

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, May 19th, 2020
4:00 PM

A Special Meeting of the Pittsburg City Commission is called to be held at 4:00 p.m. on Tuesday, May 19th, 2020, in the City Commission Room, located in the Law Enforcement Center at 201 North Pine, specifically to consider the following: (a) the adoption of Resolution No. 1234, certifying legal authority and authorization to apply for funding through the Community Development Block Grant Coronavirus Response Supplement (CDBG-CV) administered by the Kansas Department of Commerce and (b) approval an Agreement for Administrative Consulting Services with the Southeast Kansas Regional Planning Commission.

CONSIDER THE FOLLOWING:

- a. RESOLUTION NO. 1234 - COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS RESPONSE SUPPLEMENT PROGRAM – Consider staff recommendation to adopt Resolution No. 1234, certifying legal authority and authorization to apply for funding through the Community Development Block Grant Coronavirus Response Supplement (CDBG-CV) administered by the Kansas Department of Commerce with funds allocated from the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**

- b. AGREEMENT FOR ADMINISTRATIVE CONSULTING SERVICES – Consider staff recommendation to enter into an Agreement for Administrative Consulting Services with the Southeast Kansas Regional Planning Commission (SEKRPC) in relation to grant funding through the Community Development Block Grant Coronavirus Response Supplement (CDBG-CV) administered by the Kansas Department of Commerce with funds allocated from the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign Agreement on behalf of the City.**

ADJOURNMENT



Daron Hall, City Manager

MEMORANDUM

To: Daron Hall, City Manager

From: Jay Byers, Deputy City Manager

Date: May 14, 2020

Subject: CDBG-CV Grant Application

More than \$9 million in federal funding has been made available to the State's Community Development Block Grant program to support community responses to the COVID-19 crisis. The Kansas Department of Commerce will administer the Community Development Block Grant Coronavirus Response Supplement (CDBG-CV), which is part of the state's allocation from the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act. Applications for CDBG-CV opened Tuesday, May 12.

The funding can be used for economic development grants to provide communities with funding to help local businesses retain jobs for low-to-moderate income people. Grant funds can be used for expenses such as working capital (e.g., wages, utilities, rent) or to purchase up to 60 days of inventory needed to reopen, once allowed to reopen. There are also funds available for a Meals Program. Meal program grants provide communities with funds for various programs that provide access to nutritious foods during the COVID-19 crisis, particularly programs supporting children.

We would like the City of Pittsburg to apply for funding for both programs. We are preparing local operating procedures and anticipate that the EDAC will act as the body to review and approve applications from local businesses and organizations. We will be requesting the maximum amount from both programs (\$300,000 for economic development and \$100,000 for the meals program). Funds will be awarded on a first-come, first-served basis until all funds have been disbursed, so a timely submittal of the application is crucial. Formal approval to apply by the governing body and a public hearing is a requirement prior to application. A hearing has been set for 5/22 at 2:00.

Information on the CDBG-CV grant program is available on the Department of Commerce's web site at <https://www.kansascommerce.gov/2020/05/governor-kelly-announces-9-million-in-grants-to-support-community-responses-to-coronavirus/>

**THE CITY OF PITTSBURG, KANSAS
RESOLUTION NO. 1234**

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

WHEREAS, The City of Pittsburg, Kansas, is a legal governmental entity as provided by the laws of the STATE OF KANSAS, and

WHEREAS, The City of Pittsburg, 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 Pittsburg, 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 Pittsburg, 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.

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

THE APPLICANT hereby dedicates \$0 in matching funds toward this project.

APPROVED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS, this day of_ , 2020.

APPROVED _____
MAYOR

ATTEST _____
(SEAL)

THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS

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 19th day of May, 2020, by and between the Southeast Kansas Regional Planning Commission, hereinafter referred to as Administrative Consultant, and the City of Pittsburg, 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), with the award date to be determined,

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

I. 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 91st through 180th 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 181st through 270th days of this agreement. (4). All amounts actually paid to the Administrative Consultant, less 50% of the total agreement amount after the 271st 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 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 PITTSBURG, KANSAS

Chairman

Mayor

ATTEST:

ATTEST:

Secretary/Treasurer

City Clerk