

REQUEST FOR COUNCIL ACTION

DATE: 6/17/2020

TITLE: BCBS Health Insurance Renewal

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend the Council approve the BCBS Health Insurance Renewal.

BACKGROUND:

Staff has been working alongside HUB International with Mark Isley, to provide the best renewal options that will help control costs and give the City of Beloit a long term stability in this arena while providing good benefits to employees. Mark utilized several different strategies to reduce our renewal from 23% to under 10%, which is a good start. We have also looked into going fully self funded utilizing Blue Cross Blue Shield. Mark will be at our meeting Monday to go over the renewal options and to educate us on fully funded versus self funded.

FINANCIAL IMPACT:

OPTIONS:

DISCUSSION:

Respectfully submitted,
Jason Rabe
City Manager

To: Karol Roadhouse, Stephanie Buckman

1. Group Name: Beloit City Employees

*** BLUES ENROLLMENT: BEH ***
 *** HCR Grandfathered: N ***

GROUP UTILIZATION REPORT

MPN: 96366

EARLY FINAL RATES

		Health/RX Contracts				Dental Contracts				
	EMP	ECH	ESP	FAM	Total	EMP	ECH	ESP	FAM	Total
Option A:	0	1	8	12	21	13	3	12	25	53
HDHP:	13	2	4	13	32					
	13	3	12	25	53					

2. Experience Period: 04/01/2019 - 03/31/2020
 Renewal Period: 09/01/2020 - 08/31/2021

3. Factors
 A. Blue Cross
 B. Blue Shield
 C. Dental
 D. Drug

***** HEALTH / DRUG *****
 Billed Charges Allowed Charges Payments
 \$ 2,340,723.59 \$ 1,115,217.04 \$ 978,610.71

4. Incurred & Paid Claims

5. Premium

6. Claims Expense
 (RX reported with Health)

7. Projected Loss Ratio (Claims Expense/Premium)

8. Current Monthly Premium

9. Current Monthly Premium Including Mental Hlth Vendor Admin

10. Credibility Computation
 A. Monthly Premiums to Cover Anticipated Claims Expense
 B. Credibility Factor
 C. Sub-Total (A x B)

D. Current Monthly Premiums Trended w/o Retention
 E. 1.00 Minus Credibility
 F. Sub-Total (D x E)

G. Needed Monthly Premiums w/o Retention (C+F)

H. Needed Monthly Premium with Retention

I. Final Monthly Premium

J. Final Monthly Premium & Large Claims

K. Percent of Change

ESTIMATED RESERVES	No	POTENTIAL REFUND	DIVISIBLE SURPLUS CODE
-\$668,568.58			50% Final Refund

Retention	Group Reserve	Desired Loss	Credibility
14.26%	Factor	Ratio	Factor
14.26%	6.0%	79.74	35.0
17.20%	6.0%	79.74	35.0
14.26%	6.0%	76.80	35.0
	6.0%	79.74	35.0

***** DENTAL *****
 Billed Charges Allowed Charges Payments
 \$ 67,916.00 \$ 51,894.13 \$ 46,856.87

Actual	Factor	Adjusted
\$ 66,716.06	1.022	\$ 68,191.24
Estimated	Factor	Projected
\$ 50,728.03	1.040	\$ 52,757.15

77.37%

\$5,610.88
 \$5,610.88

\$4,341.14
 35.00%
 \$1,519.40

\$4,475.95
 65.00%
 \$2,909.37

\$4,428.77
 \$5,766.63

\$5,768.84

+2.8%

Rate Adjustment Factor
 1.181

Rate Adjustment Factor
 1.486

\$91,585.15
 +23.0%

KEY: 2020-04-01 18 AR01 RF-N

MASTER POLICY SUMMARY

Type Service Summary

		PAYMENTS	ALLOWED CHARGES	BILLED CHARGES
D	DRUGS	400,670.22	425,982.39	670,610.63
G	ANESTHESIA	11,862.85	13,197.93	21,690.27
H	DX RAD PC ONLY	6,895.95	10,319.50	17,189.00
K	DX LAB TC ONLY	1,212.52	1,668.61	2,916.00
L	DX LAB PC ONLY	3,099.98	3,596.23	8,145.60
T	DX RAD TC ONLY	1,093.45	2,044.41	3,834.00
W	HME RENTAL	255.44	255.44	270.00
X	HME PURCH NEW	1,343.42	1,343.42	1,950.99
1	MEDICAL CARE	73,243.05	106,893.79	154,928.07
2	SURGERY	26,065.21	37,859.14	65,532.85
3	CONSULTATION	1,030.24	1,406.84	3,120.00
4	DX RAD PC/TC	819.93	1,642.14	2,441.00
5	DX LB PC/TC	13,678.99	18,348.59	36,904.70
7	DENTAL	48,774.29	58,566.21	76,397.00
8	ASST SURGERY	1,778.36	2,584.81	4,956.00
9	MISC MED CARE	8,646.46	10,784.66	12,676.54
1C	IP FAC MED	24,596.70	28,893.20	54,372.24
2C	IP FAC SURG	180,592.01	180,592.01	448,703.59
4C	OP FAC MED	107,549.29	126,593.65	497,602.96
5C	OP FAC SURG	99,926.49	116,180.44	267,157.31
6C	OP FAC ACC	12,332.73	18,357.76	57,240.84
		1,025,467.58	1,167,111.17	2,408,639.59

MPN Totals

HLT	IN	COMPREHENSIVE MAJOR MEDICAL	424,997.22	470,617.06	1,325,076.94
HLT	PR	COMPREHENSIVE MAJOR MEDICAL	244,240.23	309,931.97	502,886.26
DEN	PR	DENTAL-BUILDING BLOCK	46,856.87	51,894.13	67,916.00
PDG	PR	DRUGS-BLUERX CARD	309,373.26	334,668.01	512,760.39
			1,025,467.58	1,167,111.17	2,408,639.59



City of Beloit
 Medical Plan Benefit Summary
 September 1, 2020

MEDICAL BENEFITS	Blue Cross Blue Shield - Fully Insured		Dual Option with Select Rx
	Dual Option - Current	HDHP	
	Option A	Option A	HDHP
Deductible			
Single	\$500	\$3,000	\$3,000
Family	\$1,000	\$6,000	\$6,000
Coinsurance			
Single Maximum	80% / 20%	100% / 0%	100% / 0%
Family Maximum	\$2,500	N/A	N/A
	\$5,000	N/A	N/A
Out-of-Pocket Maximum			
Single	Out of Pocket Maximum includes Copays, Coinsurance and Deductibles	Out of Pocket Maximum includes Copays and Deductibles	Out of Pocket Maximum includes Copays and Deductibles
Family	\$5,000	\$6,350	\$6,350
Accumulation Period	\$10,000	\$12,700	\$12,700
Hospital Benefits	Plan Year	Plan Year	Plan Year
Primary Care Office Visit	Subject to Deductible & Coinsurance	Subject to Deductible	Subject to Deductible
Specialist Office Visit	\$35 copay	Subject to Deductible	Subject to Deductible
Telehealth	\$35 copay	Subject to Deductible	Subject to Deductible
Preventive Care	\$35 copay	Subject to Deductible	Subject to Deductible
	100%	100%	100%
Outpatient Rehabilitation Services	Subject to Deductible & Coinsurance	Subject to Deductible	Subject to Deductible
Outpatient Lab/X-ray Benefits	Subject to Deductible & Coinsurance	Subject to Deductible	Subject to Deductible
Complex Imaging Services	1st \$300 paid 100%, then subject Deductible & Coinsurance	Subject to Deductible	Subject to Deductible
Urgent Care Services	\$35 copay	Subject to Deductible	Subject to Deductible
Emergency Room	\$250 copay plus Deductible & Coinsurance	Subject to Deductible	Subject to Deductible
Accident Benefits	Pays 100% up to \$1,000 per person per benefit year, then Subject to Deductible & Coinsurance	Subject to Deductible	Subject to Deductible
Prescription Drugs	Deductible does not apply	Subject to Deductible then	Subject to Deductible then
Retail - Tier 1	\$15 copay	\$15 copay	\$15 copay
Retail - Tier 2	\$30 copay	\$50 copay	\$50 copay
Retail - Tier 3	\$45 copay	\$75 copay	\$75 copay
Retail - Tier 4	N/A	N/A	N/A
Retail - Tier 5	N/A	N/A	N/A
Mail Order	2.5 x Retail	2.5 x Retail	2.5 x Retail



City of Beloit
Health Care Options Cost Comparison
September 1, 2020

82.50% 17.50%

	Health	Dental	Vision (Materials Only)	Ambulance	Benefit Amount	City Portion	Employee Payout	Per Paycheck	EE Cost/Year
Current \$500 Ded / BCBS Den									
Employee	0	\$650.73	\$43.74		\$694.47	\$572.94	\$121.53	\$56.09	\$1,458.39
Employee + Spouse	8	\$1,397.87	\$93.82		\$1,491.69	\$1,230.64	\$261.05	\$120.48	\$3,132.55
Employee + Child(ren)	1	\$1,317.50	\$95.14		\$1,412.64	\$1,165.43	\$247.21	\$114.10	\$2,966.54
Family	12	\$2,064.64	\$145.24		\$2,209.88	\$1,823.15	\$386.73	\$178.49	\$4,640.75
96.00%									
4.00%									

Current HDHP / BCBS Den									
Employee	13	\$556.04	\$43.74		\$599.78	\$575.79	\$23.99	\$11.07	\$287.89
Employee + Spouse	4	\$1,194.28	\$93.82		\$1,288.10	\$1,236.58	\$51.52	\$23.78	\$618.29
Employee + Child(ren)	2	\$1,125.63	\$95.14		\$1,220.77	\$1,171.94	\$48.83	\$22.54	\$585.97
Family	13	\$1,763.88	\$145.24		\$1,909.12	\$1,832.76	\$76.36	\$35.25	\$916.38
Monthly		\$74,463.48	\$5,610.88		\$80,074.36	\$71,489.65			
Annual		\$893,561.76	\$67,330.56		\$960,898.32	\$857,875.78			

Revised Renewal \$500 Ded / BCBS Den									
Employee	0	\$704.79	\$41.46	\$11.96	\$772.21	\$637.07	\$135.14	\$62.37	\$1,621.64
Employee + Spouse	8	\$1,514.10	\$88.95	\$19.14	\$1,636.19	\$1,349.86	\$286.33	\$132.15	\$3,436.00
Employee + Child(ren)	1	\$1,427.05	\$89.86	\$22.08	\$1,552.99	\$1,281.22	\$271.77	\$125.43	\$3,261.28
Family	12	\$2,236.36	\$137.35	\$37.54	\$2,425.25	\$2,000.83	\$424.42	\$195.89	\$5,093.03
Revised Renewal HDHP / BCBS Den									
Employee	13	\$591.87	\$41.46	\$11.96	\$659.29	\$632.92	\$26.37	\$12.17	\$316.46
Employee + Spouse	4	\$1,271.32	\$88.95	\$19.14	\$1,393.41	\$1,337.67	\$55.74	\$25.72	\$668.84
Employee + Child(ren)	2	\$1,198.24	\$89.86	\$22.08	\$1,324.18	\$1,271.21	\$52.97	\$24.45	\$635.61
Family	13	\$1,877.70	\$137.35	\$37.54	\$2,066.59	\$1,983.93	\$82.66	\$38.15	\$991.96
Monthly		\$79,962.34	\$5,309.71		\$87,403.95	\$78,002.15			
Annual		\$959,548.08	\$63,716.52		\$1,048,847.40	\$936,025.78			
Difference vs. Current		7.38%	-5.37%			9.11%			

Select Rx \$500 Ded / BCBS Den									
\$15/\$50/\$75 Rx Copay									
Employee	0	\$696.49	\$41.46	\$11.96	\$763.91	\$630.23	\$133.68	\$61.70	\$1,604.21
Employee + Spouse	8	\$1,496.25	\$88.95	\$19.14	\$1,618.34	\$1,395.13	\$283.21	\$130.71	\$3,398.51
Employee + Child(ren)	1	\$1,410.23	\$89.86	\$22.08	\$1,536.17	\$1,267.34	\$268.83	\$124.08	\$3,225.96
Family	12	\$2,209.99	\$137.35	\$37.54	\$2,398.88	\$1,979.08	\$419.80	\$193.76	\$5,037.65
Select Rx HDHP / BCBS Den									
Subject to Ded, then \$15/\$50/\$75 Rx Copay									
Employee	13	\$591.87	\$41.46	\$11.96	\$659.29	\$632.92	\$26.37	\$12.17	\$316.46
Employee + Spouse	4	\$1,271.32	\$88.95	\$19.14	\$1,393.41	\$1,337.67	\$55.74	\$25.72	\$668.84
Employee + Child(ren)	2	\$1,198.24	\$89.86	\$22.08	\$1,324.18	\$1,271.21	\$52.97	\$24.45	\$635.61
Family	13	\$1,877.70	\$137.35	\$37.54	\$2,066.59	\$1,983.93	\$82.66	\$38.15	\$991.96
Monthly		\$79,486.28	\$5,309.71		\$86,927.89	\$77,609.40			
Annual		\$953,835.36	\$63,716.52		\$1,048,847.40	\$931,312.78			
Difference vs. Current		6.75%	-5.37%			8.56%			

SF Select Rx \$500 Ded / SF BCBS Den									
\$15/\$50/\$75 Rx Copay									
Employee	0	\$726.08	\$45.80	\$11.96	\$797.84	\$658.22	\$139.62	\$64.44	\$1,675.46
Employee + Spouse	8	\$1,502.85	\$95.35	\$19.14	\$1,631.34	\$1,345.86	\$285.48	\$131.76	\$3,425.81
Employee + Child(ren)	1	\$1,419.12	\$88.55	\$22.08	\$1,543.75	\$1,273.59	\$270.16	\$124.69	\$3,241.88
Family	12	\$2,195.89	\$138.10	\$37.54	\$2,385.53	\$1,968.06	\$417.47	\$192.68	\$5,009.61
SF Select Rx HDHP / SF BCBS Den									
Subject to Ded, then \$15/\$50/\$75 Rx Copay									
Employee	13	\$650.45	\$45.80	\$11.96	\$722.21	\$693.32	\$28.89	\$13.33	\$346.66
Employee + Spouse	4	\$1,340.12	\$95.35	\$19.14	\$1,468.61	\$1,409.87	\$58.74	\$27.11	\$704.93
Employee + Child(ren)	2	\$1,265.91	\$88.55	\$22.08	\$1,390.54	\$1,334.92	\$55.62	\$25.67	\$667.46
Family	13	\$1,955.45	\$138.10	\$37.54	\$2,145.09	\$2,059.29	\$85.80	\$39.60	\$1,029.64
Monthly		\$1,561.60	\$5,457.75		\$89,151.25	\$79,750.39			
Annual		\$978,739.20	\$65,493.00		\$1,149,815.00	\$957,004.66			
Difference vs. Current		9.53%	-2.73%			11.56%			



City of Beloit
 Medical / Prescription Funding Comparison
 September 1, 2020

		BCBS KS - Current MAXIMUM					BCBS KS - ASO Option - Select Rx EXPECTED					MAXIMUM					
Reinsurer		Blue Cross					Blue Cross					Blue Cross					
Stop Loss Reimbursement		Incurred					Incurred					Incurred					
Contract Type		125%					125%					125%					
Aggregate Stop Loss		\$30,000					\$30,000					\$30,000					
Specific Stop Loss																	
Estimated Enrollment Count		Emp	EE+Sp	EE+Ch	Family	Emp	EE+Sp	EE+Ch	Family	Emp	EE+Sp	EE+Ch	Family	Emp	EE+Sp	EE+Ch	Family
		13	12	3	25	13	12	3	25	13	12	3	25	13	12	3	25
FIXED COSTS		\$50.15	\$50.15	\$50.15	\$50.15	\$50.15	\$50.15	\$50.15	\$50.15	\$50.15	\$50.15	\$50.15	\$50.15	\$50.15	\$50.15	\$50.15	\$50.15
General Operating Expenses		245.64	\$528.11	\$497.68	\$780.15	245.64	\$528.11	\$497.68	\$780.15	245.64	\$528.11	\$497.68	\$780.15	245.64	\$528.11	\$497.68	\$780.15
Stop Loss: ISL @ \$30,000; ASL @ 125% w/M.A.		\$295.79	\$578.26	\$547.83	\$830.30	\$295.79	\$578.26	\$547.83	\$830.30	\$295.79	\$578.26	\$547.83	\$830.30	\$295.79	\$578.26	\$547.83	\$830.30
Total Fixed Costs		\$33,185.38					\$33,185.38					\$33,185.38					
FIXED COSTS MONTHLY TOTAL		\$33,185.38					\$33,185.38					\$33,185.38					
CLAIMS COSTS		Emp	E/Sp	E/Ch	Fam	Emp	E/Sp	E/Ch	Fam	Emp	E/Sp	E/Ch	Fam	Emp	E/Sp	E/Ch	Fam
Proposed Option 1 - \$500 Deductible		0	8	1	12	0	8	1	12	0	8	1	12	0	8	1	12
Proposed Option 2 - \$3,000 Deductible		13	4	2	13	13	4	2	13	13	4	2	13	13	4	2	13
CLAIM COSTS MONTHLY TOTAL		\$38,700.96					\$38,700.96					\$48,376.20					
COMBINED TOTAL COSTS		Emp	E/Sp	E/Ch	Fam	Emp	E/Sp	E/Ch	Fam	Emp	E/Sp	E/Ch	Fam	Emp	E/Sp	E/Ch	Fam
Proposed Option 1 - \$500 Deductible		0	8	1	12	0	8	1	12	0	8	1	12	0	8	1	12
Proposed Option 2 - \$3,000 Deductible		13	4	2	13	13	4	2	13	13	4	2	13	13	4	2	13
COMBINED MONTHLY TOTAL		\$71,886.34					\$71,886.34					\$81,561.58					
ANNUALIZED TOTAL		\$862,636.08					\$862,636.08					\$978,738.96					
% of Increase		-3.46%					-3.46%					9.53%					

IMPORTANT: This summary is for illustration purposes only. Please see the Disclosures page for additional information.



City of Beloit

Voluntary Vision Benefit/Cost Summary
September 1, 2020

BENEFIT	Superior Vision	Vision Care Direct		VSP
		Gold Exam+Materials 150 PK Plus	Gold Materials Only 150 PK Plus	
Network	Superior National	VCD	VCD	VSP Choice
Eye Exam:	\$10 copay	\$10 copay	N/A	\$10 copay
Frequency	Once every 12 months	Once every 12 months	N/A	Once every 12 months
Frames:	\$150 Allowance	\$150 Allowance	\$150 Allowance	\$150 Allowance
Frequency	Once every 12 months	Once every 12 months	Once every 12 months	Once every 12 months
Materials Copay:	\$25 copay	\$25 copay	\$25 copay	\$25 copay
Lenses:				
Single Vision	Covered in full after materials copay	Covered in full after materials copay	Covered in full after materials copay	Covered in full after materials copay
Bifocal	Covered in full after materials copay	Covered in full after materials copay	Covered in full after materials copay	Covered in full after materials copay
Trifocal	Covered in full after materials copay	Covered in full after materials copay	Covered in full after materials copay	Covered in full after materials copay
Lenticular	Covered in full after materials copay	Covered in full after materials copay	Covered in full after materials copay	Covered in full after materials copay
Progressive - Standard	Covered at lined trifocal level	Covered in full after materials copay at VCD PLUS providers; Covered at retail cost of standard trifocal lenses at Std VCD providers	Covered in full after materials copay at VCD PLUS providers; Covered at retail cost of standard trifocal lenses at Std VCD providers	Covered in full
Progressive - Premium/Custom	Covered at lined trifocal level	Overage over Progressive Standard Lens	Overage over Progressive Standard Lens	Premium: \$95-105; Custom: \$150-175
Frequency	Once every 12 months	Once every 12 months	Once every 12 months	Once every 12 months
Contact Lenses:	<i>In lieu of eyeglass lenses</i>	<i>In lieu of eyeglasses</i>	<i>In lieu of eyeglasses</i>	<i>In lieu of eyeglasses</i>
Fit & Follow Up	\$25 copay	Included in allowance	Included in allowance	\$60 copay maximum
Conventional & Disposable	\$150 Allowance	\$150 Allowance	\$150 Allowance	\$150 Allowance
Medically Necessary	Covered in full	\$250 Allowance	\$250 Allowance	Covered in full after materials copay
Frequency	Once every 12 months	Once every 12 months	Once every 12 months	Once every 12 months
Dependents	To age established by group	To age established by group	To age established by group	To age established by group
Participation Requirement	Minimum 10 EEs	Minimum 2 EEs	Minimum 2 EEs	Minimum 10 EEs
Employer Contribution	Less than 75%	0%	0%	Less than 24%

REQUEST FOR COUNCIL ACTION

DATE: 6/17/2020

TITLE: LEC HVAC Bid

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend that the Council approve the Law Enforcement Center HVAC bid from _____.

* Note: We received three bids by bid opening which was June 12th at 2 pm, the engineer is working on developing a recommendation which will be ready before our Wednesday meeting

BACKGROUND:

The City of Beloit owns the LEC facility and Mitchell County leases 78% of the facility. This project will replace and improve the HVAC system which was not replaced during the reconstruction of the facility several years ago. The facility suffers from severe energy usage and poor air quality. In addition, this will save further dollars as the City of Beloit is able to fully decommission the boiler system for the North Campus which was running at a suboptimal efficiency due to lack of square footage on the system.

FINANCIAL IMPACT:

The financial impact for the city is 22% and 78% for Mitchell County. The engineer's estimate for the project was roughly \$264,000 plus roughly \$30,000 in engineering costs. The funding for this item is the CIP fund that has a current cash balance of \$686,138.97 as of 6-12-2020.

OPTIONS:

DISCUSSION:

Respectfully submitted,
Jason Rabe
City Manager

REQUEST FOR COUNCIL ACTION

DATE: 6/17/2020

TITLE: CDBG-CV Grant Agreement

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend that the Council approve the CDBG-CV grant agreement.

BACKGROUND:

Heather Hartman and Keegan Bailey worked hard to procure a \$132,000 grant from CDBG which is to be used to help small business with low to moderate income employees due to the impact of COVID-19.

FINANCIAL IMPACT:

OPTIONS:

DISCUSSION:

Respectfully submitted,
Jason Rabe
City Manager

STATE OF KANSAS
GRANT AGREEMENT NO. 20-CV-006
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: CONDITION LETTER (attached hereto as Attachment A), SPECIAL CONDITIONS (attached hereto as Attachment B), and the Grantee's APPROVED PROJECT APPLICATION (incorporated by reference as Attachment C, a copy of which shall be maintained and available in the Department's files) and the GRANTEE HANDBOOK (which is incorporated by reference as Attachment D).

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. Funding for this Agreement was made available through the Coronavirus Aid, Relief and Economic Security Act (CARES Act)(Public Law 116-136) for grants to prevent, prepare for, and respond to coronavirus (CDBG-CV grants).
- C. 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 Coronavirus Response Program.
- D. 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.
- E. 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 **JUNE 15, 2020**, hereinafter called the "Commencement Date," and shall be complete on **JUNE 15, 2021**, 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 **\$132,000** 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 **\$0** in other sources of funds to this Community Development Coronavirus Response 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 **\$132,000**. 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. In the event any portion of any 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 ensure that the program is carried out in accordance with this Agreement.
- E. The Grantee shall comply with all timelines for completion of Grantee's Environmental Review and contracting responsibilities as established by the Department in the CONDITION LETTER.

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 (2 CFR Part 200). 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-CV 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. 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.
- B. The Grantee shall establish procedures to ensure 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.
- C. 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.
- D. 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.
- E. 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 Coronavirus Response 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 Coronavirus Response 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 Coronavirus Response 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 (2 CFR Part 200); 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 Coronavirus Response 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 2 CFR Part 200.
 - 1. If the local government expends \$750,000 or more of Federal grant assistance from all programs, it must have an annual audit performed in accordance with 2 CFR Part 200. An 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 \$750,000 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 May 15th 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 this Agreement and the receipt of assistance under the Community Development Coronavirus Response 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 Grantee was 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 2 CFR Part 200 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 **JUNE 2, 2020**.
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 **JUNE 15, 2021** 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 **SEPTEMBER 14, 2021**.
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 2 CFR Part 200 for such fiscal year unless exempted under 2 CFR Part 200. Those Grantees having expended \$750,000 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.

REQUEST FOR COUNCIL ACTION

DATE: 6/17/2020

TITLE: CDBG-CV Authorized Signors Form

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend that the Council approve the CDBG-CV Authorized Signors Form.

BACKGROUND:

This form allows the identified authorized signors the ability to request payment as the funds are granted out through the program.

FINANCIAL IMPACT:

OPTIONS:

DISCUSSION:

Respectfully submitted,
Jason Rabe
City Manager

REQUEST FOR COUNCIL ACTION

DATE: 6/17/2020

TITLE: KMGGA Board of Directors

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend that Council appoint Manfred Milbers as Director voting delegate and Steve Krier for Alternate voting delegate for the KMGGA Board of Directors.

BACKGROUND:

The City of Beloit has been a member of KMGGA for years and they provide valuable assistance to us. We have worked actively with them in regards to our recent power portfolio adjustments. The individuals appointed to the board could be anyone that meets the requirements, but it works best to have a staff member in the positions.

FINANCIAL IMPACT:

There is no financial impact with this item.

OPTIONS:

DISCUSSION:

Respectfully submitted,
Jason Rabe
City Manager

ARTICLE V

BOARD OF DIRECTORS

Section 5.1. Selection of Directors. The property and business of the Agency shall be managed by the Board of Directors. The Board of Directors shall consist of one (1) Director for each Member, provided that there shall be not less than three (3) Directors. The Directors shall be selected by the governing bodies of the Members. In the event that the number of Members is less than three (3), each Member shall be represented by the number of Directors that constitutes a Board of Directors of not less than three (3) Directors, provided that each Member shall select the same number of Directors. No Director may represent more than one Member. Each Member may designate an Alternate for any Director selected by certifying same in writing to the Agency prior to the participation of such Alternate at any meeting of the Board.

The term of each Director shall be for a period of two (2) years except that the initial term of a number equal to one half of the Directors shall be selected to a term of one (1) year. The Directors selected to the initial one (1) year term shall be those Directors representing the Members selected at the first Board meeting in a random drawing from a complete list of Members. Any Director selected by a Member may be removed at any time by the Member selecting the Director. Written evidence of selection or removal shall be forwarded by the Clerk or other authorized official of the Member to the principal office of the Agency in writing prior to any meeting of the Agency or the Board of Directors. Each Director shall continue in office until a successor is selected in accordance with this Article.

Section 5.2. Voting Powers. Each Member shall be entitled to one vote which shall be equal to the vote of every other Member. Such vote shall be cast on behalf of the Member by its Director or, if such Director is not present, by its duly authorized Alternate. All actions of the Board shall be made upon affirmative vote of a majority of the Directors voting on such action, unless otherwise provided in the Agreement or these Bylaws.

Section 5.3. Compensation. Except as may be specifically authorized by the Board of Directors, no Director shall receive payment for any time spent in attending meetings of the Board of Directors or otherwise conducting business of the Agency. The Board of Directors, the Executive Committee, or the General Manager may authorize payment of expenses for travel in connection with the business of the Agency.

Section 5.4. Vacancies. In the event of a vacancy on the Board of Directors the appropriate Member shall select an individual to fill such vacancy for the remainder of the term in accordance with the same procedure used to select the original Director. Written evidence of selection shall be provided to the Agency before voting privileges will take effect.

Section 5.5. Removal or Resignation. A Director may be removed only by the governing body of the Member selecting such Director. Any Director may resign by providing notice to the governing body of the Member the Director represents. The governing body shall certify to the Agency such removal or resignation of a Director.

Section 5.6. Successor Director. Upon removal or resignation of a Director, a successor Director will be selected by the governing body in the same manner as the original Director was selected, and the successor Director will be certified by the governing body to the Agency in the same manner as the original Director was certified. The successor Director shall serve for the remainder of the unexpired term of the original Director, subject to the rights of the governing body and such successor Director under *Section 5.5* of these Bylaws.

Section 5.7. Alternates. In the event a Director is unable to attend a meeting, the corresponding Alternate may substitute at the meeting of the Board of Directors for such Director. The Member shall provide the Agency with written notification of the selection of its Alternate. This Alternate shall be entitled to participate in any discussion of matters before the Board of Directors, and shall be entitled to vote for the Director represented unless such Alternate is specifically prohibited from voting by action taken by the Member.



CERTIFICATE – ALTERNATE
KANSAS MUNICIPAL GAS AGENCY
BOARD OF DIRECTORS

This certificate duly documents the appointment of an **Alternate** to serve on the Board of Directors of the Kansas Municipal Gas Agency (KMGA) as provided for in Article V, Section 5.7 of KMGA's Bylaws.

I, the undersigned City Clerk of the City of Beloit, Kansas, a member of KMGA, do hereby certify that at a meeting of the City Governing Body duly held on the 17th day of June, 2020;

Name: <u>Steve Krier</u>	Title: <u>Electric Department Head</u>	
Address: <u>119 N. Hersey Ave.</u>		
City: <u>Beloit</u>	State: <u>Kansas</u>	Zip Code: <u>67420</u>
Office Phone: <u>785-738-3551</u>	Cell Phone: _____	Fax: _____
Email Address: <u>beloitsystems@nckcn.com</u>		

was appointed to serve on the KMGA Board of Directors for the term indicated below:

- Term expiring _____
 Permanent term

The above appointed Alternate Director is is not (check one) entitled to vote on behalf of the City.

I further certify that the foregoing appointment is reflected in the official Minutes of the Governing Body of the City for the meeting on the date indicated above.

This certificate is given this 17th day of June, 2020.

City Clerk

Beloit, Kansas



CERTIFICATE – DIRECTOR

KANSAS MUNICIPAL GAS AGENCY BOARD OF DIRECTORS

This certificate duly documents the appointment of a **Director** to serve on the Board of Directors of the Kansas Municipal Gas Agency (KMGA) as provided for in Article V, Section 5.1 of KMGA's Bylaws.

I, the undersigned City Clerk of the City of Beloit, Kansas, a member of KMGA, do hereby certify that at a meeting of the City Governing Body duly held on the 17th day of June 2020 ;

Name:	<u>Manny Milbers</u>	Title:	<u>Power Plant Superintendent</u>		
Address:	<u>119 N. Hersey Ave.</u>				
City:	<u>Beloit</u>	State:	<u>Kansas</u>	Zip Code:	<u>67420</u>
Office Phone:	<u>785-738-3551</u>	Cell Phone:	<u></u>	Fax:	<u></u>
Email Address:	<u>beloitpp@nckcn.com</u>				

was appointed to serve on the KMGA Board of Directors for a two-year term beginning **September 1, 2020**.

I further certify that the foregoing appointment is reflected in the official Minutes of the Governing Body of the City for the meeting on the date indicated above.

This certificate is given this 17th day of June, 2020 .

City Clerk

Beloit, Kansas

Return completed certificate to:
KMGA, 6300 West 95 Street, Overland Park, KS 66212
Email: shadonix@kmea.com Fax: 913-677-0804

REQUEST FOR COUNCIL ACTION

DATE: 6/17/2020

TITLE: Fire Department Officer Appointments

ORIGINATING DEPARTMENT:

Fire Department

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend that Council approve the attached Fire Department Officer Appointments.

BACKGROUND:

FINANCIAL IMPACT:

There is no cost approving this item.

OPTIONS:

DISCUSSION:

Respectfully submitted,
Jason Rabe
City Manager

Beloit Fire Department

(SINCE 1887)

May 26, 2020

Beloit City Council
Mayor Tom Naasz
City Manager Jason Rabe

The Beloit Fire Department is asking for the approval of the election of officers from our May 25th election. The following is a list of positions and names voted on for 2020. There were no changes in officers from 2019.

Chief.....	Aaron LaCoe
First Asst. Chief.....	Dale Lewis
Second Asst. Chief.....	Errick Clark
Secretary.....	Steve Krier
Treasurer	Randy Stroede
First Captain.....	Nathan Lund
Second Captain.....	Adam Thompson
First Truck Driver.....	Brett Beck
Second Truck Driver.....	Jeremy Easter
Third Truck Driver.....	Greg Thiessen
1 st Trustee.....	Luke Cashett
2 nd Trustee.....	Blake Miller

Beloit Fire Chief



Aaron LaCoe

REQUEST FOR COUNCIL ACTION

DATE: 6/17/2020

TITLE: Wire Bid

ORIGINATING DEPARTMENT:

Electric Department



TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend that the Council approve the 2 reels of 2-2-2 OH Triplex Aluminum Conch wire from Border States in the amount of \$1,998.00.

BACKGROUND:

FINANCIAL IMPACT:

Funding for this item is budgeted in the Electric Distribution line item 53-43-6000 supplies. Remaining balance in this line item is \$60,763.90 as of 6/12/2020.

OPTIONS:

DISCUSSION:

Respectfully submitted,
Jason Rabe
City Manager

502 East 12th Street
Beloit, Kansas 67420



Tel No (785) 738-3781
Fax No (785) 738-2290

TO: Jason Rabe and City Council
FROM: Steve Krier
RE: Wire Bid
DATE: June 10, 2020

Jason & City Council,

I recommend the bid from **Border States** for 2 reels of 2-2-2 OH Triplex Aluminum Conch wire be accepted in the amount of **\$1,998.00**. Each reel has a total of 1800'. The wire will be taken out of 53-43-6000.

2-2-2 OH Triplex Aluminum Conch

Border States -	\$0.555 per foot – Total \$1,998.00
Boettcher Supply -	\$0.699 per foot – Total \$2,516.40
Stanion Wholesale -	\$0.693 per foot – Total \$2,493.99
Wesco -	NO BID

Steve Krier
System Operations Director

Wire bid # WIRE-06102020

CITY OF BELOIT
119 North Hersey
Box 567
Beloit, Kansas 67420 -- (785) 738 - 3551

The City of Beloit, Kansas, 119 North Hersey, Box 567, Beloit, Kansas, will be accepting sealed bids at the office of the City Clerks until:

TIME: 10:00 PM
DATE: 6/10/20

for the purchase of the following item(s)/ material(s): **2-2-2 OH Triplex Aluminum Conch**

All Bids must be good for fifteen days from date above.

All items(s)/ material(s) are to be bid **FOB**, Beloit, Kansas.

All bids are to be submitted in a sealed envelope prominently marked:
Wire Bid # WIRE-06102020

All bids received by the closing date and time will be publicly opened and read aloud at the time and date above in the office of the City Clerk, 119 North Hersey, Beloit, Kansas.

The City of Beloit, reserves the right to select the best bid, waiver formalities and reject any and all bids.

For additional information on bid specifications, contact Steve Krier - System Operations (785)738-3781.

For additional information on results of the bid opening, contact the Office of the City Clerk, (785) 738-3551.

Mandy Lomax
City Clerk

2-2-2 OH Triplex Aluminum Conch Bid #102116

<u>Description</u>	<u>Quantity</u>	<u>Cost</u>
#2 Triplex	2) 1800 Foot Reels	\$ _____

Total Cost FOB City of Beloit \$ _____

Company Name _____

Name _____

Phone # _____

Material will be Ship To:

**City of Beloit
502 E. 12th
Beloit Kansas 67420
PH (785) 738-3781 Fax (785) 738-2290
Steve Krier – Supervisor of Systems Operations**

Must use this form for bid to be valid

Beloit Systems

From: Beloit Systems <beloitsystems@nckcn.com>
Sent: Wednesday, May 20, 2020 11:42 AM
To: 'Blake Miller'; 'Briace Spires'; 'Luke Racette'; Bernie Werth (bwerth@stanion.com); Rick Gaschler; 'Meyer, Mitchell'; 'Myers, Mike'
Cc: 'mlomax@beloitks.org'; 'Jason Rabe'
Subject: #2 Triplex Wire Bid
Attachments: Triplex Wire bid WIRE-06102020.doc

Attached is a bid sheet for 2) 1800 foot reels of #2 Triplex wire. Let me know if you have any questions.

Thank you,

Eve Weidenhaft
Systems Operations
City of Beloit
785-738-3781

2-2-2 OH Triplex Aluminum Conch Bid #Wire-06102020

<u>Description</u>	<u>Quantity</u>	<u>Cost</u>
#2 Triplex	2) 1800 Foot Reels	\$.555/foot _____

Total Cost FOB City of Beloit \$ 1998.00 _____

Company Name Border States Electric _____

Name  Lucas J. Racette _____

Phone # 785-309-7181 _____

Material will be Ship To:

City of Beloit
502 E. 12th
Beloit Kansas 67420
PH (785) 738-3781 Fax (785) 738-2290
Steve Krier – Supervisor of Systems Operations

Must use this form for bid to be valid



BORDER STATES
Supply Chain Solutions™

Border States Electric Supply
Shealy Electrical Wholesalers

Border States Electric - SLN
1320 Armory Rd.
Salina KS 67401-4069
Phone: 785-826-1852

City of Beloit KS
PO Box 567
Beloit KS 67420-0567

Quote

BSE Quote: 25681420
Sold-To Acct #: 209618
Valid From: 05/29/2020 To: 06/05/2020
PO No: Wire Bid 06102020

Created By: Lucas Racette
Tel No: 785-309-7181
Fax No:

Inco Terms:
FOB ORIGIN

Payment Terms:
Net 25th prox

Cust Item	BSE Item	Material MFG - Description	Quantity	Price Per	UoM	Value
	000010	165887 ALUT - 2-2-2-OH-CONCH-AL-XLP-1800R	3,600 FT	555.00 / 1,000 FT		1,998.00
Total \$						1,998.00
State Tax \$						0.00 % 0.00
County Tax \$						0.00 % 0.00
Local Tax \$						0.00 % 0.00
Other Tax1 \$						0.00 % 0.00
Other Tax2 \$						0.00 % 0.00
Other Tax3 \$						0.00 % 0.00
Tax Subtotal \$						0.00 % 0.00
Net Amount \$						1,998.00

To access BSE's Terms and Conditions of Sale, please go to
<https://www.borderstateselectric.com>

The quoted sales tax is an estimate only based upon the information provided in this quote and will be finalized at the time of Invoice based upon the material purchased, quantity purchased, and delivery location.

Shipping and handling fees in this quote are an estimate only and will be finalized at the time of Invoice.

All clerical errors contained herein are subject to correction. In the event of any cost or price increases from manufacturers or other suppliers, caused by, but not limited to, currency fluctuations, raw material or labor prices, fuel or transportation cost increases, and any import tariffs, taxes, fees, or surcharges, BSE reserves the exclusive right to change its pricing at the time of shipping and will provide notice of any such change to its customers prior to costs being incurred.

Wire bid # WIRE-06102020

CITY OF BELOIT
119 North Hersey
Box 567
Beloit, Kansas 67420 -- (785) 738 - 3551

The City of Beloit, Kansas, 119 North Hersey, Box 567, Beloit, Kansas, will be accepting sealed bids at the office of the City Clerks until:

TIME: 10:00 PM
DATE: 6/10/20

for the purchase of the following item(s)/ material(s): **2-2-2 OH Triplex Aluminum Conch**

All Bids must be good for fifteen days from date above.

All items(s)/ material(s) are to be bid **FOB**, Beloit, Kansas.

All bids are to be submitted in a sealed envelope prominently marked:
Wire Bid # WIRE-06102020

All bids received by the closing date and time will be publicly opened and read aloud at the time and date above in the office of the City Clerk, 119 North Hersey, Beloit, Kansas.

The City of Beloit, reserves the right to select the best bid, waiver formalities and reject any and all bids.

For additional information on bid specifications, contact Steve Krier - System Operations (785)738-3781.

For additional information on results of the bid opening, contact the Office of the City Clerk, (785) 738-3551.

Mandy Lomax
City Clerk

2-2-2 OH Triplex Aluminum Conch Bid #Wire-06102020

<u>Description</u>	<u>Quantity</u>	<u>Cost</u>
#2 Triplex	2) 1800 Foot Reels	\$ <u>2,516.40</u>

Total Cost FOB City of Beloit \$ 2,516.40

Company Name Boettcher Supply, Inc

Name Blake Miller

Phone # 785-438-5781

Material will be Ship To:

City of Beloit
502 E. 12th
Beloit Kansas 67420
PH (785) 738-3781 Fax (785) 738-2290
Steve Krier – Supervisor of Systems Operations

Must use this form for bid to be valid

Wire bid # WIRE-06102020

CITY OF BELOIT
119 North Hersey
Box 567
Beloit, Kansas 67420 -- (785) 738 - 3551

The City of Beloit, Kansas, 119 North Hersey, Box 567, Beloit, Kansas, will be accepting sealed bids at the office of the City Clerks until:

TIME: 10:00 PM
DATE: 6/10/20

for the purchase of the following item(s)/ material(s): **2-2-2 OH Triplex Aluminum Conch**

All Bids must be good for fifteen days from date above.

All items(s)/ material(s) are to be bid **FOB**, Beloit, Kansas.

All bids are to be submitted in a sealed envelope prominently marked:
Wire Bid # WIRE-06102020

All bids received by the closing date and time will be publicly opened and read aloud at the time and date above in the office of the City Clerk, 119 North Hersey, Beloit, Kansas.

The City of Beloit, reserves the right to select the best bid, waiver formalities and reject any and all bids.

For additional information on bid specifications, contact Steve Krier - System Operations (785)738-3781.

For additional information on results of the bid opening, contact the Office of the City Clerk, (785) 738-3551.

Mandy Lomax
City Clerk

2-2-2 OH Triplex Aluminum Conch Bid #Wire-06102020

<u>Description</u>	<u>Quantity</u>	<u>Cost</u>
#2 Triplex	2) 1800 Foot Reels	\$ <u>2493.99</u>

Total Cost FOB City of Beloit \$ \$ 2493.99

Company Name Stanion Wholesale Electric

Name Rick Hasckle

Phone # 785-628-8722

Material will be Ship To:

City of Beloit
502 E. 12th
Beloit Kansas 67420
PH (785) 738-3781 Fax (785) 738-2290
Steve Krier – Supervisor of Systems Operations

Must use this form for bid to be valid



Stanion Wholesale Elec. Co
 812 S. Main St.
 PO Drawer F
 Pratt, KS 67124
 Website: www.stanion.com

QUOTE

Placed by	Ack Date	Order #
	05/20/20	4941839-00
PO #		Page #
TRIXLP 5-20-20		1

Ship **CITY OF BELOIT**
 To: 502 E 12TH ST
 BELOIT, KS 67420

Correspondence **Stanion Wholesale Elec. Co**
 To: 812 S. Main St.
 PO Drawer F
 Pratt, KS 67124

This Document is subject to our General Terms and Conditions of Business Transactions(which can be found at www.stanion.com/terms.html), which are incorporated by reference herein as though fully set forth.

Instructions		
Ship Point	Via	Ship Date
Stanion Wholesale Electric 104		

Bill **CITY OF BELOIT**
 To: PO BOX 567
 781 BELOIT, KS 67420-0567



Service Center: Hays, KS Ph: 785-628-8722 Fax: 785-628-8320

Ln #	Product and Description	Quantity Ordered	Quantity BO	Quantity Shipped	Qty U/M	Unit Price	Price U/M	Net Amount
1	2TRIXLP WIRE 2-2-2 ALU ACSR CONC H XLP 1800	3600		3600	FT	638.50000	M	2298.60
1	Lines Total	Qty	Shipped Total	3600			Total	2298.60

Clerical errors are subject to correction. Quantities shown are based on information provided to us and should be verified. Prices quoted are based on the quantities shown, and changes must be renegotiated. Prices are firm for _____ days(30 max) from quotation date and must be renegotiated after that time.

Taxes 195.39
Invoice Total 2493.99

REQUEST FOR COUNCIL ACTION

DATE: 6/17/2020

TITLE: Crossarm and Brace Bid

ORIGINATING DEPARTMENT:

Electric Department

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend that the Council approve the Crossarm and Brace bid from to Border States in the total amount of \$6,977.00.

BACKGROUND:

FINANCIAL IMPACT:

Funding for this item is budgeted in the Electric Distribution line item 53-43-6070 Pole, Transformers, and x-arms. Remaining balance for this line item is \$65,000.00 as of 6/12/2020.

OPTIONS:

DISCUSSION:

Respectfully submitted,
Jason Rabe
City Manager

502 East 12th Street
Beloit, Kansas 67420



Tel No (785) 738-3781
Fax No (785) 738-2290

TO: Jason Rabe and City Council
FROM: Steve Krier
RE: Crossarm & Crossarm Brace Bid
DATE: June 11, 2020

Jason & City Council,

I recommend the bid from **Border States** for 8' and 10' Crossarms and Crossarm Braces be accepted. Order will be for 50 – 8' Crossarms, 50 – 10' Crossarms, 50 pair of 8' Crossarm Braces, and 50 pair of 10' Crossarm Braces. The Crossarms and Crossarm Braces will be taken out of 53-43-6070.

8' Crossarms

Border States -	\$42.89 each → \$ 2,144.50
Stanion Wholesale -	\$47.54 each
Wesco Distribution -	\$45.00 each
Boettcher Supply -	NO BID

10' Crossarms

Border States -	\$56.94 each → \$ 2,847.00
Stanion Wholesale -	\$58.40 each
Wesco Distribution -	\$57.00 each
Boettcher Supply -	NO BID

8' Crossarm Braces

Border States -	\$15.31 per pair → \$ 765.50
Stanion Wholesale -	\$15.38 per pair
Wesco Distribution -	\$16.00 per pair
Boettcher Supply -	NO BID

10' Crossarm Braces

Border States -	\$24.40 per pair → \$ 1,220.00
Stanion Wholesale -	\$38.72 per pair
Wesco Distribution -	\$35.90 per pair
Boettcher Supply -	NO BID

Steve Krier
System Operations Director

6,977.00

PROPOSAL SHEET

FOR BID: Crossarm & Crossarm Brace Bid #CROSSARM-06102020

Please bid:

2 pallets of 8' crossarms

2 pallets of 10' crossarms

Enough 8' crossarm braces for 2 pallets (2 braces per Crossarm)

Enough 10' crossarm braces for 2 pallets (2 braces per Crossarm)

3 3/4" x 4 3/4" x 8' Crossarms – Qty 50 \$ each 42.89 Total \$ 2144.50

3 3/4" x 4 3/4" x 10' Crossarms – Qty 50 \$ each 56.94 Total \$ 2847.00

8' Crossarm Braces – Qty 50 \$ each 15.31 Total \$ 765.50

10' Crossarm Braces – Qty 50 \$ each 24.40 Total \$ 1220.00

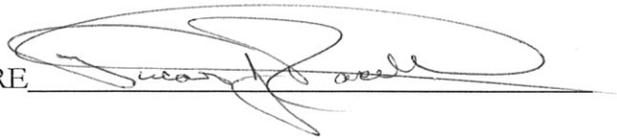
I propose to supply the City of Beloit Kansas with the item(s) or material(s) listed in this bid for a total price of \$ 6977.00, including any applicable Sales Tax. This is FOB, 502 E. 12th Street, Beloit Kansas 67420-0567

Estimated delivery time: 1 Week Pending Prior Sales

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

Bidder (NAME OF FIRM) Border States Electric

AUTHORIZED SIGNATURE



TELEPHONE 785-309-7181 DATE 5/29/2020

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



BORDER STATES
Supply Chain Solutions™

Border States Electric Supply
Shealy Electrical Wholesalers

Border States Electric - SLN
1320 Armory Rd.
Salina KS 67401-4069
Phone: 785-826-1852

City of Beloit KS
PO Box 567
Beloit KS 67420-0567

Quote

BSE Quote: 25681418
Sold-To Acct #: 209618
Valid From: 05/29/2020 To: 06/05/2020
PO No: Cross & Brace # 06102020

Created By: Lucas Racette
Tel No: 785-309-7181
Fax No:

Inco Terms:
FOB ORIGIN

Payment Terms:
Net 25th prox

Cust Item	BSE Item	Material MFG - Description	Quantity	Price	Per	UoM	Value
	000010	161028 XARM - 3-3/4 X 4-3/4 X 8FT XARM REA 03 Do not use staples to affix labels. Affix only with tape or shrink-wrap.	50 EA	42.89	/ 1	EA	2,144.50
	000020	2472350 XARM - 3-3/4 X 4-3/4 X 10FT XARM 05 W/END PLATE	50 EA	56.94	/ 1	EA	2,847.00
	000030	2644634 CHN - PSCRA6018 WOOD BRACE 1-3/4 SQ X 35	50 PR	15.31	/ 1	PR	765.50
	000040	2599742 CHN - PSCRA6030 WOOD BRACE 1-3/4 SQ X 42	50 PR	24.40	/ 1	PR	1,220.00
Total \$							6,977.00
State Tax \$							0.00 % 0.00
County Tax \$							0.00 % 0.00
Local Tax \$							0.00 % 0.00
Other Tax1 \$							0.00 % 0.00
Other Tax2 \$							0.00 % 0.00
Other Tax3 \$							0.00 % 0.00
Tax Subtotal \$							0.00 % 0.00
Net Amount \$							6,977.00

To access BSE's Terms and Conditions of Sale, please go to
<https://www.borderstateselectric.com>

The quoted sales tax is an estimate only based upon the information provided in this quote and will be finalized at the time of Invoice based upon the material purchased, quantity purchased, and delivery location.

Shipping and handling fees in this quote are an estimate only and will be finalized at the time of Invoice.

All clerical errors contained herein are subject to correction. In the event of any cost or price increases from manufacturers or other suppliers, caused by, but not limited to, currency fluctuations, raw material or labor prices, fuel or transportation cost increases, and any import tariffs, taxes, fees, or surcharges, BSE reserves the exclusive right to change its pricing at the time of shipping and will provide notice of any such change to its customers prior to costs being incurred.



CITY OF BELOIT

119 North Hersey
Box 567
Beloit, Kansas 67420

The City of Beloit, Kansas, 119 North Hersey, Box 567, Beloit, Kansas, will be accepting bids at the office of the City Clerks until:

TIME: 10:00 a.m.
DATE: June 10, 2020

For the purchase of the following item(s) or material(s):

All item(s) or material(s) are to be bid FOB, Beloit, KS.

All bids submitted in an envelope are to be prominently marked:

Crossarm & Crossarm Brace Bid #CROSSARM-06102020

All bids submitted by fax or email will need to have a follow up signed bid in an envelope and is to be prominently marked:

Crossarm & Crossarm Brace Bid #CROSSARM-06102020

All bids received by the closing date and time will be publicly opened and read aloud at the time and date above in the office of the City Clerk, 119 North Hersey, Beloit, Kansas.

All bids must have a Spec. Sheet attached.

If for some reason you deviate from specs listed, you will need to attach sheet with an explanation for deviation and items or materials changed.

The City of Beloit, reserves the right to select the best bid, waiver formalities and reject any and all bids.

For additional information on bid specifications, contact Steve Krier, Systems Operations, at (785) 738-3781.

For additional information on results of the bid opening, contact the Office of the City Clerk, (785) 738-3551

Mandy Lomax
Director of Finance / City Clerk

PROPOSAL SHEET

FOR BID: Crossarm & Crossarm Brace Bid #CROSSARM-06102020

Please bid:

2 pallets of 8' crossarms

2 pallets of 10' crossarms

Enough 8' crossarm braces for 2 pallets (2 braces per Crossarm)

Enough 10' crossarm braces for 2 pallets (2 braces per Crossarm)

3 3/4" x 4 3/4" x 8' Crossarms - Qty 100 \$ each 47.54 Total \$ 4754

3 3/4" x 4 3/4" x 10' Crossarms - Qty 100 \$ each 58.40 Total \$ 5840

8' Crossarm Braces - Qty 200 \$ each 7.69 Total \$ 1538

10' Crossarm Braces - Qty 200 \$ each 19.36 Total \$ 3872

I propose to supply the City of Beloit Kansas with the item(s) or material(s) listed in this bid for a total price of \$ 17,364.34, including any applicable Sales Tax. This is FOB, 502 E. 12th Street, Beloit Kansas 67420-0567

Estimated delivery time: All in stock today

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

Bidder (NAME OF FIRM) Stanion Wholesale Electric

AUTHORIZED SIGNATURE Rich Gaselle

TELEPHONE 785-628-8722 DATE 5-19-20

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



Stanion Wholesale Elec. Co
 812 S. Main St.
 PO Drawer F
 Pratt, KS 67124
 Website: www.stanion.com

QUOTE

Placed by	Ack Date	Order #
	05/19/20	4941301-00
PO #	Page #	
cross arms & braces	1	

Ship CITY OF BELOIT
 To: 502 E 12TH ST
 BELOIT, KS 67420

Correspondence Stanion Wholesale Elec. Co
 To: 812 S. Main St.
 PO Drawer F
 Pratt, KS 67124

Bill CITY OF BELOIT
 To: PO BOX 567
 781 BELOIT, KS 67420-0567

This Document is subject to our General Terms and Conditions of Business Transactions (which can be found at www.stanion.com/terms.html), which are incorporated by reference herein as though fully set forth.

Instructions		
Ship Point	Via	Ship Date
Stanion Wholesale Electric 104		



Service Center: Hays, KS Ph: 785-628-8722 Fax: 785-628-8320

Ln #	Product and Description	Quantity Ordered	Quantity BO	Quantity Shipped	Qty U/M	Unit Price	Price U/M	Net Amount
1	3344348CRO XARMS 3-3/4-IN X 4-3/4-I N X 8-FT	100		100	EA	47.54000	E	4754.00
2	33443410CRO XARMS 3-3/4-IN X 4-3/4-I N X 10-FT	100		100	EA	58.40000	E	5840.00
3	AF626ALU ALUMA-FORM AF626 FLAT BR ACE	200		200	EA	7.69000	E	1538.00
4	RA6030ALU ALUMA-FORM RA6030 REVERS E BRAC	200		200	EA	19.36000	E	3872.00
4	Lines Total			Qty Shipped Total	600			Total
								16004.00

Clerical errors are subject to correction. Quantities shown are based on information provided to us and should be verified. Prices quoted are based on the quantities shown, and changes must be renegotiated. Prices are firm for _____ days(30 max) from quotation date and must be renegotiated after that time.

Taxes 1360.34
 Invoice Total 17364.34

PROPOSAL SHEET

FOR BID: Crossarm & Crossarm Brace Bid #CROSSARM-06102020

Please bid:

2 pallets of 8' crossarms

2 pallets of 10' crossarms

Enough 8' crossarm braces for 2 pallets (2 braces per Crossarm)

Enough 10' crossarm braces for 2 pallets (2 braces per Crossarm)

3 3/4" x 4 3/4" x 8' Crossarms - Qty 80 \$ each \$45.00 Total \$ \$3,600.00

3 3/4" x 4 3/4" x 10' Crossarms - Qty 80 \$ each \$57.00 Total \$ \$4,560.00

lumaform AF020 8' Crossarm Braces - Qty 160 \$ each \$8.00 Total \$ \$1,280.00

lumaform RA6018 10' Crossarm Braces - Qty 160 \$ each \$17.95 Total \$ \$2,872.00

I propose to supply the City of Beloit Kansas with the item(s) or material(s) listed in this bid for a total price of \$13,358.52, including any applicable Sales Tax. This is FOB, 502 E. 12th Street, Beloit Kansas 67420-0567

Estimated delivery time: 4-6 weeks

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

Bidder (NAME OF FIRM) Wesco Distribution

AUTHORIZED SIGNATURE [Signature]

TELEPHONE 806-379-8117 DATE 6.10.2020

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



CITY OF BELOIT

119 North Hersey
Box 567
Beloit, Kansas 67420

The City of Beloit, Kansas, 119 North Hersey, Box 567, Beloit, Kansas, will be accepting bids at the office of the City Clerks until:

TIME: 10:00 a.m.
DATE: June 10, 2020

For the purchase of the following item(s) or material(s):

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All bids submitted in an envelope are to be prominently marked:

Crossarm & Crossarm Brace Bid #CROSSARM-06102020

All bids submitted by fax or email will need to have a follow up signed bid in an envelope and is to be prominently marked:

Crossarm & Crossarm Brace Bid #CROSSARM-06102020

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All bids must have a Spec. Sheet attached.

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The City of Beloit, reserves the right to select the best bid, waiver formalities and reject any and all bids.

For additional information on bid specifications, contact Steve Krier, Systems Operations, at (785) 738-3781.

For additional information on results of the bid opening, contact the Office of the City Clerk, (785) 738-3551

Mandy Lomax
Director of Finance / City Clerk

COUNCIL MEMO

DATE: 6/17/2020

SUBJECT: Ward Change/Council Change

ORIGINATING DEPARTMENT: Administration

DISCUSSION:

We will utilize our work session to further discuss changing our charter ordinance regarding the elimination of Wards and whether any change needs to be done to the size of the council. For our work session, Katie and I will develop what an election schedule would look like if we were to move from six council to five council. This would ultimately be brought to the voters in the November election.

Respectfully submitted,
Jason Rabe
City Manager

Proposed Changes to Beloit's Election and Government Structure

Katie Schroeder, Beloit City Attorney – May 1, 2020

In 2015, the Kansas Legislature passed legislation which moved municipal elections from April to November. In 2016, a special question was on the ballot regarding a change in the structure of the Governing Body of the City of Beloit. In early 2017, a charter ordinance was passed by the Beloit City Council enacting changes to Beloit's governmental structure and codifying the required changes to election procedures.

Proposed changes to Beloit's election and government structure would be:

- 1) Eliminate the "ward system" and allow all candidates to run at large*
- 2) Reduce the city council membership from 6 members to 5 members, plus a mayor*

While an election question is not required to make these changes, it is advisable since these issues were on the election ballot as a question in 2016. Having the citizens of Beloit approve these proposed changes ensures that you are enacting changes which satisfy the majority of your constituents.

Elections

Municipal Government elections are now held in November of each odd numbered year, with the next election to occur November 2021. Newly elected officials take office on the first Wednesday in December following the election.

Nonpartisan

All elections for the City of Beloit are nonpartisan. No primary elections are held for City of Beloit governing body positions.

Wards

The City of Beloit is now divided in **two wards**. This change was made effective for the November 2017 election. Two were elected in November 2017 and four persons were elected in November 2019. *Much confusion surrounded the November 2019 election due to so many write-in candidates and citizens not aware of who was running in his/her respective ward.*

Many cities are no longer divided into wards, especially cities the size of Beloit. Most citizens do not feel that they have a particular council member who represents their "area" or "district." If a citizen has an issue, they are more than likely going to approach any council member or a council member whom they are familiar with.

Filing Deadline and Requirements

Those wishing to run for a seat on the Beloit City Council must file a nomination petition with the city clerk by **June 1st** of each election year. The nomination petition forms are available from the county election officer (County Clerk, Chris Treaster). The nomination petition must be signed by 25 of the qualified electors of the potential candidate's ward, or in the case of a mayoral election, by 25 of the qualified electors of the city. *It is possible that the petition and gathering 25 signatures may be a deterrent to people running for office. This is something that can be changed by requiring a filing fee or giving candidates the option of gathering signatures or paying a fee.*

A qualified elector is a person who is (1) 18 years of age, (2) a U.S. citizen, (3) a resident of the correct ward (for council member elections) or city (for mayoral elections), and (4) is registered to vote.

Elections

In November 2017, two council members were elected – one from each ward. They will serve four year terms. In November 2019, four council members were elected – two from each ward and a mayor will be elected. They will serve four year terms. The cycle will then repeat with two council members elected in November 2021 and four council members and a mayor in November 2023.

With having a six-member council, finding four citizens to run for office was proven difficult in November 2019. This resulted in many write-in candidates, some of who were elected with less than a handful of votes. While we have an excellent group for our governing body, ideally candidates would be voted into office with several dozen or even hundreds of votes.

Most cities, especially cities that have a City Manager, have a 5-member council. Elections are held in that the two top candidates are elected in one election and the top three candidates are elected at the next election.

Governing Body Structure

Beloit has a mayor-council-manager form of government. The governing body consists of a mayor and six council members. The city is divided into two wards. Each ward shall have three council members. Those running for office must be a resident of their ward and if they move from that ward during their term in office, that office shall be deemed vacant. *Eliminating wards also prevents an office from becoming vacant if a council member moves while in office.*

The mayor presides over all meetings and has the tie-breaking vote when the council members are equally divided. Other mayoral duties such as signing all ordinances and resolutions are set out by ordinance.

Vacancies in Office

If a vacancy occurs in the office of the mayor, the president of the council shall become mayor until the next election. A president of the council is chosen in December after each election after the new council members are seated.

If a vacancy occurs in the office of a council member, the mayor, with the consent of the council, shall appoint an elector from that ward to fill that vacancy until the next election.