



119 North Hersey Avenue  
P.O. Box 567  
Beloit, Kansas 67420  
Phone: 785-738-3551  
Fax: 785-738-2517  
www.beloitks.org

## CITY COUNCIL AGENDA

Tuesday, September 17, 2013

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
  - 1. Catalytic Converter Project
  - 2. Water District Meeting
  - 3. Comprehensive Plan Meeting

### 4. PUBLIC COMMENT

### 5. CONSENT AGENDA

- A. 9/3/2013 City Council Meeting Minutes
- B. Appropriations 9B

### 6. ORDINANCES

- A.

### 7. RESOLUTIONS

- A.

### 8. FORMAL ACTIONS

- A. Engineering Agreement for North Campus with Schwab-Eaton
- B. Airport Grant Application
- C. Reaction Engineering Bid

### 9. CLOSED SESSION

- A.

### 10. ADJOURNMENT

## **WORK SESSION AGENDA**

### 1. CORRESPONDENCE AND STAFF REPORTS

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

### 2. DISCUSSION ITEMS

- A. North Campus Land Swap
- B. Airport Hangar Bill of Sale and Lease Agreement

### 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 3, 2013

The Beloit City Council met in regular session on September 3, 2013 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, Bob Richard, Kent Miller, Rick Brown, Pat Struble, Matt Otte, and Lloyd Littrell, Robert Petterson. Also present were City Administrator Glenn Rodden, City Attorney Katie Cheney, and City Clerk Amanda Lomax.

Department heads in attendance were Lynn Miller, Kendal Francis, Mike Haeffele, Brenon Odle, and Heather Hartman.

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

Councilor Otte wanted to Code Enforcement Officer Chris Jones for quick response to a complaint that Councilor Otte had about tall weeds. Councilor Otte also thanked the city crews for the good job on the Mill Street Project.

City Administrator Glenn Rodden reported on the following: 1. The warning signs at the dam are posted. 2. Some staff members watched a webinar about the new concealed carry law. 3. There will be a water meeting with the water districts to discuss future plans for water on Monday September 9<sup>th</sup> at the Municipal Building. 4. Hanna-Keelan will be attending a Planning Commission meeting next Tuesday. 5. Mill Street is near completion.

The Consent Agenda consisted of August 20<sup>th</sup>, 2013 Council Meeting Minutes, and appropriations 9A. A motion was made by Councilor Littrell and seconded by Councilor Otte to approve the consent agenda in its entirety. Roll call vote yeas: Delka, Brown, Struble, Miller, Otte, Petterson, Littrell, and Richard. Nays: None.

Ordinance 2131 Standard Traffic Ordinance was presented to Council for approval. A motion was made by Councilor Brown and seconded by Councilor Miller to approve Ordinance 2131 Standard Traffic Ordinance. Roll call vote yeas: Littrell, Richard, Delka, Struble, Petterson, Otte, Brown, and Miller. Nays: None.

Ordinance 2132 Uniform Public Offense Code was presented to Council for approval. A motion was made by Councilor Petterson and seconded by Councilor Brown to approve Ordinance 2132 Uniform Public Offense Code. Roll call vote yeas: Struble, Richard, Delka, Petterson, Littrell, Otte, Brown, and Miller. Nays: None.

Staff is recommending that Council nominate two voting delegates for the League Conference in October. A motion was made by Councilor Otte to nominate City Administrator Glenn Rodden and Director of Water-Wastewater Kendal Francis as voting delegates for the League Conference in October. The motion was seconded by Councilor Littrell. Motion carried 8-0. Nays: None.

Work Session adjourned 8:00 p.m.

---

TOM NAASZ, Mayor

ATTEST:

---

AMANDA LOMAX, City Clerk

# Accounts Payable Detail Listing

City of Beloit

<b>Vend# Vendor Name</b>									
<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>	
<b>1721 A-B BUILDERS</b>									
55409	9/19/2013	9/19/2013	268.75	622462	9/2/2013	15475		Posted	
	30-00-8200			ROAD GRAVEL FOR MILL ST			268.75	0.00	
<b>6 ABRAM READY-MIX, INC</b>									
55348	9/19/2013	9/19/2013	746.69		8/21/2013	15462		Posted	
	30-00-8100			13957 CONCRETE FOR MILL ST AND W,			332.93	0.00	
	30-00-8200			13956 CONCRETE FOR MILL ST AND W,			413.76	0.00	
							746.69	0.00	
55349	9/19/2013	9/19/2013	543.06		8/28/2013	15466		Posted	
	30-00-8100			CONCRETE 14070			362.04	0.00	
	30-00-8100			CONCRETE 14006			181.02	0.00	
							543.06	0.00	
<b>1060 ACCURATE LABS</b>									
55392	9/19/2013	9/19/2013	378.95	SU18486	9/4/2013	13237		Posted	
	51-41-6000			LAB SUPPLIES			378.95	0.00	
<b>8 ACE HARDWARE</b>									
55308	9/19/2013	9/19/2013	41.32		9/3/2013	15470		Posted	
	51-41-6000			OIL & SUPPLIES 441645			20.86	0.00	
	51-41-6000			OIL & SUPPLIES 442178			20.46	0.00	
							41.32	0.00	
55318	9/19/2013	9/19/2013	120.70		9/3/2013	16406		Posted	
	25-00-6000			PAINT & ROLLERS 442008			45.98	0.00	
	25-00-6000			PAINT & ROLLERS 442111			12.78	0.00	
	25-00-6000			PAINT & ROLLERS 442356			22.99	0.00	
	25-00-6000			PAINT & ROLLERS 442460			17.97	0.00	
	25-00-6000			PAINT & ROLLERS 442662			7.99	0.00	
	25-00-6000			PAINT & ROLLERS 442731			12.99	0.00	
							120.70	0.00	
55364	9/19/2013	9/19/2013	3.96	441738	8/8/2013	15041		Posted	
	30-00-8200			PVC CAP & PLUG			3.96	0.00	
55365	9/19/2013	9/19/2013	125.96		8/29/2013	15464		Posted	
	51-41-6000			SUPPLIES 442854			7.98	0.00	
	52-41-6000			SUPPLIES 442854			7.99	0.00	
	51-41-6000			SUPPLIES 442726			54.99	0.00	
	52-41-6000			SUPPLIES 442726			55.00	0.00	
							125.96	0.00	
55366	9/19/2013	9/19/2013	22.99	441985	8/28/2013	16647		Posted	
	10-21-4330			GFCI RECEPCL			22.99	0.00	
55374	9/19/2013	9/19/2013	52.10		8/21/2013	16489		Posted	
	10-11-4300			BUILD MANTENCE 442423			6.34	0.00	
	10-11-4300			BUILD MANTENCE 442455			3.78	0.00	
	10-11-4300			BUILD MANTENCE 442550			20.99	0.00	
	10-11-4300			BUILD MANTENCE 442659			20.99	0.00	
							52.10	0.00	
55449	9/19/2013	9/19/2013	12.98	443416	9/11/2013	16285		Posted	
	53-43-6130			CONCRETE MIX			12.98	0.00	
55454	9/19/2013	9/19/2013	30.17		9/9/2013	16659		Posted	
	10-17-6800			SUPPLIES 443346			2.20	0.00	
	10-17-6800			SUPPLIES 443222			4.98	0.00	
	10-19-6000			SUPPLIES 443412			22.99	0.00	
							30.17	0.00	
55485	9/19/2013	9/19/2013	124.90		9/11/2013	13378		Posted	
	53-41-6000			SUPPLIES 443421			18.56	0.00	
	53-41-6000			SUPPLIES 442719			19.96	0.00	
	53-41-6000			SUPPLIES 442781			38.86	0.00	
	53-41-6000			SUPPLIES 442830			9.87	0.00	
	53-41-6000			SUPPLIES 443052			16.67	0.00	
	53-41-6000			SUPPLIES 443147			20.98	0.00	
							124.90	0.00	
<b>9 ACKERMAN SUPPLY</b>									
55316	9/19/2013	9/19/2013	13.48	227640	9/3/2013	16400		Posted	
	25-00-6000			PAINT AND ROLLER			13.48	0.00	

# Accounts Payable Detail Listing

City of Beloit

**Vend# Vendor Name**

<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
<b>80 BELOIT TYPEWRITER EXCHANGE (continued)</b>								
55492	9/19/2013	9/19/2013	38.99	268507	9/11/2013	16654		Posted
	10-18-6110			PAPER			38.99	0.00
<b>88 BLUE CROSS &amp; BLUE SHIELD INSURANCE</b>								
55343	9/19/2013	9/19/2013	63,564.15		9/15/2013	16549		Posted
	21-00-2100			SEPTEMBER HEALTH INSURANCE			63,564.15	0.00
<b>91 BOETTCHER SUPPLY INC</b>								
55319	9/19/2013	9/19/2013	73.20		7/29/2013	16405		Posted
	10-15-4330			PLUGS& BLADES 812213			34.20	0.00
	10-15-4330			PLUGS& BLADES 813664			39.00	0.00
							73.20	0.00
55368	9/19/2013	9/19/2013	32.65		8/30/2013	15039		Posted
	30-00-8200			COUPLING & ELBOW 812577-1			23.27	0.00
	30-00-8200			COUPLING & ELBOW 817688-1			9.38	0.00
							32.65	0.00
55369	9/19/2013	9/19/2013	13.77		9/5/2013	16374		Posted
	53-43-6000			LUGS & BATTERY 818300-1			4.80	0.00
	53-43-6000			LUGS & BATTERY 819417-1			8.97	0.00
							13.77	0.00
55411	9/19/2013	9/19/2013	46.42	819598-1	9/5/2013	16378		Posted
	53-43-4390			SODIUM			46.42	0.00
<b>1258 BUMPER TO BUMPER AUTO PARTS</b>								
55320	9/19/2013	9/19/2013	148.21		8/2/2013	16404		Posted
	10-15-4330			HOSE & BATTERY & SUPPLIES 614964			25.75	0.00
	10-15-4330			HOSE & BATTERY & SUPPLIES 615436			86.89	0.00
	10-15-4330			HOSE & BATTERY & SUPPLIES 615720			35.57	0.00
							148.21	0.00
55344	9/19/2013	9/19/2013	(94.77)	614335	8/28/2013	16639		Posted
	10-18-4310			DISTRUBUTION RETURN			0.00	94.77
55345	9/19/2013	9/19/2013	254.49	617507	9/4/2013	16369		Posted
	53-43-4310			OIL & FUEL FILTERS			254.49	0.00
55390	9/19/2013	9/19/2013	200.15	617405	9/7/2013	15051		Posted
	51-43-6180			OIL FILTERS & SUPPLIES			200.15	0.00
55402	9/19/2013	9/19/2013	12.15	616805	8/27/2013	13887		Posted
	10-13-4310			OIL FILTER & WINDSHIELD WASHER			12.15	0.00
55447	9/19/2013	9/19/2013	4.74	617534	9/4/2013	16378		Posted
	53-43-4310			WASHER SOLVENT			4.74	0.00
55448	9/19/2013	9/19/2013	16.30	617925	9/10/2013	16280		Posted
	53-43-4310			FILTERS			9.56	0.00
	53-43-4310			FILTERS			6.74	0.00
							16.30	0.00
55477	9/19/2013	9/19/2013	189.68	617908	9/10/2013	15054		Posted
	51-43-4310			PLATINUM ALTERNATOR CASTING			189.68	0.00
55497	9/19/2013	9/19/2013	10.16	617718	9/11/2013	16660		Posted
	10-18-4330			BELT FOR EDGER			10.16	0.00
<b>1091 CARD SERVICES</b>								
55443	9/19/2013	9/19/2013	519.97		8/28/2013	16900		Posted
	10-15-6270			HANYS EXPRESS			81.19	0.00
	10-15-5800			BRANDLYS CAFE			12.96	0.00
	10-13-5320			POST OFFICE			9.19	0.00
	10-15-5800			SUBWAY			8.44	0.00
	10-15-5800			BOSS HAWGS			24.34	0.00
	10-15-5800			TOPEKA			18.30	0.00
	10-15-5800			CLUBHOUSE INN			145.55	0.00
	10-17-3000			CRIMINAL HISTORY REPORTS			220.00	0.00
							519.97	0.00
55479	9/19/2013	9/19/2013	469.67		8/28/2013	16899		Posted
	10-15-6110			NOTRON			97.32	0.00
	10-11-5800			SHERATON			322.36	0.00
	10-11-4300			MACAFEE PROTECTION			49.99	0.00
							469.67	0.00

# Accounts Payable Detail Listing

City of Beloit

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>				<u>Description</u>			<u>Debit</u>	<u>Credit</u>
115	<b>CONRAD FIRE EQUIPMENT (continued)</b>									
55401	9/19/2013	9/19/2013	635.72	401420	8/28/2013	13885			635.72	Posted 0.00
	10-13-7450			SUPPLIES						
2667	<b>CREITZ STANDLEY</b>									
55419	9/19/2013	9/19/2013	956.23		9/10/2013	16851			956.23	Posted 0.00
	10-12-3320			RESTITUTION FOR CASE 201300262						
1913	<b>CROP PRODUCTION SERVICES</b>									
55323	9/19/2013	9/19/2013	70.38	522900	8/27/2013	16364			70.38	Posted 0.00
	53-43-6170			REMEDY						
55476	9/19/2013	9/19/2013	180.47	522649	8/12/2013	13383			180.47	Posted 0.00
	53-41-4360			BLUE DYE						
55495	9/19/2013	9/19/2013	137.65	234671	9/11/2013	16658			137.65	Posted 0.00
	10-18-6170			MAKAZE						
1358	<b>CUNNINGHAM TELEPHONE &amp; CABLE CO</b>									
55377	9/19/2013	9/19/2013	341.30	11854	9/1/2013	16530			341.30	Posted 0.00
	10-11-5310			ADMIN						
55378	9/19/2013	9/19/2013	84.51	11856	9/1/2013	16529			84.51	Posted 0.00
	10-13-5310			PD						
55379	9/19/2013	9/19/2013	74.77	12334	9/1/2013	16528			74.77	Posted 0.00
	10-14-5310			FIRE DEP						
55380	9/19/2013	9/19/2013	221.73	13094	9/1/2013	16526			221.73	Posted 0.00
	10-18-5310			PARK & REC						
55381	9/19/2013	9/19/2013	141.98	13610	9/1/2013	16524			141.98	Posted 0.00
	10-22-5310			AIRPORT						
55382	9/19/2013	9/19/2013	111.23	13609	9/1/2013	16525			111.23	Posted 0.00
	53-43-5310			SYSTEMS OP					37.08	0.00
	52-43-5310			SYSTEMS OP					37.08	0.00
	51-43-5310			SYSTEMS OP					37.07	0.00
									111.23	0.00
55383	9/19/2013	9/19/2013	57.77	3362	10/15/5310	16522			57.77	Posted 0.00
	10-15-5310			STREET DEP						
55384	9/19/2013	9/19/2013	55.54	13611	9/1/2013	16523			55.54	Posted 0.00
	10-21-5310			POOL						
55490	9/19/2013	9/19/2013	259.74	12754	9/1/2013	16527			183.39	Posted 0.00
	53-41-5310			PLANT					76.35	0.00
	51-41-5310			PLANT					259.74	0.00
193	<b>DOLLAR GENERAL STORE-MSC-410526</b>									
55493	9/19/2013	9/19/2013	15.90	100023971	9/11/2013	1665			15.90	Posted 0.00
	10-18-6000			COFFEE						
2399	<b>DPC INDUSTRIES, INC.</b>									
55394	9/19/2013	9/19/2013	5,404.79	817002149-13	8/22/2013	13254			5,404.79	Posted 0.00
	51-41-6170			PERMANGANATE						
2053	<b>EMG, INC</b>									
55431	9/19/2013	9/19/2013	1,385.66		9/6/2013	16911			1,385.66	Posted 0.00
	53-41-3000			ENERGY CONSULTING AGREEMENT						
243	<b>FRASIER AND JOHNSON LLC</b>									
55420	9/19/2013	9/19/2013	32.00		9/10/2013	16858			32.00	Posted 0.00
	10-12-3000			COURT APPOINTED ATTORNEY FEES F						
2426	<b>HALL BROTHERS INC.</b>									
55434	9/19/2013	9/19/2013	165,364.60		8/19/2013	16914			165,364.60	Posted 0.00
	30-00-3000			MILLING						
2659	<b>HAWKINS</b>									
55354	9/19/2013	9/19/2013	810.00	3506155 R1	8/29/2013	13258			810.00	Posted 0.00
	51-41-6170			CHLORINE						
1279	<b>HD SUPPLY WATERWORKS, LTD</b>									
55388	9/19/2013	9/19/2013	107.72	B416938	9/3/2013	15048			107.72	Posted 0.00
	51-43-6000			ROMAC RESTRAINT						
305	<b>HISEROTE TRASH SERVICE</b>									

# Accounts Payable Detail Listing

City of Beloit

**Vend# Vendor Name**

Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status
	Account#	Work Order		Description			Debit	Credit
<b>251 KANSAS GAS SERVICE (continued)</b>								
55423	9/19/2013	9/19/2013	1,013.80		8/26/2013	16533		Posted
	53-41-6210			215 S CHESTNUT - POWER PLANT			1,013.80	0.00
55424	9/19/2013	9/19/2013	32.53		9/17/2013	16532		Posted
	51-41-6210			215B CHESTNUT - WATER PLANT			32.53	0.00
55425	9/19/2013	9/19/2013	45.98		9/16/2013	16534		Posted
	53-43-6210			416 E 12- AMORY			11.49	0.00
	52-43-6210			416 E 12- AMORY			11.50	0.00
	51-43-6210			416 E 12- AMORY			11.50	0.00
	10-13-6210			416 E 12- AMORY			11.49	0.00
							45.98	0.00
55426	9/19/2013	9/19/2013	39.45		9/17/2013	16535		Posted
	10-14-6210			601 N MILL - FIRE			39.45	0.00
55427	9/19/2013	9/19/2013	60.00		9/16/2013	16536		Posted
	51-41-6210			502 E 12 BLDG B - GENE			60.00	0.00
55428	9/19/2013	9/19/2013	244.65		8/26/2013	16537		Posted
	10-19-6210			1720 N HERSEY			244.65	0.00
55429	9/19/2013	9/19/2013	326.74		9/19/2013	16538		Posted
	53-41-6210			POWER			70.63	0.00
	10-22-6210			AIRPORT			39.63	0.00
	10-15-6210			STREETS			46.83	0.00
	10-11-6210			ADMIN			38.62	0.00
	51-41-6210			WATER			37.02	0.00
	10-18-6210			PARK			30.08	0.00
	51-43-6210			SYSTEMS OP			21.31	0.00
	51-43-6210			SYSTEMS OP			21.31	0.00
	53-43-6210			SYSTEMS OP			21.31	0.00
							326.74	0.00
<b>367 KANSAS MUNICIPAL UTILITIES</b>								
55324	9/19/2013	9/19/2013	3,000.00	11968	7/31/2013	16370		Posted
	53-43-2400			POWER PLANT CERTIFICATE PROGRAI			750.00	0.00
	53-41-2400			POWER PLANT CERTIFICATE PROGRAI			2,250.00	0.00
							3,000.00	0.00
55414	9/19/2013	9/19/2013	500.00	11977	9/6/2013	16379		Posted
	53-43-2400			3RD YEAR FOR LINEMANS PROGRAM			500.00	0.00
<b>370 KANSAS ONE CALL SYSTEM INC</b>								
55357	9/19/2013	9/19/2013	68.40		8/31/2013	16507		Posted
	53-43-3000			LOCATES			22.80	0.00
	52-43-3000			LOCATES			22.80	0.00
	51-43-3000			LOCATES			22.80	0.00
							68.40	0.00
55385	9/19/2013	9/19/2013	68.40	3080167	8/31/2013	16532		Posted
	53-43-3000			LOCATES			22.80	0.00
	51-43-3000			LOCATES			22.80	0.00
	52-43-3000			LOCATES			22.80	0.00
							68.40	0.00
55408	9/19/2013	9/19/2013	58.80	3070166	7/31/2013	16468		Posted
	53-43-3000			LOCATES			19.60	0.00
	51-43-3000			LOCATES			19.60	0.00
	52-43-3000			LOCATES			19.60	0.00
							58.80	0.00
<b>394 KRIERS' AUTO PARTS</b>								
55331	9/19/2013	9/19/2013	22.46		8/14/2013	16402		Posted
	10-15-7450			OIL & ADAPTER 141822			14.99	0.00
	10-15-7450			OIL & ADAPTER 142649			7.47	0.00
							22.46	0.00
55353	9/19/2013	9/19/2013	4.80	4925-141628	8/12/2013	15040		Posted
	52-43-6000			FUSE			4.80	0.00
55453	9/19/2013	9/19/2013	7.89	4925-143695	9/11/2013	16281		Posted
	53-43-4310			GREASE GUN COUPLER			7.89	0.00
55472	9/19/2013	9/19/2013	17.49	4925-143683	9/9/2013	13388		Posted
	53-41-4360			LIQUID FILLED GAUGE			17.49	0.00

# Accounts Payable Detail Listing

City of Beloit

<u>Vend#</u>		<u>Vendor Name</u>		<u>Pay#</u>	<u>Post.Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>						<u>Description</u>			<u>Debit</u>	<u>Credit</u>
<b>2425 PROCALL, LLC (continued)</b>												
55393	9/19/2013	9/19/2013	364.00		8/26/2013	16788		SEPT 2013 BILL			364.00	Posted 0.00
<b>2671 PUBLIC SQUARE COMMUNITIES</b>												
55418	9/19/2013	9/19/2013	500.00	52	9/5/2013	15476		LEAP SPEAKER			250.00	Posted 0.00
	51-41-6000							LEAP SPEAKER			250.00	0.00
	53-41-6000										500.00	0.00
<b>321 RICOH USA, INC</b>												
55437	9/19/2013	9/19/2013	1,158.00		8/31/2013	16908		RENTAL AGREEMENT FOR COPIER			1,158.00	Posted 0.00
<b>1948 ROTARY INTERNATIONAL BELOIT</b>												
55355	9/19/2013	9/19/2013	56.00	1351	8/20/2013	15463		ROTARY DUES			56.00	Posted 0.00
<b>2546 RR DONNELLEY</b>												
55373	9/19/2013	9/19/2013	168.19	917716239	8/23/2013	16519		SUPPLIES			168.19	Posted 0.00
<b>575 SAGE PRODUCTS</b>												
55482	9/19/2013	9/19/2013	106.60	0049405-IN	8/29/2013	13380		BAGS			106.60	Posted 0.00
<b>94 SCHENDEL PEST CONTROL</b>												
55413	9/19/2013	9/19/2013	50.00		9/9/2013	16375		SPRAING GARAGE & INTERIOR OF ARM			12.50	Posted 0.00
	51-43-3000							SPRAING GARAGE & INTERIOR OF ARM			12.50	0.00
	52-43-3000							SPRAING GARAGE & INTERIOR OF ARM			12.50	0.00
	53-43-3000							SPRAING GARAGE & INTERIOR OF ARM			12.50	0.00
	10-13-3000							SPRAING GARAGE & INTERIOR OF ARM			12.50	0.00
											50.00	0.00
<b>488 SCHWAB EATON BELOIT</b>												
55333	9/19/2013	9/19/2013	464.50		7/30/2013	16395		PROFESSIONAL SERVICES			464.50	Posted 0.00
55433	9/19/2013	9/19/2013	309.00		9/6/2013	16913		PREPARATION FOR E MAIN			309.00	Posted 0.00
<b>607 SHAMBURG OIL COMPANY</b>												
55334	9/19/2013	9/19/2013	35.70	386317	8/1/2013	16398		PROPANE			35.70	Posted 0.00
55346	9/19/2013	9/19/2013	388.49		8/30/2013	15034		FUEL 389926			192.11	Posted 0.00
	53-43-6270							FUEL 390511			196.38	0.00
	53-43-6270										388.49	0.00
55347	9/19/2013	9/19/2013	87.01	390285	9/3/2013	15046		FUEL			87.01	Posted 0.00
55412	9/19/2013	9/19/2013	777.00		9/5/2013	16377		FUEL/ OIL 388697			117.00	Posted 0.00
	53-43-6270							FUEL/ OIL 391502			220.00	0.00
	53-43-6180							FUEL/ OIL 391502			220.00	0.00
	52-43-6180							FUEL/ OIL 391502			220.00	0.00
	51-43-6180							FUEL/ OIL 391502			220.00	0.00
											777.00	0.00
55478	9/19/2013	9/19/2013	64.00	392196	9/10/2013	15053		FUEL			64.00	Posted 0.00
<b>2018 GRANT SNEATH</b>												
55391	9/19/2013	9/19/2013	13.84		9/5/2013	16372		TRAVEL EXPENSES			13.84	Posted 0.00
<b>626 SOLOMON VALLEY HOME CENTER</b>												

# Accounts Payable Detail Listing

City of Beloit

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
		<u>Account#</u>	<u>Work Order</u>			<u>Description</u>			<u>Debit</u>	<u>Credit</u>
1163	<b>TMHC SERVICES INC (continued)</b>									
55438		9/19/2013	9/19/2013	313.50			8/31/2013	16904		Posted
		10-11-3000				EMPLOYEE ASSISTANCE PROGRAM 18			126.00	0.00
		10-11-3000				EMPLOYEE ASSISTANCE PROGRAM 18			187.50	0.00
									<u>313.50</u>	<u>0.00</u>
1533	<b>ULTRA CLEAN CAR WASH</b>									
55505		9/19/2013	9/19/2013	96.78			8/31/2013	16916		Posted
		10-13-7420				CAR WASH			96.78	0.00
1627	<b>UNITED RENTALS INC</b>									
55356		9/19/2013	9/19/2013	98.64	113519796-001		8/21/2013	15044		Posted
		52-43-6000				PIPE & SUPPLIES			98.64	0.00
822	<b>USA BLUE BOOK</b>									
55387		9/19/2013	9/19/2013	94.95	136472		8/27/2013	15049		Posted
		52-43-7450				TIME MARK			94.95	0.00
410	<b>UTILITIES</b>									
55310		9/19/2013	9/19/2013	744.81			8/31/2013	16515		Posted
		10-13-6220				SHARED UTILITIES FOR COUNTY JAIL			744.81	0.00
2067	<b>VERIZON WIRELESS SERVICES, LLC</b>									
55311		9/19/2013	9/19/2013	159.99	9709979565		9/11/2013	16514		Posted
		10-11-5310				ADMIN CELL			80.00	0.00
		10-20-5310				ADMIN CELL			79.99	0.00
									<u>159.99</u>	<u>0.00</u>
55312		9/19/2013	9/19/2013	125.42	9710010220		9/11/2013	16511		Posted
		53-43-5310				SYSTEMS OP			41.80	0.00
		52-43-5310				SYSTEMS OP			41.81	0.00
		51-43-5310				SYSTEMS OP			41.81	0.00
									<u>125.42</u>	<u>0.00</u>
55313		9/19/2013	9/19/2013	43.72	9710018269		9/11/2013	16512		Posted
		53-41-5310				POWER PANT STAND BY			43.72	0.00
55395		9/19/2013	9/19/2013	147.10	2952705668		9/4/2013	16787		Posted
		10-13-5310				CELL SERVICES			147.10	0.00
55489		9/19/2013	9/19/2013	45.09	534-9638		9/12/2013	16902		Posted
		10-18-5310				PARK ON CALL			45.09	0.00
758	<b>ZEP INC.</b>									
55471		9/19/2013	9/19/2013	166.95	9301836396		8/2/2013	13389		Posted
		53-41-6000				HAND SOAP DISPENSERS			166.95	0.00

311,472.30 172 Non-voided payables listed.

Report Setup AP - Accounts Payable Listing : Vendor Name Filter Options Starting: 9/19/2013 Ending: 9/19/2013 Banks: All Payable Status: Posted, Printed, ACH, Recorded, Voided All Vendors Selected
---

## REQUEST FOR COUNCIL ACTION

<b>DATE:</b>	<b>TITLE:</b>
September 17, 2013	North Campus Sewer Engineering Agreement
<b>ORIGINATING DEPARTMENT:</b>	<b>TYPE OF ACTION:</b>
Administration	<input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

### RECOMMENDATION:

I recommend that the city council approve the attached engineering agreement with Schwab Eaton Engineering for the preparing plans at the North Campus.

### FISCAL NOTE:

- The cost for this service will be \$72,500.00. Funding for this project will come from the city's 2013 capital improvement projects fund. The CIP fund has a current balance of \$695,689.92.

### DISCUSSION:

The proposed agreement would provide the City of Beloit with engineering services for the entire North Campus area.

Respectfully submitted,

Glenn Rodden  
City Administrator

# AGREEMENT

Between

**SCHWAB-EATON, P.A., CONSULTING ENGINEERS**

and

**CITY OF BELOIT, KANSAS**

This AGREEMENT, made and entered into by and between Schwab-Eaton, P.A., Consulting Engineers, Manhattan, Kansas, party of the first part (hereinafter called the Engineer) and the City of Beloit, Kansas, party of the second part (hereinafter called the City):

*WITNESSETH:*

*WHEREAS*, the City is authorized and empowered to contract with the Engineers for the purpose of preparing plans and other professional engineering services for the development of grading, street, storm sewer, storm water detention and erosion control improvements in the North Campus Development consisting of approximately 7700 LF of paved street, 1100 LF of various sized storm sewer piping, 8 curb inlets, site grading and various appurtenances.

*WHEREAS*, the Engineers are licensed in accordance with the law of the State of Kansas and are qualified to perform the professional engineering desired by the City, now, therefore,

*IT IS AGREED* by and between the two parties aforesaid as follows:

## **SECTION I - SERVICES AND RESPONSIBILITIES OF THE ENGINEER**

### **PART A - PLAN DEVELOPMENT**

1. Confer with City officials on specific project requirements, finance issues (if applicable), schedules and other pertinent matters.
2. Meet with the City regarding layout, grading, storm drainage, storm water detention and erosion control required for the street improvements project.
3. Conduct any additional field surveys as required for the development of the street project plans
4. Confer with the City on various design considerations, including layout of streets, paving options, grading alternatives and storm water detention.
5. Design street, grading, storm drainage, storm water detention and erosion control improvements for the entire North Campus development. The design will be completed with the understanding that the City will be constructing the improvements.
6. Complete preliminary plans and cost estimates and review with City officials.
7. Prepare final plans and review with City officials. While the Plans will be detailed to a level sufficient for the City to properly complete the construction, they will not be detailed as though

the services required under this Agreement.

2. Furnish authorization to commence work on various parts of the work outlined in Section I above for the services required under this Agreement.
3. Reimburse the Engineer as follows:
  - a. For the services set forth in Section I, Part A above, the Engineer shall be paid a lump sum total amount of \$63,100.00. Such fee shall be paid upon the completion of the Plans and acceptance by the City.
  - b. For the services set forth in Section I, Part B above, the Engineer shall be paid a lump sum total amount of \$9,400.00. Such fee shall be paid incrementally on a monthly basis for the proportional amount of the work completed at the time of the monthly billing.
  - c. For the services set forth in Section I, Part C above (if required for the completion of the project), the Engineer shall be paid the actual payroll costs charged to the work multiplied by a factor of 2.85 which shall represent just and full compensation for the work.
4. To the extent permitted by current State Statutes, including but not limited to municipal budget and cash basis, the City further agrees that this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the present governing body and their successor.

### **SECTION III - MUTUAL AGREEMENTS**

It is mutually agreed by the parties hereto:

1. That the services to be performed by the Engineer are personal and cannot be assigned, sublet or transferred without the written consent of the City.
2. That the right is reserved by the City to terminate this Agreement at any time, upon written notice, in the event the improvement is to be abandoned or indefinitely postponed or because of the Engineer's disability or death, or because the services of the Engineer are unsatisfactory, or failure by the Engineer to prosecute the work with due diligence or to complete the work within the time limits specified in this Agreement; provided however, that in any case, the Engineer shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement.
3. That an adjustment of the Engineer's fee as stipulated in this Agreement may be made if, for any reason, the scope of the work as set forth herein is materially changed. The amount of fee adjustment shall be based on an equitable formula which shall be mutually agreed upon by and between the parties at the time the scope of work is materially changed.
4. That the City will construct the improvements to be designed as part of this contract.
5. That the services outlined in Section I, Part B above, are for the Silver Fox Estates phase of the North Campus Development project only.

1096 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent consultants, products-completed operations, and personal and advertising injury.

3. City of Beloit, Kansas and all other parties required by the contract shall be included as additional insured's on the CGL. This insurance for the additional insured shall be as broad as the insurance for the named insured Consultant. It shall apply as Primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
  4. Consultant shall maintain CGL coverage for itself and all additional insured's for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of work.
- ii. Automobile Liability with limits of at least \$1,000,000 each accident.
    1. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.
    2. Owner shall be included as insured on the auto liability policy.
  - iii. Workers Compensation and Employers Liability limit of at least \$500,000 each accident, \$500,000 for bodily injury by accident, and \$500,000 each employee for injury by disease.
    1. Where applicable, US Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
    2. Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.
  - iv. Professional Liability Insurance: Consultant shall purchase and maintain insurance with a limit of \$1,000,000 for each claim and in the aggregate.

c. Consultant shall provide, prior to the commencement of the project, a certificate of insurance illustrating compliance with the insurance requirements outlined above. This certificate and the insurance policies required shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the City of Beloit, Kansas,

#### 9. Assignment of and Responsibility for Personnel

- a. Consultant's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance.
- b. While upon City premises or property under the City's control, the Consultant's employees, agents, and subconsultants shall be subject to the City's rules and regulations respecting its property and the conduct of its employees thereon.

#### 10. Ownership & Reuse of Documents

- a. All drawings, specifications, test reports, and other materials and work products which are prepared or furnished by the City prior to this Agreement, or for the performance thereof, shall remain the City's sole property. The City shall make available to Consultant the copies of such materials as necessary for Consultant to

reference, represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Consultant, and attached hereto.

- d. Severability. If any part, term, or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- e. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision or breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- f. Assignment. Nothing in this Agreement shall be construed to give any rights or benefits to any party other than the City and Consultant. Consultant shall not assign any interest in this Agreement without the City's prior written consent. If Consultant assigns an interest in this Agreement without the City's prior written consent, such assignment shall be void, and City may immediately terminate or suspend this Agreement.
- g. Successors and Assigns. Subject to Paragraph 13-F, this Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
- h. Third Parties. The Services to be performed by Consultant are intended solely for the benefit of the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

*IT IS FURTHER AGREED* that this Agreement and all contracts entered into under the provisions of this Contract shall be binding upon the parties hereto and their successors and assigns.

*IN WITNESS WHEREOF*: said parties have caused this Agreement to be signed by their duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF BELOIT, KANSAS

SCHWAB-EATON, P.A.  
CONSULTING ENGINEERS  
MANHATTAN, KANSAS

BY \_\_\_\_\_  
Mayor

BY \_\_\_\_\_  
Stuart Porter, Project Manager

*ATTEST:*

*WITNESS:*

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

BY \_\_\_\_\_  
Randy Stroede, Licensed Surveyor

## REQUEST FOR COUNCIL ACTION

<b>DATE:</b>	<b>TITLE:</b>
September 17, 2013	AIRPORT GRANT APPLICATION
<b>ORIGINATING DEPARTMENT:</b>	<b>TYPE OF ACTION:</b>
Administration	<input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION
	<input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

### RECOMMENDATION:

I recommend that the Council approve enclosed Airport Grant Application with Kansas Department of Transportation.

### FISCAL NOTE:

- There is no cost for this item.

### DISCUSSION:

Project Engineer Brad Waller from Alfred Benesch has worked with us on the enclosed application for the grading portion of the airport runway expansion project. KDOT is now offering a grant that matches FAA funding with a 90%/10% split. If the city is funded under this program, we will stay on our original schedule for this project.

Respectfully submitted,

Glenn Rodden  
City Administrator

# Kansas Airport Improvement Program Application Form

**Date: September ??, 2013**

Indicate for which Fiscal Year (FY) the application is to be considered, or Emergency

FY2014 .....

Fiscal Year runs from July 1 . June 30 (Applications due September 30 of the preceding year)

EMERGENCY .....

**Applicant/Sponsor:** City of Beloit, Kansas

**Airport Identifier:** Moritz Memorial Airport

**Project Category:** | Design/Planning  Modernization  Equipment  Preservation

**Project Description:** Construction (Grading Only) for extending Runway 17/35 by 583 feet for an ultimate runway 4,200 feet long. See attached write up for more information.

Total Project Costs \$ 890,000.00 (90% KDOT - \$800,000; 10% Local - \$90,000)

We understand that if the project is approved, the Kansas Department of Transportation will participate in the project cost at the rate identified in the Program Guidelines as published on the KDOT Aviation website (<http://www.ksdot.org/divAviation>), not to exceed \$800,000 of state funds (\$1,600,000 for new primary runways; \$1,200,000 for full-depth reconstruction of existing primary runway). The Sponsor will be responsible for letting the contract for bids and supervising construction. Construction engineering is an eligible cost on construction contracts. Design is not an eligible cost except through a separate design grant.

Sponsor's Contact Person Glenn Rodden Title City Administrator

Address 119 N. Hersey Ave. - Beloit, KS 67420

Phone (785) 738-3551 Fax (785) 738-2517 e-mail [grodden@beloitks.org](mailto:grodden@beloitks.org)

Sponsor's Signature \_\_\_\_\_ Title City Administrator

Additional information attached

**Moritz Memorial Airport - Beloit, Kansas**  
**Engineer's Opinion of Probable Cost**  
**Runway 17/35 Construction - Grading**

<u>Item No.</u>	<u>Description</u>	<u>Unit</u> <u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Total</u>
1	Site Preparation and Mobilization	1	LS	\$50,000.00	\$50,000.00
2	Traffic Control	1	LS	\$17,500.00	\$17,500.00
3	KDOT Type A Construction Lab	1	EA	\$5,000.00	\$5,000.00
4	Brick And Concrete Waste Removal	1	LS	\$10,000.00	\$10,000.00
5	Unclassified Excavation	35,570	CY	\$7.00	\$248,990.00
6	Compaction (100%)	2,220	CY	\$5.00	\$11,100.00
7	Compaction (95%)	7,390	CY	\$4.50	\$33,255.00
8	Compaction (92%)	17,000	CY	\$4.00	\$68,000.00
9	Installation Of Scour Protection Mat	50	EA	\$100.00	\$5,000.00
10	Installation, Maintenance, And Removal Of Silt	1,260	LF	\$1.50	\$1,890.00
11	Fly Ash Treated Subgrade	90	SY	\$50.00	\$4,500.00
12	Fly Ash	6	TON	\$57.50	\$345.00
13	18" Class II RCP	120	LF	\$55.00	\$6,600.00
14	48" Class II RCP	480	LF	\$127.00	\$60,960.00
15	Type I End Section (18")	2	EA	\$650.00	\$1,300.00
16	Type I End Section (48")	4	EA	\$1,500.00	\$6,000.00
17	Seeding	13	AC	\$1,050.00	\$13,650.00
18	Topsoiling (6") (Obtain On Site)	10,365	CY	\$6.00	\$62,190.00

<b>CONSTRUCTION ESTIMATE</b>	<b>\$606,280.00</b>
<b>Engineering (Plan Completion)</b>	<b>\$15,000.00</b>
<b>Engineering (Bidding &amp; Construction Services) (10%)</b>	<b>\$60,628.00</b>
<b>Total Estimate</b>	<b>\$666,908.00</b>

<b>KDOT Aviation Portion (90%)</b>	<b>\$600,000.00</b>
<b>Beloit Local Match (10%)</b>	<b>\$67,000.00</b>

## REQUEST FOR COUNCIL ACTION

<b>DATE:</b>	<b>TITLE:</b>		
September 17, 2013	Reaction Engineering Bid		
<b>ORIGINATING DEPARTMENT:</b>	<b>TYPE OF ACTION:</b>	<input type="checkbox"/> <b>ORDINANCE</b>	<input type="checkbox"/> <b>RESOLUTION</b>
Parks and Recreation		<input checked="" type="checkbox"/> <b>FORMAL ACTION</b>	<input type="checkbox"/> <b>OTHER</b>

### RECOMMENDATION:

I recommend that the Council approve the bid for boiler chemicals and services from Reaction Engineering.

### FISCAL NOTE:

- The cost of this item is \$15,546.73.
- Funding for this type of item is available in line item 10-19-6170.

### DISCUSSION:

The attached letter from Parks and Recreation Director Lynn Miller provides a detailed discussion of why we need to purchase this product and service from Reaction Engineering.

Respectfully submitted,

Glenn Rodden  
City Administrator

Lynn Miller  
Director of Parks and Recreation  
119 North Hersey Avenue  
P O Box 567  
Beloit, Kansas 67420



Tel No (785) 738-2270  
Fax No (785) 738-2517  
Email: millerparks@nckcn.com

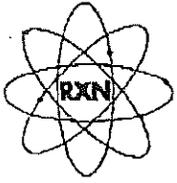
To: Glenn Rodden  
From: Lynn Miller

We are preparing for the upcoming heating season at North Campus and will need to purchase the chemicals to run the high-pressure boiler. This will include the chemicals for the steam boiler treatment and the steam line treatment. We have purchased these chemicals from Reaction Engineering, Inc. since the time the Parks and Recreation Department took over the responsibility for this and would like to continue to purchase from the one source. There are several reasons we would like to purchase these chemical from the one source:

- Reaction Engineering comes on a monthly basis and does in-depth chemical checks that we do not perform a daily basis. Their checks allows us to regulate the chemicals to the desired level for the boiler/steam line functioning.
- The lines would need to be flushed if we changed chemicals due to the different chemical make-up
- The pumps would also need to be flushed
- We have a partial barrel of both chemicals that we can begin the season with and if we changed chemical companies we would have to discard them or flush lines once the boiler was started for the season
- Parks and Recreation staff are continuing to learn the workings of the boiler and anything that can be done to keep the boiler/steam lines constant with the same chemical analysis would be helpful to the staff and better on the system.
- Reaction Engineering service has been very helpful when we have had occasions when our daily chemical test was outside the desired limits. They have been in contact with us by phone or have come to do their own extra analysis to get us back into the desired limits.
- The State of Kansas used Reaction Engineering before we took over responsibility so their chemicals have been used in this boiler since it was put in operation.

I am attaching the quote from Reaction Engineering for the chemical purchase. This purchase would be from line item: 10-19-6170.

Thanks for your consideration on this.  
Lynn



Reaction Engineering, Inc

PO Box 8413  
Pueblo, CO 81008-8413

# Quote

Date	Quote/SO#
9/9/2013	6527

Name / Address
Beloit, City of 117 N. Hersey Beloit, KS 67420

Ship To
Beloit, City of 1720 N. Hersey Beloit, KS 67420

P.O. No.	Terms	Rep	FOB	Expected Delivery
	Net 30	RON H	Denver, CO	1 week
Description			Qty	Total
RXN-3020 Steam Boiler Treatment, (55-gallons)			5	9,285.00
RXN-59, Steam Line Treatment (30-gallon)			4	5,576.00
REPI8010-P, Potassium Iod/Iod N/126 (Quart)			1	35.73
RF-Freight KS			1	650.00
Thank you for your business! A 3.5% credit card processing fee will be added to all credit card transactions.				
<b>Total</b>				<b>\$15,546.73</b>
Phone #	E-mail		This is not an invoice. This order will be invoiced separately.	
719-545-9757	gfi@rxn-inc.com			

## ITEMS FOR COUNCIL DISCUSSION

**DATE:**

September 17, 2013

**TITLE:**

WORK SESSION DISCUSSION

### **DISCUSSION:**

Items for discussion at your September 17, 2013 Work Session will include the following:

1. North Campus Land Swap. Representatives from the School Board would like to discuss projecting the trees directly behind the football stadium. The board is proposing that we swap land with Cooper and Blaas in order to give this land to the school. A map of the area under consideration is enclosed.
2. Airport Hangar Bill of Sale and Lease Agreement. Enclosed is a draft of two agreements with Travis Lattin for the new airport hangar.

Respectfully submitted,

Glenn Rodden  
City Administrator



## **AIRPORT METAL BUILDING LEASE AGREEMENT**

THIS AIRPORT METAL BUILDING LEASE AGREEMENT (Agreement), made and entered into as of the \_\_\_ day of October, 2013, by and between the CITY OF BELOIT, KANSAS, a municipal corporation, (City), hereinafter referred to as Lessor, and Travis W. Lattin, (Lattin), hereinafter referred to as Lessee.

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

FURTHER WITNESSETH, that Lessor is the owner of an airport hangar building and real estate described herein, and desires to lease the premises to the Lessee for aviation purposes. Lessee desires to lease the premises from the Lessor for aviation purposes.

### **Article 1. Exclusive Use of Premises**

Lessor hereby leases to Lessee and grants Lessee exclusive use of the following building and real estate thereunder (hereinafter "Premises"): 80' x 90' metal building and the 105' x 124' parcel ("Site No. 4") as shown on the attached diagram marked Exhibit "A." Said premises is to be used as the principal place of Lattin's Fixed Base Operation business.

### **Article 2. Term and Transferability**

Lessor leases to Lessee the above described premises for a term of twenty-five (25) years, commencing October 1, 2013, and terminating on September 30, 2038, at a rental of Ten Dollars (\$10.00) per year for the duration of the lease term. This lease shall be fully transferrable by the Lessee, but such transfer is subject to the approval of the Lessor. Lessee shall notify Lessor in writing at least 90 days prior to any proposed transfer of this lease.

### **Article 3. Alterations, Additions, and Improvements**

With prior written consent of the Lessor, Lessee may, during the lease term, at his own expense, make alterations, additions, or improvements in and to the premises. Alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength, or lessen the value, of the premises, or change the purposes for which the premises, or any part thereof, may be used. Conditions with respect to alterations, additions, or improvements are as follows:

- 1) Before commencement of any work all plans and specifications shall be filed with and approved by the governing body of Lessor and all work shall be done in accordance with requirements of local codes and regulations.
- 2) All alterations, additions, and improvements on or in the premises shall become part of the property and the sole property of the Lessor, except that all moveable trade fixtures installed by Lessee shall be and remain the property of Lessee.

service; provided, that Lessee may make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

#### **Article 8. Indemnity**

Lessee shall indemnify Lessor against all expenses, liabilities, and claims of every kind, including reasonable attorney fees, by or on behalf of any person or entity arising out of either (1) failure by Lessee to perform any of the terms or conditions of this lease, (2) any injury or damage happening on or about the premises, (3) failure to comply with any law of any governmental entity, or (4) any mechanic's lien or security interest filed against the premises, building, equipment, materials, or alterations of the building or improvements thereon.

#### **Article 9. Inspections**

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

#### **Article 10. Default or Breach**

Each of the following shall constitute a default or breach of this lease by Lessee:

- 1) Failure to pay rent to Lessor
- 2) Abandonment of the premises by Lessee
- 3) Failure by Lessee to initiate corrective action and complete in a timely manner by diligent endeavors to remedy any other condition or event of default of this Lease within ten (10) days of service by Lessor of a written notification specifying the nature of Lessee's default or breach
- 4) Transfer of this lease to any other person, except in the manner herein permitted

#### **Article 11. Effect of Default**

In the event of any default hereunder, as set forth in Article 10, the rights of Lessor shall be as follows: Lessor shall have the right to cancel and terminate this lease, as well as all of the right, title, and interest of Lessee hereunder, by giving Lessee not less than thirty (30) days notice of the cancellation and termination. On the expiration of the time fixed in the notice, this lease and the right, title, and interest of Lessee hereunder, shall terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.

by the removal of such property and equipment.

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

As an exception to the foregoing, Lessee shall have up to sixty (60) days following the expiration of the lease term in order to remove its machinery, equipment, and property from the leased premises. At the end of such sixty (60) day period, any such machinery, equipment or other property of Lessee continuing to remain on the property shall be deemed to be abandoned and shall be and become the property of Lessor.

**Article 17. Modifications for Granting FAA Funds**

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

**Article 18. Total Agreement; Applicable to Successors**

This lease constitutes the entire agreement between the parties and cannot be changed or terminated except by written instrument subsequently executed by the parties hereto. This agreement shall extend to and be binding upon the heirs, executors, administrators, trustees, receivers, and assigns of the parties hereto.

**Article 19. Applicable Law**

This agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

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

**Lessee:**

**Lessor:**

CITY OF BELOIT, KANSAS

\_\_\_\_\_  
Travis W. Lattin

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

**AIRCRAFT HANGAR BILL OF SALE**

THIS AIRCRAFT HANGAR BILL OF SALE AGREEMENT (Agreement), is made and entered into this \_\_\_ day of October, 2013, by and between BOETTCHER AERIAL CO, INC. (Seller) and the CITY OF BELOIT, KANSAS, a municipal corporation, (Buyer).

With the signing of this Agreement and the Buyer transferring the total purchase price of One Hundred and No/Dollars (\$100.00) to the Seller, the Seller hereby sells and forever transfers the ownership of the aircraft hangar described below to the Buyer.

Description of Aircraft Hangar:

\_\_\_ x \_\_\_ metal building located on Site Number 4 at the Moritz Memorial Airport in Beloit, Kansas

Seller represents and warrants that it has full and good title to the described aircraft hangar, full authority to sell and transfer the same, and that the aircraft hangar being sold is free and clear of all liens, encumbrances, liabilities, and adverse claims, of every nature and description.

Buyer understands that the aircraft hangar is being sold at its present condition "as is" and "where is" and that Seller disclaims any implied warranty of condition or function, or any responsibility thereof.

**Seller:**

BOETTCHER AERIAL CO., INC.

By

\_\_\_\_\_  
Jarold W. Boettcher

By:

\_\_\_\_\_  
Travis W. Lattin

**Buyer:**

CITY OF BELOIT, KANSAS

By

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

ATTEST:

\_\_\_\_\_  
Amanda M. Lomax, City Clerk