

AGENDA ITEM SUMMARY

MEETING DATE: February 19, 2020

ITEM NUMBER: 2

SUBJECT: Mayor and City Commissioners Reports and Comments

RECOMMENDATION:

BACKGROUND SUMMARY

This is a time for the Mayor and City Commissioners to make comments and reports to the Public.

The following is general information for the month of January for the community:

1) Monthly Local Retail Sales Tax Receipts Update

	2019	2020	
	\$425,242.50	\$395,954.52	Decrease of \$20,287.98 for the month, and
YTD	\$ 425,242.50	\$ 395,954.52	Overall decrease of 6.89% from year 2019

2) City Share from County Tax

	2019	2020	
	\$210,316.85	\$205,197.27	Decrease of \$5,119.58 for the month, and
YTD	\$ 210,318.85	\$ 205,197.27	Overall decrease of 2.43% from year 2019

3) Building Permits issued from 1/1/2020 to 1/31/2020 for new construction, remodeling / repairs and demolition.

Total number of building permits issued through Code Services:	28
Total of valuations associated with those building permits:	\$ 1,536,013.00
Total number of dollars collected for Building Permit Fees:	\$ 5,823.26
Construct - single family dwellings	0
Demo - single family dwellings	0

Flint Hills Mall CID for January	\$ 18,905.60
Year to Date Total	\$ 18,905.60

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

MEETING DATE: February 19, 2020

ITEM NUMBER: 3

SUBJECT:

Consent agenda:

The items listed on the Consent Agenda are considered by the Governing Body to be routine business items. Approval of the items may be made by a single motion, second and majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, at his/her request, it will be removed from the Consent Agenda and considered separately.

- a. Consider minutes of the Meetings held on February 5, 2020.
- b. Consider ratification of Payroll Ordinance for the periods ending on January 31, 2020.
- c. Consider Set Bid Date and Time for One New Solid Waste Truck.
- d. Consider Set Bid Date and Time to Receive Bids for New Police Vehicles.
- e. Consider Set Bid Date and Time to Receive Bids for the 2020 Sidewalk Improvements Project No. 19pathg.
- f. Consider Change Order No. 1 for the 6th Avenue Water Main Improvement Project No. WM1901.

RECOMMENDATION:

- a. Approve Minutes
- b. Approve Payroll
- c. Approve Bid Date and Time
- d. Approve Bid Date and Time
- e. Approve Bid Date and Time
- f. Approve Change Order

BACKGROUND SUMMARY:

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

MEETING DATE: February 19, 2020

ITEM NUMBER: 3c

SUBJECT: Set 2:00 p.m. February 25, 2020, as the time and date to receive bids for one new solid waste truck.

RECOMMENDATION: Set the time and date.

BACKGROUND SUMMARY:

This will be a replacement for a side load (automated) packer body and chassis. We will be trading in a 2010 Crain Carrier with a 2010 LaBre side load body (#310) The trade-in unit has 67,038 miles and 13,780 hours on it.

Following is a proposed timetable for this project:

Commission to set bid date	February 19
Receive bids	February 25
Commission to consider bids	March 4

There is \$275,000.00 budgeted for this replacement purchase.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

MEETING DATE: February 19, 2020

ITEM NUMBER: 3d

SUBJECT: Set 2:00 p.m., February 26, 2020 as the time and date to receive bids for new police vehicles.

RECOMMENDATION: Set the time and date.

BACKGROUND SUMMARY:

The old Police vehicles that will be replaced and the old ones will be transferred down to other departments in order to get as extended life as possible from each vehicle. The oldest/worst vehicles will be sold on Purple Wave.

The 2020 budget for replacing police vehicles is \$162,000.00.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

MEETING DATE: February 19, 2020

ITEM NUMBER: 3e

SUBJECT: Set 2:00 p.m., Tuesday, March 10, 2020, as the time and date to receive bids for the 2020 Sidewalk Improvements Project No. 19pathg.

RECOMMENDATION: Set bid time and date

BACKGROUND SUMMARY:

The 2020 Sidewalk Improvements Project will consist of installing sidewalk and ADA curb ramps in three separate locations to allow better pedestrian access to local grocery food stores. The project is funded through a Blue Cross and Blue Shield of Kansas "Safe Routes to Healthy Foods" grant that was awarded to the City in April of 2019. The three locations that sidewalk improvements will be constructed at are as follows:

- 12th Ave. (*Lakeview St. – Peyton St.*)
- 24th Ave. (*West Ridge Dr.*)
- US-50 Hwy. (*Industrial Rd. – Anderson St.*)

In addition to these improvements, the BCBS grant will also assist with the Public Works' Signing Department to purchase and install RRFB (Rectangular Rapid Flashing Beacon) pedestrian crossing systems near the Dillon's entrance at 12th & Peyton St. and at the intersection of 24th and West Ridge Dr.

Attached is the Invitation to Bid.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

INVITATION TO BID

Sealed bids for the **2020 Sidewalk Improvements Project No. 19** pathg will be received at the office of the City Clerk, City of Emporia, Kansas located upstairs at 104 E. 5th Avenue, up to **2:00 p.m. on Tuesday, March 10, 2020, and then publicly opened in the Engineering Department's Conference Room located at 522 Mechanic Street. A pre-bid conference will be held at 2:00 p.m. on Tuesday, March 3, 2020, at the same location.**

Project will consist of the following approximate quantities:

Base Bid:

Mobilization	1	L.S.
Common Excavation	78	C.Y.
Embankment (Type B) (MR-90)	78	C.Y.
Water (Grading) (Set Price)	1	M Gal.
Curb & Gutter Combined (2'-6") (AE)(Remove & Replace)	50	L.F.
Edge Curb (6")(AE)	15	L.F.
ADA Curb Ramp	21.4	S.Y.
ADA Curb Ramp with Warning Panel	19.7	S.Y.
Sidewalk Construction (4")(AE)	574	S.Y.
Concrete Pavement (6" Reinf.)(AE)(Remove & Replace)	69	S.Y.
Temporary slope Barrier	200	L.F.
Inlet Sediment Barrier	5	Ea.
Sediment Removal (Set Price)	1	C.Y.
Permanent Seeding, Fertilizer & Mulching	1	L.S.
Flagger (Set Price)	1	Hr.
Traffic Control	1	L.S.

Add Alternate:

Common Excavation	25	C.Y.
Curb & Gutter Combined (2'-6")(AE)(Remove & Replace)	11	L.F.
ADA Curb Ramp with Warning panel	5	S.Y.
Sidewalk Construction (4")(AE)	141	S.Y.
Permanent Seeding, Fertilizer & Mulching	1	L.S.
Traffic Control	1	L.S.

Plans and bid documents are on file at the office of the City Engineer, 522 Mechanic Street, P.O. Box 928, Emporia, KS 66801 (620-343-4260). The cost for plans and bid documents is twenty dollars (\$20), which is nonrefundable. If the Contractor prefers plans and bid documents sent by UPS there is an additional required fee of five dollars (\$5). Also, the Contractor may request an electronic copy of plans and bid documents for a flat rate fee of twenty dollars (\$20). The City of Emporia 2014 Master Set of Specifications (for all projects) is available upon request for a cost of \$20 for a hard copy. A contractor either shall have a current set of City Master Specs or have a signed contractor's acknowledgement on file with the City Engineer's Office that they have read and shall abide by the 2014 Master Set of Specifications on the City Web page in order to bid City of Emporia projects.

Each bid shall be accompanied by a certified check, a cashier's check, or an approved bidder's bond

in an amount of not less than five percent (5%) of the total amount of the bid. Any bid bond must be with a surety and guaranty company authorized to do business in the State of Kansas and acceptable to the City as Surety.

The Bidder to whom the Contract is awarded will be required to furnish statutory bond in the amount of one hundred percent (100%) of the Contract, and performance and maintenance bond in the amount of one hundred percent (100%) of the Contract; the bonds to be acceptable to the City of Emporia, Kansas, and conform to the requirements of the Contract documents.

The City of Emporia, Kansas, reserves the right to reject any or all bids and to waive defects in bids. No bids will be withdrawn for a period of sixty (60) days after the time set for opening of bids.

If you need accommodations due to a disability to participate in this event, meeting, or activity, or alternative format of written materials contact Jeff Lynch, City of Emporia ADA Coordinator at least 48 hours before the event at 620-343-4291 or e-mail jlynch@emporia-kansas.gov.

THE CITY OF EMPORIA, KANSAS
Kerry Sull
City Clerk

AGENDA ITEM SUMMARY

MEETING DATE: February 19, 2020

ITEM NUMBER: 3f

SUBJECT: Consider Change Order No. 1 for the 6th Avenue Water Main Improvement Project No. WM1901 (Merchant St. to Commercial St.).

RECOMMENDATION: Approve Change Order No. 1 for the 6th Avenue Water Main Improvement Project No. WM1901 (Merchant St. to Commercial St.) for an additional \$40,849.13 to be added to the project contract.

BACKGROUND SUMMARY:

The original contract amount with Rubick Construction, Inc. was \$179,842.86. This Change Order of \$40,849.13 would increase the final contract dollar amount to \$220,691.99. The project is being paid out of the Water Fund.

Attached is Change Order No. 1, and Change Order Explanations.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

**CHANGE IN PLANS NO. 1
ON CONTRACT WITH RUBICK CONSTRUCTION, INC. FOR THE
CONSTRUCTION OF 6TH AVENUE WATERLINE IMPROVEMENTS PROJECT NO. WM1901
(MERCHANT STREET TO COMMERCIAL STREET)**

Date: February 3, 2020

This change in plans, made in accordance with the provisions of Paragraph 9, GS-4, General Conditions under the above Contract, provides for a change in the contract total due to estimated quantities being different than the actual quantities used in the construction of the 6th Avenue Water Main Improvements Project No. WM1901 (Merchant Street to Commercial Street).

<u>QUANTITY</u>	<u>UNIT</u>	<u>ITEM & UNIT PRICE IN WORDS</u>	<u>IN FIGURES</u>	<u>AMOUNT</u>
QUANTITIES ADDED:				
24	LF	4" PVC Water Main (C-900) (In Place) @ One Hundred Eighty-six Dollars (Unit Price in Words)	\$186.00	\$4,464.00
1	EA	4" Gate Valve with Valve Box @ One Thousand Two Hundred Eight Dollars and Eighty-four Cents (Unit Price in Words)	\$1,208.84	\$1,208.84
1	EA	10"x4"x10" Tee @ One Thousand One Hundred Twenty-three Dollars and Eight Cents (Unit Price in Words)	\$1,123.08	\$1,123.08
1	EA	10" Solid Sleeve (Hymax Coupling) @ One Thousand Forty-eight Dollars and Thirty-seven Cents (Unit Price in Words)	\$1,048.37	\$1,048.37
72	SY	Pavement Remove and Replace (10" Reinforced Concrete) (AE) @ Two Hundred Sixty-four Dollars (Unit Price in Words)	\$264.00	\$19,008.00
3.00	SY	Concrete Sidewalk (4" Plain) (AE) (Remove and Replace) @ One Hundred Thirty-four Dollars and Forty Cents (Unit Price in Words)	\$134.40	\$403.20
41.00	CY	Flowable Fill @ One Hundred Sixteen Dollars and Twenty-eight Cents (Unit Price in Words)	\$116.28	\$4,767.48
1.00	LS	Additional Work at Merchant Street @ Three Thousand Eighty Dollars (Unit Price in Words)	\$3,080.00	\$3,080.00
68.00	LF	10" PVC Water Main (C-900) (In Place) (Amended Price) @ One Hundred Sixteen Dollars and Twenty-eight Cents (Unit Price in Words)	\$262.00	\$17,816.00
TOTAL ADDED TO PROJECT:				<u>\$52,918.97</u>

QUANTITIES DELETED:

4	LF	10" PVC Water Main (C-900) (In Place) @ Four Hundred Twenty-five Dollars and Ten Cents (Unit Price in Words)	\$425.10	\$1,700.40
1	EA	10"x10"x10" Tapping Tee with Valve @ Six Thousand One Hundred Seven Dollars and Forty-six Cents (Unit Price in Words)	\$6,107.46	\$6,107.46
1	EA	4" Cap @ Five Hundred Ninety-four Dollars and Thirty Cents (Unit Price in Words)	\$594.30	\$594.30
2	EA	2" Service Tap @ One Thousand Two Hundred Eighteen Dollars and Eighty-four Cents (Unit Price in Words)	\$1,218.84	\$2,437.68
20	LF	2" Copper Service Line (In Place) @ Sixty-one Dollars and Fifty Cents (Unit Price in Words)	\$61.50	\$1,230.00

TOTAL DELETED FROM PROJECT: \$12,069.84

TOTAL CHANGE ORDER ADDED TO PROJECT: \$40,849.13

CONTRACTOR: RUBICK CONSTRUCTION, INC.

BY: [Signature] 2-11-2020

APPROVED BY: THE CITY OF EMPORIA, KS

BY: _____
MAYOR

Date: _____

Attest: _____
CITY CLERK

**6TH AVENUE WATER MAIN IMPROVEMENTS
PROJECT (NO. WM1901)
(Merchant Street to Commercial Street)**

CHANGE ORDER EXPLANATION

During construction of the 6th Avenue Water Main Improvements Project (WM1901) (6TH AVENUE), changes and adjustment of quantities were made which resulted in an increase of the contract in the amount of \$40,849.13.

Quantities Added:

1. 4" PVC Water Main (C-900) (In Place)–
This change represents an overrun of 24.00 L.F. This item increased due to replacing the two 2" copper service lines for the Preston Plaza Building with 4" PVC.

2. 4" Gate Valve with Valve Box –
This change represents an overrun of 1.00 EA. This item was increased due to adding a valve to the 4" PVC service line for Preston Plaza Building.

3. 10"x4"x10" Tee –
This change represents an overrun of 1.00 EA. This item increased due to adding a tee to tie in 4" PVC service line for Preston Plaza Building.

4. 10" Solid Sleeve (Hymax Coupling) –
This change represents an overrun of 1.00 EA. This item increased due to adjustments made in the field in order to connect a section of 10" pipe.

5. Pavement Remove and Replace (10" Reinforced Concrete) (AE) –
This change represents an overrun of 72.00 S.Y. This item increased due to field measurements being more than plan quantity. Additional quantity was mostly measured at the intersection of Merchant and 6th Avenue where extra work was added to the contract.

6. Concrete Sidewalk (4" Plain) (AE) (Remove and Replace) –
This change represents an overrun of 3.00 S.Y. This item increased due to field measurements being more than plan quantity. Additional sidewalk was required to be removed on north side of 6th Avenue in order to tie service line into meter.

7. Flowable Fill –
This change represents an overrun of 41.00 C.Y. This item increased due to the additional work at the intersection of Merchant and 6th Avenue.

8. Additional Work at Merchant Street –
This work was added to the project a 1.00 L.S. The Contractor submitted an estimated cost of \$3,080.00 which was approved prior to constructing. This work consisted of Installation of Fittings (supplied by City), Labor of Machine Time for addition fittings and Traffic Control Reroute. (See Contractor Estimate Attached)
9. 10" PVC Water Main (C-900) (In Place) (Amended Price) –
The price for this line item was amended due to an increase in quantity for the additional work to be done at the intersection of Merchant and 6th Avenue. The original unit price was reduced from \$425.10 to \$262.00. Original quantity was 4 L.F. that increased to 68 L.F. installed. (See Contractor Estimate Attached)

Quantities Deleted:

1. 10" PVC Water Main (C-900) (In Place) –
This change represents an underrun of 4.00 L.F. The price for this line item was amended due to an increase in quantity for the additional work to be done at the intersection of Merchant and 6th Avenue. The original unit price was reduced from \$425.10 to \$262.00.
2. 10"x10"x10" Tapping Tee with Valve –
This change represents an underrun of 1.00 EA. This item decreased due to changes made at the intersection of Merchant and 6th Avenue. The 10" Tapping Tee was replaced with a 10" Mechanical Joint Tee supplied by the City.
3. 4" Cap –
This change represents an underrun of 1.00 EA. The proposed 4" cap at the east end of project (Commercial Street) was not used. A Concrete thrust block behind new tee was poured over end of 4" abandon pipe.
4. 2" Service Tap –
This change represents an underrun of 2.00 EA. This item decreased due to replacing the two 2" copper service lines for the Preston Plaza Building with 4" PVC.
5. 2" Copper Service Line (In Place)–
This change represents an underrun of 20 L.F. This item decreased due to replacing the two 2" copper service lines for the Preston Plaza Building with 4" PVC.

AGENDA ITEM SUMMARY

MEETING DATE: February 19, 2020

ITEM NUMBER: 4

SUBJECT: Public Comment

RECOMMENDATION:

BACKGROUND SUMMARY:

Citizen Appearance Procedures

Presentations by individuals during "Citizen Appearance" portion of the Commission agenda shall be limited two minutes each. No personal attacks, comments or opinions shall be expressed or made against or about any member of the Commission, Mayor, City Employee, individual group or corporation.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

MEETING DATE: February 19, 2020

ITEM NUMBER: 5

SUBJECT: Ordinance for St. Patrick's Day Beer Garden.

RECOMMENDATION: Approve Ordinance for St. Patrick's Day Beer Garden.

BACKGROUND SUMMARY:

James Lauer, owner of Town Royal requests a temporary exemption from the prohibition of the sale and consumption of alcoholic beverages for the St. Patrick's Day celebration to be held on March 14, 2020. The requested exemption is for the parking lot adjacent to the Town Royal at 405 Commercial street from 10:00 a.m. to 1:30 a.m. on that date.

The proposed ordinance includes requirements that all alcoholic beverages remain within City fencing with the final location to be approved by the Chief of Police, that no one under the age of 21 may possess or consume alcohol, and that Town Royal must meet all City and State requirements for temporary alcohol sales.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

ORDINANCE NO. _____

AN ORDINANCE EXEMPTING THE PARKING LOT NEXT TO 405 COMMERCIAL STREET IN THE CITY OF EMPORIA, KANSAS, FROM THE PROHIBITION ON THE CONSUMPTION OF ALCOHOLIC BEVERAGES.

WHEREAS, James Lauer d/b/a Town Royal requests an exemption from the prohibition of sale and consumption of cereal malt beverages (CMB) and/or alcoholic liquor on the parking lot next to Town Royal, 405 Commercial Street, Emporia, Kansas, in connection with the operation of a temporary beer garden on March 14, 2020;

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS:

SECTION 1. Pursuant to K.S.A. 2009 SUPP. 41-719(d), as amended, and City Code Sec. 14-102 governing beer gardens; the Governing Body exempts the parking lot next to Town Royal, 405 Commercial Street from the prohibition on the sale and consumption of cereal malt beverage (CMB) and alcoholic liquor when it is being consumed in conjunction with the St. Patrick's Day event between 10:00 a.m. and 1:30 a.m. on March 14, 2020, as authorized by the City Manager and subject to any other laws or ordinances regulating the possession, sale and/or consumption of CMB and alcoholic liquor.

SECTION 2. Sale and consumption shall be allowed within an area delineated by City of Emporia fencing in a manner approved by the Chief of Police or designee which clearly distinguishes the area where alcoholic beverages are permitted. No one under the age of 21 shall possess or consume alcoholic beverages and event sponsors shall be held strictly accountable for any violations. No alcoholic beverages shall be consumed in vehicles while on the street at any special event.

SECTION 3. No person shall remove any alcoholic liquor or CMB from inside the boundaries of the special event as delineated by signs, posted map or other means which reasonably identify the boundaries of the special event.

SECTION 4. Licensees must meet all the requirements for obtaining a temporary license for sale of alcoholic beverages by the city and the state.

SECTION 5. This ordinance shall become effective upon publication in the official city newspaper.

PASSED AND APPROVED this 19th day of February 2020.

Danny Giefer, Mayor

ATTEST:

Kerry Sull, City Clerk

AGENDA ITEM SUMMARY

MEETING DATE: February 19, 2020

ITEM NUMBER: 6

SUBJECT: CDBG Project 18-PF-005 Sanitary Sewer Relining Project

Consider authorizing the Mayor and staff to submit a Contract Amendment Request to the Kansas Department of Commerce for a time extension.

RECOMMENDATION: Authorize the following action: Authorize the Mayor and Staff to submit a Contract Amendment Request for a six (6) month time extension to the State of Kansas Department of Commerce for the downtown sanitary sewer improvement project. The project engineers have cited the delays are due to unseasonably wet and cold weather that has saturated the ground. The City is requesting a six (6) month extension to allow the contractor to complete construction and allow monitoring and close out of the grant project.

BACKGROUND SUMMARY:

As the Commission is aware, the City has implemented a sewer relining project in the downtown area. The project will help significantly improve the downtown infrastructure and should add another 30-50 years of life to the sewer system in this area. The sewer relining will also reduce ground water infiltration and help reduce the storm water from flowing into the sanitary sewer system. These improvements will continue to be beneficial as the downtown continues to grow and add residential living.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

MEETING DATE: February 19, 2020

ITEM NUMBER: 7

SUBJECT: Federal Funds Distribution Federal-Aid Fund Exchange Master Agreement between KDOT and the City of Emporia, KS.

RECOMMENDATION: It is staff's recommendation to authorize the Mayor to approve and sign the Federal-Aid Fund Exchange Master Agreement.

BACKGROUND SUMMARY:

The Kansas Department of Transportation allows a City to exchange the annual allocation of Federal Funds for use by the City on City street projects. This enables the City to use a more streamlined process for project development. The agreement defines the current "Exchange Rate" at 90% of State Funds for 100% of local federal obligation authority for project costs. The City of Emporia utilized this funding source for the asphalt overlay and street maintenance on Merchant Street (Kansas Ave. to 12th Ave.) and Industrial Road (6th Ave. to I-35) in 2018. The current amount of federal funding allocated to Emporia is \$520,669.11 of which a project(s) is yet to be determined for use of the funds.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____



REQUEST TO EXCHANGE FEDERAL FUNDS
under the Federal-Aid Fund Exchange Master Agreement

City of Emporia

Federal Funds to Be Exchanged: \$520,669.11

Exchange Rate for 2020: \$0.90 State Funds/\$1.00 Federal Funds

The Secretary of Transportation is hereby requested to make available to the city/county State Funds in exchange for the city's/county's allotment of Federal Funds in the amount stated above. The Exchange will be made under the Terms and Conditions as set forth in the city/county's Federal Fund Exchange Master Agreement previously executed between the city/county and the Secretary. This request shall be attached to and become a part of the city/county's Federal Funds Exchange Agreement.

Contact Person: _____ Title: _____

Address: _____

Phone: _____ Email: _____

*Signature** *Date*

Typed or Printed Name

Title

**The representative signing this request must be authorized by law to bind the city/county to an agreement.*

AGENDA ITEM SUMMARY

MEETING DATE: February 19, 2020

ITEM NUMBER: 8

SUBJECT: Consider accepting a \$300,000 housing rehabilitation grant from the Kansas Department of Commerce CDBG Program and authorizing the Mayor to sign a contract along with all other associated documents.

RECOMMENDATION: Approve

BACKGROUND SUMMARY:

The City has been awarded a grant through the Kansas Department of Commerce Small Cities Community Development Block Grant (CDBG) Program to rehabilitate approximately 14 houses occupied by residents with low to moderate income. Most of the funding would be used in a target area near Peter Pan Park bounded by South Ave., Commercial St., Kansas Ave., and State St.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

STATE OF KANSAS
GRANT AGREEMENT NO. 20-HR-001
between the

STATE OF KANSAS
DEPARTMENT OF COMMERCE

and the

City of Emporia

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 Emporia, 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 dated JANUARY 17, 2020, (attached and 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 attached and 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. The Department, in accordance with the provisions of K.S.A. 74-5001 et. seq., hereinafter called "the State Act," has approved the application of the Grantee and awarded funds for the purpose of supporting the Grantee's Community Development Program.
- C. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.
- D. Federal Program – Community Development Block Grant Cluster (CDBG) (CFDA No. 14.228).

III. Description of Activities

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

IV. Period of Performance

The period of performance for all activities assisted by this Agreement shall commence on MARCH 15, 2020, hereinafter called the "Commencement Date," and shall be complete on MARCH 14, 2022, 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 \$300,000 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 \$88,400 in other sources of funds to this Community Development Program and such funds shall be used by the Grantee in accordance with the Activities and budget on the APPROVED PROJECT APPLICATION.
- C. It is expressly understood and agreed that in no event will the total program funds provided by the Department exceed the sum of \$300,000. Any additional funds required to complete the program activities set forth in this Agreement will be the sole responsibility of the Grantee, and not the responsibility of the Department.

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

VI. Indemnification

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

VII. Obligations of Grantee

- A. All of the activities required by this Agreement shall be performed by personnel of the Grantee or by third parties (subgrantees, contractors, or subcontractors) under the direct supervision of the Grantee and in accordance with the terms of written contracts. Any such contracts may be made subject to approval by the Department.
- B. Except as may otherwise be provided in the SPECIAL CONDITIONS, the Grantee may subgrant, contract, or subcontract any of the work or services covered by this Agreement.
- C. The Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any of the program being assisted under this grant.
- D. The Grantee shall require any third party to comply with all lawful requirements necessary to insure that the program is carried out in accordance with this Agreement.
- 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 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 insure that any amounts of cash in excess of the limits set forth in (A) above shall be expended within three (3) days of receipt of the funds in the depository account.
- 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 Program. Into this fund shall be deposited:
 - 1. Moneys received from the Department.
 - 2. Program income earned through program activities.
- B. Any interest earned, prior to disbursement, on advances of grant funds shall be remitted to the State for subsequent return to the United States Treasury.

XII. Financial Management

- A. Grantees shall establish and maintain a system which assures effective control over and accountability for all funds, property and other assets used in the Community Development Program.
- B. Grantees shall either adopt the system recommended by the Department or certify to the Department, in writing, prior to making the first requisition of funds that the alternative system proposed for use shall meet the following standards:
 - 1. Maintenance of separate accounting records and source documentation for the Community Development Program;
 - 2. Provision for accurate, current and complete disclosure of the financial status of the Program;
 - 3. Establishment of records of budgets and expenditures for each approved activity;
 - 4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;
 - 5. Provision of financial status reports in the form specified by the Department;
 - 6. Compliance with the Department's audit requirements (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 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 these grants and the receipt of assistance under the Small Cities CDBG program as may be necessary to make audits, examinations, excerpts, and transcripts for a period of three years after the entire State CDBG grant year you were awarded from has been closed out by HUD.
- C. Any contract or agreement entered into by the Grantee shall contain language comparable to subsection (B) so as to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.

XXII. Conflict of Interest

- A. In the procurement of supplies, equipment, construction and services by Grantees and subgrantees, the conflict of interest provisions of the Kansas Department of Commerce as provided at 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 Emporia 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 **JANUARY 17, 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 **MARCH 14, 2022** 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 **JUNE 14, 2022**.
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.

GRANTEE NAME: CITY OF EMPORIA

GRANT NUMBER: 20-HR-001

ACTIVITY	CDBG FUNDS	OTHER FUNDS	SOURCE OF OTHER FUNDS	TOTAL COST
1. Public Facilities/Construction				
a. Water Treatment Plant				\$ -
b. Sewer/Lines/Treatment				\$ -
c. Street Improvements				\$ -
d. Drainage/Flood				\$ -
e. Center/Facility				\$ -
f. Other (Identify)				\$ -
g. Acquisition, including easements				\$ -
h. Engineering Design				\$ -
i. Construction Inspection				\$ -
j. Architectural Services				\$ -
k. Other Professional Services				\$ -
Public Facility Activities Total		\$ -		\$ -
2. Housing Activities				
a. Housing Rehabilitation (10)	\$ 253,000	\$ 58,000	Landlord Match/ Weatherization	\$ 311,000
b. LSWP/Cleaning for Clearance	\$ 17,600			\$ 17,600
c. HQS Inspections	\$ 14,000			\$ 14,000
d. LBP Assessments	\$ 11,200			\$ 11,200
e. LBP Clearance Testing	\$ 4,200	\$ 2,800		\$ 7,000
f. Relocation for LBP		\$ 4,600		\$ 4,600
g. Demolition (1) & Inspections				\$ -
H Radon Mitigation		\$ 8,000		\$ 8,000
Housing Activities Total	\$ 300,000	\$ 73,400		\$ 373,400
3. Administration				\$ -
a. Administrative Activities		\$ 14,000	City Funds	\$ 14,000
b. Legal		\$ 1,000	City Funds	\$ 1,000
c. Audit				\$ -
Administration Total	\$ -	\$ 15,000		\$ 15,000
ALL ACTIVITIES TOTAL	\$ 300,000	\$ 88,400		\$ 388,400

Kansas Department of Commerce
Community Development Block Grant (CDBG) Program
1000 S.W. Jackson St., Suite 100
Topeka, KS 66612-1354

DETERMINATION OF LEVEL OF REVIEW

ENVIRONMENTAL REVIEW RECORD (ERR)

Grantee Name & Project Number: City of Emporia-20-HR-001

Project Location: Scattered sites within the selected target area in the city limits of Emporia, Kansas, bounded by South Ave. on the north, Commercial St. on the east, Kansas Ave. on the south, and State St. on the west. Some exceptions may be made to address emergencies projects outside the target area that meet CDBG requirements.

Project Description: The scope of this project is to conduct rehabilitation on approximately 14 single-family homes occupied by low-to-moderate income persons in the target area, within CDBG regulations. The project time period will be from March 15, 2020 through March 14, 2022. The total project cost is estimated at \$388,400, with \$300,000 from a CDBG grant, and \$88,400 in local match. Environmental concerns other than lead include the presence of a state highway, a railway track and County in a high radiation area. A Tier II evaluation will be carried out for specific project locations when they become known.

The subject project has been reviewed pursuant to HUD regulations 24 CFR Part 58, "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities," and the following determination with respect to the project is made:

- Exempt from NEPA review requirements per 24 CFR 58.34(a)(___)
- Categorical Exclusion NOT Subject to §58.5 authorities per 24 CFR 58.35(b)(___)
- Categorical Exclusion SUBJECT to §58.5 authorities per 24 CFR 58.35(a)(3i)
- An Environmental Assessment (EA) is required to be performed.
- An Environmental Impact Statement (EIS) is required to be performed.

The ERR (see §58.38) must contain all the environmental review documents, public notices and written determinations or environmental findings required by Part 58 as evidence of review, decision making and actions pertaining to a particular project. Include additional information including checklists, studies, analyses and documentation as appropriate.

Danny Giefer, Mayor

Chief Elected Official (print name/title)

Chief Elected Official's Signature

Date

AGENDA ITEM SUMMARY

MEETING DATE: February 19, 2020

ITEM NUMBER: 9

SUBJECT: Adoption Of A Resolution Establishing a Hearing Date for the Riverside Rural Housing Incentive District.

RECOMMENDATION: Approve Resolution

BACKGROUND SUMMARY:

The Resolution before the Commission establishes a hearing date of April 1, 2020 for the establishment of the Riverside RHID District and includes the state required development plan as required by state statute. The hearing date must be at least 30 days and no more than 70 days after the passage of this Resolution. Other requirements of the statute will be completed once the Resolution is passed by the Commission.

The project plat has been approved by the Planning Commission and the City Commission in previous actions. The subdivision consists of 11 single family lots just south of Riverside Elementary. Contact regarding the development of this area and its designation as an RHID has been made with other taxing entities.

This will be the third RHID in the City of Emporia since 2016.

The developer anticipates construction of the infrastructure improvements to begin in the spring of 2020.

City Staff will be available to answer any questions.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

Resolution# _____

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS DETERMINING THAT THE CITY IS CONSIDERING ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH PROPOSED DISTRICT; ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING.

(Riverside Subdivision/Riverside Court LLC)

WHEREAS, K.S.A. 12-5241 et seq. (the "Act") authorizes any city incorporated in accordance with the laws of the state of Kansas (the "State") with a population of less than 60,000 located in a county with a population of less than 80,000 to designate rural housing incentive districts within such city; and

WHEREAS, the City of Emporia, Kansas (the "City") has an estimated population of approximately 24,560, is located in Lyon County, Kansas (the "County"), which has an estimated population of approximately 33,690, and therefore constitutes a city as said term is defined in the Act; and

WHEREAS, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and

WHEREAS, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a rural housing incentive district and providing the legal description of property to be contained therein;

WHEREAS, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary of Commerce of the State (the "Secretary") requesting that the Secretary agree with the finding contained in such resolution; and

WHEREAS, if the Secretary agrees with such findings, such city may proceed with the establishment of a rural housing incentive district within such city and adopt a plan for the development of housing and public facilities in the proposed district; and

WHEREAS, the Governing Body of the City has performed an amended Housing Needs Analysis dated August 2019 (the "Analysis"), a copy of which is on file in the office of the Community Development Coordinator; and

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 3577 which made certain findings relating to the need for financial incentives relating to the construction of quality housing within the City, declared it advisable to establish a Rural Housing Incentive District pursuant to the Act and authorized the submission of such Resolution and Housing Needs Analysis to the Kansas Department of Commerce in accordance with the provisions of the Act; and

WHEREAS, the Secretary of the Kansas Department of Commerce, pursuant to a letter dated February 10, 2020, authorized the City to proceed with the establishment of a Rural Housing Incentive District pursuant to the Act (the "District"); and

WHEREAS, the City has caused to be prepared a plan for the development or redevelopment of housing and public facilities in the proposed District in accordance with the provisions of the Act (the "Plan"); and

WHEREAS, the Plan includes:

1. The legal description and map required by subsection (a) of K.S.A. 12-5245;
2. The existing assessed valuation of the real estate in the proposed District listing the land and improvement values separately;
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District;
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof;
5. A listing of the names, addresses and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District;
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District;
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, which shows the public benefits derived from such District will exceed the costs and that the income therefore, together with all public and private sources of funding, will be sufficient to pay for the public improvements that may be undertaken in such District; and

WHEREAS, the Governing Body of the City proposes to continue proceedings necessary to create a Rural Housing Incentive District, in accordance with the provisions of the Act, and adopt the Plan, by the calling of a public hearing on such matters.

THEREFORE, BE IT RESOLVED by the Governing Body of the City of Emporia, Kansas as follows:

Section 1. Proposed Rural Housing Incentive District. The Governing Body hereby declares an intent to establish within the City a Rural Housing Incentive District. The District is proposed to be formed within the boundaries of the real estate legally described in *Exhibit A* attached hereto, and shown on the map depicting the existing parcels of land attached hereto as *Exhibit B*. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District and the existing assessed valuation of said real estate, listing the land and improvement values separately, is attached hereto as *Exhibit C*.

Section 2. Proposed Plan. The Governing Body hereby further declares an intent to adopt the Plan in substantially the form presented to the Governing Body this date. A copy of the Plan shall be filed in the office of the City Clerk and be available for public inspection during normal business hours. A description of the housing and public facilities projects that are proposed to be constructed or improved in the proposed District, are as described herein:

Housing Facilities- The housing facilities will be composed of 11 single-family homes.
Public Facilities- Public improvements will include the construction of infrastructure improvements located within the boundaries of the District, including water, sanitary sewer, and electric improvements. Infrastructure improvements will be constructed concurrently with the project.

Section 3. Public Hearing. Notice is hereby given that a public hearing will be held by the Governing Body of the City to consider the establishment of the District and adoption of the Plan on April 1, 2020 in the City Commission Meeting Room of the Civic Auditorium , 515 Mechanic St., Emporia , Kansas; the public hearing is to commence at 1:30 p.m. or as soon thereafter as the Governing Body can hear the matter. At the public hearing the Governing Body will receive public comment on such matters, and may, after the conclusion of such public hearing, consider the findings necessary for establishment of the District and adoption of the Plan, all pursuant to the Act.

Section 4. Notice of the Public Hearing. The City Clerk is hereby y authorized and directed to provide for notice of the public hearing by taking the following actions;

- a. A certified copy of this resolution shall be delivered to:
 - (i) The Board of County Commissioners of Lyon County, Kansas;
 - (ii) The Board of Education of U.S.D. No. 253; and
 - (iii) The Emporia/Lyon County Metropolitan Area Planning Commission
- b. This Resolution, specifically including *Exhibits A thru C* attached hereto, shall be published at least once in the official newspaper of the City not less than one week or more than two weeks preceding the date of the public hearing.

Section 5. Further Action. The Mayor, City Clerk, city officials and employees, including the City Attorney, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution.

Section 6. Effective Date. This Resolution shall take effect after its adoption by the Governing Body.

Adopted by the Governing Body of the City of Emporia this 19th of February 2020.

Danny Giefer, Mayor

Kerry Sull, City Clerk

Riverside Subdivision

A TRACT IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$ SE $\frac{1}{4}$) OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 20 RODS SOUTH OF THE NE CORNER OF SAID SE $\frac{1}{4}$ SE $\frac{1}{4}$ AS MARKED BY A $\frac{1}{2}$ REBAR INSIDE A 2 INCH PIPE;
THENCE S.01° 01' 50"E. (GRID BEARINGS) ON THE EAST LINE OF SAID SE $\frac{1}{4}$ SE $\frac{1}{4}$ FOR 180.00 FEET;
THENCE S.88° 34' 59"W. FOR 440.00 FEET;
THENCE S.01° 01' 50"E. FOR 30.00 FEET;
THENCE S.88° 34' 59"W. FOR 140.00 FEET;
THENCE S.01° 01' 50"E. FOR 40.00 FEET;
THENCE S.88° 34' 59"W. FOR 105.00 FEET;
THENCE N.57° 40' 13"W. FOR 257.41 FEET;
THENCE N.01° 01' 50"W. FOR 107.00 FEET TO THE SOUTH LINE OF THE USD 253 TRACT;
THENCE N.88° 34' 59"E. ON SAID SOUTH LINE FOR 900.00 FEET TO THE POINT OF BEGINNING,

CONTAINING 4.0 ACRES.

\$175,000 avg. sale price per home

RHID- RIVERSIDE ADDITION

COMPREHENSIVE FINANCIAL FEASIBILITY ANALYSIS

Unimproved Tax Calculation		Assessment		Base Year		Years in		Total Base Year Tax	
Parcel #	Value	Rate	Assessed Value	Mill Levy	Tax	Program	Program	Tax	Program
#1951604007037030 (tax yr. 2020 est. value for land only)	12,960	0.115	1,490.40	0.167035	248.95			248.95	
TOTAL					248.95	20		4,978.98	

Home Value	No. of Homes Taxed	Assessment Rate	Assessed Value	Mill Levy	Gross Tax Increase	School Tax Exemp.	State Exemption	Tax Increase per Year		Year Taxes Rec'd	Yrs. in Program	Tax Generated For Program Period*
								Year	Year			
175,000	0	0.115	-	0.167035	10,084.74	138	1,298.06	8,648.68	2020	1	16	138,378.81
175,000	3	0.115	60,375	0.167035	6,723.16	92	865.38	5,765.78	2021	2	17	98,018.32
175,000	2	0.115	40,250	0.167035	6,723.16	92	865.38	5,765.78	2022	3	18	103,784.11
175,000	2	0.115	40,250	0.167035	6,723.16	92	865.38	5,765.78	2023	4	19	109,549.89
175,000	2	0.115	40,250	0.167035	6,723.16	92	865.38	5,765.78	2024	5	20	115,315.68
175,000	2	0.115	40,250	0.167035	6,723.16	92	865.38	5,765.78	2025	6		
										7		
										8		
										9		
										10		
										11		
										12		
										13		
										14		
										15		
Total	11							31,711.81				565,046.81
Pre-Project Tax =												4,978.98
Estimated Tax Increase Generated =												\$ 560,067.83
Estimated Eligible Infrastructure Costs =												\$ 530,000.00

Total Construction Project Period= 6 years
 Payback Period= approx. 20 years from 1st year of construction
 *Rebate starts in tax year following year of completion when new home values are added to tax roll

EXHIBIT C

Real Property Owner/Developer: Riverside Court LLC, 409 Oak Street, Cottonwood Falls, Kansas
66845-2824

Individuals with Specific Interests:

Lynn A. Cunningham
409 Oak
Cottonwood Falls, KS 66845

James K. Hernandez
8815 NE 80th Terrace
Kansas City, MO 64158

Carlos F. Hernandez
628 W. 40th
Kansas City, MO 64111

Assessed Valuation 2019 \$81

Department of Commerce
1000 S.W. Jackson St., Suite 100
Topeka, KS 66612-1354



Phone: (785) 296-5298
Fax: (785) 296-5055
KansasCommerce.gov

David C. Toland, Secretary

Laura Kelly, Governor

February 10, 2020

Mark McAnarney
City Manager
City of Emporia
104 E. 5th
PO Box 928
Emporia, Kansas 66801-0928

RE: Request for Approval of Additional Rural Housing Incentive Districts– City of Emporia/Riverside and Cresthill Districts

Dear Mr. McAnarney:

This will acknowledge receipt of the City of Emporia's application dated January 2, 2020 related to participation in the Kansas Rural Housing Initiative District Act. The current application is for two additional Rural Housing Districts for Riverside and Cresthill.

I have reviewed Resolution No. 3625 passed by the governing body and submitted to the Kansas Department of Commerce (Commerce) pursuant to the Rural Housing Incentive District Act found at K.S.A. 12-5219 *et seq.* I have further reviewed the Housing Needs Analysis (Analysis) prepared by the City and upon which the resolutions are based. The process of establishing a Rural Housing Incentive District requires the Analysis to summarize and determine the nature and extent of housing needs within the community. The Analysis must then be adopted by the governing body and is subject to the review and approval of the Secretary of Commerce. The Act sets out four findings and determinations which must be included in the Analysis and adopted by the City.

Based on my review of the original application material and supplemental information provided by the City of Emporia, I hereby agree with and approve the findings set forth in the resolution passed by the City of Emporia to wit:

1. There is a shortage of quality housing, including affordable single family and multi-family apartment units, at various price ranges in Emporia despite the best efforts of public and private housing developers;
2. The shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing development in Emporia;

Mark McAnarney
February 10, 2020
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3. The shortage of quality housing is a substantial deterrent to the future economic growth and development of Emporia; and
4. The future economic well-being of Emporia depends on the governing body providing additional incentives for the construction or renovation of quality housing in Emporia.

Commerce believes the Analysis and findings by the governing body of Emporia meet the requirements set forth in K.S.A. 12-5219(a) and this constitutes the approval required by K.S.A. 12-5244(c) for the various Districts as more fully described in Resolution No. 3325. The application for approval of the findings required for the establishment of the Rural Housing Incentive Districts as set forth in the application is hereby approved. This approval is predicated solely upon the information and data received from Emporia.

If you have any questions regarding this matter, please let me know.

Sincerely,



David C. Toland
Secretary

cc: Ryan Vencent (KHRC)
Robert North

AGENDA ITEM SUMMARY

MEETING DATE: February 19, 2020

ITEM NUMBER: 10

SUBJECT: Consider Recommending changes to the rules and regulations for fishing in Jones Park and Peter Pan Park.

RECOMMENDATION: Recommend the changes to the rules and regulations for fishing in Jones Park and Peter Pan Park.

BACKGROUND SUMMARY:

The City Commission recently heard a presentation from Carson Cox, Kansas Parks and Wildlife Fisheries Biologist, on recommended changing to the fishing rules and regulations for Jones Youth Park and Peter Pan Park. The recommended changes are as follows:

1. The Youth Mentoring Fishing Program would be implemented in Jones Park. Currently there are three ponds in Jones Park that are utilized for fishing. Under the Youth Mentoring Program, adults would be allowed to fish in the three ponds only if they were accompanied by a youth age 16 or under. The goal of the Youth Mentoring Program is to encourage youth to explore the outdoors and fish in the ponds. This change would also allow Fish and Game to issue tickets for offenses which would take them out of Emporia Municipal Court. Kansas Parks and Wildlife would be responsible for installing the new signage in Jones Park.
2. It was also recommended the rules and regulations be changed to prohibit cast nets and seining in the ponds in both Jones Park and Peter Pan Park. The removal of large numbers of bait fish makes the fish population out of balance and fish grow slower.
3. It was also recommended individuals could contact Kansas Parks and Wildlife in order to use cast nets or seining nets in the ponds for educational purposes.
4. The proposed changes will be reviewed by Kansas Parks and Wildlife and would go into effect on January 1, 2021.

These park ponds are under jurisdiction of the State of Kansas for regulation on fishing. The City may recommend changes at any time for consideration by the State of Kansas for the following calendar year. Only a vote is required from the City Commission.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

MEETING DATE: February 19, 2020

ITEM NUMBER: 11

SUBJECT: Report from the City Manager on City Activities

RECOMMENDATION: This is a verbal report that announces upcoming events, recognizes employees for outstanding contributions and provides the public with information that may be of general interest.

BACKGROUND SUMMARY: This is an opportunity to present information to the public that may not be reported in other news accounts or City activities or to highlight accomplishments of the organization.

February 26th Study Session

- Year End Review
- CVB Contract Discussion
- Lift Stations Discussions
- Update and List for Alley Maintenance
- Discuss Sidewalk Plan at Peter Pan Park

1st Quarterly Joint City/County Luncheon

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

MEETING DATE: February 19, 2020

ITEM NUMBER: 12

SUBJECT: Executive Session

RECOMMENDATION:

BACKGROUND SUMMARY:

At this time, the City Commission request an Executive Session to discuss proprietary information of a possible new development in Emporia.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____