


**COMMISSION SPECIAL MEETING AGENDA**  
**THURSDAY, MAY 14<sup>th</sup>, 2020**  
**5:30 PM**

- A. CALL TO ORDER** – Mayor Paul Bauer
- B. ROLL CALL**
- C. NEW BUSINESS**
  - 1. Resolution R-20-34 to certify legal authority and authorization to apply for the CDBG-CV Program from the State of Kansas Department of Commerce.
  - 2. Resolution R-20-35 to execute an agreement for Administrative Consulting Services with Southeast Kansas Regional Planning Commission for the CDBG-CV Program.
- D. ADJOURN**

 <b>CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM</b>	
<b>MEETING DATE</b>	May 14, 2020
<b>RESOLUTION OR ORDINANCE NUMBER</b>	R-20-34 and R-20-35
<b>AGENDA TITLE</b>	<p>A resolution to certify legal authority and authorization to apply for the CDBG-CV Program from the State of Kansas Department of Commerce.</p> <p>A resolution to execute an agreement for Administrative Consulting Services with Southeast Kansas Regional Planning Commission for the CDBG-CV Program.</p>
<b>REQUESTING DEPARTMENT</b>	Finance Department
<b>PRESENTER</b>	Stephanie A. Richardson, Finance Director
<b>FISCAL INFORMATION</b>	Cost as recommended: \$0
	Budget Line Item:
	Balance Available \$0
	New Appropriation Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To approve all required resolutions and documents to accompany the application.
<b>BACKGROUND</b>	<p>The State of Kansas Department of Commerce recently announced a Community Development Block Grant opportunity to provide communities with funding to help during the COVID pandemic. There are two sources of funding available.</p> <p>Economic Development: Funding shall be used by local businesses to retain jobs for low-to-moderate income employees. These grants can be used to pay for working capital such as wages, utilities, rent, or to purchase up to 60 days of inventory needed to reopen,</p>

	<p>once allowed to reopen. The maximum grant award for this portion of the program is \$300,000.</p> <p>Meal Programs: Grants are intended to provide the city funding to supplement various programs that provide access to nutritious foods during the COVID-19 crisis. Grant funds can be directed toward programs to replenish local food banks or to support organizations that provide meal programs for children impacted by the loss of school meal programs. The maximum grant award for this portion of the program is \$100,000.</p>
<p><b>SPECIAL NOTES</b></p>	
<p><b>ANALYSIS</b></p>	<p>The Department of Commerce will award funding to cities and counties on a first-come, first-serve basis until all funds have been disbursed. The city's application requests the maximum funding limits allowed by the program, \$300,000 for Economic Development and \$100,000 for Meal Programs. There is no city matching funds required for this grant opportunity.</p> <p>The grant application requires adoption of several Resolutions and related documents:</p> <ul style="list-style-type: none"> <li>• Resolution R-20-34 Certifying Legal Authority to Apply for the CDBG-CV grant.</li> <li>• Applicant/Recipient Disclosure/Update Report - reporting who has a financial interest in the project.</li> <li>• Residential Anti-displacement and Relocation Assistance Plan – No occupied dwellings will be demolished as part of this project.</li> <li>• Statement of Assurances and Certifications – lists all of the applicable State and Federal regulations and certifies that we will comply with them.</li> </ul> <p>Also included is Resolution R-20-35 to approve an Agreement for Administrative Consulting Services with the Southeast Kansas Regional Planning Commission in an amount not to exceed \$15,000 to assist with administration of the grant if the application is successful. If the grant is not awarded, the agreement</p>

	would be immediately terminated and the City would not be assessed any fees for services performed.
<b>PUBLIC INFORMATION PROCESS</b>	The city will need to hold a public hearing to allow the governing body an opportunity to consider input from the public on the proposed grant application. The Notice of Public Hearing will be published in The Coffeyville Journal on Saturday, May 16, 2020. The public hearing will be scheduled as a special commission meeting on Friday, May 22, 2020 at 8:30am.
<b>BOARD OR COMMISSION RECOMMENDATION</b>	<ul style="list-style-type: none"> <li>• Approve Resolutions R-20-34 and R-20-35 and documents as required for the grant application</li> <li>• Hold the public hearing as scheduled on May 22, 2020.</li> <li>• Approve the Agreement with SEKRPC for administration of the grant if the application is successful and the grant is awarded.</li> </ul>
<b>STAFF RECOMMENDATION</b>	Staff recommends adoption of the resolution.
<b>REFERENCE DOCUMENTS ATTACHED</b>	<ul style="list-style-type: none"> <li>• Resolution R-20-34 Certifying Legal Authority to Apply for the CDBG-CV grant.</li> <li>• Applicant/Recipient Disclosure/Update Report - reporting who has a financial interest in the project.</li> <li>• Residential Anti-displacement and Relocation Assistance Plan – No occupied dwellings will be demolished as part of this project.</li> <li>• Statement of Assurances and Certifications – lists all of the applicable State and Federal regulations and certifies that we will comply with them.</li> <li>• Resolution R-20-35 to approve an Agreement for Administrative Consulting Services with the Southeast Kansas Regional Planning Commission.</li> <li>• Proposed Agreement for Administrative Consulting Services with the Southeast Kansas Regional Planning Commission to administer the grant if the application is successful.</li> </ul>

**RESOLUTION NO. R-20-34**

A RESOLUTION CERTIFYING LEGAL AUTHORITY AND AUTHORIZATION TO APPLY FOR THE CDBG-CV FROM THE KANSAS DEPARTMENT OF COMMERCE.

WHEREAS, The City of Coffeyville, Kansas is a legal governmental entity as provided by the laws of the State of Kansas, and

WHEREAS, the City of Coffeyville, Kansas, intends to submit an application for assistance from CARES Act under the Community Development Block Grant Program.

THE APPLICANT hereby certifies that the City of Coffeyville, Kansas, is a legal governmental entity under the status of the laws of the State of Kansas and thereby has the authority to apply for assistance from the CARES Act under the Kansas Small Cities Community Development Block Grant Program.

THE APPLICANT hereby authorizes the Mayor of Coffeyville, Kansas, to act as the applicant's official representative in signing and submitting an application for the assistance to the Community Development Block Grant Program and all other associated grant documents.

As Chief Elected Official of the City of Coffeyville, I hereby certify that I have knowledge of all activities in the above-referenced application.

THE APPLICANT hereby dedicates no matching funds toward this project.

ADOPTED THIS 14<sup>TH</sup> DAY OF MAY 2020.

\_\_\_\_\_  
Paul Bauer, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Paul Kritz, City Attorney

# Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing  
and Urban Development

OMB Approval No. 2510-0011 (exp. 11/30/2018)

**Instructions.** (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

## Applicant/Recipient Information

Indicate whether this is an Initial Report  or an Update Report

1. Applicant/Recipient Name, Address, and Phone (include area code):	2. Social Security Number or Employer ID Number:
3. HUD Program Name	4. Amount of HUD Assistance Requested/Received
5. State the name and location (street address, City and State) of the project or activity:	

## Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3). <input type="checkbox"/> Yes <input type="checkbox"/> No	2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9 <input type="checkbox"/> Yes <input type="checkbox"/> No.
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If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. **However,** you must sign the certification at the end of the report.

## Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds

(Note: Use Additional pages if necessary.)

## Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)

(Note: Use Additional pages if necessary.)

## Certification

**Warning:** If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature:  X	Date: (mm/dd/yyyy)
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[CLICK HERE FOR FORM FILL PDF](#) [CDBG Disclosure Report](#)

**\*\* SEE GENERAL APPLICATION REQUIREMENTS FOR DISCLOSURE REPORT REQUIREMENTS \*\***

**(Minimum required by all applicants for funding – must be submitted with application)**

**RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN  
UNDER SECTION 104(D) OF THE  
HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED**

The jurisdiction will replace all occupied and vacant occupiable low- and moderate-income dwelling units demolished or converted to a use other than as low- moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR Part 570.488.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the [jurisdiction] will make public and submit to the Kansas Department of Commerce the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as Section 104(d) replacement dwelling units;
5. The source of funding and a time schedule for the provision of Section 104(d) replacement dwelling units; and
6. The basis for concluding that each Section 104 (d) replacement dwelling unit will remain a low- and moderate-income dwelling unit for at least ten years from the date of initial occupancy.

The jurisdiction will provide relocation assistance, as described in Section 570.488 to each low- and moderate-income household displaced by the demolition of housing or by the conversion of a low- and moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the act, the jurisdiction will take the following steps to minimize the displacement of persons from their homes:

Based on initial review of project, the following occupied dwellings (N/A) will be demolished with grant funds (should contain proposed demolitions):

As chief official of the jurisdiction, I hereby certify that the above plan was officially adopted by the jurisdiction of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature - Chief Elected Official

## STATEMENT OF ASSURANCES AND CERTIFICATIONS

The applicant hereby assures and certifies with respect to the grant that:

1. It possesses legal authority to make a grant submission and to execute a community development and housing program.
2. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the grantee to submit the final statement, all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the grantee to act in connection with the submission of the final statement and to provide such additional information as may be required.
3. Prior to submission of its application to Commerce, the grantee has met the citizen participation requirements, prepared its application of community development objectives and projected use of funds, and made the application available to the public, as required by Section 104(a)(2) of the Housing and Community Development Act of 1974, as amended, and implemented at 24 CFR 570.486.
4. It has developed its final statement (application) of projected use of funds so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight; the final statement (application) of projected use of funds may also include activities that the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available.
5. Its chief executive officer or other officer of the grantee approved by Commerce:
  - (a) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 and other provisions of federal law as specified in 24 CFR 58.1(a);
  - (b) Is authorized and consents on behalf of the grantee and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official; and
6. The grant will be conducted and administered in compliance with the following federal and state regulations (see Appendix A: Applicable Laws and Regulations):
  - (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and implementing regulations issued at 24 CFR Part 1;
  - (b) Fair Housing Amendments Act of 1988, as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;
  - (c) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto (24 CFR Section 570.602);
  - (d) Section 3 of the Housing and Urban Development Act of 1968, as amended; and implementing regulations at 24 CFR Part 135;
  - (e) Executive Order 11246, as amended by Executive Orders 11375 and 12086 and implementing regulations issued at 41 CFR Chapter 60;
  - (f) Executive Order 11063, as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107;



- (g) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended and implementing regulations when published for effect;
  - (h) The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations when published for effect;
  - (i) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR 570.488;
  - (j) Anti-displacement and relocation plan requirements of Section 104(d) of Title I, Housing and Community Development Act of 1974, as amended;
  - (k) Relocation payment requirements of Section 105(a)(11) of Title I, Housing and Community Development Act of 1974, as amended.
  - (l) The labor standards requirements as set forth in 24 CFR 570.603 and HUD regulations issued to implement such requirements;
  - (m) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;
  - (n) The regulations, policies, guidelines and requirements of 2 CFR Part 200 and A-122 as they relate to the acceptance and use of federal funds under this federally assisted program;
  - (o) The American Disabilities Act (ADA) (P.L. 101-336: 42 U.S.C. 12101) provides disabled people access to employment, public accommodations, public services, transportation, and telecommunications;
7. The conflict of interest provisions of 24 CFR 570.489 apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub recipients which are receiving CDBG funds. None of these persons may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, and that it shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this certification;
  8. It will comply with the provisions of the Hatch Act that limits the political activity of employee;
  9. It will comply with the provisions of 24-CFR-200.
  10. It will give the state, HUD, and the Comptroller General or any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant;
  11. It will comply with the lead-based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Hazard Elimination Act (42 U.S.C. 4801 et seq.).
  12. The local government will not attempt to recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by low- and moderate-income persons unless: (a) CDBG funds are used to pay the proportion of such assessment that relates to non CDBG funding or; (b) the local government certifies to the state that, for the purposes of assessing properties owned and occupied by low- and moderate-income persons who are not very low-income, that the local government does not have sufficient CDBG funds to comply with the provision of (a) above.

13. It accepts the terms, conditions, selection criteria, and procedures established by this program description and that it waives any right it may have to challenge the legitimacy and the propriety of these terms, conditions, criteria, and procedures in the event that its application is not selected for CDBG Funding.
14. It will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of federal funds for this federally assisted program.
15. It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

The applicant hereby certifies that it will comply with the above stated assurances.

\_\_\_\_\_  
Signature, Chief Elected Official

\_\_\_\_\_  
Name (typed or printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

To Whom It May Concern:

As Chief Elected Official of the City/County of \_\_\_\_\_, I hereby certify that I have knowledge of all activities in the above-referenced application. 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. I therefore certify that no portion of the above application violates this regulation.

\_\_\_\_\_  
Mayor/County Commission

ATTEST:

\_\_\_\_\_  
City/County Clerk

**RESOLUTION NO. R-20-35**

A RESOLUTION TO AUTHORIZE THE EXECUTION OF AN AGREEMENT FOR ADMINISTRATIVE CONSULTING SERVICES FOR A 2020 KANSAS SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT FOR THE CDBG-CV PROGRAM WITH THE SOUTHEAST KANSAS REGIONAL PLANNING COMMISSION IN AN AMOUNT NOT TO EXCEED \$15,000.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor and City Clerk be and are hereby authorized and directed to execute an agreement for administrative consulting services for a 2020 Kansas Small Cities Community Development Block Grant project for the CDBG-CV Program with the Southeast Kansas Regional Planning Commission in an amount not to exceed \$15,000.

ADOPTED THIS 14<sup>TH</sup> DAY OF MAY 2020.

\_\_\_\_\_  
Paul Bauer, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Paul Kritz, City Attorney

**AGREEMENT FOR ADMINISTRATIVE CONSULTING SERVICES  
FOR A 2020 KANSAS SMALL CITIES COMMUNITY DEVELOPMENT BLOCK  
GRANT PROJECT FOR THE CDBG-CV PROGRAM  
(CDBG PROJECT NO.       TBD      )**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Southeast Kansas Regional Planning Commission, hereinafter referred to as Administrative Consultant, and the **City of Coffeyville**, Kansas, hereinafter referred to as City.

**WHEREAS**, the City desires to engage in a community improvement project described as the **CDBG-CV** project.

**WHEREAS**, the project is being funded in part by a 2020 Kansas Small Cities Community Development Block Grant (CDBG), awarded on       TBD      .

**NOW, THEREFORE**, the City engages the services of an Administrative Consultant to administer the project based upon the following terms and conditions:

**1. UTILIZATION OF CDBG FUNDS**

The Administrative Consultant shall be familiar with pertinent Federal and State laws and regulations concerning the administration of projects involving the utilization of Kansas Small Cities Community Development Block Grant funds for the purpose of making community improvements.

**II. TERMINATION OF CONTRACT**

**A. WITHOUT CAUSE**

This contract may be terminated by either party, at any time, without cause and upon giving no less than 30 days written notice. The Administrative Consultant, upon receipt of notice of a termination without cause, shall have ten days to request a hearing before the City's Governing Body regarding said termination. If the termination is affirmed by the City, any unpaid balance due, pursuant to the terms and condition of Paragraph 8, shall be paid immediately upon written request.

The City shall be entitled to a prorated refund of fees actually paid the Administrative Consultant upon termination of the Agreement by the Administrative Consultant without cause. Such prorated refund shall be according to the following formula: (1). all amounts actually paid to the Administrative Consultant, less 20% of the total agreement amount, if termination shall become effective within the first ninety days of this agreement. (2). All amounts actually paid to the Administrative Consultant, less 30% of the total agreement amount, if termination shall become effective within the 91<sup>st</sup> through 180<sup>th</sup> days of this agreement. (3). All amounts actually paid to the Administrative Consultant, less 40% of the total agreement amount, if termination shall become effective within the 181<sup>st</sup> through 270<sup>th</sup> days of this agreement. (4). All amounts actually paid to the Administrative Consultant, less 50% of the total agreement amount after the 271<sup>st</sup> day of this agreement.

**B. FOR CAUSE**

Termination for cause shall mean:

- (1.) The successful completion of the project becomes impractical for any reason; or
- (2.) A material breach in the performance of the requirements of this Agreement.

Upon the termination of this Agreement for cause, the Administrative Consultant shall be entitled to receive any funds still due and owing pursuant to Paragraph 8, subject to the following terms and conditions. If the termination for cause is a result of the Administrative Consultant's failure to appropriately perform any obligation of this Agreement, the result of which causes the City to receive a penalty or fine, or incur damages or unanticipated expenses, then the City shall have the right to retain sufficient funds to cover the fine, penalty, damages or expenses, including a reasonable attorney's fee.

**C. AFTER TERMINATION**

In the event of termination of this agreement by either party, all finished or unfinished documents, studies and reports prepared by the Administrative Consultant under this Agreement shall, at the option of the City, become the property of the City.

**III. CHANGES**

The City may, from time to time, request changes in the scope of the services of the Administrative Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Administrative Consultant's compensation, which are mutually agreed upon by and between the City and the Administrative Consultant, shall be incorporated in written amendments to the Agreement.

However, upon completion of the initial FORMAT II Environmental Assessment for the captioned project, the Administrative Consultant shall be entitled to additional compensation if an additional FORMAT II Environmental Assessment(s) shall be required. For each completed additional FORMAT II Environmental Assessment for the captioned project, the Administrative Consultant shall be entitled to an additional amount of \$2,500.

**IV. PERSONNEL AND ASSIGNABILITY**

- A. The Administrative Consultant complies with, and shall maintain compliance with, the Administrator Certification Requirements established by the Kansas Department of Commerce.
- B. The Administrative Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the City.
- C. All of the services required hereunder will be performed by the Administrative Consultant personnel and all such personnel shall be fully qualified to perform such services.
- D. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. However, any claims for money by the Administrative Consultant from the City, under this Agreement, may be assigned to a bank, trust company or other financial institution without such approval. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

**V. SERVICES PROVIDED BY THE ADMINISTRATIVE CONSULTANT**

Services outlined in this Agreement are those necessary to effectively administer a Kansas Small Cities CDBG project for community improvements. The following summary of services is not intended to limit the scope of services, but is intended to illustrate the work and services to be provided by the Administrative Consultant. The services are divided into five phases, which are the Grant Award, Environmental, Preconstruction, Construction and Close-Out.

**A. GRANT AWARD**

- 1. Prepare the Kansas Small Cities Community Development Block Grant contractual agreement between the Kansas Department of Commerce and the City in accordance with KDOC's Condition Letter.
- 2. Assist the City in the preparation of the Financial Management Checklist and Signature Forms.
- 3. Prepare the Project Budget.
- 4. Prepare any other documents that KDOC may require from time to time.

**B. ENVIRONMENTAL**

1. Prepare an initial FORMAT II Environmental Assessment in compliance with CDBG Program Requirements.
  - a. Upon completion of the initial FORMAT II Environmental Assessment for the captioned project, and in the event that additional FORMAT II Environmental Assessment(s) shall be required, then the Administrative Consultant shall be entitled to additional compensation in the amount of \$2,500 upon completion of each additional FORMAT II Environmental Assessment.
  - b. The Administrative Consultant shall not be required to perform environmental assessment activities that exceed the scope of FORMAT II Environmental Assessment.
  - c. The Administrative Consultant shall assist the City in developing procurement documents and completing the procurement process for specialized services necessary to complete and EIS or other specialized environmental studies, surveys and/or reports as may be required for the completion of the captioned project.
2. Draft and furnish the City all legal notices required to meet KDOC's environmental requirements.
3. Inform and advise the City staff throughout the environmental review process.
4. Send to all appropriate agencies the necessary environmental information so that those agencies may review and comment on the CDBG project as part of the environmental review process. Maintain a list of all agencies which received the environmental information.
5. Conduct, with the City, any hearings that may be necessary.
6. Prepare, for the City, the Finding of No Significant Impact public notice.
7. Prepare, for the City, the Request for Release of Funds public notice.
8. Prepare, for the City, the Environmental Certification Form and the Request for Release of Funds.

**C. FINANCIAL MANAGEMENT**

1. Prepare all requests for CDBG funds (drawdowns) for City action.
2. Prepare the Estimated Cash Disbursements Report required to be submitted along with drawdown requests.
3. Prepare all quarterly Progress Reports for the City's review and approval.
4. Review all payment requests to assure compliance with the CDBG rules and regulations.
5. Serve as the City's liaison with KDOC.
6. Attend all KDOC monitoring visits and assist the City with responses to KDOC compliance letters.
7. Report any major changes in project schedule to the City that are made known to the Administrative Consultant.

**D. CLOSE-OUT**

1. Upon completion of the project, prepare the KDOC close-out packet to fulfill the requirements set out by KDOC.

2. Assist in the final inspection of the project.
3. Assist the City in securing a qualified auditing firm, if necessary, that satisfies CDBG regulations.

## **VI. RECORDS AND AUDITS**

The Administrative Consultant shall assist the City in maintaining CDBG project records, including property and financial records, adequate to identify and account for all costs pertaining to the project to assure proper accounting for all project funds, both Federal and non-Federal shares.

The Administrative Consultant shall assist the City in developing a financial management system which will comply with the U.S. Office of Management and Budget (OMB) Circular A-102 (Revised).

The City will be responsible for having the records audited by a Certified Public Accountant at the completion of the project. The expense for this audit will be a responsibility of the City. At the discretion of the City, the Administrative Consultant will assist the City in procuring auditing services and with preparing the agreement for such services.

## **VII. COMPLIANCE WITH LAWS**

The Administrative Consultant shall comply with all applicable laws, ordinances and codes of the State and local governments. This includes, but is not limited to:

### **A. EXECUTIVE ORDER 11246, AS AMENDED**

During the performance of this Agreement, the Administrative Consultant agrees to comply with the following Equal Employment Opportunity provisions:

1. The Administrative Consultant will not discriminate against any employee or qualified applicant for employment because of race, creed, sex, color, national origin, or mental or physical handicap. The Administrative Consultant will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, creed, sex, color, national origin, or mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Administrative Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.
2. The Administrative Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Administrative Consultant, state all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, or physical or mental handicap.
3. The Administrative Consultant will cause the foregoing provision to be inserted in all subcontracts for any work covered by this Agreement so said provisions will be binding upon each subcontractor.
4. The Administrative Consultant will comply with all provisions of the Davis-Bacon Act, and of the rules, regulations and relevant orders of the United States Secretary of Labor.

### **B. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

### **C. TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968 (FAIR HOUSING ACT)**

Prohibits discrimination in the sale, rental and financing of dwellings based on race, color, religion, sex or nation origin. Title VIII was amended in 1988 (effective March 12, 1989) by the Fair Housing

Amendments Act, which: expanded the coverage of the Fair Housing Act to prohibit discrimination based on disability or on familial status (presence of child under age of 18, and pregnant women); established new administrative enforcement mechanisms with HUD attorneys bringing actions before administrative law judges on behalf of victims of housing discrimination; and revised and expanded Justice Department jurisdiction to bring suit on behalf of victims in Federal district courts.

**D. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

No person in the United States shall, on the grounds of race, color, national origin, sex or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**E. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Administrative Consultant must comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely by reasons of his or her handicap, be excluded from participation (including employment), be denied program benefits or be subjected to discrimination under any program or activity receiving Federal funds.

**F. AGE DISCRIMINATION ACT OF 1975, AS AMENDED**

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**G. FAIR HOUSING AMENDMENTS ACT OF 1988**

The Administrative Consultant shall comply with all provisions of the Fair Housing Amendments Act of 1988, which prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, handicap or familial status.

**H. EXECUTIVE ORDER 11063**

No person shall, on the basis of race, color, religion, sex or national origin, be discriminated against in regards to housing and related facilities provided with Federal assistance or in lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government.

**I. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED**

The Administrative Consultant shall, to the greatest extent feasible, provide that opportunities for training and employment shall be given to lower-income residents of the project area, and that contracts, in connection with the project, be awarded to business concerns located in, or owned in substantial part, by residents of the project area.

**J. KANSAS ACT AGAINST DISCRIMINATION**

The Administrative Consultant shall comply with the provisions of Articles 10 and 11 of the K.S.A. Chapter 44, which prohibits discrimination in employment, public accommodations or housing, on the basis of race, religion, color, sex, physical handicap, national origin or ancestry.

**K. COPYRIGHT RESTRICTION**

No report, maps or other documents produced in whole or in part under this Agreement shall be subject of an application for a copyright by or on the behalf of the Administrative Consultant.

**L. INTEREST OF MEMBERS OF A City GOVERNMENT**

No members of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this project, shall have any personal financial interest, direct or indirect, in the Agreement, and the Administrative Consultant shall take appropriate steps to insure compliance.

**M. INTEREST OF ADMINISTRATIVE CONSULTANT AND EMPLOYEES**

The Administrative Consultant covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Administrative Consultant further covenants that in the performance of this Agreement, no person having any such



interest shall be employed.

**N. SECTION 503 OF THE REHABILITATION ACT OF 1973**

The Administrative Consultant must comply with Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance employment of mentally and physically disabled individuals.

**O. SECTION 912 OF THE CRANSTON-GONZALES NATIONAL AFFORDABLE HOUSING ACT OF 1990**

The Administrative Consultant must comply with Section 912 of the Cranston-Gonzales National Affordable Housing Act which prohibits discrimination on the basis of religious preference.

**VIII. FEES**

The City agrees to pay the Administrative Consultant the sum of **Fifteen Thousand** Dollars (\$15,000) as the total agreement amount charged for the services outlined in Section V. of this Agreement. As prescribed by the requirements of the Kansas Department of Commerce Small Cities CDBG Program, the City will be billed incrementally for this total Agreement amount as follows:

- 25%** upon signed grant agreement with the State and initial set of paperwork e.g. banking forms, civil rights policy, procurement policy, and fair housing activity
- 25%** upon the first drawdown request
- 25%** when project construction is 50% complete.
- 15%** prior to submission of the close-out packet after the close-out public hearing
- 10%** upon submittal of close-out packet and final drawdown request

**IX. NON-EXECUTION OF CDBG AGREEMENT**

The City and the Administrative Consultant mutually agree that, in the event that CDBG Agreement # TBD is not executed between the City and the Kansas Department of Commerce, this Agreement will be immediately terminated and that the City will not be assessed any fees for services performed by the Administrative Consultant in accordance with this Agreement prior to the date of termination.

**IN WITNESS WHEREOF**, the parties have signed this Agreement the day and year first written above.

**SOUTHEAST KANSAS REGIONAL PLANNING COMMISSION**

**CITY OF COFFEYVILLE, KANSAS**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
City Manager

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Secretary/Treasurer

\_\_\_\_\_  
City Clerk