

RESOLUTION NO. 092517-2

A RESOLUTION AMENDING A LEASE AGREEMENT WITH THE KANSAS STATE UNIVERSITY PARACHUTE CLUB CONCERNING THE USE OF PUBLIC PROPERTY AT THE ABILENE MUNICIPAL AIRPORT FOR THE CLUB OPERATIONS

WHEREAS, The City Commission desires to amend the Lease Agreement with the Kansas State University Parachute Club;

WHEREAS, such lease Agreement provides the terms and conditions with which such club operations may be conducted on public property; and

WHEREAS, The intent of the City Commission is to promote the general aviation activity at the Airport and economic activity in the community.

NOW, THEREFORE BE IT RESOLVED, by the City Commission of the City of Abilene, as follows:

Section 1. Agreement. That a Lease Agreement concerning the use of public property at the Abilene Municipal Airport for club operations within the City of Abilene, Kansas, is hereby amended as attached hereto as Exhibit A.

Section 2. Amendments. The Lease agreement may be revised and amended by from time to time by passage of a Resolution.

Section 3. Effective Date. That this Resolution shall be in full force after its adoption by the City Commission.

Section 4. Implementation. The City Manager is hereby authorized to execute Lease Agreements with Tenants and enforce the provisions as provided in applicable resolutions, ordinances, and laws.

Section 5. Repeal. Adoption of this Resolution supersedes and repeals all previous versions of the Lease Agreement approved by the City of Abilene, Kansas.

Section 6. Effective Date. That the effects of this Resolution shall be in full force and effect following its approval by the City Commission.

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas, on September 25, 2017.



ATTEST:

By: Penny Soukup, CMC
Penny Soukup, CMC
City Clerk

CITY OF ABILENE, KANSAS

By: Tim Shafer
Tim Shafer, Mayor

LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement") is made and entered into this 11th day of September, 2017, between the K-STATE PARACHUTE CLUB ("Tenant"), and the CITY OF ABILENE, KANSAS, a municipal corporation, (the "City"), is as follows:

In consideration of the mutual promises, rents, and the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree to the following terms and conditions:

1. Scope of Use. The City hereby grants Tenant the right to use the Airport, including area designated herein for the operation of a Parachute Club ("Club"). Tenant agrees to establish and operate a Drop Zone for Club operations per the requirements of the Federal Aviation Administration ("FAA"), the City, and the United States Parachute Association ("USPA"). Such requirements shall include, but not be limited to, Federal Aviation Regulations ("FAR") Part 61, 65, 91, 105, and 119 and Advisory Circulars ("AC") AC90-66A, AC91-45C, AC105-2C as may be periodically amended.

2. Term. This Agreement shall be for a period of two (2) years commencing on the date set forth above, and may be renewed in two (2)-year increments thereafter upon payment of the Lease Payments as herein provided. The City reserves the right to amend the Lease Payment annually during the term of the Agreement, provided that such increase to the annual Lease Payment shall not exceed Ten Percent (10%) of the then current annual Lease Payment.

3. Lease Payment. The annual amount for the right to use the Airport for Club operations as described herein shall be the sum of three hundred Dollars (\$300.00) per year payable on the Effective Date of the Agreement and by February 15 of any subsequent year. Failure to pay the annual Lease Payment by February 15 of any year shall automatically terminate this Agreement.

4. Designated Areas. The Club shall be authorized to operate within the areas approved by the City Manager, or designee, which for the purpose of this Agreement shall be generally designated as seven (7) acres, more or less, located south and west of the City-owned T-Hangars and runway. The City acknowledges that various conditions may require the Club to use areas not designated in this Agreement for their operations. In such conditions, the Club shall do

everything within its power to reduce the affect on the Airport and any air traffic patterns. The Club agrees to be wholly responsible for any and all damages resulting from the failure, whether inadvertent or not, to land within the Designated areas and to indemnify the City for such damages.

The City Manager reserves the right, at any time, to re-designate areas for Club operations if it is determined to be in the best interests of the City or the Airport. The City Manager will notify the Club of the intent to re-designate the areas for Club Operations within thirty (30) days of the Effective Date of any re-designation, provided that if the FAA makes a requirement for the Club to

move the operation, it shall do so immediately.

5. Grounds Maintenance. Tenant agrees to keep Airport and the designated areas provided in exhibit A clean from trash and other debris.

6. Fuel. Per FAA Advisory Circular 150/5190-6, the City will allow the Club to bring its own fuel onto the Airport for the purposes of fueling its own Aircraft. The Airport Manager will also have aviation-grade fuel available for purchase at a reasonable rate.

7. Interference Prohibited. Tenant agrees not to interfere with other public or private uses of the Airport.

8. Insurance. Tenant shall have and maintain in full force and effect for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Parachute Club, its agents, representatives or participants. All policies shall be subject to approval by the City Attorney to form and content. Any deductibles or self-insured retentions shall be declared to and approved by the City. Tenant shall maintain limits no less than:

Comprehensive General Liability of \$1,000,000 combined per single occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss or use resulting therefrom.

Insurance Policies provided by the Tenant shall contain, or be endorsed to contain the following provisions:

a. General liability Liability Coverage. The City, its officials, employees, agents and volunteers are to be covered as additionally insured with respect to all policies obtained by the Tenant hereunder. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents or volunteers.

The Tenant's Insurance Coverage shall be primary non-contributing insurance as respects to any other insurance or self-insurance available to the City, its officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be in excess of the Tenant's Insurance and shall not contribute to it. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, agents or volunteers.

Coverage shall state that the Tenant's Insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

The Tenant and its insurer agree to waive all rights of subrogation against

the City, its officials, employees, agents and volunteers for losses arising from the operation of the Parachute Club. All endorsements to policies shall be executed by an authorized representative of the insurer.

b. Requirements for All Coverage. Each Insurance Policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, to the City.

c. Effective and Termination Dates. Policies shall have concurrent starting and ending dates with this Agreement.

d. Verification of Coverage. Tenant shall furnish City with Certificates of Insurance and endorsements to policies evidencing coverage required by this Agreement prior to the Effective Date of the Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. Failure to maintain coverage shall void this Agreement and Club will cease operations immediately.

9. Notifications. Tenant agrees to comply with FAR Part 105.25 requiring notification to Air Traffic Control ("ATC") no earlier than twenty-four (24) hours before or not later than one hour before the parachute operation begins in Class E and G airspace. Jumps in Class A, B, C and D airspace require an authorization from ATC.

10. Reporting. The Tenant shall provide an annual written report to the City Manager summarizing the activity of the Club and any other information as the Tenant may think is pertinent. Such report shall be provided to City Manager by December 31st of each year.

11. Equal Opportunity Provisions. The Tenant agrees to operate in a manner consistent with Equal Opportunity provisions and the Americans with Disabilities Act. No person, organization, agency, or otherwise shall be prevented from participating in the Club with regard to race, color, sex, political opinion, religion, national origin or ancestry, disability, age, or status as a veteran.

12. Violations. Any violations of this Agreement by Tenant will be reviewed and acted on by the City Manager. If the City manager determines that a violation has occurred, the City Manager shall have the authority and discretion to terminate this Agreement, immediately. The City Manager shall also have authority to terminate this Agreement immediately if City's insurer requires it or threatens to cancel City coverage, for unresolved violations of the lease or if required by FAA or similar entity, or by state or federal rule, statute or code

13. Notices. All notices to the Tenant shall be in writing and shall be mailed to the Tenant at the address provided herein. The Tenant shall be responsible for periodically updating contact information with the City Manager. Tenant agrees to notify the City of any changes in address or aircraft ownership within thirty (30) days of such change. If any such notice to the Tenant shall be returned by the U.S. Postal Service, notice shall be given by posting the same on

the Tenant's Hangar door.

All communications relating to the day-to-day activities of the Club shall be exchanged between the Airport Manager and the authorized representative for the Tenant. All other notices, writing or correspondence as required by this Agreement shall be directed to the city Manager and the Tenant,

City of Abilene
ATTN: City Manager
P.O. Box 519
Abilene, KS 67410

K-State Parachute Club
ATTN: President
Jesse Magaña
3511 Claflin Rd
Manhattan, KS 66503

14. Termination. Tenant may terminate this Agreement by giving the City thirty (30) days written notice of termination to City.

The City may terminate this Agreement, immediately, by giving Tenant oral or written notice if the City Manager determines that the Tenant is in default of any of its obligations herein, including but not limited to: the provisions of this Agreement for violations of applicable airport policies, or rules and regulations as adopted by the City or the FAA. If the City elects to terminate this Agreement, the City shall notify Tenant by first class mail, or orally.

The Tenant shall discontinue all use of said Airport and shall not be permitted to use the Airport for Club operations. Any use by Club of Airport following termination of this Agreement will be considered trespassing by the City of Abilene, which shall be subject to enforcement and prosecution under applicable City Code.

15. INDEMNIFICATION

Tenant agrees to indemnify the City, its officer, employees, and agents against and hold said parties harmless from any and all claims, demands, and liability for injuries to persons or property which may arise as a consequence of Tenant's presence upon the Airport and for acts or omissions of the Tenant.

16. ENTIRE AGREEMENT

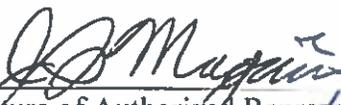
This document shall constitute the entire Agreement between the undersigned Tenant and the City of Abilene.

AGREED TO AND ACCEPTED BY THE PARTIES BELOW ON THE 11th DAY OF September, 2017.

CITY OF ABILENE, KANSAS

K-STATE PARACHUTE CLUB

By: 
Timothy Shafer, Mayor


Signature of Authorized Representative
Jesse Magaña
Print name

ATTEST:



 CMC
Penny Soukup, CMC OF KANSAS
City Clerk