

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
August 16, 2016	ASPHALT BID COVER
ORIGINATING DEPARTMENT:	TYPE OF ACTION: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION
Transportation Department	<input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the council approve the Asphalt Bid from Asphalt + Fuel Supply, LLC in the amount \$23,454.00.

FISCAL NOTE:

- The direct cost associated with approval of this item is \$23,454.00. This item will be funded through the Special Highway Fund (25-00-6090) in our 2016 budget.

Asphalt Fuel and Supply LLC	\$ 23,454.00
Vance Brothers, Inc.	\$ 23,530.00
Coastal Energy Corporation	\$ 24,410.00

DISCUSSION:

This is the city's annual bid for asphalt for chipping and sealing streets.

Respectfully submitted,

Jay Newton,
City Administrator

Transportation Department
312 South Pine Street
Beloit, Kansas. 67420



Tel No (785) 738-3633
Fax No. (785) 738-2517
Beloitmclark@nckcn.com

Transportation Department Memo

To: Jay Newton

From: Mike Clark

Re: MC-800 Bid

Date: August 12 2016

Jay,

The Department recently requested bids for 12000 gallons of MC-800 Asphalt oil. This oil is used in conjunction with our chip and seal program.

We requested bids from three different vendors this year, and received three bids back.

Vance Brothers, Inc.

For a total price of **\$23,530.00** Computes to **\$1.9608** Per gallon delivered

Asphalt + Fuel Supply LLC.

For a total price of **\$23,454.00** Computes to **\$1.9545** Per gallon delivered

Coastal Energy Corp.

For a total price of **\$24,410.00** Computes to **\$2.0340** Per gallon delivered

We recommend that we accept the lowest bid from **Asphalt + Fuel Supply, LLC**
Funds are available in Special highway fund **25-00-6090**.

Thanks.
Transportation Dept.

MUST USE THIS FORM FOR BID

Bidder shall complete every space in section 2, bidder's proposal column, with a price.

SECTION 1

Minimum Specifications:

(1) 12,000 gallons of MC-800
Asphalt oil

(2) Freight

(3) Pump Charge

SECTION 2

Bidder Proposal

\$1.75/Gallon

\$0.20/Gallon

\$65.00

PROPOSAL

I propose to supply the City of Beloit, Kansas. With the item(s) / material(s) listed in this bid (**Asphalt Oil, MC-800**) for a total purchase price of \$ 23,530.00. 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 Firm):

Vance Brothers, Inc

Authorized Signature:

[Signature]

Telephone Number:

816-923-4325

Date:

8/9/16

MUST USE THIS FORM FOR BID

Bidder shall complete every space in section 2, bidder's proposal column, with a price.

SECTION 1

Minimum Specifications:

(1) 12,000 gallons of MC-800
Asphalt oil

(2) Freight

(3) Pump Charge

SECTION 2

Bidder Proposal

\$ 1.67

\$.272

\$ 75.00

PROPOSAL

I propose to supply the City of Beloit, Kansas. With the item(s) / material(s) listed in this bid (**Asphalt Oil, MC-800**) for a total purchase price of \$ 1,942. 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 Firm):

Asphalt & Fuel Supply, LLC

Authorized Signature:

Tom McDonnell

Telephone Number:

913-338-0340

Date:

August 9, 2016

MUST USE THIS FORM FOR BID

Bidder shall complete every space in section 2, bidder's proposal column, with a price.

SECTION 1

Minimum Specifications:

(1) 12,000 gallons of MC-800
Asphalt oil

(2) Freight

(3) Pump Charge

SECTION 2

Bidder Proposal

\$ 1.96

\$ 375.00 for loads less
than 5,500 ga

\$ 70.00

PROPOSAL

I propose to supply the City of Beloit, Kansas. With the item(s) / material(s) listed in this bid (**Asphalt Oil, MC-800**) for a total purchase price of \$ 23,520.00. 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 Firm):

Coastal Energy Corporation

Authorized Signature:

Chad Odle

Telephone Number:

417-469-2777

Date:

8-5-16

REQUEST FOR COUNCIL ACTION

DATE: August 16, 2016	TITLE: Directional Boring Bid
ORIGINATING DEPARTMENT: Electric Department	TYPE OF ACTION: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the city council approve the Directional Boring Bid from Deep Creek Construction, LLC in the amount of \$45,000.00.

FISCAL NOTE:

Funding is available under GO Bond proceeds for the East Main Project.

Deep Creek Construction	\$45,000.00
Dig It	\$48,750.00

DISCUSSION:

Consider approval of the low bid received for directional boring for installation of underground electrical utilities at seventeen locations within the East Main street improvement project. A review of cost for directional borings with the City's engineer, Schwab-Eaton indicates the cost of boring proposed is consistent with standard construction cost for this service

Respectfully submitted,

Jay Newton,
Interim City Administrator

PROPOSAL SHEET

FOR BID East Main Boxing Bid #Boxing 07202016

I propose to supply the City of Beloit Kansas with the item(s) or material(s) listed in this bid for a total cost FOB City of Beloit \$ 45,000.00.

All item(s) or material(s) are to be bid FOB, 502 E. 12th Street, Beloit Kansas 67420-0567

Estimated delivery time: whenever city is ready

I understand that this bid is to be guaranteed for no less than fifteen (15) days from the date of bid opening.

Company Name: Deep Creek Construction, LLC

Name: Susan Wollesen

Phone: 785-524-5457 Date: August 5, 2016

All contractors and/or subcontractors must show proof of workman's comp liability insurance before any bid will be considered or accepted.

City of Beloit
 Bid #
SPECIFICATION AND BID SHEET

DESCRIPTION – Boring and trenching. Total estimated length is 2500 feet from the West side of the intersection of North Baldwin Ave and East Main Street to the East side of the intersection of Topeka Street and East Main Street. This will be on the North side of Main Street. There could be approximately 17 bores. The minimum depth is 24” with some areas being deeper than 24”. The City of Beloit will supply the 1 ¼” conduit and red marking ribbon that the contractor will pull through or install in the trench. In the trench, there needs to be a minimum of 6” of fill between the conduit and the ribbon. Contractor’s responsibility: Trenching, Backhoeing, Boring, Installing conduit, red marker ribbon, backfilling, Compaction of excavated areas and replacement of all streets and drives to original condition. We have maps of the project available if you would like a copy.

ITEM	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
Bore & Trench	Boring, Trenching, Installation, Backfilling	2500	Feet	\$ 18.00	\$ 45,000

Total Cost FOB City of Beloit \$ 45,000

Company Name Deep Creek Construction, L.L.C.

Name Susan Wollesen

Phone # 785-524-5457

Material will be Ship To:

City of Beloit
 502 E. 12th
 Beloit Kansas 67420
 PH (785) 738-3781 Fax (785) 738-2290
 Ronald Sporleder - Director of System Operations
 Allen Mong – Lineman Foreman

PH (785) 738-2725
 Schwab-Eaton – Project Engineer

Must use this form for bid to be valid



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Planning Inc. 3006 Broadway Avenue P. O. Box 100 Hays KS 67601		CONTACT NAME: Kathy Casper PHONE (A/C, No, Ext): (785) 625-5605 FAX (A/C, No): (785) 625-8388 E-MAIL ADDRESS: caspka@insurance-planning.com	
INSURED Deep Creek Construction, LLC P.O. Box 265 Lincoln KS 67455		INSURER(S) AFFORDING COVERAGE INSURER A: United Fire & Casualty INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 13021	

COVERAGES **CERTIFICATE NUMBER:** 16/17 Certificates **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			60479739	7/23/2016	7/23/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			60479739	7/23/2016	7/23/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 4,500
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			60479739	7/23/2016	7/23/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ PER STATUTE <input checked="" type="checkbox"/> OTH-ER
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	60479739	7/23/2016	7/23/2017	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Installation Floater Leased/Rented Equipment			60479739	7/23/2016	7/23/2017	Limit \$90,000 Limit \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Auto coverage includes Kirk & Susan Wollesen as drivers

CERTIFICATE HOLDER**CANCELLATION**

Information Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Kathy Casper/CASPKA <i>Kathy Casper</i>

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PROPOSAL SHEET

FOR BID East Main Boring Bid #Boring 07202016

I propose to supply the City of Beloit/Kansas with the item(s) or material(s) listed in this bid for a total cost FOB City of Beloit \$ 48,750.

All item(s) or material(s) are to be bid FOB, 502 E. 12th Street, Beloit Kansas 67420-0567

Estimated delivery time: When You Ready

I understand that this bid is to be guaranteed for no less than fifteen (15) days from the date of bid opening.

Company Name: Dig It Underground.

Name: JAKE BARRA

Phone: 785 738 8068 Date: Aug 5 2016

All contractors and/or subcontractors must show proof of workman's comp liability insurance before any bid will be considered or accepted.

City of Beloit
Bid #
SPECIFICATION AND BID SHEET

DESCRIPTION – Boring and trenching. Total estimated length is 2500 feet from the West side of the intersection of North Baldwin Ave and East Main Street to the East side of the intersection of Topeka Street and East Main Street. This will be on the North side of Main Street. There could be approximately 17 bores. The minimum depth is 24" with some areas being deeper than 24". The City of Beloit will supply the 1 1/4" conduit and red marking ribbon that the contractor will pull through or install in the trench. In the trench, there needs to be a minimum of 6" of fill between the conduit and the ribbon. Contractor's responsibility: Trenching, Backhoeing, Boring, Installing conduit, red marker ribbon, backfilling, Compaction of excavated areas and replacement of all streets and drives to original condition. We have maps of the project available if you would like a copy.

ITEM	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
Bore & Trench	Boring, Trenching, Installation, Backfilling	2500	Feet	\$19.50	\$ 48,750

Total Cost FOB City of Beloit \$ 48,750

Company Name Dig It Underground

Name Jack SAVA

Phone # 785 738 8068

Material will be Ship To:

City of Beloit
502 E. 12th
Beloit Kansas 67420
PH (785) 738-3781 Fax (785) 738-2290
Ronald Sporleder - Director of System Operations
Allen Mong – Lineman Foreman

PH (785) 738-2725
Schwab-Eaton -- Project Engineer

Must use this form for bid to be valid

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
August 16, 2016	Rice MACT Compliance Testing
ORIGINATING DEPARTMENT:	TYPE OF ACTION:
Electric Department	<input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION
	<input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the city council approve the Proposal from Olsson Associates for the Rice MACT Compliance Testing in the amount of \$12,200.00.

FISCAL NOTE:

Funding is available under the Power Plant Professional Services line item 53-41-3000. 53-41-3000 has \$75,000.00 budgeted for 2016 and the balance is \$54,083.04 as of 8/11/2016.

DISCUSSION:

The Rice MACT Compliance testing has to be done every 3 years to stay in compliance with state regulations.

Respectfully submitted,

Jay Newton,
Interim City Administrator

City of Beloit.
P.O. Box 567
119 North Hersey Avenue
Beloit, Kansas 67420



Power Plant
Tel No (785) 738-5121
Fax No (785) 738-6401

To: City Council / Jay Newton
From: Manny Milbers
Subject: Rice Mact Compliance Testing
Date: 8-9-2016

Jay and City Council,

In 2013 we had Catalytic Silencers installed on six of our Engines here at the City of Beloit Power Plant. After the Silencers were installed Olsson Associates performed the Rice Mact Compliance test on the six Units. This test has to be taken every three years to stay in Compliance with State regulations. The Engines have to be tested before December this year.

I contacted three vendors to get a quote to perform the testing on our Engines.

I received a quote from the following vendors:

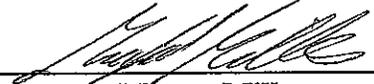
Burns McDonnell in the amount of \$17,968

Sega in the amount of \$24,000

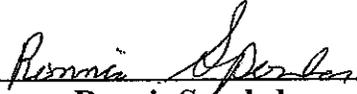
Olsson Associates in the amount of \$12,200.

I would like to recommend hiring Olsson and Associates to do the testing of our Units, they did a good job in 2013 and they are the lowest bid at \$12,200.

Thank you for your consideration in this matter.



Manny Milbers
Power Plant Operations Foreman



Ronnie Sporleder
Director of Electric Operations

Manny Milbers

From: David Deets <ddeets@olssonassociates.com>
Sent: Monday, July 18, 2016 10:59 AM
To: 'beloitpp@nckcn.com'
Subject: Price Quote for RICE NESAHF testing of Power Plant Engines.

Manny, The cost estimate covers the cost of us coming out there testing all six engines and filing all paperwork with KDHE. It will cost a total of \$12,200.00 or \$2,033.00 per engine. The price covers all costs associated with the testing. With there being 6 engines it will take roughly 3 days to complete the testing. Each engine will run between 4 and 5 hours total from start-up to shut-down. Lt me know if you have any questions.

Regards,

David Deets, EI | Power Electrical

Assistant Engineer | Olsson Associates

601 P Street, Suite 200 | Lincoln, NE 68508 | ddeets@olssonassociates.com

TEL 402.474.6311 | DIR 402.458.5674 | FAX 402.474.5610





August 9, 2016

Mr. Manny Milbers
City of Beloit, Kansas
Municipal Electric Station
215 S. Chestnut
Beloit, KS 67420

Re: Proposal to Conduct Sampling and Analysis for Carbon Monoxide and Oxygen Emissions for Six Diesel Generators at the Beloit Municipal Electric Station in Beloit, KS

Dear Mr. Milbers:

Burns & McDonnell (BMcD) is pleased to provide City of Beloit, Kansas Municipal Electric Station (Beloit) with this proposal to conduct carbon mono oxide (CO) and oxygen (O₂) emissions for six (6) diesel generators at the Beloit Municipal Electric Station in Beloit, KS. Burns & McDonnell understands that the sampling is being conducted to allow the facility to demonstrate compliance with the requirements of 40 CFR Part 63 Subpart ZZZZ. BMcD assumes that Beloit will submit any notifications prepared by BMcD that are required by the state.

Scope of Services

Testing will consist of sampling for CO and O₂ with each of the diesel generators operating at a single load point burning natural gas. BMcD will perform emission testing for CO and O₂ on the outlet of each diesel generator. The testing will be performed in accordance with Methods 3A and 10 as published in 40 CFR, Part 60, Appendix A. Testing will be performed at a single unit load, normally high load. Three one hour test runs will be performed for each unit. The CO concentrations will be reported parts per million (ppm) at 15 % O₂. The testing will be performed over three days, 2 units per day.

Clarifications General:

It will be the responsibility of Beloit to ensure the following is provided:

- Safe and adequate access to the sampling locations via elevator, ladders and walkways and shall include sampling platforms, sampling ports and supports for attaching monorails to the sampling ports;
- Oversee the operation of the diesel engine generator and associated pollution control equipment at the pre-determined loads and operating parameters;
- Oversee the operation of the Plant collecting providing BMcD with the necessary system operational data
- Provide one 480 Volt 30-50 amp circuit at the base of the stack for BMcD's laboratory trailer and three 3-120V, single phase circuits at the stack locations;
- Communications and coordination with BMcD's site representative during the sampling on issues affecting the emissions sampling.



Mr. Manny Milbers
City of Beloit, Kansas Municipal Electric Station
August 9, 2016 Page
2

Project Schedule

BMcD is prepared to begin working upon receipt of an executed purchase order and the final report will be completed within 3 weeks of the completion of the sampling event.

Project Cost BMcD proposes to perform this Scope of Services on a lump sum basis in accordance with BMcD's Terms and Conditions for Professional Services which is attached to this proposal. Our lump sum fee to complete the tasks is \$ 17,968.00 or \$2,995/unit.

This cost estimate will not be exceeded without written authorization by Beloit. Any additional hours and/or materials incurred on site as a result of expanded scope (including additional test runs) or delays not the fault of BMcD (i.e., process upsets or downtime, inclement weather conditions, etc.) will be performed and invoiced per BMcD's 2016 "Schedule of Hourly Professional Services Billing Rates".

If prior to Burns & McDonnell's commencement of services under this Agreement, Beloit either terminates this Agreement or postpones Burns & McDonnell's performance of services, but does not serve notice of such termination or postponement within one week of the date Burns & McDonnell is scheduled to commence its services, Beloit shall pay Burns & McDonnell in addition to other compensation, if any, due or to become due to Burns & McDonnell, a late notice charge equal to 10 percent of Burns & McDonnell's fee as stated above in the Project Costs section of this proposal. If Beloit does not serve notice of such termination or postponement until 24 hours of the time Burns & McDonnell is scheduled to commence its services, Beloit shall pay Burns & McDonnell in addition to other compensation, if any, due or to become due Burns & McDonnell, a late notice charge equal to 25 percent of Burns & McDonnell's fees as stated herein

We appreciate the opportunity to provide our services, and we look forward to working with you. Should you have any questions, please do not hesitate to contact me at 919-815-1397 or 314-203-0296, or contact me by email at fmstevens@burnsmcd.com.

Sincerely,

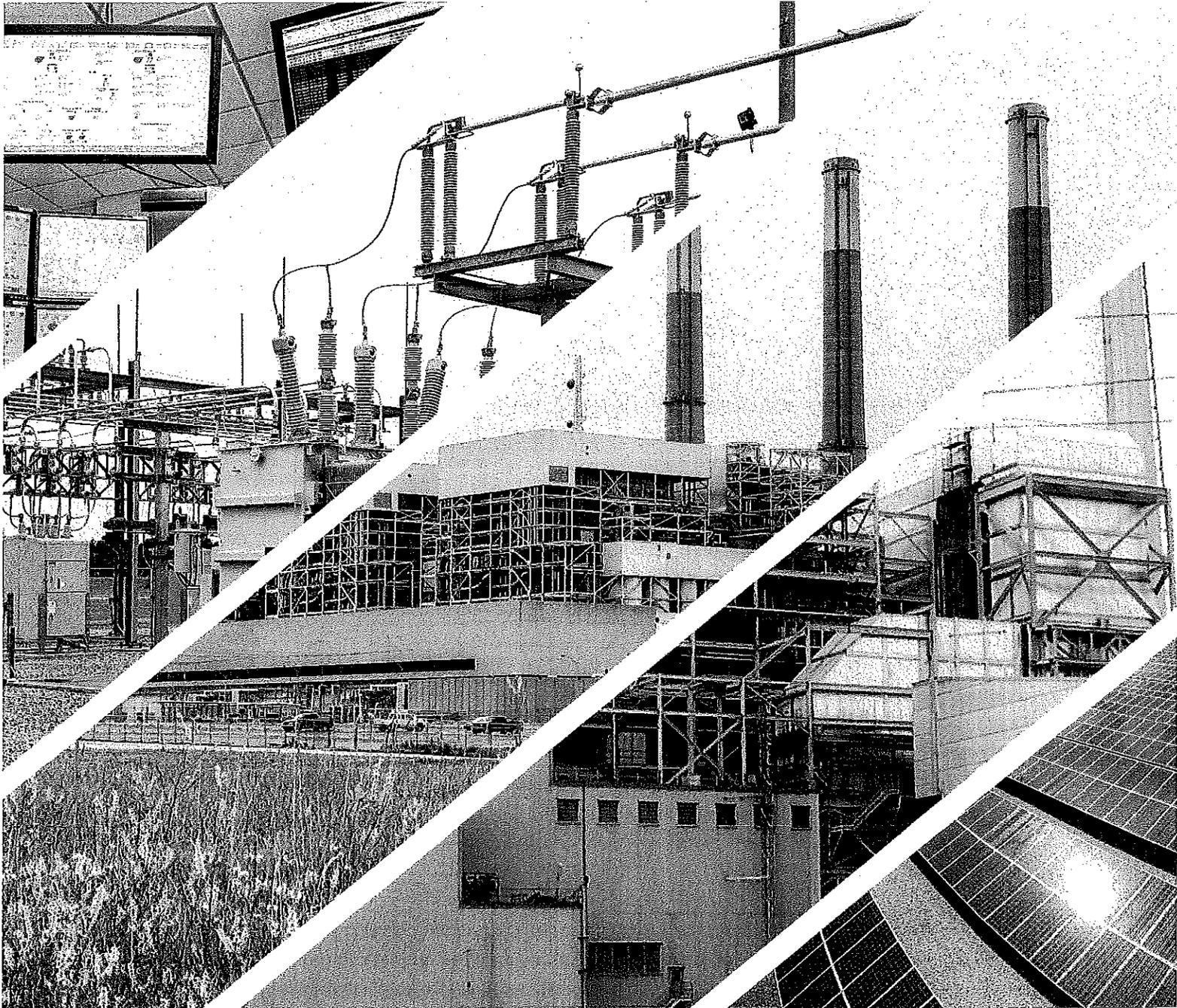
A handwritten signature in black ink, appearing to read "Franklin M Stevens".

Franklin M Stevens
Section Manager – Performance & Diagnostic Measurements Burns
& McDonnell Engineering Company, Inc.

Cc: Grant Grothen
Doug Riedel
Gregory Archeski

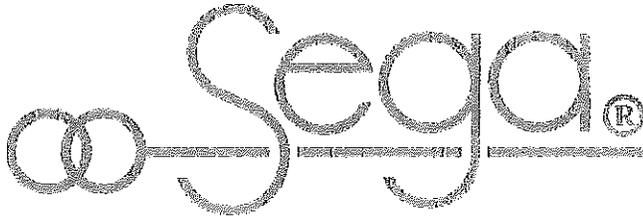
City of Beloit

Proposal for Engineering Services
RICE MACT Compliance Testing



Proposal No. 306Q-16280
July 21, 2016





THE DESIGN BEHIND POWER
ENGINEERING & TECHNICAL SERVICES

July 21, 2016

City of Beloit
Electric Plant
215 South Chestnut
Beloit, KS 67420

Attention: Mr. Manny Milbers

Re: City of Beloit
Electric Plant
RICE MACT Compliance Testing
Proposal No. 306Q-16280

SUBJECT: PROPOSAL FOR ENGINEERING SERVICES

Dear Mr. Milbers:

Sega Inc. (Sega) is pleased to submit this proposal for testing services to support the City of Beloit. These services will help Beloit comply with the periodic emissions testing requirements of the federal reciprocating internal combustion engine (RICE) regulations for maximum achievable control technology (MACT).

This proposal is in response to your request for proposal during our recent telephone conversations. We propose to subcontract the physical on-site testing work to Air Hygiene International, Inc. out of Tulsa, Oklahoma. We will oversee the testing efforts to help ensure a successful project which satisfies regulatory and permit requirements and meets Beloit's needs and expectations. Our proposed scope, staff, and cost reflect Sega's and Air Hygiene's understanding of your needs and our experience working together to perform very similar work for other clients, including several municipal power generation sources in Kansas.

The Sega / Air Hygiene team provides superior MACT compliance testing service compared to that provided by others. This is because of (1) Sega's understanding of the applicable requirements and direct experience with engines and managing these specific projects for municipal utility plants, and (2) Air Hygiene's extensive experience testing engines specifically for RICE compliance. Together, Sega and Air Hygiene will help ensure a smooth testing process from protocol to report submission, and work personally with Beloit staff to foresee and resolve issues and make this a successful project, all at a very

reasonable price. We are confident there is a big difference in our services quality compared to competitors who may not provide the engineering background or personalized service to Beloit.

Sega Inc.
100% Employee Owned

16041 Foster, P.O. Box 1000
Overland Park, Kansas 66085-1000
www.segainc.com

Phone 913-681-2881
Fax 913-681-8475

PROJECT DESCRIPTION

Six (6) of the Beloit municipal power plant RICE units require emissions testing for compliance with the compression ignition RICE MACT. These units are numbered 1, 2, 3, 4, 6, and 7. The units will be run in the fuel mode having the highest carbon monoxide (CO) emission level. Per our conversation, that fuel mode will be natural gas with oil as ignitor fuel. Testing will be performed at a single load level for all test runs. Three (3) test runs will be performed for each engine. Per our conversations, the testing must be completed by December 2016. Beloit has requested that the testing be planned for late October to early November 2016.

SCOPE OF SERVICES

Sega proposes to provide engineering and testing services as specified below:

1. Testing Protocol:
 - a. Prepare a testing protocol as required by the Kansas Department of Health and Environment (KDHE) and United States Environmental Protection Agency (USEPA). This protocol will be prepared by Air Hygiene, reviewed by Sega, and transmitted to Beloit for review. Air Hygiene (or Beloit, if applicable) will submit the protocol to KDHE and USEPA for notification of the anticipated test date and approval of the protocol. This protocol must be submitted at least sixty (60) days prior to the start of testing.

2. Conduct Testing:
 - a. Air Hygiene will conduct the required testing of the six (6) RICE engines in accordance with the RICE MACT regulations, permit conditions, KDHE testing requirements, and testing protocol as submitted to KDHE and USEPA for review and approval.
 - b. Each test will consist of three (3) individual sample runs. Thus, the testing will include at least eighteen (18) individual sampling test runs with three (3) runs being averaged to make individual tests.

- c. Assuming the engines are available for operation consistently at stable loads, it is anticipated that two (2) engines will be tested each day, which includes time for setup, calibrations, and moving of test equipment between units. The testing will be over a three (3) day period (twelve (12) hour days), with an additional 0.5 day allowed for mobilization activities prior to and after testing.

3. Prepare Report:

- a. Prepare a testing results report as required by KDHE and USEPA. This report will be prepared by Air Hygiene, reviewed by Segal, and transmitted to Beloit for review. Air Hygiene (or Beloit, if applicable) will submit an electronic copy of the report to KDHE and USEPA for review.

- b. Based on comments, generate a final version of the test report, and submit three (3) hardcopies to KDHE and two (2) copies to Beloit.

PROJECT STAFF / QUALIFICATIONS

The project team will be comprised of the highly experienced stack testing firm Air Hygiene International, Inc., as overseen by Sega's Mr. Brian Petermann, P.E. Mr. Petermann will be the Project Manager for this project and will be responsible for the execution of the work and the final deliverables. Mr. Petermann is very familiar with RICE engines, specifically their testing for compliance with RICE MACT. He has overseen the emissions compliance testing projects for numerous engines and combustion turbine projects, many of which are in Kansas and must meet KDHE requirements. This includes sources operated by Chanute, Coffeyville, Colby, Kansas City (Kansas), and Garden City (for the Kansas Municipal Energy Agency).

Air Hygiene has extensive engine testing experience and is a recognized leader in this field. A brochure which summarizes their capabilities and experience is attached to this proposal.

SCHEDULE

The anticipated schedule is to complete the testing in the period of late October to early November. The specific dates will depend on the schedule to receive a notification to proceed, which will define how soon the sixty (60) day testing notification can be submitted.

COMPENSATION

We will provide the services listed above on a lump-sum basis for \$24,000.

Our costs assume labor and expenses for one (1) site visit for three (3) days of testing and 0.5 days of mobilization both prior to and after testing.

CLARIFICATIONS

We propose to perform the above services on a lump-sum basis under mutually-agreeable terms and conditions between Beloit and Sega. Our proposal is based on our draft General Services Agreement (GSA) which is attached for your consideration. Additional services provided beyond those defined in this proposal will be billed in accordance with Sega's Rate Schedule for Professional Services (attached).

Our proposal price is valid for a period of sixty (60) days from the date of this proposal.

Thank you for the opportunity to present this proposal. If you have any questions regarding its content, please contact me.

Sincerely,

SEGA INC.



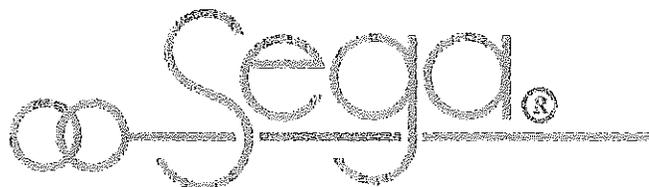
Brian Petermann, P.E.

Manager, Air Quality Compliance

BAP/slf

Enc.

c: Jeff Arroyo
Tor Anderson
Max Sherman



RATE SCHEDULE FOR PROFESSIONAL SERVICES

ENGINEERING SERVICES

Project Manager / Principal Engineer	\$ 206.00/hr.
Project Engineer / Associate Engineer	\$ 196.00/hr.
Senior Engineer / Senior Specialist	\$ 174.00/hr.
Staff Engineer / Staff Specialist	\$ 157.00/hr.
Engineer / Specialist	\$ 134.00/hr.
Assistant Engineer / Assistant Specialist	\$ 124.00/hr.

TECHNICAL AND SUPPORT SERVICES

Senior Engineering Assistant	\$ 124.00/hr.
Engineering Assistant	\$ 103.00/hr.
Senior Drafting Technician	\$ 84.00/hr.
Drafting Technician	\$ 72.00/hr.
Engineering Secretary / Engineering Aide	\$ 56.00/hr.
Technical Documentation	\$ 46.00/hr.

FIELD SERVICES

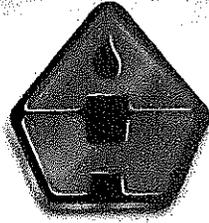
	10.00/hr.
Premium applied to all above rates for long-term field assignments (includes construction management, oversight, and outage work)	\$

PROJECT-RELATED EXPENSES

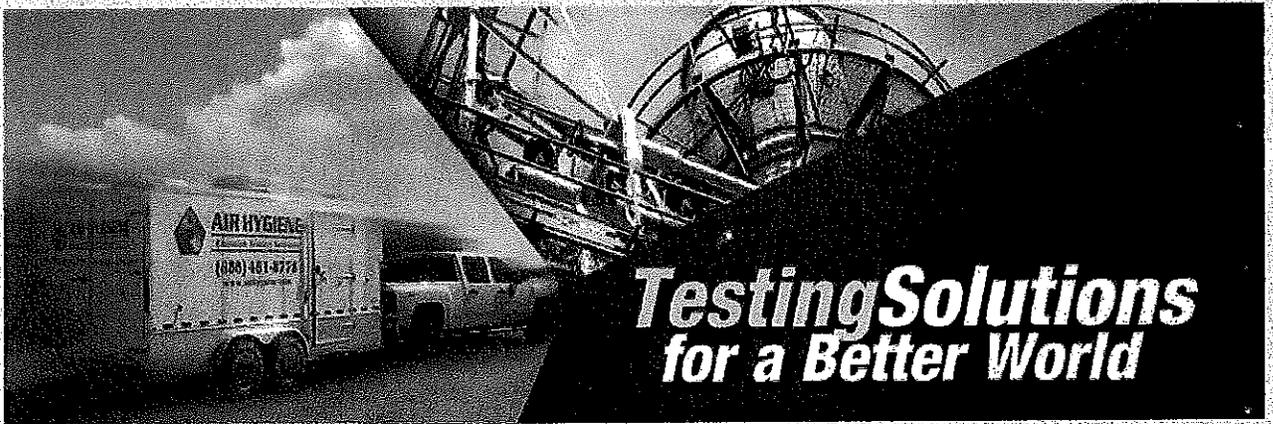
1. Approved outside special consultants are billed at actual cost plus 10 percent.
2. Travel and living expenses are billed at actual cost plus 10 percent, except for personal automobile mileage that is billed according to the IRS guideline.

3. Reproduction costs such as printing, copying, and binding are billed at commercial rates.
4. Shipping charges are billed at cost.
5. Equipment, material, and subcontracted construction are billed at cost plus 10 percent.
6. Daily travel and living expenses incurred during long duration on-site work may be consolidated into a mutually agreeable per-diem charge.
7. Site office facilities and equipment are billed at actual cost plus 10 percent.

Effective through December 31, 2016



AIR HYGIENE, INC.



Why Air Hygiene is the Solution for your Engine Testing!

- Five (5) FTIR Labs for formaldehyde, VOC's, & HAPS!
- Thirty (30) test labs providing testing anytime & anywhere!
- On-site draft test reports & final report in 10 Days!
- Catalyst performance analysis (in/out measurement on-site!)
- Portable power by on-board generator!
- LDEQ, CARB, & SCAQMD certified!
- Portable analyzer capabilities!
- VOC's by on-site Gas Chromatograph for methane/ethane!
- Part 60 - JJJJ Testing (NOx, CO, VOC)!
- Part 63 - ZZZZ Testing (CO and HCHO)!
- 20 QSTI certified personnel!
- Tests in all 50 states, Mexico, & Canada!
- 17 years of testing in gas industry!
- On-site man lift and fuel flow meter provided!

Corporate Headquarters:
1600 West Tacoma Street
Broken Arrow, OK
74012

(918) 307-8865
(888) 461-8778



AIR HYGIENE, INC.

Remote Office Locations:

Las Vegas, NV
Ft. Worth, TX
Austin, TX
Shreveport, LA
Chicago, IL
Pittsburgh, PA

WWW.AIRHYGIENE.COM



Stack Testing

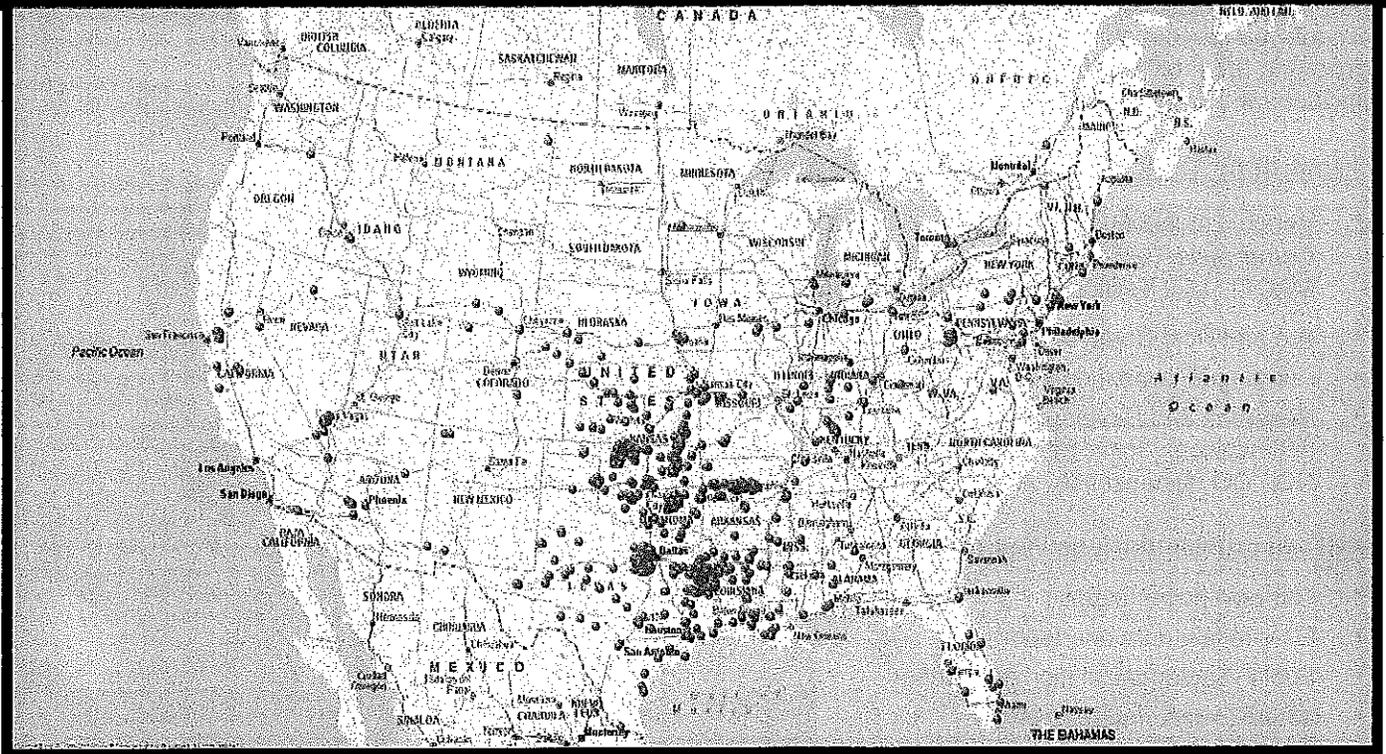
Air Hygiene International



@Air Hygiene

ENGINE TESTING EXPERIENCE

Air Hygiene conducts emission testing nationwide and is familiar with all fifty (50) state agencies and EPA requirements. The map below shows our emission testing project locations across the U.S.



TESTING SUCCESS STORIES

AIR HYGIENE personnel have performed thousands of testing projects which have yielded significant benefits for our clients. The following project descriptions briefly discuss some of these emission testing projects.

- **Performed testing on 80 engines for EPA MACT Floor testing in Texas, Oklahoma, & Kansas including on-site data for NO_x, CO, VOCs, SO₂, O₂, HAPS including formaldehyde, ammonia, speciated C1—C6, and Greenhouse gases (N₂O, CO₂, CH₄)!**
- **Currently perform periodic engine testing in 25 states for over 1,500 engines per year following EPA Methods 3a (O₂ & CO₂), 7e (NO_x), 10 (CO), 19 (exhaust flow), 18/25a/320 (VOCs), and 320/ASTM D-6348 (formaldehyde).**
- **Natural Gas Fired Compressor Engines per RICE MACT (40 CFR Part 63 Subpart ZZZZ) for formaldehyde and/or inlet & outlet CO. Selected methods depend on state and client preference. Over 1,000 engine tests in 25+ states.**
- **Testing per 40 CFR Part 60 Subpart JJJJ for NO_x (EPA Method 7e), CO (EPA Method 10), VOCs (EPA Method 18/25a with on-site GC by VIG 210), O₂/CO₂ (EPA Method 3a), and exhaust flow (EPA Method 2/4 or 19).**
- **Combustion Turbine Testing and Add-On Services that include:**

1. Turbine emission mapping and emission performance testing
2. R&D emission data research and turbine control optimization
3. 40 CFR Part 60 Subpart GG – Turbine Compliance Testing
4. 40 CFR Part 75 – Acid Rain Classified Equipment Testing
5. RATA Testing on CEMS systems for NO_x, CO, SO₂, H₂S, O₂, Flow, and/or CO₂

COMPRESSOR ENGINE TESTING SERVICES

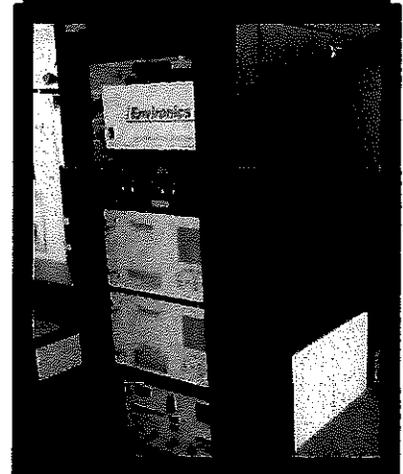
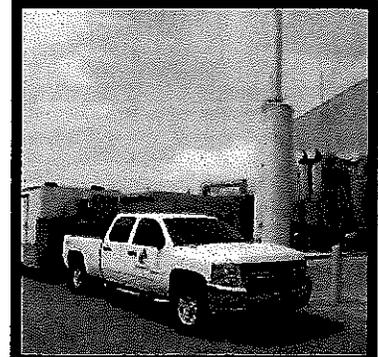
Thank you for your consideration of **Air Hygiene's** engine testing services. The following list details some of the testing services and extras **Air Hygiene** includes with each testing job.

Types of Air Testing Services for Compressor Engines:

- Periodic monitoring for NO_x, CO, VOCs, formaldehyde, HAPS. □ Engine Compliance Testing to meet state and federal requirements ZZZZ (RICE MACT), JJJJ Testing, Permit by Rule, Compliance.
- Pre and Post Catalyst testing for pollutant destruction efficiency.
- Engine performance testing to verify manufacturer's emission guarantees.
- Research and Development (R&D) emission data research and engine optimization. Initial permit compliance testing for PM, PM-10, PM-2.5, SO₂, NO_x, CO, exhaust flow, moisture, O₂, CO₂, Formaldehyde, other HAPs.

AHI will provide the following on engine equipment tests:

- Our own power supply!
- On-site test data and report!
- Fuel F-Factor calculation data sheet!
- **23 QSTI certified personnel!**
- Fuel Flow Meter and On-Site Man Lift!
- Electronic reports provided on CD upon request!
- Extensive experience with all state agencies in the U.S.!
- EPA Protocol 1 Certified Gases for precise calibration!
- Low range (0-10 ppm) equipment calibration and measurement available!
- Test protocol preparation, coordination with state agency and site personnel!
- 30 mobile testing labs, which may be used for your projects across the U.S.!
- State-of-the-art data logging technology to allow real-time examination of meaningful emission data.



Air Hygiene specializes in 40 CFR Part 60 Subpart JJJJ (4J) Testing:

For most 4J testing the scope is 3, 1-hour test runs monitoring for NO_x, CO, VOCs, and O₂. The VOC analysis methodology described in Table 2 of the regulation calls for:

"Methods 25A and 18 of 40 CFR part 60, appendix A, Method 25A with the use of a methane cutter as described in 40 CFR 1065.265, Method 18 or 40 CFR part 60, appendix A, Method 320 of 40 CFR part 63, appendix A, or ASTM D6348-03 (incorporated by reference, see §60.17)".

Air Hygiene is capable of meeting this requirement with on-site, real-time data. Our primary option utilizes a VIG 210 VOC analyzer that incorporates the Method 25a and Method 18 technologies into a single analyzer with built in gas chromatograph providing simultaneous data for Methane, Ethane, VOC's, and Total Hydrocarbons. **Air Hygiene** can also provide testing by Method 25a total hydrocarbon analyzer coupled with an MKS FTIR analyzer

utilizing the Method 320 test technology to determine methane & ethane and provide real-time VOC data. Utilizing either methodology, **Air Hygiene** is able to provide you with real-time VOC results on-site.

Converting emission concentrations (e.g. ppm) to emission rates (e.g. lb/hr, g/hp*hr, tpy) is another important 4J field testing consideration. 4J requires that stack exhaust flow be either physically measured utilizing Methods 14 or stoichiometrically estimated using Method 19 and a fuel flow meter. Method 19 approach when taken, provides a stoichiometric approach typically resulting in stack exhaust flow rates that are anywhere from five to ten percent lower than the manual measurement approach. This is due to both an over dependence on oxygen content for the Method 19 calculations and the human error aspect coupled with the "puffing" of the engine for the manual measurement calculations.

Testing Solutions for a Better World

Air Hygiene's core philosophy of "Second-to-None (2-2-0)", demands extra mile customer service anchored on dignified character and family-oriented principles to deliver unmatched quality stack testing, worth paying for every time. We utilize revolutionary technology and Air Hygiene University to create the best educated work force to define the future of stack testing.

Providing air emission testing since 1997 and headquartered in Broken Arrow, Oklahoma, Air Hygiene provides testing services throughout the continental United States as well as internationally. Its client base includes various industries from oil and gas companies to utilities, manufacturers, and other similar industries.

Air Hygiene has experienced engine testing teams led by project managers with significant testing experience and a broad understanding of the federal and state regulations. Air Hygiene has thirty (30) combustion emission testing systems.

Air Hygiene prides itself on testing efficiency and has experience with complex testing. Including formaldehyde by FTIR (EPA Method 320 or ASTM D-6348) to meet RICE MACT (40 CFR Part 63 Subpart ZZZZ), non-methane/ethane VOCs on-site with field GC or FTIR for Subpart JJJJ (40 CFR Part 60), PM, PM-10, & PM-2.5 testing (EPA Methods 1-5, 201a, 202).

Air Hygiene can complete numerous engines in a single day and has experience with testing large engine fleets with in short duration or on a repeated schedule to meet periodic monitoring requirements.

MARKWEST
Energy Partners, L.P.

NEWFIELD

Chesapeake
ENERGY

devon

MAGELLAN
MIDSTREAM PARTNERS, L.P.

XTO
ENERGY

SWN
Southwestern Energy

dcp
Midstream

KINDER MORGAN

Williams

EXTERRAN

JW

ONEOK

CMS ENERGY

ConocoPhillips

CATERPILLAR® Atlas Pipeline

QUICKSILVER
RESOURCES

EBI

CROSSTEX

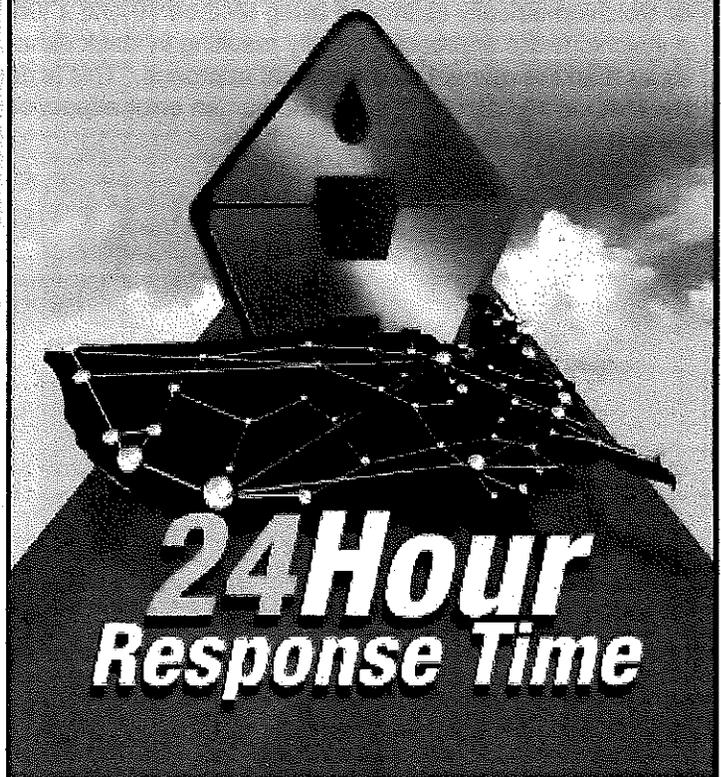
ACCESS
MIDSTREAM PARTNERS

el paso

KOCH
INDUSTRIES INC

ENERCON

DU PONT



AIR HYGIENE, INC.

Corporate Headquarters:
1600 West Tacoma Street
Broken Arrow, OK 74012
(918) 307-8865
(888) 461-8778



Remote Office Locations:

Las Vegas, NV
Ft. Worth, TX
Austin, TX
Shreveport, LA
Chicago, IL
Pittsburgh, PA

WWW.AIRHYGIENE.COM



General Services Agreement
No. BEL002-01-TBA

Between

CITY OF BELOIT, KANSAS
(Client)
and
SEGA, INC.
(Engineer)

TBD

General Services Agreement

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General Services Agreement

THIS AGREEMENT ("Agreement") is entered into between CITY OF BELOIT, KANSAS ("Client") and SEGA, INC. ("Engineer").

In consideration of the promises contained in this Agreement and other consideration which the parties deem adequate, Client and Engineer agree as follows:

Article 1 - Effective Date and Term

1.1 The effective date of this Agreement shall be TBD. The term shall be until terminated in writing by either party.

Article 2 - Task Authorizations

2.1. As the need for engineering services ("Services") arises, Client will request the Services of Engineer. Task Authorizations ("Task Authorizations") will be prepared, which will describe the Client's requirements, scope of the Services, Engineer's compensation, schedule for the Services, and any project ("Project"). Attachment A is the Task Authorization format to be used. Upon execution of a Task Authorization by Client and Engineer, it shall become a part of this Agreement.

Article 3 - Compensation

3.1. Client shall pay Engineer in accordance with one of the following methods of compensation as specified in a Task Authorization:

3.1.1. Lump-Sum Fee: Engineer agrees to perform the Services for the lump-sum amount indicated in a Task Authorization. Client agrees to make monthly progress payments based on the actual percent completed by Engineer during the invoice period, upon completion of milestones, or per a schedule of values as agreed in a Task Authorization.

3.1.2. Not-To-Exceed Fee: Engineer agrees to perform the Services at the rates indicated in the rate schedule identified in and made a part of a Task Authorization. Engineer agrees that the total fee to perform the Services will not exceed the amount indicated in a Task Authorization. Client agrees to make monthly progress payments based on the actual Services performed during the invoice period.

3.1.3. Time and Expense Fee: Engineer agrees to perform the Services at the rates indicated in the rate schedule identified and made a part of a Task Authorization. Engineer agrees that it will not perform Services beyond the estimated amount without prior consent from the Client. Client agrees to make monthly payments based on actual Services performed during the invoice period.

3.2. Client agrees to pay Engineer's invoice within 30 days. If a portion of an invoice is disputed, Client shall pay the undisputed portion by the due date. In the absence of a good faith dispute, if Client does not make payment by the due date, Client shall pay interest at the rate of 1.5 percent per month and Engineer's collection costs, including attorneys' fees and court costs.

GS-1

3.3. In addition to the fee for Services, Client shall pay directly or reimburse Engineer for the amount of any taxes Engineer is required to pay, including present or future sales, use, excise, or other similar tax applicable to the furnishing of any Services and any incidental materials and/or equipment procured for the Project hereunder.

Article 4 - Reimbursable Expenses

4.1. Reimbursable Expenses are in addition to compensation for Engineer's Services and include expenses incurred by Engineer and its employees, subcontractors, and consultants directly related to the Project, as follows:

- 4.1.1. Project-related out-of-town travel and subsistence, and electronic communications.
- 4.1.2. Fees required to be paid to governmental agencies to secure approval of authorities having jurisdiction over the Project;
- 4.1.3. Reproductions, postage, handling, and delivery of Instruments of Service;
- 4.1.4. Renderings, models, and mock-ups requested by Client;
- 4.1.5. Other similar direct Project-related expenditures approved by Client;
- 4.1.6. Other expenses identified in a Task Authorization.

Article 5 - Client's Responsibilities

5.1. Client's responsibilities shall include the following:

- 5.1.1. Furnish to Engineer, either directly or indirectly from others, all available Project information and data that are needed by Engineer.
- 5.1.2. Approve all procedures established to govern the relationships among Client, Engineer, and third parties.
- 5.1.3. Furnish to Engineer, in writing, all of Client's requirements for the Project including, but not limited to, schedule milestones, any financial constraints, and any Client criteria, standards, codes, design objectives, or design constraints.
- 5.1.4. Utilizing information supplied by Engineer, make final engineering and planning decisions in a timely manner to support the Engineer's ability to complete the Services according to the Project schedule.
- 5.1.5. Designate a representative to act on behalf of Client with respect to each Task Authorization and Project.
- 5.1.6. With Engineer's assistance, select construction contractor(s) (Contractors) to implement any designs prepared by Engineer under Task Authorizations.

5.2. Engineer shall be entitled to rely upon the information provided by Client.

Article 6 - Standard of Care

6.1. Engineer shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances ("Standard of Care"). No warranty, expressed or implied, is included in this Agreement or in any drawing, specification, report, service, or opinion produced by Engineer pursuant to this Agreement.

6.2. If any portion of the design services of Engineer fails to meet the Standard of Care, Engineer shall redesign that aspect of the design without compensation from Client.

6.3. The parties agree that Engineer will not be acting as a fiduciary of Client and Engineer will only be providing engineering services and engineering advice. If Client is a municipal entity, Engineer will not be serving as a "municipal advisor" to Client within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the rules and regulations of the United States Securities and Exchange Commission.

Article 7 - Hazardous Materials

7.1. Engineer shall have no responsibility for any environmental assessment or the discovery, identification, presence, handling, disposal or removal of, or exposure of a person to any hazardous materials pre-existing in any form at the Project, including but not limited to asbestos products, lead paint, PCBs, radon, mold, fungi, bacteria or other microbials, and environmental pollutants, or hazards.

Article 8 - Liability and Indemnification

8.1. General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and Engineer's fee for the Services, and in consideration of the promises contained in this Agreement, Client and Engineer agree to allocate and limit such liabilities in accordance with this Article.

8.2. Indemnification. To the fullest extent permitted by law, Engineer and Client agree to indemnify and hold harmless each other and their employees from and against any claims, liability, losses, damages, and expenses of any nature, to the extent caused by the negligent acts, errors, or omissions of the indemnifying party. In the event such claims, liability, losses, damages, or expenses are caused by the joint or concurrent negligence of Engineer and Client, they shall be borne by each party in proportion to its own respective negligence. Client shall require all Contractors to indemnify and hold harmless Engineer to the same extent as required by this paragraph, which shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

8.3. Mutual Waiver of Consequential Damages. To the fullest extent permitted by law, Engineer and Client waive any and all claims against each other and their employees, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, for indirect, incidental, punitive, or consequential damages, including, without limitation, loss of use, profits, business, reputation or financing, and principal office overhead and expenses, in any way pertaining to or arising out of this Agreement, a Task Authorization, or a Project.

8.4. **Limitation of Liability.** Notwithstanding any other provision of this Agreement, to the fullest extent permitted by law and for adequate consideration, the total liability of Engineer, its employees, subcontractors and consultants, to Client for all claims, losses, damages, and expenses, from any cause whatsoever, including but not limited to negligence, gross negligence, errors, omissions, and breach of contract, in any way pertaining to or arising out of the performance of Services under this Agreement and all Task Authorizations, shall not exceed \$500,000.00. This limitation of liability includes any deductible obligation of Engineer under Engineer's insurance, but does not include the proceeds of Engineer's insurance paid to Client.

8.5. **Preliminary Services.** If Engineer provides any preliminary plans, specifications, reports, or other Services that are not sealed by the Engineer for construction of a Project, Client assumes all risk of use for the purposes of pricing, budgeting, or scheduling. Engineer shall not be liable for any increases in Project price, budget, or schedule resulting from changes made in the development or completion of the Project.

8.6. **Survival.** Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

Article 9 - Independent Contractor

9.1. Engineer undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of its own performance. Nothing in this Agreement shall create any partnership or joint venture between Engineer and Client. Engineer and Client shall cooperate with one another when Engineer is performing Services under this Agreement.

Article 10 - Compliance with Laws

10.1. Engineer agrees to comply with applicable federal, state and local laws, regulatory requirements, and codes. Engineer shall procure the professional licenses necessary to allow Engineer to perform the Services. Client shall likewise comply with such laws to the extent applicable to Client's role and performance of this Agreement.

Article 11 - Insurance

11.1. During the performance of the Services under this Agreement, Engineer shall maintain the following insurance:

11.1.1. General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

11.1.2. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each accident.

11.1.3. Umbrella Excess Liability Insurance (General and Automobile Liability) with a limit of \$7,000,000 for each occurrence and in the aggregate.

11.1.4. Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance with a limit of \$1,000,000.

11.1.5. Professional Liability Insurance, with a limit of \$2,000,000 for each claim and annual aggregate.

11.2. To the fullest extent permitted by law, all Contractors shall be required to include Client and Engineer as additional insureds on their General Liability insurance policies. Client agrees to provide Engineer with certification of liability insurance maintained by all Contractors.

11.3. Client agrees to provide Engineer with certification of liability insurance maintained by any independent design consultant, engineer, or laboratory hired by Client for the Project ("Client's Consultants"). The amount and types of insurance shall be not less than the amount required of Engineer in this Article.

11.4. To the extent that damages are covered by property insurance during or after the completion of Engineer's Services, Client and Engineer waive all rights, including rights of subrogation, against each other and all Contractors, consultants, Client's Consultants, and employees of the other, except for rights they may have to the proceeds of that insurance. Client and Engineer shall require the same waiver by their respective Contractors, subcontractors, consultants, and Client's Consultants.

Article 12 - Opinions of Probable Costs and Schedules

12.1. Opinions of the probable costs and schedule prepared by Engineer are based on Engineer's experience, qualifications, and judgment as a professional. Since Engineer has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, Engineer does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by Engineer.

Article 13 - Construction Phase Services

13.1. If Engineer is not authorized to perform services during the construction phase of a Project, Client assumes all responsibility for those services including, but not limited to, observation of the Work and interpretation of the Contract Documents. Client shall defend, indemnify, and hold harmless Engineer against all claims, losses, damages, injuries, and expenses arising out of or resulting from the performance of such services by Client or others.

13.2. If Engineer's Services include construction phase Services for any Project, the following will apply:

13.2.1. The General Conditions and other terms of the agreement between Client and a Contractor shall not alter the responsibilities and liabilities of Engineer unless this Agreement is formally amended.

13.2.2. Engineer shall not be responsible for:

13.2.2.1 Construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with a Project;

- 13.2.2.2 The failure of any Contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to Client, construct a Project in accordance with applicable Contract Documents, or comply with federal, state, or local laws, regulations, and codes;
- 13.2.2.3 Procuring permits, certificates, and licenses required for the construction, occupancy, and demolition of a Project, unless that responsibility is specifically provided in a Task Authorization.
- 13.2.3. Observation of the work ("Work") of any Contractor is for the purpose of becoming generally familiar with the progress and quality of the Work and to determine, in general, if the Work, when completed, will comply with the applicable Contract Documents. Engineer will not be required to make exhaustive or continuous on-site observations. Based on the observations, Engineer will endeavor to report to Client any detected deviations from the Contract Documents.
- 13.2.4. Engineer will not have the authority to stop the Work of a Contractor.
- 13.2.5. If Engineer is authorized to interpret and decide matters concerning the performance of any Contractor or the requirements of the applicable Contract Documents, it shall not show partiality to the Client or Contractor and shall not be liable to either for interpretations and decisions rendered in good-faith.
- 13.2.6. Engineer's approval of an application for payment submitted by a Contractor shall mean that, to the best of Engineer's knowledge and information, the Work has progressed to the point represented by the Contractor and it appears to comply with applicable Contract Documents. Engineer will not be required to perform a detailed audit of the application or determine how or for what purpose the Contractor has used monies previously paid by Client.
- 13.2.7. Engineer will review any Contractor submittals within a reasonable time, but only for the purpose of checking for conformance with the design concept expressed in the applicable Contract Documents. Engineer shall not be responsible for approving or determining the accuracy or completeness of items that are the Contractor's responsibility, such as dimensions, quantities, means, methods, techniques, sequences, safety precautions, and installation or performance of equipment or systems. Approval of an item shall not indicate approval of an assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the Contract Documents not brought to the attention of the Engineer in writing by the Contractor.
- 13.2.8. When Engineer includes a performance specification in its design, or a Contractor has a design-build obligation with respect to a component of a Project, Engineer will be entitled to rely upon the services, certifications, and approvals performed or provided by design professionals employed by the Contractor.

13.2.9. If Client requests that Engineer sign a certificate for a lender or other third party, the proposed language will be submitted to Engineer at least 10 (ten) days in advance of the requested date of execution. Engineer shall not be required to execute certificates or consents requiring knowledge, services, or responsibilities beyond the scope of this Agreement. Execution of a certificate shall not create any rights in favor of the lender or third party.

Article 14 - Ownership of Documents and Intellectual Property

14.1. Except as otherwise provided herein, the original engineering documents, drawings, specifications, electronic 3-D models, and other deliverables prepared by Engineer as part of the Services ("Instruments of Service") shall become the property of Client upon Engineer's receipt of final payment for all Services specified in a Task Authorization.

14.2. Engineer shall retain all rights in its standard drawing details, specifications, databases, computer software, and other proprietary property. Any use, development, modification, or integration by Engineer of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs.

14.3. Engineer shall retain the copyrights and patents with respect to the Instruments of Service and shall have the unrestricted right to the use of the Instruments of Service including, but not limited to, the rights to develop derivative works and include photographic or artistic representations of the design of the Project in Engineer's promotional and professional materials.

14.4. The transfer of ownership upon final payment by Client shall not be deemed to be a sale by Engineer and Engineer makes no warranties, express or implied, of merchantability or fitness for a particular purpose with respect to the Instruments of Service.

14.5. During the Project, and conditioned on Client satisfying its payment obligations under this Agreement, Client shall have a non-exclusive license to use the Instruments of Service with respect to the Project for which they were developed. Client shall not assign its license to third parties without Engineer's written consent. However, Client may provide copies of the Instruments of Service to Contractors and consultants for the purpose of bidding or building Projects depicted thereon, and to governmental authorities for the purpose of securing permits, licenses, and approvals.

Article 15 - Reuse and Modification of Documents

15.1. The Instruments of Service prepared by Engineer pursuant to this Agreement are not intended or represented to be suitable for reuse by Client or others on extensions to or modifications of the Project or on any other project. Any reuse or modification without prior written consent of Engineer will be at Client's sole risk and without any liability of Engineer. Client shall defend, indemnify, and hold harmless Engineer and its employees against all claims, losses, damages, injuries, and expenses arising out of or resulting from such reuse or modification that is without Engineer's consent and direct professional involvement. Any verification or adaptation of the Instruments of Service by Engineer for another project will entitle Engineer to additional compensation at rates to be agreed upon by Client and Engineer.

Article 16 - Suspension or Termination

16.1. This Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. The failure of Client to make any payment when due shall constitute a material breach of this Agreement. Instead of terminating, Engineer may, at its option, suspend all Services for non-payment on seven (7) days' written notice. If payment is not made within such seven (7) days, then Engineer may terminate this Agreement at any time.

16.2. Client shall have the right to suspend Engineer's Services or to terminate this Agreement for Client's convenience upon seven (7) days' written notice to Engineer, and Engineer shall suspend or terminate, as appropriate, the performance of Services on a schedule acceptable to both parties. In the event of suspension or termination for Client's convenience, Client shall pay Engineer for all Services performed prior to suspension or termination, all costs that could not be reasonably avoided by Engineer, plus twenty percent (20%) of any unearned lump-sum fee in a Task Authorization.

16.3. Engineer shall not be responsible for delays to the Project, errors or omissions contained in any documents or designs, or Services not performed as a result of any suspension or termination by either party.

Article 17 - Delay in Performance

17.1. Neither Client nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to: abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots and other civil disturbances; terrorism; strikes, lockouts, work slowdowns, and other labor disturbances; judicial restraint; and inability to procure permits, licenses, or authorization from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Client or Engineer under this Agreement. Should such occur, the nonperforming party shall, within a reasonable time, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance.

17.2. If the delay resulting from any such causes increases the cost or time required by the Engineer to perform its services in an orderly and efficient manner, the Engineer shall be entitled to a reasonable adjustment in the schedule and compensation.

Article 18 - Non-Disclosure of Proprietary Information

18.1. Engineer shall maintain the confidentiality of all proprietary information designated as such by Client in writing or an electronic communication and, without the prior written authorization of Client, shall not publish or disclose such information for any purpose other than the performance of the Services.

Article 19 - Non-Exclusiveness

19.1. This Agreement does not provide to Engineer exclusive rights to provide Client with engineering Services. Client has the right to hire other engineers, for more or less money, for any type of Project, similar or different than the type of services performed by Engineer. This Agreement is not a guarantee of a specific dollar amount of services or for any services at all; all services shall be awarded to Engineer at the sole discretion of Client. However, Engineer is not

obligated to accept or to perform any services proposed by Client in a proposed Task Authorization that are outside of Engineer's experience, or that present risk disproportionate to the fee offered.

Article 20 - Designated Representatives

20.1. Engineer and Client shall each designate a representative for each Project included in a Task Authorization who is duly authorized to act on behalf of the respective party with respect to the Project. Except for death, disability, or termination of employment, such personnel shall not be replaced or changed without the written consent of the other party. In the event of temporary absence of a party's designated representative (due to illness or vacation), it shall appoint a substitute representative familiar with the Project and with authority to act on behalf of that party.

Article 21 - Client's Consultants and Furnished Services or Equipment

21.1. To the fullest extent permitted by law, Client shall defend, indemnify, and hold harmless Engineer against all liability, loss, cost, or expense (including reasonable attorneys' fees and cost of defense), claims and actions, relating to claims by Engineer and/or third parties, pertaining to or arising out of the performance of Client's Consultants and caused by any negligent act, error, omission, or breach of contract by Client's Consultants including, but not limited to, any claim or action based upon violation of any statute, ordinance, building code, or regulation.

21.2. Engineer shall not be responsible for any plans, specifications, estimates, reports, surveys, tests, or other documents or instruments, or any part thereof, prepared by Client's Consultants.

21.3. If Client requires that any assembly, system, product, item of material, or design be included in the Project without (or against) Engineer's recommendation, or if Client selects a Contractor, subcontractor, material fabricator, or any assembly, system, product or item of material, without (or against) Engineer's recommendation, Engineer shall have no responsibility for such decision by Client or for the performance of such Client-specified items or persons, nor shall Engineer be required to issue any opinion or certificate with respect to such items or the work of such entities or persons. Client shall defend, indemnify, and hold Engineer harmless from all claims, damages, loss and expenses, including reasonable attorneys' fees and defense costs, incurred as a result of any such decision by Client.

Article 22 - Claims and Dispute Resolution

22.1. The parties shall attempt to amicably resolve all disputes through direct discussion and negotiation between the designated representatives of each party. If that is unsuccessful, the dispute shall be submitted to the President, Chief Operating Officer, or equivalent position of Engineer and Client for discussion as a condition precedent to litigation.

22.2. If direct negotiation required by the preceding paragraph is not successful, then the parties will submit any claim or dispute arising out of or related to this Agreement or any Project to nonbinding mediation before a third-party mediator as a condition precedent to litigation. Unless the parties mutually agree otherwise, the mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association (the "AAA") currently in effect. Each side shall pay their own legal fees of a mediation, but shall equally share the mediator's fees with the other party or parties to the mediation. It is agreed that all Contractors, design professionals, subcontractors, and consultants who are involved in, and potentially liable for any claim being asserted, may participate in the mediation.

22.3. Unless prohibited by law or mutually agreed by the parties in writing, any mediation hereunder shall be held in Johnson County, Kansas.

22.4. Unless prohibited by law, if the parties cannot resolve the dispute through mediation, the dispute shall be resolved in the state or federal courts of Kansas.

22.5. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date Engineer's Services are substantially complete under the Task Authorization in question.

Article 23 - Communications

23.1. Unless stated otherwise by any Task Authorization(s), all communications required by this Agreement shall be made in writing to the following address:

Client: CITY OF BELOIT, KANSAS
215 South Chestnut
Beloit, Kansas 67420
Attention: Mr. Manny Milbers

Engineer: Sega, Inc.
16041 Foster
P.O. Box 1000
Overland Park, Kansas 66085-1000
Attention: Mr. Jeff Arroyo

Article 24 - Governing Law

24.1. This Agreement shall be governed by the laws of the State of Kansas, without regard to its principles of conflicts of laws.

Article 25 - Waiver

25.1. A waiver by either Client or Engineer of any breach of this Agreement or any Task Authorization(s) shall not affect the waiving party's rights with respect to any other or further breach.

Article 26 - Precedence

26.1. In the event of any conflict, error, or discrepancy between this Agreement and a Task Authorization, the terms of this Agreement shall control and be given precedence.

Article 27 - Severability

27.1. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken

provision with a valid provision that comes as close as possible to the intent of the stricken provision.

Article 28 - Integration

28.1. This Agreement and documents made a part hereof by reference represent the entire Agreement between Client and Engineer. This supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. If Client issues a purchase order to Engineer at any time, no preprinted terms thereon shall become part of this Agreement. Any purchase order documents, whether or not signed by Engineer, will be for the sole purpose of facilitating Client's operations.

Article 29 - Headings

29.1. The headings of the Articles and subparagraphs of this Agreement are inserted for the convenience of the parties and are neither to be taken to by any part of the provisions hereof nor to control nor affect their meaning, construction, or effect.

Article 30 - Binding Effect

30.1. This Agreement is binding on Client and Engineer and their respective directors, officers, partners, successors, executors, administrators, assigns, and legal representatives.

Article 31 - Assignment

31.1. Neither Client nor Engineer shall assign this Agreement, any Task Authorization, or any rights or duties under the same without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services or from assigning any receivables to a third party.

Article 32 - Third Parties

32.1. Nothing in this Agreement shall be construed to provide any rights or benefits to anyone other than Client and Engineer.

IN WITNESS WHEREOF, Client and Engineer have executed this Agreement through duly authorized representatives and on the date written below.

CITY OF BELOIT, KANSAS

SEGA, INC.

Signed _____

Signed _____

Name _____

Title _____

Date _____

Name

Title

Date

ATTACHMENT A

GSA No. BEL002-01-TBA
Between
CITY OF BELOIT, KANSAS (Client)
and
SEGA, INC. (Engineer)

Task Authorization No.

Title

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
August 16, 2016	Sports Complex Dugouts
ORIGINATING DEPARTMENT:	TYPE OF ACTION:
Parks and Recreation Department	<input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the council approve the request to install dugouts on the baseball field at the City of Beloit Sports Complex.

FISCAL NOTE:

- The direct cost for the city is trenching for drain lines and water for replanting grass.

DISCUSSION:

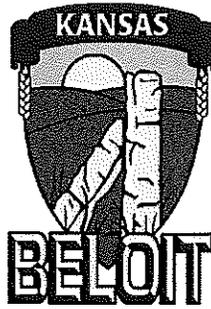
1. Consider approval of request to install dugouts on the baseball field at the City of Beloit Sports Complex.

Comment: City Park and Recreation Director, Lynn Miller has been working with the Beloit High School coaches and community volunteers in support of constructing dugouts on the baseball field used by the high school in the City of Beloit Sports Complex. This issue comes to the City Council only because the proposed construction is on City property and necessitates the approval of the city as property owner. Drawings and cost and source of funds to pay for the proposed changes are included with the agenda. The involvement of the City will be to provide trenching for drain lines and the cost of water for replanting of grass. Approval is recommended.

Respectfully submitted,

Jay Newton,
City Administrator

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



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

To: Jay Newton, City Administrator and City Council
 From: Lynn Miller, Director of Parks and Recreation

The Beloit High School, Legion Baseball, K-18, BHS Baseball Coaches and a Private Donor have submitted the following plans to replace the current dugouts on the Baseball Field at the Beloit Sports Complex with in-ground dugouts. (Drawing attached)

Funding has been secured thru the following sources:

Private donor	10,000
Legion Baseball	2,000
BHS Booster Club	2,500
Noah Smith Memorial	<u>5,000</u>
	19,500

Financial Break-down

Concrete (footings, walls, floors 38 yards @ 90.00)	3420.00
Rebar	500.00
Material for roof and walls	5430.00
Dugout railings and netting	1600.00
Drain Pipe (4" belled pipe 1.60 ft. @ 600 ft.)	960.00
Labor for concrete pour	<u>TBD</u>
TOTAL COST (approx.)	11910.00

Committed Volunteer Labor/materials:

Labor for the removal of the old dug-outs	Shared between the stated sponsors
BHS Woods Class	Footings and all carpentry work
Ron Eberle	Foreman for the project
City of Beloit	Trenching for the drain line
	Water cost for replanting grass
Repair of the infield and surroundings	
grass/other areas	BHS
Signage (& future maintenance)	BHS
With approval of the City	

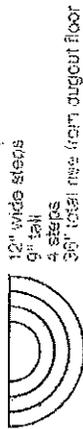
I would appreciate the Council's approval to proceed with this project. Due to seasonal weather and volunteer's time the project will begin with Council's approval.

Thanks for your consideration of this project.

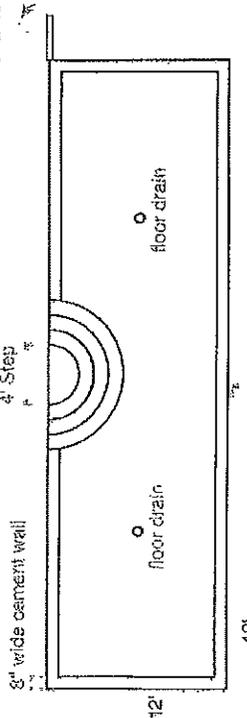
Lynn Miller

Roof will have slight pitch to back
it will be 8-9 feet wide from back to front
to allow for the steps in
the front of the dugout

circle or square



3' Gate



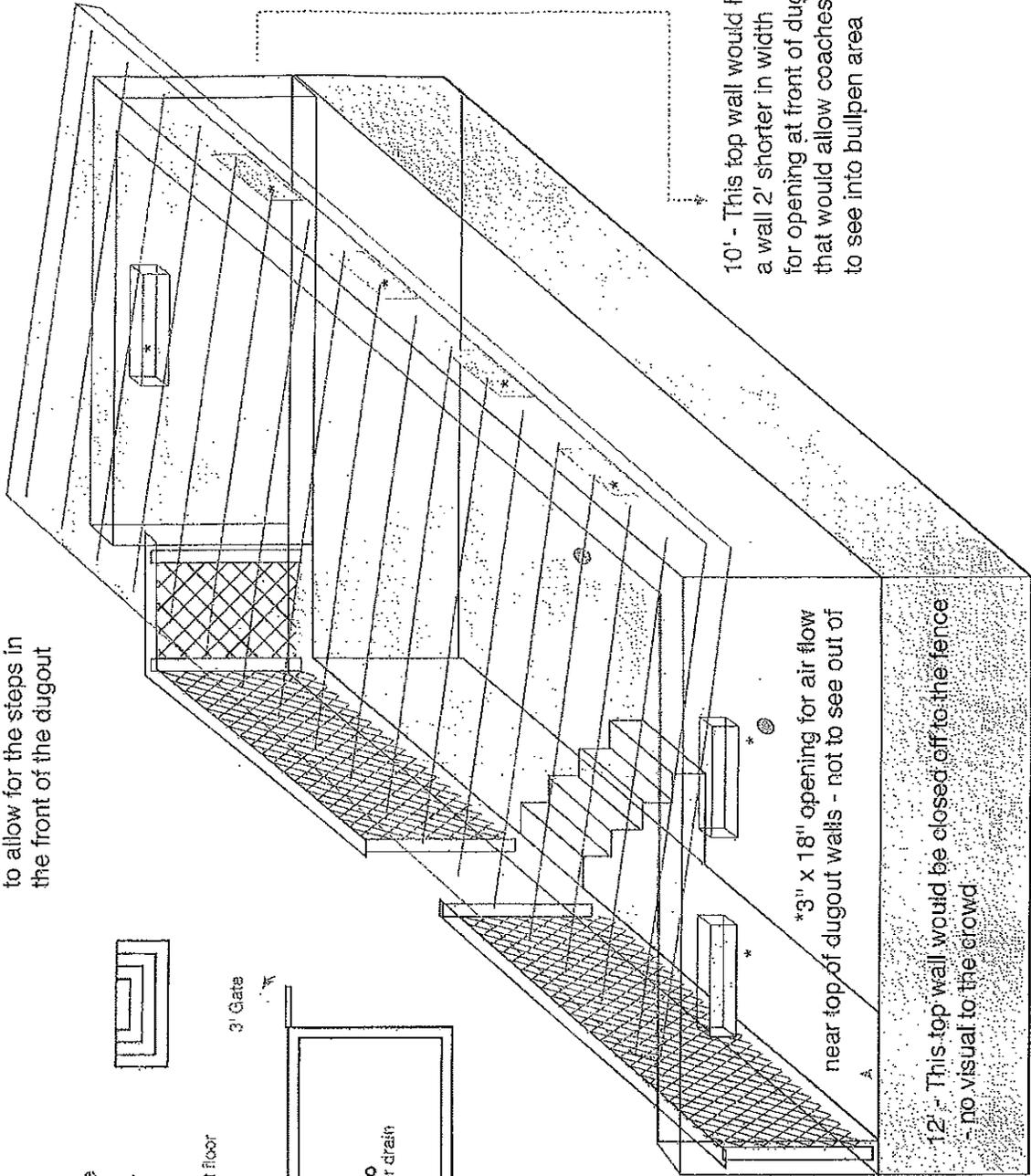
10' - This top wall would have
a wall 2' shorter in width
for opening at front of dugout
that would allow coaches
to see into bullpen area

*3" x 18" opening for air flow
near top of dugout walls - not to see out of

12' - This top wall would be closed off to the fence
- no visual to the crowd

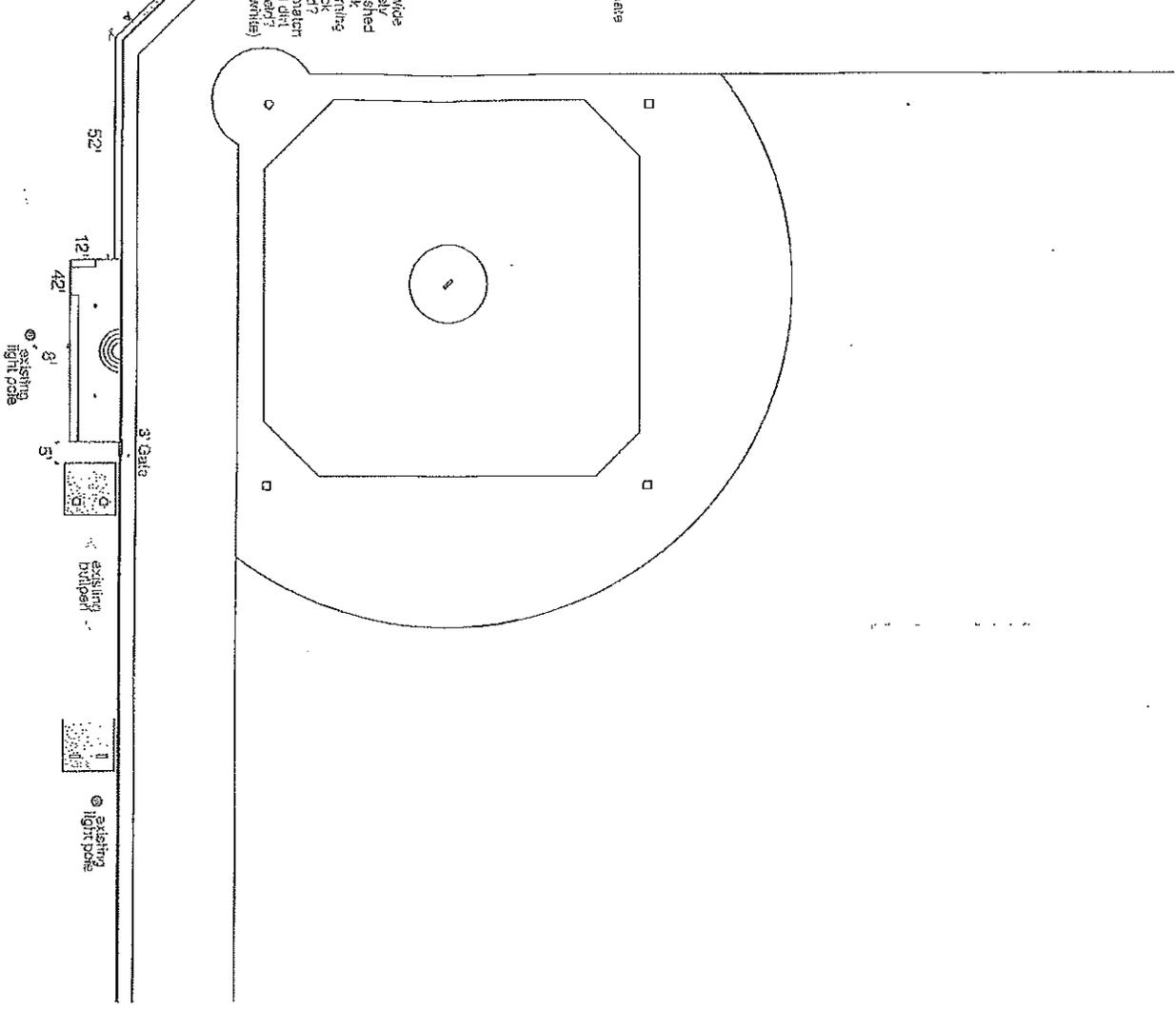
4' above ground

3' below ground



2' wide x 3' tall
 Retaining Wall
 194' long
 *see picture above
 for fork, limestone,
 with some sort of cap
 - cement, etc.
 On the outside
 of existing ramp/corridor

6' wide
 freshly
 crushed
 rock
 waiting
 track
 to match
 red dirt
 (filled?)
 or white)



City of Beloit - 2016 2nd Quarter Treasurers Report

Fund	Beginning Balance	Revenue	Expense	Ending Balance
General	538,608.79	626,061.20	659,765.38	504,904.61
Employee Benefit	407,687.78	319,060.56	327,947.34	398,801.00
Library	36,080.88	50,330.46	71,129.66	15,281.68
Special Parks and Recreation	70,621.42	3,074.90	200.58	73,495.74
Equipment Reserve	59,727.85	-	58,535.00	1,192.85
Special Highway	96,053.98	26,678.21	25,440.64	97,291.55
Economic Development	10,443.31	13,124.97	17,299.76	6,268.52
Capital Improvement Fund	995,236.83	1,447,560.25	1,605,705.95	837,091.13
Law Enforcement Trust Fund	13,261.09	5,127.03	3,000.00	15,388.12
Fire Equipment Reserve	38,546.27	8,277.80	961.71	45,862.36
Police Department Capital Reserve Fund	511.12	-	-	511.12
Fire Department Capital Reserve Fund	80,230.99	-	-	80,230.99
Neighborhood Revitalization	-	-	-	-
Water Fund	90,089.77	329,243.64	290,422.80	128,910.61
Water Pollution Treatment	187,239.35	242,023.55	215,747.64	213,515.26
Electric Utility	1,377,888.90	1,181,836.90	1,333,927.34	1,225,798.46
Refuse	75,888.13	68,239.94	69,205.66	74,922.41
Elec Plant & Equip Replacement	310,349.80	114,846.99	-	425,196.79
Water Plant/Equip Replacement	65,109.83	3,042.99	-	68,152.82
WPC Plant & Equipment Replacement	236,946.48	1,875.00	-	238,821.48
Cable	-	-	-	-
Cemetery Endowment	46,822.01	300.00	-	47,122.01
TOTALS	4,737,344.58	4,440,704.39	4,679,289.46	4,498,759.51
Outstanding Debt:				
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 - Street Projects	2,870,000.00			
Revenue Bonds (Power Plant Projects)	3,310,000.00			
Revenue Bond - Electric Utility System	100,000.00			
Total Debt	11,348,884.24			

City of Beloit
2016 Budget and Fund Balances
June 30, 2016

Budgeted Funds	2016 Budgeted Expenditures	YTD Expenditures 6/30/2016	YTD Budget % Expended	2016 Budget Revenue	YTD Revenue 6/30/2016	YTD Budget % Received	Cash Balance 6/30/2016	Budget Authority Remaining
General	\$2,663,728.00	\$1,239,529.50	46.53%	\$2,619,481.00	\$1,547,865.79	59.09%	\$504,904.61	\$1,424,198.50
Employee Benefit	\$1,376,474.00	\$656,819.83	47.72%	\$1,254,993.00	\$704,892.70	56.17%	\$398,801.00	\$719,654.17
Library	\$203,020.00	\$155,319.16	76.50%	\$182,234.00	\$147,407.30	80.89%	\$15,281.68	\$47,700.84
Special Parks and Recreation	\$60,024.00	\$209.43	0.35%	\$12,282.00	\$6,288.50	51.20%	\$73,495.74	\$59,814.57
Special Highway	\$137,657.00	\$90,349.43	22.05%	\$101,060.00	\$49,322.65	48.81%	\$97,291.55	\$107,307.57
Economic Development	\$80,579.00	\$38,039.66	47.21%	\$79,741.00	\$39,870.44	50.00%	\$6,268.52	\$42,539.34
Law Enforcement Trust Fund	\$7,750.00	\$6,150.00	79.35%	\$7,510.00	\$5,140.37	68.45%	\$15,388.12	\$1,600.00
Fire Equipment Fund	\$29,969.00	\$0.00	0.00%	\$29,570.00	\$23,180.48	78.39%	\$45,862.36	\$29,969.00
Water Fund	\$1,416,369.00	\$791,658.51	55.89%	\$1,388,000.00	\$622,288.70	44.83%	\$128,910.61	\$624,710.49
Water Pollution Treatment	\$1,165,886.00	\$485,873.46	41.67%	\$996,125.00	\$476,027.88	47.79%	\$213,515.26	\$680,012.54
Electric Utility	\$6,970,223.00	\$2,335,486.08	33.51%	\$6,479,810.00	\$2,400,407.66	37.04%	\$1,225,798.46	\$4,634,736.32
Refuse	\$340,987.00	\$118,792.79	34.84%	\$281,500.00	\$138,571.27	49.23%	\$74,922.41	\$222,194.21
Capital Improvement	Non-Budgeted	\$1,700,256.11			\$2,093,501.94		\$837,091.13	
Police CIP Fund	Non-Budgeted	\$0.00			\$0.00		\$511.12	
General Fund Equip Reserve	Non-Budgeted	\$58,535.00			\$59,300.00		\$1,192.85	
Fire CIP Fund	Non-Budgeted	\$0.00			\$0.00		\$80,230.99	
Bonds	Non-Budgeted	\$1,016,728.38			\$131,719.57		\$2,094,644.82	
Electric Equipment Fund	Non-Budgeted	\$87,833.15			\$229,693.98		\$425,196.79	
Water Equipment Fund	Non-Budgeted	\$0.00		\$12,172.00	\$6,085.98		\$68,152.82	
Waste-water Fund	Non-Budgeted	\$0.00		\$7,500.00	\$3,750.00		\$238,821.48	
Cemetery Endowment Fund	Non-Budgeted	\$0.00	0.00%	\$0.00	\$0.00		\$47,122.01	
	\$14,452,666.00	\$8,721,580.49	60%	\$13,451,978.00	\$8,685,315.21	65%	\$6,593,404.33	\$8,594,438.15

Non-Budgeted Funds do not need budget authority just cash on hand.
Bond Fund tracks Pool Sales Tax Revenues and bond expenses when issued or refinanced.

