

MEETING OF THE CITY COUNCIL  
OF LINN VALLEY, KANSAS

April 8, 2024

6:00 pm

Mayor Lewis Donelson called the meeting to order at 6:00 pm.

Council Members present: Richard Gravelle, Robert Suppenbach, Michael Hemphill, and Dan Donham. Also present were City Attorney James Brun and Public Safety Director Corey Murrison.

Proclamation reading to honor Corey Murrison. The Mayor presented Corey with the Medal of Merit.

At 6:07 pm the mayor called a five-minute recess. The meeting was called back to order at 6:13 pm

**APPROVAL OF THE MARCH 25, 2024, MINUTES**

Councilman Hemphill made a motion to approve the March 25, 2024, minutes. The motion was seconded by Councilman Donham and carried 4-0.

**COUNCIL APPOINTMENT**

Mayor Donelson appointed John Weers to fill the vacant seat on the Council. The council voted 3-1 to approve Mr. Weers, with Councilman Donham voting nay. Mr. John Weers was then sworn in as Council member.

**CITIZEN PARTICIPATION**

No comments from the public.

**WATER PROJECT UPDATE**

Councilman Gravelle reported nothing new has been discussed. Councilman Suppenbach made the motion to appoint Mayor Donelson as Chairperson for the Water Project Committee. The motion was seconded by Councilman Weers and carried 4-1 with Councilman Donham abstaining.

**APPROVAL OF CALWELL TANKS INVOICE #6**

Councilman Suppenbach made a motion to pay Caldwell Tanks in the amount of \$285,000.00. The motion was seconded by Councilman Weers and carried 5-0.

**WASTEWATER PROJECT UPDATE**

Councilman Donham reported they are still working on the lift station location approval to get all the paperwork completed. Councilman Gravelle made the motion to give Councilman Donham the authority to approve the lift station location. The motion was seconded by Councilman Hemphill and carried 5-0.

**NEW CITY HALL UPDATE**

Councilman Donham noted that a meeting was held with BG Consultants representative and Councilman Suppenbach to discuss ideas and outline a preliminary design. BG Consultants will have a presentation at the next Council meeting. They also met with a consultant with Indwell Architecture & Design. A presentation date will be scheduled.

**SEWER REPORT**

No report was present.

**BUILDING AND NUISANCE CODES REPORT**

Building and Codes Inspector Steve German reported nine letters and two tickets were issued for nuisance violations. Forty-two building permits were issued in the month of March bringing the total year to date permits to 113, forty-four permits remain open.

**PUBLIC SAFETY REPORT**

Public Safety Director Corey Murrison presented his report to the council. The council had no questions concerning the report presented to them.

**CLERK REPORT**

City Clerk Mendi Cyr reported the March General Fund income was \$79,271.16, expenses were \$141,012.38, and the total vouchers were \$127,193.44. Councilman Suppenbach made the motion to accept the vouchers in the amount of \$127,193.44. The motion was seconded by Councilman Hemphill and carried 5-0.

**VANVLACK MOWING CONTRACT**

Councilman Suppenbach made a motion to accept the contract as written with a price increase of \$50.00, bringing the total to \$200.00 per mow. Councilman Weers seconded the motion and it carried 5-0.

**ORDINANCE 255-FOR PERMIT REQUIREMENTS**

Councilman Weers made a motion to go to executive session for five minutes for legal advice on Ordinances, the motion was seconded by Councilman Suppenbach and carried 5-0. The council retired to executive session at 6:35pm and returned at 6:40pm with no action taken. Councilman Hemphill would like to meet with Steve German and discuss the ordinance at a future meeting.

**ORDINANCE 256-METAL STORAGE CONTAINERS**

Ordinance 255 was not adopted, requiring this ordinance to be renumbered as Ordinance 255. Councilman Suppenbach made the motion to adopt Ordinance 255 amending section 12.4 in the Zoning Ordinance of the City of Linn Valley with the change of including the 25-foot set back language to the accessory structure description. The motion was seconded by Councilman Hemphill and carried 5-0.

**OLD BUSINESS**

No old business.

**NEW BUSINESS**

Mayor Donelson informed the council he would like to increase the City Clerk's wage to \$18.00 per hour. Councilman Weers made the motion to increase the City Clerk's wage from \$16.56 to \$18.00 retroactive to April 1<sup>st</sup>. The motion was seconded by Councilman Suppenbach and carried 5-0.

Reminders were announced about the Animal Clinic on Saturday from 10 am until Noon. Also on Saturday, the Fire Department is having a pancake breakfast at the Clubhouse from 7 am until 11 am.

City Clerk reminded the Council that the budget is coming up and that an Audit is scheduled for May 14, 2024.

Councilman Donham asked about the progress of hooking up the Clubhouse to the Generator.

**ADJOURN**

Councilman Suppenbach made the motion to adjourn. The motion was seconded by Councilman Gravelle and carried 5-0. The meeting adjourned at 7:06 pm.

Submitted by:

Mendi Cyr

City Clerk

# Diehl Banwart Bolton

*Certified Public Accountants P.A.*

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March 22, 2024

## CONTRACT FOR AUDIT SERVICES

To the Mayor & City Council  
City of Linn Valley  
Linn Valley, KS 66040

We are pleased to confirm our understanding of the services we are to provide the City of Linn Valley, Kansas (the City) for the year ended December 31, 2023.

### **Audit Scope and Objectives**

We will audit the regulatory basis financial statement of the City, including the Summary Statement of Receipts, Expenditures, and Unencumbered Cash, Regulatory Basis, and the disclosures, which collectively comprise the basic financial statement of the City as of and for the year ended December 31, 2023.

The regulatory basis of accounting as prescribed by the state of Kansas in the **Kansas Municipal Audit and Accounting Guide (KMAAG)** provides for regulatory-required supplemental information (RRSI) to supplement the City's basic financial statement. We have also been engaged to report on the RRSI that accompanies the City's financial statement. We will subject the following supplementary information 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 (GAAS), and we will provide an opinion on it in relation to the financial statement as a whole in a report combined with our auditor's report on the financial statement:

- Schedule of Expenditures of Federal Awards
- Summary of Expenditures – Actual and Budget
- Schedule of Receipts and Expenditures – Actual and Budget

It is agreed that the basis of presentation of the financial statement will be the format required by the **KMAAG**. It is further agreed that the City will pass a resolution to waive the requirements of law relating to the preparation of a financial statement and financial reports that conform to generally accepted accounting principles as provided by K.S.A. 75-1120a(c).

The objectives of our audit are to obtain reasonable assurance about whether the financial statement as a whole is free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions, about whether your financial statement is fairly presented, in all material respects, in conformity with the regulatory basis of accounting, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statement as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statement. The objectives also include reporting on:

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- Internal control over the financial reporting and compliance with provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statement in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

#### **Auditor's Responsibilities for the Audit of the Financial Statement and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statement, including the disclosures, and determine whether the financial statement represents the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statement is free of material misstatement, 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 City or to acts by management or employees acting on behalf of the City. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

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 an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatement or violations of laws or governmental regulations that do not have a direct and material effect on the financial statement or on major programs. However we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of revenues and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We have identified the following significant risks of material misstatement as part of our audit planning:

According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly we have considered these as significant risks.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statement does not relieve you of your responsibilities.

#### **Audit Procedures – Internal Control**

We will obtain an understanding of the City and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statement and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statement. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. 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, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statement is free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of test of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

#### **Other Services**

We will also assist in preparing the financial statement, schedule of expenditures of federal awards, and related notes of the City in conformity with the regulatory basis of accounting and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statement, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statement, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Responsibilities of Management for the Financial Statement and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of a financial statement that is free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statement, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of the financial statement, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). 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 statement, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4)

unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statement; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statement to correct material misstatements and confirming to us in the management 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 statement 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 affecting the City involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statement. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review soon after the audit is completed.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statement with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement presentation have stated fairly in accordance with the Uniform Guidance; (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with the regulatory basis of accounting. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statement with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of supplementary information in accordance with the regulatory basis of accounting; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the regulatory basis of accounting; (3) that the methods of measurement or presentation has not changed from those used in the prior period; and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.



Management is responsible for establishment and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives sections of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

**Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including the financial statement, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statement. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Diehl, Banwart, Bolton, CPAs P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to oversight agencies, including the State of Kansas or its designees, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Diehl, Banwart, Bolton, CPAs P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Disputes arising under this agreement (including the scope, nature and quality of services to be performed by us, our fees and other terms of the engagement) shall be submitted to mediation. A competent and impartial third party, acceptable to both parties, shall be appointed to mediate, and each disputing party shall pay an equal percentage of the mediator's fees and expenses. No suit or arbitration proceeding shall be commenced under this agreement until at least 60 days after the mediator's first meeting with the involved parties. If the dispute requires litigation, the court shall be authorized to impose all defense costs against any non-prevailing party found not to have participated in the mediation process in good faith.

It is our understanding that your intent in engaging us is that the financial statement we render to you under this agreement will be made available to the State of Kansas Municipal Accounting Section. Moreover, as of the time of this engagement, we have not been notified, in writing or otherwise, that the professional accounting services rendered under this agreement will be made available to any other person, firm or corporation for any purpose not specified hereinabove. Consequently, no other person, firm or corporation is entitled to rely upon these professional services for any purpose without our express, written agreement. This engagement letter

embodies the entire agreement and understanding between the parties hereto and there are no promises, warranties, covenants or conditions made by any of the parties except as herein expressly contained. The terms and conditions of this engagement shall be governed and construed in accordance with the laws of the State of Kansas and may only be modified in writing signed by all the parties. It is agreed that venue and jurisdiction involving any matters arising out of this engagement letter is in the State of Kansas.

Amanda Lancaster, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately May 13, 2024 and to issue our report no later than July 31, 2024.

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, confirmation service provider fees, etc.), except that we agree that our gross fee, including expenses, will not exceed \$5,395 for the standard audit, and \$5,000 for the single audit. 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 completion of our engagement, and is payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. The following are examples of circumstances, which could result in an increase in fees:

- a significant change in the amount or type of accounting records maintained,
- change in personnel with a corresponding change in level and quality of work performed,
- significant state and/or federal grants requiring additional audit work including a Single Audit,
- issuance of long-term debt not identified previously for the purposes of new financing or refund of previously issued long-term debt,
- change in audit or reporting requirements due to changes in the Kansas Municipal Audit and Accounting Guide, accounting principles generally accepted in the United States of America, or general accepted auditing standards
- evidence of potential fraud, resulting in additional auditing procedures.

### **Reporting**

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and the City Council of the City of Linn Valley, Kansas. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards*, in considering the City's internal control and compliance. The *Uniform Guidance* report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the *Uniform Guidance*. Both reports will state that the report is not suitable for any other purpose.

City of Linn Valley  
Linn Valley, Kansas

We appreciate the opportunity to be of service to the City 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,

***Diehl, Banwart, Bolton, CPAs PA***

DIEHL, BANWART, BOLTON, CPAs PA

**RESPONSE:** This letter correctly sets forth the understanding of the  
**CITY OF LINN VALLEY, KANSAS.**

*City Clerk Signature:* \_\_\_\_\_

*Date:* \_\_\_\_\_

*Mayor Signature:* \_\_\_\_\_

*Date:* \_\_\_\_\_

## **ORDINANCE NO. 256**

### **AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF LINN VALLEY REQUIREMENTS AND FEES FOR BUILDING PERMITS ISSUED BY THE CITY OF LINN VALLEY, KANSAS.**

**IT IS HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF LINN VALLEY, KANSAS:**

#### **SECTION 4-202 OF THE CITY CODE SHALL BE AMENDED TO READ AS FOLLOWS:**

**Section 1.** The following sections of the 2006 International Building Code are hereby amended to read in their entirety:

Section 108.1 Payment of fees. A permit shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

Section 108.1.1 An application fee shall be required with all permit applications. Review of the application will not commence until such fee is paid. The application fee shall be applied to payment of the permit fee. The application fee will not be refunded for an application denied approval by the city or withdrawn.

Section 108.1.2 If the full permit fee has not been paid within thirty days of issuance, approval of the permit shall be withdrawn.

Section 108.2 Permit Fees. On buildings, structures with electrical, gas, mechanical, plumbing systems, or alterations requiring a permit, a fee for each permit shall be paid as required prior to commencing any work included on said permit.

Section 108.2.1 All said fees shall be set by resolution.

Section 108.2.2 Permit fees for improvements or construction, not included in 108.2.1 shall be determined by multiplying the base fee by the number of inspections needed.

Section 108.2.3 The base fee will be applied to approved changes to an existing permit. Fees will be due upon the building official's approval of changes.

Section 108.2.4 An environmental impact fee set by resolution will be assessed for installation of each sewer holding tank and water holding tank in addition to the required permit fees. Environmental impact fee shall be set by resolution.

Section 108.2.5 No permit or fee shall be required or assessed for the following:

- a. Roof repair if project does not exceed \$5,000 in cost
- b. Yard fences under six feet in height.

c. Lot clearing – removal of brush and small trees. Excavation shall require a building permit. Excavation is defined as removal of soil or rock from a property site or within a site to form an open face, or hole using tools or machinery. Purposes for excavation may include but not exclusively for footings, basements, and structural foundations.

d. General outside maintenance excluding foundation and electrical work that does not exceed \$5000 in cost.

Work exempt from permit requirements must comply with city code and ordinances.

108.4 Penalties. Any person who commences any work requiring a permit prior to obtaining the necessary permit shall be required to obtain a permit and be subject to a fine of no more than \$100 a day, but not less than \$25 a day, until such time as the property permit is obtained.

108.6 Refunds. If no work within the scope of the permit has begun, the building official is authorized to grant refunds of up to one half of original permit fees up to \$200 provided the request for a refund is submitted in writing no more than 60 days from the date of issuance of permit. If a refund is approved, any impact fees paid with the permit fee will be refunded in full.

**Section 2.** Ordinance No. 244 and all ordinances and parts of ordinances in conflict with this ordinance are hereby repealed as to the conflicting portions.

**Section 3.** This ordinance shall take effect and be in full force from and after its adoption by the governing body of the city, approved by the mayor, and publication of summary in the official newspaper and publication of the entire ordinance on the official city website, [www.linnvalleyks.com](http://www.linnvalleyks.com).

ADOPTED AND PASSED by the governing body of the City of Linn Valley, Kansas on 8<sup>th</sup> day of April 2024.

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Mayor

Attest:

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City Clerk



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