

CITY OF TONGANOXIE

August 17, 2020
7:00 Regular Meeting



REMOTE MEETING – See City of Tonganoxie website at www.tonganoxie.org for more information. There may be an audio recording of the meeting which will be utilized to prepare the meeting minutes.

Honorable David Frese, Mayor

Council Members

Rocky Himpel

Jacob Dale

Lisa Patterson

Loralee Stevens

Chris Donnelly

Open Regular Meeting – 7:00 p.m.

- I. Pledge of Allegiance**
- II. Approval of Minutes** – Regular meeting dated August 3, 2020
- III. Consent Agenda**
 - a) Review bill payments
- IV. Old Business**
- V. New Business**
 - a) Resolution 08-20-01: Approval of Grant Administration Services Contract for CARES Act CFR Funding with Western Consultants
 - b) Review Draft Mask Ordinance
 - c) Review a Grant Opportunity with the FEMA Assistance to Firefighters Program
 - d) Consider Draft Agreement to Utilize City Facilities for Hunter Safety Education Course in Fall 2020
 - e) Resolution 08-20-02: Contract 20-CV-120 with Dept of Commerce and Electronic Transfer Forms for CDBG-CV Grant
 - f) City Manager Agenda
 1. CARES Act Coronavirus Relief Fund Update
 2. Urgent Needs Grant Update
 3. Planning Commission Recruitment Update
 - g) City Attorney Agenda
 - h) Mayor Pro Tem Agenda
 - i) City Council Agenda
 - j) Mayor Agenda
- VI. Information & Communications (No Action Required)**
- VII. Adjourn**

City Council Meeting Minutes
August 3, 2020
7:00 PM Regular Meeting

I. Pledge of Allegiance

- Mayor Frese opened the meeting at 7:00 p.m. and led the pledge of allegiance.
- Mayor Frese, Mr. Donnelly, Ms. Patterson, Mr. Himpel, Ms. Stevens, and Mr. Dale participated via Zoom. City Manager George Brajkovic, Assistant City Manager Dan Porter, Public Works Director Kent Heskett, and City Attorney Anna Krstulic also participated via Zoom.

II. Approval of Minutes – Regular meetings dated July 20, 2020

- **Ms. Stevens made a motion to approve minutes from the regular meeting dated July 20, 2020.**
- **Mr. Donnelly seconded the motion.**
- **Roll call vote of all ayes, motion carried.**

III. Consent Agenda

a) Review bill payments

- Ms. Patterson asked for more information about the payment to the Leavenworth County Treasurer included in the check report.
- Mr. Porter replied that the payment dated July 16, 2020 was prepared and remitted at the direction provided by the City Council at a meeting in July 2020.
- **Ms. Patterson made a motion to approve the consent agenda.**
- **Mr. Donnelly seconded the motion.**
- **Roll call vote of all ayes, motion carried.**

IV. Open Agenda

- No open agenda comments were submitted at this meeting.

V. Old Business

VI. New Business

a) Public Hearing: Consideration of the Proposed 2021 Budget as Published

- Mayor Frese opened the public hearing.
- No members of the public participated in the public hearing.
- Mayor Frese closed the public hearing.

b) Consider Adoption of the 2021 Budget

- Mr. Brajkovic introduced the item and explained the budget process, calendar and previous opportunities for input by the public and the Governing Body for the development of the 2021 budget.
- Mr. Dale said that the budget is good as published and includes important initiatives such as the bridge repairs on Church Street.
- Ms. Stevens said that she supports the budget as developed, noting that they have discussed every aspect of the budget and it is well below last year's budget.
- Mr. Himpel said that he is concerned with the \$90,000 cost of two utility F-250 trucks that he does not think are needed this year, as well as the \$15,000 cost of outside aid for preparation of a compensation analysis that he does not think is an appropriate City expense.
- Ms. Patterson said that she supports the 2021 proposed budget and appreciates its flexibility if needed.
- Mr. Donnelly asked if the merit pool included in the 2021 budget is a cost of living raise.

- Mr. Porter replied that the proposed budget includes a 3% merit opportunity for all employees, but there is no automatic cost of living adjustment.
 - **Ms. Patterson made a motion to approve the proposed budget as published.**
 - **Ms. Stevens seconded the motion.**
 - **Roll call vote of 4 ayes, 1 nay (Himpel), motion carried.**
- c) Ordinance 1489: Issuance of Industrial Revenue Bonds in an Amount Not to Exceed \$310,000 for B&L Venture Group
- Mr. Brajkovic said that staff are withdrawing this item because the applicant determined that the financing schedule allows for later City Council consideration of the issuance of industrial revenue bonds.
- d) Consider Approval of Repairs to Water Production Well Pumps
- Mr. Brajkovic introduced this maintenance item that must be done every 10 years, most recently in 2009.
 - Mr. Heskett described the process of removal, rehabilitation, and reinstallation of the pumps.
 - Mayor Frese asked if there would be any interruption of service during the repairs.
 - Mr. Heskett replied no.
 - Mr. Donnelly asked staff to closely monitor the cost of the project and bring the item back for City Council consideration if expensive pump parts need to be replaced.
 - **Mr. Donnelly made a motion to accept the quote from KII Machine Shop, LLC in an amount not to exceed \$29,000.**
 - **Ms. Patterson seconded the motion.**
 - **Roll call vote of all ayes, motion carried.**
- e) Consider Request to Utilize City Facilities for Hunter Safety Education Course in Fall 2020
- Mr. Brajkovic said that the Recreation Commission contacted City staff to ask if the City public works facility and firing range could be used for an upcoming hunter safety education course. This is typically a City Manager decision, but due to the ongoing concerns with COVID-19, he is requesting feedback from the City Council about whether public use of City facilities should be permitted with certain conditions or at all. He suggested limiting class size to 10, requiring face masks and sanitization following use of the facilities, as well as allowing the City to cancel on short notice.
 - Mr. Donnelly asked if this use follows State and County requirements.
 - Ms. Krstulic replied that the suggested conditions go beyond what is currently required.
 - Ms. Patterson said that she has concerns with public use of City facilities during the pandemic, especially the potential impact to City staff from exposure to the virus. She asked if the City would be subject to liability.
 - Ms. Krstulic replied that recent legislative changes provide immunity from liability for a COVID-19 claim if the City is acting pursuant to a public health directive. There is currently no public health directive applicable to the City, and the City is taking extra precautions by following applicable guidance.
 - Mr. Himpel said that he thinks the proposed use is okay for the Hunter Safety Education Course but no other events at this point.
 - Mr. Brajkovic said that staff will present a draft agreement at the next City Council meeting.
- f) City Manager Agenda
1. CARES Act Spending Plan and Discussions with Leavenworth County, Kansas Update
- Mr. Brajkovic shared information included in the CARES Act Spending Plan recently submitted to Leavenworth County, including discussions about potentially improving or providing wireless internet connection capabilities

at the Public Library and Chieftain Park and ongoing discussions with Western Consultants, LLC about completing grant administration services for the proposed small business grants program.

2. Urgent Needs Grant Update

- Mr. Brajkovic said that the project contractor should begin work on the additional erosion control work authorized under Change Order #2 in short order.
- Mr. Brajkovic provided an update on the recent presentation made to the Leavenworth County Port Authority regarding potential utilization of remaining funds from the City's grant from Leavenworth County to assist with funding the interceptor sewer to the business park from the City's wastewater treatment plant.

g) City Attorney Agenda

h) Mayor Pro Tem Agenda

i) City Council Agenda

- Mr. Himpel asked for an update on the activities of the new part-time Code Enforcement Officer.
- Mr. Brajkovic replied that the employee is doing well overall at achieving compliance with Code issues and noted that he recently issued his first citation for an unresolved issue.

j) Mayor Agenda

- Mayor Frese asked if there is any interest in issuing a mask ordinance on a temporary basis.
- Mr. Dale replied that he is open to hearing a proposal and how it would work.
- Mr. Donnelly said that he is not opposed and would be interested in hearing public comment.
- Ms. Patterson said that the issue is important and she is interested in learning more about enforcement. She said that she is interested in feedback from the public and local businesses.
- Ms. Stevens said that she has heard people say that they are not shopping in Tonganoxie because there is no mask mandate and she is concerned about lost revenue. She is in favor of taking the lead locally on the issue but expects pushback.
- Mr. Himpel said that enforcement would potentially be an issue and he is not sure how the City can act without the County.
- Ms. Krstulic said that cities are using home rule authority to adopt ordinances in counties that opted out of the Governor's face mask order.

VII. Information & Communications (No Action Required)

VIII. Adjourn

- **Ms. Patterson made a motion to adjourn the meeting.**
- **Mr. Dale seconded the motion.**
- **Roll call vote of all ayes, motion carried.**
- **Meeting adjourned at 8:07 p.m.**

Respectfully submitted,



Dan Porter, Assistant City Manager



City of Tonganoxie, KS

Check Report

Date Range: 07/18/2020 - 08/14/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0056	BLUE CROSS AND BLUE SHIELD	07/31/2020	Regular	0	41330.22	47762
0056	BLUE CROSS AND BLUE SHIELD	08/14/2020	Regular	0	41330.22	47820
1082	1st Due Emergency Response Solutions, LLC	08/10/2020	Regular	0	32271.7	47786
0250	HONEYCREEK DISPOSAL SERVICE	08/10/2020	Regular	0	30143.97	47796
0959	OFFICE OF THE KANSAS STATE TREASURER	08/14/2020	Regular	0	26037.15	47830
0051	BG CONSULTANTS INC	08/14/2020	Regular	0	24231	47819
0614	T-MOBILE	08/14/2020	Regular	0	15027.89	47833
0831	AXON	08/14/2020	Regular	0	10464	47817
0399	LEAVENWORTH ASPHALT MATERIALS	08/14/2020	Regular	0	7427.49	47825
1068	Stinson LLP	07/31/2020	Regular	0	6725.75	47781
0671	Evergy	07/31/2020	Regular	0	5063	47766
0414	LINK-LITE NETWORKING, INC.	07/31/2020	Regular	0	3900	47773
0157	EDWARDS CHEMICALS	07/31/2020	Regular	0	3891.2	47765
1068	Stinson LLP	08/10/2020	Regular	0	3646.62	47809
0579	SECURITY BENEFIT - 457	08/10/2020	Regular	0	3419.6	47808
0579	SECURITY BENEFIT - 457	07/31/2020	Regular	0	3319.6	47780
0136	DELTA DENTAL PLAN OF KANSAS,IN	08/10/2020	Regular	0	2532.51	47791
0308	KANSAS STATE TREASURER	08/10/2020	Regular	0	2380	47798
0566	SALTUS TECHNOLOGIES	08/14/2020	Regular	0	2200.5	47832
1121	Jerome Gorman	08/10/2020	Regular	0	2200	47797
0224	HAMM QUARRIES & LANDFILL	08/10/2020	Regular	0	1804.8	47794
0006	ACE PIPE CLEANING INC	08/14/2020	Regular	0	1372	47816
0189	FIRST STATE BANK & TRUST	08/10/2020	Regular	0	1170.38	47792
0642	USPS	08/10/2020	Regular	0	1062	47813
1083	Bay Bridge Administrators, LLC FSA	07/31/2020	Regular	0	1033.34	47761
0503	PACE ANALYTICAL SERVICES INC	07/31/2020	Regular	0	938	47776
0857	MIDCONTINENT COMMUNICATIONS	07/31/2020	Regular	0	727.68	47775
0500	OREILLY AUTO PARTS	08/10/2020	Regular	0	684.63	47806
0596	GEOFF SONNTAG	08/10/2020	Regular	0	600	47793
0677	WILLIAM PRAY	08/10/2020	Regular	0	600	47814
0614	T-MOBILE	08/10/2020	Regular	0	503.94	47810
1152	People Success Labs	07/31/2020	Regular	0	500	47777
0046	BAY BRIDGE ADMINISTRATORS, LLC	08/14/2020	Regular	0	493.88	47818
0661	VISION SERVICE PLAN	07/31/2020	Regular	0	454.41	47785
0115	CONRAD FIRE EQUIPMENT, INC.	08/14/2020	Regular	0	442.25	47821
0189	FIRST STATE BANK & TRUST	07/31/2020	Regular	0	420.41	47767
0243	HIMPEL LUMBER & BUILDING SUPPL	07/31/2020	Regular	0	384.34	47769
0001	911 CUSTOM	08/14/2020	Regular	0	361.26	47815
0111	COLEMAN EQUIPMENT INC	08/10/2020	Regular	0	340.4	47790
0639	TRI-HULL CRANE RENTAL, LLC	08/10/2020	Regular	0	317.31	47812
0857	MIDCONTINENT COMMUNICATIONS	08/14/2020	Regular	0	300.6	47829
0757	KC CLEAN	08/10/2020	Regular	0	300	47802
0031	ASPHALT SALES COMPANY INC	08/10/2020	Regular	0	296.88	47787
0749	BROADVOICE	08/10/2020	Regular	0	271.62	47789
0111	COLEMAN EQUIPMENT INC	07/31/2020	Regular	0	271.39	47764
0651	USA BLUE BOOK	07/31/2020	Regular	0	267.84	47783
0496	KANSAS ONE CALL CONCEPTS	08/10/2020	Regular	0	265.2	47801
0414	LINK-LITE NETWORKING, INC.	08/10/2020	Regular	0	250	47804
0628	TODD'S TIRE LLC	08/14/2020	Regular	0	244	47834
1112	Life-Assist, INC	07/31/2020	Regular	0	238.36	47772
0414	LINK-LITE NETWORKING, INC.	08/14/2020	Regular	0	237.5	47827
0542	QUILL	08/14/2020	Regular	0	234.86	47831
0656	VERIZON WIRELESS	07/31/2020	Regular	0	226.79	47784
0732	METLIFE - GROUP BENEFITS	07/31/2020	Regular	0	225.34	47774

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0426	LEAVENWORTH COUNTY SHERIFF OFFICE	08/14/2020	Regular	0		220 47826
1003	K & K Chemical Supply LLC	07/31/2020	Regular	0	215.14	47770
0249	HONEYBEE SEPTIC SERVICE	08/10/2020	Regular	0	215	47795
0330	KANSAS GAS SERVICE	08/10/2020	Regular	0	212.24	47800
0391	LAWRENCE JOURNAL WORLD	08/14/2020	Regular	0	200.79	47824
1021	Katherine Kelly	08/14/2020	Regular	0	200	47823
0628	TODD'S TIRE LLC	07/31/2020	Regular	0	182	47782
1042	Foley Equipment	07/31/2020	Regular	0	173.19	47768
0229	HAYNES EQUIPMENT CO	08/14/2020	Regular	0	145.74	47822
0330	KANSAS GAS SERVICE	08/10/2020	Regular	0	144.75	47799
0404	LEAVENWORTH TIMES	07/31/2020	Regular	0	144	47771
0857	MIDCONTINENT COMMUNICATIONS	08/10/2020	Regular	0	117.8	47805
1099	Loomis Lawn & Landscaping	08/14/2020	Regular	0	100	47828
0628	TODD'S TIRE LLC	08/10/2020	Regular	0	76	47811
0034	AT&T ACCESS TRANSPORT SERVICES	08/10/2020	Regular	0	74.49	47788
0350	KDHE	08/10/2020	Regular	0	60	47803
0651	USA BLUE BOOK	08/14/2020	Regular	0	44.18	47835
0555	RICOH USA, INC.	08/10/2020	Regular	0	29.96	47807
0542	QUILL	07/31/2020	Regular	0	22.99	47778
0932	RED WING SHOES	07/31/2020	Regular	0	5	47779
1153	Charlotte Doleman	07/31/2020	Regular	0	1.5	47763
0959	OFFICE OF THE KANSAS STATE TREASURER	08/14/2020	Regular	0	-26037.15	47830

Bank Code AP Bank Summary

Payment Type	Payable	Payment	Discount	Payment
	Count	Count		
Regular Checks	107	75	0.00	287,968.60
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-26,037.15
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	107	76	0.00	261,931.45

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	107	75	0.00	287,968.60
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-26,037.15
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	107	76	0.00	261,931.45

Fund Summary

Fund	Name	Period	Amount
998	Gen Fund-Pooled Cash	7/2020	70661.49
998	Gen Fund-Pooled Cash	8/2020	191269.96
			261931.45

RESOLUTION NO. 08-20-01

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE CONTRACT FOR ADMINISTRATION SERVICES FOR 2020 CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT FUNDS BETWEEN THE CITY OF TONGANOXIE, KANSAS AND WESTERN CONSULTANTS, LLC.

WHEREAS, on March 27, 2020, the President of the United States signed into law the Coronavirus Aid, Relief, and Economic Security ("CARES") Act, Pub. L. No. 116-136, which, among other things, established the Coronavirus Relief Fund ("CRF") to provide economic assistance to state and local governments;

WHEREAS, on June 2, 2020, the Strengthening People and Revitalizing Kansas ("SPARK") Taskforce Executive Committee passed a motion to direct Kansas counties to allocate and share CRF funds with public educational and municipal entities within their counties to ensure that all such entities within Kansas counties receive CRF funds to meet their respective health and economic challenges;

WHEREAS, on June 16, 2020, the State Finance Council approved the SPARK Taskforce's proposal to distribute CRF funds to Leavenworth County, Kansas (the "County") to help address the health and economic challenges inflicted by COVID-19, based on the County's population and impact from COVID-19, with CRF funds provided for reimbursement of COVID-19 related costs and as direct aid, unless otherwise approved by the SPARK Taskforce;

WHEREAS, on July 8, 2020, the County's Board of County Commissioners adopted Resolution No. 2020-24 to accept and distribute CRF funds to cities within the County;

WHEREAS, on July 20, 2020, the City of Tonganoxie, Kansas (the "City") adopted Ordinance No. 1487 relating to the City's acceptance and use of CRF funds;

WHEREAS, on July 30, 2020, the City submitted its spending plan for CRF funds to the County;

WHEREAS, on August 12, 2020, the County approved the City's spending plan, which includes, among other things, up to \$387,310 for small business grants (the "Grant Program");

WHEREAS, the Grant Program requires the services of a qualified administrator; and

WHEREAS, the Governing Body has determined that it is advisable to enter into the Contract for Administration Services for 2020 CARES Act Funds, attached hereto as Exhibit A (the "Contract"), with Western Consultants, LLC, a Kansas limited liability company d/b/a Governmental Assistance Services ("Contractor").

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF TONGANOXIE, KANSAS:

Section 1. That the Governing Body hereby approves the Contract in substantially the form attached hereto.

Section 2. That the City Manager is hereby authorized to execute in the name of the City, the Contract, and any other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 3. This Resolution shall be effective upon adoption by the Governing Body.

[Remainder of page intentionally left blank; signature page follows.]

**ADOPTED BY THE GOVERNING BODY OF THE CITY OF TONGANOXIE,
KANSAS, AND APPROVED BY THE MAYOR ON THIS 17th DAY OF AUGUST,
2020.**

SEAL

David Frese, Mayor

ATTEST:

Daniel Porter, Acting City Clerk

EXHIBIT A

Contract for Administration Services for 2020 CARES Act Funds

[Attached.]

**CONTRACT FOR ADMINISTRATION SERVICES
CITY OF TONGANOXIE, KANSAS
2020 CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT**

THIS CONTRACT FOR ADMINISTRATION SERVICES (this “Contract”) is made and entered into this 17th day of August, 2020 by and between WESTERN CONSULTANTS LLC, a Kansas limited liability company d/b/a GOVERNMENTAL ASSISTANCE SERVICES, PO Box 187, Lawrence, Kansas 66044 (“WESTERN CONSULTANTS”), and the CITY OF TONGANOXIE, KANSAS (the “CITY”).

WHEREAS, on March 27, 2020, the President of the United States signed into law the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act, Pub. L. No. 116-136, which, among other things, established the Coronavirus Relief Fund (“CRF”) to provide economic assistance to state and local governments;

WHEREAS, on June 2, 2020, the Strengthening People and Revitalizing Kansas (“SPARK”) Taskforce Executive Committee passed a motion to direct Kansas counties to allocate and share CRF funds with public educational and municipal entities within their counties to ensure that all such entities within Kansas counties receive CRF funds to meet their respective health and economic challenges;

WHEREAS, on June 16, 2020, the State Finance Council approved the SPARK Taskforce’s proposal to distribute CRF funds to Leavenworth County, Kansas (the “County”) to help address the health and economic challenges inflicted by COVID-19, based on the County’s population and impact from COVID-19, with CRF funds provided for reimbursement of COVID-19 related costs and as direct aid, unless otherwise approved by the SPARK Taskforce;

WHEREAS, on July 8, 2020, the County’s Board of County Commissioners adopted Resolution No. 2020-24 to accept and distribute CRF funds to cities within the County;

WHEREAS, on July 20, 2020, the CITY adopted Ordinance No. 1487 relating to the CITY’s acceptance and use of CRF funds;

WHEREAS, on July 30, 2020, the CITY submitted its spending plan for CRF funds to the County;

WHEREAS, on August 12, 2020, the County approved the CITY’s spending plan, which includes, among other things, up to \$387,310 for small business grants (the “Grant Program”);

WHEREAS, the Grant Program requires the services of a qualified administrator;

NOW, THEREFORE, the CITY engages the services of WESTERN CONSULTANTS upon the following terms and conditions:

1. TERMINATION OF CONTRACT

A. FOR CAUSE

If, through any cause, either party shall fail to fulfill, in a timely and proper manner, their obligations under this Contract, or if either party shall violate any of the covenants, agreements, or stipulations of this Contract, the other party shall thereupon have the right to terminate this Contract by giving written notice to the breaching party of such termination and specifying the effective date thereof. This notice shall not be less than fifteen (15) days prior to the effective date.

B. FOR CONVENIENCE

The CITY may terminate this Contract, in whole or in part, at any time by written notice to WESTERN CONSULTANTS.

In event of termination, all finished or unfinished documents, studies and reports prepared by WESTERN CONSULTANTS under this Contract shall remain the property of WESTERN CONSULTANTS until WESTERN CONSULTANTS receives just and equitable compensation for any work satisfactorily completed in accordance with this Contract, whereupon such documents, studies and reports shall become the property of the CITY.

2. CHANGES

The CITY may from time to time, request changes in the scope of services of WESTERN CONSULTANTS to be performed hereunder. Such changes, including any increase or decrease in the amount of WESTERN CONSULTANTS' compensation, which are mutually agreed upon by both parties shall be incorporated in written amendments to this Contract.

3. PERSONNEL

- A. WESTERN CONSULTANTS represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be the employees of or have any contractual relationship with the CITY.
- B. All of the services required hereunder will be performed by WESTERN CONSULTANTS or under its supervision and all personnel shall be fully qualified to perform such services.
- C. None of the work or services covered by this Contract shall be subcontracted without the prior approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

4. SERVICES OF WESTERN CONSULTANTS

Services outlined in this Contract are those necessary to effectively administer the Grant Program. The following summary of services is not intended to limit the scope of service, but is intended to illustrate the work and services to be provided by WESTERN CONSULTANTS.

These services will include, but are not limited to the following:

- Work with CITY staff to formulate a Business Grant Direct Aid Plan, including application materials, schedule of events, and public outreach. The Business Grant Direct Aid Plan shall include efforts to address the disproportionate impacts of COVID-19 on racial minorities.
- Attend meetings related to the Grant Program.
- Report schedule changes to CITY staff and the Governing Body.
- Assist the CITY in any public hearings related to the Grant Program.
- Review Grant Program applications for completeness and eligibility.
- Process Grant Program payments.
- Prepare State reporting forms and supporting documentation to be submitted to the County, SPARK Taskforce, Office of Recovery and any other State departments involved in disbursement of CRF funds.
- Perform necessary accounting procedures related to the Grant Program until the Grant Program is completed.
- Work with the County, SPARK Taskforce, Office of Recovery and any other State departments involved in disbursement of CRF Funds to provide additional information they may request.
- Ensure compliance with all Federal, State and County guidance and policies related to CRF funds.
- Perform additional duties as may be required.
- Assist the CITY in securing a qualified audit firm if required.
- Provide proper close-out requested by the County, SPARK Taskforce, Office of Recovery and any other State departments involved in disbursement of CRF Funds.
- Operate within Federal, State, County and CITY guidelines, specifically:

1. Section 5001 of the CARES Act, and all applicable Federal, State and County guidance and policies related to CRF funds
2. Ordinance No. 1487 adopted by the CITY
3. Title VI of the Civil Rights Act of 1964, as amended
4. Title VIII of the Civil Rights Act of 1968, as amended (Fair Housing Act)
5. Age Discrimination Act of 1975, as amended
6. Fair Housing Amendments Act of 1988, as amended
7. Executive Order 11063
8. Kansas Act Against Discrimination
9. Executive Order 11246
10. Rehabilitation Act of 1973, as amended, including Sections 503 and 504
11. 24 C.F.R. Part 570 (Community Development Block Grants) Subpart J (Grant Administration)
12. Title I of the Housing and Community Development Act of 1974, as amended, including Sections 3 and 109
13. Section 519 of Public Law 101-144 (the fiscal year 1990 HUD Appropriations Act)
14. Section 906 and 912 of the Cranston-Gonzales National Affordable Housing Act of 1990, as amended

- Assist the CITY in developing a financial management system that meets Federal, State and County standards.
- Comply with all applicable Federal, State, County and CITY laws, regulations, guidance and policies.
- Not discriminate against any employee or applicant for employment because of race, sex, creed, color or national origin. WESTERN CONSULTANTS will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

5. AUDIT

The CITY will be responsible for having the records relating to the Grant Program audited by a Certified Public Accountant at the completion of the Grant Program. The expense for this audit will be the CITY's responsibility.

6. INTEREST OF THE CITY'S GOVERNING BODY

No member 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 the Grant Program shall have any personal financial interest, direct or indirect, in

this Contract, and WESTERN CONSULTANTS shall take appropriate steps to insure compliance.

7. INTEREST OF WESTERN CONSULTANTS AND EMPLOYEES

WESTERN CONSULTANTS covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any business within the CITY that may benefit from the Grant Program or any other interest of its service hereunder. WESTERN CONSULTANTS further covenants that in the performance of this Contract, it shall not employ any person having any such interest.

8. FEES

The CITY agrees to pay WESTERN CONSULTANTS the following fee for the services outlined in this Contract for the Grant Program: 5% of Grant Program payments actually reimbursed to the CITY by the County, not to exceed a maximum compensation amount of \$19,365.50.

WESTERN CONSULTANTS understands and agrees that compensation by the CITY to WESTERN CONSULTANTS is contingent upon the CITY's receipt of CRF funds from the County and the CITY will not be obligated to pay WESTERN CONSULTANTS from any other sources.

9. MISCELLANEOUS

This Contract shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns.

This Contract shall be governed by the laws of the State of Kansas.

This Contract contains the entire understanding of the parties and may be amended or modified only in writing that has been executed by both parties hereto.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the parties have signed this Contract the day and year first mentioned above.

Mayor David Frese

ATTEST: _____
City Clerk

(SEAL)

IN WITNESS WHEREOF, the parties have signed this Contract the day and year first mentioned above.

Brett Waggoner
Western Consultants

(Summary Published in the Tonganoxie Mirror on _____, 2020)

ORDINANCE NO. ____

AN ORDINANCE CREATING NEW ARTICLE 5 (OFFENSES AGAINST PUBLIC HEALTH) OF CHAPTER XI (PUBLIC OFFENSES) WITH SECTIONS 11-501, 11-502, 11-503, AND 11-504, REQUIRING INDIVIDUALS TO WEAR MASKS OR OTHER FACE COVERINGS IN CERTAIN CIRCUMSTANCES; REQUIRING BUSINESSES AND ORGANIZATIONS TO REQUIRE ALL EMPLOYEES, CUSTOMERS, VISITORS, MEMBERS, OR MEMBERS OF THE PUBLIC TO WEAR A MASK OR OTHER FACE COVERING IN CERTAIN CIRCUMSTANCES; AND ESTABLISHING PENALTIES.

WHEREAS, the Governing Body of the City of Tonganoxie, Kansas (the "City") prioritizes the protection of the health, safety, welfare and economic well-being of residents and visitors of the City;

WHEREAS, the City is facing public health and economic crises due to the pandemic and public health emergency of COVID-19, which has resulted in illness, quarantines, school closures, and temporary closure of businesses, all of which has created lost wages and financial hardship;

WHEREAS, the United States Department of Health and Human Services declared a public health emergency for COVID-19 beginning January 27, 2020, with now more than 5,000,000 cases of the illness and more than 165,000 deaths as a result of the illness across the United States;

WHEREAS, the World Health Organization declared a pandemic on March 11, 2020;

WHEREAS, a State of Disaster Emergency was proclaimed for the State of Kansas on March 12, 2020;

WHEREAS, the numbers of COVID-19 cases, hospitalizations, and deaths continue to increase in Kansas and across the nation;

WHEREAS, this worrying trend of increased COVID-19 spread is a danger to the health and safety of residents and visitors to the City, and also presents a serious threat to reopening and reviving the City's economy;

WHEREAS, wearing a mask in public is one of the easiest and most effective ways to protect each other to prevent COVID-19 spread and to keep the City's K-12 schools and businesses open and the economy running;

WHEREAS, wearing a mask in public is not only safe and easy, but it is also necessary to avoid more restrictive local measures that could involve closing K-12 schools, businesses, organized youth sports, and other important activities;

WHEREAS, the City must remain flexible to account for the evolving nature and scope of the unprecedented public health emergency posed by COVID-19, while also simultaneously safely, strategically, and incrementally reopening business and facilitating economic recovery and revitalization;

WHEREAS, Article 12, § 5 of the Constitution of the State of Kansas (the "Home Rule") empowers cities to determine their local affairs and government and provides that such power and authority shall be liberally construed for the purpose of giving to cities the largest measure of self-government; and

WHEREAS, for the aforementioned and other reasons, the Governing Body of the City is acting pursuant to its Home Rule authority to provide for the health, safety, welfare and economic well-being of residents and visitors of the City by requiring that masks or other face coverings be worn as described in this Ordinance.

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

Section 1. A new Article 5 to Chapter XI of the Tonganoxie City Code, including new Sections 11-501, 11-502, 11-503, and 11-504, is hereby established to read as follows:

ARTICLE 5. OFFENSES AGAINST PUBLIC HEALTH

11-501. MASK OR OTHER FACE COVERINGS; DEFINITIONS.

The following words or phrases when used in this article shall have the following meanings:

- (a) "Mask or other face covering" means a covering of the nose and mouth that is secured to the head with ties, straps, or loops over the ears or is simply wrapped around the lower face. A mask or other face covering can be made of a variety of synthetic and natural fabrics, including cotton, silk, or linen. Ideally, a mask or other face covering has two or more layers. A mask or other face covering may be factory-made, sewn by hand, or can be improvised from household items such as scarfs, bandanas, t-shirts, sweatshirts, or towels.
- (b) "Public space" means any indoor or outdoor space or area that is open to the public; this does not include private residential property or private offices or workspaces that are not open to customers or public visitors.

11-502. MASK OR OTHER FACE COVERINGS REQUIRED; EXEMPTIONS.

- (a) All persons in the City shall cover their mouths and noses with masks or other face coverings when they are in the following situations:
 - (1) Inside, or in line to enter, any indoor public space;
 - (2) Obtaining services from the healthcare sector in settings, including but not limited to, a hospital, pharmacy, medical clinic, laboratory, physician or

- dental office, veterinary clinic, or blood bank, unless directed otherwise by an employee thereof or a health care provider;
- (3) Waiting for or riding on public transportation or while in a taxi, private car service, or ride-sharing vehicle; or,
 - (4) While outdoors in public spaces and unable to maintain a six foot (6') distance between individuals (not including individuals who reside together) with only infrequent or incidental moments of closer proximity.
- (b) The persons responsible for all businesses or organizations in the City must require all employees, customers, visitors, members, or members of the public to wear a mask or other face covering as follows:
- (1) Employees, when working in any space visited by customers or members of the public, regardless of whether anyone from the public is present at the time;
 - (2) Employees, when working in any space where food is prepared or packaged for sale or distribution to others;
 - (3) Employees, when working in or walking through common areas, such as hallways, stairways, elevators, and parking facilities;
 - (4) Customers, members, visitors, or members of the public, when in a facility managed by the business or organization; or
 - (5) Employees, when in any room or enclosed area where other people (except for individuals who reside together) are present and are unable to maintain a six foot (6') distance except for infrequent or incidental moments of closer proximity.
- (c) The following individuals are exempt from wearing masks or other face coverings in the situations described in subsections (a) and (b):
- (1) Persons age five (5) years or under—children age two (2) years and under in particular should not wear a face covering because of the risk of suffocation;
 - (2) Persons with a medical condition, mental health condition, or disability that prevents wearing a face covering—this includes persons with a medical condition for whom wearing a face covering could obstruct breathing or who are unconscious, incapacitated, or otherwise unable to remove a face covering without assistance;
 - (3) Persons who are deaf or hard of hearing, or communicating with a person who is deaf or hard of hearing, where the ability to see the mouth is essential for communication;

- (4) Persons for whom wearing a face covering would create a risk to the person related to their work, as determined by local, state, or federal regulators or workplace safety guidelines;
 - (5) Persons who are obtaining a service involving the nose or face for which temporary removal of the face covering is necessary to perform the service;
 - (6) Persons who are seated at a restaurant or other establishment that offers food or beverage service, while they are eating or drinking, provided they maintain a six foot (6') distance between individuals (not including individuals who reside together or are seated together) with only infrequent or incidental moments of closer proximity;
 - (7) Athletes who are engaged in an organized sports activity that allows athletes to maintain a six foot (6') distance from others with only infrequent or incidental moments of closer proximity;
 - (8) Persons who are engaged in an activity that a professional or recreational association, regulatory entity, medical association, or other public-health-oriented entity has determined cannot be safely conducted while wearing a mask or other face covering;
 - (9) Persons engaged in a court-related proceeding held or managed by the Kansas Judiciary;
 - (10) Persons engaged in public safety, first responder, fire, public health, or other medication operations or services where the wearing of a mask is not practicable under the given circumstances; and
 - (11) Persons engaged in any lawful activity during which wearing a mask or other face covering is prohibited by law.
- (d) It shall be an affirmative defense to any prosecution under subsection (a) or (b) that the person in violation is an individual listed under subsection (c).

11-503. MASK OR OTHER FACE COVERINGS; PENALTIES; ENFORCEMENT.

- (a) A violation of any provision of Section 11-502 shall be punished as follows:
- (1) For a first conviction, the person shall be punished with a fine of \$5.
 - (2) For a second conviction, the person shall be punished with a fine of \$10.
 - (3) For a third or subsequent conviction, the person shall be punished by a fine of \$20.

- (b) The person responsible for any business or organization that does not comply with Section 11-502(b) includes a sole proprietor, or any officer, partner, member, manager, director, or other supervisor for the business or organization, who may be held jointly and severally responsible for such violation with respect to any enforcement of the violation.

11-504. MASK OR OTHER FACE COVERINGS; EFFECTIVE TERM.

The provisions of Sections 11-501 through 11-504 of the Tonganoxie City Code shall be in effect until 11:59 p.m. on _____, 2020, unless further extended by ordinance of the Governing Body.

Section 2. This Ordinance shall take effect after its passage and publication as provided by law.

[Remainder of page intentionally left blank; signature page follows.]

PASSED by the Governing Body and **APPROVED** by the Mayor this _____ day of _____, 2020.

SEAL

David Frese, Mayor

ATTEST:

Daniel Porter, Acting City Clerk

APPROVED AS TO FORM:

Anna M. Krstulic, City Attorney



Office of the City Manager
AGENDA STATEMENT

DATE: August 17, 2020
To: Honorable Mayor David Frese and Members of the City Council
FROM: John Zimbelman, Fire Chief
SUBJECT: Review Grant Opportunity with the FEMA Assistance to Firefighters Program

DISCUSSION:

Staff will present information about an upcoming grant opportunity that the Fire Department will be eligible to pursue, including the anticipated submittal and information about the grant program. Some relevant information about the program is listed below.

Program Overview

The Fiscal Year (FY) 2020 Assistance to Firefighters Grant Program – COVID-19 Supplemental (AFG-S) is a supplemental funding opportunity under the Assistance to Firefighters Grant Program (AFG). AFG is one of three grant programs that constitute the Department of Homeland Security (DHS) Federal Emergency Management Agency's (FEMA) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The AFG-S Program accomplishes this by providing financial assistance directly to eligible fire departments for critical Personal Protective Equipment and supplies needed to prevent, prepare for, and respond to the COVID-19 public health emergency.

Potential Cost Share or Match Required

In general, eligible applicants shall agree to make available non-federal funds to carry out an AFG-S award in an amount equal to and not less than 15 percent of the grant awarded. Exceptions to this general requirement apply to entities serving smaller communities as follows:

- When serving a jurisdiction of 20,000 residents or fewer, the applicant shall agree to make available non-federal funds in an amount equal to not less than 5 percent of the grant awarded.

ACTION NEEDED:

No action necessary at this time.

ATTACHMENTS:

None

TEMPORARY LICENSE AGREEMENT

THIS TEMPORARY LICENSE AGREEMENT (this "Agreement") is entered into as of the ____ day of _____, 2020 by and between the City of Tonganoxie, Kansas (the "City") and the Tonganoxie Recreation Commission ("TRC").

RECITALS:

A. TRC promotes hunter safety and provides a Hunter Safety Course on an annual basis within the City.

B. TRC wishes to utilize the City's maintenance shop and shooting range (the "Public Facilities") for the Hunter Safety Course.

C. On March 17, 2020, the City closed public access to all City facilities due to the COVID-19 pandemic.

D. TRC has requested, and the City is willing to grant, a temporary license to allow TRC to use the Public Facilities for the Hunter Safety Course upon the conditions set forth in this Agreement.

In consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which the City and TRC each hereby acknowledge, the City and TRC agree as follows:

AGREEMENT

1. Grant of License. The City hereby grants TRC and its invitees a temporary, non-exclusive, revocable license (the "Temporary License") to use the Public Facilities from _____ to _____ on September 19, 2020 and October 17, 2020. TRC and its invitees may use the Temporary License only for such purposes as may be necessary or useful in connection with the Hunter Safety Course and will make no other use of the Public Facilities without the prior written consent of the City. TRC shall not use the Temporary License in a manner that may unreasonably impede normal day-to-day use of or access to the Public Facilities by the City. TRC shall cause the Hunter Safety Course to be conducted in a safe manner, in compliance with all applicable governmental laws and regulations, and in accordance with the following conditions (collectively, the "Use Conditions"):

- (a) Each class shall be limited to no more than twelve (12) persons;
- (b) All persons shall wear face masks at all times;
- (c) All persons shall be screened prior to entry, including checking temperature, asking about COVID-19 symptoms (fever, cough, shortness of breath, chills, runny nose, head/body aches, sore throat, nausea/vomiting, sudden loss of taste/smell, diarrhea, etc.), and ensuring proper face masks;
- (d) All persons shall maintain at least six feet (6') distance from other persons;

(e) All persons shall practice good hand hygiene, as recommended by the Centers for Disease Control ("CDC"); and

(f) TRC shall clean and disinfect all surfaces touched by persons in attendance in accordance with CDC guidelines and using disinfectants approved for use against COVID-19 by the Environmental Protection Agency. At a minimum, TRC shall complete such cleaning and disinfection following completion of each Hunter Safety Course.

2. Indemnification. TRC shall indemnify, defend (with counsel approved by the City in its reasonable discretion) and hold the City and its agents, officials, officers and employees harmless from and against any and all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees arising from TRC's use of the Temporary License, including, but not limited to, claims for personal injury and property damage, except to the extent any such liabilities arise solely from the gross negligence or willful misconduct of the City. This paragraph shall survive the termination of this Agreement.

3. Insurance. TRC shall procure and maintain general liability insurance provided on an occurrence basis with limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate annually, provided on a standard form, to include without limitation insured contract coverage encompassing the defense and indemnity obligations of Section 2 above arising from bodily injury and property damage. TRC shall provide the City with certificates evidencing such required coverage prior to accessing the Public Facilities. TRC's liability under this Agreement shall in no way be limited by the amount of insurance recovery or the amount of insurance in force or available or required by any provisions of this Agreement. TRC shall report any personal injuries or property damage arising out of or in any way connected with the Temporary License to the City Manager or his/her designee, in writing and as soon as practicable.

4. Licenses, Permits and Approvals. TRC represents and warrants that it will obtain and maintain all licenses, permits and approvals necessary for the activities it intends to conduct at the Public Facilities and provide copies of the same to the City prior to conducting such activities and that it will comply with all laws, rules, and regulations applicable to such activities.

5. Waiver. TRC waives any right of recovery against the City, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with the Temporary License, even if the City, its officers, employees, or agents seek recovery against TRC.

6. No Assignment. TRC shall not assign this Agreement.

7. Termination. This Agreement and the Temporary License may be terminated at any time by the City, in its sole discretion.

8. Entire Agreement. This Agreement contains the entire understanding between the parties with respect to its subject matter, and supersedes all other prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained in this Agreement. The express terms of this Agreement control and

supersede any course of performance and usage of the trade inconsistent with any of its terms. This Agreement may not be modified or amended other than by agreement in writing and signed by the parties.

9. Voluntary Agreement. The parties acknowledge that they have read this Agreement, have had the opportunity to consult with their own attorneys prior to executing it, and that they have fully understood this Agreement. This Agreement has been executed by persons having full power and authority to bind the named signatories.

[Remainder of page intentionally left blank; signature pages follow.]

The parties have executed this Agreement as of the day and year first above written.

CITY:

City of Tonganoxie, Kansas

By: _____
George Brajkovic, City Manager

The parties have executed this Agreement as of the day and year first above written.

TRC:

Tonganoxie Recreation Commission

By: _____

Name: _____

Title: _____



Office of the City Manager
AGENDA STATEMENT

DATE: August 17, 2020
To: Honorable Mayor David Frese and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: Resolution 08-20-02: Contract 20-CV-120 with Dept of Commerce and Electronic Transfer Forms for CDBG-CV Grant

DISCUSSION:

Following an announcement on May 11, 2020, the City of Tonganoxie corresponded with local businesses to gauge interest in a newly created form of aid in the form of economic development and meal program grants utilizing funding provided via the City and through the Kansas Department of Commerce – CDBG. Non-entitlement cities were permitted to apply for up to \$300,000 in aid, which was to be distributed on a first come, first serve basis. Qualifications included that a business must have a specific number of employees at or below what is considered low to moderate income (LMI) levels. For businesses with 1-5 qualified FTEs, “micro-grants” up to \$30,000 were possible and businesses with 6-50 qualified FTEs were able to receive “economic development grants” up to \$50,000.

Interest was initially indicated by four local businesses which could qualify for up to a total amount of \$135,000 in grants, and the City published notice of public hearing with that funding assumption. Following the notice but prior to the public hearing on June 1, 2020 two additional businesses expressed interest in the opportunity. If awarded, these additional businesses will necessarily diminish the level of funds available to the original four interested businesses.

Following the public hearing on June 1, 2020, the City submitted a complete application to the Department of Commerce with the aid of Western Consultants, LLC DBA GAS. The City Council approved a contract with Western Consultants on June 1, 2020 to aid in writing the City’s application and with subsequent grant administration. The fee for grant administration, up to \$6,425, represents the City’s financial commitment or contribution to the project. The requested CDBG funds for the project were \$135,000, or 95.5% of the total cost of the project.

While not included in the first round of announced funding awards in early June, on July 23, 2020 the Department of Commerce announced that the City of Tonganoxie’s application was partially approved with an award amount of \$59,400. One of the first steps in moving forward with the project includes approval of the attached contract for Grant Agreement No. 20-CV-120 with the Kansas Department of Commerce.

BUDGET IMPACT:

\$6,425 is the total projected contribution of the City towards the project. Adequate budget authority is available for this expenditure.

ACTION NEEDED:

Make a motion to approve Resolution 08-20-02, approving and authorizing the execution of the State of Kansas Grant Agreement No. 20-CV-120 between the City of Tonganoxie, Kansas and the State of Kansas Department of Commerce and authorizing execution of related Electronic Transfer Forms for the 2020 CDBG-CV Project.

ATTACHMENTS:

Resolution 08-20-02: Contract 20-CV-120 with the Kansas Department of Commerce and Associated Electronic Transfer Forms for a CDBG Urgent Need Grant

cc: George Brajkovic, City Manager

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



Phone: (785) 296-3481
Fax: (785) 296-5055
KansasCommerce.gov

David C. Toland, Secretary

Laura Kelly, Governor

July 23, 2020

The Honorable David Frese
Mayor, City of Tonganoxie
526 East 4th Street
Tonganoxie, KS 66086-0326

RE: Grant No. 20-CV-120

Dear Mayor Frese:

On behalf of Governor Laura Kelly and the state of Kansas, I am pleased to award the City of Tonganoxie a Community Development Block Grant-CV of \$59,400 through the Kansas Small Cities Community Development Block Grant Coronavirus Supplement program, administered by the Kansas Department of Commerce Community Development Division.

A member of the Department of Commerce team will be contacting you to outline the necessary steps for completing the grant agreement between the City and the state of Kansas. This award is contingent upon successful completion of these steps.

The Community Development Block Grant program has been successful in meeting community needs for more than 30 years. This round includes approximately \$7 million in funding made possible through the Coronavirus Aid, Relief, and Economic Security (CARES) Act. Congratulations on developing a fine project that will help your community recover and rebuild.

Sincerely,

A handwritten signature in black ink that reads "David C. Toland". The signature is written in a cursive style.

David Toland
Secretary of Commerce

RESOLUTION NO. 08-20-02

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE STATE OF KANSAS GRANT AGREEMENT NO. 20-CV-120 BETWEEN THE STATE OF KANSAS DEPARTMENT OF COMMERCE AND THE CITY OF TONGANOXIE, KANSAS, AND AUTHORIZING EXECUTION OF RELATED ELECTRONIC TRANSFER FORMS FOR THE CDBG-CV GRANT.

WHEREAS, on March 27, 2020, the President of the United States signed into law the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136 (the “CARES Act”), which, among other things, provided funding for the 2020 Small Cities Community Development Block Grant, CDBG-CV grants (the “CDBG-CV Grant”);

WHEREAS, the City of Tonganoxie, Kansas (the “City”) submitted an application to the Kansas Department of Commerce (“Commerce”) to request CDBG-CV Grant funds to help local small businesses with addressing the health and economic challenges related to COVID-19, including working capital, inventory, wages, utilities, allowable administration and other eligible expenses (the “Project”);

WHEREAS, Commerce has awarded a CDBG-CV Grant in the amount of Fifty-Nine Thousand Four Hundred Dollars (\$59,400) to the City for the Project;

WHEREAS, the Project would promote the public good, health, and welfare within the City; and

WHEREAS, the Governing Body has determined that it is advisable to enter into the State of Kansas Grant Agreement No. 20-CV-120, attached hereto as **Exhibit A** (the “Grant Agreement”), with Commerce; and

WHEREAS, the Governing Body has determined that it is advisable to execute the electronic transfer forms required by Commerce for the CDBG-CV Grant, attached hereto as **Exhibit B**.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF TONGANOXIE, KANSAS:

Section 1. That the Governing Body hereby approves the Grant Agreement in substantially the form attached hereto.

Section 2. That the Mayor is hereby authorized to execute in the name of the City, the Grant Agreement and electronic transfer forms required by Commerce. The City Manager is hereby authorized to execute in the name of the City any documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 3. This Resolution shall be effective upon adoption by the Governing Body.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF TONGANOXIE, KANSAS, AND APPROVED BY THE MAYOR ON THIS 17th DAY OF AUGUST, 2020.

SEAL

David Frese, Mayor

ATTEST:

Daniel Porter, Acting City Clerk

EXHIBIT A

STATE OF KANSAS GRANT AGREEMENT NO. 20-CV-120

[Attached.]

EXHIBIT B

ELECTRONIC TRANSFER FORMS FOR CDBG-CV GRANT

[Attached.]

STATE OF KANSAS
GRANT AGREEMENT NO. **20-CV-120**
between the
STATE OF KANSAS
DEPARTMENT OF COMMERCE
and the
City of Tonganoxie

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 Tonganoxie**, 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 **AUGUST 1, 2020**, hereinafter called the "Commencement Date," and shall be complete on **JULY 31, 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 **\$59,400** 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 **\$6,425** 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 **\$59,400**. 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 Tonganoxie 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 **JULY 23, 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 **JULY 31, 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 **OCTOBER 31, 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.