

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
May 6, 2014	RESOLUTION 2014-9 Street Improvement Project at Ellenz Addition
ORIGINATING DEPARTMENT:	TYPE OF ACTION:
Administration	<input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the City Council approve Resolution 2014-9.

FISCAL NOTE:

- There are publication costs associated with this agenda item.

DISCUSSION:

By passing this resolution, the City agrees to build a street in the Ellenz Addition. The owners of the lots have requested to pay for the materials with special assessments on the property that will be paid in ten years at a rate of 6.0% interest.

Respectfully submitted,

Glenn Rodden
City Administrator

RESOLUTION 2014-9

A RESOLUTION OF FINDING AS TO THE ADVISABILITY AND A RESOLUTION AUTHORIZING CONSTRUCTION PURSUANT TO K.S.A. 12-6a01 et seq. OF AN IMPROVEMENT CONSISTING OF A STREET IMPROVEMENT PROJECT ALONG THE FRONTAGE OF LOTS 1-6, ELLENZ ADDITION, CITY OF BELOIT.

Pursuant to findings of advisability made by the Governing Body of the City of Beloit, Kansas.

WHEREAS, a petition was filed with the City Clerk on the 29th day of April, 2014, under and pursuant to K.S.A.12-6a01 et seq. all as hereinafter set forth;

NOW, THEREFORE be it resolved by the Governing Body of the City of Beloit, Kansas, that the following findings as to the advisability of a street improvement project along the frontage of Lots 1-6, Ellenz Addition, in the City of Beloit, Kansas, are hereby made, to-wit:

SECTION 1: That it is necessary and in the public interest to make an improvement consisting of constructing 7.5" non-reinforced concrete pavement with 4" mountable concrete curb and gutter along the frontage of Lots 1-6, Ellenz Addition, in the City of Beloit, Kansas.

SECTION 2: That the estimated or probable cost of the foregoing improvement is \$65,625.00 with said costs including but not limited to labor, equipment, materials and engineering.

<u>Item</u>	<u>Benefit District</u>	<u>City at Large</u>
Concrete	\$32,625.00	\$0.00
Labor and Equipment	\$0.00	\$33,000.00
TOTALS	\$32,625.00	\$33,000.00

SECTION 3: That the Governing Body hereby further finds and finally determines that the boundaries of the improvement district against which a portion of the costs of said improvement shall be assessed are hereby established and fixed as the following legal description: Lots 1, 2, 3, 4, 5, and 6, Ellenz Addition, an addition to the City of Beloit, Mitchell County, Kansas.

SECTION 4: The method of assessment of the share of costs apportioned to the improvement district shall be: 16.66% assessed to Lot 1, 16.66% assessed to Lot 2, 16.67% assessed to Lot 3, 16.67% assessed to Lot 4, 16.67% assessed to Lot 5, and 16.67% assessed to Lot 6.

SECTION 5: 100% of the total actual costs of Column 1 of Section 2 for the improvement shall be assessed against the improvement district. The City shall provide all labor and equipment for the improvement.

SECTION 6: The advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq.

SECTION 7: Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 8: This resolution shall take effect after its passage and publication once in the official city newspaper.

PASSED and ADOPTED by the Governing Body and signed by the Mayor this 6th day of May, 2014.

Tom Naasz, Mayor

ATTEST:

Amanda Lomax, City Clerk

PETITION FOR PUBLIC IMPROVEMENT

TO: The Governing Body,
City of Beloit, Kansas.

- (a) I, the undersigned, being owner of record of property liable for assessment for the following proposed improvement:

Construct 7.5" non-reinforced concrete pavement with ^{4" mountable} concrete curb & gutter in Ellenz Addition to the City of Beloit.

I hereby propose that such improvement be made in the manner provided by Article 6a, Chapter 12, of the Kansas Statutes Annotated, as amended.

- (b) The estimated or probable cost of the materials and engineering for such improvement is \$33,125. The estimated or probable cost of labor and equipment is \$33,000.
- (c) The extent of the proposed improvement district to be assessed is as indicated:

Lots 1-6, Ellenz Addition to City of Beloit

- (d) The proposed method of assessment of the share of costs apportioned to the improvement district shall be 16.66% paid by the owners of Lot 1, 16.66% paid by the owners of Lot 2, 16.67% paid by the owners of Lot 3, 16.67% paid by the owners of Lot 4, 16.67% paid by the owners of Lot 5, and 16.67% paid by the owners of Lot 6 paid as follows: special assessment with accrued interest at a rate of six percent (6.0%) levied concurrent with general taxes and payable in ten (10) annual installments.
- (e) The proposed apportionment of total costs is: One Hundred Percent (100%) of the total costs of materials and engineering shall be assessed against the improvement district. The City shall provide all labor and equipment for the improvement.
- (f) I further propose that such improvement be made without notice and hearing as required by K.S.A. 12-6a04(1) as amended.

NOTICE TO PETITION SIGNERS

No name may be withdrawn from this petition after the governing body commences consideration of the petition of later than seven days after this petition has been filed with the city clerk. (K.S.A. 12-6a04)

Respectfully submitted,

Cherry Street Developers, LLC

By Donald L. Lueger
Donald L. Lueger,
Managing Member

4/27/14
Date

December 21, 2011

312 S. Pine
P O Box 567
Beloit, Kansas 67420



Tel No (785) 738-3633
mhaeffele@nckcn.com

TO: Glenn Rodden, City Administrator
FROM: Mike Haeffele, Director of Transportation
RE: Cherry Street Expansion (Ellenz Addition)
DATE: April 28, 2014

The cost estimate below is for the Cherry Street Expansion, Ellenz Addition, South of the St. John's High School Football Field. Typically on projects such as this, the City of Beloit pays for/contributes the labor, leaving the cost of the materials up to the developer or the property owners. As you can see from the table below, the developer/property owners incur quite a savings by the City of Beloit providing the labor and equipment for projects such as these.

Material	Cost	Responsibility
261 Cubic Yards Concrete	\$32,625.00	Developer/Property Owner
Equipment	\$15,000.00	City of Beloit
Labor	\$18,000.00	City of Beloit

The concrete figured in this cost estimate is for 7.5 inch thick pavement with a 4 inch mountable curb. Should the developer/property owner's decide they would rather have a 6 inch curb, the cost of the concrete would increase slightly. Although there is a slight decrease in the cost of materials, the labor and equipment costs would remain the same.

If this project is petitioned properly and approved by the City Council in the near future, the Transportation Department should be able to start building this street in 2015.

Respectfully submitted,

Mike Haeffele

312 S. Pine
P O Box 567
Beloit, Kansas 67420



Tel No (785) 738-3633
mhaeffele@nckcn.com

TO: Glenn Rodden, City Administrator
FROM: Mike Haeffele, Director of Transportation
RE: Cherry Street Expansion (Ellenz Addition)
DATE: April 22, 2014

The cost estimate below is for the Cherry Street Expansion, Ellenz Addition, South of the St. John's High School Football Field. Typically on projects such as this, the City of Beloit pays for/contributes the labor, leaving the cost of the materials up to the developer or the property owners. As you can see from the table below, the developer/property owners incur quite a savings by the City of Beloit providing the labor and equipment for projects such as these.

Material	Cost	Responsibility
265 Cubic Yards Concrete	\$33,125.00	Developer/Property Owner
Equipment	\$15,000.00	City of Beloit
Labor	\$18,000.00	City of Beloit

The concrete figured in this cost estimate is for 7.5 inch thick pavement with a standard 6 inch curb. Should the developer/property owner's decide they would rather have a 4 inch (mountable) curb, the cost of the concrete would decrease slightly. Although there is a slight decrease in the cost of materials, the labor and equipment costs would remain the same.

If this project is petitioned properly and approved by the City Council in the near future, the Transportation Department should be able to start building this street in 2015.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Mike Haeffele", is written over a faint, larger version of the signature.

Mike Haeffele

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
March 6, 2014	RESOLUTION 2014-10 WAIVER OF GAAP ACCOUNTING
ORIGINATING DEPARTMENT:	TYPE OF ACTION:
Administration	<input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION
	<input type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the Council approve Resolution No. 2014-10 Waiver of GAAP Accounting for FY2013.

FISCAL NOTE:

- There is no cost associated with approving this resolution. In fact, the cost of our annual audit has actually decreased since cash basis audits are less time-consuming than GAAP-based audits.

DISCUSSION:

Attached is Resolution No. 2014-10, a waiver of GAAP Accounting for the fiscal year 2013. According to K.S.A. 75-1120a, municipalities are required to use fiscal and accounting procedures in the preparation of annual financial statements that conform to generally accepted accounting principles (GAAP). However, K.S.A. 75-1120a also contains a provision that allows municipalities to request a waiver from this requirement. The governing body must pass a yearly resolution requesting a waiver from the State of Kansas Director of Accounts and Reports. This request "shall be granted" provided the request meets certain conditions including:

- GAAP financial statements have "no significant value to the governing body or members of the general public of the municipality."
- As long as the provisions of "revenue bonds ordinances or resolutions or other ordinances or resolutions of the municipality do not require GAAP financial statements."

There are several differences between GAAP audits and cash basis audits. One is that fixed assets (buildings, land, and equipment) are not accounted for in a cash basis audit. Another significant difference is balance sheets showing items such as receivables, inventories, and deferred revenue are not presented. Our current audit firm estimates that only one or two of the municipalities that they audit actually prepare GAAP audits. The rest of their clients use cash basis audits. We utilized a cash basis audit since FY2004 and found the process and the results to be acceptable. A cash basis is more consistent with our daily accounting practices as well. This should simplify our annual audit and hopefully continue to make it more understandable.

Respectfully submitted,

Glenn Rodden
City Administrator

RESOLUTION 2014-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELOIT
WAIVER OF GAAP ACCOUNTING**

WHEREAS, the City of Beloit, Kansas, has determined that the financial statements and financial reports for the year ended 2013 be prepared in conformity with the requirements of K.S.A. 75-1120a(a) are not relevant to the requirements of the cash basis and budget laws of this state and are of no significant value to the City Council or the members of the general public of the City of Beloit and

WHEREAS, there are no revenue bond ordinances or resolutions of the municipality that require financial statements and financial reports to be prepared in conformity with K.S.A. 75-1120a(a) for the year ended December 31, 2013.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Beloit as follows:

The City Council requests the Director of Accounts and Reports to waive the requirements of K.S.A. 75-1120a(a) as they apply to City of Beloit for the year ended December 31, 2013.

BE IT FURTHER RESOLVED that the City Council shall cause the financial statements and financial reports of the City of Beloit to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

PASSED AND ADOPTED at a regular meeting of the Governing Body of the City of Beloit and signed by the Mayor this 6th day of May, 2014.

Tom Naasz, Mayor

ATTEST:

Amanda Lomax, Director of Finance/City Clerk



REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
May 6, 2014	SPECIAL EVENTS LICENSE REQUEST
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 the special events license request presented by the Chamber of Commerce.

FISCAL NOTE:

- There is no direct cost associated with this item.

DISCUSSION:

The Chamber of Commerce is requesting a beer license for an event on Friday, May 23rd.

Respectfully submitted,

Glenn Rodden
City Administrator



119 North Hersey Avenue
P.O. Box 567
Beloit, Kansas 67420
Phone: 785-738-3551
Fax: 785-738-2517
E-mail: info@beloitks.org

SPECIAL EVENT LICENSE REQUEST FORM

Date: 04/11/2014, 20

Please Print Clearly

SPECIAL EVENT LICENSE REQUEST FORM

Full Name: Beloit Area Chamber of Commerce E-mail: beloitchamber@nckcn.com

Street Address: 123 N Mill St. Phone No.: 738-2717

Location of event: Mill Street between Main & South

Purpose of event: Friday evening event for Memorial Weekend

Date/Time of Event: Friday, May 23, 2014 5pm-8pm

***A \$25.00 special event license fee will be assessed. This fee is due upon receipt of the application.**

Fee Received by: Waived

***I have received a copy of Ordinances No. 2022, 2027, and 2035 and understand and agree to abide by all conditions stated in the Ordinances.**

Date: 4.11.14 Signature: [Handwritten Signature]

REQUEST FOR COUNCIL ACTION

DATE:

May 6, 2014

TITLE:

HOUSING REHABILITATION GRANT AGREEMENT

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend that the Council approve enclosed Grant Agreement between the Kansas Department of Commerce and the City of Beloit.

FISCAL NOTE:

- There is no cost associated with this item.

DISCUSSION:

This is an agreement between the City of Beloit and the Department of Commerce for the block grant that we have been awarded for the demolition or repair of several housing units in town. Also attached is an expression of interest form for citizens who wish to serve on the housing board.

Respectfully submitted,

Glenn Rodden
City Administrator

STATE OF KANSAS

GRANT AGREEMENT NO. 14-HR-001

between the

STATE OF KANSAS
DEPARTMENT OF COMMERCE

and the

City of Beloit

I. Grant Agreement

- A. This Grant Agreement, hereinafter called "Agreement," is between the State of Kansas, Department of Commerce, and its representative, hereinafter called "Department" and the City of Beloit, Kansas, hereinafter called the "Grantee." This Agreement consists of the body and the following: SPECIAL CONDITIONS (attached hereto) and APPROVED PROJECT APPLICATION.
- B. Together they embody the entire Agreement between the Department and Grantee with respect to this grant program. All prior agreements, representations, statements, negotiations, and understandings with respect to this program are superseded hereby.

II. Authority

- A. This Agreement is financed in part through a grant provided to the Department by the United States Department of Housing and Urban Development (HUD) under Title I of the Federal Housing and Community Development Act of 1974, as amended (42 USC 5301 et. seq.), hereinafter called "the Federal Act." As provided in the Federal Act, the State of Kansas, through the Department, has elected to administer the federal program of Small Cities Community Development Block Grants.
- B. The Department, in accordance with the provisions of K.S.A. 74-5001 et. seq., hereinafter called "the State Act," has approved the application of the Grantee and awarded funds for the purpose of supporting the Grantee's Community Development Program.
- C. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.
- D. Federal Program – Community Development Block Grant Cluster (CDBG) (CFDA No. 14.228).

III. Description of Activities

Grantee agrees to perform, or cause to be performed, the work specified in the APPROVED PROJECT APPLICATION.

IV. Period of Performance

The period of performance for all activities assisted by this Agreement shall commence on **MAY 1, 2014**, hereinafter called the "Commencement Date," and shall be complete on **APRIL 30, 2016**, hereinafter called the "Completion Date," except those activities required for close-out and final audit.

V. Compensation

- A. In consideration of the Grantee's satisfactory performance of the work required under this Agreement and the Grantee's compliance with the terms of this Agreement, the Department shall provide the Grantee the total sum of **\$400,000** in Community Development Block Grant funds. Such funds shall be used by the Grantee in accordance with the Activities listed and budgeted on the APPROVED PROJECT APPLICATION and the CONTRACT PROJECT BUDGET FORM.
- B. In addition, the Grantee shall provide **\$42,000** in other sources of funds to this Community Development Program and such funds shall be used by the Grantee in accordance with the Activities and budget on the APPROVED PROJECT APPLICATION.
- C. It is expressly understood and agreed that in no event will the total program funds provided by the Department exceed the sum of **\$400,000**. Any additional funds required to complete the program activities set forth in this Agreement will be the sole responsibility of the Grantee, and not the responsibility of the Department.

- D. The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Department may terminate or amend this Agreement and will not be obligated to pay the Grantee from State revenues.
- E. It is hereby agreed that funds committed to be provided by the Department are conditioned upon the availability and use of funds to be provided by the Grantee from other sources. In the event any portion of the funds required to be provided by the Grantee pursuant to subsection (B) of paragraph V. are not made available or used for activities as listed and budgeted, the Department may, in its discretion, withdraw or reduce proportionately the funds to be provided to the Grantee pursuant to subsection (A) of paragraph V.
- F. The Grantee shall not anticipate future funding from the Department beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the Department to expend funds beyond the termination of this Agreement.

VI. Indemnification

The Grantee shall indemnify, defend, and hold harmless the State and its officers and employees from any liabilities, claims, suits, judgments, and damages arising as a result of the performance of the obligations under this Agreement by the Grantee or any subgrantee, contractor, subcontractor, or person. The liability of the Grantee under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments, and damages resulting from acts occurring prior to termination of this Agreement.

VII. Obligations of Grantee

- A. All of the activities required by this Agreement shall be performed by personnel of the Grantee or by third parties (subgrantees, contractors, or subcontractors) under the direct supervision of the Grantee and in accordance with the terms of written contracts. Any such contracts may be made subject to approval by the Department.
- B. Except as may otherwise be provided in the SPECIAL CONDITIONS, the Grantee may subgrant, contract, or subcontract any of the work or services covered by this Agreement.
- C. The Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any of the program being assisted under this grant.
- D. The Grantee shall require any third party to comply with all lawful requirements necessary to insure that the program is carried out in accordance with this Agreement.

VIII. Environmental Review Compliance

- A. The obligation and utilization of the funding assistance is subject to the requirements for a release of funds by the State under the Environmental Review procedures at 24 CFR Part 58 for any activities requiring such release.
- B. The Grantee agrees to assume all of the responsibilities for Environmental Review, decision making and action, as specified and required in Section 104(g) of Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended. The Grantee shall not allow any subrecipient to assume the grantee's Environmental Review responsibilities.

IX. Program Costs

- A. The Grantee may only incur such costs as are reasonable and necessary to the Grantee's Program and as are allowable under the Department's Procedures (OMB Circular A-87). Cost items not specifically authorized may only be incurred after written approval by the Department.
- B. Cash and in-kind contributions made by the Grantee shall follow the criteria established by the Department's Procedures.

- C. The total "Small Cities CDBG Funds" expended for "Administration" shown in the Contract Project Budget Form shall not exceed the approved amount unless amended by all parties to this contract.
- D. The Grantee shall not incur costs on any program activity until the Environmental Review required by 24 CFR 58 has been completed and the Department has issued the "Notice of Release of Funds."
- E. Any program activities performed by the Grantee in the period between notification of award and execution of this Agreement shall be performed at the sole risk of the Grantee. In the event this agreement should not become effective, the Department shall be under no obligation to pay the Grantee for any costs incurred or monies spent in connection with program activities, or to otherwise pay for any activities performed during such period. However, upon execution of this Agreement, all Program Costs incurred in connection with approved activities performed during this period shall be reimbursed in accordance with the terms and conditions of this Agreement.
- F. Grant funds may not, without advance written approval by the Department, be obligated after the Completion Date except for those activities required for close-out. Obligations incurred prior to and still outstanding as of the Completion Date shall be liquidated within ninety (90) days.
- G. At any time during the period of performance under this Agreement, and upon receipt of the progress and financial reports, Final Program Report or Final Audit Report, the Department may review all Program Costs incurred by the Grantee and all payments made to date. Upon such review the Department shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of approved expenditures; and shall, by written notice specifying the disallowed expenditures, inform the Grantee of any such disallowance.
- H. If the Department disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, the Department may deduct the amount of disallowed costs from any future payments under this Agreement or require that the Grantee refund the amount of the disallowed costs.

X. Requisition of Grant Funds

- A. The Grantee shall be entitled to receive requisitioned funds from the Department only in accordance with its actual and immediate cash requirements and only when the total of federal funds remaining on hand in the depository account does not exceed \$5,000 and is insufficient to meet immediate disbursement needs.
- B. Requisitions for cash advances shall be made on the established forms and shall not ordinarily be made more frequently than twice a month or in amounts less than \$3,000 and in no cases more than \$200,000.
- C. The Grantee shall establish procedures to insure that any amounts of cash in excess of the limits set forth in (A) above shall be expended within three (3) days of receipt of the funds in the depository account.
- D. Cash advances made by the Grantee to subgrantees shall conform substantially to the same standards of timing and amount as apply to the Grantee under this Agreement.
- E. Amounts withheld from contractor to assure satisfactory completion of work shall not be paid until the Grantee has received a final payment request from the contractor and has certified the work is complete and satisfactory.
- F. The Department may terminate advance financing and require the Grantee to finance its operations with its own working capital should it be determined that the Grantee is unwilling or unable to establish procedures to minimize the time lapsing between cash advances and disbursement. Payments to the Grantee would then be made only as reimbursement for actual cash disbursements.

XI. Depositories for Program Funds

- A. The Grantee shall maintain a separate record for money received under the Community Development Program. Into this fund shall be deposited:
 - 1. Moneys received from the Department.
 - 2. Program income earned through program activities.
- B. Any interest earned, prior to disbursement, on advances of grant funds shall be remitted to the State for subsequent return to the United States Treasury.

XII. Financial Management

- A. Grantees shall establish and maintain a system which assures effective control over and accountability for all funds, property and other assets used in the Community Development Program.
- B. Grantees shall either adopt the system recommended by the Department or certify to the Department, in writing, prior to making the first requisition of funds that the alternative system proposed for use shall meet the following standards:
 - 1. Maintenance of separate accounting records and source documentation for the Community Development Program;
 - 2. Provision for accurate, current and complete disclosure of the financial status of the Program;
 - 3. Establishment of records of budgets and expenditures for each approved activity;
 - 4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;
 - 5. Provision of financial status reports in the form specified by the Department;
 - 6. Compliance with the Department's audit requirements (OMB Circular A-133); and
 - 7. Consistency with generally accepted accounting principles as specified by the Kansas Department of Administration, unless a waiver of GAAP has been received by the Grantee from the Kansas Director of Accounts and Reports.

XIII. Monitoring and Reporting

- A. The Grantee shall monitor the activities of the Community Development Program, including those of contractors and subcontractors, to assure that all program requirements are being met.
- B. The Grantee shall submit progress and financial reports to the Department in accordance with the schedule set forth in the SPECIAL CONDITIONS. These reports shall be in a format prescribed by the Department.
- C. The Grantee shall submit a Final Program Report with the close-out no later than ninety (90) days following the Completion Date.
- D. From time to time, as requested in writing by the Department, the Grantee shall submit such data and other information as the Department may require.
- E. Failure to report as required or respond to requests for data or information in a timely manner may be grounds for suspension or termination of the Grant.

XIV. Procurement Procedures

- A. The Grantee shall use established procurement procedures which reflect applicable State and local laws and regulations and the Department's Procedures for the establishment of procurement systems.

- B. These standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered into support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.

XV. Bonding Requirements

- A. When administering federal grants and subgrants, a Grantee may follow its own requirements and practices with respect to: (1) bonding of employees and contractors, and (2) insurance. Federal grantor agencies are not permitted to impose requirements beyond those listed below. The government-wide grants management common rule, "Uniform Administrative Requirements for Grants to State and Local Governments," contains bonding requirements only for circumstances when a grantee contracts for construction or facility improvement (including alteration and renovation) and the bids and contracts exceed \$25,000. The following types of bonds are required in the "Procurement" section of the common rule:
- A 100 percent "performance bond" on the part of the contractor to secure fulfillment of all the contractor's obligations under the contract; and
 - A 100 percent "payment bond" on the part of the contractor to assure payment, as required by law, of all persons supplying labor and materials as part of work provided under the contract.
- B. The Department reserves the right to promulgate and enforce bonding procedures and requirements applicable to any project.
- C. All bonds shall be procured from a surety company registered and licensed to do business in the State of Kansas and countersigned by its Kansas resident agent.

XVI. Program Income

- A. Program Income, as defined in the Final Statement, means gross income earned by the Grantee from activities supported by grants made by the Department under the provisions of the Federal Act, or as otherwise defined by the Department.
- B. All Program Income from a project funded by this Agreement may be retained by the Grantee (unless specified as a Special Condition to this agreement) and shall be added to funds committed to the support of the program established by this Agreement or for such eligible program activities as may be authorized by the Department. This income shall be disbursed to the maximum extent feasible prior to requisitioning additional funds under this agreement.

XVII. Program Close-out Procedures

- A. Program close-out is the process by which the Department determines that all applicable administrative and financial actions and all required work of the program including audit and resolution of audit findings have been completed or that there are no additional benefits likely to occur by continuation of program activities or costs. All findings from Department monitoring visits must be cleared prior to close-out.
- B. The Completion Date is the date specified in Section IV., Period of Performance, of this Agreement or amendment thereto, on which assistance ends for all program activities except those required to complete the close-out or the date on which the grant is suspended or terminated.
- C. The Grantee shall submit to the Department close-out documents covering the entire program within ninety (90) days of completion date. Additionally, one copy must be placed where other program documents are available for public review, and at least one copy must remain in the Grantee's files. The Department may grant extensions to the time for submission of these documents when so requested by the Grantee in writing.
- D. The Department retains the right to recover any appropriate amount of unobligated program funds.
- E. The Grantee shall account for any property acquired with grant funds, or received from the federal or state government in accordance with the Department's property management procedures.

XVIII. Termination for Convenience

- A. The Department or Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the program would not produce beneficial results commensurate with the further expenditure of funds.
- B. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
- C. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Grantee shall be allowed full credit for noncancelable obligations, property incurred prior to termination.

XIX. Suspension or Termination-for-Cause

- A. The Department may suspend the grant, in whole or in part, at any time during the Grant Period, and upon reasonable notice to the Grantee withhold further payments or prohibit the Grantee from incurring additional obligations of grant funds when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Grantee or a decision by the Department to terminate the grant. The Department shall allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.
- B. The Department, after reasonable notice following procedures pursuant to Final Statement may terminate the grant, in whole or in part, at any time during the Grant Period when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. The Department shall promptly notify the Grantee in writing, of the determination and the reasons for the termination, together with the effective date and may initiate procedures to recapture all funds advanced to Grantee.
- C. Payments made to the Grantee or recoveries by the Department under grants which have been suspended or terminated for cause shall be in accord with the legal rights and liabilities of the parties.

XX. Audit Requirements

- A. The Grantee shall arrange for the performance of annual financial/compliance audits of the grant project. All audits must be performed by an independent qualified auditor. The audit period is identical with the Grantee's regular fiscal year. The audit(s) will be conducted in accordance with the requirements set forth in the audit section of the Kansas CDBG Handbook, which are based on the U.S. Single Audit Act of 1984 as amended in 1996 and Office of Management and Budget (OMB) Circular A-133.
 - 1. If the local government expends \$500,000 or more of Federal grant assistance from all programs, it must have an annual audit performed in accordance with OMB Circular A-133. An A-133 audit is a financial and compliance audit that covers the entire operations of the local government, rather than being limited to the CDBG project or other Federal grants.
 - 2. If the local government expends less than \$500,000 in a fiscal year, it will be the option of the Department of Commerce to determine if a project specific audit will be required. If such audit is required, it will be procured and paid for by the Department.
 - 3. Grantee's will be required to submit the "audit information form" to the Department of Commerce each fiscal year. This form must be submitted to the Department by or before March 20th of each fiscal year.
- B. Grantees are required to submit one copy of a fiscal year audit report covering the program. The audit reports shall be sent within 30 days after the completion of the audit, but no later than the nine months after the end of the audit period unless agreed to by the Department.
- C. If any expenditures are disallowed as a result of the Final Audit Report, the obligation for reimbursement to the Kansas Small Cities Community Development Block Grant Program shall rest with the Grantee.

XXI. Retention of and Access to Records

- A. Financial records, supporting documents, statistical records, and all other records pertinent to this program shall be retained in accordance with the Department's Procedures.
- B. Authorized representatives of the Department, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of these grants and the receipt of assistance under the Small Cities CDBG program as may be necessary to make audits, examinations, excerpts, and transcripts for a period of three years after the entire State CDBG grant year you were awarded from has been closed out by HUD.
- C. Any contract or agreement entered into by the Grantee shall contain language comparable to subsection (B) so as to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.

XXII. Conflict of Interest

- A. In the procurement of supplies, equipment, construction and services by Grantees and subgrantees, the conflict of interest provisions of the Kansas Department of Commerce as provided at CFR 570.611 shall apply.
- B. No member of the Governing Body, officer or employee of the Grantee, or its designees or agents, or any other person who exercises any functions or responsibilities with respect to the program assisted by this Agreement during his tenure or for one year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the program.
- C. The Grantee shall incorporate, or cause to be incorporated, in all third party agreements, a provision prohibiting such interest pursuant to the purpose of this Section.
- D. The Grantee shall not employ, nor shall permit any third party to employ any employee of the Department.

XXIII. Equal Opportunity

In addition to all equal opportunity provisions and the Assurances incorporated by reference herein, the Grantee agrees to comply with all of the requirements of the Kansas Acts Against Discrimination relating to fair employment practices, to the extent applicable and shall cause the foregoing provisions to be inserted in all contracts with third parties for any work covered by this Agreement so that such provisions will be binding upon such third parties.

Grantee will conduct and administer the grant in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq., as amended) and the Fair Housing Act (42 USC 3601-20) and will affirmatively further fair housing.

XXIV. Waiver of Enforcement

A waiver by the Department of the right to enforce any provision of this Agreement shall not be deemed a waiver of the right to enforce each and all of the provisions herein.

XXV. Reversion of Assets

- A. Consistent with the provisions at 24 CFR 570.703, the Grantee shall transfer any CDBG funds on hand at the time of expiration of the Agreement and any accounts receivable attributable to the use of CDBG funds to the Department.
- B. Any real property under the Grantee's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be used for its original intended purpose for five years after expiration of the agreement. Should the Grantee fail to utilize said property for its intended purpose, the Grantee shall pay the Department an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

XXVI. Budget Amendments and Other Changes

- A. During the implementation of the grant project, the Grantee may revise the CDBG activities amounts in the CONTRACT PROJECT BUDGET FORM; provided that:
 - 1. The cumulative effect of the revision is to not make line item budget transfers which exceed ten percent of the total grant or \$10,000 cumulative of CDBG monies, whichever is less.
 - 2. The change does not increase any professional services of the CDBG approved budget;
 - 3. The change will not significantly change the scope, location or objectives of the approved activities; and
 - 4. The change does not add or eliminate any activity.
- B. Any such changes to this Agreement shall constitute an amendment, including time extension of the completion date.
- C. The Grantee shall notify the Department if, through the use of other funds, there is an intention to expand, enhance or add to the scope of the program covered by the Agreement, or there is a proposal to undertake activities that will have an impact upon the buildings, areas or activities of this program. The Department reserves the right to require an amendment to this Agreement if such is deemed necessary.
- D. Amendments to the terms and conditions of this Agreement shall not become effective unless reduced to writing, applicable standard forms submitted in duplicate, passed by Resolution of the governing body, and signed by the duly authorized representative of the Grantee, and signed by the Department.
- E. I hereby certify that I have knowledge of all activities in the above-referenced grant. 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. By accepting the above-referenced grant award, I certify that no portion of the above grant award violates this regulation.

Copies or originals of all CDBG recipient files and documentation must be maintained at the recipient's principal place of business.

We, the undersigned, have read and understood the above document and hereby agree to the terms and conditions contained herein.

Dated by the Department of Commerce this _____ day of _____, 20 ____.

STATE OF KANSAS
DEPARTMENT OF COMMERCE

By: _____
CDBG Program
Kansas Department of Commerce

By: _____
Notary Public, State of Kansas

City of Beloit Kansas
(Grantee)

By: _____
(Name) (Title)

(SEAL)

ATTEST: _____
(For the Grantee)

SPECIAL CONDITIONS

In addition to the general terms and conditions of this Agreement, the Grantee and the Department hereby agree to the following Special Conditions:

1. As provided in Section IX., Program Costs, F., the Notification of Award for the grant under this Agreement is dated **APRIL 8, 2014**.
2. As provided in Section XIII., Monitoring and Reporting, B., the Grantee shall submit Quarterly Progress Reports to the Department. The reporting periods consist of January/February/March, April/May/June, July/August/September and October/November/December. Quarterly Progress Reports are to be submitted to the Department on or before ten (10) days after the end of each quarter. A Quarterly Progress Report shall be submitted for each quarter, or portion thereof, during the Period of Performance as provided in Section IV. Any extension of time approved by the Department will require additional Quarterly Progress and Financial Reports to be submitted in accordance with the above-referenced schedule.
3. As provided in Section IV., Period of Performance, all activities assisted by this Agreement shall be completed on **APRIL 30, 2016** except for those activities required to close out the program, such as the Final Program Report and the Final Audit Report.
4. As provided in Section XIII., Monitoring and Reporting, C., the Grantee shall submit a Final Program Report to the Department on or before **JULY 31, 2016**.
5. The Grantee shall not use funds that have been granted by HUD under the Federal Act, or which may have been accrued as a consequence of activities supported with such grant funds (program income), in whole or in part for the support of the Activities covered by this Grant Agreement without first having secured the express written approval of HUD.
6. The Grantee shall be permitted to satisfy the program audit requirements of Section XX., Audit Requirements, by conducting a single municipal government-wide financial audit at the time of an annual audit provided for by Kansas law. Said audit will be completed on or before September 30 of each year the grant is open and one year after the grant is closed. Grantees receiving federal assistance in any fiscal year must have an audit made in accordance with the Single Audit Act of 1984 as amended in 1996 (OMB Circular A-133) for such fiscal year unless exempted under OMB Circular A-133. Those Grantees having expended \$500,000 or more of total federal funds from all sources must have an annual audit.
7. Will require each unit of local government to be distributed Title I funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act) and prohibiting the barring of entrance or exit to any facility or location which is the subject of such demonstration (Cranston-Gonzales National Affordable Housing Act).
8. In addition to the above certifications, the undersigned also makes the certification required which is attached regarding Lobbying.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date

Official

Grantees are required to keep records until three years after the entire CDBG grant year from HUD has been closed out.

GRANTEE NAME: CITY OF BELOIT

GRANT NUMBER: 14-HR- 14-HR-001

***DUNS NUMBER:**

ACTIVITY	CDBG FUNDS	OTHER FUNDS	SOURCE OF OTHER FUNDS	TOTAL COST
1. Public Facilities/Construction				
a. Water Treatment Plant				\$ -
b. Sewer/Lines/Treatment				\$ -
c. Street Improvements				\$ -
d. Drainage/Flood				\$ -
e. Center/Facility				\$ -
f. Other (Identify)				\$ -
g. Acquisition, including easements				\$ -
h. Engineering Design				\$ -
i. Construction Inspection				\$ -
j. Architectural Services				\$ -
k. Other Professional Services				\$ -
Public Facility Activities Total		\$ -		\$ -
2. Housing Activities				
a. Housing Rehabilitation (15)	\$ 288,500	\$ 40,000	Property Owners/ Weatherization	\$ 328,500
b. LSWP/Cleaning for Clearance	\$ 26,000			\$ 26,000
c. HQS Inspections	\$ 10,400			\$ 10,400
d. LBP Assessments	\$ 13,000			\$ 13,000
e. LBP Clearance Testing	\$ 3,900			\$ 3,900
f. Relocation	\$ 700			\$ 700
g. Demolition (8)	\$ 28,500			\$ 28,500
H Demolition Inspections	\$ 4,000			\$ 4,000
Housing Activities Total	\$ 375,000	\$ 40,000	Property Owners/ Weatherization	\$ 415,000
3. Administration				\$ -
a. Administrative Activities	\$ 25,000	\$ 2,000	City	\$ 27,000
b. Legal				\$ -
c. Audit				\$ -
Administration Total	\$ 25,000	\$ 2,000	City	\$ 27,000
ALL ACTIVITIES TOTAL	\$ 400,000	\$ 42,000		\$ 442,000

***TO RECEIVE A CITY/COUNTY DUNS # PLEASE CALL 1-866-705-5711**



CITIZEN BOARD AND COMMISSION EXPRESSION OF INTEREST FORM

CITY OF BELOIT HOUSING BOARD

Special Instructions:

- 1) Please print in black ink or type, if possible. Please do not write on the back of this form; use another sheet of paper if necessary.
- 2) Please return to: City of Beloit, 119 N. Hersey, Beloit, Ks. 67420 - DEADLINE MAY 15TH, 2014

Title: Mr. Mrs. Miss Ms. Dr.

Name _____

Address _____

Number of years you have lived in Beloit _____

Telephone (Home) _____ (Cell) _____ (Business) _____ (Fax) _____

Occupation _____ Employer _____

Business Address _____

Education (Highest school year, degrees, etc.) _____

Prior Appointed or Elected Offices held (if any) _____

Please describe any present or past volunteer activities: _____

Why would you like to serve? (Please discuss specific interest, experience and qualifications which would make you an effective board member.) _____

SIGNATURE: _____ DATE: _____

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:		
May 6, 2014	AUDIT FIRM SELECTION		
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 FY2013 audit agreement with Clubine and Rettele in an amount not to exceed \$8,200.00 and designate the Director of Finance/City Clerk to oversee their services.

FISCAL NOTE:

- The direct cost of this item is approximately \$8,200.00.
- Funding for this type of item was included in the 2014 budget in various line items, including 10-11-3310 (General Fund-Administration-Audit). The audit amount is split between the four major funds (General, Electric, Water, and Wastewater)

DISCUSSION:

Every year the City's financial statements from the previous year are audited. For the past eight years, the City had a contract with Clubine and Rettele, from Salina, to perform this duty. Contact was not made with any other firms this year.

Clubine and Rettele are requesting that the City "designate a qualified management-level individual to be responsible and accountable for overseeing their services." While the audit is taking place, Clubine and Rettele staff will be in the City Office going through financial documents for several days. City staff will assist them with any requests they may have. Clubine and Rettele have done a good job for us in the past and City staff works well with their staff.

Respectfully submitted,

Glenn Rodden
City Administrator

**CLUBINE &
RETTELE
CHARTERED**

Certified Public Accountants



Robert I. Clubine, CPA
David A. Rettele, CPA
Jay D. Langley, CPA, CGMA
Jon K. Bell, CPA
Leslie M. Corbett, CPA
Stacy J. Osner, CPA

Marci K. Fox, CPA
Linda A. Suelter, CPA
Valerie K. Linenberger, CPA
Johnna R. Vosseller, CPA

218 South Santa Fe
P.O. Box 2267
Salina, Kansas
67402-2267

Salina
785 / 825-5479
Salina Fax
785 / 825-2446

Ellsworth
785 / 472-3915
Ellsworth Fax
785 / 472-5478

April 21, 2014

City of Beloit
Mayor and City Council
119 N Hersey
Beloit, KS 67420

CLIENT COPY

We are pleased to confirm our understanding of the services we are to provide the City of Beloit, Kansas, for the year ended December 31, 2013. We will audit the financial statement of the City of Beloit and its related municipal entity, Beloit Port Library, as of and for the year ended December 31, 2013.

We have been engaged to report on the regulatory-required supplementary information (RRSI) that accompanies the City of Beloit's financial statement. We will subject the following RRSI to the auditing procedures applied in our audit of the financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statement or to the financial statement itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statement as a whole:

- 1) Schedule 1, Summary of Regulatory Basis Expenditures – Actual and Budget
- 2) Schedule 2, Schedules of Regulatory Basis Receipts and Expenditures – Actual and Budget
- 3) Schedule 3, Schedule of Regulatory Basis Receipts and Expenditures – Agency Funds
- 4) Schedule 4, Schedule of Regulatory Basis Receipts and Expenditures – Related Municipal Entity

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statement is fairly presented, in all material respects, in conformity with the *Kansas Municipal Audit and Accounting Guide (KMAAG)* and the accounting practices prescribed by the State of Kansas to demonstrate compliance with the cash basis and budget laws of the State of Kansas, which is a regulatory basis of accounting, the practices of which differ from accounting principles generally accepted in the United States of America (GAAP) and to report on the fairness of the RRSI referred to in the second paragraph when considered in relation to the financial statement as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the KMAAG, and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinion. If our opinion on the financial statement is other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the financial statement and all accompanying information as well as all representations contained therein. You are also responsible for making all management decisions and performing all management functions; for designating an individual (_____), with suitable skill, knowledge, or experience to oversee our assistance with the preparation of your financial statement and related notes; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statement of the respective Summary Statement of Receipts, Expenditures, and Unencumbered Cash of the City of Beloit in conformity with the KMAAG and the practices prescribed by the State of Kansas to demonstrate compliance with the cash basis and budget laws of the State of Kansas, which is a regulatory basis of accounting, the practices of which differ from GAAP.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations. .

It is our understanding that management and the governing body have taken appropriate action through the adoption of a resolution pursuant to K.S.A. 75-1120a(c) to waive the statutory requirement to prepare its annual financial statement in accordance with GAAP, and have elected to prepare the financial statement (special purpose financial statement) in accordance with a special purpose framework consistent with the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of the State of Kansas (Kansas Cash Basis Law, K.S.A. 10-1101 et seq., and the Kansas Budget Law, K.S.A. 79-2925 et seq.) as regulated by the State in the KMAAG.

Management understands and acknowledges the following with regards to the special purpose financial statement:

- The purpose for using the KMAAG regulatory basis framework is to comply with the statutory provisions applicable to the entity for preparation of the financial statement on a basis of accounting other than GAAP;
- The financial statement is intended for general use;
- Management has taken appropriate steps to determine that the KMAAG regulatory basis framework is acceptable in the circumstances for meeting its annual financial statement reporting needs;
- Informative disclosures will be included in the financial statement that are appropriate to the KMAAG regulatory basis framework, including:
 - A description of the KMAAG regulatory basis framework, including a summary of significant accounting policies, and how the framework differs from GAAP
 - Informative disclosures similar to those required by GAAP for items contained in the special purpose financial statement that is the same as, or similar to, the financial statement prepared in accordance with GAAP
 - Any additional disclosures beyond those specifically required by the KMAAG regulatory basis framework that may be considered necessary to achieve fair presentation of the special purpose financial statement
 - Management has chosen to include financial information of the following related municipal entity in its financial statement:
 - Beloit Port Library

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statement or other documents.

With regard to the electronic dissemination of the audited financial statement, including the financial statement published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Auditor's Responsibilities

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statement; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the

financial statement is free of material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors are limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statement and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatements of the financial statement and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statement is free of material misstatements, we will perform tests of the City of Beloit's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

We will also be responsible for the following with regards to the audit of the financial statement:

- For complying with all auditing standards generally accepted in the United States of America as relevant to and adapted to the circumstances of the audit of the special purpose financial statement
- For evaluating whether the special purpose financial statement is suitably titled, adequately refers to or describe the KMAAG regulatory basis framework, include a summary of significant accounting policies, adequately describes how the KMAAG regulatory basis framework differs from GAAP in qualitative terms, and includes the appropriate informative disclosures as described in Management's Responsibilities above
- For evaluating whether the special purpose financial statement achieves fair presentation with regards to the KMAAG regulatory basis framework and forming the appropriate opinion on the special purpose financial statement taken as a whole
- For expressing an opinion as to the fair presentation of the financial statement in accordance with GAAP, in addition to expressing an opinion about whether the financial statement is prepared in accordance with the KMAAG regulatory basis framework, due to the fact that the special purpose financial statement is intended for general use

Engagement Administration, Fees, and Other

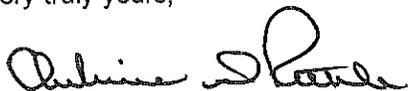
We understand that your employees will locate any documents selected by us for testing.

Jay D. Langley is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, not including expenses will not exceed \$8,200.00. In addition we will bill any assistance with the budget at our standard hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the

experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered upon the completion of our field work and are payable on delivery of our audit report. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Beloit, Kansas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Clubine and Rettele, Chartered

RESPONSE:

This letter correctly sets forth the understanding of the City of Beloit, Kansas.

By: _____

Title: _____

Date: _____

REQUEST FOR COUNCIL ACTION

DATE:

May 6, 2014

TITLE:

UNIFORM BID

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION: ORDINANCE RESOLUTION FORMAL ACTION OTHER**RECOMMENDATION:**

I recommend that the Council approve the uniform bid from Action T's.

FISCAL NOTE:

- The approximate cost of this item is \$6,582.50.
- Funding for this type of item is available in various funds (line item -2911) in the 2013 budget.

BIDS RECEIVED:

<u>COMPANY</u>	<u>PRICE</u>
Action T's	\$6,582.50
Sunny View Custom Design	\$7,400.00
James Clothing	No Bid
Ackerman's	No Bid
Tipton Print Screening	No Bid

DISCUSSION:

Attached is this year's bid tabulation for employee uniforms. We received a response from two vendors from the bid advertisement. The cost of uniforms will be split between four departments, including Transportation, Parks and Recreation, Plant Operations, and Systems Operations. The Police Department buys their uniforms on an as needed basis and staff from the City Administrator's Office receives a small yearly clothing allowance.

Although I estimate a total cost of approximately \$6,582.50, the actual total cost will be different from the estimate because sizes and quantities will vary. Therefore, I recommend that the Council approve the uniform bid from Action T's in the amount of \$6,582.50.

Respectfully submitted,

Glenn Rodden
City Administrator

Action T's (Beloit)			
Short Sleeve Uniform Shirts (approximately 55)	each shirt	logo fee	
L	22.00	0.00	\$660.00
XL	22.00	0.00	\$330.00
2XL	24.00	0.00	\$120.00
3XL	25.00	0.00	\$125.00
Long Sleeve Uniform Shirts (approximately 45)			
L	22.00	0.00	\$440.00
XL	22.00	0.00	\$330.00
2XL	23.00	0.00	\$115.00
3XL	24.00	0.00	\$120.00
Short Sleeve T-Shirts (approximately 200)			
L	10.50	0.00	\$1,155.00
XL	10.50	0.00	\$472.50
2XL	11.50	0.00	\$517.50
3XL	12.50	0.00	\$312.50
Long Sleeve T-Shirts (approximately 100)			
L	10.50	0.00	\$315.00
XL	10.50	0.00	\$315.00
2XL	11.50	0.00	\$345.00
3XL	12.50	0.00	\$250.00
Polo Shirts (approximately 20)			
M-XL:	13.00		\$260.00
Denim Shirts Shirts (approximately 20)			
M-XL:	20.00		\$400.00
Approximate Total:			\$6,582.50

Note: Screen Print ONLY for Logo
Warranty: 100% replacement

Sunny View Custom Designs			
Short Sleeve Uniform Shirts (approximately 55)	each shirt	logo fee	
L	28.00	0.00	\$840.00
XL	28.00	0.00	\$420.00
2XL	30.00	0.00	\$150.00
3XL	30.00	0.00	\$150.00
Long Sleeve Uniform Shirts (approximately 45)			
L	30.00	0.00	\$600.00
XL	30.00	0.00	\$450.00
2XL	33.00	0.00	\$165.00
3XL	33.00	0.00	\$165.00
Short Sleeve T-Shirts (approximately 200)			
L	10.00	0.00	\$1,100.00
XL	10.00	0.00	\$450.00
2XL	10.00	0.00	\$450.00
3XL	12.00	0.00	\$300.00
Long Sleeve T-Shirts (approximately 100)			
L	12.00	0.00	\$360.00
XL	12.00	0.00	\$360.00
2XL	12.00	0.00	\$360.00
3XL	14.00	0.00	\$280.00
Polo Shirts (approximately 20)			
M-XL:	18.00	0.00	\$ 360.00
Denim Shirts Shirts (approximately 20)			
M-XL:	22.00		\$440.00
Approximate Total:			\$7,400.00

Note: One time art fee of \$25.00
Warranty: None

ActionT

BID SHEET

This form must be completed for bid to be valid. If minimum requirements cannot be met or sheet is not completed, bid will not be considered. Bids must include all items requested. Attach a description to indicate any deviation from the specifications as long as item still meets minimum requirements. Please bid one price per item.

<u>ITEM</u>	<u>MINIMUM SPECIFICATIONS</u>	<u>PRICE</u>
Short Sleeve Uniform Shirts (approximately 55)	65/35 or 50/50 Polyester-cotton, snaps or buttons, Blue, EMBROIDERED CITY LOGO	L: 22.00 XL: 22.00 2XL: 24.00 3XL: 25.00 4XL: 26.00
Long Sleeve Uniform Shirts - (approximately 45)	65/35 or 50/50 Polyester-cotton, snaps or buttons, Blue, EMBROIDERED CITY LOGO	L: 22.00 XL: 22.00 2XL: 23.00 3XL: 24.00 4XL: 25.00
Short Sleeve T-Shirts w/ pockets (approximately 115)	Light gray, heavy duty, durable t-shirt CITY SCREEN PRINT LOGO (Regular and Big & Tall sizes).	L: 10.50 XL: 10.50 2XL: 11.50 3XL: 12.50 4XL: 13.50
Long Sleeve T-Shirts w/ pockets (approximately 100)	Light gray, heavy duty, durable t-shirt CITY SCREEN PRINT LOGO	L: 10.50 XL: 10.50 2XL: 11.50 3XL: 12.50 4XL: 13.50
Polo Shirts w/ pockets Short Sleeve &/or Long Sleeve	Cotton, multi-color choices, EMBROIDERED CITY LOGO	S: 13.00 M: 13.00 L: 13.00 XL: 13.00
Denim Shirts w/ pockets Short Sleeve &/or Long Sleeve	Variety EMBROIDERED CITY LOGO	S: 20.00 M: 20.00 L: 20.00 XL: 20.00

Delivery Date:

Warranty (if any): 100%

Return Policy:

Restocking Fee (if any): \$ NONE

Logo Fee (for silkscreen imprint on t-shirts, if not included in price) \$

- no charge

Logo Fee (embroidery on administrative apparel & uniform shirts.) \$

WE JUST SCREEN PRINT

Sorting Fee (if any): \$ NONE

Measurements Fee (if any): \$

Miscellaneous Fee (if any): \$

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



Tel No (785) 738-3551
Fax No (785) 738-2517
Email mlomax@beloitks.org

NOTICE OF BID

The City of Beloit, 119 N. Hersey, Beloit, Kansas, will be accepting sealed bids at the Office of the City Clerk until:

Date: April 30, 2014

Time: 3:30 P.M.

For the purchase of the following items:

Approximately 45 Long Sleeve Uniform Shirts
Approximately 55 Short Sleeve Uniform Shirts
Approximately 115 Short Sleeve T-Shirts
Approximately 100 Long Sleeve T-Shirts
Approximately 20 Polo Shirts
Approximately 20 Denim Shirts

**All bids are to be submitted in a sealed envelope prominently marked
"Uniform Bid-2014"**

All bids received by the closing date and time will be publicly opened and read aloud at
3:30 p.m., April 30, 2014
at the Beloit City Office, 119 N. Hersey, Beloit, Kansas.

The City of Beloit, Kansas reserves the right to select the lowest and/or best bid, waive formalities, or reject any or all bids.

For additional information or results of bid opening, contact the Beloit City Office at (785) 738-3551, Monday-Friday, 8:00 a.m. to 5:00 p.m. Thank You for your time.

Sincerely,

Amanda Lomax
City Clerk

BID SHEET

This form must be completed for bid to be valid. If minimum requirements cannot be met or sheet is not completed, bid will not be considered. Bids must include all items requested. Attach a description to indicate any deviation from the specifications as long as item still meets minimum requirements. Please bid one price per item.

<u>ITEM</u>	<u>MINIMUM SPECIFICATIONS</u>	<u>PRICE</u>
Short Sleeve Uniform Shirts (approximately 55) <i>*RED KAP, PEARL SNAP, WESTERN</i>	<u>65/35</u> or 50/50 Polyester-cotton, <u>snaps</u> or buttons, <u>Blue</u> EMBROIDERED CITY LOGO <i>STYLE, TWO POCKET</i>	L: \$ 28 w/ logo XL: \$ 28 w/ logo 2XL: \$ 30 w/ logo 3XL: \$ 30 w/ logo 4XL:
Long Sleeve Uniform Shirts - (approximately 45) <i>*RED KAP, PEARL SNAP, WESTERN</i>	<u>65/35</u> or 50/50 Polyester-cotton, <u>snaps</u> or buttons, <u>Blue</u> EMBROIDERED CITY LOGO <i>STYLE, TWO POCKET</i>	L: \$ 30 w/ logo XL: \$ 30 w/ logo 2XL: \$ 33 w/ logo 3XL: \$ 33 w/ logo 4XL: \$ 33 w/ logo
Short Sleeve T-Shirts w/ pockets (approximately 115)	Light gray, heavy duty, durable t-shirt CITY SCREEN PRINT LOGO (Regular and Big & Tall sizes)	L: \$10 w/ logo Golden XL: \$10 w/ logo Golden 2XL: \$10 w/ logo Golden 3XL: \$12 w/ logo Golden 4XL: \$13 w/ logo Paiside
Long Sleeve T-Shirts w/ pockets (approximately 100)	Light gray, heavy duty, durable t-shirt CITY SCREEN PRINT LOGO	L: \$12 w/ logo Golden XL: \$12 w/ logo Golden 2XL: \$12 w/ logo Golden 3XL: \$14 w/ logo Golden 4XL: \$14 w/ logo Golden
Polo Shirts w/ pockets Short Sleeve &/or Long Sleeve	<u>JERZEE</u> Cotton, multi-color choices, EMBROIDERED CITY LOGO <i>*INCLUDES LOGO*</i>	S: S/S \$16 LS \$18 M: S/S \$16 LS \$18 L: S/S \$16 LS \$18 XL: S/S \$16 LS \$18
Denim Shirts w/ pockets Short Sleeve &/or Long Sleeve	Variety EMBROIDERED CITY LOGO <i>*TRI-MOUNTAIN</i> or Blue Generation	S: \$22 w/ logo M: \$22 w/ logo L: \$22 w/ logo XL: \$22 w/ logo

Delivery Date: *20 days after last fitting*
 Warranty (if any): *None*
 Return Policy: *None when printed & sewn*
 Restocking Fee (if any): \$ *No returns allowed once printed or sewn*
 Logo Fee (for silkscreen imprint on t-shirts, if not included in price) \$ *none*
 Logo Fee (embroidery on administrative apparel & uniform shirts.) \$ *none*
 Sorting Fee (if any): \$ *none*
 Measurements Fee (if any): \$ *50 per day 8 hours*
 Miscellaneous Fee (if any): \$ *n/a*

Sunny View Custom Designs
CJ TOBALD, owner
485-568-2310

sunnyviewcustomdesigns@yahoo.com

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
May 6, 2014	HISTORICAL SOCIETY SUPPORT LETTER TO OPEN TIME-CAPSULE
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 the support letter for the Historical Society requesting that the post office open their time-capsule that was buried 100 years ago.

FISCAL NOTE:

- There is no direct cost associated with this item.

DISCUSSION:

The Mitchell County Historical Society is requesting a letter of support to be sent to the US Postal Service in support of the Society's effort to open a time capsule. The letter from the Historical Society is enclosed.

Respectfully submitted,

Glenn Rodden
City Administrator



PO Box 472
Beloit, KS 67420

785.738.5355

mchistorical@yahoo.com

04/15/2014

Sir or Madam:

The Mitchell County Historical Society is formulating a committee to commemorate the centennial year of the current Beloit, KS post office. On September 29, 1913, the cornerstone was laid and 58 items of Beloit's history were placed inside. During the entire year of 1914, the remainder of the building was erected. The post office was then moved from a block west to its current location in 1915.

MCHS museum would like to facilitate the opening of the cornerstone and preserve its' contents. We have contacted Jim Bell from Bell Memorial, who is a certified stone preservationist. He is willing to remove the stone and replace it properly. We are now putting a proposal together to send to the Federal Postmaster General to allow us to do this.

We are requesting a letter of support from you. Preserving history is very important to the Beloit community and to its historical society. We believe that having community and state officials' back positive local projects exhibits to our country's government a strong Beloit, a strong Mitchell County and a strong Kansas.

Please remit to the above address by May 25, 2014 and if you have further questions do not hesitate to contact us.

Sincerely,

Kyle Peterson
MCHS Museum Director

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



City of Beloit
www.beloitks.org

May 6, 2014

Dear Sir or Madam:

The City of Beloit's Governing Body is extending a letter of support on be-half of the Mitchell County Historical Society's request for the Beloit, KS post office to allow the opening of the cornerstone that was laid on September 29th, 1913. The Mitchell County Historical Society would also like to preserve its contents that were placed inside the cornerstone.

Sincerely,

Tom Naasz, Mayor

City of Beloit - 2014 1st Quarter Treasurers Report

Fund	Beginning Balance	Revenue	Expense	Ending Balance
General	119,353.42	841,117.08	648,121.72	312,348.78
Employee Benefit	242.39	454,558.07	314,923.23	139,877.23
Library	16,203.72	101,261.90	96,668.57	20,797.05
Special Parks and Recreation	39,654.21	3,311.30	-	42,965.51
Equipment Reserve	427.85	-	-	427.85
Special Highway	47,816.94	25,689.88	11,465.18	62,041.64
Economic Development	281.99	25,620.47	20,946.47	4,955.99
Capital Improvement Fund	483,729.61	415,788.72	312,507.89	587,010.44
Law Enforcement Trust Fund	2,664.56	26,138.94	1,000.00	27,803.50
Police Department Capital Reserve Fund	310.13	75.00	-	385.13
Fire Department Capital Reserve Fund	80,230.99	-	-	80,230.99
Neighborhood Revitalization	166.74	-	-	166.74
Water Fund	566,535.05	334,837.71	552,383.96	348,988.80
Water Pollution Treatment	280,274.15	245,189.64	330,006.63	195,457.16
Electric Utility	1,089,829.66	1,509,774.51	1,427,506.91	1,172,097.26
Refuse	47,673.42	69,632.64	47,803.16	69,502.90
Elec Plant & Equip Replacement	-	33,562.74	-	33,562.74
Water Plant/Equip Replacement	19,999.92	8,201.49	-	28,201.41
WPC Plant & Equipment Replacement	58,339.44	24,332.01	-	82,671.45
Cable	-	-	-	-
Cemetery Endowment	41,364.63	1,895.58	-	43,260.21
TOTALS	2,895,098.82	4,120,987.68	3,763,333.72	3,252,752.78
Outstanding Debt:				
Sewer Plant Loan	450,526.55			
AMR Loan with KDHE	282,912.57			
PBC Revenue Bonds	4,200,000.00			
General Obligation Bonds	700,000.00			
Revenue Bonds (Power Plant Projects)	3,910,000.00			
Revenue Bond - Electric Utility System	160,000.00			
Total Debt	<u>9,703,439.12</u>			

City of Beloit
2014 Budget and Fund Balances
March 31, 2014

Budgeted Funds	2014 Budgeted Expenditures	YTD Expenditures 3/31/2014	YTD Budget % Expended	2014 Budget Revenue	YTD Revenue 3/31/2014	YTD Budget % Received	Cash Balance 3/31/2014	Budget Authority Remaining
General	\$2,368,814.00	\$573,559.33	24.21%	\$2,333,463.00	\$799,553.24	34.26%	\$312,348.78	\$1,795,254.67
Employee Benefit	\$1,369,588.00	\$301,540.22	22.02%	\$1,377,588.00	\$441,175.06	32.03%	\$139,877.23	\$1,068,047.78
Library	\$192,521.00	\$90,489.62	47.00%	\$178,343.00	\$95,082.95	53.31%	\$20,797.05	\$102,031.38
Special Parks and Recreation	\$23,752.00	\$0.00	0.00%	\$12,386.00	\$3,311.30	26.73%	\$42,965.51	\$23,752.00
Special Highway	\$107,959.00	\$6,136.60	5.68%	\$99,710.00	\$25,558.92	25.63%	\$62,041.64	\$101,822.40
Economic Development	\$83,411.00	\$20,652.81	24.76%	\$83,300.00	\$25,620.47	30.76%	\$4,955.99	\$62,758.19
Law Enforcement Trust Fund	\$2,186.00	\$1,000.00	45.75%	\$5.00	\$26,138.94	522778.80%	\$27,803.50	\$1,186.00
Water Fund	\$1,779,972.00	\$522,429.44	29.35%	\$1,234,649.00	\$331,875.33	26.88%	\$348,988.80	\$1,257,542.56
Water Pollution Treatment	\$1,097,224.00	\$269,284.30	24.54%	\$951,950.00	\$249,419.15	26.20%	\$195,457.16	\$827,939.70
Electric Utility	\$6,310,808.00	\$1,067,639.52	16.92%	\$5,933,700.00	\$1,522,447.18	25.66%	\$1,172,097.26	\$5,243,168.48
Refuse	\$305,500.00	\$47,725.06	15.62%	\$305,500.00	\$70,385.08	23.04%	\$69,502.90	\$257,774.94
Neighborhood Revitalization	\$167.00	\$0.00		\$0.00			\$166.74	
	\$13,641,902.00	\$2,900,456.90	21%	\$12,510,594.00	\$3,590,567.62	29%	\$2,397,002.56	\$10,741,278.10

2/14/2014

ITEMS FOR COUNCIL DISCUSSION

DATE:

May 6, 2014

TITLE:

WORK SESSION DISCUSSION

DISCUSSION:

Items for discussion at your May 6, 2014 Work Session will include the following:

1. Public Works Director. The personnel committee met this week to review applications for the proposed public works director position. The committee decided not to interview any of the applicants for this position.
2. Electric Rates. Electric Director Ronnie Sporleder will discuss electric rates, fees, and various upcoming projects. Mr. Sporleder delivered a packet of information to each council member last week.

Respectfully submitted,

Glenn Rodden
City Administrator

