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CITY COUNCIL AGENDA

Tuesday, August 20, 2013
7:00 p.m.

1. CALL TO ORDER

- A. Roll Call
- B. Invocation
- C. Pledge of Allegiance

2. MAYOR AND COUNCIL REPORTS

3. STAFF REPORTS

- A. City Attorney Report
- B. City Administrator Report
 - 1. Fiscal Year 2012 Audit Report

4. PUBLIC COMMENT

- A. Janet Gengler – Safety at the river damn

4. PUBLIC HEARING

- A. Fiscal Year 2014 Budget Hearing

5. CONSENT AGENDA

- A. 8/6/2013 City Council Meeting Minutes
- B. Appropriations 8B

6. ORDINANCES

- A. None

7. RESOLUTIONS

- B. None

8. FORMAL ACTIONS

- A. Housing Grant Application
- B. Comprehensive Plan Steering Committee
- C. Fiscal Year 2014 City Budget.

9. CLOSED SESSION

- A. Attorney-Client Privileged Information

10. ADJOURNMENT

WORK SESSION AGENDA

1. CORRESPONDENCE AND STAFF REPORTS

- A. City Attorney Report
- B. City Administrator Report
- C. Treasurer's Report 2nd Quarter

2. DISCUSSION ITEMS

- A. Water Meeting

3. ADJOURNMENT

NOTE: Background information is available for review in the office of the City Clerk prior to the meeting.

The Public Comment section is to allow members of the public to address the Council on matters pertaining to any business within the scope of Council authority and not appearing on the Agenda. Kansas Statutes prohibit the Council from taking action on any item not appearing on the Agenda, except where an emergency is determined to exist.

BELOIT CITY COUNCIL MEETING MINUTES
August 6, 2013

The Beloit City Council met in regular session on August 6, 2013 in the Council Chamber. Mayor Tom Naasz called the meeting to order at 7:00 p.m. City Council members in attendance were, Frank Delka, Bob Richard, Kent Miller, Rick Brown, Lloyd Littrell, Pat Struble, Matt Otte, and Robert Petterson. Also present were City Administrator Glenn Rodden, City Attorney Katie Cheney, and City Clerk Amanda Lomax.

Department heads in attendance were Lynn Miller, Kendal Francis, Ronnie Sporleder, Heather Hartman, and Chris Jones.

Mayor Tom Naasz gave the invocation and the Pledge of Allegiance was recited.

Councilor Brown wanted to remind people about the fair this week. Councilor Brown thanked the city employees for participating in the food drive competition. Councilor Richard wanted to know about getting a caution sign by the alley behind the Farmway Credit Union. Councilor Struble said the Senior Center appreciated the flag being put up for them. Councilor Otte asked how many ATV permits have been issued so far and the amount of the past due utility accounts. City Administrator Glenn Rodden said there were approximately 8 ATV permits issued and the aging accounts for the utilities can be looked up the next day. City Attorney Katie Cheney also responded that the staff in the city office turns over past due accounts to her and that she collects if possible.

City Administrator Glenn Rodden reported on the following: 1. There is a water meeting schedule September 9th with the rural water districts seeing if there is any interest in getting water from the lake. 2. The Comprehensive Planning committee has a lot of interests and should be ready to formally approve next meeting. 3. The City of Belleville is having issues with their catalytic converters; Beloit is not having problems with the new catalytic converters. 4. The 2012 annual audit is complete and will be presented next council meeting. 5. The Clean Lines and Transmission will have a meeting August 14, 2013 at 6:00 p.m. 6. The League of Kansas Municipalities will have their conference in October.

A Public Hearing for the Housing Grant Application was held. Economic Development Director Heather Hartman talked about the process to the council. Nobody from the public commented. Public hearing started at 7:14 p.m. and ended 7:17 p.m.

The Consent Agenda consisted of July 16, 2013 Council Meeting Minutes, and appropriations 8A. A motion was made by Councilor Littrell and seconded by Councilor Petterson to approve the consent agenda in its entirety. Roll call vote yeas: Littrell, Delka, Struble, Richard, Brown, Otte, and Petterson. Nays: None. Councilor Miller abstained from voting.

Ordinance 2131 4-Way Stop Sign on 8th and Independence was presented to Council for approval. A motion was made by Councilor Brown and seconded by Councilor Richard not to approve Ordinance 2131 4-Way Stop Sign on 8th and Independence. Roll Call vote yeas: Littrell, Richard, Delka, Struble, Petterson, Otte, Brown, and Miller. Nays: None.

Staff is recommending that Council approve the 2014 Budget Hearing Publication. The Budget hearing is set for next council meeting and City Administrator Glenn Rodden went over three different mill levy options for the council. After a long discussion a motion was made by Councilor Richard and seconded by Councilor Otte to leave the mill levy the same as last year. Roll call votes yeas: Littrell, Delka, Richard, Otte, and Petterson. Nays: Struble, Brown, and Miller.

Staff is recommending that Council approve a Code of Conduct in Procurement. The Department of Commerce requires a code of conduct in procurement for grants. A motion was made by Councilor Littrell and seconded by Councilor Richard to approve the Code of Conduct in Procurement. Motion carried 8-0. Nays: None

Staff is recommending that Council approve the Purchasing Rules and Regulations Policy. This is an existing policy by has section 9 added regarding bid qualifications. A motion was made by Councilor Brown and seconded by Councilor Delka to approve the Purchasing Rules and Regulations Policy. Motion carried 8-0. Nays: None

Staff is recommending that Council approve a rental lease agreement for a Bobcat in the amount of \$1,450.00 per year. The Bobcat is for the Power Plant. A motion was made by Councilor Delka and seconded by Councilor Brown to approve the rental lease agreement for a Bobcat in the amount of \$1,450.00 per year. Motion carried 8-0. Nays: None:

A motion was made by Councilor Brown and seconded by Councilor Richard to Adjourn the Council Meeting. Motion passed 8-0. The meeting ended at 8:29 p.m.

No Work Session was scheduled.

TOM NAASZ, Mayor

ATTEST:

AMANDA LOMAX, City Clerk

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name									
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	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>	
8 ACE HARDWARE									
55048	8/22/2013	8/22/2013	80.93		8/6/2013	13250		Posted	
	51-41-6000			440040 CLEANING SUPPLIES & BATTER			21.98	0.00	
	51-41-6000			440091 CLEANING SUPPLIES & BATTER			35.97	0.00	
	51-41-6000			441153 CLEANING SUPPLIES & BATTER			22.98	0.00	
							80.93	0.00	
55095	8/22/2013	8/22/2013	218.75		7/8/2013	13365		Posted	
	53-41-6000			441327 PAINT, ROLLERS & SUPPLIES			53.48	0.00	
	53-41-6000			440901 PAINT, ROLLERS & SUPPLIES			16.99	0.00	
	53-41-6000			439928 PAINT, ROLLERS & SUPPLIES			49.39	0.00	
	53-41-6000			440950 PAINT, ROLLERS & SUPPLIES			54.44	0.00	
	53-41-6000			441570 PAINT, ROLLERS & SUPPLIES			29.98	0.00	
	53-41-6000			441692 PAINT, ROLLERS & SUPPLIES			14.47	0.00	
							218.75	0.00	
55110	8/22/2013	8/22/2013	13.47	44175	8/8/2013	16349		Posted	
	53-43-6000			CLIP			13.47	0.00	
55162	8/22/2013	8/22/2013	8.99	441407	8/14/2013	13930		Posted	
	10-18-6000			GLUE			8.99	0.00	
55196	8/22/2013	8/22/2013	76.77		7/24/2013	15146		Posted	
	10-11-4300			440875 BUILD MANTENCE			3.27	0.00	
	10-11-4300			441162 BUILD MANTENCE			7.49	0.00	
	10-11-4300			441332 BUILD MANTENCE			6.58	0.00	
	10-11-4300			441597 BUILD MANTENCE			0.00	2.00	
	10-11-4300			441596 BUILD MANTENCE			9.58	0.00	
	10-11-4300			441190 BUILD MANTENCE			6.40	0.00	
	10-11-4300			441796 BUILD MANTENCE			7.99	0.00	
	10-11-4300			441820 BUILD MANTENCE			31.47	0.00	
	10-11-4300			442076 BUILD MANTENCE			5.99	0.00	
							78.77	2.00	
9 ACKERMAN SUPPLY									
55043	8/22/2013	8/22/2013	222.61		7/10/2013	13359		Posted	
	53-41-4360			226510 CLEANER , CUTTER, GLOVES &			41.96	0.00	
	53-41-4360			226495 CLEANER , CUTTER, GLOVES &			44.89	0.00	
	53-41-4360			226916 CLEANER , CUTTER, GLOVES &			109.78	0.00	
	53-41-4360			227172 CLEANER , CUTTER, GLOVES &			25.98	0.00	
							222.61	0.00	
11 ADVANCE INSURANCE COMPANY									
55068	8/22/2013	8/22/2013	718.80		8/5/2013	15125		Posted	
	21-00-2100			AUGUST 2013 LIFE INS.			718.80	0.00	
2576 AFFILIATED COMPUTER SERVICES									
55101	8/22/2013	8/22/2013	110.00	926893	7/11/2013	15142		Posted	
	10-14-5410			CONTRACT RENEWAL			110.00	0.00	
21 ALCO-DUCKWALL STORES INC									
55042	8/22/2013	8/22/2013	81.52		7/15/2013	13360		Posted	
	53-41-6000			22109130 WATER & WATER COOLER &			34.99	0.00	
	53-41-6000			22109129 WATER & WATER COOLER &			46.53	0.00	
							81.52	0.00	
55077	8/22/2013	8/22/2013	59.99	221096161	7/26/2013	13882		Posted	
	10-13-6000			SUPPLIES			59.99	0.00	
55193	8/22/2013	8/22/2013	123.48		7/11/2013	16275		Posted	
	10-11-6000			22109121 OFFICE SUPPLIES			65.84	0.00	
	10-11-6000			22109157 OFFICE SUPPLIES			41.90	0.00	
	10-11-6000			22109178 OFFICE SUPPLIES			15.74	0.00	
							123.48	0.00	
2272 APPLIED CONCEPTS, INC.									
55081	8/22/2013	8/22/2013	62.80	238698	7/10/2013	13878		Posted	
	10-13-7440			PARTS & LABOR			62.80	0.00	
2534 ASPHALT & FUEL SUPPLY, LLC									
55063	8/22/2013	8/22/2013	17,994.36	37315	7/31/2013	16382		Posted	
	25-00-6090			MC 800			17,994.36	0.00	

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	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
2032 AT&T (continued)								
55105	8/22/2013	8/22/2013	147.72		8/12/2013	16447		Posted
	10-19-5310			PHONE SERVICES			147.72	0.00
55106	8/22/2013	8/22/2013	80.00		8/12/2013	16445		Posted
	10-13-5310			PD PHONE SERVICES			80.00	0.00
55147	8/22/2013	8/22/2013	780.30		8/12/2013	16448		Posted
	52-41-5310			PHONE SERVICES			87.84	0.00
	10-11-5310			PHONE SERVICES			692.46	0.00
							<u>780.30</u>	<u>0.00</u>
2535 MARK BEALS								
55075	8/22/2013	8/22/2013	56.00		8/7/2013	15027		Posted
	52-43-5800			PER DIEM FOR CONFERENCE			56.00	0.00
66 BELOIT COUNTRY CLUB								
55131	8/22/2013	8/22/2013	48.00		7/31/2013	16472		Posted
	10-11-3000			DINING ROOM RENTAL			48.00	0.00
80 BELOIT TYPEWRITER EXCHANGE								
55050	8/22/2013	8/22/2013	54.60	306086	7/23/2013	13248		Posted
	51-41-6110			OFFICE SUPPLIES			54.60	0.00
55074	8/22/2013	8/22/2013	18.94	306177	8/5/2013	16338		Posted
	53-43-6110			OFFICE SUPPLIES			18.94	0.00
55123	8/22/2013	8/22/2013	45.97	268090	8/13/2013	16350		Posted
	53-43-6110			OFFICE SUPPLIES			45.97	0.00
55165	8/22/2013	8/22/2013	31.99	268106	8/14/2013	13929		Posted
	10-17-6800			PRINTER CARTRIDGE			31.99	0.00
55194	8/22/2013	8/22/2013	132.95		7/12/2013	15136		Posted
	10-11-6110			307208 OFFICE SUPPLIES			8.00	0.00
	10-11-6110			306107 OFFICE SUPPLIES			8.97	0.00
	10-11-6110			306124 OFFICE SUPPLIES			19.99	0.00
	10-11-6110			306150 OFFICE SUPPLIES			95.99	0.00
							<u>132.95</u>	<u>0.00</u>
88 BLUE CROSS & BLUE SHIELD INSURANCE								
55067	8/22/2013	8/22/2013	66,669.90		8/5/2013	13739		Posted
	21-00-2100			AUGUST 2013 HEALTH INS. PREMIUMS			66,669.90	0.00
91 BOETTCHER SUPPLY INC								
55088	8/22/2013	8/22/2013	14.04	813583-1	8/6/2013	16342		Posted
	53-43-6000			SAWZALL BLADE			14.04	0.00
55097	8/22/2013	8/22/2013	627.46		8/7/2013	13362		Posted
	53-41-4360			813883-1 SUPPLIES			51.25	0.00
	53-41-4360			812817-1 SUPPLIES			72.50	0.00
	53-41-4360			812818-1 SUPPLIES			10.06	0.00
	53-41-4360			809778-1 SUPPLIES			300.00	0.00
	53-41-4360			810402-1 SUPPLIES			11.62	0.00
	53-41-4360			809508-1 SUPPLIES			182.03	0.00
							<u>627.46</u>	<u>0.00</u>
55108	8/22/2013	8/22/2013	63.28	814343-1	8/9/2013	15030		Posted
	52-43-6000			COUPLING			63.28	0.00
55109	8/22/2013	8/22/2013	112.20	813854-1	8/7/2013	15029		Posted
	51-43-6000			COPPER WIRE			112.20	0.00
55145	8/22/2013	8/22/2013	20.33	814840-1	8/12/2013	16354		Posted
	53-43-6000			CONDUIT			20.33	0.00
55157	8/22/2013	8/22/2013	40.97	814812-1	8/12/2013	13923		Posted
	10-21-6190			POPCORN			40.97	0.00
102 BROWN'S ELECTRONICS, INC								
55045	8/22/2013	8/22/2013	27.03	54118	8/6/2013	13355		Posted
	53-41-4360			AC PHONE CHARGER			27.03	0.00
1258 BUMPER TO BUMPER AUTO PARTS								
55085	8/22/2013	8/22/2013	26.57		8/7/2013	13874		Posted
	10-13-4310			615295 OIL FILTERS			14.67	0.00
	10-13-4310			613226 OIL FILTERS			11.90	0.00
							<u>26.57</u>	<u>0.00</u>

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1091 CARD SERVICES (continued)													
55183	8/22/2013	8/22/2013	2,148.47		7/31/2013	16485			Posted				
	51-41-5320						5.60	0.00					
	52-43-6260						39.00	0.00					
	51-41-6000						106.62	0.00					
	51-41-5320						39.62	0.00					
	52-43-6000						50.00	0.00					
	53-43-6260						52.00	0.00					
	52-41-6260						48.85	0.00					
	52-41-7490						1,749.78	0.00					
	51-41-3000						57.00	0.00					
							<u>2,148.47</u>	<u>0.00</u>					
55184	8/22/2013	8/22/2013	55.54		7/31/2013	16484			Posted				
	10-11-6260						55.54	0.00					
55185	8/22/2013	8/22/2013	115.15		7/31/2013	16483			Posted				
	10-11-4300						45.65	0.00					
	10-21-7440						69.50	0.00					
							<u>115.15</u>	<u>0.00</u>					
55198	8/22/2013	8/22/2013	1,447.18		8/16/2013	16486			Posted				
	10-13-5800						9.60	0.00					
	10-13-2911						347.84	0.00					
	10-13-6000						66.31	0.00					
	10-13-2911						554.91	0.00					
	10-13-6260						40.07	0.00					
	10-13-5800						41.50	0.00					
	10-13-5800						8.95	0.00					
	10-13-5800						71.25	0.00					
	10-13-5800						78.20	0.00					
	10-13-6000						208.89	0.00					
	10-13-5800						19.66	0.00					
							<u>1,447.18</u>	<u>0.00</u>					
124 CARRICO IMPLEMENT													
55090	8/22/2013	8/22/2013	3.53	IA51309	8/2/2013	16340			Posted				
	53-43-4330			CHAIN LINK			3.53	0.00					
55158	8/22/2013	8/22/2013	50.79		8/1/2013	13927			Posted				
	10-20-4330			IA 51225 ACCELERATOR COND.			67.82	0.00					
	10-20-4330			IA51307 CREDIT ACCELERATOR			0.00	17.03					
							<u>67.82</u>	<u>17.03</u>					
55163	8/22/2013	8/22/2013	1.40	IA 48401	7/28/2013	09745			Posted				
	52-41-4360			WASHER			1.40	0.00					
126 CATLIN'S FRIENDLY APPELMARKET													
55041	8/22/2013	8/22/2013	142.95		8/7/2013	13361			Posted				
	53-41-6000			0002100018362 WATER & SUPPLIES			37.88	0.00					
	53-41-6000			0002100013160 WATER & SUPPLIES			19.86	0.00					
	53-41-6000			0002100019785 WATER & SUPPLIES			57.43	0.00					
	53-41-6000			0002100012438 WATER & SUPPLIES			19.86	0.00					
	53-41-6000			0002100018142 WATER & SUPPLIES			7.92	0.00					
							<u>142.95</u>	<u>0.00</u>					
55049	8/22/2013	8/22/2013	11.88	0002100018589	7/18/2013	13249			Posted				
	51-41-6000			ICE			11.88	0.00					
55113	8/22/2013	8/22/2013	20.15	0002100025613	8/13/2013	16346			Posted				
	53-43-6000			WATER			20.15	0.00					
55156	8/22/2013	8/22/2013	28.08		8/14/2013	13922			Posted				
	10-21-6190			0002100058207 CONCESSIONS			5.16	0.00					
	10-21-6190			0002100013558 CONCESSIONS			13.40	0.00					
	10-21-6190			006073290829 CONCESSIONS			9.52	0.00					
							<u>28.08</u>	<u>0.00</u>					
1200 CHEMQUEST, INC.													
55070	8/22/2013	8/22/2013	3,245.00	3226	7/9/2013	13352			Posted				
	53-41-6170			DRS-575			3,245.00	0.00					
2418 LAW OFFICE OF KATIE J CHENEY													
55143	8/22/2013	8/22/2013	95.60	674	8/12/2013	16459			Posted				
	10-11-3000			OFFICE SUPPLIES			95.60	0.00					

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1771	CIVICPLUS (continued)									
55151		8/22/2013	8/22/2013		192.00	141720	8/1/2013	16456		Posted
		10-11-3360				ANNUAL FEE AUG- SEPT 2013			192.00	0.00
1272	CLUBINE & RETTELE									
55148		8/22/2013	8/22/2013		8,115.27		6/28/2013	16470		Posted
		10-11-3310				AUDIT REPORT 2012			2,840.35	0.00
		22-00-2020				AUDIT REPORT 2012			405.76	0.00
		53-41-3310				AUDIT REPORT 2012			2,434.58	0.00
		51-41-3310				AUDIT REPORT 2012			1,623.05	0.00
		52-41-3310				AUDIT REPORT 2012			811.53	0.00
									8,115.27	0.00
55149		8/22/2013	8/22/2013		1,200.00		8/14/2013	16477		Posted
		10-22-3000				AUG SERVICE CONTRACT			1,200.00	0.00
158	COMPUTER SOLUTIONS INC									
55144		8/22/2013	8/22/2013		36.95	160556	8/9/2013	16353		Posted
		53-43-6110				ANNUAL			36.95	0.00
431	CONTINENTAL ANALYTICAL SERVICE									
55188		8/22/2013	8/22/2013		395.00	148837	7/26/2013	15183		Posted
		52-41-3000				PLANT SAMPLE ANALYSES			395.00	0.00
193	DOLLAR GENERAL STORE-MSC-410526									
55192		8/22/2013	8/22/2013		53.00		7/12/2013	16279		Posted
		10-11-4300				1000217439 BUILDING MAINTANCE			10.50	0.00
		10-11-4300				1000218273 BUILDING MAINTANCE			14.00	0.00
		10-11-4300				1000224470 BUILDING MAINTANCE			9.00	0.00
		10-11-4300				1000226386 BUILDING MAINTANCE			19.50	0.00
									53.00	0.00
208	HENRY EILERT									
55044		8/22/2013	8/22/2013		90.00	222630	7/20/2013	13356		Posted
		53-41-2911				BOOT REIMBURESEMENT			90.00	0.00
2053	EMG, INC									
55130		8/22/2013	8/22/2013		1,211.80	3327	8/5/2013	16473		Posted
		53-41-3000				ENERGY CONSULTING AGREEMENT			1,211.80	0.00
2515	F & A FOOD SALES, INC.									
55154		8/22/2013	8/22/2013		1,314.76		7/31/2013	13918		Posted
		10-21-6190				1324367 CONCESSIONS			293.54	0.00
		10-21-6190				1326192 CONCESSIONS			303.90	0.00
		10-21-6190				1328137 CONCESSIONS			429.25	0.00
		10-21-6190				1330003 CONCESSIONS			288.07	0.00
									1,314.76	0.00
236	FOUTS INSURANCE AGENCY INC.									
55141		8/22/2013	8/22/2013		25.00	150208	8/12/2013	16461		Posted
		53-41-5220				LEASING INSURANCE			25.00	0.00
1934	GEISLER ROOFING INC									
55191		8/22/2013	8/22/2013		3,750.00		7/31/2013	16480		Posted
		10-11-4300				roof maintenance			3,750.00	0.00
2274	GREAT PLAINS EQUIPMENT SUPPLY									
55152		8/22/2013	8/22/2013		822.00	7782	8/7/2013	13257		Posted
		30-00-8100				GRASS SEED FOR WATER PROJECT			822.00	0.00
2663	HANNAH:KEELAN ASSOCIATES P.C.									
55127		8/22/2013	8/22/2013		7,500.00		8/6/2013	16476		Posted
		10-11-3000				PROFESSIONAL SERVICES			7,500.00	0.00
2573	HEATHER HARTMAN									
55107		8/22/2013	8/22/2013		116.52		8/10/2013	08652		Posted
		26-00-5310				VERIZON REPAYMENT			116.52	0.00
2517	HQH2O INC.									
55083		8/22/2013	8/22/2013		17.25		8/7/2013	13876		Posted
		10-13-6110				140573 WATER			11.50	0.00
		10-13-6110				140814 WATER			5.75	0.00
									17.25	0.00

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2359	KANSAS CORPORATION COMMISSION (continued)									
55150		8/22/2013	8/22/2013		192.56		8/14/2013	16478		Posted
		10-11-3000				Katie Cheney - 1409 N Bell			64.40	0.00
		10-11-3000				Frasier/Johnson - 116 N Hersey			67.33	0.00
		10-11-3000				Darwin Wiles - 627 E 3rd			60.83	0.00
									192.56	0.00
2133	KANSAS GAS SERVICE									
55116		8/22/2013	8/22/2013		314.46		8/12/2013	16455		Posted
		53-41-5210				POWER			59.16	0.00
		10-22-6210				AIRPORT			40.38	0.00
		10-15-6210				STREET			47.58	0.00
		10-11-6210				ADMIN			39.59	0.00
		51-41-6210				WATER			38.50	0.00
		10-18-6210				PARK			30.08	0.00
		51-43-6210				SYSTEMS OP			19.72	0.00
		52-43-6210				SYSTEMS OP			19.72	0.00
		53-43-6210				SYSTEMS OP			19.73	0.00
									314.46	0.00
55117		8/22/2013	8/22/2013		1,013.80		8/12/2013	16449		Posted
		53-41-6210				215 S CHESTNUT			1,013.80	0.00
55118		8/22/2013	8/22/2013		47.58		8/12/2013	16451		Posted
		51-43-6210				416 E 12TH			11.90	0.00
		52-43-6210				416 E 12TH			11.90	0.00
		53-43-6210				416 E 12TH			11.89	0.00
		10-13-6210				416 E 12TH			11.89	0.00
									47.58	0.00
55119		8/22/2013	8/22/2013		244.65		8/12/2013	16454		Posted
		10-19-6210				1720 N HERSEY AVE			244.65	0.00
55120		8/22/2013	8/22/2013		60.08		8/12/2013	16453		Posted
		53-43-6210				502 E 12 BLDG B GENE			60.08	0.00
55121		8/22/2013	8/22/2013		40.47		8/12/2013	16450		Posted
		10-14-6210				601 N MILL			40.47	0.00
55122		8/22/2013	8/22/2013		32.53		8/12/2013	16450		Posted
		51-41-6210				215 B S CHESTNUT			32.53	0.00
923	KANSAS MUNICIPAL ENERGY AGENCY									
55124		8/22/2013	8/22/2013		4,108.57	BE-PP-GAS-2013-	7/17/2013	13347		Posted
		53-41-6210				MANAGEMENT PROJECT			4,108.57	0.00
370	KANSAS ONE CALL SYSTEM INC									
55134		8/22/2013	8/22/2013		58.80	3070166	7/31/2013	16468		Posted
		53-43-3000				LOCATES			19.60	0.00
		51-43-3000				LOCATES			19.60	0.00
		52-43-3000				LOCATES			19.60	0.00
									58.80	0.00
486	KDHE-BUREAU OF WATER									
55066		8/22/2013	8/22/2013		18,175.81		7/31/2013	13740		Posted
		51-45-9802				KDHE LOAN FOR AMRS			12,748.14	0.00
		51-45-9801				KDHE LOAN FOR AMRS			5,427.67	0.00
									18,175.81	0.00
2042	KMEA EMP2 OPERATING ACCOUNT									
55072		8/22/2013	8/22/2013		115,814.51	EMP2-BE-2013-06	7/16/2013	13349		Posted
		53-41-6220				ENERGY MANAGEMENT PROJECT #2 B			115,814.51	0.00
389	KOHLER'S GARAGE									
55052		8/22/2013	8/22/2013		13.80	83423	7/18/2013	14761		Posted
		10-15-4310				IRON			13.80	0.00
395	KRIZ-DAVIS CO									
55086		8/22/2013	8/22/2013		699.02	S100658689.001	7/31/2013	16344		Posted
		53-43-6000				KIT, BRACKETS, CONNECTORS			699.02	0.00
2435	LARSON CONSTRUCTION, INC									
55058		8/22/2013	8/22/2013		17,630.00	2398B	5/21/2013	16337		Posted
		53-43-8300				BORING UNDER THE RIVER			17,630.00	0.00

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1037 LATTIN AVIATION-TRAVIS LATTIN (continued)								
55197	8/22/2013	8/22/2013	1,200.00		8/14/2013	16477		Posted
	10-22-3000			AUG 2013 SERVICE			1,200.00	0.00
188 LAWSON PRODUCTS INC								
55111	8/22/2013	8/22/2013	58.74	9301836396	8/13/2013	16348		Posted
	53-43-6000			BRAKE CLEANER & SUPPLIES			58.74	0.00
405 LEAGUE OF KS MUNICIPALITIES								
55133	8/22/2013	8/22/2013	267.34	13-2195	8/2/2013	16469		Posted
	10-11-6000			STANDARD TRAFFIC ORDANCE BOOKS			267.34	0.00
409 LIGHT & WATER UTILITIES								
55168	8/22/2013	8/22/2013	38,234.96		8/14/2013	16479		Posted
	10-11-6220			ADMIN			1,958.48	0.00
	10-11-6220			ADMIN SHARE			7.66	0.00
	10-13-6220			PD SHARE			7.67	0.00
	51-41-6220			WATER SHARE			7.67	0.00
	10-14-6220			FIRE DEPT			248.97	0.00
	10-15-6220			TRANSPORTATION			517.35	0.00
	10-18-6220			PARKS & REC			9,089.06	0.00
	10-20-6220			CEMETERY			141.15	0.00
	10-22-6220			AIRPORT			341.90	0.00
	51-41-6220			WATER PLANT			5,299.36	0.00
	52-41-6220			SEWER PLANT			9,439.22	0.00
	53-41-6220			POWER PLANT			808.47	0.00
	51-43-6220			WATER SYSTEMS			172.32	0.00
	52-43-6220			SEWER SYSTEMS			172.32	0.00
	53-43-6220			SYSTEMS OP SHARE			172.32	0.00
	51-43-6220			SYSTEMS OP SHARE			29.70	0.00
	52-43-6220			SYSTEMS OP SHARE			29.70	0.00
	53-43-6220			SYSTEMS OP SHARE			29.70	0.00
	10-13-6220			PD SHARE			29.71	0.00
	53-43-6220			ELECTRIC SYSTEMS			60.13	0.00
	10-19-6220			NORTH CAMPUS			6,843.47	0.00
	10-21-6220			POOL			2,828.63	0.00
							<u>38,234.96</u>	<u>0.00</u>
2511 LIVINGSTON MICROGRAPHICS, LLC								
55189	8/22/2013	8/22/2013	536.41	8929	8/3/2013	09749		Posted
	52-41-4360			JACKETS			536.41	0.00
1897 MAIN ST MARKET & DELI								
55099	8/22/2013	8/22/2013	175.74	327567	7/25/2013	13358		Posted
	53-41-3000			MEALS FOR MEETING			175.74	0.00
428 MAR KAN SALES CO								
55153	8/22/2013	8/22/2013	775.80		8/14/2013	13919		Posted
	10-21-6190			179863 CONCESSIONS			528.70	0.00
	10-21-6190			181455 CONCESSIONS			247.10	0.00
							<u>775.80</u>	<u>0.00</u>
2118 MID KANSAS CYLINDER HEAD								
55102	8/22/2013	8/22/2013	3,018.24	13-3124	7/24/2013	13351		Posted
	53-41-4360			REPAIRS			3,018.24	0.00
459 MISSISSIPPI LIME CO								
55047	8/22/2013	8/22/2013	4,824.04	1095485	7/31/2013	13243		Posted
	51-41-6170			24.01 TON OF LIME			4,824.04	0.00
470 MITCHELL COUNTY SOLID WASTE								
55040	8/22/2013	8/22/2013	8.40	2968	5/8/2013	13253		Posted
	51-41-7490			REMOVAL OF PALLETS AND BUCKETS			8.40	0.00
55060	8/22/2013	8/22/2013	8.10	020535	8/2/2013	15024		Posted
	51-43-6000			LANDFILL CHARGE			8.10	0.00
55096	8/22/2013	8/22/2013	8.00	03026	7/8/2013	13363		Posted
	53-41-4360			DISPOSAL			8.00	0.00

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470	MITCHELL COUNTY SOLID WASTE (continued)										
55159	8/22/2013	8/22/2013	51.90		8/14/2013	13925				Posted	
	10-19-4300			020593 DISPOSAL					10.80	0.00	
	10-19-4300			020591 DISPOSAL					17.10	0.00	
	10-19-4300			03057 DISPOSAL					24.00	0.00	
									<u>51.90</u>	<u>0.00</u>	
2648	MOSHER, ADAM										
55076	8/22/2013	8/22/2013	56.00		8/7/2013	15028				Posted	
	52-43-5800			PER DIEM FOR CONFERENCE					56.00	0.00	
2480	MUELLER SYSTEMS, LLC										
55098	8/22/2013	8/22/2013	2,952.00	2674652	7/23/2013	13256				Posted	
	51-41-7490			RADIO NODES					2,952.00	0.00	
342	MUNICIPAL SUPPLY INC. OF NEBRASKA										
55061	8/22/2013	8/22/2013	1,847.72	0536472-IN	7/17/2013	15025				Posted	
	30-00-8100			MUELLER 5 1/4 3 WAY BURY					1,847.72	0.00	
2447	NCK COMMERCIAL LAUNDRY INC										
55084	8/22/2013	8/22/2013	170.14		7/13/2013	13875				Posted	
	10-13-3300			215611 LAUNDRY SERVICES					56.99	0.00	
	10-13-3300			216131 LAUNDRY SERVICES					113.15	0.00	
									<u>170.14</u>	<u>0.00</u>	
499	NCKTC										
55071	8/22/2013	8/22/2013	1,600.00		7/15/2013	13350				Posted	
	53-41-4360			2078 CDL CLASSES					800.00	0.00	
	53-41-4360			2082 CDL CLASSES					800.00	0.00	
									<u>1,600.00</u>	<u>0.00</u>	
494	NEBRASKA MUNICIPAL POWER POOL										
55135	8/22/2013	8/22/2013	91.16	27320	8/13/2013	16467				Posted	
	10-11-6000			DOOR HANGERS					91.16	0.00	
772	STEVE NELSON										
55092	8/22/2013	8/22/2013	90.00	224459	8/5/2013	13357				Posted	
	53-41-2911			WORK BOOTS					90.00	0.00	
827	NETWORKS PLUS										
55136	8/22/2013	8/22/2013	363.25	141412	7/27/2013	16466				Posted	
	10-13-3000			TECHNICAL SERVICES PD					363.25	0.00	
55137	8/22/2013	8/22/2013	265.00	141669	8/13/2013	16458				Posted	
	10-13-3360			PD SERVICE CONTRACT					265.00	0.00	
55138	8/22/2013	8/22/2013	265.00	141668	8/15/2013	16457				Posted	
	10-11-3360			SERVICE CONTRACT					265.00	0.00	
55139	8/22/2013	8/22/2013	485.25	141413	7/27/2013	16465				Posted	
	10-11-3000			TECHNICAL SERVICES					485.25	0.00	
55140	8/22/2013	8/22/2013	60.00	141330	7/30/2013	16464				Posted	
	10-11-3360			JULY 2013 BACKUP					60.00	0.00	
1135	PAVING MAINTENANCE SUPPLY										
55053	8/22/2013	8/22/2013	2,088.00	10128664	7/16/2013	14764				Posted	
	25-00-6000			WHITE TRAFFIC PAINT					2,088.00	0.00	
523	PEPSI COLA OF SALINA										
55155	8/22/2013	8/22/2013	720.00		8/14/2013	13920				Posted	
	10-21-6190			41320259 POP					210.00	0.00	
	10-21-6190			41320355 POP					225.00	0.00	
	10-21-6190			41320473 POP					75.00	0.00	
	10-21-6190			41320583 POP					105.00	0.00	
	10-21-6190			41320685 POP					105.00	0.00	
									<u>720.00</u>	<u>0.00</u>	
1339	PRINT-5										
55142	8/22/2013	8/22/2013	693.43	54243	7/3/2013	16460				Posted	
	10-11-6110			TIME CARDS & SUPPLIES					693.43	0.00	
2425	PROTOCOL, LLC										
55078	8/22/2013	8/22/2013	364.00		7/24/2013	13881				Posted	
	10-13-5310			AUGUST PAYMENT					364.00	0.00	

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321 RICOH USA, INC (continued)								
55132	8/22/2013	8/22/2013	1,211.86	90456625	7/31/2013	16471		Posted
	10-11-3000				RENTAL AGREEMENT FOR COPIER		1,211.86	0.00
575 SAGE PRODUCTS								
55087	8/22/2013	8/22/2013	179.90	0048937-IN	7/29/2013	16343		Posted
	51-43-6000				SUPPLIES		59.97	0.00
	52-43-6000				SUPPLIES		59.97	0.00
	53-43-6000				SUPPLIES		59.96	0.00
							179.90	0.00
94 SCHENDEL PEST CONTROL								
55089	8/22/2013	8/22/2013	50.00		8/8/2013	16341		Posted
	51-43-3000				SPRAYING 502 E 12		16.67	0.00
	52-43-3000				SPRAYING 502 E 12		16.67	0.00
	53-43-3000				SPRAYING 502 E 12		16.66	0.00
							50.00	0.00
2338 SCHOEN SIGNS & GRAPHICS								
55079	8/22/2013	8/22/2013	170.00	251	7/27/2013	13880		Posted
	10-13-7420				LETTERING		170.00	0.00
607 SHAMBURG OIL COMPANY								
55056	8/22/2013	8/22/2013	68.88		7/30/2013	14767		Posted
	10-15-6270				385906 PROPANE		13.30	0.00
	10-15-6270				385982 PROPANE		55.58	0.00
							68.88	0.00
55059	8/22/2013	8/22/2013	38.00		7/29/2013	13247		Posted
	10-11-6000				385556 PROPANE -GRILL		19.00	0.00
	10-11-6000				385786 PROPANE -GRILL		19.00	0.00
							38.00	0.00
55114	8/22/2013	8/22/2013	86.00	387563	8/9/2013	15031		Posted
	51-43-6270				FUEL		86.00	0.00
55115	8/22/2013	8/22/2013	260.20		8/13/2013	16345		Posted
	53-43-6270				38694 FUEL		136.00	0.00
	53-43-6270				386546 FUEL		124.20	0.00
							260.20	0.00
626 SOLOMON VALLEY HOME CENTER								
55046	8/22/2013	8/22/2013	74.50	10307777	6/20/2013	16462		Posted
	25-00-6130				JOINT		74.50	0.00
55054	8/22/2013	8/22/2013	154.50		8/1/2013	14765		Posted
	30-00-6130				10308697 NAILS, JOINTS & SUPPLIES		10.92	0.00
	30-00-6130				10309589 NAILS, JOINTS & SUPPLIES		105.49	0.00
	30-00-6130				10309690 NAILS, JOINTS & SUPPLIES		9.29	0.00
	30-00-6130				10309692 NAILS, JOINTS & SUPPLIES		0.43	0.00
	30-00-6130				10309939 NAILS, JOINTS & SUPPLIES		14.38	0.00
	30-00-6130				10310040 NAILS, JOINTS & SUPPLIES		13.99	0.00
							154.50	0.00
55091	8/22/2013	8/22/2013	3.99	10311324	8/7/2013	16339		Posted
	53-43-6000				MOTAR REPAIR		3.99	0.00
55093	8/22/2013	8/22/2013	40.43		6/17/2013	13364		Posted
	53-41-4360				10307513 DESK FAN , TUBE		17.44	0.00
	53-41-4360				10308153 DESK FAN , TUBE		22.99	0.00
							40.43	0.00
55094	8/22/2013	8/22/2013	315.53		8/7/2013	13366		Posted
	53-41-4300				10308992 PIPE, FITTINGS & SUPPLIES		27.00	0.00
	53-41-4300				10309114 PIPE, FITTINGS & SUPPLIES		103.76	0.00
	53-41-4300				10310085 PIPE, FITTINGS & SUPPLIES		58.43	0.00
	53-41-4300				10310156 PIPE, FITTINGS & SUPPLIES		92.55	0.00
	53-41-4300				10308904 PIPE, FITTINGS & SUPPLIES		33.79	0.00
							315.53	0.00
55146	8/22/2013	8/22/2013	16.27	10311249	8/7/2013	16351		Posted
	53-43-6130				CAULKING GUN		16.27	0.00
55161	8/22/2013	8/22/2013	21.69	10307097	6/11/2013	13926		Posted
	10-18-4300				ACQ 2X12		21.69	0.00

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626 SOLOMON VALLEY HOME CENTER (continued)										
55195	8/22/2013	8/22/2013	252.05		7/15/2013	16270				Posted
	10-11-4300			10309397	BUILDING MANTENCE			44.47		0.00
	10-11-4300			10309256	BUILDING MANTENCE			92.93		0.00
	10-11-4300			10309582	BUILDING MANTENCE			37.05		0.00
	10-11-4300			10310068	BUILDING MANTENCE			24.75		0.00
	10-11-4300			10309825	BUILDING MANTENCE			11.87		0.00
	10-11-4300			10310263	BUILDING MANTENCE			33.99		0.00
	10-11-4300			10310530	BUILDING MANTENCE			6.99		0.00
								<u>252.05</u>		<u>0.00</u>
628 SOLOMON VALLEY VET HOSPITAL PA										
55065	8/22/2013	8/22/2013	50.00		7/5/2013	13867				Posted
	10-12-3000				RESTITUTION DUE ON CASE 20130019€			50.00		0.00
55082	8/22/2013	8/22/2013	347.82	219740	7/31/2013	13877				Posted
	10-13-3510				VET SERVICES			347.82		0.00
55129	8/22/2013	8/22/2013	459.36		7/31/2013	16474				Posted
	10-11-3500				VET SERVICES			459.36		0.00
1919 SPECIALTY POOL PRODUCTS										
55190	8/22/2013	8/22/2013	250.93	002955588	8/6/2013	15179				Posted
	52-41-6170				CHLORINE TABLETS			250.93		0.00
846 STAN'S PETROLEUM EQUIPMENT INC										
55055	8/22/2013	8/22/2013	291.95	11027	7/15/2013	14766				Posted
	10-22-6000				FUEL PUMP REPAIR & CLUTCH & SULLI			291.95		0.00
643 STANION WHSE ELECTRIC COMPANY										
55112	8/22/2013	8/22/2013	919.94		8/8/2013	16347				Posted
	53-43-6000			3464603-00	HUB KIT & SUPPLIES			185.05		0.00
	53-43-6000			3461936-01	HUB KIT & SUPPLIES			114.85		0.00
	53-43-6000			3461936-00	HUB KIT & SUPPLIES			148.61		0.00
	53-43-6000			3459344-00	HUB KIT & SUPPLIES			471.43		0.00
								<u>919.94</u>		<u>0.00</u>
2473 TREVOR STUMMA										
55125	8/22/2013	8/22/2013	90.00		8/5/2013	15026				Posted
	52-43-2911				BOOT REIMBERSMENT			90.00		0.00
423 SUNNYVIEW CUSTOM DESIGNS										
55164	8/22/2013	8/22/2013	120.00	132807	8/14/2013	13928				Posted
	10-17-6800				WALK FIT - T-SHIRTS			120.00		0.00
673 THOMPSON'S OK TIRE, INC										
55057	8/22/2013	8/22/2013	340.71	69948	7/1/2013	14768				Posted
	10-15-6140				TIRE			340.71		0.00
201 THYSSENKRUPP ELEVATOR										
55062	8/22/2013	8/22/2013	294.00	3000676007	8/5/2013	16444				Posted
	10-11-3000				ELEVATOR MAINTENANCE			294.00		0.00
1163 TMHC SERVICES INC										
55187	8/22/2013	8/22/2013	1,531.50	180125	7/31/2013	16481				Posted
	10-11-3000				EMPLOYEE ASSISTANCE PROGRAM			271.50		0.00
	10-21-3000				EMPLOYEE ASSISTANCE PROGRAM			1,260.00		0.00
								<u>1,531.50</u>		<u>0.00</u>
2067 VERIZON WIRELESS SERVICES, LLC										
55080	8/22/2013	8/22/2013	147.00	2938910092	8/4/2013	13879				Posted
	10-13-5310				CELL SERVICE FOR PD			147.00		0.00
55128	8/22/2013	8/22/2013	45.24		8/13/2013	16475				Posted
	10-18-5310				PARK & REC ON CALL			45.24		0.00
2629 WAGeworks										
55186	8/22/2013	8/22/2013	77.00	125A10261065	8/19/2013	16482				Posted
	10-11-3000				FSA MONTHLY FEE			77.00		0.00
722 WATTS AND SON										
55160	8/22/2013	8/22/2013	215.01	912	8/6/2013	13924				Posted
	10-19-4300				CONDENSER MOTOR			215.01		0.00

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name

Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status
	Account#	Work Order			Description		Debit	Credit
2288 WILSON & COMPANY (continued)								
55069	8/22/2013	8/22/2013	433.60	78623	5/1/2013	13353		Posted
	53-41-3000				PROFESSIONAL SERVICES FOR ENDIN		433.60	0.00
758 ZEP INC.								
55064	8/22/2013	8/22/2013	172.91	9000433598	7/30/2013	16383		Posted
	10-15-6000				CENTER PULL TOWELLS		172.91	0.00
55100	8/22/2013	8/22/2013	255.04	9000433600	7/30/2013	13354		Posted
	53-41-6000				CHOKE & CLEANER		255.04	0.00
2474 ZIG'S BACKHOE SERVICE, LLC								
55126	8/22/2013	8/22/2013	6,969.00	3040	8/12/2013	16384		Posted
	30-00-3000				DEMO OF AIRPORT HANGER		6,969.00	0.00
			356,656.06	139 Non-voided payables listed.				

Report Setup

AP - Accounts Payable Listing : Vendor Name

Filter Options

Starting: 8/22/2013

Ending: 8/22/2013

Banks: All

Payable Status: Posted, Printed, ACH, Recorded, Voided

All Vendors Selected

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



Tel No (785) 738-3551
Fax No (785) 738-2517
Email beloit@nckcn.com

Request For Public Comment

Request to make a public comment during a scheduled City of Beloit Council Meeting.

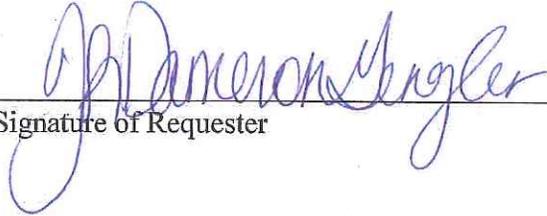
Name of Requester: Janet Dameron Gengler

Address: 118 N Central, Beloit Telephone No. 738 6436

Council Meeting to Attend: 8/20/13

Comment Detail: safety@ river dam

_____ (use reverse side if necessary).


Signature of Requester

For City Use Only

Request rec'd by: _____ Date: _____

Added to Agenda: _____

Space provided for additional information concerning request:

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
August 20, 2013	HOUSING REHABILITATION GRANT AGREEMENT
ORIGINATING DEPARTMENT:	TYPE OF ACTION:
Administration	<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 enclosed Housing Rehabilitation Grant Agreement

FISCAL NOTE:

- The city will contribute \$2,000.00 for environmental review fees for this project.

DISCUSSION:

This is the grant for the housing application that we have been working on for the past few months. We should know by January 2014 if we have been awarded this grant through the Department of Commerce. Many thanks to Economic Development Director Heather Hartman and Mandy Fincham at Regional Planning for gathering the data and writing this grant application.

Respectfully submitted,

Glenn Rodden
City Administrator

STATEMENT OF ASSURANCES AND CERTIFICATIONS

The applicant hereby assures and certifies with respect to the grant that:

- (1) It possesses legal authority to make a grant submission and to execute a community development and housing program.
- (2) Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the grantee to submit the final statement, all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the grantee to act in connection with the submission of the final statement and to provide such additional information as may be required.
- (3) Prior to submission of its application to Commerce, the grantee has met the citizen participation requirements, prepared its application of community development objectives and projected use of funds, and made the application available to the public, as required by Section 104(a) (2) of the Housing and Community Development Act of 1974, as amended, and implemented at 24 CFR 570.486.
- (4) It has developed its final statement (application) of projected use of funds so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight; the final statement (application) of projected use of funds may also include activities that the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available.
- (5) Its chief executive officer or other officer of the grantee approved by Commerce:
 - (a) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 and other provisions of federal law as specified in 24 CFR 58.1(a);
 - (b) Is authorized and consents on behalf of the grantee and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official; and
- (6) The grant will be conducted and administered in compliance with the following federal and state regulations (see Appendix A: Applicable Laws and Regulations):

- (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and implementing regulations issued at 24 CFR Part 1;
- (b) Fair Housing Amendments Act of 1988, as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;
- (c) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto (24 CFR Section 570.602);
- (d) Section 3 of the Housing and Urban Development Act of 1968, as amended; and implementing regulations at 24 CFR Part 135;
- (e) Executive Order 11246, as amended by Executive Orders 11375 and 12086 and implementing regulations issued at 41 CFR Chapter 60;
- (f) Executive Order 11063, as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107;
- (g) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended and implementing regulations when published for effect;
- (h) The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations when published for effect;
- (i) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR 570.488;
- (j) Anti-displacement and relocation plan requirements of Section 104(d) of Title I, Housing and Community Development Act of 1974, as amended;
- (k) Relocation payment requirements of Section 105(a)(11) of Title I, Housing and Community Development Act of 1974, as amended.
- (l) The labor standards requirements as set forth in 24 CFR 570.603 and HUD regulations issued to implement such requirements;
- (m) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;

- (n) The regulations, policies, guidelines and requirements of OMB Circular Nos. A-87, A-110 and A-122 as they relate to the acceptance and use of federal funds under this federally assisted program;
 - (o) The American Disabilities Act (ADA) (P.L. 101-336: 42 U.S.C. 12101) provides disabled people access to employment, public accommodations, public services, transportation, and telecommunications;
- (7) The conflict of interest provisions of 24 CFR 570.489 apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub recipients which are receiving CDBG funds. None of these persons may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, and that it shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this certification;
 - (8) It will comply with the provisions of the Hatch Act that limits the political activity of employee;
 - (9) It will give the state, HUD, and the Comptroller General or any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant;
 - (10) It will comply with the lead-based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Hazard Elimination Act (42 U.S.C. 4801 et seq.).
 - (11) The local government will not attempt to recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by low- and moderate-income persons unless: (a) CDBG funds are used to pay the proportion of such assessment that relates to non CDBG funding or; (b) the local government certifies to the state that, for the purposes of assessing properties owned and occupied by low- and moderate-income persons who are not very low-income, that the local government does not have sufficient CDBG funds to comply with the provision of (a) above.
 - (12) It accepts the terms, conditions, selection criteria, and procedures established by this program description and that it waives any right it may have to challenge the legitimacy and the propriety of these terms, conditions, criteria, and procedures in the event that its application is not selected for CDBG funding.
 - (13) It will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of federal funds for this federally assisted program.

- (14) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

The applicant hereby certifies that it will comply with the above stated assurances.

_____ Signature, Chief Elected Official	_____ Tom Naasz Name (typed or printed)
_____ Mayor	_____ August 20, 2013 Date
_____ Title	

To Whom It May Concern:

As Chief Elected Official of the City/County of Beloit, I hereby certify that I have knowledge of all activities in the above-referenced application. I also certify that I am aware that the regulations of the CDBG program prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the conduct of official business. I therefore certify that no portion of the above application violates this regulation.

Mayor/County Commission

ATTEST:

City/County Clerk

THE CITY/COUNTY OF BELOIT, KANSAS

RESOLUTION NO. _____

RESOLUTION CERTIFYING LEGAL AUTHORITY
TO APPLY FOR THE 2014 KANSAS
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FROM THE KANSAS DEPARTMENT OF COMMERCE
AND AUTHORIZING THE MAYOR/COMMISSIONER
TO SIGN AND SUBMIT SUCH AN APPLICATION

WHEREAS, The City/County of Beloit, Kansas, is a legal governmental entity as provided by the laws of the STATE OF KANSAS, and

WHEREAS, The City/County of Beloit, Kansas, intends to submit an application for assistance from the 2014 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby certifies that the City/County of Beloit, Kansas, is a legal governmental entity under the status of the laws of the STATE OF KANSAS and thereby has the authority to apply for assistance from the 2014 KANSAS SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby authorizes the MAYOR/COMMISSIONER of Beloit, Kansas, to act as the applicant's official representative in signing and submitting an application for the assistance to the 2014 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby dedicates \$2,000 in cash funds toward this project.

APPROVED BY THE GOVERNING BODY OF THE CITY/COUNTY OF BELOIT, KANSAS, this 20th day of August, 2013.

APPROVED _____
MAYOR

ATTEST _____

(SEAL)

THE CITY/COUNTY OF _____, KANSAS

Instructions in General Application Requirements or Grantee Handbook

Applicant/Recipient Information

Indicate whether this is an Initial Report or an Update Report

1. Applicant/Recipient Name, Address, and Phone (include area code): City of Beloit 119 N. Hersey, Beloit 67420 (785) 738-3551	2. Social Security Number or Employer ID Number: 48-6021110
3. CDBG Grant Number: Unknown at this time	4. Amount of HUD Assistance Requested/Received \$400,000.00
5. State the name and location (street address, City and State) of the project or activity: Various household locations in the city limits of Beloit, Kansas	

Part I Threshold Determinations.

1. Are you applying for assistance for a specific project or activity? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2. Have you received or do you expect to receive assistance, involving the project or activity in this application, in excess of \$200,000 during this fiscal year? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	--

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. **However,** you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds

(Note: Use Additional pages if necessary.)

Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- Any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)
North Central Regional Planning Commission	48-0808208	Admin, Inspection, Risk Assessment, Asbestos	58,300/14.5%

(Note: Use Additional pages if necessary.)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation. I certify that this information is true and complete.

Signature: X	Date: (mm/dd/yyyy) 8/20/2013
---------------------	---------------------------------

(Minimum required by all applicants for funding – must be submitted with application)

**Residential Anti-displacement and Relocation Assistance Plan
under Section 104(d) of the
Housing and Community Development Act of 1974, as Amended**

The jurisdiction will replace all occupied and vacant occupiable low- and moderate-income dwelling units demolished or converted to a use other than as low- moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR Part 570.488.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the [jurisdiction] will make public and submit to the Kansas Department of Commerce the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as Section 104(d) replacement dwelling units;
5. The source of funding and a time schedule for the provision of Section 104(d) replacement dwelling units; and
6. The basis for concluding that each Section 104 (d) replacement dwelling unit will remain a low- and moderate-income dwelling unit for at least ten years from the date of initial occupancy.

The jurisdiction will provide relocation assistance, as described in Section 570.488 to each low- and moderate-income household displaced by the demolition of housing or by the conversion of a low- and moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the act, the jurisdiction will take the following steps to minimize the displacement of persons from their homes:

Based on initial review of project, the following occupied dwellings (by address) will be demolished with grant funds (should contain proposed demolitions):

None

As chief official of the jurisdiction, I hereby certify that the above plan was officially adopted by the jurisdiction of Beloit on the 20th day of August, 2013.

	City of Beloit	
Signature – Chief Elected Official	Jurisdiction	Date

ASBESTOS INSPECTION, LEAD ASSESSEMENT AND LEAD CLEARANCE AGREEMENT

This document (hereinafter called **AGREEMENT**) is made as of the 20th day of August, 2013, by and between the CITY of BELOIT KANSAS (hereinafter called the **GRANTEE**), and the NORTH CENTRAL REGIONAL PLANNING COMMISSION of Beloit, Kansas (hereinafter called the **CONTRACTOR**). Both the **GRANTEE** and the **CONTRACTOR** agree to and understand that this contract is null and void if the **GRANTEE** is not awarded a Community Development Block Grant for the housing project proposed in the application submitted to the Kansas Department of Commerce.

WITNESSETH that the **GRANTEE** and the **CONTRACTOR** in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1: Services. The **CONTRACTOR** will provide all preliminary, interim and final inspection services, asbestos inspections and lead assessment and lead clearance activities required to successfully implement and monitor a housing project (hereinafter called the **PROJECT**) funded, in part, by a Small Cities Community Development Block Grant (CDBG) from the Kansas Department of Commerce (hereinafter called KDOC). **This contract is contingent upon the Grantee securing a 2014 CDBG housing grant.** Both the **GRANTEE** and the **CONTRACTOR** agree to and understand that this contract is null and void if the **GRANTEE** is not awarded a Community Development Block Grant for the housing project proposed in the application submitted to the Kansas Department of Commerce.

The scope of services offered by the **CONTRACTOR** during the course of the project will consist of, but not be limited to, the following items:

- *Asbestos Inspection* – This action will be performed on those properties selected by the Kansas Department of Health and Environment / Air and Asbestos section head and will detail the asbestos containing materials found in the property. A NESHAP report will be issued detailing the findings.
- *Lead Assessment* - This action will be performed on sites identified by the City. The lead assessment will involve the dust wipe analysis, soil analysis and testing of surfaces by use of the XRF. Surfaces tested shall be friction & impact surfaces, deteriorated surfaces and those surfaces that will be disturbed by the rehabilitation process. The lead assessment report will be hand delivered to the occupant of the property within the 15 day time frame demanded by regulation. In addition, a copy of the lead assessment will be sent to the city for their files.
- *Lead Clearance* - This action will take place upon notification by the construction contractor that the work is complete and payment is due for all labor and materials. The lead clearance will certify that all work was performed in compliance with the lead regulations by visual and dust wipe analysis. The clearance report will be sent to the city within five days of receiving the laboratory analysis.

CDBG HOUSING INSPECTION CONTRACT

ARTICLE 2: Agreement Time. These services shall be provided to the **GRANTEE** encompassing a period of time first beginning from the date of this **CONTRACT** and ending when the Project closeout and Audit is completed to KDOC program satisfaction.

ARTICLE 3: Cost.

- The **CONTRACTOR** shall provide the **Asbestos Inspection** services for a sum not to exceed **\$500.00** per residential unit/ address and **\$600.00** per commercial unit/address to be inspected for asbestos containing material.
- The **CONTRACTOR** shall provide the describe **Lead Assessment** services for a sum not to exceed **\$1,000.00** per unit /address to be assessed for lead paint.
- The **CONTRACTOR** shall provide the **Clearance Testing** services for a sum not to exceed **\$300.00** per unit/ address.

The **CONTRACTOR** shall make periodic billings to the **GRANTEE** for services performed, with payment due 30 days from the date of issuance.

ARTICLE 4: Change in Services. The services described in the proposal for such fixed project shall be subject to modification or supplement upon the written agreement of the contract parties. Any such modification in the services shall be incorporated by supplemental agreement. At the time of such modification of services, equitable adjustment will be made by the parties in the time of performance and the compensation (at the rate of \$65.00 per hour) to be paid on the project.

ARTICLE 5: Termination. The **GRANTEE** reserves the right to terminate the contract at any time, upon written notice, in the event the services of the **CONTRACTOR** are unsatisfactory; or upon failure to prosecute the work with due diligence or to complete the work within the time limits specified by the proposal on any project, provided, however, that in any such case, the **CONTRACTOR** shall be paid the reasonable value for the services rendered up to the time of termination on the basis of this **AGREEMENT**.

ARTICLE 6: Arbitration. Any controversy or claim arising out of or related to this **AGREEMENT** shall be settled by Arbitration. The Arbitration shall be conducted by a single Arbitrator under the current rules of the American Arbitration Association. The Arbitrator shall be chosen from a pool of persons capable by training and experience to understand and pass upon problems to be considered. No one shall serve as Arbitrator who has or has had any financial or pecuniary interest with any of the parties. No Arbitrator shall be an advocate for any of the parties. The decision and award of the Arbitrator shall be final and binding, and the award so rendered may be entered in any court thereof. Both parties shall share costs of any such action.

CDBG HOUSING INSPECTION CONTRACT

ARTICLE 7: Compliance. The **CONTRACTOR** shall be in compliance with all federal, state and local laws and ordinances applicable to the work covered in Attachment A of this contract.

ARTICLE 8: Binding upon Successors. This **AGREEMENT** shall be binding upon the undersigned parties, their successors, assigns and legal representatives.

It is further agreed that this **AGREEMENT** and all contracts entered into under the provisions of this **AGREEMENT** shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, said parties have caused this **AGREEMENT** to be signed by their duly authorized officers in two (2) counterparts, each of which shall be deemed an original, on the day and year first written and agreed to.

GRANTEE: CITY OF BELOIT, KANSAS

Chief Elected Official

ATTEST:

City Clerk

CONTRACTOR: NORTH CENTRAL REGIONAL PLANNING COMMISSION

Doug L. McKinney, Executive Director

ATTEST:

Pepper Roberg, Office Manager

Federal and State Laws and Regulations

During the performance of this contract the North Central Regional Planning Commission (Project Manager) shall conform to the following laws and regulations:

- 1) **Title VI of the Civil rights Act of 1964 provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal Financial assistance.**
- 2) **Title VI of the Civil Rights Act of 1968, as amended, provides that no person shall, on the basis of race, color religion, national origin, handicap or familial status, be discriminated against in housing (and related facilities) provided with Federal assistance or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government.**
- 3) **Section 109, Housing and Community Development Act of 1974, as amended, provides that no person in the United States shall, on the ground or race, color, religion and religious affiliation, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act of 1974**
- 4) **Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving Federal Financial assistance.**
- 5) **Age Discrimination Act of 1975, as amended, states no person in the United States shall, on the basis of age, be excluded from participation in be denied and the benefits of, or be subjected to discrimination under any program or activity receiving Federal Assistance.**
- 6) **Fair Housing Amendments Act of 1988, which prohibits discrimination in housing on the basis or race, color, national origin, religion, sex, disability or familial status, including children under the age or 18 living with parents or legal custodians, pregnant women and people securing custody of children under 18.**
- 7) **Executive Order 11063 as amended, states no person shall on the basis of race, color, religion, or national origin, shall be discriminated against in housing and related facilities, provided with Federal assistance or lending practices with respect to residential**

CDBG HOUSING INSPECTION CONTRACT

property when such practices are connected with loans insured or guaranteed by the Federal Government.

- 8) **Kansas Act Against Discrimination**, declares it is policy of the State of Kansas to eliminate and prevent the practice or policy of discrimination against individuals in employment relations, in relation to free and public accommodations or in housing by reason or race, religion, color, sex, physical disability, national origin or ancestry.
- 9) **Section 3 of the Housing and Urban Development Act of 1968**, as amended, provides that, to the greatest extent feasible, opportunities for training and employment shall be given to lower-income residents of the unit of local government or the metropolitan area (or non-metropolitan county) in which the project is located; contract work in connection with such projects shall be awarded to business concerns which are located in, or which are owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county as the project).
- 10) **Executive Order 11246**, states a contractor will not discriminate against any employee or applicant for employment because of color, religion, sex or national origin.
- 11) **Section 906 of the Cranston-Gonzales National Affordable Housing Act** states no CDBG grant funds may be obligated or expended to any unit of general local government that fails to adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; or fails to adopt and enforce a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- 12) **Section 912 of the Cranston-Gonzales National Affordable Housing Act** prohibits discrimination on the basis of religion or religious affiliation.
- 13) **Title IV of the Lead-Based Paint Poisoning Prevention Act**, states CDBG recipients shall comply with the provision of this act, which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance of any kind.
- 14) **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, states all persons displaced as a direct result of rehabilitation, demolition or acquisition (privately undertaken or public) for a federally assisted project are entitled to relocation payments and other assistance.

CDBG HOUSING INSPECTION CONTRACT

**CITY OF BELOIT CDBG PROJECT
COMBINED ADMINISTRATION AND INSPECTION AGREEMENT**

This document (hereinafter called **AGREEMENT**) is made as of the 20th day of the month of August in the year **2013** by and between the **CITY of BELOIT, KANSAS** (hereinafter called the **GRANTEE**), and the NORTH CENTRAL REGIONAL PLANNING COMMISSION headquartered in Beloit, Kansas (hereinafter called the **PROJECT MANAGER**).

WITNESSETH that the **GRANTEE** and the **PROJECT MANAGER**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1: Services. The **PROJECT MANAGER** will provide all services listed below to successfully implement the **2014 CDBG Housing Rehabilitation Program** (hereinafter called the Project) awarded the **GRANTEE** by the Kansas Department of Commerce (hereinafter called KDOC). **This contract is contingent upon the Grantee securing a 2014 CDBG housing grant.** Both the **GRANTEE** and the **ADMINISTRATOR** agree to and understand that this contract is null and void if the **GRANTEE is not** awarded a Community Development Block Grant for the housing project proposed in the application submitted to the Kansas Department of Commerce.

The scope of services offered the **GRANTEE** by the **PROJECT MANAGER** during the course of the project will consist of, but not be limited to, the following items.

Administrative Duties

- A. Assist in the preparation of all initial KDOC grantee contract documents.
- B. Assist in the establishment of a record keeping system that adequately monitors the flow of funds related to the Project.
- C. Assist in the satisfaction of all requirements regarding environmental, civil rights and fair housing processes.
- D. Prepare all required reports (i.e., quarterly, cash disbursement, closeout, et al) in a timely fashion and submit them to the city for review, execution and submittal to KDOC.
- E. Set up a file for each home involved in the Project. Each file is to have verification of the applicant's eligibility; a copy of the preliminary inspection report; an estimate of the overall cost to bring the house up to H.U.D. Housing Quality Standards (HQS); and
- F. Facilitate the procurement of contractors and other professional services.

Home Inspections

- G. *Preliminary inspection* -- This action will be performed on site and will detail the work necessary to bring the house into compliance with Housing Quality Standards (HQS) and City Housing Board goals and objectives.

CONTRACT AGREEMENT

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- H. *Work write-up* -- Describe and estimate the work to be done and the total cost to rehabilitate or otherwise improve the house.

Prioritization of work items within the budget established by the City Housing Board for each house will be the responsibility of the City Housing Board so long as HQS is maintained.

- I. *Interim inspection* -- This action will take place during the rehabilitation phase and will provide guidance to the construction contractor actually performing the task. It will also provide the city with some measure of assurance that the work in process is being done within the specifications set forth in the work contracts. A minimum of one (1) such inspection will occur.
- J. *Final inspection* -- This action will take place upon notification by the construction contractor that the work is complete and payment is due for all labor and materials. It will certify that all work is in compliance with the rehabilitation contract.
- K. *Lead-based paint issues* -- All required lead-based paint inspections, tests and clearances are not a part of this contract and must be defined and agreed to separately.

ARTICLE 2: Agreement Time. These services shall be provided to the **GRANTEE** encompassing a period of time first beginning on the aforesaid date and ending when the Project closeout and Audit is completed to KDOC program satisfaction.

ARTICLE 3: Cost. The **PROJECT MANAGER** shall provide the described services for the following amount and/or rates.

- A. Administrative services shall be provided for a sum not to exceed the budgeted maximum of **TWENTY-SEVEN THOUSAND DOLLARS and ZERO CENTS (\$27,000.00). Totalling \$25,000.00 in CDBG grant funds and \$2,000.00 in Local match for the purpose of Environmental Review.**
- B. Inspection services shall be provided for separate from administration at a rate not to exceed \$800.00 per unit or address to be rehabilitated and for a rate not to exceed \$300.00 per unit or address to be demolished.

The **PROJECT MANAGER** shall make periodic billings to the **GRANTEE** for services performed. Audit expenses associated with this project will be the sole responsibility of the **GRANTEE**.

ARTICLE 4: Change in Services. The services described shall be subject to modification or supplement upon the written agreement of the **GRANTEE** and **PROJECT MANAGER**. Any such modification in the services shall be incorporated by supplemental agreement. At the time of such modification of services, equitable adjustment will be made by the parties in the time of performance and in the

CONTRACT AGREEMENT

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compensation to be paid.

ARTICLE 5: Termination. The **GRANTEE** reserves the right to terminate the contract at any time, upon written notice, in the event the services of the **PROJECT MANAGER** are unsatisfactory, or upon the failure of the **PROJECT MANAGER** to prosecute the work with due diligence, or to complete the work within the time limits specified by the proposal on any project, provided, however, that in any such case, the **PROJECT MANAGER** shall be paid the reasonable value for the services rendered up to the time of termination on the basis of this **AGREEMENT**.

ARTICLE 6: Arbitration. Any controversy or claim arising out of or related to this **AGREEMENT** shall be settled by Arbitration. The Arbitration shall be conducted by a single Arbitrator under the current rules of the American Arbitration Association. The Arbitrator shall be chosen from a pool of persons capable by training and experience to understand and pass upon problems to be considered. No one shall serve as Arbitrator who has or has had any financial or pecuniary interest with any of the parties.

No Arbitrator shall be an advocate for any of the parties. The decision and award of the Arbitrator shall be final and binding, and the award so rendered may be entered in any court thereof.

ARTICLE 7: Compliance. The **PROJECT MANAGER** shall be in compliance with all federal, state and local laws and ordinances applicable to the work covered hereunder. Furthermore, during the performance of this contract, the **PROJECT MANAGER** agrees as follows:

- A. The **PROJECT MANAGER** shall comply with, and cause its sub-contractors to comply with applicable Federal, State and local laws, orders, rules and regulations relating to the performance of these services.
- B. Neither the **PROJECT MANAGER** nor its agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this agreement with respect to hiring, tenure, terms, conditions or privileges or employment because of race, color religion, sex or national origin and shall perform all duties in conformance to the laws and regulations found in Attachment A of this agreement.
- C. The **PROJECT MANAGER** agrees to maintain project records for a period of at least three (3) years from project completion.

ARTICLE 8: Binding upon Successors. This **AGREEMENT** shall be binding upon the undersigned parties, their successors, assigns and legal representatives.

It is further agreed that this **AGREEMENT** and all contracts entered into under the provisions of this **AGREEMENT** shall be binding upon the parties hereto and their successors and assigns.

CONTRACT AGREEMENT

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IN WITNESS WHEREOF, said parties have caused this **AGREEMENT** to be signed by their duly authorized officers in two (2) counterparts each of which shall be deemed an original, on the day and year written and agreed to.

GRANTEE: CITY OF BELOIT, KANSAS

Mayor

ATTEST:

City Clerk

PROJECT MANAGER: NORTH CENTRAL REGIONAL PLANNING COMMISSION

Doug McKinney, Executive Director

ATTEST:

Pepper Roberg, Office Manager

Federal and State Laws and Regulations

During the performance of this contract the North Central Regional Planning Commission (Project Manager) shall conform to the following laws and regulations:

- 1) **Title VI of the Civil rights Act of 1964** provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal Financial assistance.
- 2) **Title VI of the Civil Rights Act of 1968, as amended,** provides that no person shall, on the basis of race, color religion, national origin, handicap or familial status, be discriminated against in housing (and related facilities) provided with Federal assistance or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government.
- 3) **Section 109, Housing and Community Development Act of 1974,** as amended, provides that no person in the United States shall, on the ground or race, color, religion and religious affiliation, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act of 1974
- 4) **Section 504 of the Rehabilitation Act of 1973,** as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving Federal Financial assistance.
- 5) **Age Discrimination Act of 1975,** as amended, states no person in the United States shall, on the basis of age, be excluded from participation in be denied and the benefits of, or be subjected to discrimination under any program or activity receiving Federal Assistance.
- 6) **Fair Housing Amendments Act of 1988,** which prohibits discrimination in housing on the basis or race, color, national origin, religion, sex, disability or familial status, including children under the age or 18 living with parents or legal custodians, pregnant women and people securing custody of children under 18.
- 7) **Executive Order 11063 as amended,** states no person shall on the basis of race, color, religion, or national origin, shall be discriminated against in housing and related facilities, provided with Federal assistance or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government.

- 8) **Kansas Act Against Discrimination**, declares it is policy of the State of Kansas to eliminate and prevent the practice or policy of discrimination against individuals in employment relations, in relation to free and public accommodations or in housing by reason or race, religion, color, sex, physical disability, national origin or ancestry.
- 9) **Section 3 of the Housing and Urban Development Act of 1968**, as amended, provides that, to the greatest extent feasible, opportunities for training and employment shall be given to lower-income residents of the unit of local government or the metropolitan area (or non-metropolitan county) in which the project is located; contract work in connection with such projects shall be awarded to business concerns which are located in, or which are owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county as the project).
- 10) **Executive Order 11246**, states a contractor will not discriminate against any employee or applicant for employment because of color, religion, sex or national origin.
- 11) **Section 906 of the Cranston-Gonzales National Affordable Housing Act** states no CDBG grant funds may be obligated or expended to any unit of general local government that fails to adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; or fails to adopt and enforce a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- 12) **Section 912 of the Cranston-Gonzales National Affordable Housing Act** prohibits discrimination on the basis of religion or religious affiliation.
- 13) **Title IV of the Lead-Based Paint Poisoning Prevention Act**, states CDBG recipients shall comply with the provision of this act, which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance of any kind.
- 14) **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970** , states all persons displaced as a direct result of rehabilitation, demolition or acquisition (privately undertaken or public) for a federally assisted project are entitled to relocation payments and other assistance.

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:		
August 20, 2013	COMPREHENSIVE PLAN STEERING COMMITTEE		
ORIGINATING DEPARTMENT:	TYPE OF ACTION:	<input type="checkbox"/> ORDINANCE	<input type="checkbox"/> RESOLUTION
Administration		<input checked="" type="checkbox"/> FORMAL ACTION	<input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the Council approve the attached list of names submitted by the planning commission to serve on the comprehensive plan steering committee.

FISCAL NOTE:

- There is no cost associated with this item.

DISCUSSION:

The planning commission was tasked with selecting a diverse group of citizens to serve on this committee and that is what they have done. The committee is large, but our planning consultants, Hanna:Keelan, has indicated that they have no problem working with a large group and they encouraged us to include as many points of view as possible on this committee. The first meeting of this new steering committee will be on September 10th.

Respectfully submitted,

Glenn Rodden
City Administrator

COMPREHENSIVE PLAN
STEERING COMMITTEE

COMPREHENSIVE PLAN STEERING COMMITTEE

#	Name	Phone	Email address	Occupation
1	Axtell, Barbara	785-738-3237	caxtell@nckcn.com	Beloit Call
2	Bell, Jim	785-738-2257	bellmemorials@nckcn.com	Bell Memorial (Businessman)
3	Blass, Mike	785-738-0100	blassocnst@hotmail.com	Blass Construcion (Local Contractor)
4	Broeckelman, Gina	785-738-0751	mbroeckelman@farmwaycoop.com	Chamber of Commerce
5	Budlke, Brenda	785/738-8779	rbudlke@sbcglobal.net	Real Estate Sales
6	Burks, Eric	785-534-0585	eburks@ncktc.edu	NCK Tech
7	Carrico, Dick	785-534-0694	italj@nckcn.com	Retired citizen
8	Chrisman, Jeff	785-738-0061	jchrisman@nckcn.com	Planning Commission (Local Contractor)
9	Cooper, Mike	785-738-0130	coopers@nckcn.com	MC Commissioner
10	Dick, David	785-738-2266	administration@mchks.com	MCCHS
11	Duerksen, Art	785-738-0768	aduерksen@farmwaycoop.com	Farmway Coop- Pres/CEO
12	Eilert, Brennan	785-770-2311	beilert@usd273.org	Teacher
13	Fincham, Mandy	785-738-2218	mfincham@nckcn.com	Community Development Representative
14	Gray, Pat	785-534-1200	pgraydrug@gmail.com	Gray Drug & Fountain
15	Harrison, Joe	785-738-3692	jharrison@nckcn.com	Superintndent USD 273 (Retired)
16	Hartman, Heather	785-738-3000	hhartman@beloitks.org	Community Development Director
17	Hewett, Kevin	785-738-2043	kevin@khewitt.com	State Farm Ins.
18	Johnson, Jason	785-569-1249	jjohnson@ag	Banker
19	Jones, Chris	785-738-3553	cjones@beloitks.org	Zoning Administrator
20	Kelley, Pat	785-738-3573	pkelleybat@yahoo.com	Beloit Auto & Truck
21	Kimminau, Todd	785-738-2529	toddrox@nckcn.com	Planning Commission (Farmway Coop)
22	Littrell, Lloyd	785-569-7141	lwilt@hotmail.com	City Council (Retired citizen)
23	Matous, Harry	828-551-4315	harrymatous@yahoo.com	Retired citizen
24	Mears, Charles	785-738-5066	vmears@nckcn.com	Local farmer
25	Mondero, Chris	785-798-9053	ckmondero@gmail.com	S&S Drugs
26	Naasz, Tom	785-738-8019	tom.naasz@cpsagui.com	CPS Services Manager
27	Odle, Tyler	785-738-6278	tyler.odle@agcocorp.com	AGCO/Sunflower
28	Otte, Matt	785-569-1112	matt_otte@yahoo.com	Beloit City Council (MCHHS)
29	Pahls, Karen	785-738-3055	mcpc@nckcn.com	MCPC (Teacher)
30	Palen, Mark	785-738-7080	mark.palen@agcocorp.com	AGCO/Sunflower
31	Remus, Janet	785-738-8592	beloituper8@yahoo.com	Super 8
32	Renter, Cheryl	785/569-7161	creekside@nckcn.com	Retired citizen
33	Richard, Bob	785-569-1011	rliquor1@yahoo.com	City Council (Businessman)
34	Richmond, Nick	316-516-1777	drrichmond@goeyecarecenter.com	Planning Commission (eye doctor)
35	Roberg, Jeff	785-577-1678	jroberg@racestech.com	Local Businessman
36	Roberts, Kathy	785-738-8117	kroberts@nckcn.com	Planning Commission (Teacher)
37	Rodden, Glenn	785-738-3551	grodden@beloitks.org	City Administrator
38	Seyfert, Casey	785-534-1072	cseyfert@usd273.org	Teacher
39	Simmons,	785/223-2688	ssimmons@mchks.com	Development Director
40	Stroede, Randy	785-534-0358	rstroede@schwab-eaton.com	Certified Land Surveyor
41	Thompson, Mike	785-738-8405	miket@nckcn.com	Thompson Tires (Businessman)
42	Travis, Jeff	785-534-9027	jtravis@usd273.org	USD 273 Superintendent
43	Treaster, Sharon	785-738-8362	streater@nckcn.com	Planning Commission (Retired Teacher)
44	Zimmer, Jeff	785-738-2224	jeffszimmer@gmail.com	Farmway Credit Union

REQUEST FOR COUNCIL ACTION

DATE:

August 20, 2013

TITLE:

FY2014 ANNUAL BUDGET APPROVAL

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend that the Council approve the 2014 fiscal year budget with a mill levy to 47.645 and a total property tax of \$1,100,434.

FISCAL NOTE:

- There is no cost associated with this item.

DISCUSSION:

The FY2014 will not need to be passed by ordinance because the total amount levied for property tax will not exceed our tax cap. Also included for review is the entire operating budget for fiscal year 2014. This budget does not include additional funding for projects and programs that have been discussed by the council and staff such as funding the sidewalk or demolition programs or making an annual contribution to the Solomon Valley Transportation Board at the requested amount of \$6,000 to \$10,000. That funding request could be met by eliminating expenses such as the annual council retreat (\$4,500) and the annual city Christmas party (\$2,000). This budget, however, will not be able to meet projected expenses in the employee benefit fund without significant transfers from the city utility funds.

Respectfully submitted,

Glenn Rodden
City Administrator

City of Beloit - 2013 2nd Quarter Treasurers Report

Fund	Beginning Balance	Revenue	Expense	Ending Balance
General	300,668.99	718,486.94	728,349.64	290,806.29
Employee Benefit	117,186.01	347,409.53	425,726.83	38,868.71
Library	111,909.05	51,280.58	154,054.51	9,135.12
Special Parks and Recreation	15,103.52	3,420.47	5,194.53	13,329.46
Equipment Reserve	427.85	-	-	427.85
Special Highway	26,283.94	26,238.42	9,755.60	42,766.76
Economic Development	3,691.49	17,750.00	20,233.57	1,207.92
Capital Improvement Fund	387,343.53	176,861.84	45,369.50	518,835.87
Law Enforcement Trust Fund	2,958.97	1.81	-	2,960.78
Police Department Capital Reserve Fund	1,775.13	-	-	1,775.13
Fire Department Capital Reserve Fund	80,230.99	-	-	80,230.99
Neighborhood Revitalization	166.74	-	-	166.74
Water Fund	286,279.29	294,441.06	271,383.90	309,336.45
Water Pollution Treatment	159,589.55	226,919.23	163,068.04	223,440.74
Electric Utility	907,795.26	1,322,121.72	1,619,204.57	610,712.41
Refuse	65,299.70	68,576.26	68,037.48	65,838.48
Elec Plant & Equip Replacement	-	-	-	-
Water Plant/Equip Replacement	12,499.95	2,499.99	-	14,999.94
WPC Plant & Equipment Replacement	50,839.47	2,499.99	-	53,339.46
Cable	-	-	-	-
Cemetery Endowment	40,354.78	835.46	-	41,190.24
TOTALS	2,570,404.21	3,259,343.30	3,510,378.17	2,319,369.34
Outstanding Debt:				
Sewer Plant Loan	618,845.43			
PBC Revenue Bonds	4,370,000.00			
General Obligation Bonds	925,000.00			
Revenue Bonds (Power Plant Projects)	4,070,000.00			
Revenue Bond - Electric Utility System	195,700.00			
Total Debt	<u>10,179,545.43</u>			

City of Beloit
2013 Budget and Fund Balances
June 30, 2013

Budgeted Funds	2013 Budgeted Expenditures	YTD Expenditures 6/30/2013	YTD Budget % Expended	2013 Budget Revenue	YTD Revenue 6/30/2013	YTD Budget % Received	Cash Balance 6/30/2013	Budget Authority Remaining
General	\$2,275,567.00	\$1,184,671.86	52.06%	\$2,189,440.00	\$1,423,001.39	64.99%	\$290,806.29	\$1,090,895.14
Employee Benefit	\$1,295,868.00	\$647,397.29	49.96%	\$1,248,424.00	\$715,919.24	57.35%	\$38,868.71	\$648,470.71
Library	\$177,248.00	\$149,871.70	84.55%	\$177,162.00	\$141,218.83	79.71%	\$9,135.12	\$27,376.30
Special Parks and Recreation	\$12,968.00	\$5,548.25	42.78%	\$11,951.00	\$13,897.94	116.29%	\$13,329.46	\$7,419.75
Special Highway	\$101,788.00	\$17,267.09	16.96%	\$107,880.00	\$46,286.35	42.91%	\$42,766.76	\$84,520.91
Economic Development	\$97,563.00	\$35,417.92	36.30%	\$80,300.00	\$36,120.50	44.98%	\$1,207.92	\$62,145.08
Law Enforcement Trust Fund	\$782.00	\$0.00	0.00%	\$700.00	\$701.81		\$2,960.78	\$782.00
Water Fund	\$1,260,699.00	\$548,753.25	43.53%	\$1,007,750.00	\$770,517.42	76.46%	\$309,336.45	\$711,945.75
Water Pollution Treatment	\$922,971.00	\$387,443.52	41.98%	\$880,000.00	\$466,770.60	53.04%	\$223,440.74	\$535,527.48
Electric Utility	\$5,707,962.00	\$2,516,669.10	44.09%	\$5,210,900.00	\$2,616,812.65	50.22%	\$610,712.41	\$3,191,292.90
Refuse	\$324,847.00	\$118,062.02	36.34%	\$275,500.00	\$13,999.44	5.08%	\$65,838.48	\$206,784.98
Cable	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
	\$12,178,263.00	\$5,611,102.00	46%	\$11,190,007.00	\$6,245,246.17	56%	\$1,608,403.12	\$6,567,161.00

ITEMS FOR COUNCIL DISCUSSION

DATE:

August 20, 2013

TITLE:

WORK SESSION DISCUSSION

DISCUSSION:

Items for discussion at your August 20, 2013 Work Session will include the following:

1. Regional Water Project. Water/Wastewater Director Kendal Francis and I will update the council on the continuing efforts to form a regional water district. The City of Beloit will be hosting a meeting on Monday, September 9th that will include Mitchell County districts 1, 2, and 3 as well as the City of Beloit, and the Kansas Water Office.

Respectfully submitted,

Glenn Rodden
City Administrator

