

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
October 19, 2010	ORDINANCE NO. 2082 CHANGE OF ZONING CLASSIFICATION FROM R-1 (SINGLE FAMILY RESIDENTIAL) to A-1 (AGRICULTURAL) FOR THE MITCHELL COUNTY FAIRGROUNDS
ORIGINATING DEPARTMENT:	TYPE OF ACTION: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION
Administration	<input type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the Council adopt Ordinance No. 2082, a change of zoning classification from R-1 to A-1 the Mitchell County Fairgrounds.

FISCAL NOTE:

- There is a publication cost associated with the adoption of this Ordinance.

DISCUSSION:

This matter comes before the City Council after receiving prior approval from the Beloit Planning Commission on a 3-0 vote. The Mitchell County Fair Association applied to change the zoning designation for the Mitchell County Fairgrounds from Single-Family Residential (R-1) to Agricultural Zone (A-1).

Before any proposed amendment or change in zoning can be considered by the City Council, it must be submitted to the Planning Commission for recommendation. The Planning Commission must hold a public hearing after giving required notice of the hearing and action to be taken. Additionally, written notification must be mailed to any property owner within 200 feet of the area to be affected. All required notices and publications have been properly and timely made for the public hearing upon the action being requested.

The factors that can be considered in reaching a decision include:

1. The character of the neighborhood or area
2. The zoning uses of nearby properties
3. The suitability of the property for the uses to which it is restricted
4. The effect of the zoning change on nearby property
5. The hardship imposed on the applicant should the request be denied
6. Any other relevant or significant issues
7. The recommendation of staff

DISCUSSION:

1. The character of the area is residential, agricultural, institutional and industrial in nature and includes the city's Systems Operations, public cemetery, high school and agricultural. The proposed zone change will not change to the general character of the area.
2. The zoning uses of nearby properties are a mix of Agricultural and Residential.
3. The property, in my opinion, is best suited to the proposed zoning designation. It has

been used in the same manner for over 60 years.

4. Because there will be no change to the way the fair association operates the property, there are be no adverse effects anticipated on the nearby properties. Again, the adjacent property owners have been notified of the hearing and may be present to voice their own opinions. Staff has heard from several property owners who wanted to know what this would mean to them and were not opposed to the change.
5. The Mitchell County Fair Association would experience some hardship if the application for rezoning would be denied. The property would have to be maintained to the Residential Zoning District standard. In the past the grass has been swathed and baled for hay. This would no longer be allowed. The cost to maintain the property in that manner would be prohibitive.
6. I believe that this change in zoning will allow the fair association to continue to operate the fairgrounds in the excellent manner the community has come to appreciate in many ways.

RECOMMENDATION:

I recommend that the Planning Commission submit for approval a change in zoning status from Residential (R-1) to Agricultural Zone (A-1) for the property that makes up the Mitchell County Fairgrounds to the Governing Body of the City of Beloit.

Respectfully submitted,

Glenn Rodden
City Administrator

ORDINANCE NO. 2082

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF CERTAIN LAND LOCATED IN THE CITY OF BELOIT, KANSAS, UNDER THE AUTHORITY GRANTED UNDER ORDINANCE 1730, AND THE LAWS OF THE STATE OF KANSAS.

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

SECTION 1: That having received a recommendation from the planning commission in Case No. C-188, Mitchell County Fairground, and proper notice having been given and public hearing held as provided by law and under authority and subject to the provisions of Ordinance No. 1412 of the City of Beloit, Kansas, the zoning classification of property legally described is hereby changed as follows:

A tract beginning at the Northwest corner of the Southeast quarter (SE $\frac{1}{4}$) of Section Four (4), Township Seven (7), South, Range Seven (7), west of the 6th P.M.; thence running South Two Hundred Thirty-seven (237) feet; thence East Thirteen hundred Thirty-two (1332) feet; thence North one hundred eighty-six and one-half (186 $\frac{1}{2}$) feet; thence West Thirteen Hundred Thirty-six (1336) feet to the place of beginning, containing 7 acres, more or less.

and

A tract commencing at the Southwest Corner of the Northwest quarter (NW $\frac{1}{4}$) of the Southeast quarter (SE $\frac{1}{4}$) of Section 4, Township 7, South, Range 7, West 6th P.M.; thence North on the half section line One Thousand Ninety-Eight and five tenths (1098.5) feet; thence East parallel with the streets of the city of Beloit to the Quarter Section line; thence South on said quarter section line to a point Three Hundred Fifty-four (354) feet North of the Southeast corner of said Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section 4; thence West parallel with the streets of the City of Beloit, Four Hundred Twenty (420) feet; thence South Three Hundred Sixteen and eighty-five hundredths (316.85) feet; thence West to the place of beginning; except the following tracts of land, to-wit:

1. Except a tract of land beginning at a point One Hundred Fifty-three (153) feet North of the Southwest corner of the Northwest Quarter of the Southeast quarter of said Section 4; thence North Fifty (50) feet, thence East parallel with the Streets of Beloit One Hundred Seventy-seven (177) feet; thence South Two Hundred Three (203) feet; thence West Fifty (50) feet, thence North One Hundred Fifty-three (153) feet; thence Nest One Hundred Twenty-seven (127) feet to the point of beginning;

2. Also except a tract of land beginning at the Southwest corner of the Northwest quarter of the Southeast quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section 4, thence North on the half section line One Hundred Fifty-three (153) feet, thence East parallel with the streets of the city of Beloit, One hundred twenty-seven (127) feet, thence South to South line of the Northwest quarter of the Southeast quarter of said Section 4, Township 7, South, Range 7, west 6th P.M., thence West on said line to the place of beginning; and

3. Also except a tract of land conveyed to the City of Beloit, Kansas, beginning at a point on the North and South Quarter-Quarter line Three Hundred Fifty-four (354) feet North of the Center of the Southeast Quarter of Section 4, Township 7, south, Range 7, West 6th P.M.; thence North along said Quarter-Quarter line Three Hundred Thirty (330) feet; thence West Four Hundred Twenty (420) feet parallel with the North line of Elmwood Cemetery; thence South Three Hundred Thirty (330) feet; thence East Four Hundred Twenty (420) feet to the place of beginning.

and

A tract of land beginning at the Northwest Corner of the Southeast Quarter (SE $\frac{1}{4}$) of Section Four (4), Township Seven (7) South, Range Seven (7) West of the Sixth P.M.; thence running South Three Hundred (300) Feet; thence East Two Hundred Fifty (250) Feet; thence North Three Hundred (300) Feet to the Quarter Section Line; thence West on the said Quarter Section Line, Two Hundred Fifty (250) Feet to the place of beginning.

and

A tract of land beginning 396 feet East of the Southwest corner of the Northeast Quarter of Section 4, Township 7 South, Range 7 West of the 6th Principal Meridian; thence Northerly parallel to the West line of the NE $\frac{1}{4}$ of said section 778.61 feet; thence Westerly at 90° from the West line of the NE $\frac{1}{4}$ of said section 396 feet to the West line of the Northeast Quarter of said section; thence Northerly 60 feet on the West line of the NE $\frac{1}{4}$ of said section; thence Easterly at a bearing of N 90° East from West line of NE $\frac{1}{4}$ of said section, 1342.26 feet to the East line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ Sec. 4; thence Southerly 885.25 feet to the Southeast corner of the Southwest Quarter of the Northeast Quarter, Section 4; thence Westerly 941.90 feet on the South line of the NE $\frac{1}{4}$, Section 4 to place of beginning. This tract consists of 19.2 acres, more or less.

EXCEPT: Right of Way for Walnut Street on the North 60' of the West Boundary Line,

and

A tract of land beginning at a point One Hundred Fifty Two (152) feet North of the Southwest corner of the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Four (4); Thence North Fifty One (51) feet; Thence East Parallel with 12th street of Beloit One Hundred Seventy Seven (177) feet; Thence South Fifty One (51) feet; Thence West One Hundred Seventy Seven (177) feet to the point of beginning; situated in Mitchell County, Kansas, and in Township Seven (7), range Seven (7) of said County.

Changed from "R-1" to "A-1", subject to the owner of the above described real estate providing the City of Beloit, Kansas, with any utility easement deemed necessary by the City.

SECTION 2: Upon the taking effect of this Ordinance the above zoning changes shall be entered and shown on the official zoning map previously adopted by reference and said official zoning map is hereby reincorporated as part of the zoning ordinance as amended.

SECTION 3: This ordinance shall take effect and be in full force from and after its adoption in the official city newspaper.

PASSED and **ADOPTED** by the Governing Body and signed by the Mayor this 19th day of October, 2010.

Rebecca J. Koster, Mayor

Attest:

Kerry Benson, City Clerk



REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
October 19, 2010	RESOLUTION NO. 23-2010 KMEA AGREEMENT FOR CONSULTING SERVICES
ORIGINATING DEPARTMENT:	TYPE OF ACTION: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION
Administration	<input type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the City Council approve Resolution No. 23-2010 KMEA Agreement for Consulting Services.

FISCAL NOTE:

- The maximum cost to the City of Beloit for participating in this project is \$680.00. Our cost will be less if more member cities participate in this project.

DISCUSSION:

The Environmental Protection Agency (EPA) has recently enacted new emission standards that impact our power plant. KMEA has contracted with Trinity Consulting to assist member cities in implementing these new standards. According to KMEA, the standards will regulate the emissions of most of the engines Kansas municipal power utilities use to generate power. The standards go into effect in May 2013. KMEA is working on two fronts to address this issue: 1. By trying to revise the ruling to exempt municipal utilities; and 2. By providing technical expertise to help cities address the standards as economically as possible.

Respectfully submitted,

Glenn Rodden
City Administrator

RESOLUTION NO. 23-2010

A RESOLUTION OF THE CITY OF BELOIT, KANSAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE KANSAS MUNICIPAL ENERGY AGENCY FOR CONSULTING SERVICES ON THE NATIONAL EMISSION STANDARDS FOR HAZARDOUS AIR POLLUTANTS FOR RECIPROCATING INTERNAL COMBUSTION ENGINES.

WHEREAS, the Kansas Municipal Energy Agency ("KMEA") is a municipal energy agency organized and existing under the laws of the State of Kansas, including K.S.A. 12-885 *et seq.*; and

WHEREAS, the City of Beloit, Kansas (the "City") owns or operates a utility furnishing electricity, and the City is a member in good standing of KMEA; and

WHEREAS, the Environmental Protection Agency has promulgated National Emission Standards for Hazardous Air Pollutants ("NESHAP") for Reciprocating Internal Combustion Engines ("RICE"); and

WHEREAS, the City is subject to NESHAP for one or more RICE owned and operated by the City, and the City is seeking expertise in implementing NESHAP/RICE; and

WHEREAS, KMEA has contracted for the services of Trinity Consultants, Inc. ("Trinity") to work with KMEA in providing consulting services on NESHAP/RICE to KMEA member cities; and

WHEREAS, the City desires to contract with KMEA for consulting services to be provided by KMEA and Trinity.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BELOIT, KANSAS:

Section 1. The NESHAP/RICE Consulting Agreement is hereby approved in substantially the form presented to the governing body this date.

Section 2. The Mayor and Clerk are hereby authorized to execute the NESHAP/RICE Consulting Agreement in substantially the form presented to the governing body this date, such official's signature thereon being conclusive evidence of such official's and the City's approval thereof. The Mayor and Clerk are authorized and directed to execute any and all other documents or certificates necessary to effect the purposes set forth in this Resolution and the NESHAP/RICE Consulting Agreement.

Section 3. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City.

ADOPTED by the governing body of the City and signed by the Mayor this 19th day of October, 2010.

(SEAL)

REBECCA J. KOSTER, Mayor

ATTEST:

KERRY BENSON, City Clerk

NESHAP/RICE CONSULTING SERVICES AGREEMENT

BETWEEN

KANSAS MUNICIPAL ENERGY AGENCY

AND

CITY OF BELOIT, KANSAS

WHEREAS, the Kansas Municipal Energy Agency ("KMEA") is a municipal energy agency organized and existing under the laws of the State of Kansas, including K.S.A. 12-885 *et seq.*; and

WHEREAS, the City of Beloit, Kansas (the "City") owns or operates a utility furnishing electricity, and the City is a member in good standing of KMEA; and

WHEREAS, the Environmental Protection Agency has promulgated National Emission Standards for Hazardous Air Pollutants ("NESHAP") for Reciprocating Internal Combustion Engines ("RICE"); and

WHEREAS, the City is subject to NESHAP for one or more RICE owned and operated by the City, and the City is seeking expertise in implementing NESHAP; and

WHEREAS, KMEA has contracted for the services of Trinity Consultants, Inc. ("Trinity") to work with KMEA in providing consulting services on NESHAP to KMEA member cities; and

WHEREAS, the City desires to contract with KMEA for consulting services to be provided by KMEA and Trinity.

NOW, THEREFORE, IN CONSIDERATION OF THE AGREEMENTS CONTAINED HEREIN, KMEA AND THE CITY OF BELOIT, KANSAS DO HEREBY AGREE AS FOLLOWS:

SERVICES

KMEA, in conjunction with Trinity, will provide consulting services to the City in implementing the requirements of NESHAP / RICE. The scope of services will include the milestones set forth in the Trinity Work Authorization and Proposal attached hereto as *Appendix A* (the "Trinity Contract"), and incorporated herein by reference. In addition, KMEA will provide services in exchanging information between affected cities and coordinating efforts in the implementation of compliance with NESHAP / RICE. The City agrees that the Trinity Contract may be amended by KMEA from time to time to expand or clarify consulting services to be performed by Trinity.

The City hereby designates the following person or persons (the "City's Designated Representative") to act on behalf of the City in authorizing the consulting services:

NAME	TITLE
_____	_____
_____	_____
_____	_____

TERM

This Agreement will commence on the date this Agreement is approved and accepted by the City, and remain in effect until either party terminates this agreement by giving thirty (30) days written notice to the other party, and such final date shall be known as the ("Termination Date"); provided, however, any transactions or obligations that have commenced prior to the Termination Date and will end after the Termination Date will remain in effect until the end of the transaction date and through the following invoice payment cycle.

SERVICE FEES

The City agrees to compensate KMEA for the costs incurred by KMEA relating to the City. The total cost under the Trinity Contract will not exceed \$20,000, with such costs to be divided among all of the cities entering into a NESHAP/RICE Consulting Services Agreement with KMEA. KMEA will invoice the City on a monthly basis for the services performed under this agreement. City agrees to pay KMEA in accordance with the provisions stated on each invoice.

TRINITY CONTRACT TERMS

Both parties agree to abide by the terms and conditions in the Trinity Contract, including, without limitation, the restrictions on Nondisclosure, Limitation on Liability and Insurance.

ACCEPTANCE

In witness whereof, the parties accept the terms and conditions of this agreement, effective on the date specified in the Term of this agreement:

KANSAS MUNICIPAL ENERGY AGENCY

Robert L. Poehling, General Manager

AGREED AND ACCEPTED THIS 19TH DAY OF OCTOBER, 2010.

CITY OF BELOIT, KANSAS

(SEAL)

REBECCA J. KOSTER, Mayor

ATTEST:

KERRY BENSON, City Clerk

Appendix A

TRINITY CONSULTING, INC.

WORK AUTHORIZATION AND PROPOSAL



Project/Proposal #: 101701.0163

WORK AUTHORIZATION

9777 Ridge Drive, Suite 380
Lenexa, Kansas 66219
Phone: (913) 894-4500; Fax: (913) 894-4510

Proposed Services: RICE Rule Implementation Support to the Kansas Municipal Energy Agency and Participating Municipalities

Consultant: Trinity Consultants, Inc.

Date: 09/22/2010

Client: Kansas Municipal Energy Agency (KMEA)

Client Contact: Lance Boyd

Budget: Not to exceed \$20,000 without prior approval from KMEA, billed on a time and materials basis.

Scope of Work: Trinity Consultants, Inc. (Trinity) will provide support to the Kansas Municipal Energy Agency (KMEA) and the participating municipalities in implementing the requirements of the Environmental Protection Agency's (EPA's) National Emission Standards for Hazardous Air Pollutants (NESHAP) for Reciprocating Internal Combustion Engines (RICE). Trinity is proposing to manage the RICE NESHAP implementation on behalf of KMEA. This management will begin with the development of a timeline of milestones to occur between now and May 2013, the date by which engines subject to the March 2010 provisions of the RICE NESHAP must be in compliance with the NESHAP. Trinity anticipates that this will consist of the following milestones (as further described in Trinity's proposal dated September 13, 2010):

1. Developing a list of affected engines for participating cities.
2. Determining a subset of engines on which to perform pre-compliance testing to determine (1) current engine performance with respect to the NESHAP and (2) the feasibility for retrofitting the engines with pollution control devices.
3. Selecting a firm to conduct the testing (developing a request for proposal, soliciting bids, reviewing bids, etc.).
4. Scheduling the pre-compliance testing at participating municipalities.
5. Reviewing the test data and developing a list of engines that (1) can meet the rule "as-is", (2) cannot meet the rule "as-is" but that could meet the rule if the engines were retrofit with a pollution control device, (3) cannot meet the rule "as-is" but for which retrofitting with a control device may not be technically feasible.
6. Selecting equipment suppliers that can provide relevant pollution control devices and reviewing equipment specifications.

Terms and Conditions: The terms and conditions on the reverse hereof constitute a part of this Agreement unless superseded by an executed Master Service Agreement and/or Contract previously signed by Client and Contractor.

Kansas Municipal Energy Agency (CLIENT) hereby authorizes Trinity Consultants, Inc. (CONTRACTOR) to start services upon receipt of this Authorization. Client agrees to reimburse Contractor in accordance with the monthly invoices.

KANSAS MUNICIPAL ENERGY AGENCY

CLIENT



CLIENT REPRESENTATIVE SIGNATURE

ROBERT L. POEHLING

CLIENT REPRESENTATIVE

GENERAL MANAGER

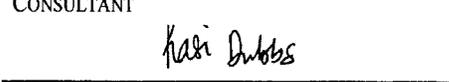
TITLE

9/27/10

DATE

TRINITY CONSULTANTS, INC.

CONSULTANT



COMPANY REPRESENTATIVE SIGNATURE

KASI DUBBS

COMPANY REPRESENTATIVE

MANAGING CONSULTANT

TITLE

09/22/2010

DATE

- (1) Acceptance This order, of which these terms and conditions are an integral part, shall become a binding contract when accepted by Client's acknowledgment of the commencement of performance hereof. No revisions to this order shall be valid unless in writing and signed by an authorized representative of Contractor; and no conditions stated by Client in accepting or acknowledging this order shall be binding upon Contractor unless expressly accepted in writing by Contractor.
- (2) Payment Compensation for Contractor's services to Client shall be payable for each project as stated in the Contractor's Price Schedule. Invoices for services performed and not previously billed shall be submitted to Client monthly by Contractor and shall be payable upon receipt. Payments to the Contractor shall be made as follows: Trinity Consultants, Inc., P.O. Box 972047, Dallas, TX 75397-2047, Attention: Accounts Receivable.
- (3) Changes Contractor shall have the right at any time to make changes in the drawings, designs, specifications, materials, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for the performance, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly.
- (4) Assignments Any assignment of this Agreement, in whole or in part, or of any interest hereunder by one party without the other party's prior written consent shall be void.
- (5) Termination Except as otherwise provided in this Agreement, if either party breaches any material terms, conditions, or covenants of this Agreement and such breach continues for 15 days after notice thereof by the other party requiring that such breach be cured or corrected and stating its intention to terminate this Agreement if there is no cure or correction, then, in addition to all other rights and remedies of the non-breaching party, at law or in equity or otherwise, this Agreement shall be terminated at the expiration of such 15-day period if there has been no cure or correction. If this Agreement is terminated under said conditions, Contractor shall be entitled to payment, within 15 days of such termination, for all services rendered and products produced by Contractor, as well as reimbursement for expenses theretofore incurred by Contractor for the benefit of Client, through the effective date of such termination and for services utilized to complete the termination of the Agreement after the effective date of the termination.
- (6) Limitation on Liability Contractor hereby disclaims all warranties, expressed or implied, including (but not limited to) the implied, warranties of merchantability and fitness for a particular purpose. Contractor shall have no liability (a) beyond two times the aggregate amount paid to Contractor if such liability arises out of a particular project, or under this Agreement otherwise, or (b) if the damage is covered by insurance, beyond the limits of the applicable insurance coverage; and any liability hereunder shall be solely to Client and not to any other person. Contractor will not be responsible or liable for any special, indirect, consequential or incidental damages arising out of such services of this agreement, whether such damages are suffered by client, any customer of client, or any other third party, even if contractor has been advised of the possibility of such damages.

- (7) Excusable Delay To the extent any significant delay in Contractor's performance is caused by an act or omission on the part of Client or any of its contractors or agents who are performing work in connection with this Agreement, an adjustment shall be made in the performance schedule and an adjustment of the price provisions of this Agreement shall be made to reflect any reasonable additional costs that Contractor must incur because of such delay, unless such delay caused by Client or its contractors or agents resulted from any causes beyond its control. If Contractor is completely and permanently prevented from completing performance of its obligations by any of the events described above, Contractor shall be excused from any such further performance. All amounts previously paid to Contractor and all additional amounts then due, as if an invoice had been sent to Client on the date of the event for work completed by Contractor, shall belong to Contractor.
- (8) Nondisclosure During the term hereof and for three years following the stated expiration date of this Agreement, the party receiving information marked as confidential or proprietary information ("Confidential Information") shall: (a) restrict disclosure of the Confidential Information solely to those of its employees and agents with a need to know, and not disclose it to other persons, (b) advise its employees and agents of the obligation of confidentiality hereunder, and (c) require its employees and agents to use the same degree of care as is required with its own Confidential Information, but in no event less than reasonable care. The party receiving the Confidential Information shall have no obligation to preserve the confidentiality of any information which (a) was previously known to it free of any obligation to keep it confidential, (b) is distributed to third parties by the providing party without restriction, (c) is or becomes publicly available, by other than unauthorized disclosure by it or its employees or agents, or (d) is independently developed by it.
- (9) Waiver No provision of this Agreement shall be deemed waived, amended, or modified by either party unless such waiver, amendment, or modification is in writing and signed by the party against which it is sought to be enforced.
- (10) Insurance Contractor shall maintain (a) workers' compensation insurance to the extent required by applicable federal and state laws and regulations, including employer's liability insurance with minimum limits of \$500,000/\$500,000/\$500,000, (b) commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence, and (c) automobile liability insurance (covering "hired" and "non-owned") with a limit of \$1,000,000 per occurrence.
- (11) Entire Agreement This document constitutes the entire agreement between Client and Contractor with respect to the subject matter hereof and is only superseded by future fully executed Master Environmental Service Agreement and/or Contract.

Trinity Consultants

9777 Ridge Drive, Suite 380, Lenexa, Kansas 66219 U.S.A. ☎ (913) 894-4500 ☎ Fax (913) 894-4510

VIA E-MAIL

September 13, 2010

Mr. Lance Boyd

Kansas Municipal Energy Agency

6300 West 95th Street

Overland Park, Kansas 66212

RE: P101701.0163 - Trinity's Proposal for Providing RICE Rule Implementation Support to the Kansas Municipal Energy Agency and Participating Municipalities

Dear Mr. Boyd:

Trinity Consultants (Trinity) is pleased to provide this proposal for providing support to the Kansas Municipal Energy Agency (KMEA) and the participating municipalities in implementing the requirements of the Environmental Protection Agency's (EPA's) National Emission Standards for Hazardous Air Pollutants (NESHAP) for Reciprocating Internal Combustion Engines (RICE). This proposal includes a scope of work, budget estimate, and project schedule in the following sections.

BACKGROUND

On March 3, 2010, EPA promulgated revisions to the existing RICE NESHAP standards located in Title 40 of the Code of Federal Regulations, Part 63, Subpart ZZZZ. The revisions included provisions for (1) RICE located at area sources of hazardous air pollutants (HAPs), (2) RICE with a site rating of ≤ 500 brake horsepower (bhp) located at major sources of HAPs, and existing, non-emergency compression ignition (CI) RICE with a site rating of > 500 bhp at major sources.

SCOPE OF WORK

Trinity is proposing to provide support to KMEA and the participating municipalities in implementing the requirements of the RICE NESHAP. At this time, the level of support required by KMEA and the participating municipalities is not well understood. Thus, this proposal is written to be flexible with respect to the actual work that Trinity will perform while still detailing support that Trinity can provide. In the end, the work that Trinity performs will be based on the specific needs of KMEA and the participating municipalities that develop over time. To a large extent, this proposal serves to establish a working relationship between Trinity, KMEA, and the participating municipalities and to establish some contractual elements that will enable Trinity to be compensated for support that we provide. At this time, Trinity is proposing to manage the RICE NESHAP implementation on behalf of KMEA. This management will begin with the development of a timeline of milestones to occur

Mr. Lance Boyd
September 13, 2010
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between now and May 2013, the date by which engines subject to the March 2010 provisions of the RICE NESHAP must be in compliance with the NESHAP. Trinity anticipates that the milestones, as more fully described below, will include the following:

1. Developing a list of affected engines for participating cities
2. Determining a subset of engines on which to perform pre-compliance testing to determine (1) current engine performance with respect to the NESHAP and (2) the feasibility for retrofitting the engines with pollution control devices
3. Selecting a firm to conduct the testing (developing a request for proposal, soliciting bids, reviewing bids, etc.)
4. Scheduling the pre-compliance testing at participating municipalities
5. Reviewing the test data and developing a list of engines that (1) can meet the rule “as-is”, (2) cannot meet the rule “as-is” but that could meet the rule if the engines were retrofit with a pollution control device, (3) cannot meet the rule “as-is” but for which retrofitting with a control device may not be technically feasible
6. Selecting equipment suppliers that can provide relevant pollution control devices and reviewing equipment specifications

While Trinity is proposing to develop a schedule for completing the milestones described above, Trinity recognizes that our role in assisting with completion of the milestones needs to be flexible. Trinity is attempting with this proposal to offer flexibility to KMEA in the level of support relied upon from Trinity. More specifically, Trinity is capable of completing the schedule of milestones and then simply being available on as-needed basis to answer questions and perform work (i.e. we can be responsive in nature). Trinity is also capable of overseeing all aspects of completing the milestones. Our role in assisting KMEA with completing the milestones is described below.

Milestone #1 – Develop a List of Affected Engines

Trinity will develop a form to be completed by each participating city that asks for data on each engine that is relevant to the NESHAP. Trinity will also develop a spreadsheet for aggregating the information collected on the forms. Trinity will provide the forms and the spreadsheet to KMEA. Trinity anticipates that KMEA will distribute the forms to the participating municipalities with a deadline for return of the forms to KMEA. Further, Trinity anticipates that KMEA will transfer the information from the completed forms to the spreadsheet and that KMEA will provide the completed spreadsheet to Trinity for review.

Trinity anticipates that the majority of the information on the forms will be self-explanatory. However, Trinity also anticipates that some of the information may generate additional questions. Some questions that Trinity anticipates may arise are related to (1) the “major” or “area” source status of the municipal power plant with respect to the EPA’s thresholds for HAPs and (2) the emergency versus non-emergency status of the engines.

The major or area source status of a municipal power plant should be determined based on the plant-wide potential emissions of HAPs. A major source is a plant that has potential emission for any single HAP above 10 tpy and potential emissions of total

combined HAPs of more than 25 tpy. More generally, information on the major or area source status of a municipal power plant may be obtained based on knowing the specific type of operating permit held by the power plant. Specifically, if a municipal power plant operates under a Class 2 or Class 3 permit, this would suggest that the plant is a minor source of HAP. Should a participating municipality need assistance with evaluating the major or minor source status of the power plant, Trinity recommends that we work directly with the municipality on this determination and that we enter into a separate project or agreement for this work. Alternatively, we could also do the work as a separate task under the project discussed in this proposal. Please refer to the budget section of this proposal for a description of the project setup with respect to the itemization of tasks between KMEA and the participating municipalities.

The emergency versus non-emergency status of an engine should be determined based on the definition of emergency engine listed in the rule. The definition of emergency stationary RICE is as follows:

Any stationary internal combustion engine whose operation is limited to emergency situations and required testing and maintenance. Examples include stationary ICE used to produce power for critical networks or equipment (including power supplied to portions of a facility) when electric power from the local utility (or the normal power source, if the facility runs on its own power production) is interrupted, or stationary ICE used to pump water in the case of fire or flood, etc. Stationary CI ICE used for peak shaving are not considered emergency stationary ICE. Stationary CI ICE used to supply power to an electric grid or that supply nonemergency power as part of a financial arrangement with another entity are not considered to be emergency engines, except as permitted under § 63.6640(f). Emergency stationary RICE with a site rating of more than 500 brake HP located at a major source of HAP emissions that were installed prior to June 12, 2006, may be operated for the purpose of maintenance checks and readiness testing, provided that the tests are recommended by the manufacturer, the vendor, or the insurance company associated with the engine. Required testing of such units should be minimized, but there is no time limit on the use of emergency stationary RICE in emergency situations and for routine testing and maintenance. Emergency stationary RICE with a site-rating of more than 500 brake HP located at a major source of HAP emissions that were installed prior to June 12, 2006, may also operate an additional 50 hours per year in non-emergency situations.

Based on the definition of emergency RICE listed in the rule, there are aspects of this definition that may require interpretation. To the extent that a participating municipality has questions on whether a RICE can be categorized as emergency, and it is not clear based on the definition in the rule, Trinity will pose questions to the EPA as part of guiding the municipality. Should a participating municipality need assistance with evaluating the emergency status of an engine, Trinity recommends that we work directly with the municipality on this determination and that we do the work as a separate task under the project discussed in this proposal. Please refer to the budget section of this proposal for a description of the project setup with respect to the itemization of tasks between KMEA and the participating municipalities.

Milestone #2 – Determine Engines for Pre-compliance Testing

Trinity will prepare a written recommendation/pre-compliance test strategy. The strategy will focus on which RICE included in the list developed as part of Milestone #1 should be tested as part an overall strategy to determine which RICE in the KMEA fleet can be retrofit to achieve compliance with the RICE NESHAP and which RICE can likely not be retrofit. Initially, Trinity will a review the list of RICE developed from Milestone #1 and categorize the engines based on the engine types, sizes, fuel, manufacturers, CO and/or formaldehyde NESHAP limits, and potentially other factors. Once the engines have been categorized, Trinity will work with KMEA to determine the best candidates for testing. It is likely that Trinity will recommend that one engine in each category be tested. The more engines and engine categories represented by the list from Milestone #1, the more options that will be available for the test strategy. Consideration will be given to engines that may already be equipped for testing (i.e. have ports in the stack to do the emission testing).

Milestone #3 –Selecting Firm for Pre-compliance Testing

Trinity will prepare a request for proposal (RFP) to be distributed to firms that perform emissions testing. The firms that will be selected to receive the RFP will likely include firms that Trinity has direct experience working with as well as firms that Trinity may not have direct experience working with but that Trinity is aware of their testing experience in this same area (i.e. Civil Environmental Consultants, the firm utilized by the Illinois Municipal Energy Association). The RFP will include the test methods and parameters that Trinity anticipates the firm would use to complete the testing. Trinity will consider whether engineering testing is appropriate or whether full reference method testing should be done. Trinity will review bids from the responsive firms and make a recommendation as to which firm should be awarded the testing.

Milestone #4 – Scheduling the Pre-compliance Testing

Trinity will work with the municipalities represented by the engines selected in Milestone #2 and the test firm selected in Milestone #3 to schedule the engine testing. Trinity anticipates that the test firm will set aside a block of time (e.g. two weeks) and that the test firm will travel to each of the municipalities during this time to complete testing.

Milestone #5 – Review of Test Data

Trinity will review the data compiled by the test firm and provide commentary on the test data for KMEA to consider as they decide how to move forward with managing the NESHAP implementation for their member municipalities.

Milestone #6 –Select Equipment Specifications/Review of Equipment Specifications

Trinity will compile a select group of equipment suppliers that can provide relevant pollution control devices. Trinity will work with the suppliers to understand the equipment options for retrofitting the engines at the participating municipalities to achieve NESHAP compliance. Trinity anticipates that the options will vary for different engine types, thus the categories of engines determined in Milestone #2 will likely be relied upon in discussions with equipment suppliers. The initial discussions with the equipment suppliers will not consider site-specific issues affecting the retrofit options.

Trinity will compile data on the options for KMEA review. Trinity anticipates that KMEA will discuss the options with participating municipalities. Following the initial discussion on the options, should a specific municipality have site-specific considerations that affect the retrofit option, Trinity will coordinate a discussion directly between the municipality and the equipment supplier.

Trinity understands that the specific municipalities that will rely on the support provided through the agreement between KMEA and Trinity is unknown at this time. While the development of the timeline of milestones is not dependent on the number of participating municipalities, additional work related to the milestones may be dependent.

PROJECT BUDGET/INVOICING

Trinity is proposing to establish a project budget that can be used on a time and materials basis to assist KMEA and the participating municipalities with implementing the requirements of the RICE NESHAP. The assistance may involve work described under the scope of work section of this proposal or it may involve other work that develops in direct response to a request for support from KMEA or a participating municipality.

Trinity's proposes to start with a budget of \$20,000. This budget will account for Trinity's time (inclusive of costs for telephone, facsimile, reproduction, and QA/QC) as well as direct reimbursement for any travel expenses incurred for the project. Trinity will not exceed the proposed budget of \$20,000 without prior approval from KMEA.

In general, Trinity does not distribute our rate sheet to companies that do not have a working arrangement with us. Our rates range from \$51/hr to \$240/hr and consultant rates will typically run from \$100/hr to \$155/hr depending on the task and project complexity. Because we always QA/QC our products, there is also supervisor/manager time associated with a project that could range from \$155/hr to \$215/hr depending on the task and project complexity.

All charges will be submitted directly to KMEA on a single monthly invoice. Charges will be itemized using both tasks and subtasks. Initially, a single task will be listed that represents work done directly for KMEA, including communication with Mr. Lance Boyd of KMEA. Subtasks will itemize and differentiate the work done for each listed task. As the project progresses, and as early in the project as necessary, Trinity will add tasks for participating municipalities, as necessary, so that charges are itemized specific to the municipalities. Trinity does not anticipate that the initial task will involve direct interaction with participating municipalities. Thus, the early project work will likely not include tasks for the participating municipalities.

While charges specific to a municipality may be itemized on the invoice, Trinity still anticipates that we will prepare a single invoice and that the invoice will be submitted directly to KMEA. A copy of the invoice will also be sent to each municipality represented on the invoice by a specific task. Submitting invoices directly to KMEA with additional tasks to each of the municipalities will allow Trinity to maintain all of the work related to the project using a single project tracking number while still making each municipality aware of their financial responsibility. However, please note that this method of invoicing relies on the fact that the work contract is between Trinity and KMEA and thus the contractual responsibility for payment lies with KMEA. Should

any of Trinity's work specific to a single participating municipality generate significant enough charges to warrant breaking out the municipality into a separate project, Trinity will discuss this with KMEA and do what is determined to be most appropriate for ensuring timely payment to Trinity.

PROJECT SCHEDULE

Trinity is available to begin work on this project upon notification of acceptance from KMEA. Notification of acceptance can be indicated through the signing of the work authorization submitted with this proposal. If you have any questions, please do not hesitate to call me at (913) 894-4500.

Sincerely,
TRINITY CONSULTANTS
Kasi Dubbs, P.E.
Managing Consultant

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:		
October 19, 2010	TREE BID		
ORIGINATING DEPARTMENT:	TYPE OF ACTION:	<input type="checkbox"/> ORDINANCE	<input type="checkbox"/> RESOLUTION
Parks and Recreation		<input checked="" type="checkbox"/> FORMAL ACTION	<input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the Council approve the bid for trees from Great Plains Landscape in the amount of \$2,265.00.

FISCAL NOTE:

- The approximate cost of this item is \$2,265.00
- Funding for this type of item is available in line item 10-18-7310.

BIDS RECEIVED:

<u>COMPANY</u>	<u>PRICE</u>
Great Plains Landscape	\$2,265.00
Howe Landscape, Inc.	No Bid
Battle Creek Nursery	No Bid
Belleville Nursery, Inc.	No Bid

DISCUSSION:

We received only one bid for this project.

Respectfully submitted,

Glenn Rodden
City Administrator

Lynn Miller
Director of Parks and Recreation
119 North Hersey Avenue
Beloit, Kansas 67420



Tel No (785) 738-3551
Fax No (785) 738-2517

DEPARTMENT OF PARKS AND RECREATION MEMORANDUM

TO: Glenn Rodden
City Administrator

FROM: Lynn Miller
Director of Parks and Recreation

RE: Tree purchase for Tree City USA

DATE: October 12, 2010

I received the one closed bid for the purchase of trees:

Great Plains Landscape	\$ 2265.00
Howe Landscape, INC	No Bid
Battle Creek Nursery	No Bid
Belleville Nursery, INC	No Bid
Hay's Green House	Bid Letter Returned

I recommend the purchase of the specified trees outlined on the bid form from Great Plains Landscape. The trees are for the spring of 2011 Tree City USA plantings. The money for this purchase was included in the 2011 budget line item 10-18-7310. The trees will be orders this year and paid in the next year's budget cycle.

Thank you for your consideration on this matter.
Lynn Miller, Director of Parks and Recreation

O Lynn Miller
 Director of Parks & 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

Bid Form

Bidder shall complete bid form, indicate with a check mark items being bid exactly as specified or a description to indicate any deviation from the specifications.

Minimum Specifications:

<u># of trees</u>	<u>Caliper Size</u>	<u>Type of tree</u>	<u>Unit Price</u>	<u>Total</u>
7	5-6 ft. 5 gal. cont.	Lace Bark Elm	35. ⁰⁰	245. ⁰⁰
3	5-6 ft. " "	Redbud	35. ⁰⁰	105. ⁰⁰
6	5-6 ft. " "	Shumard Oak	35. ⁰⁰	210. ⁰⁰
3	5-6 ft. b.r.	Crabapple	30. ⁰⁰	90. ⁰⁰
5	5-6 ft. b.r.	Littleleaf Linden	40. ⁰⁰	200. ⁰⁰
6	5-6 ft. b.r.	Kentucky Coffee	35. ⁰⁰	210. ⁰⁰
19	5-6 ft. 5 gal. cont.	Bur Oak	40. ⁰⁰	760. ⁰⁰
3	5-6 ft. b.r.	London Plane	30. ⁰⁰	90. ⁰⁰
7	5-6 ft. 5 gal. cont.	Zelkova	35. ⁰⁰	245. ⁰⁰
2	5-6 ft. 7 gal. cont.	Sawtooth Oak	55. ⁰⁰	110. ⁰⁰

I propose to supply the City of Beloit, Kansas with the trees meeting the above specifications for a total purchase price of \$ 2265.⁰⁰ this is FOB, Beloit, Kansas.

I understand that this bid is to be guaranteed for no less than thirty (30) days from the date of bid opening.

Bidder (name of company):
 Authorized signature:
 Telephone number:
 Date:

Great Plains Landscape
Ken Benedict
785-738-2016
Oct. 4, 2010