

CITY COMMISSION MEETING

June 17, 2020 at 7:00 PM

CITY COMMISSION / MUNICIPAL COURT ROOM
518 MECHANIC, EMPORIA, KS

Agenda

Meeting Items

1. Members Present:
2. City Commission Reports and Comments
3. Consent Agenda
4. Public Comment
 - A. Proclamation Recognizing Skylar Beatty, Leon Bryson, Max Piper, and Caleb Schmid for Achieving the Rank of Eagle Scout.
5. Consider the Appointment of a City Commissioner & Staff Member to the Fire/EMS Task Force for Capital Improvement.
6. Consider Approval Ordinance and PUD Request for Storage at 2910 W. Hwy 50.
7. Request for a Public Hearing for SHPO Appeal of Property located at 713 Commercial Street.
8. Consider Acceptance for 2020 Small Cities Community Development Block Grant, CDBG-CV Grant.
9. Report from City Manager on Activities
10. Executive Session 1
11. Executive Session 2
12. Executive Session 3



**If you need accommodations due to a disability to participate in this event, meeting, or activity, or alternative format of written materials contact City of Emporia Jeff Lynch, ADA Coordinator at least 48 hours before the event at 620-343-4285 or jlynch@emporia-kansas.gov*

AGENDA ITEM SUMMARY

MEETING DATE: June 17, 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 May for the community:

1) Monthly Local Retail Sales Tax Receipts Update

	2019	2020	
	\$410,860.15	\$390,244.14	Decrease of \$20,616.01 for the month, and
YTD	\$ 2,011,138.41	\$ 2,024,337.86	Overall increase of 0.66% from year 2019

2) City Share from County Tax

	2019	2020	
	\$204,673.02	\$202,076.80	Decrease of \$2,596.22 for the month, and
YTD	\$ 992,285.90	\$ 1,036,884.07	Overall increase of 4.49% from year 2019

3) Building Permits issued from 5/1/2020 to 5/31/2020 for new construction, remodeling / repairs and demolition.

Total number of building permits issued through Code Services:	54
Total of valuations associated with those building permits:	\$ 620,786.00
Total number of dollars collected for Building Permit Fees:	\$ 10,693.38
Construct - single family dwellings	0
Demo - single family dwellings	0

Flint Hills Mall CID for May	\$ 13,866.43
Year to Date Total	\$ 79,568.30

ACTION RECORD

Action: _____

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

AGENDA ITEM SUMMARY

MEETING DATE: June 17, 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 Meeting held on June 3, 2020.
- b. Consider ratification of Payroll Ordinance for the period ending on June 5, 2020.
- c. Consider Change Order No. 1 for Peyton Street Waterline Project.
- d. Consider Change Order No. 1 for 2020 Sidewalk Improvement Project 19Pathg.

RECOMMENDATION:

- a. Approve Minutes
- b. Approve Payroll
- c. Approve Change Order
- d. Approve Change Order

BACKGROUND SUMMARY:

ACTION RECORD

Action: _____

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

AGENDA ITEM SUMMARY

MEETING DATE: June 17, 2020

ITEM NUMBER: 3c

SUBJECT: Consider Change Order No.1 for the Peyton Street Watermain Improvements Project No. WM1902.

RECOMMENDATION: Approve Change Order No. 1 for the Peyton Street Watermain Improvements Project No. WM1902 to replace the current Davis Bacon Highway wage rate with the Davis Bacon Highway Heavy Construction wage rate.

BACKGROUND SUMMARY:

The Davis Bacon Wage Rate Sheet will cover Heavy Construction Projects (including sewer and water construction). This document was a requirement of the KDHERF Loan program.

Attached is a copy of General Decision Number KS 2020021 dated 01/31/2020 for the State of Kansas, effective for the Counties of Lyon, Ottawa & Saline.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

"General Decision Number: KS20200021 01/31/2020

Superseded General Decision Number: KS20190021

State: Kansas

Construction Type: Heavy

Counties: Chase, Lyon, Ottawa and Saline Counties in Kansas.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/31/2020

ELEC0226-001 09/01/2019

	Rates	Fringes
ELECTRICIAN.....	\$ 31.35	17.79

* IRON0024-007 11/01/2019

	Rates	Fringes
IRONWORKER (REINFORCING AND STRUCTURAL).....	\$ 30.85	22.26

SUKS2014-006 07/09/2014

	Rates	Fringes
CARPENTER.....	\$ 17.00	1.94
CEMENT MASON/CONCRETE FINISHER...	\$ 13.67	0.00
LABORER: Common or General.....	\$ 13.03	0.00

LABORER: Pipelayer.....	\$ 14.13	1.30
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 18.67	3.85
OPERATOR: Bulldozer.....	\$ 16.75	0.00
OPERATOR: Crane.....	\$ 28.00	0.00
OPERATOR: Loader.....	\$ 16.17	0.00
OPERATOR: Scraper.....	\$ 15.68	0.00
PAINTER (Brush, Roller, and Spray).....	\$ 18.03	0.78
TRUCK DRIVER: Dump (Tandem) Truck.....	\$ 15.70	3.58

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

AGENDA ITEM SUMMARY

MEETING DATE: June 17, 2020

ITEM NUMBER: 3d

SUBJECT: Consider Change Order No.1 for the 2020 Sidewalk Improvements Project No. 19pathg.

RECOMMENDATION: Approve Change Order No. 1 for the 2020 Sidewalk Improvements Project No. 19pathg to reduce the original contract amount by \$2,508.10 for a final project total of \$80,199.90.

BACKGROUND SUMMARY:

Due to field changes during construction of this project, the original contract shall be reduced by \$2,508.10. With these changes in plan, the final construction contract with Emporia Construction and Remodeling will be lowered to \$80,199.90.

This 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.

Attached is a copy of Change in Plan No. 1 and Change Order line item explanations.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

CHANGE IN PLANS NO. 1
CONTRACT WITH EMPORIA CONSTRUCTION & REMODELING, INC.
CONSTRUCTION OF 2020 SIDEWALK IMPROVEMENTS PROJECT
PROJECT NO. 19Pathg

Date: June 8, 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 2020 Sidewalk Improvements Project No. 19Pathg

<u>QUANTITY</u>	<u>UNIT</u>	<u>ITEM & UNIT PRICE IN WORDS</u>	<u>UNIT PRICE IN FIGURES</u>	<u>TOTAL AMOUNT</u>
QUANTITIES ADDED:				
18.80	C.Y.	Common Excavation @ One Hundred Ninety Dollars (Unit Price in Words)	\$190.00	\$3,572.00
13.50	C.Y.	Embankment (Type B)(MR-90) @ Twenty One Dollars (Unit Price in Words)	\$21.00	\$283.50
84.00	L.F.	Curb & Gutter Combined (2'-6")(AE)(Remove & Replace) @ Fifty Four Dollars (Unit Price in Words)	\$54.00	\$4,536.00
34.44	S.Y.	Concrete Sidewalk (4" Plain) (AE) @ Sixty Dollars (Unit Price in Words)	\$60.00	\$2,066.40
Total Added:				\$10,457.90
QUANTITIES DELETED:				
1.00	M gal	Water (Grading)(Set Price) @ Six Dollars (Unit Price in Words)	\$6.00	\$6.00
69.00	S.Y.	Concrete Pavement (6" Reinf.)(Remove & Replace) @ One Hundred Fifty Dollars (Unit Price in Words)	\$150.00	\$10,350.00
200.00	L.F.	Temporary Slope Barrier (Silt Fence) @ Seventy Two Dollars (Unit Price in Words)	\$7.00	\$1,400.00
5.00	Ea.	Inlet Sediment Barrier @ Two Hundred Thirty Dollars (Unit Price in Words)	\$230.00	\$1,150.00
1.00	C.Y.	Sediment Removal (Set Price) @ Thirty Five Dollars (Unit Price in Words)	\$35.00	\$35.00

1.00	Hr.	Flagger (Set Price)	\$25.00	\$25.00
		@ Twenty Five Dollars		
		(Unit Price in Words)		

Total Deleted: **\$12,966.00**

TOTAL DELETED FROM PROJECT CONTRACT: **(\$2,508.10)**

AGREED TO BY: Emporia Construction & Remodeling, Inc.

BY: Paul Challenger
Paul Challenger, Owner

APPROVED BY: The City of Emporia, KS

BY: _____
Danny Giefer, Mayor

Date: _____

Attest: _____
Kerry Sull, City Clerk

2020 SIDEWALK IMPROVEMENTS

PROJECT NO. 19Pathg

CHANGE ORDER EXPLANATIONS

During construction of the 2020 Sidewalk Improvements project, changes and adjustment of quantities were made in the field which resulted in a decrease of the contract in the amount of \$2,508.10.

QUANTITIES ADDED:

1. Common Excavation –

This change represents an overrun of 18.80 C.Y. of Common Excavation. Resulting in an increase of \$3,572.00 to the contract. Due to the change in the plans of removing the two existing west Bluestem Farm & Ranch entrances on U.S-50 Hwy., additional excavation was required to remove the existing drives.

2. Embankment (Type B)(MR-90) –

This change represents an overrun of 13.50 C.Y. of Embankment (Type B)(MR-90). Resulting in an increase of \$283.50 to the contract. Due to the change in the plans of removing the two existing west Bluestem Farm & Ranch entrances on U.S-50 Hwy., additional embankment was required to backfill the areas that the pavement was removed.

3. Curb & Gutter combined (2'-6")(AE)(Remove & Replace) –

This change represents an overrun of 84.00 L.F. of Curb & Gutter combined (2'-6")(AE)(Remove & Replace). Resulting in an increase of \$4,536.00 to the contract. Due to the change in the plans of removing the two existing west Bluestem Farm & Ranch entrances on U.S-50 Hwy., additional 82' of Curb & Gutter removal and replacement was required to close off the drives at these locations. An additional 1' of curb & gutter removal and replacement was also needed at each Curb ramp located at stations 102+59 and 103+22.

4. Concrete Sidewalk (4" Plain)(AE) –

This change represents an overrun of 34.44 S.Y. of Concrete Sidewalk (4" Plain)(AE). Resulting in an increase of \$2,066.40 to the contract. Due to the change in the plans of removing the two existing west Bluestem Farm & Ranch entrances on U.S-50 Hwy., additional 4" plain sidewalk was required in place of the designed 6" Reinforced Sidewalk at these locations.

QUANTITIES DELETED:

1. Water (Grading)(Set Price) –

This change represents an underrun of 1.00 M Gal. of Water (Grading)(Set Price). Resulting in a decrease of \$6.00 to the contract. Due to the adequate moisture in the subgrade during excavation and embankment operations, addition of water was not required to obtain specified site compaction.

2. Concrete Pavement (6" Reinf.)(Remove & Replace) –

This change represents an underrun of 69.00 S.Y. of Concrete Pavement (6" Reinf.)(Remove & Replace). Resulting in a decrease of \$10,350.00 to the contract. Due to the change in the plans of removing the two existing west Bluestem Farm & Ranch entrances on U.S-50 Hwy., this line item was not required and was replaced with 4" plain sidewalk at these locations.

3. Temporary Slope Barrier (Silt Fence) –

This change represents an underrun of 200.00 L.F. of Temporary Slope Barrier (Silt Fence). Resulting in a decrease of \$1,400.00 to the contract. Due to having limited area disturbed at any one time and not observing locations experiencing erosion, this line item was not required during construction activities.

4. Inlet Sediment Barrier –

This change represents an underrun of 5.00 Ea. of Inlet Sediment Barrier. Resulting in a decrease of \$1,150.00 to the contract. Due to having limited area disturbed at any one time and not observing locations experiencing erosion, this line item was not required during construction to protect roadway inlets.

5. Sediment Removal (Set Price) –

This change represents an underrun of 1.00 C.Y. of Sediment Removal (Set Price). Resulting in a decrease of \$35.00 to the contract. Due to having limited area disturbed at any one time and not observing locations experiencing erosion, line items Temporary Slope Barrier and Inlet Sediment Barrier were not required which resulted in not needing any sediment removal during construction.

6. Flagger (Set Price) –

This change represents an underrun of 1.00 Hr. of Flagger (Set Price). Resulting in a decrease of \$25.00 to the contract. At no time during construction activities did the City nor the Contractor need the use of a flagger to properly control traffic. All work was completed behind and within a closed lane of traffic.

AGENDA ITEM SUMMARY

MEETING DATE: June 17, 2020

ITEM NUMBER: 4

SUBJECT: Public Comment

RECOMMENDATION:

BACKGROUND SUMMARY:

- Proclamation Recognizing Skylar Beatty, Leon Bryson, Thomas Halleran, Max Piper, and Caleb Schmidt for Achieving the Rank of Eagle Scout

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 _____

PROCLAMATION

WHEREAS, the conferring of an Eagle Scout is the highest rank advancement which can be bestowed upon a Scout; and

WHEREAS, such award is an earned award in which the recipient must perform and successfully complete the rigid requirements exacted to achieve an Eagle Scout Rank; and

WHEREAS, less than five percent of all registered Scouts actually achieve this goal; and

WHEREAS, the planning, development and leadership of an Eagle Service Project is a requirement in order to earn this prestigious rank. The City of Emporia is one of the organizations who has benefitted from these Service Projects; and

WHEREAS, the City would also like to acknowledge Skylar Beatty for his project at the Sodens Grove & Peter Pan Park Baseball Fields, Leon Bryson for his project at the First Christian Church, Thomas Halleran for his Flag Collection and Flag Retirement project, Max Piper for his project at Bethel Baptist Church and, Caleb Schmid for his project at Sacred Heart Church.

NOW, THEREFORE, BE IT RESOLVED that I, Danny Giefer, Mayor of the City of Emporia hereby thank Skylar, Leon, Thomas, Max, and Caleb for their work to improve our community and extend my congratulations to all of these young men for demonstrating the leadership towards achieving the rank of

“Eagle Scout”

On this 17th Day of June 2020

ATTEST:

Danny Giefer, Mayor

Kerry Sull, City Clerk

AGENDA ITEM SUMMARY

MEETING DATE: June 17, 2020

ITEM NUMBER: 5

SUBJECT: Consider the appointment of a City Commissioner and City Staff person to the Fire/Emergency Medical Service Task Force for Capital Improvements.

RECOMMENDATION: Appoint a City Commissioner and City Staff person to the committee.

BACKGROUND SUMMARY:

At the June 10th City Commission study session, it was recommended a task force be created to study capital improvement needs to the Emporia/Lyon County Fire Department and Emergency Medical Service. It was also recommended that an elected official from the City of Emporia and Lyon County be appointed to the task force along with a staff person from each entity.

Other possible members for the Task Force could include additional Fire/EMS staff, a representative from a Rural Fire District and the Emergency Communication Center. Upon establishing of the Task Force, we can develop a list of names for possible appointments to the Task Force if the City Commission so desires.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

AGENDA ITEM SUMMARY

MEETING DATE: June 17, 2020

ITEM NUMBER: 6

SUBJECT: An ordinance and application for Preliminary Planned Unit Development at 2910 W. Hwy 50.

BACKGROUND SUMMARY:

The applicant is requesting a Planned Unit Development to allow for standalone onsite storage units made from cargo storage containers as well as inside climate-controlled storage at 2910 W. Hwy 50.

The plan is requesting the use of cargo storage containers, double stacked, to be used as storage units to the north and northwest of the existing building. The applicant will use the existing building for climate-controlled storage. The Planned Unit Developed replaces the need for a Conditional Use Permit or Rezoning to allow for storage units. Cargo containers are allowed outright in Commercial and Industrial Districts. The applicant desires to make these units attractive and will meet all zoning and building code requirements.

The Planning Commission recommended approval of the rezoning application 7-0. There were no objections from neighboring property owners or the general public.

RECOMMENDATION:

Seeking approval of the applications for future development.

ACTION:

You may 1) approve the recommendation of the Planning Commission by a majority vote; 2) override the Planning Commission's recommendation by a 2/3 majority vote of the entire City Commission; 3) table the request; or 4) return the application to the Planning Commission, giving reasons for doing so.

ATTACHMENTS:

Planning Commission Minutes Excerpt, Map, Site Plan

The Planning Commission met in a regular session on Tuesday, May 19, 2020 with Chairman Thomas presiding. Members Bucklinger, Duncan, Garrett, Just, Sauder and Williams were present. Members Springeman and Moore were absent. (This meeting was held via Zoom and on Facebook Live, due to the restrictions in place because of Covid19.)

APPLICATION 2020-06. A request of Scott Strahm for approval of a Preliminary Planned Unit Development Application for property on and associated with the address of 2910 W. Hwy 50 and, as authorized by Article 16 of the Zoning Regulations.

Staff confirmed jurisdiction over this application.

No exparte communication was declared.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

STAFF REPORT:

LEGAL DESCRIPTION: LOTS 13, 14, AND 28 IN LESTER MATLOCK'S 1ST ADDITION TO THE CITY OF EMPORIA, LYON COUNTY, KANSAS, ACCORDING TO THE RECORDED PLAT THEREOF.

RECOMMENDATION: Staff recommends approval of the Preliminary PUD request as it is consistent with the ELC Comprehensive Plan for infill development.

PUBLIC HEARING:

This is a request for consideration of a Planned Unit Development located on approximately 2.1 acres. The PUD will consist of both indoor climate control storage units, as well as outdoor 2 story storage units, north of the existing property. The PUD will be developed as one large tract.

A PUD is a zoning tool that combines the platting process with the land use amendment process. PUD's are designed to join residential, commercial and industrial development into urban locations while protecting existing neighborhoods. Article 16 states it better as, "...to encourage the expansion of urban areas incorporating the best features of modern design while conserving the value of the land; and to provide a procedure which relates the type, design and layout of development to the particular site and the particular demand at the time of development in a manner consistent with the preservation of property values within established neighborhoods".

The PUD district is an overlay zone, which means the zoning currently at the time of an approved PUD will remain, but the additional uses and developments provided in the PUD will be permitted. In this case, the current C-3 Zoning will continue with the land, but a Conditional Use Permit would not be required for the allowance of the storage units.

There are two phases to the PUD, which would be the preliminary phase and the final phase. This application is for approval of the preliminary phase. This portion of the PUD is normally where the public hearing portion is conducted but Mr. Foster requested the Board to consider, if the application is approved, to also allow a public hearing portion for the final phase of the PUD.

The Technical Review Team met May 7, 2020 and discussed the project. At that time, there were no immediate concerns regarding the Engineering, Building Code Services, Fire Department, Community Development, City Management or Planning and Zoning. Engineering did have questions regarding to access and parking but there will be requirements for storm water runoff due to the size of this project and the current infrastructure. The Building Code Services department had not seen a completed set of plans but that does not have much bearing on this application. City Management voiced concern, if this would impact the adjacent neighborhood. As this is the preliminary step, there may need to be modifications made.

The applicant and the project architect had met with City departments previously and discussed the plans at a DRT Meeting in early 2020.

Items concerning lighting, landscaping, and fencing requirement can be solidified for the final PUD, if needed.

Staff has reviewed the PUD and has found it to be compliant with Article 16, Section 16-5 of the Zoning Regulations. Other consideration for the PUD can be reviewed in Article 26, Section 26-108, "Factors to be considered in a rezoning", found in the Zoning Regulations. Staff recommends approval.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

Mr. Foster explained, he notices were sent by mail and had been contacted by a property owner inquiring about the application. Following the conversation, he mailed information to the interested property owner, but he did not receive any other feedback.

Member Bucklinger asked, what type of requirements will there be for screening, etc. Mr. Foster replied, screening is always required between a commercial and residential use. Furthermore, he thought there was a fence already in place.

With no further discussion, the Public Hearing was opened.

Scott Strahm, 1554 Road 175, addressed the board. Mr. Strahm spoke of the project being in 3 phases. The first phase would consist of putting climate-controlled storage within the existing building. The second phase would consist of the container concept, directly north of the building (west side of Scott St.). The third phase, which would include the lot on the east side of Scott St., probably won't be happening.

Mr. Strahm spoke of an example of the container concept being used in Wichita for different types of applications. He felt the design by Evergreen Design/Build is very attractive and will enhance the neighborhood.

Member Williams asked about the design of the container units. Mr. Strahm described the units to have 3-foot roll-up doors with 4 units per container. They will be 2 units high.

Member Duncan inquired if the containers would be visually appealing. Mr. Strahm replied, if it doesn't look nice, it's not an asset to him. The containers will be painted so they match the existing building as well as good lightening and security cameras.

Mr. Foster asked if there is a time frame for the project. Mr. Strahm stated, he would like start with the climate-controlled units in the existing building, once approval is given. He would be able to do the containers also.

Mr. Foster explained, the cargo units are not allowed in residential zones but are allowed in commercial and industrial zones as an outright use.

This is a preliminary stage and it will be required to come back to the Planning Commission for their final approval.

With no further discussion, the Public Hearing was closed.

Member Bucklinger asked, what is the timeline and process for the PUD. Mr. Foster explained that this is a 2-step process. The Planning Commission will review the plans and if they approve, the applicant has 18 months to use those plans. If they change the approved plans substantially, they will need to go before the Planning Commission again.

Member Thomas explained, the action of the board at this meeting is to recommend approval, not recommend approval or recommend with amendments, conditions or restrictions.

Member Duncan moved to approve Appliance 2020-06, for a Preliminary Planned Unit Development application for property on and associated with the address of 2910 W. Hwy 50 based on Staff's approval. Member Sauder seconded. Members voiced their vote. Member Bucklinger – Aye, Member Sauder – Aye, Member Thomas – Aye, Member Williams – Aye, Member Duncan – Aye, Member Just – Aye, Member Garrett – Aye. The motion was approved 7-0.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

Mr. Strahm spoke of his desire to move forward with the final PUD and to bring it back before the Planning Commission Board.

AERIAL/ZONING MAP:

IMAGE 1: AERIAL MAP SHOWING LOCATION OF THE PROPOSED PUD IN BLUE



ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

AGENDA ITEM SUMMARY

EXAMPLE OF SIMILAR STORAGE UNITS:



ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE PRELIMINARY PLANNED UNIT DEVELOPMENT AMENDING THE DISTRICT ZONING MAP TO DESIGNATE A CERTAIN AREA IN THE CITY OF EMPORIA, KANSAS AS A PLANNED UNIT DEVELOPMENT.

BE IT ORDAINED by the Governing Body of the City of Emporia, Kansas:

Section 1. That a preliminary Planned Unit Development (hereinafter "PUD") is hereby approved for the following legally described property:

LOTS 13, 14, AND 28 IN LESTER MATLOCK'S 1ST ADDITION TO THE CITY OF EMPORIA, LYON COUNTY, KANSAS, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 2. This ordinance shall become effective upon publication in the official city newspaper.

PASSED AND APPROVED this 17th Day of June 2020.

DANNY GIEFER, Mayor

ATTEST:

KERRY SULL, City Clerk

AGENDA ITEM SUMMARY

MEETING DATE: June 17, 2020

ITEM NUMBER: 7

SUBJECT:

A request by Evergreen Design Group and Mark Schreiber to hold a public hearing to appeal the State of Kansas Historic Preservation Office for the property located at 713 N. Commercial Street.

PUBLIC HEARING:

State statute K.S.A. 75-2724 gives the governing body the authority to reaffirm or overrule the decision of the Kansas State Historical Society. The statute states the project cannot proceed until the local governing body has determined, based on a consideration of all relevant factors, that there are no feasible and prudent alternatives to the proposal, and the project includes all possible planning to minimize harm to the historic property.

BACKGROUND SUMMARY:

Evergreen Design Group and Mark Schreiber are requesting an appeal to override the State of Kansas Historic Preservation Office recommendation to keep the existing windows on the building located at 713 Commercial Street. The applicant is proposing installing new windows and making and façade updates. The building is located within the City of Emporia's Downtown Historic District; as such any permits issued will be reviewed by the State Historic Preservation Office (SHPO). The SHPO office recommends not removing the windows of the historic contributing building.

This item was discussed at the June 10th, 2020 Study Session. City staff presented information regarding the proposed plans at this property. If the Commission overrides SHPO's recommendation, then the applicant will be issued a permit to install the new windows.

The Commission must find that there are no feasible alternatives to replacement to override SHPO's recommendation.

A motion may be made to reaffirm or overrule the decision of the Kansas State Historical Society for the property of 713 Commercial St.

ATTACHMENTS:

Letter from the Kansas State Historical Society, Staff Memo, Photos, Plans

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____



6425 SW 6th Avenue
Topeka KS 66615

phone: 785-272-8681
fax: 785-272-8682
kshs.culturalresources@ks.gov

Laura Kelly, Governor
Jennie Chinn, Executive Director

KSR&C# 20-04-143
May 14, 2020

Joe Foster, MRCP
Planning and Zoning Department
City of Emporia
Via Email

RE: Façade Alterations, 713 N Commercial, Emporia Downtown Historic District – Lyon County

We have reviewed the materials received on April 23, 2020 regarding the above-referenced project in accordance with the state preservation statute K.S.A. 75-2724. The law requires the State Historic Preservation Officer (SHPO) be given the opportunity to comment on proposed projects affecting historic properties or districts. Properties listed in the National Register of Historic Places and/or the Register of Kansas Places are subject to review. The SHPO is charged with determining whether or not projects will “damage or destroy” historic resources.

The proposed project will alter the façade of 713 N Commercial, a contributing resource to the Emporia Downtown Historic District. The SHPO has reviewed the proposed project following the Secretary of the Interior’s *Standards for the Treatment of Historic Properties. Standards for Rehabilitation* #2 says, “The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.” The proposed plans to obscure the existing transom with plywood will alter a character-defying feature of the historic property. The submitted plans also show a proposal to replace the second story windows. *Standard* #6 states that “deteriorated historic features will be repaired rather than replaced.” Based on previous photos submitted of the existing second story windows, the current windows are not beyond repair, and therefore their replacement would not meet the Standards. Because of these proposals, we have determined that this project will damage the Emporia Downtown Historic District.

It should also be noted that there is an open state rehabilitation tax credit application on file for this property. That application was approved in 2018, but the proposed work items were different than what is proposed now. If the property owners would like to change the proposed plans to be in line with the *Standards for Rehabilitation*, they would be eligible for a state income tax credit equal to 25% of project costs. If the project proceeds as submitted, this work will jeopardize the entirety of the tax credit open tax credit application.

If after investigation and a public hearing the Emporia City Commission finds no alternatives to the project as proposed and verifies that all planning has been done to minimize harm to this building and its neighbors, the city is then required to give five days’ notice of such determination to the SHPO before issuing the permit for work. This notice should include a written copy of the minutes of the meeting where the project was discussed, and a copy of all relevant written information upon which the city commission

based its decision. The statute allows anyone aggrieved by the governing body's determination to file suit and have the issue decided in the courts.

In advance of the investigation and hearing, please review the Kansas Preservation Act regulations K.A.R. 118-3-1 through 118-3-16, especially the definitions in 118-3-1:

(i) "Program includes all possible planning" means that the written evidence and materials submitted by a governmental entity to the state historic preservation officer clearly identify all alternative solutions that have been investigated, compare the differences among the alternative solutions and their effects, and describe mitigation measures proposed by the project proponent that address an adverse effect determination of the state historic preservation officer.

(j) "Relevant factors" means pertinent information submitted by project proponents or project opponents in written form, including evidence supporting their positions. (Authorized by K.S.A. 75-2721(b); implementing K.S.A. 75-2724; effective, T-118-5-1-98, May 1, 1998; effective Oct. 23, 1998.)

Thank you for giving us the opportunity to comment on this proposal. Please submit any comments or questions regarding this review to Lauren Jones at 785-272-8681 ext. 225 or lauren.jones@ks.gov.

Sincerely,

Jennie Chinn
State Historic Preservation Officer

A handwritten signature in black ink, reading "Patrick Zollner". The signature is written in a cursive, flowing style.

Patrick Zollner
Director, Cultural Resources Division
Deputy State Historic Preservation Office

ZONING DEPARTMENT

MEMO

TO: City Commission
FROM: Joe Foster
RE: SHPO Appeal: 713 Commercial
DATE: June 6, 2020

Evergreen Design Group and Mark Schreiber are requesting an appeal to override the State of Kansas Historic Preservation Office decision regarding the proposed changes that would remove the existing second-story windows and transom windows with the replacement of new windows at 713 Commercial Street.

The building is located within the City of Emporia's Downtown Historic District; as such any permits issued will be reviewed by the State Historic Preservation Office (SHPO). SHPO recommends the current windows are not beyond repair, and therefore their replacement would not meet the Secretary of the Interior's *Standards for the Treatment of Historic Properties*.

Previous plans submitted in 2017 were approved by SHPO and tax credits were going to be pursued. However, these plans have changed and the applicant creating an SHPO review of the new plans, the applicant is now not pursuing tax credits on this project.

The Commission will need to have a public hearing and verify that an effort has been made to minimize the harm to this building and its neighbors if the request is approved. In the past applicants, have presented clear and precise findings to help determine that all options have been explored. The Commission must find that there are no feasible alternatives to the replacement to override SHPO's recommendation.

If this appeal is approved by the City Commission, the applicant could replace the existing windows to match the surrounding buildings. A public hearing will be scheduled City Commission Meeting for the near future.

Respectfully,

Joe Foster
Zoning Department

ZONING DEPARTMENT

Location: 713 Commercial Street: Outlined in Blue

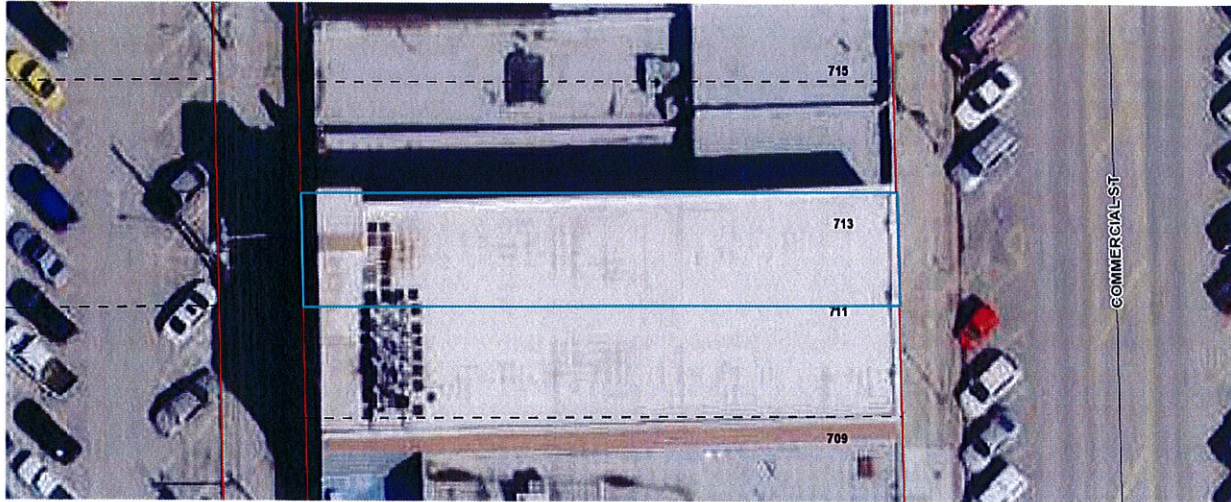
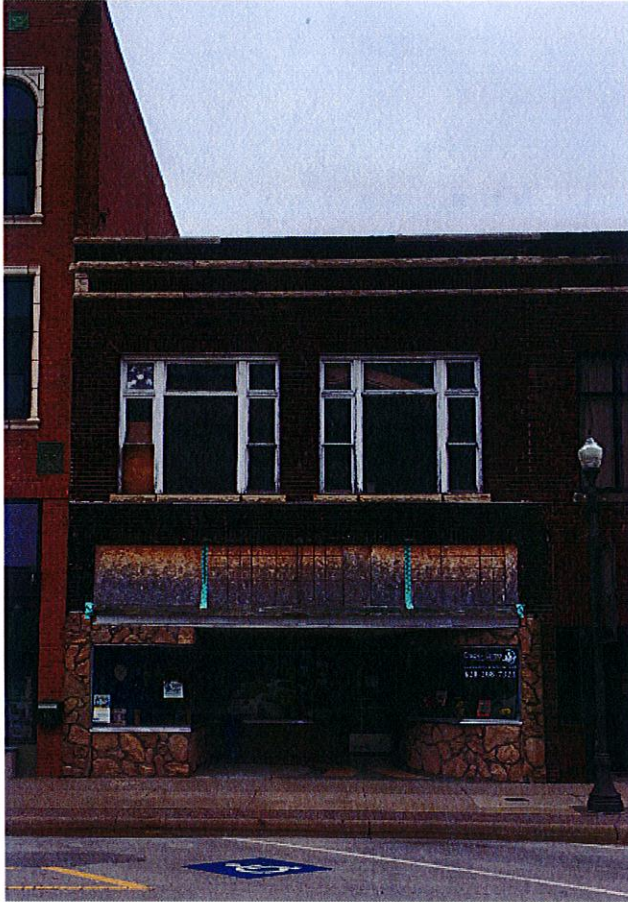


Photo: 713 Commercial Street Exterior

ZONING DEPARTMENT





PLANNING AND ZONING DEPARTMENT
522 Mechanic Street
Emporia, KS 66801
Phone: 620-343-4268
Fax: 620-343-4262

SHPO Historic Appeal Application

Date Submitted 5/19/2020

*Attach a site plan map (2), drawn to scale, showing property lines, roads, driveways, existing and proposed structures, parking stalls, landscaping, fences, and other topographical features, if applicable.

	Name	Address	Phone
Applicant	EVERGREEN DESIGN-BUILD	813 GRAMM ST EMPORIA KS 66801	620-342-6622
Owner	MARK SCHREIBER	713 COMMERCIAL EMPORIA KS 66801	785-230-0897

Other Owners and Officers (corporate applications only)

Request:

Address of the property: 713 COMMERCIAL

Is the property within the City limits? Yes ☒ No ☐ Current Zoning District: _____

Comments from SHPO for denying the application: REQUESTS REPAIR TRANSOM GLASS & FACADE WINDOWS.

Describe the Physical Characteristics of the property: DOWNTOWN 2 STORY BUILDING THAT REQUIRES UPKEEP TO KEEP FROM DETERIORATING IN ITS CURRENT CONDITION

Describe why you are seeking an Appeal: REQUEST TO INSTALL ALUMINUM STOREFRONT GLASS ON 2ND STORY FACADE SIMILAR TO MATCHING ADJACENT BUILDING (715 COMMERCIAL). STOREFRONT FRAMES TO BE BRONZE. CHANGES WILL REDUCE MAINTENANCE & INCREASE ENERGY EFFICIENCY.
CANOPY TO BE SIMILAR TO RECENTLY INSTALLED COMMERCIAL ST. CANOPIES.

Have all prudent and feasible alternatives been explored? Describe, or provide documentation to support this:
YES, ORIGINALLY LOOKED AT COST TO RESTORE EXISTING GLASS, AND IT WAS PROHIBITIVE.
CONDITION OF TRANSOM GLASS & STRUCTURAL REPAIRS REQUIRED IS ALSO PROHIBITIVE.

Attach or provide legal description of the property (if possible):

Explain how the proposed use would comply with each of the following items:

1.) Complies with all applicable provisions of zoning, including intensity of use regulations, yard regulations, and use regulations: N/C.

2.) Use will contribute to and promote the welfare or convenience of the public: IT WILL LOOK BETTER THAN CURRENT CONDITION & BE MUCH SAFER.

3.) Will not cause substantial injury to the value of other property: WILL IMPROVE VALUE & VALUE OF ADJACENT DOWNTOWN PROPERTIES.

4.) Location and nature of the site will not dominate the neighborhood: NO, WILL BLEND IN.

5.) Parking and/or loading area meet requirements and are screened or located so as to protect adjoining residential use: NO CHANGE

6.) Adequate utility, drainage, and other facilities are provided: NO CHANGE.

7.) Adequate roads and drives are provided so as to minimize traffic hazards and congestion: NO CHANGE.

List any non-conformities which exist on the property: NO.

By signing this application, I certify that all of the information I have provided is true and correct. I understand that additional information may be needed, or additional fees may be incurred during the rezoning application process. I understand and agree that it will be my responsibility to provide any additional information requested and to pay any additional fees incurred.

John Miller

Applicants Signature

5/19/2020

Date

Mark Schreiber

Owners Signature

5/19/2020

Date

FOR OFFICE USE ONLY		
Fee	Date Paid	Receipt no.
\$0		

Application No. _____

Hearing Date: _____

PUBLIC NOTICE

Due to social distancing and the prohibition of gatherings of a limited number of people to mitigate the spread of COVID-19, physical access to the meeting could be limited.

In accordance with Kansas Open Meeting Act (KOMA) the meeting can be viewed on Facebook Live, joined via phone, or in person at the determined location. Please contact Joe Foster at 620-343-4268 for additional information. Written comments can also be submitted to jfoster@emporia-kansas.gov or mailed to the City of Emporia, Planning and Zoning Office, 521 Market Street, Box 983, Emporia, KS 66801

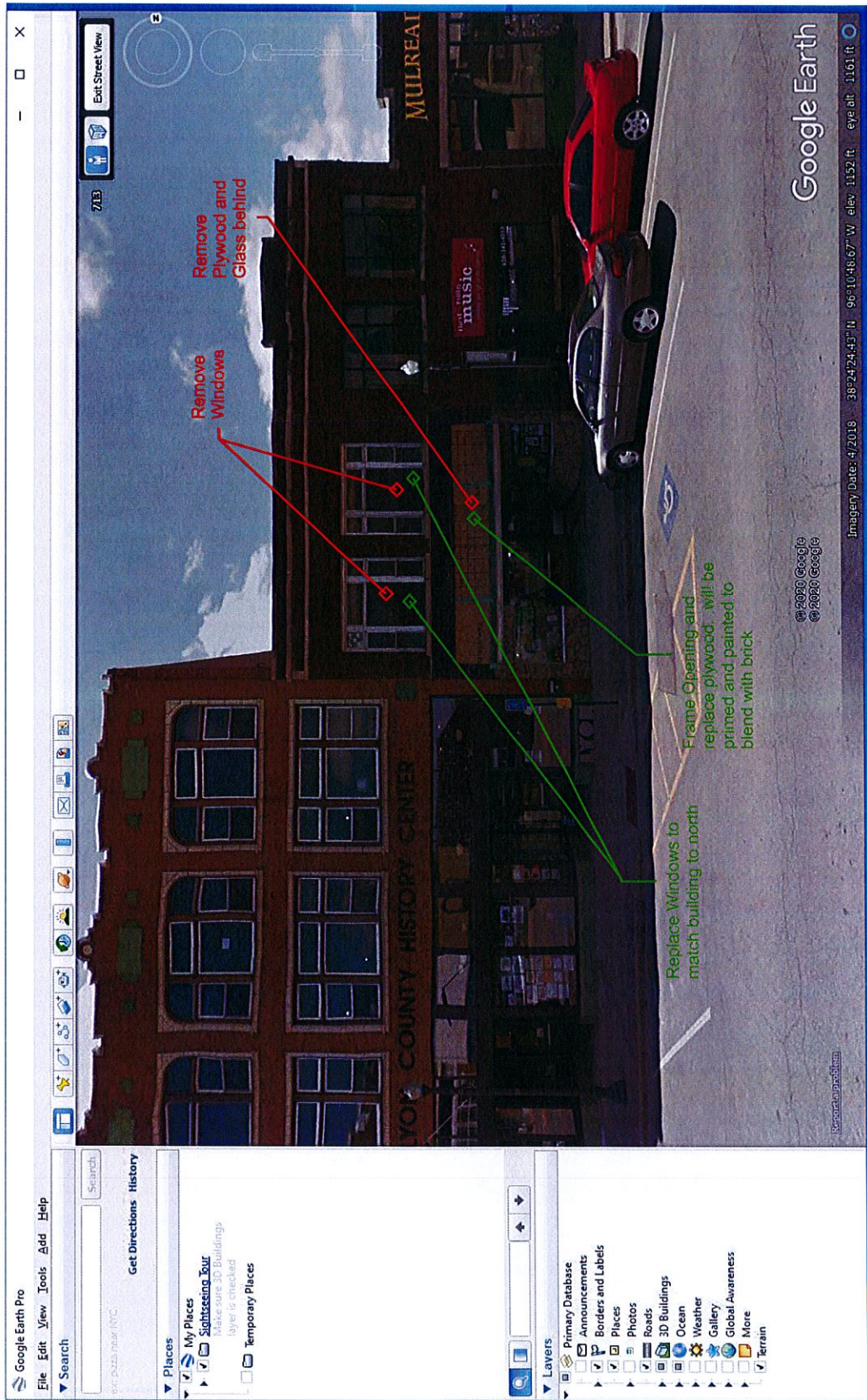
The City Commission of the City of Emporia, Kansas will hold a Public Hearing on Wednesday, June 17, 2020 at 7 p.m. in the Municipal Court Room located in the Civic Building at 516 Mechanic Street, Emporia, Kansas, for the purpose of considering a request of to appeal the State Historic Preservation Office recommendation for 713 Commercial Street.

The applicant is proposing changes to the building that has been determined by the Kansas State Historical Preservation Officer to be incompatible with that of the historical district. Pursuant to K.S.A. 75-2724(a)(1), the City Governing Body will be considering whether to allow the proposed project upon a determination based on a consideration of all relevant factors, that there is no feasible and prudent alternative to the proposal and that the project includes all possible planning to minimize harm to such historic property resulting from such use.

All interested persons are invited to attend and express their views. Contact the City Zoning Office at 343-4265 for additional information.







AGENDA ITEM SUMMARY

MEETING DATE: June 17, 2020

ITEM NUMBER: 8

SUBJECT: Consider the acceptance of a 2020 Small Cities Community Development Block Grant, CDBG-CV Grant, in the amount of \$167,000.00.

RECOMMENDATION: Authorize the acceptance of the 2020 Small Cities Community Development Block Grant, CDBG-CV Grant, the amount of \$167,000.00 and authorize the Mayor to sign the appropriate documents and agreements.

BACKGROUND SUMMARY:

The City of Emporia was recently awarded a CDBG-CV grant in the amount of \$167,000.00. The grant award specifies \$132,000.00 will be used from Economic Development / Micro Loan grants and \$35,000.00 will be used for Meals Programs. Please find attached the following:

1. A letter announcing the grant award.
2. Grant Agreement No. 20-CV-019 between the City of Emporia and the State of Kansas.
3. The budget for grant Agreement N. 20-CV-019.
4. A copy of the Emergency Response – CDBG Application.
5. The Employee Certification Form.
6. The Close-out Certificate for Businesses.

A member of City staff will provide an update at the meeting on information from a webinar held on June 11, 2020.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

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



Phone: (785) 296-5298
Fax: (785) 296-3490
TTY: 711
KansasCommerce.gov

David C. Toland, Secretary

Laura Kelly, Governor

June 4, 2020

The Honorable Danny Geifer
Mayor, City of Emporia
111 E. 6th Avenue
Emporia, KS 66801-0166

Re: Grant No. 20-CV-019

Dear Mayor Geifer:

Congratulations on being selected to receive a 2020 Small Cities Community Development Block Grant, CDBG-CV grant, in the amount of \$167,000, which will fund your community's CARES Act project(s).

In order to make firm the commitments provided in the application the item(s) listed below must be resolved within 30 days of the award date of June 2, 2020.

Please sign the corrected Determination of Level of Review and submit with your contract.

Until Commerce has approved the recipient's request for release of funds and environmental certification for economic development funds, neither the recipient nor any participant in the development process, including public or private nonprofit or for-profit entities, may commit HUD assistance to the project or a project activity.

You are reminded that, should a contract not be made with the state, any cost incurred toward the project would be borne by the recipient.

Contracting between the City/County and the State must occur within 30 days of the award date of June 2, 2020. The contract beginning date of this award is June 15, 2020. All CDBG-CV funds must be expended within one year of the contract start date of June 15, 2020. Failure to meet this deadline may result in withdrawal of this grant.

The Department looks forward to assisting you in the implementation of the project. If you have any questions on the contracting process or are in need of technical assistance, please contact Ginny Eardley of the CDBG staff at (785) 296-3610.

Sincerely,

Kayla Savage
Community Development Director

KS:LH:cav
Enclosure: Contracts

STATE OF KANSAS
GRANT AGREEMENT NO. 20-CV-019
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 (incorporated by reference as Attachment C, a copy of which shall be maintained and available in the Department's files) and the GRANTEE HANDBOOK (which is incorporated by reference as Attachment D).

II. Authority

- A. This Agreement is financed in part through a grant provided to the Department by the United States Department of Housing and Urban Development (HUD) under Title I of the Federal Housing and Community Development Act of 1974, as amended (42 USC 5301 et. seq.), hereinafter called "the Federal Act." As provided in the Federal Act, the State of Kansas, through the Department, has elected to administer the federal program of Small Cities Community Development Block Grants.
- B. Funding for this Agreement was made available through the Coronavirus Aid, Relief and Economic Security Act (CARES Act)(Public Law 116-136) for grants to prevent, prepare for, and respond to coronavirus (CDBG-CV grants).
- C. The Department, in accordance with the provisions of K.S.A. 74-5001 et. seq., hereinafter called "the State Act," has approved the application of the Grantee and awarded funds for the purpose of supporting the Grantee's Community Development Coronavirus Response Program.
- D. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.
- E. Federal Program – Community Development Block Grant Cluster (CDBG) (CFDA No. 14.228).

III. Description of Activities

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

IV. Period of Performance

The period of performance for all activities assisted by this Agreement shall commence on **JUNE 15, 2020**, hereinafter called the "Commencement Date," and shall be complete on **JUNE 15, 2021**, hereinafter called the "Completion Date," except those activities required for close-out and final audit.

V. Compensation

- A. In consideration of the Grantee's satisfactory performance of the work required under this Agreement and the Grantee's compliance with the terms of this Agreement, the Department shall provide the Grantee the total sum of **\$167,000** 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 **\$15,000** in other sources of funds to this Community Development Coronavirus Response Program and such funds shall be used by the Grantee in accordance with the Activities and budget on the APPROVED PROJECT APPLICATION.
- C. It is expressly understood and agreed that in no event will the total program funds provided by the Department exceed the sum of **\$167,000**. Any additional funds required to complete the program activities set forth in this Agreement will be the sole responsibility of the Grantee, and not the responsibility of the Department.

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

VI. Indemnification

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

VII. Obligations of Grantee

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

VIII. Environmental Review Compliance

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

IX. Program Costs

- A. The Grantee may only incur such costs as are reasonable and necessary to the Grantee's Program and as are allowable under the Department's Procedures (2 CFR Part 200). Cost items not specifically authorized may only be incurred after written approval by the Department.
- B. Cash and in-kind contributions made by the Grantee shall follow the criteria established by the Department's Procedures.

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

X. Requisition of Grant Funds

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

XI. Depositories for Program Funds

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

XII. Financial Management

- A. Grantees shall establish and maintain a system which assures effective control over and accountability for all funds, property and other assets used in the Community Development Coronavirus Response Program.
- B. Grantees shall either adopt the system recommended by the Department or certify to the Department, in writing, prior to making the first requisition of funds that the alternative system proposed for use shall meet the following standards:
 - 1. Maintenance of separate accounting records and source documentation for the Community Development Coronavirus Response Program;
 - 2. Provision for accurate, current and complete disclosure of the financial status of the Program;
 - 3. Establishment of records of budgets and expenditures for each approved activity;
 - 4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;
 - 5. Provision of financial status reports in the form specified by the Department;
 - 6. Compliance with the Department's audit requirements (2 CFR Part 200); and
 - 7. Consistency with generally accepted accounting principles as specified by the Kansas Department of Administration, unless a waiver of GAAP has been received by the Grantee from the Kansas Director of Accounts and Reports.

XIII. Monitoring and Reporting

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

XIV. Procurement Procedures

- A. The Grantee shall use established procurement procedures which reflect applicable State and local laws and regulations and the Department's Procedures for the establishment of procurement systems.
- B. These standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered into support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.

XV. Bonding Requirements

- A. When administering federal grants and subgrants, a Grantee may follow its own requirements and practices with respect to: (1) bonding of employees and contractors, and (2) insurance. Federal grantor agencies are not permitted to impose requirements beyond those listed below. The government-wide grants management common rule, "Uniform Administrative Requirements for Grants to State and Local Governments," contains bonding requirements only for circumstances when a grantee contracts for construction or facility improvement (including alteration and renovation) and the bids and contracts exceed \$25,000. The following types of bonds are required in the "Procurement" section of the common rule:

- A 100 percent “performance bond” on the part of the contractor to secure fulfillment of all the contractor’s obligations under the contract; and
 - A 100 percent “payment bond” on the part of the contractor to assure payment, as required by law, of all persons supplying labor and materials as part of work provided under the contract.
- B. The Department reserves the right to promulgate and enforce bonding procedures and requirements applicable to any project.
- C. All bonds shall be procured from a surety company registered and licensed to do business in the State of Kansas and countersigned by its Kansas resident agent.

XVI. Program Income

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

XVII. Program Close-out Procedures

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

XVIII. Termination for Convenience

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

XIX. Suspension or Termination-for-Cause

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

XX. Audit Requirements

- A. The Grantee shall arrange for the performance of annual financial/compliance audits of the grant project. All audits must be performed by an independent qualified auditor. The audit period is identical with the Grantee's regular fiscal year. The audit(s) will be conducted in accordance with the requirements set forth in the audit section of the Kansas CDBG Handbook, which are based on 2 CFR Part 200.
 - 1. If the local government expends \$750,000 or more of Federal grant assistance from all programs, it must have an annual audit performed in accordance with 2 CFR Part 200. An audit is a financial and compliance audit that covers the entire operations of the local government, rather than being limited to the CDBG project or other Federal grants.
 - 2. If the local government expends less than \$750,000 in a fiscal year, it will be the option of the Department of Commerce to determine if a project specific audit will be required. If such audit is required, it will be procured and paid for by the Department.
 - 3. Grantee's will be required to submit the "audit information form" to the Department of Commerce each fiscal year. This form must be submitted to the Department by or before May 15th of each fiscal year.
- B. Grantees are required to submit one copy of a fiscal year audit report covering the program. The audit reports shall be sent within 30 days after the completion of the audit, but no later than the nine months after the end of the audit period unless agreed to by the Department.
- C. If any expenditures are disallowed as a result of the Final Audit Report, the obligation for reimbursement to the Kansas Small Cities Community Development Block Grant Program shall rest with the Grantee.

XXI. Retention of and Access to Records

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

XXII. Conflict of Interest

- A. In the procurement of supplies, equipment, construction and services by Grantees and subgrantees, the conflict of interest provisions of the Kansas Department of Commerce as provided at 2 CFR Part 200 shall apply.
- B. No member of the Governing Body, officer or employee of the Grantee, or its designees or agents, or any other person who exercises any functions or responsibilities with respect to the program assisted by this Agreement during his tenure or for one year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the program.
- C. The Grantee shall incorporate, or cause to be incorporated, in all third party agreements, a provision prohibiting such interest pursuant to the purpose of this Section.
- D. The Grantee shall not employ, nor shall permit any third party to employ any employee of the Department.

XXIII. Equal Opportunity

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

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

XXIV. Waiver of Enforcement

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

XXV. Reversion of Assets

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

XXVI. Budget Amendments and Other Changes

- A. During the implementation of the grant project, the Grantee may revise the CDBG activities amounts in the CONTRACT PROJECT BUDGET FORM; provided that:
 - 1. The cumulative effect of the revision is to not make line item budget transfers which exceed ten percent of the total grant or \$10,000 cumulative of CDBG monies, whichever is less.
 - 2. The change does not increase any professional services of the CDBG approved budget;
 - 3. The change will not significantly change the scope, location or objectives of the approved activities; and
 - 4. The change does not add or eliminate any activity.
- B. Any such changes to this Agreement shall constitute an amendment, including time extension of the completion date.

C. The Grantee shall notify the Department if, through the use of other funds, there is an intention to expand, enhance or add to the scope of the program covered by the Agreement, or there is a proposal to undertake activities that will have an impact upon the buildings, areas or activities of this program. The Department reserves the right to require an amendment to this Agreement if such is deemed necessary.

D. Amendments to the terms and conditions of this Agreement shall not become effective unless reduced to writing, applicable standard forms submitted in duplicate, passed by Resolution of the governing body, and signed by the duly authorized representative of the Grantee, and signed by the Department.

E. **I hereby certify that I have knowledge of all activities in the above-referenced grant. I also certify that I am aware that the regulations of the CDBG program prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the conduct of official business. By accepting the above-referenced grant award, I certify that no portion of the above grant award violates this regulation.**

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

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

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

STATE OF KANSAS
DEPARTMENT OF COMMERCE

By: _____
CDBG Program
Kansas Department of Commerce

By: _____
Notary Public, State of Kansas

City of 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 **JUNE 2, 2020**.
2. As provided in Section XIII., Monitoring and Reporting, B., the Grantee shall submit Quarterly Progress Reports to the Department. The reporting periods consist of January/February/March, April/May/June, July/August/September and October/November/December. Quarterly Progress Reports are to be submitted to the Department on or before ten (10) days after the end of each quarter. A Quarterly Progress Report shall be submitted for each quarter, or portion thereof, during the Period of Performance as provided in Section IV. Any extension of time approved by the Department will require additional Quarterly Progress and Financial Reports to be submitted in accordance with the above-referenced schedule.
3. As provided in Section IV., Period of Performance, all activities assisted by this Agreement shall be completed on **JUNE 15, 2021** except for those activities required to close out the program, such as the Final Program Report and the Final Audit Report.
4. As provided in Section XIII., Monitoring and Reporting, C., the Grantee shall submit a Final Program Report to the Department on or before **SEPTEMBER 14, 2021**.
5. The Grantee shall not use funds that have been granted by HUD under the Federal Act, or which may have been accrued as a consequence of activities supported with such grant funds (program income), in whole or in part for the support of the Activities covered by this Grant Agreement without first having secured the express written approval of HUD.
6. The Grantee shall be permitted to satisfy the program audit requirements of Section XX., Audit Requirements, by conducting a single municipal government-wide financial audit at the time of an annual audit provided for by Kansas law. Said audit will be completed on or before September 30 of each year the grant is open and one year after the grant is closed. Grantees receiving federal assistance in any fiscal year must have an audit made in accordance with 2 CFR Part 200 for such fiscal year unless exempted under 2 CFR Part 200. Those Grantees having expended \$750,000 or more of total federal funds from all sources must have an annual audit.
7. Will require each unit of local government to be distributed Title I funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act) and prohibiting the barring of entrance or exit to any facility or location which is the subject of such demonstration (Cranston-Gonzales National Affordable Housing Act).
8. In addition to the above certifications, the undersigned also makes the certification required which is attached regarding Lobbying.

CERTIFICATION REGARDING LOBBYING

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

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

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

Date

Official

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

GRANTEE NAME: EMPORIA

GRANT NUMBER: 20-CV-019

ACTIVITY	CDBG FUNDS	OTHER FUNDS	SOURCE OF OTHER FUNDS	TOTAL COST
1. Economic Dev./Micro-grants	\$132,000			\$132,000
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
ED/MG Total	\$132,000			\$132,000
2. Meals programs	\$35,000			\$35,000
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
Meal Program Total	\$35,000	\$0		\$35,000
3. Administration		\$15,000		\$15,000
				\$0
				\$0
Administration Total	\$0	\$15,000		\$15,000
ALL ACTIVITIES TOTAL	\$167,000	\$15,000		\$182,000

Rev. 6-1-2020

Emergency Response – CDBG Application

Date:

COMPANY INFORMATION				
Legal Name of Business:			Type of Business:	
Primary Contact Person:			Mobile Phone:	
Email:			Business Phone:	
Website:			Social Media:	
Home Address of Owner:				
Project Site Address:				
Date business established:		# of Owners:		
NAICS Code (manufacturing):		Business EIN:		
Is your business a Hospitality based company?		Is the business located in the same city as the mailing address above?		
Business Structure (LLC, Sole Proprietorship, Inc.):		Does the applying business have a related operating or holding company?	Yes/No name:	
Voluntary Demographics	GENDER ☐ Male ☐ Female	VETERAN ☐ YES ☐ NO	RACE/ETHNICITY ☐ American Indian or Alaska Native ☐ Asian ☐ Black or African American ☐ Hispanic or Latino ☐ Native Hawaiian or Other Pacific Islander ☐ White	
Total Working Capital Need:				
List any and all other funding you are currently seeking, including but not limited to Bank loans, SBA loans, Public or private loans, grant funding, etc.	☐ SBA	☐ City	☐ Network Kansas/HIRE	
	☐ Chamber of Commerce	☐ Main Street	☐ Community Foundation	
	☐ E-Community	☐ MCAC	☐ Banker/Financing	
	☐ Other: _____			
Jobs Retained:	Full Time:		Part-Time	
Average Wages:	Full Time wages:		Part-Time Wages:	
Will Full or Part-Time jobs be retained as a result of the funds?	Yes/No/Unknow	What is your annual payroll?		Prior Year Revenues: Year: Revenue:
Does the business owner have a tax liability in arrears with the Kansas Department of Revenue or the IRS?	Yes/No/Unknow	Bank (or other organization) name:		

Please provide a description of the services provided by your business:	
Please provide a short description of how COVID-19 is negatively impacting the business (e.g. weekly sales average drop for restaurants, occupancy rate drop for hotels, etc).	
Describe how the use of the CDBG loan fund enhances the ability of this business to survive.	
What types of working capital will the funds be used for (e.g. commercial loan payments, commercial lease payments, utilities, payroll, accounts payable, etc.)?	
Please list any other business resource partners that the business is working with if any (e.g. small business development centers, Economic Development Organization, industry or trade services).	

**STATE OF KANSAS
DEPARTMENT OF COMMERCE
EMPLOYEE CERTIFICATION FORM**

Name of Company: _____ Project #: _____

Date Employed: _____

Family Income-Total income from all family members during the prior year from all sources. This includes but is not limited to wages, salary, interest, dividends, royalties, and farm income.

In the left column below, check off the box that indicates your family size. Using the income limits on the line corresponding to your family size, check off the appropriate income box on the right side.

FAMILY SIZE	Section 1: INCOME LIMITS			
	A (30%)	B (50%)	C (80%)	
1 ☐	_____ TO	_____ TO	_____	☐ Income below Column A
2 ☐	_____ TO	_____ TO	_____	☐ Income between Column A & B
3 ☐	_____ TO	_____ TO	_____	☐ Income between Column B & C
4 ☐	_____ TO	_____ TO	_____	☐ Income Above Column C
5 ☐	_____ TO	_____ TO	_____	
6 ☐	_____ TO	_____ TO	_____	
7 ☐	_____ TO	_____ TO	_____	
8+ ☐	_____ TO	_____ TO	_____	

RACE/ETHNICITY & DISABILITY STATUS

Do you have a handicap or disability? ☐ Yes ☐ No
 Are you Hispanic? ☐ Yes ☐ No
 Are you a female head of household? ☐ Yes ☐ No

RACE

☐ White	☐ American Indian/Alaskan Native & White
☐ Black/African American	☐ Asian & White
☐ Asian	☐ Black/African American & White
☐ American Indian/Alaskan Native	☐ American Indian/Alaskan Native & Black/African American
☐ Native Hawaiian/Other Pacific Islander	☐ Other

Does your employer offer a health care plan for this job? ☐ Yes ☐ No
 Were you unemployed before taking this job? ☐ Yes ☐ No

To the best of my knowledge, the above information is true and can be verified if requested by proper officials of the city/county or the State of Kansas. I also certify that I am authorized to work in the United States and can produce evidence of work authorization.

Job Title _____

Date _____

Print Name _____

Signature Required _____

AGENDA ITEM SUMMARY

MEETING DATE: June 17, 2020

ITEM NUMBER: 9

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.

Tentative Agenda for June 24th Study Session Scheduled to begin at 9:00 a.m.

- Auditor Present CAFR.
- Review Non-Personnel Funds.
- Legislative Update
- Discuss Rural Water District #2.
- Discuss the Vacating of Road K.
- Discuss Ordinance & Request of Whittier Place II to Rezone Parcel from Restricted Commercial Zoning to High Density Residential Zoning for Potential Development.
- CIP Review of the following Departments: *Engineering, Street, Airport, Shop, PWC, Parks Golf and Zoo.*

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

MEETING DATE: June 17, 2020

ITEM NUMBER: 10

SUBJECT: Executive Session

RECOMMENDATION:

BACKGROUND SUMMARY:

At this time, the City Commission request an executive session to discuss proprietary information of a potential residential developer.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

AGENDA ITEM SUMMARY

MEETING DATE: June 17, 2020

ITEM NUMBER: 11

SUBJECT: Executive Session

RECOMMENDATION:

BACKGROUND SUMMARY:

At this time, the City Commission request an executive session for a preliminary discussion related to potential land acquisition.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

MEETING DATE: June 17, 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 local business considering expansion.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____