

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
March 3, 2015	Resolution 2015-10 Authorizing Signatures for all Farm Service Agency Documents
ORIGINATING DEPARTMENT:	TYPE OF ACTION:
Administration	<input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION
	<input type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the City Council approve Resolution 2015-10 Authorizing Mayor and/or City Clerk to sign all Farm Service Agency program documents.

FISCAL NOTE:

- There is no cost with passing this resolution.

DISCUSSION:

Farm Service Agency needs formal approval from Council to designate somebody from the city that has signature authority to sign certain program documents for the farmers that lease farm ground from the city.

Respectfully submitted,

Glenn Rodden
City Administrator

RESOLUTION NO. 2015-10

WHEREAS, the City of Beloit owns approximately 257 acres of tillable farmland, with 123 acres, more or less, situated near the Moritz Memorial Airport in Section 5, Township 7 West, Range 7 West, Mitchell County, and 134 acres, more or less, situated near the Beloit Sewer Plant in Section 16, Township 7 South, Range 7 West, Mitchell County.

WHEREAS, from time to time, the City of Beloit, as owner and Lessor of the above-described farmland, is required to conduct business and sign documents for the Farm Service Agency program.

WHEREAS, the governing body of the City of Beloit needs to authorize and designate individuals who have the signature authority to sign all Farm Service Agency documents required in connection with the leased land.

NOW THEREFORE, BE IT RESOLVED by the governing body of the City of Beloit, Kansas:

1. The Mayor and/or City Clerk are hereby authorized and directed to conduct business with the Farm Service Agency and have signature authority for the City of Beloit to sign all Farm Service Agency program documents.

PASSED AND ADOPTED by the Governing Body and signed by the Mayor this 3rd day of March, 2015.

CITY OF BELOIT, KANSAS

Tom Naasz, Mayor

ATTEST:

Amanda J. Lomax, City Clerk

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
March 3, 2015	ROOFING BID FOR THE DOWNTOWN REHABILITATION CDBG GRANT
ORIGINATING DEPARTMENT:	TYPE OF ACTION: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION
Administration Department	<input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the city council approve the Roofing bid from Wendell Construction in the amount of \$32,245.50.

FISCAL NOTE:

- This is a pass through cost for the city that will be reimbursed with CDBG funds and the property owners NCK Properties and Full House.

All Things Exterior	\$49,095.32
Geisler Roofing (PVC)	\$24,927.00
Geisler Roofing (TPO)	\$22,919.00
Wendell Construction	\$32,245.50

DISCUSSION:

The property owners have stated their reasons on page 2 of why they feel the bid should be awarded to Wendell Construction. The grant money that is budgeted for the roof is \$20,000.00 and the property owners would pick up the remaining balance.

Other updates for the project

- The windows are installed and Glass Services needs to come back and take the protective plastic off the windows
- The stonework will start when the weather permits
- The completion date is June 15, 2015 for all the contractors

Respectfully submitted,

Glenn Rodden
City Administrator

The reason we would like to award the bid to Wendell Construction is as follows

Galvalume is 55% Al-Zn (aluminum - zinc) coated sheet steel that is ideally suited for low slope roofing applications

Galvalume warranty is much longer than TPO

Galvalume is much more durable than TPO type roofing material

Galvalume is more resistant to hail than TPO

Galvalume material is a recyclable material

Galvalume can be installed over existing roof which reduces landfill waste

Galvalume roofs are cheaper to insure

Easy to repair

Local contractor (this would be the first local contractor that would be hired for this grant)

Roofing materials will be supplied by local supplier

Thanks

Jeff Roberg

NCK Properties LLC

**ROOF MATERIALS & INSTALLATION
BIDS FOR DOWNTOWN COMMERCIAL REHABILITATION PROJECT**

DATE: Wednesday, February 25, 2015, 4:00 p.m.

RECEIVED By: City of Beloit On Behalf of NCK Properties at 111 and 113 E. Main Street (Full House at 115 E. Main has fairly new roof)

ROOFER/LOCATION	JOB TIMING	PVC BASE PRICE	WARRANTY	TPO BASE Price	WARRANTY	Metal BASE Price	WARRANTY	ADDED COSTS	COMMENTS
All Things Exterior 3075 US 24 Hwy Beloit, KS 67420	Begin 30 days post award	\$ -		\$ -		\$ 49,095.32	45 years on paint/materials; 2 years on labor	\$ -	Metal roofing only. Warranty can be extended for additional cost. Firestone product.
Geisler Roofing Concordia, KS 66901	May 1 to June 1	\$ 24,927	15 years on materials 15 years labor	\$ 22,919	15 years on materials 5 years labor	\$ -		\$ -	Durolast product; Does not feel comfortable with metal roofing downtown buildings and wrapping parapet walls.
Knoll Building Maintenance Osborne, KS 67473									Extra busy this spring with other hail storm jobs in Osborne and Mitchell Counties.
Precision Contracting Beloit, KS 67420									Extra busy this spring with other hail storm jobs in Mitchell and Cloud Counties.
Ryan Roofing Salina, KS 67401									Interested initially, but did not bid
Wendell Construction, Beloit, KS 67420	May 1 to June 1	\$ -		\$ -		\$ 32,245.50	50 years on paint/materials; 1 year on labor	\$ -	Bid metal only. PBR Galvalume material
Wray Roofing Salina, KS 67401									Interested initially, but did not bid

Only roofing businesses registered with the State of Kansas were solicited for quotes.

REQUIRED BID FORM BELOIT DOWNTOWN PROJECT
BELOIT DOWNTOWN COMMERCIAL REHABILITATION PROJECT ROOFING
111 and 113 EAST MAIN STREET (Only)

METAL ROOF

Fill in All Blanks Below

ROOFING LOCATIONS at 111 and 113 East Main

	Approx. Amount	Price Per Each	Total Price
1 Removal of old roofing and disposal of old materials	Lump Sum		\$ N/A
2 Install no Additional Vents	0	-	n.a.
3 Install 24 gauge thick Continuous Standing Sealed Seam Metal roofing with sealed edges and seams		\$	\$43,995
4 Gutterings & Downspout	Lump Sum		\$1,000
5 Bonding Security (Payment & Performance)			\$1,350
The below listed contractor proposes to furnish all labor, materials and equipment necessary to accomplish the work prescribed in the Technical Guidance referenced in the Information for Bidders and hereby submits this Total Base Bid Proposal in the Amount written on the row below and for any Alternate Bids listed further below:			
6	TOTAL BASE BID PRICE (sum of above rows 1,2,3, 4 & 5) =		\$49,095.32
7 Alternatives or Comments to the Above Bid Information			

We can begin this job by MAY 15TH
 We will take approximately 30 calendar days from the award to complete the job.
 Warranty for the material will be 45 years from installation. PAINT
 Warranty on installation labor will be 2 years from the date of installation.
 List the proposed brand of roofing material to be installed: FIRESTONE

The Undersigned contractor declares he/she has carefully examined the Notice for Bidders and Information for Bidders, the Technical Guidance and has consulted with supply sources and understands by signing this Bid he/she waives all rights to plead ignorance regarding the same. The contractor also understands the Owners and the project sponsor, the City of Beloit reserve the right to reject all bids for valid & lawful business purposes.

[Signature] 2/18/15
 Contractor Authorized Signature (required for valid bid) Dated
CURT FANWELL 3075 US HWY 24 BELOIT
 Printed Signature Name and Printed Contractor Name Contractor Address

Deadline to complete and submit is by Wednesday, February 25, 2015 at 4:00 pm, to the City of Beloit at the Municipal Building at 119 N. Hersey, Beloit KS 67420 or in person on this date and time at the Beloit Municipal Building Main Floor South Meeting Room. City Office Telephone #785-738-3551.

REQUIRED BID FORM BELOIT DOWNTOWN PROJECT

BELOIT DOWNTOWN COMMERCIAL REHABILITATION PROJECT ROOFING

111 and 113 EAST MAIN STREET (Only)

PVC ROOF

Fill in All Blanks Below

	ROOFING LOCATIONS at 111 and 113 East Main	Approx. Amount	Price Per Each	Total Price
1	Removal of old roofing and disposal of old materials	Lump Sum		\$ —
2	Install new Vents (Owner desires 4 (2 per roof))		\$	Included
3	Install PVC membrane 60 mil thick at least with fastened and sealed edges and seams		\$	\$ 21,999
4	Gutterings & Downspout	Lump Sum		\$ 1,829
5	Bonding Security (Payment & Performance)			\$ 1,099
The below listed contractor proposes to furnish all labor, materials and equipment necessary to accomplish the work prescribed in the Technical Guidance referenced in the Information for Bidders and hereby submits this Total Base Bid Proposal in the Amount written on the row below and for any Alternate Bids listed further below:				
6	TOTAL BASE BID PRICE (sum of above rows 1,2,3, 4 & 5) =			\$ 24,927
7	Alternatives or Comments to the Above Bid Information			
<p>We can begin this job by <u>First Part of May 2015</u></p> <p>We will take approximately <u>7-10</u> calendar days from the award to complete the job.</p> <p>Warranty for the material will be <u>15</u> years from installation.</p> <p>Warranty on installation labor will be <u>15</u> years from the date of installation.</p> <p>List the proposed brand of roofing material to be installed: <u>Duro-Last</u></p>				

The Undersigned contractor declares he/she has carefully examined the Notice for Bidders and Information for Bidders, the Technical Guidance and has consulted with supply sources and understands by signing this Bid he/she waives all rights to plead ignorance regarding the same. The contractor also understands the Owners and the project sponsor, the City of Beloit reserve the right to reject all bids for valid & lawful business purposes.

Dallas D. Hasenbank
Contractor Authorized Signature (required for valid bid)

2-24-15
Dated

Dallas D. Hasenbank Pres. Geister Roofing & Home Imp. 909 E 6th St, Can, KS 66901
Printed Signature Name and Printed Contractor Name Contractor Address

Deadline to complete and submit is by Wednesday, February 25, 2015 at 4:00 pm, to the City of Beloit at the Municipal Building at 119 N. Hersey, Beloit KS 67420 or in person on this date and time at the Beloit Municipal Building Main Floor South Meeting Room. City Office Telephone #785-738-3551.

REQUIRED BID FORM BELOIT DOWNTOWN PROJECT
BELOIT DOWNTOWN COMMERCIAL REHABILITATION PROJECT ROOFING
111 and 113 EAST MAIN STREET (Only)

TPO ROOF

Fill in All Blanks Below

ROOFING LOCATIONS at 111 and 113 East Main

	Approx. Amount	Price Per Each	Total Price
1 Removal of old roofing and disposal of old materials	Lump Sum		\$ —
2 Install new Vents if deemed necessary		\$	
3 Install TPO 0.060 inches (or 1.5 mm) thick in 10 foot sheet widths & sealed edges and seams <i>in place of PVC membrane</i>		\$	\$ 19,999
4 Gutterings & Downspout	Lump Sum		\$ 1,029
5 Bonding Security (Payment & Performance)			\$ 1,091
The below listed contractor proposes to furnish all labor, materials and equipment necessary to accomplish the work prescribed in the Technical Guidance referenced in the Information for Bidders and hereby submits this Total Base Bid Proposal in the Amount written on the row below and for any Alternate Bids listed further below:			
7	TOTAL BASE BID PRICE (sum of above rows 1,2,3, 4 & 5)		\$ 22,919

7 Alternatives or Comments to the Above Bid Information

We can begin this job by First part of May 2015
 We will take approximately 7-10 calendar days from the award to complete the job.
 Warranty for the material will be 15 years from installation.
 Warranty on installation labor will be 5 years from the date of installation.
 List the proposed brand of roofing material to be installed: Mule-Hide TPO

The Undersigned contractor declares he/she has carefully examined the Notice for Bidders and Information for Bidders, the Technical Guidance and has consulted with supply sources and understands by signing this Bid he/she waives all rights to plead ignorance regarding the same. The contractor also understands the Owners and the project sponsor, the City of Beloit reserve the right to reject all bids for valid & lawful business purposes.

Dallas D. Hasenbank 2-24-15
 Contractor Authorized Signature (required for valid bid) Dated

Dallas D. Hasenbank Pres, Geister Roofing & Home Imp 908 E 6th Con, KS
 Printed Signature Name and Printed Contractor Name Contractor Address 66901

Deadline to complete and submit is by Wednesday, February 25, 2015 at 4:00 pm, to the City of Beloit at the Municipal Building at 119 N. Hersey, Beloit KS 67420 or in person on this date and time at the Beloit Municipal Building Main Floor South Meeting Room. City Office Telephone #785-738-3551.

**REQUIRED BID FORM BELOIT DOWNTOWN PROJECT
BELOIT DOWNTOWN COMMERCIAL REHABILITATION PROJECT ROOFING
111 and 113 EAST MAIN STREET (Only)**

METAL ROOF

Fill in All Blanks Below

ROOFING LOCATIONS at 111 and 113 East Main		Approx. Amount	Price Per Each	Total Price
1	Removal of old roofing and disposal of old materials	Lump Sum		\$
2	Install no Additional Vents	0	-	n.a.
3	Install 24 gauge thick Continuous Standing Sealed Seam Metal roofing with sealed edges and seams		\$	\$29850 ⁰⁰
4	Gutterings & Downspout	Lump Sum		\$ 1500 ⁰⁰
5	Bonding Security (Payment & Performance)			\$ 895 ⁵⁰
The below listed contractor proposes to furnish all labor, materials and equipment necessary to accomplish the work prescribed in the Technical Guidance referenced in the Information for Bidders and hereby submits this Total Base Bid Proposal in the Amount written on the row below and for any Alternate Bids listed further below:				
6	TOTAL BASE BID PRICE (sum of above rows 1,2,3, 4 & 5) =			\$32245 ⁵⁰
7	Alternatives or Comments to the Above Bid Information			

We can begin this job by May 1st 2015
 We will take approximately 30 calendar days from the award to complete the job.
 Warranty for the material will be 50 years from installation.
 Warranty on installation labor will be 1 years from the date of installation.
 List the proposed brand of roofing material to be installed: PBR GALVALUME

The Undersigned contractor declares he/she has carefully examined the Notice for Bidders and Information for Bidders, the Technical Guidance and has consulted with supply sources and understands by signing this Bid he/she waives all rights to plead ignorance regarding the same. The contractor also understands the Owners and the project sponsor, the City of Beloit reserve the right to reject all bids for valid & lawful business purposes.

[Signature] 2-25-15
 Contractor Authorized Signature (required for valid bid) Dated
Kris Wendell 207 N Kansas Beloit, KS 67420
 Printed Signature Name and Printed Contractor Name Contractor Address

Deadline to complete and submit is by Wednesday, February 25, 2015 at 4:00 pm, to the City of Beloit at the Municipal Building at 119 N. Hersey, Beloit KS 67420 or in person on this date and time at the Beloit Municipal Building Main Floor South Meeting Room. City Office Telephone #785-738-3561.

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:		
March 3, 2015	Fire Protection		
ORIGINATING DEPARTMENT:	TYPE OF ACTION:	<input type="checkbox"/> ORDINANCE	<input type="checkbox"/> RESOLUTION
Fire Department		<input checked="" type="checkbox"/> FORMAL ACTION	<input type="checkbox"/> OTHER

RECOMMENDATION:

Fire Chief Steve Rugg has recommended that Council approve a fire protection request from Tyler and Angie Odle's residence at 1682 Hyde LN.

FISCAL NOTE:

- There is no direct cost associated with approval of this item.

DISCUSSION:

The property owners will be charged \$57.88 for fire protection services for 2015. The charges is based upon the county's assessed valuation of the property and the city's 2015 budget mill levy for the Fire Department operating and Fire Equipment budget.

Respectfully submitted,

Glenn Rodden
City Administrator

Beloit Fire Department

(SINCE 1887)

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

2/19/15

Dear Council

The Beloit Fire Department has received a request from Tyler and Angie Odle for fire protection in fire district #4. After reviewing the location, the Beloit fire Department feels that they can service a contract for protection without jeopardizing fire protection for the city of Beloit.

Note attached request from Odle's.

A handwritten signature in black ink, appearing to read "Steve Rugg". The signature is fluid and cursive, with the first name "Steve" and last name "Rugg" clearly distinguishable.

Steve Rugg
Fire Chief

THE UNIVERSITY OF CHICAGO

PHILOSOPHY DEPARTMENT

PHILOSOPHY 101

LECTURE 1

THE PHILosophical

Method

The philosophical method is a systematic way of thinking about the world. It involves asking questions, gathering evidence, and reasoning about the answers. The method is used in many different areas of philosophy, including metaphysics, epistemology, and ethics. The goal of the philosophical method is to arrive at a clear and rational understanding of the world.

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February 17, 2015

City of Beloit
Attn: Fire Chief Steve Rugg
119 N Hersey Ave
Beloit, KS 67420

Steve Rugg

I am requesting that the City of Beloit include our residence located at 1682 Hyde Ln, Beloit KS 67420 under Fire District #4 protection.

Tyler & Angie Odle

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REQUEST FOR COUNCIL ACTION

DATE:	TITLE:		
March 3, 2015	POLICE VEHICLE		
ORIGINATING DEPARTMENT:	TYPE OF ACTION:	<input type="checkbox"/> ORDINANCE	<input type="checkbox"/> RESOLUTION
Police Department		<input checked="" type="checkbox"/> FORMAL ACTION	<input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the Council approve the purchase of two Ford Explorers from Beloit Truck and Auto Plaza Inc in the amount of \$32,423.64 per vehicle and allowing City Administrator Glenn Rodden to sign lease documents with Solomon Valley Bank.

FISCAL NOTE:

- The cost of this item is \$32,423.64 per vehicle.
- There is no fiscal impact on the FY2015 budget because payments for both vehicles will not start until FY2016.

DISCUSSION:

Council approved the purchase of the two Ford Explorers from Beloit Truck and Auto Plaza Inc for the amount of \$26,479.00 per vehicle on October 7th 2014. The reason for the price difference was Beloit Truck and Auto Plaza was able to include police packages with equipment that the Police Department would have to pay another vendor install to get the vehicles ready for patrol.

Police Chief Dave Elam has talked with the local banks about lease options and Solomon Valley Bank was able to finance these vehicles for three years at 2.5% interest with the first lease payment starting in January 2016. The insurance money from the hail storm \$12,870.00 was used to pay final lease payments in January 2015. Other than the new Ford Explorers there is no other outstanding lease payments owed on police vehicles.

Respectfully submitted,

Glenn Rodden
City Administrator

SALES CONTRACT



Date 02/20/2015

Title to: CITY OF BELOIT POLICE DEPARTMENT
 Address 114 S CAMPBELL ST Phone (785) 738-2203
 City BELOIT State KS Zip 67420
 Lien to:
 Salesman: Dan Niles

★
BELOIT AUTO & TRUCK PLAZA INC.
FORD-CHRYSLER-DODGE-JEEP
 Box 526 / 3133 U.S. Hwy. 26
 Beloit, Kansas 67420
 (785) 738-2573

STOCK NO.	YEAR	MAKE	MODEL & BODY STYLE	COLOR	N.U.D. I.D. NO.
	2015	FORD	EXPLORER	WHITE	N
MILEAGE OF UNIT SOLD			MILEAGE OF TRADE-IN		
					I.D. NO.

BASE PRICE & OPTIONS	32334.64
Added or Deleted Equipment	N/A
Total Purchase Price	32334.64
Trade In Allowance	N/A
Trade Difference	32334.64
Administrative Fee	89.00
Service Contract	N/A
	N/A
	N/A
Rebates	N/A
Sub Total	32423.64
Sales Tax	N/A
TOTAL CASH PRICE	32423.64
Permit &/or Licensing Fee	N/A
Gap	N/A
BALANCE DUE ON TRADE	N/A
Partial Payment	N/A
BALANCE DUE	32423.64

N/A
N/A
N/A

Purchaser states that the trade-in DOES NOT have and HAS NOT had a NON HIGHWAY title and HAS NOT sustained damage repaired or unrepaired in excess of \$2000.00.

Purchaser understands that if the trade-in has a payoff such payoff must be disclosed on this form, and if said payoff is higher than disclosed, the customer agrees to PAY the difference to dealer immediately.

Any repairs or modifications to any vehicle as part of this transaction must be disclosed on the DUE BILL signed by customer and a manager.

Customer understands that rebates credited may require proof of eligibility, and customer may be assessed the value of credit received, and agrees to repay dealer, if proper documentation is not provided in a timely manner.

Rebate Applied to Deal \$ N/A
 Due from Customer \$ N/A
 Total Paid Down \$ N/A

Manager Signature: _____ Date _____ Customer Signature: _____ Date _____

SALES CONTRACT



Date 02/20/2015

Title to: **CITY OF БЕЛОIT POLICE DEPARTMENT**
 Address **114 S CAMPBELL ST** Phone **(785)738-2203**
 City **BELOIT** State **KS** Zip **67420**
 Lien to:
 Salesman: **Dan Niles**

★
BELOIT AUTO & TRUCK PLAZA INC.
FORD-CHRYSLER-DODGE-JEEP
 Box 828 / 3133 U.S. Hwy, 24
 Beloit, Kansas 67420
 (785) 738-8573

STOCK NO.	YEAR	MAKE	MODEL & BODY STYLE	COLOR	N.U.D. / I.D. NO.
	2015	FORD	EXPLORER	WHITE	N
MILEAGE OF UNIT SOLD			MILEAGE OF TRADE-IN		
					I.D. NO.

BASE PRICE & OPTIONS	32245.00
Added or Deleted Equipment	N/A
Total Purchase Price	32245.00
Trade in Allowance	N/A
Trade Difference	32245.00
Administrative Fee	89.00
Service Contract	N/A
	N/A
	N/A
Rebate	N/A
Sub Total	32334.00
Sales Tax	N/A
TOTAL CASH PRICE	32334.00
Permit &/or Licensing Fee	N/A
Gap	N/A
BALANCE DUE ON TRADE	N/A
Partial Payment	N/A
BALANCE DUE	32334.00

N/A
N/A
N/A

Purchaser states that the trade-in DOES NOT have and HAS NOT had a NON HIGHWAY title and HAS NOT sustained damage repaired or unrepaired in excess of \$2000.00.

Purchaser understands that if the trade-in has a payoff such payoff must be disclosed on this form, and if said payoff is higher than disclosed, the customer agrees to PAY the difference to dealer immediately.

Any repairs or modifications to any vehicle as part of this transaction must be disclosed on the DUE BILL signed by customer and a manager.

Customer understands that rebates credited may require proof of eligibility, and customer may be assessed the value of credit received, and agrees to repay dealer, if proper documentation is not provided in a timely manner.

Rebate Applied to Deal \$ N/A
 Due from Customer \$ N/A
 Total Paid Down \$ N/A

Manager Signature: _____ Date: _____ Customer Signature: _____ Date: _____

P O Box 591
Beloit, Kansas 67420



Tel No (785) 534-1290
Fax No (785) 534-1291

Katie J. Schroeder
CITY ATTORNEY

February 26, 2015

To: Beloit City Council
From: Katie Schroeder, City Attorney
In Re: Airport Farming Lease Agreement

Dear Council Members,

As you may be aware, Jim Litton and Joe Schmitt have been farming the airport land under the name of JJ Farms. The lease expired in November 2014. Since the lease was last executed in 2009, the City has acquired approximately 30 acres of ground, which was necessary for the airport expansion. These 30 acres are divided into small "strips" as shown on the map attached to the proposed lease.

The engineer for the airport construction project has provided a map indicating construction boundaries for the upcoming construction project. During the period of construction, the farm ground available for lease is reduced from 123 acres to 108 acres.

I recommend the approval of the attached lease for a period of two (2) years. This lease will automatically renew if construction is not completed by late 2016. Once construction is completed and we are provided with updated FAA setbacks and total tillable acreage, a new farm lease can be executed for 2017 and years thereafter.

The cash rent amount of \$65.00 per acre is an increase over the previous \$50.00 per acre and is consistent with other leases near the city's farmland. Because JJ Farms is the tenant on other ground adjacent to the city's farmland, it is most prudent to have them continue to farm the city's ground as well.

I recommend approval of the attached farm lease agreement.

Very Truly Yours,

Katie J. Schroeder
Beloit City Attorney

FARMING LEASE AGREEMENT

THIS LEASE AGREEMENT MADE THIS 3rd day of March, 2015, between the City of Beloit, Kansas, hereinafter called "Lessor", and Joseph Schmitt and James Litton, d/b/a JJ Farms, Mitchell County, Kansas hereinafter called the "Lessee."

WITNESSETH: In consideration of the mutual agreements herein contained, Lessor hereby leases to Lessee, those certain tracts and areas situated upon the Moritz Memorial Airport Facility as defined and outlined upon the maps attached hereto marked "Exhibit A-1 and A-2", and made a part hereof, less the airport construction area as defined and outlined upon the map attached hereto marked "Exhibit B" and made a part hereof, all subject to and in accordance with the following mutual covenants and agreement, to-wit:

1. Term. The term of the lease shall be from March 1, 2015 to December 1, 2016, as follows: Lessee shall be entitled to possession upon approval of this Agreement by both parties. Weather permitting, Lessee shall timely harvest the 2016 wheat crop and spring planted crops in order for Lessor to rent the farm ground in a timely manner for the year 2017, time being of the essence to accomplish this purpose. However, if the Moritz Memorial Airport expansion construction project is not completed by December 1, 2016, this lease shall renew for successive one-year terms until the construction project is completed, unless either party notifies the other in writing prior to thirty (30) days of the end of the tenancy of their desire to end the tenancy. Said term is also subject to the cancellation provisions hereinafter contained.

2. Rental. In consideration of leasing the aforesaid certain tracts and areas located on the above described real estate, Lessee agrees to pay Lessor \$7,020.00 cash rent annually, which rental payment shall be made on or before November 1, 2015, with a like amount to be paid on or before November 1, 2016, and November 1 of any successive year, if applicable.

3. Ingress and Egress. The location of Lessee's ingress and egress to said real estate

shall be as designated by Lessor, its agent or employees.

4. Compliance with Airport Construction. Lessee agrees to comply with those construction regulations set by the Federal Aviation Administration and project engineers and agrees that any crop planted in the construction area as designated in Exhibit "B" is subject to damage and Lessee will not be entitled to reimbursement for any damage to crops located within that area.

5. Compliance with Federal Aviation Regulations. Lessee shall make no use of the land or conduct any activity thereon which may be in violation of any of the regulations of the Federal Aviation Administration and for that purpose shall consult with the Lessor, its agents or employees, to secure approval for the type of crops to be planted.

6. Government Programs. Lessee shall farm and plant crops on the leased premises in order to comply with all current programs of the United States Department of Agriculture as monitored by the local Farm Services Agency, and to protect and preserve the grain allotments on the leased farmland during the term of the lease. Lessee shall be entitled to all U.S. government program payouts for all crops during the term of this lease.

7. Farming Practices. Lessee shall perform the necessary work of completing the preparation of the soil, planting of crops and harvesting the same, utilizing good and acceptable farm practices and methods, and shall not commit waste upon the lands.

8. Lessor's Right to Enter. Lessor, its agents or employees, shall have the right at any and all times to enter upon the premises, to inspect the crops, make surveys, test borings, and to do other work in connection with the maintenance and operation of the airport facility. If birds or other wildlife become a problem posing a hazard to aircraft because of agricultural operations on the leased property, Lessor reserves the right to take such action as it deems advisable to remedy

the hazard which may include the cessation or complete termination of the Lessee's agricultural operation, including cultivating the land to eliminate the hazard. In such event, Lessee shall be reimbursed for any loss of crops by Lessor pursuant to and in accordance with the terms of reimbursement set forth in Paragraph 14. It is understood and agreed that the rights granted to the Lessee will not be exercised in any way which may interfere with the use, operation or development of the airport.

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

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

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

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

13. Setbacks. No crops will be grown within the area designated as setback from the landing strip, taxiway, aircraft parking area, and airport improvements, nor in such a way as to obstruct the line-of-sight from any point on the runway to any point on the taxistrip or crossovers. Crops grown in the approaches to the runway will be restricted to low-growing varieties. To

provide minimum object clearance required by the FAA Airport Design Standards, prior to completion of construction, the crop restriction lines for Runway 17/35 would be 200 feet from runway centerline and 500 feet from the end of the runway. For the turf runway, the crop setback distance would be 125 feet from the centerline and 300 feet from the end of the runway. The crop setback distance from the taxiway is 45 feet from the centerline, and 40 feet from the edge of the apron. No crops shall be grown within the restriction lines herein set out. Lessee understands that these restriction lines may change once construction is completed and agrees to comply with any crop restriction lines established by FAA Airport Design Standards, subject to the terms of reimbursement in Paragraph 14.

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

A. In the event Lessee is unable to harvest any planted crop, Lessor shall deduct an amount of \$65.00 per acre from rent due, based on amount of acres of recaptured land and if no crops have been planted on the recaptured acres Lessor shall reimburse Lessee expense incurred by Lessee in preparing the land for farming purposes, based upon the work actually done and of the average value as determined by publications of the State Extension Services. No consideration in this event shall be given to the possible yield or market value of the crop when harvested. In

such event, no cash rent shall be charged for acres taken.

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

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

15. Notices and Communications. Any notice, communications, demand or instruction required or permitted hereunder shall be deemed sufficiently given if in writing and delivered personally or mailed by certified mail, postage prepaid, return receipt requested, in an envelope addressed to the parties as follows:

Lessor: City of Beloit
 P.O. Box 567
 Beloit, KS 67420

Lessee : JJ Farms
 Joe Schmitt and Jim Litton
 1428 N. Independence Ave.
 Beloit, KS 67420

All notices shall be deemed received on the earlier of (i) actual date of personal delivery, or (ii) actual receipt of United States Postal Service certified mail return receipt. Any address to which notices are set hereunder may be changed by written notice to the parties hereto in the matter hereinabove provided.

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

Lessor:

CITY OF BELOIT, KANSAS

Tom Naasz, Mayor

ATTEST:

Amanda Lomax, City Clerk

Lessee:

James Litton

Joseph Schmitt

dba JJ Farms

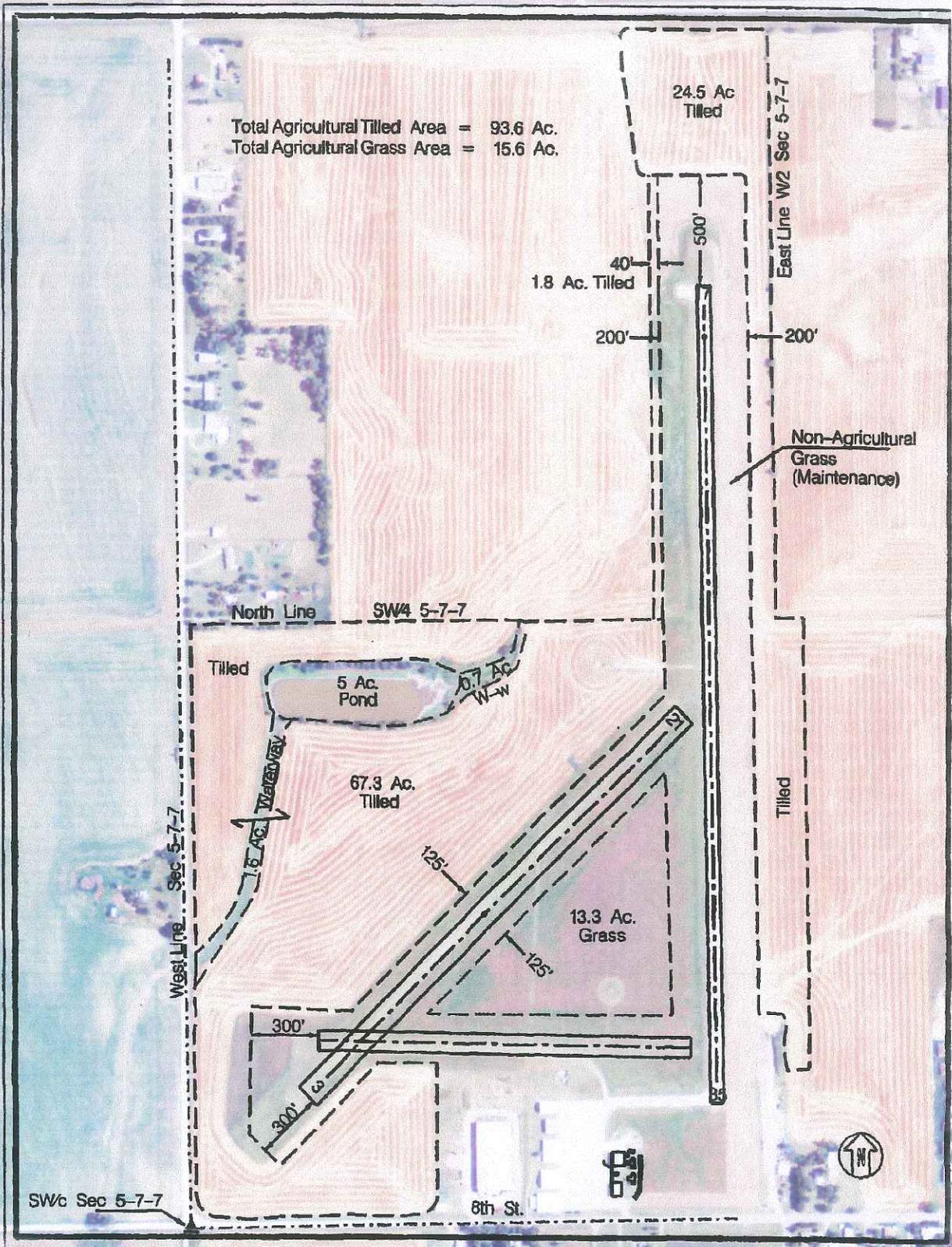
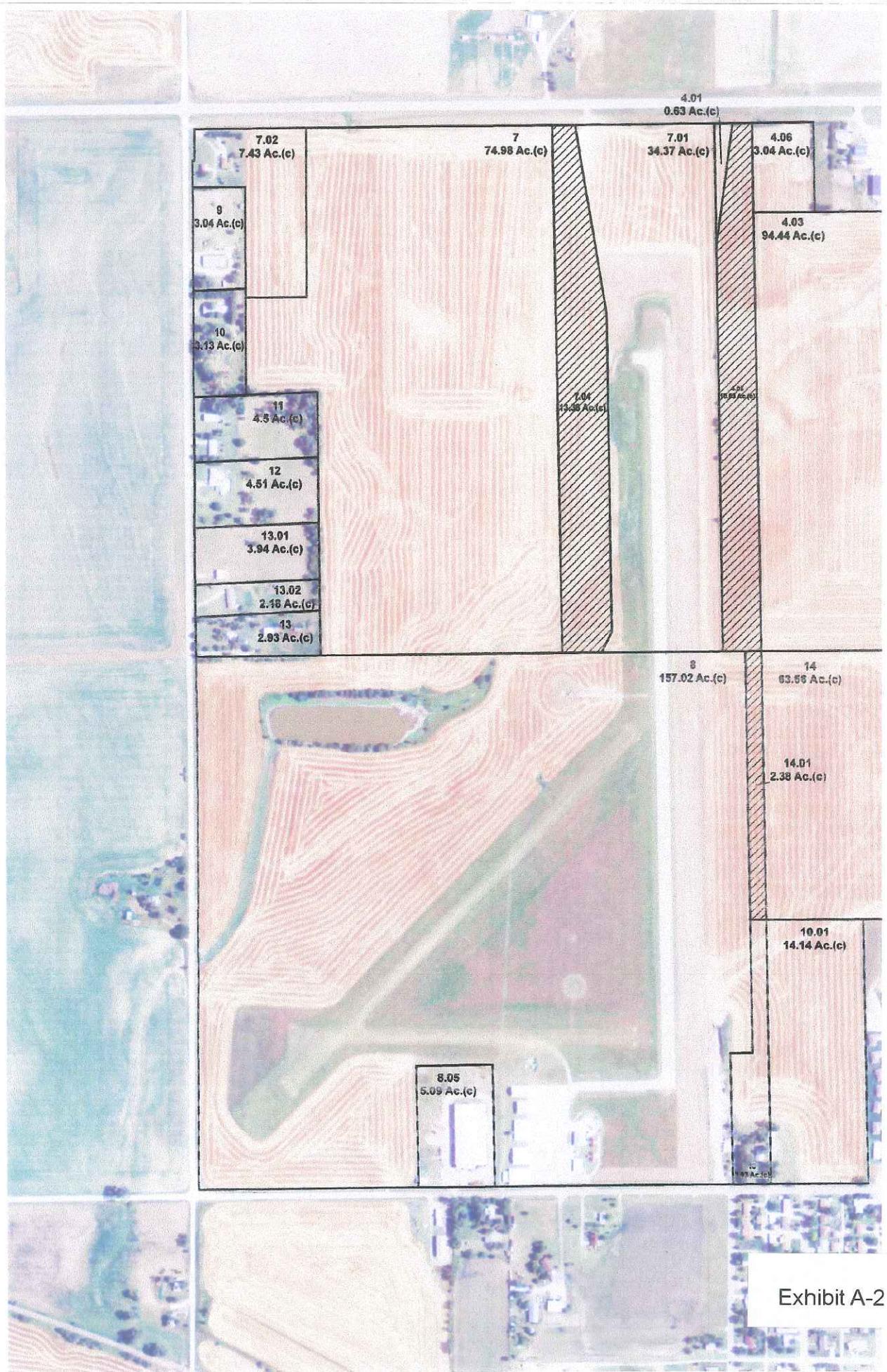
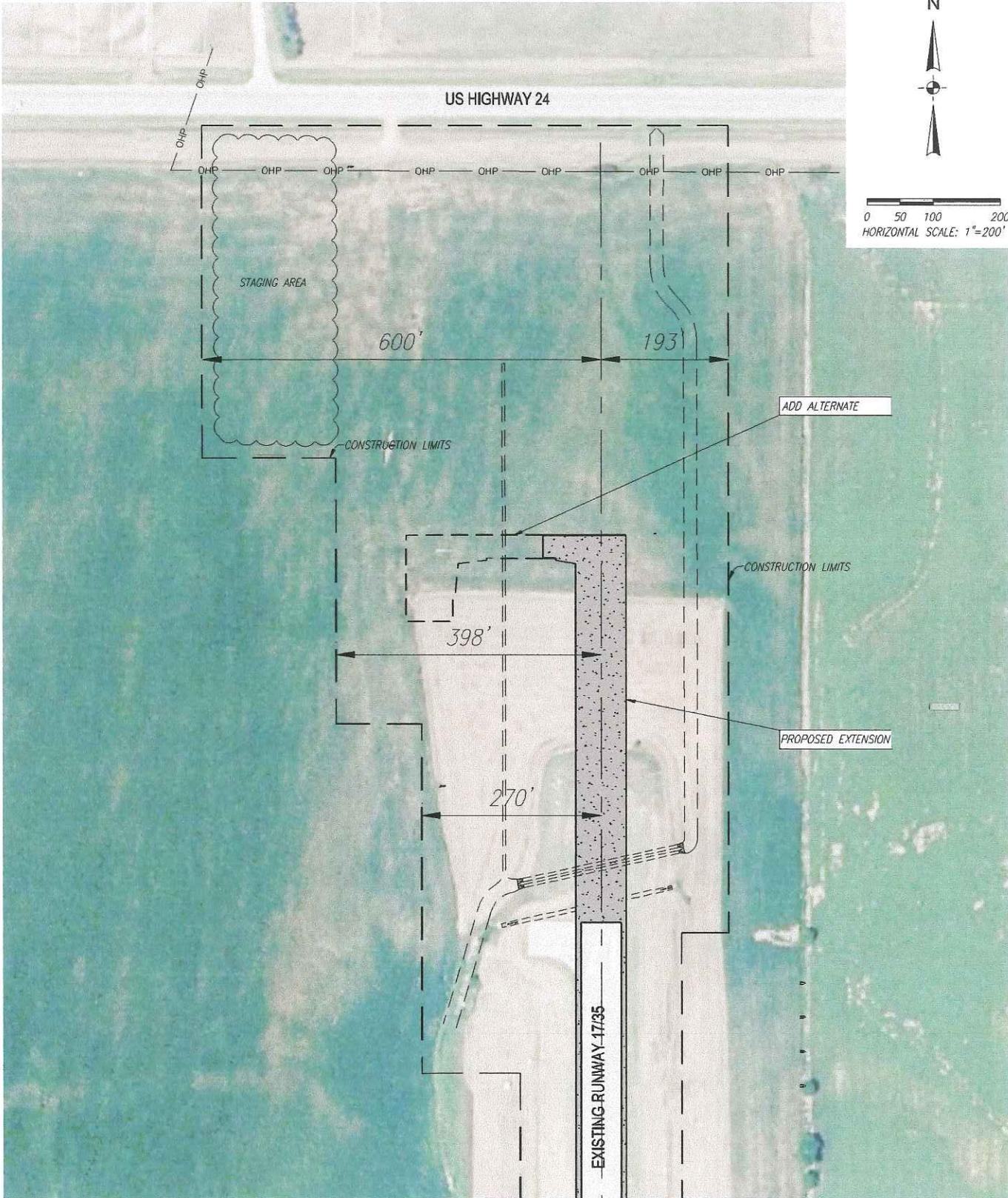


Exhibit A-1





MORITZ MEMORIAL AIRPORT

BELOIT, KANSAS

AERIAL IMAGE

benesch
 engineers · scientists · planners
 Alfred Benesch & Company
 3226 Kimball Avenue
 Manhattan, Kansas 66503
 785-539-2202 Job No. - 130275.00

PROJECT
 RUNWAY 17/35
 DATE
 DECEMBER 2014
 JOB NO.
 130275.00

SHEET NO.
 1 / 1

ITEMS FOR COUNCIL DISCUSSION

DATE:

March 3, 2015

TITLE:

WORK SESSION DISCUSSION

DISCUSSION:

Items for discussion at your March 3rd, 2015 Work Session will include the following:

- A. Economic Development Director Heather Hartman will update Council on the CDBG Housing and Demolition Grant process.
- B. Travis Lattin received an estimate to repair the rock hanger at Moritz Memorial Airport.

Respectfully submitted,

Glenn Rodden
City Administrator

