance

**DATE:** September 6, 2012

---

Glenn,

Based on the bid received it is recommended to go with Paul's Tree Service for the electrical line tree trimming clearance with the low bid of \$26,000.00.

### **Electrical line tree trimming clearance**

Paul's Tree Service	\$26,000.00
---------------------	-------------

Paul's Tree Service is trimming trees for clearance of 7 feet from the electrical lines, above the lines as far as can be reached with a 55 foot bucket truck and trim alleys to gain access for equipment for the price of \$26,000.00. If a customer wants to have a tree removed, Paul's Tree Service will contact the City of Beloit regarding this matter and any additional expense. \$26,000.00 estimated to be less than what the city can do the trimming for, by the time labor, wear and tear on equipment and fuel cost is figured in. Paul's Tree Service is currently getting electrical certified in trimming trees around electrical line.

Paul's Tree Service is also going to be trimming trees for Cunningham Telephone & Cable Company for clearance of there lines. This is a separate cost to Cunningham Telephone & Cable Company for there lines but Paul's Tree Service will be trimming for both sets of line at the same time.

Ronald Sporleder  
Director of Systems Operations

Paul's Tree Service  
 P. O. Box 293  
 Concordia, KS 66901

# Estimate

Date	Estimate #
9/4/2012	147

Name / Address
City of Beloit Attn: Ron PO Box 567 Beloit, KS 67420

			Project
Description	Qty	Rate	Total
Trim all trees away from power lines to 7' clearance with complete clean-up  >Trim trees hanging above power lines >Trim alleys to gain access for equipment >If a customer wants to have a tree removed, I will contact the City of Beloit regarding any additional expense		26,000.00	26,000.00
Sales Tax		8.30%	0.00
Thank You		<b>Total</b>	\$26,000.00

## REQUEST FOR COUNCIL ACTION

<b>DATE:</b>	<b>TITLE:</b>
September 18, 2012	FAA GRANT AGREEMENT
<b>ORIGINATING DEPARTMENT:</b>	<b>TYPE OF ACTION:</b>
Airport	<input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

### RECOMMENDATION:

I recommend that the City approve the FAA Grant Agreement for AIP Project Number 3-20-0008-010.

### FISCAL NOTE:

- This Grant Agreement ("10 Grant") will allow the City to request funds from the FAA up to \$84,546.00 for the acquisition of these to-ground easements. The city's cost share is \$9,394.00. The total project cost is \$93,940.00. Funding for this project is available in Capital Improvement Fund, 30-00-3000.

### DISCUSSION:

The City recently reached agreements with two property owners for to-ground easements for the Moritz Memorial Airport project. These are the final two property acquisitions for the airport expansion project.

Respectfully submitted,

Glenn Rodden  
City Administrator



**NOW THEREFORE**, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act", and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States' share of the allowable costs incurred in accomplishing the Project, ninety percent (90%) thereof.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

**Conditions**

1. The maximum obligation of the United States payable under this offer shall be \$ 84,546. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of The Act, the following amounts are being specified for this purpose:

-0-	for planning
\$ 84,546	for airport development or noise program implementation.

2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under The Act.
3. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 18, 2012, or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal Grant Agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All

settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons, which may arise from, or be incident to, compliance with this Grant Agreement.

9. **TRAFFICKING IN PERSONS:**

- a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term;

or

- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either
  - A. Associated with performance under this award; or
  - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

- b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--
  - i. Associated with performance under this award; or
  - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

- c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any

subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
  - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
  - ii. Includes:
    - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
    - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

## 10. **Central Contractor Registration and Universal Identifier Requirements**

### *A. Requirement for Central Contractor Registration (CCR)*

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

### *B. Requirement for Data Universal Numbering System (DUNS) Numbers*

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

### *C. Definitions*

For purposes of this award term:

1. *Central Contractor Registration (CCR)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).

2. *Data Universal Numbering System*

(DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

- a. A Governmental organization, which is a State, local government, or Indian Tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward*:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

11. **CENTRAL REGION ECHO GRANT PAYMENTS**: The sponsor agrees to:

- a. Comply with the Central Region ECHO Grant Payment Request Guidelines and Procedures (see AIP Sponsor Guide, Section 1500 Grant Payments) and
- b. Request cash drawdowns on the ECHO system only when actually needed for reimbursement of eligible project costs and
- c. Submit timely reports of such disbursements as required.

It is understood that failure to adhere to this provision may cause revocation of the ECHO Control Number.

12. **BUY AMERICAN**: Unless otherwise approved by the FAA, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside

the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.

13. **MAXIMUM OBLIGATION INCREASE FOR NONPRIMARY AIRPORTS:** In accordance with section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
  - a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects;
  - c. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
  
14. **LETTER AMENDMENT - DEVELOPMENT:** It is mutually understood and agreed that if, during the life of the project, the FAA determines that the grant amount exceeds the expected needs of the sponsor the grant amount can be unilaterally reduced by letter from FAA advising of the budget change. Conversely, if there is an overrun in the eligible project costs, FAA may increase the grant to cover that amount of the overrun not to exceed the statutory fifteen (15%) percent limitation and will advise the sponsor by letter of the increase. Upon issuance of either of the aforementioned letters, the maximum obligation of the United States is adjusted to the amount specified.
  
15. **LAND – TITLE FOR LAND ACQUIRED:** It is understood and agreed by and between the parties hereto that the Sponsor shall not make a request for reimbursement or an ECHO cash drawdown for costs of acquiring land interests in this project until the Sponsor has submitted a Certificate of Title or satisfactory preliminary evidence that it has acquired good title to the parcel for which payment is sought. It is also understood and agreed that if Federal funds are needed at the time of the closing on the acquisition, the Sponsor shall submit to the FAA with the ECHO cash drawdown request a letter or preliminary evidence satisfactory to the FAA that it acquired good title on the parcel being claimed and will submit a final Certificate of Title prior to the final drawdown on the project in accordance to the Central Region ECHO Grant Payment Request Guidelines and Procedures. It is further understood and agreed by and between the parties hereto that the United States shall make no payment which could cause the aggregate of all payments under this project to exceed 90 percent of the estimated United States' share of the total estimated project costs, excluding contingency items, or 90 percent of the maximum United States' obligation stated in this Grant Agreement, whichever is lower, until the Sponsor has submitted evidence satisfactory to the FAA that it has acquired satisfactory title to the land being acquired in this project.
  
16. **RUNWAY PROTECTION ZONES:** The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the FAA, in the Runway Protection Zones:
  - a. **Existing Fee Title Interest in the Runway Protection Zone:** The Sponsor agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. Any existing structures or uses within the Runway Protection Zone will be cleared or discontinued unless approved by the FAA.
  - b. **Existing Easement Interest in the Runway Protection Zone:** The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is a hazard to air navigation or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke

generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

- c. **Future Interest in the Runway Protection Zone:** The Sponsor agrees that it will acquire fee title or less-than-fee interest in the Runway Protection Zones for runways that presently are not under its control within 5 years of this Grant Agreement. Said interest shall provide the protection noted in above Subparagraphs a and b.

- 17. **TITLE EVIDENCE EXISTING AIRPORT PROPERTY – REIMBURSEMENT LIMITED TO 90% UNTIL APPROVED:** It is understood and agreed by and between the parties hereto that the United States shall make no payment which could cause the aggregate of all payments under this project to exceed 90 percent of the estimated United States' share of the total estimated project costs, excluding contingency items, or 90 percent of the maximum United States' obligation stated in this Grant Agreement, whichever is lower, until the Sponsor has submitted title evidence satisfactory to the FAA that it currently holds satisfactory property interests in and to the existing airport property as depicted on the Exhibit A Property Map.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by The Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

(Name) *[Signature]*  
(Title) Manager, Airports Division Central Region

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and, by such acceptance, agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City of Beloit, Kansas  
(Name of Sponsor)

By \_\_\_\_\_  
(Sponsor's Designated Official Representative)

(SEAL)

Title \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor, do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Kansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor relating thereto, and find that acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and The Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Sponsor's Attorney

Application for Federal Assistance SF-424		
* 1. Type of Submission	* 2. Type of Application	* If Revision, select appropriate letter(s):
<input type="checkbox"/> Preapplication	<input checked="" type="checkbox"/> New	
<input checked="" type="checkbox"/> Application	<input type="checkbox"/> Continuation	* Other (Specify)
<input type="checkbox"/> Changed/Corrected Application	<input type="checkbox"/> Revision	
* 3. Date Received:	4. Application Identifier: K61	
5a. Federal Entity Identifier: 3-20-0008-10	* 5b. Federal Award Identifier:	
<b>State Use Only:</b>		
6. Date Received by State:	7. State Application Identifier:	
<b>8. APPLICANT INFORMATION:</b>		
* a. Legal Name: City of Beloit		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 48-6021110	* c. Organizational DUNS: 073330011	
<b>d. Address:</b>		
* Street1: 1520 W. 8th	Street 2:	
* City: Beloit	County:	
* State: KS	Province:	
Country: United States	* Zip/ Postal Code: 67420	
<b>e. Organizational Unit:</b>		
Department Name:	Division Name:	
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
Prefix: Mr.	First Name: Tom	
Middle Name:		
* Last Name: Naasz	Suffix:	
Title: Mayor		
Organizational Affiliation:		
* Telephone Number: (785) 738-3551	Fax Number: (785) 738-2517	
* Email: tom.naasz@uap.com		

**Application for Federal Assistance SF-424**

9. Type of Applicant 1: Select Applicant Type: - Select One -

C. City or Township                      Government  
Type of Applicant 2: Select Applicant Type: - Select One -

Type of Applicant 3: Select Applicant Type: - Select One -

\* Other (specify):

\* 10. Name of Federal Agency: Federal Aviation Administration (FAA)

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

12. Funding Opportunity Number:

N/A

Title:

13. Competition Identification Number:

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Beloit, Mitchell County, Kansas

\* 15. Descriptive Title of Applicant's Project:

The project involves the acquisition of two aviation easements adjacent to Moritz Memorial Airport.

Attach supporting documents as specified in agency instructions.

<b>Application for Federal Assistance SF-424</b>	
16. Congressional Districts Of:	
* a. Applicant <b>Kansas, First</b>	* b. Program/Project: <b>Same</b>
Attach an additional list of Program/Project Congressional Districts if needed.	
17. Proposed Project:	
* a. Start Date: <b>June 2009</b>	* b. End Date: <b>December 2012</b>
18. Estimated Funding (\$):	
*a. Federal	\$84,546.00
*b. Applicant	9,394.00
*c. State	
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	\$93,940.00                      \$0.00
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001).	
<input checked="" type="checkbox"/> **I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: <b>Mr.</b>	*First Name: <b>Tom</b>
Middle Name:	
*Last Name: <b>Naasz</b>	
Suffix:	
*Title: <b>Mayor</b>	
*Telephone Number: <b>(785) 738-3551</b>	Fax Number: <b>(785) 738-2517</b>
*Email: <b>tom.naasz@uap.com</b>	
*Signature of Authorized Representative: <i>Tom Naasz</i>	Date Signed: <b>August 13, 2012</b>

**PART II**

**PROJECT APPROVAL INFORMATION  
SECTION A**

Item 1.

Does this assistance request require State, local, regional, or other priority rating?

Yes     No

Name of Governing Body: FAA  
Priority:

Item 2.

Does this assistance request require State, or local advisory, educational or health clearances?

Yes     No

Name of Agency or Board:  
(Attach Documentation)

Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?

Yes     No

(Attach Comments)

Item 4.

Does this assistance request require State, local, regional or other planning approval?

Yes     No

Name of Approving Agency:

Date:    /    /

Item 5.

Is the proposal project covered by an approved comprehensive plan?

Yes     No

Check one:    State   
Local   
Regional

Location of Plan:    Beloit

Item 6.

Will the assistance requested serve a Federal installation?

Yes     No

Name of Federal Installation:  
Federal Population benefiting from Project:

Item 7.

Will the assistance requested be on Federal land or installation?

Yes     No

Name of Federal Installation:  
Location of Federal Land:  
Percent of Project:

Item 8.

Will the assistance requested have an impact or effect on the environment?

Yes     No

See instruction for additional information to be provided

Item 9.

Will the assistance requested cause the displacement of individuals, families, businesses, or farms?

Yes     No

Number of:  
Individuals:  
Families:  
Businesses:  
Farms:

Item 10.

Is there other related Federal assistance on this project previous, pending, or anticipated?

Yes     No

See instructions for additional information to be provided.

**PART II - SECTION C**

The Sponsor hereby represents and certifies as follows:

1. **Compatible Land Use.** - The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The land in the vicinity of the Moritz Memorial Airport is zoned I-2 (Heavy Industrial District) and A-L (Agricultural District). The airport is right along the city limits so not all of the surrounding land is zoned. The City of Beloit has obtained the necessary aviation easements and monitors all construction around the airport through the Building Official and City permit process.

2. **Defaults.** - The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. **Possible Disabilities.** - There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. **Consistency with Local Plans.** - The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. **Consideration of Local Interest** - It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.

Yes

7. **Public Hearings.** - In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

None necessary for this project.

8. **Air and Water Quality Standards.** - In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

None necessary for this project.

**PART II - SECTION C (Continued)**

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None.

10. Land. – (a) The sponsor holds the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

Tracts of Land as shown on the existing Exhibit A Property Map.

Fee Simple – Tract 1 (161.1 AC), Tract 2 (22.5 AC), Tract 3 (12.0 AC), Tract 4 (10.1 AC), Tract 6 (13.49 AC), Tract 8 (10.66 AC), Tract 12A (2.39 AC), and Tract 12B (4.07 AC).

Easement – Tract 5 (5.7 AC), Tract 7A (0.51 AC), Tract 7B (0.52 AC), Tract 7C (8.47 AC), Tract 13A (0.24 AC), Tract 13B (0.73), Tract 13C (0.26 AC), Tract 13D (0.23 AC), Tract 14A (0.44 AC), Tract 14B (0.34 AC), Tract 14C (0.34 AC), and Tract 14D (0.55 AC).

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land\* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

No additional land is required for this project.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A"

No additional land is required for this project.

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*\*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

**PART III - BUDGET INFORMATION**

**SECTION A - GENERAL**

- 1. Federal Domestic Assistance Catalog No..... \_\_\_\_\_
- 2. Functional or Other Breakout ..... \_\_\_\_\_

**SECTION B - CALCULATION OF FEDERAL GRANT**

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$5,440
2. Preliminary expense			
3. Land, structures, right-of-way			\$84,000
4. Architectural engineering basic fees			\$4,500
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			\$93,940
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			\$93,940
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			\$93,940
20. Federal Share requested of Line 19			\$84,546
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			\$84,546
23. Grantee share			\$9,394
24. Other shares			
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$93,940

**SECTION C - EXCLUSIONS**

Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
<b>Totals</b>	\$	\$

**SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE**

27. Grantee Share	\$9,394
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	\$9,394
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	\$9,394
28. Other Shares	
a. State	
b. Other	
c. Total Other Shares	
29. TOTAL	\$9,394

**SECTION E - REMARKS**

**PART IV PROGRAM NARRATIVE (Attach - See Instructions)**

**ASSURANCES**  
**Airport Sponsors**

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**A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

**B. Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project.

- C. Sponsor Certification.** The sponsor hereby assures and certifies, with respect to this grant that:

## **Federal Regulations**

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.<sup>1 2</sup>
- m. 49 CFR Part 26 – Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.<sup>1</sup>
- o. 49 CFR Part 29 – Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.<sup>1</sup>

## **Office of Management and Budget Circulars**

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

<sup>1</sup> These laws do not apply to airport planning sponsors.

modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in

submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.** It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to

and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
- 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

**20. Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.** It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for

For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

**24. Fee and Rental Structure.** It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

**25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the

- conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
- 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.** It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars

project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

- 38. Hangar Construction.** If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.
- 39. Competitive Access.**
- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
    - 1) Describes the requests;
    - 2) Provides an explanation as to why the requests could not be accommodated; and
    - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
  - b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA  
Airports**

## **Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects**

Updated: 1/25/2012

View the most current versions of these ACs and any associated changes at:  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars)

<b>NUMBER</b>	<b>TITLE</b>
70/7460-1K	Obstruction Marking and Lighting
150/5000-13A	Announcement of Availability—RTCA Inc., Document RTCA-221, Guidance and Recommended Requirements for Airports Surface Movement Sensors
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 1	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5100-13B	Development of State Standards for Non Primary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C	Airport Winter Safety and Operations
150/5200-33B	Hazardous Wildlife Attractants On or Near Airports
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools, and Clothing
150/5210-15A	Airport Rescue & Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

<b>NUMBER</b>	<b>TITLE</b>
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5B	Standardized Method of Reporting Airport Pavement Strength PCN
150/5340-1K	Standards for Airport Markings
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-30F	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L821 Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7E	Specification for L824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacon
150/5345-13B	Specification for L841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	Specification for L823 Plug and Receptacle, Cable Connectors
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	FAA Specification L853, Runway and Taxiway Retroreflective Markers
150/5345-42F	Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories
150/5345-43F	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Taxiway and Runway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specifications for Series to Series Isolation Transformers for Airport Lighting System
150/5345-49C	Specification L854, Radio Control Equipment

**THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY**

DATED: 1/25/2012

<b>NUMBER</b>	<b>TITLE</b>
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-15A	Civil Rights Requirements for the Airport Improvement Program
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-37	Introduction to Safety Management Systems (SMS) for Airport Operators
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D Changes 1 - 4	Construction Progress and Inspection Report – Airport Grant Program
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5370-13A	Offpeak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5380-7A	Airport Pavement Management Program

**THE FOLLOWING ADDITIONAL APPLY TO PFC PROJECTS ONLY**

DATED: 1/25/2012

<b>NUMBER</b>	<b>TITLE</b>
150/5000-12	Announcement of Availability – Passenger Facility Charge (PFC) Application (FAA Form 5500-1)

## ITEMS FOR COUNCIL DISCUSSION

<b>DATE:</b>	<b>TITLE:</b>
September 18, 2012	WORK SESSION DISCUSSION

### DISCUSSION:

Items for discussion at your September 18, 2012 Work Session will include the following:

1. Olsson Associates – RICE-NESHAP Compliance. Ken Fairchild from Olsson and Associates will brief the council about the city's efforts to comply with federal emissions requirements. Included in the packet is a summary of Olsson's efforts to date.

Respectfully submitted,

Glenn Rodden  
City Administrator

## CATALYTIC EQUIPMENT QUOTE EVALUATION PROCEDURE

### BELOIT, KANSAS RICE COMPLIANCE

OLSSON PROJECT NO. 012-0016

#### HISTORY OF CATALYTIC EQUIPMENT RFQs

Since November of 2010, Olsson Associates has issued several requests for quotes (RFQ) to vendors of diesel oxidation catalytic (DOC) equipment. The first RFQ was for 52 RICE units listed as designated network resources (DNR) with the Southwest Power Pool (SPP) by the Kansas Power Pool (KPP). The second RFQ was for 54 RICE units owned by KPP member cities but not listed as DNRs. The third RFQ contained 79 RICE units owned by Nebraska municipal generating utilities. The fourth RFQ was for 33 RICE units for Kansas municipal generating units. Several other RFQ's have been issued with generally only DCL responding.

For each of the first four Requests for Quotes (RFQ) on diesel oxidation catalytic (DOC) equipment Olsson Associates sent out, packages of the data gathered at the plants went to three vendors. These vendors were:

Universal Acoustic and Emission Technology  
Maxim Silencers  
DCL International

Subsequent to the first RFQ, RFQ packages have also been sent to Fairbanks Morse Engine and ProEnergy Services. The RFQ that led to the costs used in the September 23, 2011 report to Beloit was sent to DCL, Universal and Maxim. DCL was the only vendor to respond.

#### DOC EVALUATION CRITERIA

It is critical for the DOC equipment, whether mounted in-line in exhaust piping or furnished in combination with a silencer, to reduce the carbon monoxide in the exhaust stream by the regulatory amount without exceeding the maximum allowed backpressure on the RICE unit. The combined exhaust system backpressure after DOC installation must allow 2" W.C. for flow restriction buildup on the catalytic elements. This 2" W.C. buildup is a not to exceed criteria given in Title 40, Part 63 of the CFR, subpart 4Z, Table 2b. Table 2b also requires the inlet temperature be 450°F or greater, unless a petition for modification is approved by the EPA.

Each vendor was given a spreadsheet that documented each engine/generator's exhaust temperature at the silencer inlet, the exhaust system backpressure at the same location and the manufacturer's maximum exhaust flow rate. Other information included all nameplate data, horsepower, number of cylinders, rpm and whether the engine was a 2 cycle or 4 cycle design. The request for quotes required the DOC equipment to comply with RICE NESHAP 4Z.

Each Vendor's response was evaluated against the following criteria:

1. Pressure drop across the in-line unit or the combination silencer/DC and its relationship to the maximum backpressure allowed for the engine.
2. Percent reduction of carbon monoxide (CO) and performance warranty.
3. Initial cost.

It became clear that cells per square inch (CPSI) of the catalytic element and the percent reduction of CO were the main drivers in the cost of the DOC equipment. A higher CPSI number means a smaller catalytic element and a lower cost. The higher the CPSI number, the higher the pressure drop across the element for a given exhaust flow rate. Designing for a maximum reduction just greater than 70% carbon monoxide requires less precious metals than a design with a safety buffer of say 10% (80% reduction of CO). Olsson Associates believe the safety buffer is important as insurance that engine exhaust flow variations experienced in the field will not cause a failure of the compliance certification testing required by the RICE NESHAP 4Z regulation.

Olsson Associates will not recommend catalytic equipment having pressure drop numbers that when added to the required 2" W.C. margin, cause the exhaust system backpressure to be within 1" W.C. or over the maximum allowed for the engine. This situation leaves no room allowed for pressure drop in the exhaust piping.

The percent reduction of CO by a catalytic element is dependent on the mix and thickness of the precious metals coating on the cells through which the exhaust stream passes. A major cost for the catalytic elements is this coating.

Each RFQ has required the DOC equipment meet the CO reduction set forth in the RICE NESHAP rule. Four of the vendors indicated that the catalytic equipment they quoted would be designed for greater than 70% CO reduction as specified by RICE NESHAP for CI engines. DCL warrants that their quoted equipment will reduce CO by greater than 70% initially and after 8000 hours of operation or three years, whichever occurs first.

In summary, Olsson Associates' evaluation of the DOC quotes received concluded the following:

1. All 2 cycle CI units should use catalytic equipment that is designed with 100 CPSI or equivalent elements.
2. 200 CPSI units can be provided for 4 cycle CI units if the pressure drop across the catalytic equipment, plus the required 2" W.C. margin is at least 3" W.C. less than the maximum allowed backpressure for the unit.
3. That a higher than 70% reduction initially provides insurance that the initial certification tests will be successful and that the required re-certification every 3 years of 8750 hours of operation will be successful for many years to come.

To conclude, DCL has provided the most complete responses to all RFQs issued and received by Olsson Associates. We cannot recommend catalytic equipment with pressure drops that do not leave a minimum 3" W.C. buffer from the maximum allowed for the engine.

All other vendors did not provide equipment quotes for units with exhaust temperatures in the 450° F and lower range. There are often 2 cycle units such as FM 31AD18 and FM33FD16. Beloit has two FM31AD18 units that are active parts of the generation capacity of the plant.