

## REQUEST FOR COUNCIL ACTION

<b>DATE:</b>	<b>TITLE:</b>		
May 3, 2016	WAPA Agreement		
<b>ORIGINATING DEPARTMENT:</b>	<b>TYPE OF ACTION:</b>	<input type="checkbox"/> <b>ORDINANCE</b>	<input type="checkbox"/> <b>RESOLUTION</b>
Administration		<input checked="" type="checkbox"/> <b>FORMAL ACTION</b>	<input type="checkbox"/> <b>OTHER</b>

### RECOMMENDATION:

I recommend that the City Council approve the enclosed Western Area Power Administration (WAPA) Agreement.

### FISCAL NOTE:

- There are no associated costs with this agenda item.

### DISCUSSION:

The contract will extend our agreement with Western Area Power Administration (WAPA) to purchase hydro-power to the year 2054.

Respectfully submitted,

Jay Newton,  
Interim City Administrator





6300 West 95th Street  
Overland Park, Kansas 66212-1431  
office: 913.677.2884  
fax: 913.677.0804

April 8, 2016

Dear KMEA WAPA Participants:

Your current Firm Electric Service (FES) Contract with KMEA for your Western Area Power Administration (WAPA) allocation is scheduled to expire on September 30, 2024. In order to provide continued service after your current contract expires, all KMEA WAPA participants executed a FES Allocation Assignment Agreement in 2015 which will provide your City a 30 year extension through September 30, 2054. The Assignment Agreements between your City, KMEA, and WAPA will become Exhibit D within your Hydro Pooling Agreement.

Included are (2) two agreements between KMEA and your City which will formally finalize and extend your WAPA allocation through 2054. At your earliest convenience, **please execute two originals of the enclosed agreements and mail them to KMEA.** Once KMEA receives the originals from all the WAPA participants, KMEA will execute the agreements and return one original to your City, which will include the fully executed agreement between KMEA & WAPA, Exhibit E in your agreement. Please note that Exhibit E is not included in your package.

Within the next few days, KMEA will electronically send a non-executed version of Exhibit E, to your City.

Please let us know if you have any questions.

Regards,

Paul Mahlberg, KMEA  
General Manager

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**HYDRO POWER POOLING CONTRACT  
(LOVELAND AREA PROJECTS)**

**BETWEEN**

**KANSAS MUNICIPAL ENERGY AGENCY**

**AND**

**CITY OF BELOIT, KANSAS**

**DATED AS OF \_\_\_\_\_**

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Exhibit A – KMEA Participants' Hydro Entitlement

Exhibit B – Class A Participants' Combined Hydro Entitlements (CROD & Energy)

Exhibit C – Formula to Allocate Assigned Hydro Entitlements of the Class B Participants to the Class A Participants

Exhibit D – 2025 Power Marketing Initiative Firm Electric Service Allocation Assignment Agreement

Exhibit E – Contract No. 14-RMR-2520 between the United States Department of Energy, Western Area Power Administration, Rocky Mountain Region (Loveland Area Projects) and KMEA for firm electric service

Exhibit F – Points of Delivery

Exhibit G – City's Hydro Entitlement

**HYDRO POWER POOLING CONTRACT  
(LOVELAND AREA PROJECTS)  
BETWEEN  
KANSAS MUNICIPAL ENERGY AGENCY  
AND  
CITY OF BELOIT, KANSAS**

THIS **HYDRO POWER POOLING CONTRACT (LOVELAND AREA PROJECTS)** is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **KANSAS MUNICIPAL ENERGY AGENCY**, a Kansas municipal energy agency, acting as the Participants' agent ("KMEA"), and the **CITY OF BELOIT, KANSAS**, a Kansas municipal corporation (the "City").

**WHEREAS**, pursuant to the Act, as defined herein, KMEA is empowered to make and enter into any contract or agreement necessary or incidental to the performance of its duties and the execution of its powers under the Act, including contracts for the purchase, sale, transmission or exchange of power and other energy with the United States or with other energy systems, either privately, cooperatively or publicly owned; and

**WHEREAS**, the Western Area Power Administration ("Western") is an agency of the United States Department of Energy ("DOE") and has made an allocation of hydroelectric power and energy to the City pursuant to the hereinafter defined Marketing Plan; and

**WHEREAS**, KMEA will execute the Power Sales Contract, with Western, under which KMEA will coordinate and pool the Hydro Entitlements of the Participants to hydroelectric power and energy from reservoir projects, constructed and operated by the United States Bureau of Reclamation, as such power and energy become available; and

**WHEREAS**, in order to effect deliveries of hydroelectric power and energy from the transmission system of Western to the transmission systems of SEC, MWE, KCPL, WESTAR and MKEC for ultimate use by the Participants, it is necessary to utilize certain transmission facilities owned and operated or controlled by SEC, NPPD or any other Transmission Provider and interconnections established and maintained by SEC, NPPD or any other Transmission Provider and Western pursuant to a firm transmission service contract in conjunction with the Power Sales Contract, and the hereinafter-defined Pooling Contracts; and

**WHEREAS**, to implement this administrative, coordinating and pooling process, KMEA will enter into a Hydro Power Pooling Contract with each of the Participants, including this Pooling Contract with the City, under the terms of which certain Class A Participants have been provided the opportunity (as illustrated by *Exhibit C* hereto) to utilize not only their individual Hydro Entitlements but also to share in the Assigned Hydro Entitlements (as defined herein) of the Class B Participants which cannot economically or practically utilize their Hydro Entitlements; and the Class B Participants will, under the terms of their respective Pooling Contracts with KMEA, agree to temporarily assign their Hydro Entitlements to the KMEA Hydro Power Pool (as hereinafter defined) and to the use of the Class A Participants in consideration of the creation of the Class B Participants Escrow Fund as hereinafter specified;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto mutually contract and agree as follows:

**Section 1. Definitions.** In addition to the definitions contained in the Power Sales Contract, which are incorporated herein by reference, as used herein and in the Exhibits attached hereto, the terms set forth below shall have the meanings hereinafter given. Except where the context otherwise requires, definitions importing the singular number shall include the plural number and vice versa, and definitions and other terms importing persons shall include firms, associations, corporations, districts, agencies and bodies.

"Act" means K.S.A. 12-885 through K.S.A. 12-8,111, inclusive, as amended.

"Assigned Hydro Entitlements" means the Hydro Entitlements originally allocated to Class B Participants, and which are temporarily assigned by such Class B Participants to the KMEA Hydro Power Pool.

"Bank" means a trustee bank, authorized to do business in the State of Kansas, as designated by KMEA pursuant to *Section 6* hereof.

"Capacity Charge" means, at any given time, the Capacity Charge then specified in Western's Rate Schedule attached to the Power Sales Contract and to be levied by Western against KMEA under the Power Sales Contract.

"City" means the City of Beloit, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas, and which is initially designated as a Class A Participant hereunder.

"Class A Participants" means certain municipal corporations of Kansas which have Hydro Entitlements and which will utilize such Hydro Entitlements and which may also utilize Assigned Hydro Entitlements assigned by Class B Participants.

"Class B Participants" means certain municipal corporations of Kansas which have Hydro Entitlements which will not be immediately utilized and which may allow such Hydro Entitlements (i.e., the Assigned Hydro Entitlements) to be used by Class A Participants.

"Class B Participants Escrow Agreement" means the escrow agreement, as amended from time to time, between a Bank, KMEA and Class B Participants, referred to in *Section 6* herein.

"Class B Participants Escrow Fund" means that certain escrow fund created pursuant to the KMEA Class B Participants Escrow Agreement.

"Class C Participants" means Class B Participants which have determined to utilize their Hydro Entitlements pursuant to *Section 4(d)* hereof.

"Combined Hydro Entitlement" means the sum of a particular Class A Participant's Hydro Entitlement plus its reservation (if any) of a portion of the Assigned Hydro Entitlements of the Class B Participants, as summarized on *Exhibit B* to this Pooling Contract. Combined Hydro Entitlements are calculated by using the figures and formula set forth on *Exhibit C* hereto, and adding to the product of the formula the Hydro Entitlement of the Class A Participant.

"Commission" means the Corporation Commission of the State of Kansas.

"Contract Rate of Delivery" (CROD) means the maximum amount of capacity KMEA is entitled to receive in each Summer Season and each Winter Season as set forth in *Exhibits A and D* of the Power Sales Contract.

"Contract Year" means the twelve (12) month calendar period from October 1 of any year through September 30 of the subsequent year; *provided, however*, that the first Contract Year shall begin on the effective date of the Pooling Contracts and the Power Sales Contract, and shall end on the next succeeding September 30.

"Delivery Points" means the locations set forth on *Exhibit A* to the Power Sales Contract and *Exhibit E* to this Pooling Contract for transmission to, and use by, the Class A and Class C Participants.

"Energy Charge" means, at any given time, the Energy Charge specified in the then-effective Western Rate Schedule attached to the Power Sales Contract and to be levied by Western against KMEA under the Power Sales Contract.

"Hydro Energy" means the allocated hydroelectric energy to be made available by Western and to be purchased and received by KMEA during each Contract Year as set forth on *Exhibits A and D* to the Power Sales Contract.

"Hydro Entitlements" means the allocations by Western to the individual Participants of hydroelectric power and energy as set forth on *Exhibits A and B* to this Pooling Contract and made a part hereof.

"Hydro Power" means the sum of the Hydro Entitlements of the Participants as set forth on *Exhibits A and B* hereto and to which the per-kilowatt Capacity Charge shall apply.

"Hydro Power Pool" means the conglomeration of Class A Participants, Class B Participants and Class C Participants and their respective Hydro Entitlements and Combined Hydro Entitlements and other agreements and obligations under and pursuant to the Pooling Contracts.

"KCPL" means Kansas City Power & Light Company, its successors and assigns.

"KMEA" means Kansas Municipal Energy Agency, its successors and assigns, acting hereunder as the Participants' agent, in accordance with and pursuant to the Act.

"LAO Power Project" means the projects described in the Power Sales Contract and the Pooling Contracts administered by KMEA.

"Marketing Initiative" means Western's LAP Final 2025 Power Marketing Initiative (2025 PMI) published in the Federal Register on December 30, 2013 (78 FR 79444), as administered by Western's Loveland Area office.

"MKEC" means Mid-Kansas Electric Company, LLC, its successors and assigns.

"Month" means a calendar month.

"Monthly Capacity" means the monthly firm capacity Western is committed to supply and KMEA is entitled to receive under the Power Sales Contract based upon KMEA's seasonal capacity entitlements.

"Monthly Energy" means the quantity of monthly firm energy, expressed in kilowatt hours, Western is committed to supply under the Power Sales Contract based upon KMEA's seasonal energy allocations.

"MWE" means Midwest Energy, Inc., its successors and assigns.

"NPPD" means Nebraska Public Power District, its successors and assigns.

"Participants" means the collective Class A Participants, Class B Participants and Class C Participants, including the City.

"Pooling Contract" means this Hydro Power Pooling Contract (Loveland Area Projects).

"Pooling Contracts" means the Hydro Power Pooling Contracts (Loveland Area Projects), including this Pooling Contract, between KMEA and the individual Participants.

"Power Sales Contract" means Contract No. 14-RMR-2520 between the United States Department of Energy, Western Area Power Administration (Loveland Area Projects) and KMEA for firm electric service, attached hereto as *Exhibit E*.

"SEC" means Sunflower Electric Power Corporation, its successors and assigns.

"Support Energy" means non-federal energy purchased from Western on a pass-through cost basis at KMEA's request as set forth in *Section 9* of the Power Sales Contract.

"Transmission Provider" means any FERC-recognized entity authorized to provide transmission-related services.

"Uncontrollable Force" means any cause beyond the control of the party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority, any action or non-action by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, or the occurrence of any disruption in transmission, either actual or threatened, by a Transmission Provider, which by exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome.

"Uniform System of Accounts" means the Federal Energy Regulatory Commission's Uniform System of Accounts prescribed for Class A and Class B Public Utilities and Licensees, as the same may be modified, amended or supplemented from time to time.

"WESTAR" means Westar Energy, Inc., its successors and assigns.

"Western" means the Western Area Power Administration of the United States Department of Energy.

"Working Capital Payment" means the total amount required to be paid by Class A Participants under the provisions of *Section 6(c)* of this Pooling Contract, as may be adjusted from time to time by KMEA, all in accordance with *Section 6* of this Pooling Contract.

**Section 2. Effective Dates; Termination.** In accordance with *Section 15* of the Power Sales Contract, each Participant hereby agrees, upon execution hereof, to immediately develop and implement the plan required by *Section 15* of the Power Sales Contract. KMEA agrees to aid with data collection plan formulation and submittal on behalf of the Participants. All other provisions of this Pooling Contract shall become effective as of the date when Hydro Power becomes available under the Power Sales Contract. This Pooling Contract shall continue in force and effect until midnight, September 30, 2054, or for such longer or extended period as shall be mutually agreed, unless otherwise terminated at an earlier date pursuant to *Section 8* hereof.

### **Section 3. Delivery Points.**

(a) The nominal Delivery Points for Hydro Power, Hydro Energy and Support Energy sold, delivered and received under the Pooling Contracts shall be as set forth on *Exhibit F* hereto.

(b) Each Participant understands and agrees that KMEA's obligation under the Pooling Contracts is satisfied with delivery of Hydro Power, Hydro Energy and Support Energy at the Delivery Points, and that the individual Participants are responsible for the transmission study costs and any associated transmission upgrade costs to facilitate the delivery of Hydro Power. KMEA is responsible for arranging the transmission of such purchased and received power and energy from the Delivery Points to the City's system; provided, however, the Participants' rights and responsibilities are subject to the provisions of the Power Sales Contract.

### **Section 4. Pooling of Hydro Entitlements.**

(a) The Participants (including the City) agree to temporarily assign their Hydro Entitlements to the KMEA Hydro Power Pool. The Class A Participants shall thereafter have, during each Month, contractual rights to receive their original Hydro Entitlements, and shall pay for the same in accordance herewith, and to reserve, receive and pay for the portions of the Class B Participants' collective Assigned Hydro Entitlements (and related Hydro Energy), all as set forth on *Exhibit B* hereto and made a part hereof. If any Class A Participant shall thereafter desire to relinquish any Assigned Hydro Entitlements which it is entitled to receive, such Class A Participant shall so notify KMEA, in writing, at least ten (10) months in advance of October 1 of the Contract Year to which such relinquishment is to apply. In the event of any such desired relinquishment by a Class A Participant, KMEA shall first offer to transfer the relinquished part of such Assigned Hydro Entitlement to other Class A Participants (1) based upon the other Class A Participants' Combined Hydro Entitlements, and (2) by utilizing the formula set forth on *Exhibit C* hereto. The Class A Participants which have decided not to reserve, receive and pay for any portions of the Class B Participants' collective Assigned Hydro Entitlements (and related Hydro Energy), as indicated on *Exhibit B* hereto, shall not be eligible to receive such Assigned Hydro Entitlements until after all other Class A Participants decline the initial offer thereof made by KMEA under this subsection (a). Any Assigned Hydro Entitlements which are declined by the eligible Class A Participants shall thereafter be reoffered to all remaining Class A Participants, by using the formula set forth on *Exhibit C* hereto (including the reoffered, relinquished part of any "Total Class B Participants' Allocations"); *provided, however*, that the "Additional Power Request" (as set forth on *Exhibit C* hereto) of a previously ineligible Class A Participant may not exceed the relinquished part of the Assigned Hydro Entitlement which has been so reoffered to the Class A Participants. Such reoffering shall be repeated until such Assigned Hydro Entitlement has been accepted and reserved in full or until all Class A Participants have declined to take any additional portion of such Assigned Hydro Entitlement. If after such reoffering, Assigned Hydro Entitlements have not been accepted and reserved in full, KMEA shall thereafter offer such remaining Assigned Hydro Entitlements to any Class C Participants in the same manner set forth above. Notwithstanding any provision contained herein, the Class A Participant desiring to relinquish any Assigned Hydro Entitlements shall remain liable for payment therefor, except that the obligation of such Class A Participant to pay KMEA shall be reduced to the extent that payments shall be received by KMEA for all or any part of such Assigned Hydro Entitlements which are voluntarily accepted by and transferred to other Class A or Class C Participants pursuant to this subsection (a). Further notwithstanding any provision contained herein (including the formula set forth on *Exhibit C* hereto), KMEA may, by consent of all Participants, transfer any relinquished part of the Assigned Hydro Entitlement in a manner other than as provided herein.

(b) The Assigned Hydro Entitlements which have been transferred to other Class A Participants pursuant to subsection (a) above shall become a part of and shall be added to the Combined Hydro Entitlement of each Class A Participant accepting such Assigned Hydro Entitlement.

(c) The parties hereto expressly understand that, pursuant to the Power Sales Contract, Western has the sole right to allocate, reduce, reallocate or otherwise transfer, assign or dispose of any and all quantities of Hydro Power and Hydro Energy made available to KMEA, acting as agent for the Participants, including Combined Hydro Entitlements of Class A Participants which are unable to arrange transmission from the Delivery Points to the Participant's system.

(d) In the event that a Class B Participant desires to utilize its Hydro Entitlement (which it has theretofore temporarily assigned to the KMEA Hydro Power Pool as set forth herein), such Class B Participant shall so notify KMEA, in writing, at least eighteen (18) months in advance of the date (which shall be the first day of a Month) to which such desired utilization is to apply. Such Participant shall thereupon be deemed a Class C Participant for purposes of this Pooling Contract. Any reduction in the Class A Participants' Combined Hydro Entitlements, resulting from a Class B Participant's utilization, as set forth in this subsection, shall be determined and applied to the Class A Participants pro rata by utilizing the formula set forth on *Exhibit C* hereto. Such Class C Participant, upon notification from KMEA, shall be obligated to make payments as specified in *Section 6(a) and (c)* of its Pooling Contract.

(e) Western will provide to the extent it is able to do so, at KMEA's request, Support Energy on a pass-through basis in accordance with *Section 9* of the Power Sales Contract. In order to be eligible for such Support Energy, Class A and Class C Participants shall notify KMEA of their respective intentions to purchase Support Energy and shall, if required by KMEA, enter into a written agreement therefor, *provided*, that such Class A and Class C Participant's purchase of Support Energy, together with such Class A and Class C Participant's purchase of Hydro Energy shall not exceed such Class A and Class C Participant's Combined Hydro Entitlement in any single hour period.

#### **Section 5. Scheduling Agent.**

KMEA shall act as Scheduling Agent in scheduling the quantities of Hydro Energy and Support Energy purchased by KMEA on behalf of the Participants during each Contract Year.

#### **Section 6. Rates and Charges.**

(a) The rates to be paid by the Class A Participants for Hydro Power, Hydro Energy and Support Energy shall consist of the Capacity Charge, the Energy Charge and any other applicable charges specified in, and assessed by Western against KMEA on behalf of the Participants pursuant to, Western's then-effective Rate Schedule enumerating its Wholesale Rates for Hydro Power. The quantities of Hydro Energy and Support Energy (if any) furnished to any Class A Participant under its Pooling Contract during any Month shall, for billing purposes, be considered to be the quantities of Hydro Energy and Support Energy (if any) scheduled by KMEA at the Delivery Points under such Pooling Contract during such Month. KMEA shall provide to all Participants timely notification of any revisions in such rates and/or terms and conditions of Western in providing such services, by mailing a copy of the revised Western Rate Schedule to each Participant. KMEA shall appoint the Bank, in accordance with the terms hereof, which shall be a corporation with trust powers authorized to do business in the State of Kansas, and organized under the banking laws of the United States or the State of Kansas and shall have at the time of appointment capital and surplus of not less than \$5,000,000. The Bank may resign or may be removed by KMEA in the same manner and subject to

the provisions relating to the Escrow Trustee as set forth in *Section 15* of the KMEA Class B Participants Escrow Agreement.

(b) In addition to the charges set for in *Section 6(a)*, each Class A Participant shall be required to pay each Month, (1) a monthly assessment based on the annual budgeted administrative expenses of KMEA attributed to the LAO Power Project (subject to change in accordance with KMEA's subsequent overall annual budgets during the term of the Pooling Contracts), based upon each Class A Participant's Combined Hydro Entitlement, plus (2) a ten percent (10%) surcharge on the Assigned Hydro Entitlements received by such Class A Participant, plus (3) all related transmission costs, study costs, fees and security deposits.

(c) Each Class A Participant shall pay its respective Working Capital Payment as notified by KMEA, taking into account all items specified in subsections (a) and (b) of this *Section 6*. In computing such Working Capital Payment, the amount of Hydro Power shall be determined by reference to the Class A Participant's Combined Hydro Entitlement; the amount of Hydro Energy shall be determined by using the maximum Monthly delivery rate set forth in *Exhibit C* hereto; the amount of Support Energy shall be an estimated maximum delivery rate as determined by KMEA; and the administrative expenses shall be in accordance with subsection (b) of this *Section 6*. The Working Capital Payments by the Class A Participants, as required by this *Section 6(c)*, shall be made into a separate trust account, designated as the KMEA LAO Power Project Account at the Bank; to be established by KMEA prior to the date when payments into such trust account become due, and such moneys shall constitute and be collectively utilized as cash working capital for the KMEA Hydro Power Pool as may be utilized for any lawful purpose contemplated in the LAO Power Project. Any investment income earned by the Bank on such cash working capital and any funds remaining in the KMEA LAO Power Project Account shall be annually credited pro rata to the Class A Participants based upon the respective ratios which each Class A Participant's contribution to such cash working capital bears to the total contributions thereto of all Class A Participants. KMEA may adjust the amount of Working Capital Payments from time to time to reflect any lawful costs of KMEA and shall notify Class A Participants of any such adjustment no later than twenty (20) days before such adjusted Working Capital Payment is due.

(d) KMEA may charge the Class B Participants Escrow Fund: (1) an annual administrative assessment in an amount based on KMEA's annual budget requirements; plus (2) all administrative expenses incurred in connection with the administration of the KMEA Class B Participants Escrow Agreement. Such charges may include advances made by KMEA to establish and maintain the Class B Participants Escrow Fund prior to the initial deposit of moneys into said Class B Participants Escrow Fund.

(e) KMEA shall transfer, on an annual calendar year basis, within thirty (30) days after completion of KMEA's annual audit as required by *Section 11* hereof, an amount consisting of the 10% surcharge specified in subsection (b)(2) above, plus any and all investment income thereon, and such amount shall be deposited in the Class B Participants Escrow Fund and shall be administered in accordance with the terms and provisions of the KMEA Class B Participants Escrow Agreement.

## **Section 7. Payment of Bills.**

(a) KMEA has established a Monthly schedule of billing which is based on and coordinated with the scheduling and delivery of, and billing by Western for, Hydro Power, Hydro Energy and Support Energy and other related charges under the Power Sales Contract. The Class A Participant City shall pay for Hydro Power, Hydro Energy and Support Energy and for other charges specified hereunder at the Bank within twenty (20) days after the bill therefor is mailed to the City; *provided, however*, that, if said payment due date is a Sunday or a legal holiday in the State of Kansas, the next following business day shall be the day on which such payment shall be due.

(b) KMEA shall collect reasonable and legally permissible delinquency and default charges, and shall devise and maintain a system of accounts and credits which will ensure that no Participant directly or indirectly derives a benefit from its own subsequent payment of a delinquent or defaulted amount. Remittances received by mail will be accepted without assessment of any late payment charge if the postmark indicates that the payment was mailed on or before the twentieth (20th) day after the date the bill was mailed.

(c) In the event that the City desires to dispute all or any part of a bill, the City shall nevertheless pay the full amount of the bill when due and, within sixty (60) days from the date of the bill, notify KMEA in writing of the ground(s) on which any amount in the bill is disputed and the total amount in dispute. The City will not be entitled to any adjustment on account of any disputed amount which is not brought to the attention of KMEA in the manner herein specified. Any proper adjustment shall be made for the time period for which it can be established that a billing error took place, but in no event shall the adjustment period extend beyond sixty (60) days prior to the date of the disputed bill.

## **Section 8. Default in Payment by a Participant.**

(a) KMEA may, whenever any amount due from any Participant remains unpaid after the due date, take any steps available to it under applicable law to collect such amount.

(b) KMEA may, whenever any amount due from a Class A Participant remains unpaid for ten (10) days after the due date, suspend the delivery of such Class A Participant's Assigned Hydro Entitlement until the amount due has been paid. During any such suspension, KMEA shall be entitled, and is hereby given the right, to offer pro rata (based upon Combined Hydro Entitlements) and dispose of such Class A Participant's Assigned Hydro Entitlement to the other non-defaulting Class A and Class C Participants, *provided, however*, that Class C Participants shall not be eligible to receive such Assigned Hydro Entitlements unless all other non-defaulting Class A Participants have theretofore refused such Assigned Hydro Entitlements. If all of the non-defaulting Class A and Class C Participants refuse such Assigned Hydro Entitlements, KMEA, in its sole discretion, may either (1) request Western to accept such Assigned Hydro Entitlements, or (2) require any or all of the non-defaulting Class A Participants to receive such Assigned Hydro Entitlements, up to such Participants' respective load limits.

(c) KMEA may, whenever any amount due from a Class A Participant remains unpaid for ten (10) or more days after the due date, and after giving ten (10) days' advance notice in writing of its intention to do so, terminate the Class A Participant's right to its Assigned Hydro Entitlement, *provided, however*, that if such default is remedied within such ten (10) day notice period, the Class A Participant's right to its Assigned Hydro Entitlement shall not be terminated. If such Class A Participant fails to fully remedy such default and to otherwise pay all amounts due hereunder, as determined by KMEA, such Class A Participant shall be deemed to be in default hereunder and this

Pooling Contract shall be terminated. Upon such termination, such Class A Participant's Hydro Entitlement shall revert to Western and such Class A Participant's further entitlements, if any, shall be subject to action by Western, all in accordance with *Section 5.6* of the Power Sales Contract.

(d) Nothing herein shall be construed to relieve any Class A Participant from liability for payment for Hydro Power, Hydro Energy, Support Energy, or other services furnished hereunder.

(e) Upon any default by any Participant hereunder, KMEA shall promptly notify Western in writing of such default.

**Section 9. Other Default.** In the event of any default by KMEA or the City under any covenant, agreement or obligation of this Pooling Contract, the other party may bring any suit, action or proceeding, at law or in equity, including mandamus, injunction and action for specific performance, or may file a complaint with the Commission, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Pooling Contract against the defaulting party; *provided, however*, that in no event shall the City be entitled to institute any action for, or to directly or indirectly recover, any damages from KMEA.

**Section 10. Uncontrollable Force.** If, by reason of any Uncontrollable Force, either of the parties hereto shall be rendered unable, wholly or in part, to carry out obligations under this Pooling Contract, other than the obligations of the City to make the payments required under the terms of this Pooling Contract, then, if such party shall give notice and the full particulars of such reasons in writing to the other party within a reasonable time after the occurrence of the event or cause specified, the obligation of the party giving such notice, insofar as it is caused by such Uncontrollable Force, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

**Section 11. Records and Accounts.** KMEA shall keep accurate records and accounts of KMEA Hydro Power Pool operations in accordance with, or so as to permit conversion to, the Uniform System of Accounts. The City shall have the right, at any reasonable time, to examine such accounts at the principal office of KMEA. KMEA shall cause such accounts to be audited annually by a firm of independent certified public accountants, and shall supply copies of such audits to the City. KMEA shall keep a record of the Participants as set forth on *Exhibit A* hereto, and shall modify all other Exhibits attached hereto as needed and provide written copies of such modifications to the Participants and to Western. All parties hereto expressly agree that such modifications, resulting from changes in the designation of any Participant, shall not require the consent of all parties hereto, and shall not alter or amend the provisions hereof, *provided, however*, that KMEA may nonetheless require any Participant whose designation has changed to execute appropriate written instruments which may, *inter alia*, confirm such changes in Participant designation and ratify the provisions hereof.

**Section 12. Information.** KMEA and the City will promptly furnish to each other such information as may be reasonably requested from time to time in order to carry out more effectively the intent and purpose of this Pooling Contract, plus furnishing information requested by Western, and information required by the Marketing Initiative, and as may be otherwise reasonably necessary in the conduct of the operations of the party requesting such information.

**Section 13. Amendment.** Except as expressly provided herein, neither this Pooling Contract nor any terms hereof may be terminated, amended, supplemented, waived or modified, except by an instrument in writing executed by each party to this Pooling Contract. KMEA may not amend the terms of any Pooling Contract without the express written consent of a majority of the Participants. The parties hereto agree to submit any proposed amendments or supplements to Western, which shall review such amendments or supplements for consistency with its Marketing Initiative and Reclamation laws.

#### **Section 14. Relationship to and Compliance with Other Instruments.**

(a) It is recognized by the parties hereto that KMEA must comply with the requirements of the Power Sales Contract, any firm transmission service contract, and of all necessary licenses, permits and regulatory approvals (including those of the Commission), and it is therefore agreed that this Pooling Contract is made subject to the terms and provisions of the Power Sales Contract, any firm transmission service contract, and all such licenses, permits and regulatory approvals. In this regard, and in recognition of the national and Western goals (1) to conserve and to promote conservation of domestic fossil fuels, (2) to reduce fuel imports, and (3) to develop solar and other renewal energy resources, KMEA has agreed under the terms of the Power Sales Contract, and the City hereby expressly agrees under this Pooling Contract to comply with the terms, conditions and provisions of the Power Sales Contract and the Marketing Initiative, as from time to time requested by Western, with respect to the parties' conservation activities.

(b) It is further the intent of KMEA and the Participants that the provisions of the Pooling Contracts be fully consistent with those of the Power Sales Contract and any firm transmission service contract; therefore, in the event of any inconsistency between the Pooling Contracts and any or all of the Power Sales Contract or any firm transmission service contract, the provisions of the Power Sales Contract or such firm transmission service contract shall be controlling.

(c) It is further expressly understood by the parties hereto that KMEA is acting hereunder, and with respect to the LAO Power Project, as the Participants' agent, in accordance with and subject to the provisions, conditions and limitations of the Act.

**Section 15. Assignment.** This Pooling Contract shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of the parties hereto; *provided, however*, that neither this Pooling Contract nor any interest herein shall be transferred or assigned by either party hereto except with the consent, in writing, (a) of the other party hereto, which consent shall not be unreasonably withheld, and (b) if and as necessary, of Western.

**Section 16. Notices.** Any notice, demand or request, required or authorized to be given by this Pooling Contract, shall be properly given if mailed, postage prepaid, to: (a) KMEA at 6300 W. 95<sup>th</sup> Street, Overland Park, KS 66212, Attention: General Manager, and (b) to the City at: 119 N. Hersey P.O. Box 567 Beloit, Kansas 67420, Attention: City Clerk. The foregoing addresses may be changed by similar notice at any time.

#### **Section 17. Waivers.**

(a) Any waiver at any time by either party hereto of its rights with respect to a default or any matter arising in connection with this Pooling Contract shall not be deemed to be a waiver with respect to any subsequent default or matter.

(b) The failure of either party hereto to enforce, at any time, any of the provisions of this Pooling Contract, or to require at any time performance by the other party hereto of any of the provisions hereof, shall not be construed to be a waiver of such provisions or in any way to affect the validity of this Pooling Contract, or the right of such party thereafter to enforce each and every provision hereof.

**Section 18. Severability.** In the event that any of the terms, covenants or conditions of this Pooling Contract, or the application of any such term, covenant or condition, shall be held invalid as to any person(s)

or circumstance(s) by any court having jurisdiction, the remainder of this Pooling Contract and the application of its terms, covenants or conditions to such person(s) or circumstance(s) shall not be affected thereby.

**Section 19. Applicable Law.** This Pooling Contract shall be governed by, and be construed in accordance with, the laws of the State of Kansas.

**IN WITNESS WHEREOF**, the parties hereto have caused this Hydro Power Pooling Contract to be executed by their proper officers, respectively, being thereunto duly authorized, and their respective corporate seals to be hereto affixed, as of the day, month and year first above written.

**KANSAS MUNICIPAL ENERGY AGENCY**

(SEAL)

By \_\_\_\_\_  
President

ATTEST:

By \_\_\_\_\_  
Secretary

**CITY OF BELOIT, KANSAS**

(SEAL)

By \_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## Exhibit A

### KMEA Participants' Hydro Entitlements

ORIGINAL ALLOCATION HOLDER	ASSIGNMENT AGREEMENT NO.	CONTRACT RATE OF DELIVERY		SEASONAL ENERGY	
		<u>WINTER</u>	<u>SUMMER</u>	<u>WINTER</u>	<u>SUMMER</u>
		(kW)		(kWh)	
Arcadia*	14-RMR-2574	60	60	99,369	108,703
Arma	14-RMR-2575	344	384	518,342	628,090
Ashland	14-RMR-2576	303	406	446,681	657,990
Baldwin City	14-RMR-2577	462	520	773,731	954,278
Belleville	14-RMR-2578	287	441	1,160,598	1,491,059
Beloit	14-RMR-2579	1,334	1,519	1,960,378	2,455,919
Burlingame	14-RMR-2580	254	280	425,455	510,807
Cawker City	14-RMR-2581	142	175	208,388	282,821
Centralia	14-RMR-2582	92	94	153,396	170,269
Chapman	14-RMR-2583	114	157	166,042	252,162
Cimarron	14-RMR-2584	744	950	1,118,377	1,554,727
Colby	14-RMR-2585	1,579	1,672	2,322,160	2,705,070
Dighton*	14-RMR-2586	308	335	517,108	611,814
Enterprise	14-RMR-2587	123	148	205,492	269,352
Eudora	14-RMR-2588	465	605	678,031	976,750
Garden City	14-RMR-2589	1,930	2,298	2,816,233	3,704,803
Gardner	14-RMR-2590	591	699	989,837	1,281,349
Garnett	14-RMR-2591	719	893	1,204,012	1,637,279
Glasco	14-RMR-2592	139	177	204,528	286,668
Glen Elder	14-RMR-2593	120	144	175,585	231,836
Goodland	14-RMR-2594	827	964	1,206,087	1,554,241
Herington*	14-RMR-2595	688	738	1,152,881	1,352,535
Hill City*	14-RMR-2596	478	573	799,780	1,051,437
Holton	14-RMR-2597	803	940	1,343,901	1,721,932
Horton	14-RMR-2598	213	268	311,218	431,662
Jetmore	14-RMR-2599	201	280	301,817	458,186
Lakin	15-RMR-2664	408	432	599,112	698,392
Lincoln	15-RMR-2665	166	408	243,118	660,876
Lindsborg	15-RMR-2666	685	897	1,007,202	1,452,580

## Exhibit A

### KMEA Participants' Hydro Entitlements

ORIGINAL ALLOCATION HOLDER	ASSIGNMENT AGREEMENT NO.	CONTRACT RATE OF DELIVERY		SEASONAL ENERGY	
		<u>WINTER</u>	<u>SUMMER</u>	<u>WINTER</u>	<u>SUMMER</u>
		(kW)		(kWh)	
Lucas	15-RMR-2667	113	135	165,937	218,368
Mankato	15-RMR-2668	286	322	420,633	522,352
Meade	15-RMR-2669	212	307	310,723	493,722
Norton	15-RMR-2670	891	1204	1,310,135	1,950,883
Oberlin	15-RMR-2671	514	624	756,366	1,010,072
Osage City	15-RMR-2672	630	757	1,057,369	1,388,128
Osawatomie	15-RMR-2673	742	852	1,243,567	1,559,358
Osborne	15-RMR-2674	503	567	738,037	918,685
Ottawa	15-RMR-2675	2,463	3,042	4,124,320	5,573,676
Pomona	15-RMR-2676	169	217	254,634	355,544
Russell	15-RMR-2677	4,947	4,985	7,442,376	8,157,015
Saint Francis	15-RMR-2678	392	413	574,994	667,610
Seneca	15-RMR-2679	575	650	963,789	1,191,885
Sharon Springs	15-RMR-2680	263	262	385,901	425,193
Stockton	15-RMR-2681	359	430	527,720	696,469
Troy	15-RMR-2682	101	118	149,524	190,933
Wamego	15-RMR-2683	776	861	1,299,523	1,577,636
Washington*	15-RMR-2684	315	381	527,720	697,431
<b>TOTALS:</b>		<b>28,830</b>	<b>33,584</b>	<b>45,362,127</b>	<b>57,748,547</b>

\* WAPA "B" Cities as of January 1,  
2016

## Exhibit B

### Class A Participants' Combined Hydro Entitlements & Class C CROD (kW)

City	Summer Capacity				Winter Capacity			
	Class A	Class B	Class C	Total Summer CROD	Class A	Class B	Class C	Total Winter CROD
Arma			384	384			344	344
Ashland	406	59		465	303	51		354
Baldwin City			520	520			462	462
Belleville	441	188		629	287	165		452
Beloit	1,519	163		1,682	1,334	145		1,479
Burlingame			280	280			254	254
Cawker City	175	45		220	142	40		182
Centralia			94	94			92	92
Chapman	157			157	114			114
Cimarron	950	67		1,017	744	65		809
Colby	1,672	178		1,850	1,579	160		1,739
Enterprise			148	148			123	123
Eudora			605	605			465	465
Garden City	2,298			2,298	1,930			1,930
Gardner			699	699			591	591
Garnett			893	893			719	719
Glasco	177	45		222	139	40		179
Glen Elder	144	45		189	120	39		159
Goodland			964	964			827	827
Holton			940	940			803	803
Horton			268	268			213	213
Jetmore	280			280	201			201
Lakin			432	432			408	408
Lincoln	408	44		452	166	35		201
Lindsborg	897	171		1,068	685	162		847
Lucas	135	16		151	113	14		127
Mankato	322	69		391	286	62		348
Norton	1,204	130		1,334	891	112		1,003
Meade	307			307	212			212
Oberlin	624	348		972	514	304		818
Osage City			757	757			630	630
Osawatomie			852	852			742	742
Osborne	567	62		629	503	54		557
Ottawa			3,042	3,042			2,463	2,463
Pomona	217			217	169			169
Russell	4,985			4,985	4,947			4,947
St. Francis	413	271		684	392	238		630

**Exhibit B**

**Class A Participants' Combined Hydro Entitlements & Class C  
CROD (kW)**

City	Summer Capacity				Winter Capacity			
	Class A	Class B	Class C	Total Summer CROD	Class A	Class B	Class C	Total Winter CROD
Seneca			650	650			575	575
Sharon								
Springs	262	139		401	263	123		386
Stockton	430	47		477	359	40		399
Troy			118	118			101	101
Wamego			861	861			776	776
<b>Totals</b>	<b>18,990</b>	<b>2,087</b>	<b>12,507</b>	<b>33,584</b>	<b>16,393</b>	<b>1,849</b>	<b>10,588</b>	<b>28,830</b>

**Exhibit B cont.**

**Class A Participants' Combined Hydro Entitlements & Class C  
Total Energy (kWh)**

City	Summer Energy			Winter Energy			Total Winter Energy
	Class A	Class B	Class C	Class A	Class B	Class C	
Arma			628,090			518,342	518,342
Ashland	657,990	106,222		446,681	85,357		532,038
Baldwin City			954,278			773,731	773,731
Belleville	1,491,059	354,018		1,160,598	287,360		1,447,958
Beloit	2,455,919	287,227		1,960,378	231,882		2,192,260
Burlingame			510,807			425,455	425,455
Cawker City	282,821	86,916		208,388	70,274		278,662
Centralia			170,269			153,396	153,396
Chapman	252,162			166,042			166,042
Cimarron	1,554,727	116,034		1,118,377	96,115		1,214,492
Colby	2,705,070	316,300		2,322,160	255,889		2,578,049
Enterprise			269,352			205,492	205,492
Eudora			976,750			678,031	678,031
Garden City	3,704,803			2,816,233			2,816,233
Gardner			1,281,349			989,837	989,837
Garnett			1,637,279			1,204,012	1,204,012
Glasco	286,668	86,931		204,528	70,290		274,818
Glen Elder	231,836	86,577		175,585	70,145		245,730
Goodland			1,554,241			1,206,087	1,206,087
Holton			1,721,932			1,343,901	1,343,901
Horton			431,662			311,218	311,218
Jetmore	458,186			301,817			301,817
Lakin			698,392			599,112	599,112
Lincoln	660,876	75,230		243,118	59,192		302,310
Lindsborg	1,452,580	319,212		1,007,202	279,122		1,286,324
Lucas	218,368	28,567		165,937	23,184		189,121
Mankato	522,352	130,584		420,633	106,591		527,224
Norton	1,950,883	228,593		1,310,135	182,684		1,492,819

**Exhibit B cont.**

**Class A Participants' Combined Hydro Entitlements & Class C  
Total Energy (kWh)**

City	Summer Energy				Winter Energy			
	Class A	Class B	Class C	Total Summer Energy	Class A	Class B	Class C	Total Winter Energy
Meade	493,722			493,722	310,723			310,723
Oberlin	1,010,072	646,877		1,656,949	756,366	516,058		1,272,424
Osage City			1,388,128	1,388,128			1,057,369	1,057,369
Osawatomie			1,559,358	1,559,358			1,243,567	1,243,567
Osborne	918,685	107,811		1,026,496	738,037	86,663		824,700
Ottawa			5,573,676	5,573,676			4,124,320	4,124,320
Pomona	355,544			355,544	254,634			254,634
Russell	8,157,015			8,157,015	7,442,376			7,442,376
St. Francis	667,610	506,718		1,174,328	574,994	406,335		981,329
Seneca			1,191,885	1,191,885			963,789	963,789
Sharon				683,747				
Springs	425,193	258,554			385,901	206,164		592,065
Stockton	696,469	79,549		776,018	527,720	63,553		591,273
Troy			190,933	190,933			149,524	149,524
Wamego			1,577,636	1,577,636			1,299,523	1,299,523
<b>TOTALS:</b>	<b>31,610,610</b>	<b>3,821,920</b>	<b>22,316,017</b>	<b>57,748,547</b>	<b>25,018,563</b>	<b>3,096,858</b>	<b>17,246,706</b>	<b>45,362,127</b>

## Exhibit C

### Formula to Re-allocate Assigned Hydro Entitlements of the Class B Participants to the Class A Participants

Total energy is calculated by adding both the Summer and Winter Seasons as follows:

$$\begin{aligned} X &= \text{New Class C Cities Summer Energy} / \text{Total Class B Summer Energy} \\ \text{New B Cities Summer allocation} &= (1 - X) * \text{Existing B Cities Summer allocations} \\ + \\ Y &= \text{New Class C Cities Winter Energy} / \text{Total Class B Winter Energy} \\ \text{New B Cities Winter allocation} &= (1 - Y) * \text{Existing B Cities Winter allocations} \\ = \\ \text{Total Energy} \end{aligned}$$

KMEA reserves the right to adjust such additional or reduced Allocations to the nearest MW in order to facilitate transmission.

**Exhibit D**

**Western Area Power Administration  
Rocky Mountain Region (RMR)  
Loveland Area Projects – 2025 Power Marketing Initiative  
Firm Electric Service Allocation Assignment Agreement**

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**Western Area Power Administration  
Rocky Mountain Region (RMR)  
Loveland Area Projects – 2025 Power Marketing Initiative  
Firm Electric Service Allocation Assignment Agreement**

**AGREEMENT NUMBER AND EFFECTIVE DATE:**

(To be completed and assigned by Western)

Agreement No.	14-RMR-2579	Effective Date:	JUL 17 2015
---------------	-------------	-----------------	-------------

**ORIGINAL ALLOCATION HOLDER ("ALLOTTEE"):**

(To be completed by ALLOTTEE)

Company/Municipality Name:		City of Beloit	
Type of Organization:		Municipal	
Street Address:	119 N. Hersey	Point of Contact:	Glenn Rodden
City:	Beloit	Title:	City Administrator
State:	Kansas	Office Phone Number:	785-738-3551
Zip:	67420	Cell Phone Number:	
State Formed/Organized Under:		E-mail:	grodden@beloitks.org

**ASSIGNED ALLOCATION HOLDER ("ASSIGNEE"):**

(To be completed by ASSIGNEE)

Company Name:		Kansas Municipal Energy Agency	
Type of Organization:		Joint Action Agency	
Street Address:	6300 W. 95th Street	Point of Contact:	Jannsen
City:	Overland Park	Title:	Mgr, Projects and Assets
State:	Kansas	Office Phone Number:	913-660-0231
Zip:	66212	Cell Phone Number:	913-787-6568
State Formed/Organized Under:		E-mail:	bruse@kmea.com

**RELATIONSHIP OF ALLOTTEE TO ASSIGNEE:**

(To be Completed by ASSIGNEE)

Member of Joint Action Agency
-------------------------------

- PREAMBLE:** This Agreement is made pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388); August 4, 1977 (91 Stat. 565); October 24, 1992 (106 Stat. 2776, 2799-2803); August 8, 2005 (119 Stat. 594); other acts that specifically apply to the projects involved; and acts amendatory or supplementary to the foregoing Acts, among the UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration, Department of Energy, hereinafter called "Western," represented by the officer executing this Agreement or a duly appointed successor; ALLOTTEE; and ASSIGNEE, hereinafter sometimes collectively called the Parties.

2. EXPLANATORY RECITALS:

- 2.1 Western has allocated Federal hydropower capacity and energy from the Loveland Area Projects (LAP) under the provisions of the Post-1989 General Power Marketing and Allocation Criteria as supplemented, extended, and amended (Marketing Plan).
- 2.2 ALLOTTEE met the general eligibility criteria for an entity receiving an allocation and has been allotted a LAP Allocation under the Marketing Plan.
- 2.3 ALLOTTEE and ASSIGNEE requested that Western assign ALLOTTEE's LAP Allocation to ASSIGNEE. Western approved the ALLOTTEE's LAP Allocation assignment to ASSIGNEE, under the condition that the ALLOTTEE's LAP Allocation shall revert back to the ALLOTTEE at the ALLOTTEE's sole request.
- 2.4 ASSIGNEE and Western have a current LAP Firm Electric Service Contract, which includes the ALLOTTEE's existing LAP Allocation.
- 2.5 Western published the Final LAP 2025 Power Marketing Initiative (2025 PMI) in the Federal Register on December 30, 2013 (78 FR 79444). The 2025 PMI extends the Marketing Plan through September 30, 2054, and amends several Marketing Plan principles.
- 2.6 Western's current LAP Firm Electric Service Contracts expire at the end of the calendar day on September 30, 2024, and new contracts must be executed to provide continued service after the current contracts expire. ASSIGNEE will execute a new LAP Firm Electric Service Contract with Western for the period beginning October 1, 2024, through the end of the calendar day on September 30, 2054 (the 2025 PMI Contract).
- 2.7 Western, ALLOTTEE, and ASSIGNEE would like to continue the assignment of ALLOTTEE's LAP Allocation to ASSIGNEE for inclusion in ASSIGNEE's 2025 PMI Contract.

3. AGREEMENT:

- 3.1 ALLOTTEE assigns to ASSIGNEE, pursuant to the terms of this Agreement, ALLOTTEE'S LAP Allocation in effect as of October 1, 2024, as adjusted by the provisions of the Marketing Plan (2025 PMI Allocation).
- 3.2 Western and ASSIGNEE will incorporate ALLOTTEE's 2025 PMI Allocation and this Agreement into the ASSIGNEE's 2025 PMI Contract.
- 3.3 ASSIGNEE further represents any agreement between ASSIGNEE and ALLOTTEE related to the 2025 PMI Allocation will be consistent with the terms of the 2025 PMI Contract and this Agreement, and specifically shall include the substance of the provisions in Sections 3 and 4 of this Agreement. To the extent any such agreement conflicts with the 2025 PMI Contract or this Agreement, the 2025 PMI Contract shall control, then this Agreement, and last, any agreement between ASSIGNEE and ALLOTTEE.

3.4 Termination of this Agreement:

3.4.1 The ALLOTTEE may unilaterally terminate this Agreement by giving Western and the ASSIGNEE written notice of its intent to do so at least One Hundred Eighty (180) calendar days prior to the effective date of the termination.

3.4.2 This Agreement may be terminated by written agreement of ALLOTTEE, ASSIGNEE, and Western.

3.4.3 In the event ASSIGNEE's 2025 PMI Contract terminates for any reason, this Agreement shall be deemed terminated concurrently with termination of the ASSIGNEE's 2025 PMI Contract. ASSIGNEE will notify ALLOTTEE if the ASSIGNEE'S 2025 PMI Contract has terminated.

3.4.4 In the event of termination of this Agreement:

3.4.4.1 ALLOTTEE will provide written notice to Western of its desire to do one of the following:  
(a) execute a 2025 PMI Contract or (b) assign its 2025 PMI Allocation to another ASSIGNEE, or  
(c) take such other action allowed by Western. Any action ALLOTTEE requests must meet the requirements of the Marketing Plan and is subject to written approval by Western.

3.4.4.2 Western will confirm ALLOTTEE's firm electric service allocation as adjusted by the Marketing Plan.

3.4.4.3 Upon termination of this Agreement pursuant to Section 3.4.1 or 3.4.2 of this Agreement, the ASSIGNEE agrees that its 2025 PMI Contract will be modified to reflect the termination of the assignment of ALLOTTEE'S 2025 PMI Allocation.

3.5 This Agreement only covers the assignment of ALLOTTEE's 2025 PMI Allocation beginning October 1, 2024. For issues related to any assignment of ALLOTTEE's LAP Allocation in effect for the time period prior to October 1, 2024, ALLOTTEE should refer to the applicable assignment documents and LAP Firm Electric Service Contract for that time period. If ALLOTTEE, however, terminates all or part of its LAP Allocation or 2025 PMI Allocation prior to October 1, 2024, such termination shall result in a modification or termination of this Agreement, whichever is applicable. Notwithstanding the above, all Parties agree that any prior LAP Allocation assignment dealing with the ALLOTTEE's LAP Allocation, including any between ALLOTTEE and ASSIGNEE, terminates at the end of the calendar day on September 30, 2024, if not otherwise terminated prior to that date.

4. TERM OF AGREEMENT: This Agreement will become effective upon execution by the Parties, and will terminate at the end of the calendar day on September 30, 2054; Provided, That this Agreement may terminate under the earlier provisions set forth in Section 3.4 of this Agreement.

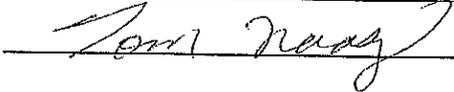
5. GENERAL POWER CONTRACT PROVISIONS: The General Power Contract Provisions (GPCP) effective September 1, 2007, attached hereto, are hereby made a part of this Agreement the same as if they had been expressly set forth herein; Provided, That Provisions 2 through 30 shall not be applicable hereunder; Provided further, That the word "Contractor" in the GPCP refers to each the ALLOTTEE and ASSIGNEE.

6. AUTHORITY TO EXECUTE: Each individual signing this Agreement certifies that the Party represented has duly authorized such individual to execute this Agreement that binds and obligates the Party.

**ALLOTTEE:**

Name: TOM NAASZ

Title: MAYOR

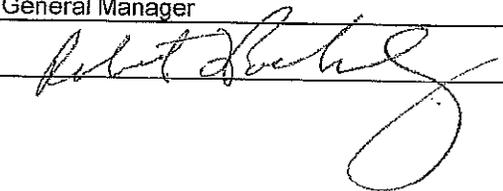
Signature: 

Date: 2-3-2015

**ASSIGNEE:**

Name: Bob Poehling

Title: General Manager

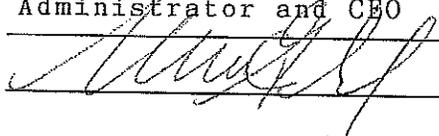
Signature: 

Date: 2/02/15

**WESTERN AREA POWER ADMINISTRATION:**

Name: Mark A. Gabriel

Title: Administrator and CEO

Signature: 

Date: 7/17/15

RESOLUTION No. 2015-5  
(To be completed by ALLOTTEE)

BE IT RESOLVED by the City Council of the Beloit  
(Official Name of City/Town)

that Tom Naasz  
(Name of Official Signing Agreement on Behalf of City/Town)

Beloit  
(Official Name of City/Town), the attached Firm Electric Service Allocation

Assignment Agreement (Agreement), among the Western Area Power Administration, ASSIGNEE,

and Beloit  
(Official Name of City/Town (ALLOTTEE) of Agreement), which was duly presented to the City Council,

and which Agreement is hereby approved.

(State of Kansas)  
(Insert State)

) ss

(County of Mitchell)  
(Insert County)

I, Amanda Lomax  
(Name of City Clerk)

Beloit  
(Official Name of City/Town), do hereby certify that the foregoing is a true, accurate,

and complete copy of a resolution duly passed and adopted at a regular meeting of the City Council

of the Beloit  
(Official Name of City/Town), held on February 3rd  
(Month and Day), 2015  
(Year).

Dated: 2-3-2015

By: Amanda Lomax  
(Signature of City Clerk)

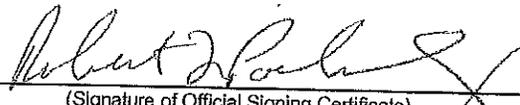
Title: CITY CLERK

(SEAL)

**CERTIFICATE**  
(To be completed by ASSIGNEE)

I, Bob Poehling, certify that I am the General Manager of ASSIGNEE,  
(Name of Official Signing Certificate) (Official's Title)  
the association/organization/entity named as Kansas Municipal Energy Agency herein;  
(Official Name of Association/Organization/Entity)  
that Bob Poehling, who signed the above Agreement on behalf of  
(Name of Official Signing Agreement on Behalf of ASSIGNEE)  
ASSIGNEE was then its General Manager; and that said Agreement was duly  
(Title of Official Signing Agreement)  
signed for and on behalf of ASSIGNEE by authority of its governing body and is within the  
scope of its corporate powers.

(SEAL)

By:   
(Signature of Official Signing Certificate)  
Name: Bob Poehling - General Manager  
Address: 6300 W. 95th Street  
Overland Park, Kansas 66212  
Date: 2/12/15

## Exhibit F

### Delivery Points

<u>Point of Delivery</u>	CROD	
	<u>Winter</u> (kW)	<u>Summer</u> (kW)
NPPD.MEAN.LD	28,376	32,954
Sidney East Substation (for Belleville, KS)	<u>454</u>	<u>630</u>
TOTAL:	28,830	33,584

**Exhibit G**

**Beloit's Hydro Entitlement**

Summer CROD (Demand):	1,519	kW
Winter CROD (Demand):	1,334	kW
Summer Energy:	2,455,919	kWh
Winter Energy:	1,960,378	kWh

<u>Winter Season</u>	<u>MONTHLY ENERGY</u> (kWh)	<u>PERCENT OF SEASONAL ENERGY</u> (%)
October	331,304	16.9
November	331,304	16.9
December	362,670	18.5
January	352,868	18.0
February	278,374	14.2
March	303,859	15.5
TOTAL WINTER SEASONAL ENERGY:	1,960,378	100.0

<u>Summer Season</u>	<u>MONTHLY ENERGY</u> (kWh)	<u>PERCENT OF SEASONAL ENERGY</u> (%)
April	358,564	14.6
May	375,756	15.3
June	432,242	17.6
July	540,302	22.0
August	432,242	17.6
September	316,814	12.9
TOTAL SUMMER SEASONAL ENERGY:	2,455,919	100.0

	<u>MONTHLY</u> <u>CAPACITY</u> (kW)	<u>PERCENT</u> <u>OF</u> <u>CROD</u> (%)
<u>Winter Season</u>		
October	1,235	92.6
November	1,217	91.2
December	1,334	100.0
January	1,298	97.3
February	1,206	90.4
March	1,094	82.0

	<u>MONTHLY</u> <u>CAPACITY</u> (kW)	<u>PERCENT</u> <u>OF</u> <u>CROD</u> (%)
<u>Summer Season</u>		
April	1,255	82.6
May	1,177	77.5
June	1,413	93.0
July	1,519	100.0
August	1,335	87.9
September	1,297	85.4



RENEWABLE ENERGY CREDITS

1. This Exhibit E, to be effective under and as a part of Contract No. 14-RMR-2520, dated \_\_\_\_\_, 20\_\_\_\_, hereinafter called the Contract, will remain in effect until superseded by another Exhibit E; Provided, That this Exhibit E or any superseding Exhibit E will terminate upon expiration or termination of the Contract, or if Contractor discontinues its participation in the LAP Renewable Energy Credit (REC) Program pursuant to Section 4.5 of this Exhibit E.
  
2. In accordance with Section 16 of the Contract, this Exhibit E provides the terms and conditions under which Western will issue LAP-generated hydropower RECs through its LAP REC Program. The principles by which Western will administer the LAP REC Program, "Loveland Area Projects (LAP) Renewable Energy Credit (REC) Program Principles," are posted on Western's Web site, or as alternatively made available by Western. The LAP REC Program Principles may be updated periodically at Western's sole discretion.
  
3. Western will:
  - 3.1 Provide Contractor an opportunity to receive LAP RECs from firm electric energy generated by LAP hydropower facilities and received by Contractor during a calendar year. Contractor's annual participation in the LAP REC Program will continue until Western receives written notification from Contractor that it is

discontinuing its participation in the LAP REC Program pursuant to Section 4.5 of this Exhibit E.

- 3.2 Create a subaccount for Contractor under Western's primary account in the Western Renewable Energy Generation Information System (WREGIS), unless Contractor informs Western of its already established WREGIS account.
- 3.3 Allocate RECs based upon Contractor's portion of the total firm energy generated from LAP hydropower facilities during each calendar year, in the ratio of one (1) REC to one (1) megawatt hour (MWh) generated. RECs will be allocated from more limited Western resources such as Colorado small hydroelectric generators and Wyoming small hydroelectric generators based on Contractor's preference listed in Section 6 of this Exhibit E. Purchase power, including purchase power from renewable sources, is not part of the LAP REC Program. If the sum of allocated energy for all LAP REC Program participants is higher than the LAP hydropower generation in a calendar year, RECs generated under the LAP REC Program will be allocated to each LAP REC Program participant based on the participant's pro-rated share of annual LAP energy provided under its firm electric service contract.
- 3.4 As soon as practical, in each calendar year, transfer allocated RECs generated in the previous calendar year to a WREGIS subaccount in the name of Contractor or to Contractor's WREGIS account.

3.5 Administer the LAP REC Program, which may include auditing Contractor's REC accounting.

4. Contractor will:

4.1 Establish an agreement with WREGIS to enable login rights to the subaccount created by Western, or inform Western in writing of an already existing account with WREGIS.

4.2 Determine and interpret any Renewable Portfolio Standard or other requirements, and determine the manner in which RECs may be applicable to the requirements.

4.3 Be entitled to transfer RECs only to its constituent members in the LAP Marketing Area as defined in the 2025 PMI. Contractor may not sell and/or trade for value LAP Program RECs under any circumstances, and must ensure that any RECs that are transferred to members are not sold and/or traded for value.

4.4 As necessary, open and utilize its own WREGIS account to permanently retire RECs in accordance with compliance obligations or for any other reason. Contractor is responsible for paying any associated retirement fees.

- 4.5 Submit a written request to Western by October 1 if it desires to discontinue its participation in the LAP REC Program or modify its preference for RECs from limited Western resources. If Contractor discontinues its participation in the LAP REC Program, this Exhibit E terminates and Contractor must enter into a new Exhibit E to participate in the LAP REC Program. Western will have the sole discretion to determine whether the timing of Contractor's re-entry into the LAP REC Program allows it to receive RECs for the year requested.
5. Compensation: Western provides the RECs at no additional charge to Contractor as an added value to the firm electric service Western provides under this Contract.
6. Preferences for Renewable Energy Credits from Limited Western Resources: The preference indicated below will not impact the total amount of RECs received, but it may impact the source of the RECs transferred from Western's WREGIS account to Contractor's WREGIS account or subaccount. In addition to RECs from large hydroelectric generation (>30 MW), Contractor prefers to receive a pro-rated share of RECs from the following limited Western resources:
- 6.1 \_\_\_ Colorado Small Hydroelectric Generation (<30 MW)
- 6.2 \_\_\_ Wyoming Small Hydroelectric Generation (<30 MW)
7. This Exhibit E may be modified as provided in Section 17 of the Contract.

## REQUEST FOR COUNCIL ACTION

**DATE:**

May 3, 2016

**TITLE:**

Budget Amendment for The Housing Rehabilitation CDBG Grant

**ORIGINATING DEPARTMENT:**

Administration Department

**TYPE OF ACTION:**

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

**RECOMMENDATION:**

The Housing Board is recommending that council approve a Budget Amendment for the CDBG Housing Rehabilitation project.

**FISCAL NOTE:**

- There is no cost to the city for approving this item.

**DISCUSSION:**

The budget amendment will allow the city to complete 4 additional housing demos.

Respectfully submitted,

Jay Newton,  
Interim City Administrator



119 North Hersey Avenue  
Beloit, Kansas 67420  
785-738-3551  
785-738-2517 (fax)



Amanda Lomax  
Director of Finance/City Clerk  
Email: [mlomax@beloitks.org](mailto:mlomax@beloitks.org)  
[www.beloitks.org](http://www.beloitks.org)

May 3, 2016

LeAnn W. Thurman  
Kansas Department of Commerce  
1000 SW Jackson Street, Ste 100  
Topeka, KS 66612-1354

Re: City of Beloit #14-HR-001

Dear Ms. Thurman:

The City of Beloit is requesting a Contract Amendment on the above referenced grant. The reason for this request is reallocate funds to complete 4 additional demolition units. By reallocating the funds, this will allow the City to more than fulfill the contracted number of units (13 rehab and 5 demos) by completing 15 rehab and 12 demo units. We are proud of the activities accomplished with the Housing Grant funds made available to the City, and we thank you for the opportunity to offer this program to our residents.

Two executed copies of the Contract Amendment/Request forms are enclosed along with this letter. Please contact the City or project administrator, Carol Torkelson, if you have any questions regarding this request. Thank you for your consideration.

Sincerely,

Tom Naasz, Mayor  
City of Beloit

Enclosures



**INSTRUCTIONS: SUBMIT TO COMMERCE TWO ORIGINALLY SIGNED COPIES WITH COVER LETTER CONTAINING REASON(S) FOR REQUEST.**

**CONTRACT AMENDMENT/REQUEST #3**

Grantee Name: City of Beloit Grant #: 14-HR-001  
 Address, City, Zip: 119 N. Hersey Ave, Beloit, KS 67420

Date of Request: May 3, 2015  
 Contract Award Date: May 1, 2014  
 Current Completion Date: August 31, 2016

**Check as Applicable:**  
 Time Extension   
 Budget Amendment   
 Work Scope

If requesting time extension, indicate amount of time needed to complete the project and give explanation below. Additional      months needed. New completion date     .

For budget change(s), enter each line item -- **regardless of whether budget item changed or not.** If approved, this new project budget will supersede any previous budget(s).

No.	Activity Item	Existing Grant Budget	Revised Grant Budget	% Change
2a	Housing Rehabilitation	277,300	267,200	-4%
2b	LSWP/Cleaning for Clearance	26,000	14,400	-45%
2c	HQS Inspections	10,400	11,400	10%
2d/2e	LBP Assessments/Clearance	16,900	17,900	8%
2f	Relocation	700	0	-100%
2g/2h	Demolition/Demolition Inspections	43,700	64,100	59%
3a	Administration	25,000	25,000	0%
TOTALS			400,000	

Explanation of Request (attach additional sheets, if needed):

The request is to re-allocate budget line item amounts in order to complete 4 additional demo units. Upon completion of these demos, the City will have exceeded it's contracted number of 13 rehab and 5 demo units by completing 14 rehabs and 12 demos.

The amendment shall become effective on \_\_\_\_\_, 20\_\_\_\_. All other terms and conditions of the contract or any amendments thereto, shall remain unchanged. IN WITNESS WHEREOF, the parties hereto execute this agreement.

\_\_\_\_\_  
 Authorized Signature – Chief Elected Official  
 Tom Naasz, Mayor  
 \_\_\_\_\_  
 Typed Name and Title

Kansas Department of Commerce  
 \_\_\_\_\_  
 CDBG Program

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date



## REQUEST FOR COUNCIL ACTION

<b>DATE:</b>	<b>TITLE:</b>		
May 3, 2016	Land Appraisal		
<b>ORIGINATING DEPARTMENT:</b>	<b>TYPE OF ACTION:</b>	<input type="checkbox"/> ORDINANCE	<input type="checkbox"/> RESOLUTION
Administration		<input checked="" type="checkbox"/> FORMAL ACTION	<input type="checkbox"/> OTHER

### RECOMMENDATION:

I recommend that the City Council approve the recommended land appraisal for 1.3 acres of property located at the old city dump (behind T & R Trucking) from Gerald Zimmer for the sale amount of \$7,000.00.

### FISCAL NOTE:

- Associated costs of \$250.00 to appraise the property.

### DISCUSSION:

Respectfully submitted,

Jay Newton,  
Interim City Administrator



ADDENDUM TO APPRAISAL  
22 APRIL, 2016

SUBJECT:  
A TRACT OF LAND CONTAINING 1.3 ACRES IN SW 1/4 OF SW 1/4  
OF S3,T7S,R7W MC KS SEE ATTACHED SHEET

THIS APPRAISAL IS MADE AT THE REQUEST OF  
JAY NEWTON FOR  
CITY OF БЕЛОIT. БЕЛОIT, KS 67420

AFTER REVIEW AND CHECKING WITH SCHWAB - EATON, THE ACCESS ROAD  
THAT I THOUGHT WAS TO THIS PROPERTY, IS ONLY TO THE KOHLER  
PROPERTY. THE ONLY ACCESS TO THIS PROPERTY IS THROUGH THE  
V RAY THOMPSON PROPERTY OR THE KOHLER PROPERTY WITHOUT  
A NEW ACCESS ROAD BEING MADE. THEREFORE I HAVE DECREASED  
THE VALUATION TO \$7,000.00



---

GERALD ZIMMER

I HAVE BEEN A REAL ESTATE BROKER AND AUCTIONEER IN THE STATE OF  
KANSAS FOR 47 YEARS. I HAVE SOLD VARIOUS PROPERTIES AND LOTS  
DURING THOSE YEARS. I HAVE KEPT UP WITH MY CONTINUING EDUCATION  
I DO MANY ESTATE APPRAISALS.

APPRAISAL  
22 APRIL, 2016

SUBJECT:  
A TRACT OF LAND CONTAINING 1.3 ACRES IN SW 1/4 OF SW 1/4  
OF S3,T7S,R7W MC KS SEE ATTACHED SHEET

THIS APPRAISAL IS MADE AT THE REQUEST OF  
JAY NEWTON FOR  
CITY OF BELOIT. BELOIT, KS 67420

I HAVE VIEWED AND INSPECTED THE ABOVE DESCRIBED TRACT, AND IN MY  
OPINION, THE FAIR MARKET VALUE BETWEEN A WILLING BUYER AND A  
WILLING SELLER, UNDER NORMAL TERMS AND CONDITIONS, WOULD BE \$10,000.00

IN APPRAISING THIS LAND, I TOOK INTO CONSIDERATION THAT IS USED  
TO BE THE CITY DUMP 50 YEARS AGO. IT ALSO HAS A 40 FT  
ACCESS ROAD

COMPARABLE  
1 ACRE TRACT ADJOINING SOLD FOR \$5,000.00 PER ACRE IN 2010

  
GERALD ZIMMER

I HAVE BEEN A REAL ESTATE BROKER AND AUCTIONEER IN THE STATE OF  
KANSAS FOR 47 YEARS. I HAVE SOLD VARIOUS PROPERTIES AND LOTS  
DURING THOSE YEARS. I HAVE KEPT UP WITH MY CONTINUING EDUCATION  
I DO MANY ESTATE APPRAISALS.

# GENERAL METEOROLOGICAL SURVEY

a Tract in the SW 1/4 of the SW 1/4 of Section 3,  
T7S-R7W, City of Beloit, Mitchell County, Kansas

Tract Description  
A tract of land in the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) of Section 3, Township 7 South, Range 7 West, at the intersection of said South Line with the eastern right-of-way line of US Highway 24, said point being 927.64 feet, more or less, east of the Southwest Corner of said SW 1/4 SW 1/4, hence easterly along said South Line one hundred seventy-eight and fifty-one hundredths feet (178.50'); thence northerly at a right angle to said South Line, two hundred thirty-eight and seventy-one one-hundredths feet (238.71'); thence northerly at a right angle, two hundred eight and seventy-one one-hundredths feet (208.71'); thence westerly at a right angle along said East Line with the fire line bearing three hundred eight and seventy-one one-hundredths feet (308.71') to the point of beginning, containing 1.0 acre.

and  
A tract of land 40 feet in width, more or less, for access purposes to above described tract, more particularly described as follows:  
Beginning on the South Line of the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) of Section 3, Township 7 South, Range 7 West, at the intersection of said South Line with the eastern right-of-way line of US Highway 24, said point being 927.64 feet, more or less, east of the Southwest Corner of said SW 1/4 SW 1/4, thence easterly along said South Line three hundred eighty-seven and twenty-one one-hundredths feet (387.21'); thence easterly at a right angle, four hundred forty-two and four hundredths feet (442.04'); thence northerly at a right angle, four hundred forty-two and four hundredths feet (442.04'); thence westerly along said East Line to the said South Line, thence westerly along said South Line to the Point of Beginning.

Bearing of N 87°47' E along the South Line of the SW 1/4 taken from dependent re-survey by the BLM.

South Line SW 1/4

SW 1/4 Cor 3-7-7



Surveyors Certification

Randy S. Stroede, a Land Surveyor Licensed by the State of Kansas, do hereby certify that this drawing represents the results of a survey of the described property and that this drawing and said survey were performed by me or under my direct supervision.

Date of Survey: 12-28-2010  
Field Book: 2010 C

*Ray Thompson on*  
*TRK Trucking*

Randy S. Stroede, LS  
Kansas License No. 1276

SW 1/4 Cor 3, T7S-R7W

- 1/2" Rebar & Cap SET from Dist 2709.30 ± Rec
2. 40d Spk & Wash in PP
3. 5pk in Top Flat Ref
4. Spk in Top Flat Ref
5. 2" Brass Disk in Conc. W/ Top
6. 1/2" Rebar (SW 1/4)
7. E-W TW

Corner Reference Ties

1. 60d Spk @ Corner FOUND
2. 3/4" Chisel SET in Place of Spk
3. 1/4" Chisel in Top Center N RCB Hawaii
4. 2" Brass Disk in Top Center S RCB Hawaii
5. 40d Spk & Wash in PP
6. Top Ctr Water Vv Lid
7. E-W TW

General Notes

1. All distances shown are measured unless otherwise noted.
2. Setbacks and easements for utilities, ingress/egress etc. are not shown this survey.
3. All monuments set are 1/2" x 2 1/2" rebar with pink plastic cap stamped STROEDE LS 1276 unless otherwise noted.

Record Dimension  
1/2" Rebar & Cap SET  
Section Corner FOUND

Scale in Feet  
0 100 200





## City of Beloit - 2016 1st Quarter Treasurers Report

Fund	Beginning Balance	Revenue	Expense	Ending Balance
General	229,867.08	1,010,115.25	701,487.43	538,494.90
Employee Benefit	375,660.47	413,734.42	381,707.11	407,687.78
Library	23,193.54	109,954.76	97,067.42	36,080.88
Special Parks and Recreation	67,416.67	3,213.60	8.85	70,621.42
Equipment Reserve	427.85	59,300.00	-	59,727.85
Special Highway	84,500.54	25,916.79	14,363.35	96,053.98
Economic Development	3,705.08	26,863.36	20,125.13	10,443.31
Capital Improvement Fund	447,852.00	657,527.47	110,142.64	995,236.83
Law Enforcement Trust Fund	16,397.75	13.34	3,150.00	13,261.09
Fire Equipment Reserve	22,681.88	17,034.13	1,169.74	38,546.27
Police Department Capital Reserve Fund	511.12	-	-	511.12
Fire Department Capital Reserve Fund	80,230.99	-	-	80,230.99
Neighborhood Revitalization	-	-	-	-
Water Fund	337,235.32	298,387.29	545,532.84	90,089.77
Water Pollution Treatment	256,523.61	242,099.81	311,384.07	187,239.35
Electric Utility	1,437,987.24	1,391,116.03	1,451,214.37	1,377,888.90
Refuse	74,727.99	69,175.63	68,015.49	75,888.13
Elec Plant & Equip Replacement	283,335.96	114,846.99	87,833.15	310,349.80
Water Plant/Equip Replacement	62,066.84	3,042.99	-	65,109.83
WPC Plant & Equipment Replacement	235,071.48	1,875.00	-	236,946.48
Cable	-	-	-	-
Cemetery Endowment	46,222.01	600.00	-	46,822.01
<b>TOTALS</b>	<b>4,085,615.42</b>	<b>4,444,816.86</b>	<b>3,793,201.59</b>	<b>4,737,230.69</b>
<b>Outstanding Debt:</b>				
Sewer Plant Loan	93,636.77			
AMR Loan with KDHE	225,247.47			
PBC Revenue Bonds	4,515,000.00			
General Obligation Bonds	235,000.00			
General Obligation Temporary Notes	1,650,000.00			
Revenue Bonds (Power Plant Projects)	3,310,000.00			
Revenue Bond - Electric Utility System	100,000.00			
Total Debt	10,128,884.24			



## ITEMS FOR COUNCIL DISCUSSION

**DATE:**

May 3, 2016

**TITLE:**

WORK SESSION DISCUSSION

### **DISCUSSION:**

Items for discussion at your May 3rd, 2016 Work Session will include the following:

1. The administration department would like to enter into a contract with Next-Tech (formerly Computer Solutions, Inc.) for hardware and software support. Cheryl Budke from Next Tech will attend the next council meeting to explain how this proposal works. A copy of the services agreement is enclosed.
2. The Library Board would like to discuss 2-hour parking signs by the Library.

Respectfully submitted,

Jay Newton,  
Interim City Administrator





**INVESTMENT PROPOSAL**

**Technology as a Service**

Tuesday, April 12, 2016

City of Beloit  
Municipal Building  
P.O. Box 567  
Beloit, KS 67420  
785-738-3551

**Solution Scope**

Comprehensive technology refresh of workstations, server, firewall, software, backup and maintenance.

**Solution Values & Components**

- Quantity four (4) HP ProDesk 600 Desktops, Core i5 processor, 8GB RAM, 500GB Hard Drive, Windows 7 Professional 64-bit upgradeable to Win 8.1 or 10P, Microsoft Office Pro 2016. The new workstations would be for Amy, Shelley, Jessica and Chris. No monitors are included on this contract.
- Maintenance, Antivirus and Patching for Jay and Mandy's PC's (2)
- New HP ML350 File Server w/1TB useable storage space
- New Sonicwall TZ300 firewall appliance
- Data backup of server with off-site duplication at Nex-Tech NOC
- Virus protection on all workstations and servers (including Jay & Mandy) (7)
- New UPS battery backups on all workstations (6) and server
- Wireless Access Points w/PoE injectors to replace existing
- On-going Support and Maintenance Included throughout Agreement
- Extended Service/Coverage included for both Hardware and Software. Also Certified Labor and Future Solution Protection.
- Disposal of current technology. Documentation will be provided.

City of Beloit will be responsible for acquiring current maintenance contracts on any existing printers or copiers.

**Investment Total**

Shipping Included, Tax May Be Applicable, Thirty-Six (36) Month Agreement

**New PC's, Server, Firewall, Backup, Wireless and Software.....\$ 1,287.00**

Please note that circumstances may occur beyond Nex-Tech's control and management, causing the investments presented to change. However, the investments presented above are valid for thirty (30) days from the above date. Representation is pursuant to a valid and current Nex-Tech Terms and Conditions Agreement being on file. In the unlikely event of lost data, lost productivity or the related, Nex-Tech and Cient will adhere to the current applicable governing laws that may apply at the local, state and federal levels.

In the event of a service issue, contact Nex-Tech Service Center at (800) 588-6649 or (785)-621-2800.

Acceptance Signatures

\_\_\_\_\_  
(Customer Authorized Signature)

\_\_\_\_\_  
(Authorized Printed)

\_\_\_\_\_  
(Nex-Tech Authorized Signature)

\_\_\_\_\_  
Sheryl Budke  
(Authorized Printed)

\_\_\_\_\_  
03/26/2016

