

**LOUISBURG CITY COUNCIL  
REGULAR MEETING  
JUNE 15, 2020  
6:30 P.M.**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. CONSENT AGENDA
  - A. Adopt Agenda
4. Approval of Minutes of the Regular Meeting June 1, 2020
  - C. Approval of the Bills
5. RECOGNITION OF SCHEDULED VISITOR
  - A. Renee Deering (112 S. 16<sup>th</sup> Terrace)
6. PUBLIC COMMENTS: Persons who wish to address the Mayor and City Council regarding items not on the agenda may do so at this time. Speakers will be limited to three (3) minutes. Any presentation is for informational purposes only.
7. DEPARTMENT REPORTS
8. CITY ATTORNEY'S REPORT
9. MAYOR'S REPORT
10. ADMINISTRATOR'S REPORT
  - A. Wastewater Treatment Plant – Project Contingency Allowance Increase Recommendation
  - B. Zone Change for 405 S. 3<sup>rd</sup> Street
  - C. Special Use Permit – Automotive Light Maintenance Shop – 601 S. Metcalf Rd.
  - D. Building Codes Updates
  - E. New Street Lights
  - F. Request for Qualifications – N. Broadway Sidewalk
  - G. CDBG-CV Contract and Document Approval
11. COUNCIL/COMMISSION REPORTS
12. ADJOURNMENT

**CITY OF LOUISBURG, KANSAS  
MINUTES OF REGULAR MEETING  
JUNE 1, 2020**

The Council of the City of Louisburg, Kansas met at 6:30 p.m. in regular session in the City Hall Council Chambers. Mayor Marty Southard presiding.

Council Members Steve Town, Kalee Smith, Sandy Harris, Donna Cook, Thorvald McKiernan  
City Administrator Nathan Law  
City Clerk Traci Storey  
City Attorney Kelly Stohs  
Police Chief Tim Bauer  
Fire Chief Gerald Rittinghouse  
Communications Coordinator Jean Carder  
Public Works Supervisor Craig Hufferd  
Press  
Visitors Janet McRae

**PLEDGE OF ALLEGIANCE**

Councilmember Steve Town led the pledge of allegiance.

**APPROVAL OF CONSENT AGENDA**

Councilmember Kalee Smith would like to add 30 minute executive session to discuss a non-elected personnel matter at the end of the meeting. Councilmember Sandy Harris seconded, motion carried 5-0. Councilmember Sandy Harris would like to see a correction on the minutes from the Special Meeting, regarding his statement of voting no to open the pool. City Clerk Traci Storey said she would listen to the audio of the meeting and amend accordingly. Councilmember Cook asked a question regarding the bills list. Councilmember Sandy Harris moved, seconded by Councilmember Thorvald McKiernan and carried 5-0, to approve the consent agenda to include adoption of the agenda, approval of the regular meeting minutes from May 18, 2020, approval of the special meeting minutes from May 26, 2020 with the changes, and bills list.

**VISITORS**

None

## **PUBLIC COMMENTS**

None

## **DEPARTMENT REPORTS**

**Fire Department:** Fire Chief Gerald Rittinghouse said the ISO Rating has changed from a four to a three. This great rating will help keep local property insurance rates low for property owners. They have also extended the radius from 5 miles to 7. Some areas of the rural fire district moved from 9 to a 6 rating. The new rates will show in September. Chief Rittinghouse said we are in the top 7.5% for the State of Kansas. City Administrator Law thanked Chief Rittinghouse and everyone involved in helping get to this lowered rating, emphasizing how impressive a score like this is.

**Police Department:** Police Chief Tim Bauer said he has been working to fill a full-time police officer position with a qualified candidate to serve the Louisburg community. Lee Stevens, a part-time officer, would like to transition to a full-time officer and continue his law enforcement career full-time with our agency. Stevens would not have to attend the Academy. Councilmembers had discussion. Councilmember Kalee Smith moved, seconded by Councilmember Donna Cook and carried 5-0, to hire Lee Stevens as a full-time officer with a pay scale grade 3-7B.

**Public Works:** Public Works Supervisor Craig Hufferd gave an update on the pool. The pool should be full and chemicals added on Wednesday. We are right on track for the pool opening on June 12.

Councilmember Cook said Hufferd should call Sam Cook regarding the seeding of his property. He will probably want to wait until fall to seed, Cook said.

City Administrator Nathan Law stated the Freedom Fest Committee has determined there will the 4<sup>th</sup> of July Freedom Fest will not have activities this year, but there will be fireworks on that date if the Fire Department has enough volunteers to run the display. The Fire Department has determined they will have enough volunteers to help with the event.

## **CITY ATTORNEY'S REPORT**

None

## **MAYOR'S REPORT**

**Kansas Business Appreciation Month Proclamation:** Mayor Marty Southard presented a proclamation that proclaims the month of June as Kansas Business Appreciation Month. Councilmember Sandy Harris moved, seconded by Councilmember Thorvald McKiernan and carried 5-0, to have Mayor Southard sign the proclamation.

## **ADMINISTRATOR'S REPORT**

**Stormwater Engineering RFQ Submittals:** City Administrator Nathan Law presented the scoring results from five governing body members for the Stormwater Engineering project.

Affinis – 8.44  
MHS -7.86  
BHC Rhodes -8.24  
Olsson – 8.38  
RIC – 7.76

Councilmember Smith said she liked Olsson since they did a good job on the stormwater plan and previous stormwater project. Councilmember McKiernan said Olsson's work was outstanding. Councilmember Harris asked if this was based on proposal cost. Administrator Law said no, the scoring is based on qualifications. Councilmembers had discussion. Councilmember Kalee Smith moved, seconded by Councilmember Thorvald McKiernan and carried 5-0, to accept the RFQ from Olsson.

**Amity Trail RFQ Submittals:** Administrator Law presented the scoring results from five governing body members for the Amity Trail project.

Affinis – 8.76  
BHC Rhodes – 8.59  
CFS Engineering – 8.36  
GBA – 8.10  
MHS – 8.30  
McClure – 8.14  
RIC – 8.11  
SKDG – 8.64

Councilmember Cook said she liked how 3 of the companies gave alternative solutions. Cook would like to go with one of these. Administrator Law said they all have great qualifications. Councilmember Harris asked if for future projects weighting of criteria can be better explained. Administrator Law said that will be part of future RFQ/RFP presentations to Council for approval of the process before being sent out. Councilmember McKiernan said the scores are very close between the two highest ranked submittals. Councilmembers had discussion. Councilmember McKiernan moved, seconded by Councilmember Steve Town and carried 5-0, to select SK Design Group for the trail project.

**Miami County Economic Development Strategic Plan:** Provided to Councilmembers directly on May 22 was a copy of the executive summary of the Miami County Economic Development Strategic Plan. This summary document shows in brief the information included in the full strategic plan. County Commissioners met and received the strategic plan, opting to delay taking action until after they receive input from cities regarding the plan's direction.

Attached for Council consideration is a draft resolution of support for the Miami County Economic Development Strategic Plan, encouraging the Miami County Commission to support and regularly review and act on the contents thereof.

Councilmember Cook asked what phase are we in right now. Administrator Law said we are in phase one. Miami County Economic Development Director Janet McRae said this is being presented to the County, Schools, Chambers and many other agencies. Councilmember Cook said it sounds great. Councilmember Cook moved, seconded by Councilmember Steve Town and carried 5-0, to accept Resolution 6-1-2020, for the Miami County Economic Development Strategic Plan.

## **COUNCIL REPORTS**

**Councilmember McKiernan:** Councilmember McKiernan asked how pool passes were going. Law said this was the first day and so far everything is fine.

McKiernan said we should be careful when getting RFQs when some of the people on staff that involved with city government, there may be an appearance of wrongdoing. Administrator Law said staff agrees with the care needed in regard to an image of impropriety and that staff removes all possible bias when reviewing submittals, focusing only on stated criteria when scoring.

**Councilmember Harris:** Councilmember Harris expressed his concerns regarding the silt getting into the north end of the Lake. Councilmember Smith asked what the plans in that area are. Law said the property owners have been contacted and plan on getting the erosion under control.

Councilmember Harris said since Danford has added the second entrance, there are more children in the area. He would like to see a pedestrian crosswalk painted at both crossings at the intersection of Lakeview Drive and Broadmoor Drive that proceeds to the Broadmoor Elementary School property. Councilmembers had discussion. Administrator Law said that if Council would like to paint a crosswalk that could be done. Councilmember Sandy Harris moved, seconded by Councilmember Kalee Smith. Councilmember Town asked if that could be tied into the east and west across Lakeview Drive as well. Councilmember Harris amended his motion. Councilmember Harris moved and to add another crosswalk to the east and west across Lakeview Drive. Councilmember Kalee Smith seconded and carried 5-0.

Councilmember Harris said east of his house on Danford and Shoreline he would like to see a three-way stop. Administrator Law said that would be something Chief Bauer would look at and bring back to the Council.

Harris asked if Bike across Kansas is still going on. Janet McRae from the audience said it has been cancelled.

**Councilmember Smith:** Councilmember Kalee Smith asked if the Parks and Fox Hall were back open. Law said signs were replaced today for the Park playground equipment cautioning use due to lack of cleaning and sanitizing, and Fox Hall is starting to take reservations.

**Councilmember Town:** Councilmember Steve Town said the trees need to be trimmed at North 3<sup>rd</sup> and Broadway. Town asked if the fishing derby was cancelled this year. Law said yes it was cancelled by the individuals that run that event each year.

**Councilmember McKiernan:** Councilmember Thorvald McKiernan said the wastewater treatment plant contractors are doing a great job on erosion control. McKiernan said he would hope the local contractors would do the same.

Councilmember Harris asked about the area next to Napa. Administrator Law said it is being filled in following installation of engineered stormwater infrastructure extension.

**Councilmember Cook:** Councilmember Donna Cook asked if the Farmer's Market was going to open this year. Law said yes they are taking extra measures on keeping everyone safe. Cook said the speed limit on N. 9<sup>th</sup> is 20 mph, which also has a deaf child playing sign. This sign has been up for over 20 years and asked if the family still lives in the area. Law said he would look into it.

### **EXECUTIVE SESSION**

Councilmembers recessed into executive session at 7:17 p.m. and reconvened in regular session at 7:47 p.m.

### **REGULAR SESSION**

No action was taken as a result of the executive session.

### **ADJOURNMENT**

At 7:47 p.m. Councilmember Kalee Smith moved, seconded by Councilmember Donna Cook and carried 5-0, to adjourn the meeting.

Approved:

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Marty Southard, Mayor

Attest:

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Traci Storey, City Clerk

**BILLS TO BE APPROVED 06/15/2020**

<b>VENDOR</b>	<b>AMOUNT</b>	<b>DEPARTMENT</b>
ADVANCED ASPHALT PAVING	\$183,867.06	LY YOUNG AND VARIOUS PATCHING
ADWELL LYNDA	\$500.00	FLIP GRANT
ANDERSON EMMETT & PAMELA	\$500.00	EASEMENT - SEWER CAPITAL
CLEAR IMAGE	\$95.00	WINDOW CLEANING - ADMIN
CROSSLAND HEAVY CONTRACTORS	\$832,243.90	WWTP PROJECT C20-2010-01
DELTA DENTAL OF KANSAS	\$2,221.01	INSURANCE - ALL
DIRECTV	\$389.77	TV - FIRE
EMC INSURANCE COMPANIES	\$7.66	WC - ADMIN
FAMILY CENTER OF PAOLA	\$394.27	SUPPLIES - PWD, PUA
G.K. SMITH & SONS, INC.	\$405.70	AC SERVICES - ADMIN
GALLS INCORPORATED	\$109.98	UNIFORMS - POLICE
GOODMAN MICKEY	\$183.94	REIMBURSEMENT - PWD
GRAINGER W.W.INC	\$30.72	PUA - SUPPLIES
HARDING DREW & GENTRY	\$500.00	FLIP GRANT
HICKEY, KRAIG	\$200.00	MONTHLY STIPEND - CEMETERY
HIGH SPEED MOWING	\$490.00	MOWING VIOLATIONS - BZ
HOME DEPOT CRC	\$401.27	EQUIPMENT, SUPPLIES - PWD
JOHN DEERE FINANCIAL	\$2,563.19	EQUIPMENT, SUPPLIES - PWD
KANSAS MUNICIPAL GAS	\$9,315.57	GAS
KANSAS ONE CALL SYSTEM	\$12.00	LOCATES - PUA
KANSAS STATE TREASURER	\$24.50	MAY COURT COLLECTIONS
KIEFER SWIM PRODUCTS	\$733.00	LIFEGUARD EQUIPMENT - POOL
KS EMPLOYMENT SECURITY FUND	\$33.23	STATE UNEMPLOYMENT TAX - ALL
LAMP, RYNERSON & ASSOC.	\$27,600.00	WWTP - SEWER CAPITAL
LINN COUNTY NEWS	\$235.20	AD - POLICE
LOUISBURG MUNICIPAL UTILITIES	\$2,288.01	MUNICIPAL UTILITIES
MAYFAIR CLEANERS	\$131.20	UNIFORM CLEANING - POLICE
MCI	\$76.34	TELEPHONE - ALL
MIAMI COUNTY NEWSPAPERS	\$160.00	CLASSIFIED AD - POLICE
NAPA AUTO PARTS	\$519.93	SUPPLIES - FIRE, PWD
OADES BROTHERS TIRE	\$738.40	TIRES AND SERVICES - POLICE
O'REILLY AUTO PARTS	\$884.25	EQUIPMENT, SUPPLIES - FIRE,PWD
PARTNERS PRINT & COPY INC	\$139.22	SUPPLIES, SHIPPING - ALL
PEREGRINE CORP.	\$908.34	UTILITY BILLING - GS, SW, WT
PRICE BUSINESS ENTERPRISE	\$856.73	IT SERVICES - ADMIN
PRICE CHOPPER	\$194.35	SUPPLIES - ALL
QUILL	\$151.76	OFFICE SUPPLIES - ADMIN
RURAL WATER DISTRICT #2	\$29.51	WATER - PARKS
SI FUNERAL SERVICES	\$725.00	OPEN AND CLOSE SERVICES
SUMNER ONE	\$114.88	COPY SERVICES - POLICE
THE OTTAWA HERALD	\$227.50	AD - POLICE
THOMPSON KYLE & JEN	\$500.00	FLIP GRANT
TRAFFIC CONTROL CORP	\$224.00	TRAFFIC LIGHT - STREETS
USA BLUE BOOK	\$462.05	EQUIPMENT - PUA
VERIZON	\$1,243.31	CELLULAR - ALL
VISA	\$5,418.16	EQUIPMENT, SUPPLIES - ALL
WASTE MANAGEMENT	\$388.52	TRASH SERVICES - ALL
	\$1,079,438.43	

# Memo

To: Louisburg Governing Body

From: Nathan Law

Date: June 12, 2020

Re: Wastewater Treatment Plant – Project Contingency Allowance Increase Recommendation

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Background: Staff has been in conversation with project/construction engineers regarding the current use and remaining balance of contingency allowance and testing allowance, as well as current and estimated number of days allowed for delays. Attached with this memorandum is the recommendation of Lamp Rynearson. A representative with Lamp Rynearson will be in attendance to answer questions Council may have regarding this request.

Financial: Included within the attached letter.

Legal: None.

Recommendation: Discuss the request presented by Lamp Rynearson and consider authorizing the allowance increases as presented in the letter.

June 9, 2020

Mr. Nathan Law  
City of Louisburg, KS  
215 S Broadway Street  
Louisburg, KS 66053

9001 State Line Rd., Ste. 200  
Kansas City, MO 64114  
[P] 816.361.0440  
[F] 816.361.0045  
LampRynearson.com

RE: Project Contingency Allowance Increase Recommendation

Nathan,

Attached is a summary of approved changes that have been applied to the \$150,000 Contingency Allowance for the Wastewater Treatment Plant Section 1 as of June 9<sup>th</sup>. At this time, \$128,667 has been approved and the allowance balance is \$21,333. In addition, the Testing Allowance of \$45,000 has a balance of \$2,059.

Over half of the Contingency Allowance to date, approximately \$70,000, was for the entry drive relocation to avoid the high-pressure gas lines. Before the drive is completed for the City's use, between \$55,000 to \$65,000 will be required for final subgrade preparation and asphalt. Due to the drive, additional Contingency Allowance is needed to finish out the project. The addition of \$25,000 towards the testing allowance is also recommended. This addition will provide additional assurances that the concrete and soil is suitable for construction.

At this time, we recommend completing a Change Order to increase the Contingency Allowance by \$150,000 and the testing allowance by \$25,000 increasing the project upper limit to \$10,634,000. This increase is adequate to finish the project and any unused allowances will be credited back to the City. KDHE has communicated that a Change Order to increase the allowances will be approved. In addition, we recommend including an extension of 85 calendar days for delays associated with the entry drive, excavation and weather days in the Change Order which would result in a substantial completion date of September 30, 2020.

Sincerely,



Jon C. Shellhorn, P.E.  
LAMP RYNEARSON

Attachment: Authorization Allowance Summary Table

### Authorization Allowance Summary Table

Change Order No.	Item	Item Cost	Day Impact
1	North Access Road	\$ 69,595.00	21
2	Mud Mats	\$ 11,030.00	
3	Addition of VFDs	\$ 4,325.00	
4	Voided		
5	Mud Valve SS Stems	\$ 4,770.00	
6	Air Compressor Upgrade	\$ 1,888.00	
7	Extension Bonnet	\$ 2,117.00	
8	Influent PS Mud Mats	\$ 3,758.00	
9	Control Building Excavation	\$ 19,425.00	5
10	North Pump Station Primary Reroute	\$ 7,697.00	
11	Aeration Equipment Coating	\$ 2,173.00	
12	RAS/WAS Discharge Elbow Pad	\$ 1,889.00	
13	Weather Delays	\$ -	59
<b>Total</b>		<b>\$ 128,667.00</b>	<b>85</b>

# Memo

**To:** Louisburg Governing Body

**From:** Nathan Law

**Date:** June 12, 2020

**Re:** Zone Change for 405 S. 3<sup>rd</sup> Street

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Background: The Planning Commission discussed a proposed zone change for property located at 405 S. 3<sup>rd</sup> Street – owned by Kimberly Hall (Bungalow Boutique) – at its regular meeting May 27, 2020. The proposed rezone is from C-2 – Central Business District designation to R-1 – Single Family Dwelling District.

Rezoning is a process that requires a public hearing. A public hearing notice was published in the Miami County Republic May 6, 2020 and all property owners within a 200-foot radius were given direct notification of the same. Planning Commission is tasked with making a recommendation of approval, or otherwise, of such rezoning to Council for final approval.

During the hearing no public comment was received. Following closing of the hearing and after taking into consideration what Commission felt were the facts of the request, Planning Commission voted unanimously to approve the rezone request and recommend City Council consider the same.

Financial: All necessary fees for the application process and all other associated costs have been paid.

Legal: Council approval is required.

Recommendation: Approve the attached ordinance for 20002-Z (Rezone) for property located at 405 S. 3<sup>rd</sup> Street.

**ORDINANCE NO. \_\_\_\_**

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICT OF CERTAIN LANDS LOCATED IN THE CITY OF LOUISBURG, KANSAS UNDER THE AUTHORITY GRANTED BY THE CITY OF LOUISBURG, KANSAS, CITY ZONING REGULATIONS OF 2010 ADOPTED BY ORDINANCE 987, AS AMENDED, OF THE CITY OF LOUISBURG, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LOUISBURG, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under the authority and subject to the provisions of the City of Louisburg, Kansas, City Zoning Regulations of 2010 as amended, the zoning classification or districts of lands legally described hereby are changed as follows:

**CASE NO. 20002-Z**

Zoning change from “C-2” Central Business District to “R-1” Single-Family Residential District for the property commonly known as 405 South 3<sup>rd</sup> Street, Louisburg, Kansas and is legally described as follows:

Lots Seven (7) and Eight (8), Block Twenty-seven (27) in the City of Louisburg, in Miami County, Kansas, as shown on the recorded plat thereof.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the “Official Zoning Map” previously adopted by reference, and said official zoning map is hereby incorporated as a part of the Zoning Regulations as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption by the Governing Body of the City of Louisburg, Kansas and publication in the official City newspaper.

PASSED and approved by the Governing Body this \_\_\_\_ day of June, 2020.

ATTEST:

\_\_\_\_\_  
Traci Storey, City Clerk

\_\_\_\_\_  
Marty Southard, Mayor

(SEAL)

# Memo

**To:** : Louisburg Governing Body

**From:** : Nathan Law

**Date:** : June 12, 2020

**Re:** : Special Use Permit – Automotive Light Maintenance Shop – 601 S. Metcalf Road

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Background: The Planning Commission has discussed this proposed Special Use Permit, of which the resulting recommendation requires City Council confirmation and approval by ordinance. For this item/discussion the appropriate public hearing process was followed, with a hearing notice published on May 6, 2020 and the hearing having been held on May 27, 2020. All property owners within a 200-foot radius were given direct notification of the same. During the hearing no public comment was received. The Planning Commission recommends Council approve the following request for Special Use Permit:

Case No. 20001-SUP – Property located at 601 S. Metcalf Road, Suite 400. Provisions for this use are found in City of Louisburg Zoning Regulations of 2010, as amended by City Ordinance 1023, Section 509, Paragraph 7. This SUP is to allow for the operation of an Automotive Light Maintenance Shop, subject to the following stipulations:

1. Signage – Business owner shall update existing signage to advertise new establishment. All updates shall be limited to the same square footage of existing signage. Additional signage shall require a permit and meet the requirements outlined in the City Zoning Regulations.
2. Trash Containers – Business owner shall use existing shared trash containers located on the property. Additional trash containers may require enclosures to be installed. Please consult Zoning Department prior to installing additional trash containers.
3. Outdoor Storage – Outdoor storage shall be kept to a minimum. Vehicles parked outdoors shall not be junked or in a state that creates an eyesore. The number of vehicles shall be limited to the parking stalls outlined within the lease agreement. No equipment or parts shall be stored outdoors for any amount of time.
4. Solid or Semi-solid fencing – The Planning Commission has determined additional screening along South Metcalf Road is not required. The existing chain-link fence is sufficient.
5. Outdoor Lighting – All changes associated to outdoor lighting shall be approved by the Zoning Department and/or Planning Commission.

6. Business Expansion – Changes to this Special Use Permit to include expansion will require Planning Commission Review. Examples include:
- Business owner leases additional units
  - Business owner begins to use rear of building (East side) for storage. In this case screening may be required.
  - Additional outdoor storage required.

Financial: Applicant has paid all necessary fees for the application process and all other associated costs.

Legal: The ordinance must be published once in the official newspaper.

Recommendation: Consider approval of the attached ordinance for a Special Use Permit under Case No. 20001-SUP, for property located at 601 S. Metcalf Road, Suite 400, for operation of an Automotive Light Maintenance Shop.

**SPECIAL USE PERMIT**

**CASE NO. 20001-SUP**

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE GRANTING APPROVAL OF A SPECIAL USE PERMIT TO ALLOW AN AUTOMOTIVE LIGHT MAINTENANCE SHOP, ON CERTAIN LANDS LOCATED WITHIN THE CITY OF LOUISBURG, KANSAS, UNDER THE AUTHORITY GRANTED BY THE ZONING REGULATIONS OF THE CITY OF LOUISBURG, KANSAS.

**BE IT ORDAINED BY THE GOVERNING BODY  
OF THE CITY OF LOUISBURG, KANSAS.**

SECTION 1: That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under the authority of and subject to the provisions of the City of Louisburg Zoning Regulations of 2010, as amended by Ordinance 1023, Section 509, Paragraph 7. This Special Use Permit shall allow for the operation of an Automotive Light Maintenance Shop, subject to the following stipulations:

1. *Signage – Business owner shall update existing signage to advertise new establishment. All updates shall be limited to the same square footage of existing signage. Additional signage shall require a permit and meet the requirements outlined in the City Zoning Regulations.*
2. *Trash Containers – Business owner shall use existing shared trash containers located on the property. Additional trash containers may require enclosures to be installed. Please consult Zoning Department prior to installing additional trash containers.*
3. *Outdoor Storage – Outdoor storage shall be kept to a minimum. Vehicles parked outdoors shall not be junked or in a state that creates an eyesore. The number of vehicles shall be limited to the parking stalls outlined within the lease agreement. No equipment or parts shall be stored outdoors for any amount of time.*
4. *Solid or Semi-solid fencing – The Planning Commission has determined additional screening along South Metcalf Road is not required. The existing chain-link fence is sufficient.*
5. *Outdoor Lighting – All changes associated to outdoor lighting shall be approved by the Zoning Department and/or Planning Commission.*
6. *Business Expansion – Changes to this Special Use Permit to include expansion will require Planning Commission Review. Examples include:*
  - *Business owner leases additional units*
  - *Business owner begins to use rear of building (East side) for storage. In this case screening may be required.*
  - *Additional outdoor storage required.*

SECTION 2: The property to which the application for this Special Use Permit applies is located at 601 South Metcalf Road, Suite 400, legally described as follows:

The North 300 feet of the South 1000 feet of the West 330 feet of the Northwest Quarter of Section 32, Township 16, Range 25, Miami County, Kansas. Except the West 50 feet deeded to the City of Louisburg in Book 706, Page 101, and except that part in highway.

SECTION 3: This Ordinance shall take effect and be in force from and after its adoption by the City Council and publication in the official City newspaper.

PASSED and approved by the Governing Body this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Marty Southard, Mayor

ATTEST:

\_\_\_\_\_  
Traci Storey, City Clerk

(seal)

# Memo

**To:** Louisburg Governing Body

**From:** Nathan Law

**Date:** June 12, 2020

**Re:** Building Codes Update

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Background: Staff was directed some time ago to work with IBTS to update the slate of building codes for the City of Louisburg. In working with IBTS, staff has received a number of ordinances for Council consideration for updating each of the current building codes. Attached you will find ordinances for the following:

International Building Code, 2018 Edition  
International Fire Code, 2018 Edition  
International Fuel Gas Code, 2018 Edition  
International Mechanical Code, 2018 Edition  
International Plumbing Code, 2018 Edition  
International Residential Code, 2018 Edition  
National Electric Code, 2017 Edition

Financial: Publication costs for each ordinance.

Legal: None.

Recommendation: Discuss draft ordinances for updating codes as needed. Consider taking separate motion for each code.

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF LOUISBURG, KANSAS, ADOPTING THE 2018 EDITION OF THE *INTERNATIONAL BUILDING CODE*, REGULATING AND GOVERNING THE CONDITIONS AND MAINTENANCE OF ALL PROPERTY, BUILDINGS AND STRUCTURES; BY PROVIDING THE STANDARDS FOR SUPPLIED UTILITIES AND FACILITIES AND OTHER PHYSICAL THINGS AND CONDITIONS ESSENTIAL TO ENSURE THAT STRUCTURES ARE SAFE, SANITARY AND FIT FOR OCCUPATION AND USE; AND THE CONDEMNATION OF BUILDINGS AND STRUCTURES UNFIT FOR HUMAN OCCUPANCY AND USE AND THE DEMOLITION OF SUCH STRUCTURES IN THE CITY OF LOUISBURG, KANSAS; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFOR; PROVIDING FOR PENALTIES FOR THE VIOLATION THEREOF, AND REPEALING ORDINANCE NO. 865 OF THE CITY OF LOUISBURG, KANSAS, AND ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LOUISBURG, KANSAS, AS FOLLOWS:

**SECTION 1.** That a certain document, three (3) copies of which are on file in the Building & Zoning office of the City of Louisburg, Kansas, being marked and designated as the *International Building Code*, 2018 Edition, as published by the International Code Council, be and is hereby adopted as the Building Code of the City of Louisburg in the State of Kansas, for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary, and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Building Code on file at the office of the City of Louisburg, Kansas, are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

**SECTION 2.** The following sections are hereby revised:

Section 101.1 - Insert: City of Louisburg, Kansas

Section 101.4.5 - This section shall not apply.

Section 101.4.7 - This section shall not apply.

Section 105.2.1 - Revise as follows: One-story detached accessory structures, provided the floor area does not exceed 150 square feet. Larger buildings require a permit and footings.

Section 105.2.2 - Revise as follows: All fences require a building permit.

Section 105.2.5 - Revise as follows: Sidewalks and driveways require a building permit.

Section 106.1 - Add the following: Construction documents for new construction shall be prepared and sealed by a registered design professional. A copy of the construction documents shall be maintained on the construction site.

Section 1809.5.1 - Frost line shall be 36".

**SECTION 3.** That Table 1-A BUILDING PERMIT FEES shall be adopted.

**TABLE 1-A-BUILDING PERMIT FEES**

<b>TOTAL VALUATION</b>	<b>FEE</b>
\$501.00 to \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

Inspections outside of normal business hours \$50/hour (2 hour minimum)

**SECTION 4.** Penalties. The violation of this ordinance by any person, whether owner, tenant, contractor or other person, shall be punishable by a fine of not to exceed Five Hundred (\$500.00) Dollars for each offense. In case any activity is, or is proposed to be, used in violation of this ordinance, the Building Inspector, City Attorney, or other appropriate authority of the municipality may, in addition to other remedies, institute injunction, mandamus, or other appropriate action or proceeding to prevent such unlawful activity.

**SECTION 5.** That Ordinance No.865 of City of Louisburg, Kansas, and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 6.** That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Governing Body of the City of Louisburg, Kansas, hereby declares that it would have passed this ordinance, and each section, subsection,

clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

**SECTION 7.** That nothing in this ordinance or in the Building Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 5 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**SECTION 8.** That this ordinance shall take effect and be in full force from and after its adoption by the Governing Body of the City of Louisburg, Kansas, and publication in the official City newspaper.

PASSED and approved by the Governing Body, this \_\_\_\_ day of \_\_\_\_\_, 2020.

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Marty Southard, Mayor

ATTEST:

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Traci Storey, City Clerk

(seal)

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF LOUISBURG, KANSAS, ADOPTING THE 2018 EDITION OF THE *INTERNATIONAL FIRE CODE*, REGULATING AND GOVERNING THE SAFEGUARDING OF LIFE AND PROPERTY FROM FIRE AND EXPLOSION HAZARDS ARISING FROM THE STORAGE, HANDLING AND USE OF HAZARDOUS SUBSTANCES, MATERIALS AND DEVICES, AND FROM CONDITIONS HAZARDOUS TO LIFE OR PROPERTY IN THE OCCUPANCY OF BUILDINGS AND PREMISES IN THE CITY OF LOUISBURG, KANSAS; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFOR; REPEALING ORDINANCE NO. 870 OF THE CITY OF LOUISBURG, KANSAS, AND ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LOUISBURG, KANSAS, AS FOLLOWS:

**SECTION 1.** That a certain document, three (3) copies of which are on file in the Building & Zoning office of the City of Louisburg, Kansas, being marked and designated as the *International Fire Code*, 2018 Edition, as published by the International Code Council, be and is hereby adopted as the Fire Code of the City of Louisburg in the State of Kansas, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the office of the City of Louisburg, Kansas, are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

**SECTION 2.** The following sections are hereby revised:

Section 101.1 - Insert: City of Louisburg, Kansas

**SECTION 3.** That the geographic limits referred to in certain sections of the 2018 International Fire Code are hereby established as follows:

Section 3204.3.1.1 - Storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited within the limits of the City of Louisburg, Kansas.

Section 3404.2.9.5.1 - Storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited in the following City of Louisburg, Kansas, zoning districts: R-1; R-2; R-3; MP; PUD; C-0; C-1; and A-L.

Section 3406.2.4.4 - Storage of Class I and Class II liquids in above-ground tanks is prohibited within the limits of the City of Louisburg, Kansas.

Section 3804.2 - Storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas and is prohibited in the following city of Louisburg, Kansas, zoning districts: R-1; R-2; R-3; MP; PUD; C-0; C-1; and A-L.

**SECTION 4.** Penalties. The violation of this ordinance by any person, whether owner, tenant, contractor or other person, shall be punishable by a fine of not to exceed Five Hundred (\$500.00) Dollars for each offense. In case any activity is, or is proposed to be, used in violation of this ordinance, the Building Inspector, City Attorney, or other appropriate authority of the municipality may, in addition to other remedies, institute injunction, mandamus, or other appropriate action or proceeding to prevent such unlawful activity.

**SECTION 5.** That Ordinance No. 870 of City of Louisburg, Kansas, and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 6.** That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Governing Body of the City of Louisburg, Kansas, hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

**SECTION 7.** That nothing in this ordinance or in the Fire Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 5 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**SECTION 8.** That this ordinance shall take effect and be in full force from and after its adoption by the Governing Body of the City of Louisburg, Kansas, and publication in the official City newspaper.

PASSED and approved by the Governing Body, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Marty Southard, Mayor

ATTEST:

\_\_\_\_\_  
Traci Storey, City Clerk

(seal)

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF LOUISBURG, KANSAS, ADOPTING THE 2018 EDITION OF THE *INTERNATIONAL FUEL GAS CODE*, REGULATING AND GOVERNING FUEL GAS SYSTEMS AND GAS-FIRED APPLIANCES IN THE CITY OF LOUISBURG, KANSAS; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFOR; PROVIDING FOR PENALTIES FOR THE VIOLATION THEREOF, AND REPEALING ALL ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LOUISBURG, KANSAS, AS FOLLOWS:

**SECTION 1.** That a certain document, three (3) copies of which are on file in the Building & Zoning office of the City of Louisburg, Kansas, being marked and designated as the *International Fuel Gas Code*, 2018 Edition as published by the International Code Council, be and is hereby adopted as the Fuel Gas Code of the City of Louisburg in the State of Kansas regulating and governing fuel gas systems and gas-fired appliances as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Fuel Gas Code on file at the office of the City of Louisburg, Kansas, are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

**SECTION 2.** The following sections are hereby revised:

Section 101.1 Insert: City of Louisburg, Kansas

Section 106.5.2

**FUEL GAS FEE SCHEDULE**

Fuel Gas Piping	\$25
Other Fuel Gas Permits	\$25

Inspections outside of normal business hours \$50/hour (2 hour minimum).

**SECTION 3.** Penalties. The violation of this ordinance by any person, whether owner, tenant, contractor or other person, shall be punishable by a fine of not to exceed Five Hundred (\$500.00) Dollars for each offense. In case any activity is, or is proposed to be, used in violation of this ordinance, the Building Inspector, City Attorney, or other appropriate authority of the municipality may, in addition to other remedies, institute injunction, mandamus, or other appropriate action or proceeding to prevent such unlawful activity.

**SECTION 4.** That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 5.** That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Governing Body of the City of Louisburg, Kansas, hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

**SECTION 6.** That nothing in this ordinance or in the Fuel Gas Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 4 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**SECTION 7.** That this ordinance shall take effect and be in full force from and after its adoption by the Governing Body of the City of Louisburg, Kansas, and publication in the official City newspaper.

PASSED and approved by the Governing Body, this \_\_\_\_ day of \_\_\_\_\_, 2020.

---

Marty Southard, Mayor

ATTEST:

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Traci Storey, City Clerk

(seal)

**ORDINANCE NO. \_\_\_\_**

AN ORDINANCE OF THE CITY OF LOUISBURG, KANSAS, ADOPTING THE 2018 EDITION OF THE *INTERNATIONAL MECHANICAL CODE*, REGULATING AND GOVERNING THE DESIGN, CONSTRUCTION, QUALITY OF MATERIALS, ERECTION, INSTALLATION, ALTERATION, REPAIR, LOCATION, RELOCATION, REPLACEMENT, ADDITION TO, USE OR MAINTENANCE OF MECHANICAL SYSTEMS IN THE CITY OF LOUISBURG, KANSAS; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFOR; PROVIDING FOR PENALTIES FOR THE VIOLATION THEREOF, AND REPEALING ORDINANCE NO. 867 OF THE CITY OF LOUISBURG, KANSAS, AND ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LOUISBURG, KANSAS, AS FOLLOWS:

**SECTION 1.** That a certain document, three (3) copies of which are on file in the Building & Zoning office of the City of Louisburg, Kansas, being marked and designated as the *International Mechanical Code*, 2018 Edition, including Appendix Chapter A as published by the International Code Council, be and is hereby adopted as the Mechanical Code of the City of Louisburg in the State of Kansas, regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of mechanical systems as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Mechanical Code on file at the office of the City of Louisburg, Kansas, are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

**SECTION 2.** The following sections are hereby revised:

Section 101.1 Insert: City of Louisburg, Kansas

Section 106.5.2:

**MECHANICAL PERMIT FEE SCHEDULE**

Furnace Installation	\$25
Air Conditioner Installation	\$25
Heat Pump Installation	\$25
Hot Water Heater Installation	\$25
All Other Mechanical Permits	\$25

Inspections outside of normal business hours \$50/hour (2 hour minimum).

Section 602.3 Add item 6 as follows:

Thermo-pan® or like material shall not be used in basements for panning the bottom of open joints spaces to create a joist space plenum.

**SECTION 3.** Penalties. The violation of this ordinance by any person, whether owner, tenant, contractor or other person, shall be punishable by a fine of not to exceed Five Hundred (\$500.00) Dollars for each offense. In case any activity is, or is proposed to be, used in violation of this ordinance, the Building Inspector, City Attorney, or other appropriate authority of the municipality may, in addition to other remedies, institute injunction, mandamus, or other appropriate action or proceeding to prevent such unlawful activity.

**SECTION 4.** That Ordinance No. 867 of City of Louisburg, Kansas, and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 5.** That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Governing Body of the City of Louisburg, Kansas, hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

**SECTION 6.** That nothing in this ordinance or in the Mechanical Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 4 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**SECTION 7.** That this ordinance shall take effect and be in full force from and after its adoption by the Governing Body of the City of Louisburg, Kansas, and publication in the official City newspaper.

PASSED and approved by the Governing Body, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Marty Southard, Mayor

ATTEST:

\_\_\_\_\_  
Traci Storey, City Clerk

(seal)

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF LOUISBURG, KANSAS, ADOPTING THE 2018 EDITION OF THE *INTERNATIONAL PLUMBING CODE*, REGULATING AND GOVERNING THE DESIGN, CONSTRUCTION, QUALITY OF MATERIALS, ERECTION, INSTALLATION, ALTERATION, REPAIR, LOCATION, RELOCATION, REPLACEMENT, ADDITION TO, USE OR MAINTENANCE OF PLUMBING SYSTEMS IN THE CITY OF LOUISBURG, KANSAS; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFOR; PROVIDING FOR PENALTIES FOR THE VIOLATION THEREOF, AND REPEALING ORDINANCE NO. 866 OF THE CITY OF LOUISBURG, KANSAS, AND ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LOUISBURG, KANSAS, AS FOLLOWS:

**SECTION 1.** That a certain document, three (3) copies of which are on file in the Building & Zoning office of the City of Louisburg, Kansas, being marked and designated as the *International Plumbing Code, 2020 Edition*, as published by the International Code Council, be and is hereby adopted as the Plumbing Code of the City of Louisburg in the State of Kansas, regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of plumbing systems as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Plumbing Code on file at the office of the City of Louisburg, Kansas, are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

**SECTION 2.** The following sections are hereby revised:

Section 101.1 Insert: City of Louisburg, Kansas

Section 106.6.2

**PLUMBING PERMIT FEE SCHEDULE**

First Plumbing Fixture on one trap (or set of fixtures of one trap)	\$25
Each Additional Plumbing Fixture	\$10
Lawn Sprinkler including backflow protection devices	\$25
All other Plumbing Permits	\$25

Inspections outside of normal business hours \$50/hour (2 hour minimum).

Table 702.3 - Revise Building Sewer Pipe Table such that Polyvinyl chloride (PVC) plastic pipe shall be a minimum of Schedule 40.

Section 904.1 - Revise as follows: All open vent pipes which extend through a roof shall be terminated at least six inches above the roof.

**SECTION 3.** Penalties. The violation of this ordinance by any person, whether owner, tenant, contractor or other person, shall be punishable by a fine of not to exceed Five Hundred (\$500.00) Dollars for each offense. In case any activity is, or is proposed to be, used in violation of this ordinance, the Building Inspector, City Attorney, or other appropriate authority of the municipality may, in addition to other remedies, institute injunction, mandamus, or other appropriate action or proceeding to prevent such unlawful activity.

**SECTION 4.** That Ordinance No. 866 of City of Louisburg, Kansas, and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 5.** That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Governing Body of the City of Louisburg, Kansas, hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

**SECTION 6.** That nothing in this ordinance or in the Plumbing Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 4 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**SECTION 7.** That this ordinance shall take effect and be in full force from and after its adoption by the Governing Body of the City of Louisburg, Kansas, and publication in the official City newspaper.

PASSED and approved by the Governing Body, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Marty Southard, Mayor

ATTEST:

\_\_\_\_\_  
Traci Storey, City Clerk

(seal)

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF LOUISBURG, KANSAS, ADOPTING THE 2018 EDITION OF THE *INTERNATIONAL RESIDENTIAL CODE*, REGULATING AND GOVERNING THE CONSTRUCTION, ALTERATION, MOVEMENT, ENLARGEMENT, REPLACEMENT, REPAIR, EQUIPMENT, LOCATION, REMOVAL AND DEMOLITION OF DETACHED ONE- AND TWO-FAMILY DWELLINGS AND MULTIPLE SINGLE-FAMILY DWELLINGS (TOWNHOUSES) NOT MORE THAN THREE STORIES IN HEIGHT WITH SEPARATE MEANS OF EGRESS IN THE CITY OF LOUISBURG, KANSAS; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFOR; PROVIDING FOR PENALTIES FOR THE VIOLATION THEREOF, AND REPEALING ORDINANCE NO. 864 OF THE CITY OF LOUISBURG, KANSAS, AND ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LOUISBURG, KANSAS, AS FOLLOWS:

**SECTION 1.** That a certain document, three (3) copies of which are on file in the Building & Zoning office of the City of Louisburg, Kansas, being marked and designated as the *International Residential Code*, 2018 Edition, including Appendix Chapters E, F, G and H as published by the International Code Council, be and is hereby adopted as the Residential Code of the City of Louisburg in the State of Kansas, for regulating and governing the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with separate means of egress as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Residential Code on file at the office of the City of Louisburg, Kansas, are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

**SECTION 2.** The following sections are hereby revised:

Section RI01.1 - Insert: City of Louisburg, Kansas

Section RI05.2.1 - Revise as follows: One-story detached accessory structures, provided the floor area does not exceed 150 square feet. Larger buildings require a permit and footings.

Section RI05.2.2 - Revise as follows: All fences require a building permit.

Section RI05.2.5 - Revise as follows: Sidewalks and driveways require a building permit.

Section RI 06.1 - Add the following: Construction documents for new residential construction shall be prepared and sealed by a registered design professional. A copy of the construction documents shall be maintained on the construction site.

Table R301.2 (I) Insert:

**CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA**

GROUND SNOW LOAD	WIND SPEED  (mph)	SEISMIC DESIGN CATEGORY	SUBJECT TO DAMAGE FROM				WINTER DESIGN TEMP	ICE SHIELD UNDER-LAYMENT REQUIRED	FLOOD HAZARDS	AIR FREEZING INDEX	MEAN ANNUAL TEMP
			WEATHERING	FROST LINE	TERMITE	DECAY					
				DEPTH							
20	90	A	SEVERE	36"	MODERATE TO HEAVY	SLIGHT TO MODERATE	6	YES	NO	927	55.5

Section R403.1.4.1 - Revise Exception 2 as follows: Footings for all decks shall extend below the frost line.

Section N1102.4.1.2 - Testing - Insert “when required by the Building official”.

Section N1102.3.3 - Duct Testing - Insert “when required by the Building official”.

Section N1105 - Simulated Performance Alternative - Insert “when required by the Building official”.

Section N1106 - Energy Rating Index - Insert “when required by the Building official”.

Section N1102.2.9- Basement walls – insert “does not apply to unfinished foundation walls”.

Section P3103.1 - Revise as follows: All open vent pipes which extend through a roof shall be terminated at least six inches above the roof.

**SECTION 3.** That Table 1-A BUILDING PERMIT FEES shall be adopted.

*(This area intentionally left blank)*

**TABLE 1-A BUILDING PERMIT FEES**

Total Valuation	Fee
\$501.00 to \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

Inspections outside of normal business hours \$50/hour (2 hour minimum)

**SECTION 4.** Penalties. The violation of this ordinance by any person, whether owner, tenant, contractor or other person, shall be punishable by a fine of not to exceed Five Hundred (\$500.00) Dollars for each offense. In case any activity is, or is proposed to be, used in violation of this ordinance, the Building Inspector, City Attorney, or other appropriate authority of the municipality may, in addition to other remedies, institute injunction, mandamus, or other appropriate action or proceeding to prevent such unlawful activity.

**SECTION 5.** That Ordinance No. 864 of City of Louisburg, Kansas, and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 6.** That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Governing Body of the City of Louisburg, Kansas, hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

**SECTION 7.** That nothing in this ordinance or in the Residential Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 5 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**SECTION 8.** That this ordinance shall take effect and be in full force from and after its adoption by the Governing Body of the City of Louisburg, Kansas, and publication in the official City newspaper.

PASSED and approved by the Governing Body, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Marty Southard, Mayor

ATTEST:

\_\_\_\_\_  
Traci Storey, City Clerk

(seal)

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF LOUISBURG, KANSAS, ADOPTING THE 2017 EDITION OF THE *NATIONAL ELECTRICAL CODE*, REGULATING AND CONTROLLING THE DESIGN, CONSTRUCTION, QUALITY OF MATERIALS, ERECTION, INSTALLATION, ALTERATION, REPAIR, LOCATION, RELOCATION, REPLACEMENT, ADDITION TO, USE OR MAINTENANCE OF ANY ELECTRICAL SYSTEM IN THE CITY OF LOUISBURG, KANSAS; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFOR; PROVIDING FOR PENALTIES FOR THE VIOLATION THEREOF, AND REPEALING ORDINANCE 868 OF THE CITY OF LOUISBURG, KANSAS, AND ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LOUISBURG, KANSAS, AS FOLLOWS:

**SECTION 1.** That a certain document, three (3) copies of which are on file in the Building & Zoning office of the City of Louisburg, Kansas, being marked and designated as the *National Electrical Code, 2017 Edition* including Article 80 as published by the National Fire Protection Association, Inc., be and is hereby adopted as the Electrical Code of the City of Louisburg in the State of Kansas, regulating and controlling the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of any electrical system as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Electrical Code on file at the office of the City of Louisburg, Kansas, are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

**SECTION 2.** The following sections are hereby revised:

Article 80.19 (E)

**ELECTRICAL FEE SCHEDULE**

Electrical Service 600 volts or less and not over 200 amps	\$50
Electrical Service 600 volts or less 200 amps to 1000 amps	\$75
Electrical Service over 600 volts or over 1000 amps	\$125
Sign Electrical	\$44
Temporary Power Service	\$50
All other electrical permits	\$50

Inspections outside of normal business hours \$50/hour (2 hour minimum).

**SECTION 3.** Penalties. The violation of this ordinance by any person, whether owner, tenant, contractor or other person, shall be punishable by a fine of not to exceed Five Hundred (\$500.00) Dollars for each offense. In case any activity is, or is proposed to be, used in violation of this ordinance, the Building Inspector, City Attorney, or other appropriate authority of the municipality may, in addition to other remedies, institute injunction, mandamus, or other appropriate action or proceeding to prevent such unlawful activity.

**SECTION 4.** That Ordinance No. 868 of City of Louisburg, Kansas, and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 5.** That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Governing Body of the City of Louisburg, Kansas, hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

**SECTION 6.** That nothing in this ordinance or in the Electrical Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 4 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**SECTION 7.** That this ordinance shall take effect and be in full force from and after its adoption by the Governing Body of the City of Louisburg, Kansas, and publication in the official City newspaper.

PASSED and approved by the Governing Body, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Marty Southard, Mayor

ATTEST:

\_\_\_\_\_  
Traci Storey, City Clerk

(seal)



## Street Lights

**To:** Mayor and City Council  
**From:** Craig Hufferd, Public Works Supervisor  
**Date:** June 12, 2020  
**Re:** New Street Lights

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Update:

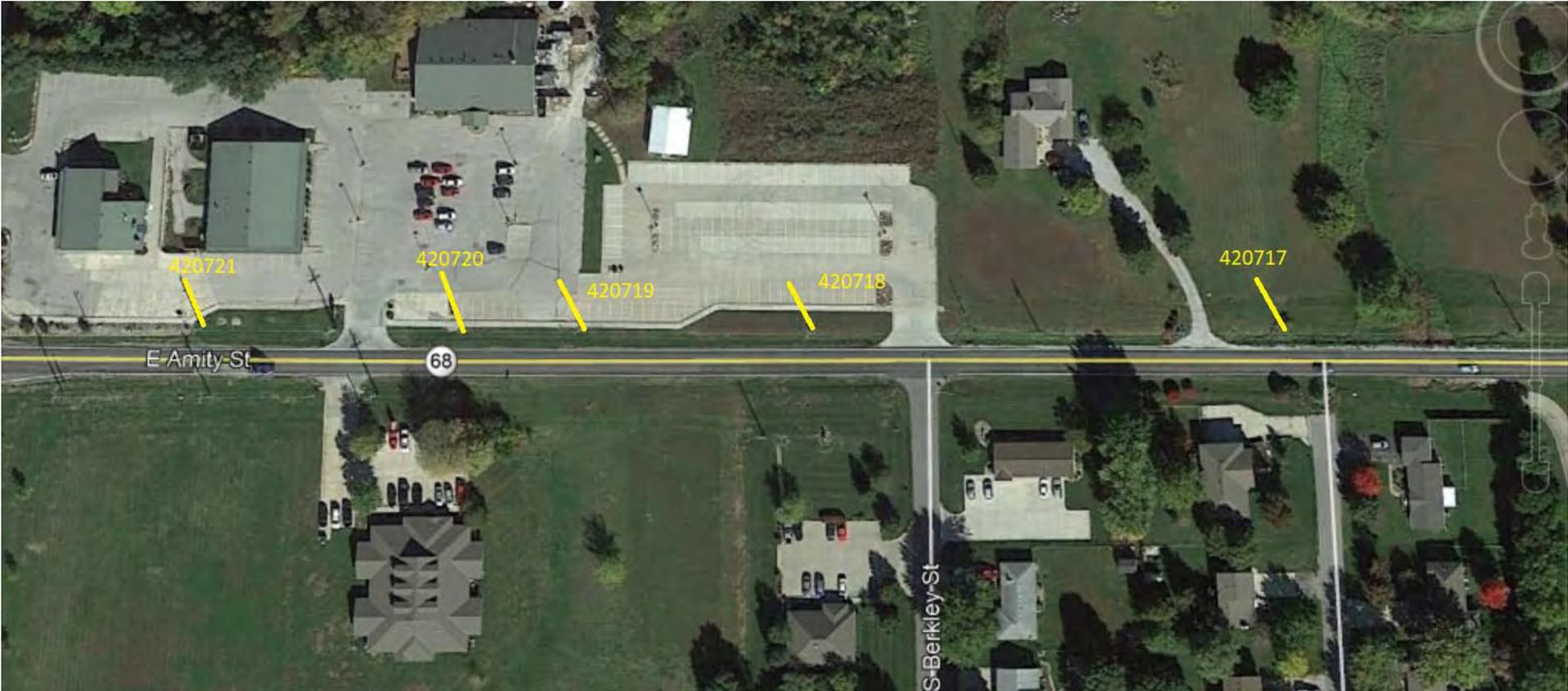
The City of Louisburg will not incur any upfront cost for the placement of all new streetlights. After talking with Evergy they told me that they would install everything as part of our lease agreement. The only change would be the total amount due every month for the number of streetlights we have in town. This change will amount to \$16.23 - \$27.12 per fixture depending on what fixture is needed for the location.

If approved, the next step would be to contact Evergy to let them know they may start installing the new lights. The lights mounted on existing poles can be done more quickly while the new poles could take up to 3 months to be installed.

Below is a reminder map of where the new streetlights will be located.

Thank you

E Amity St / K68 existing poles (project onto E Amity)



E Amity St / K68 existing poles (project onto E Amity)



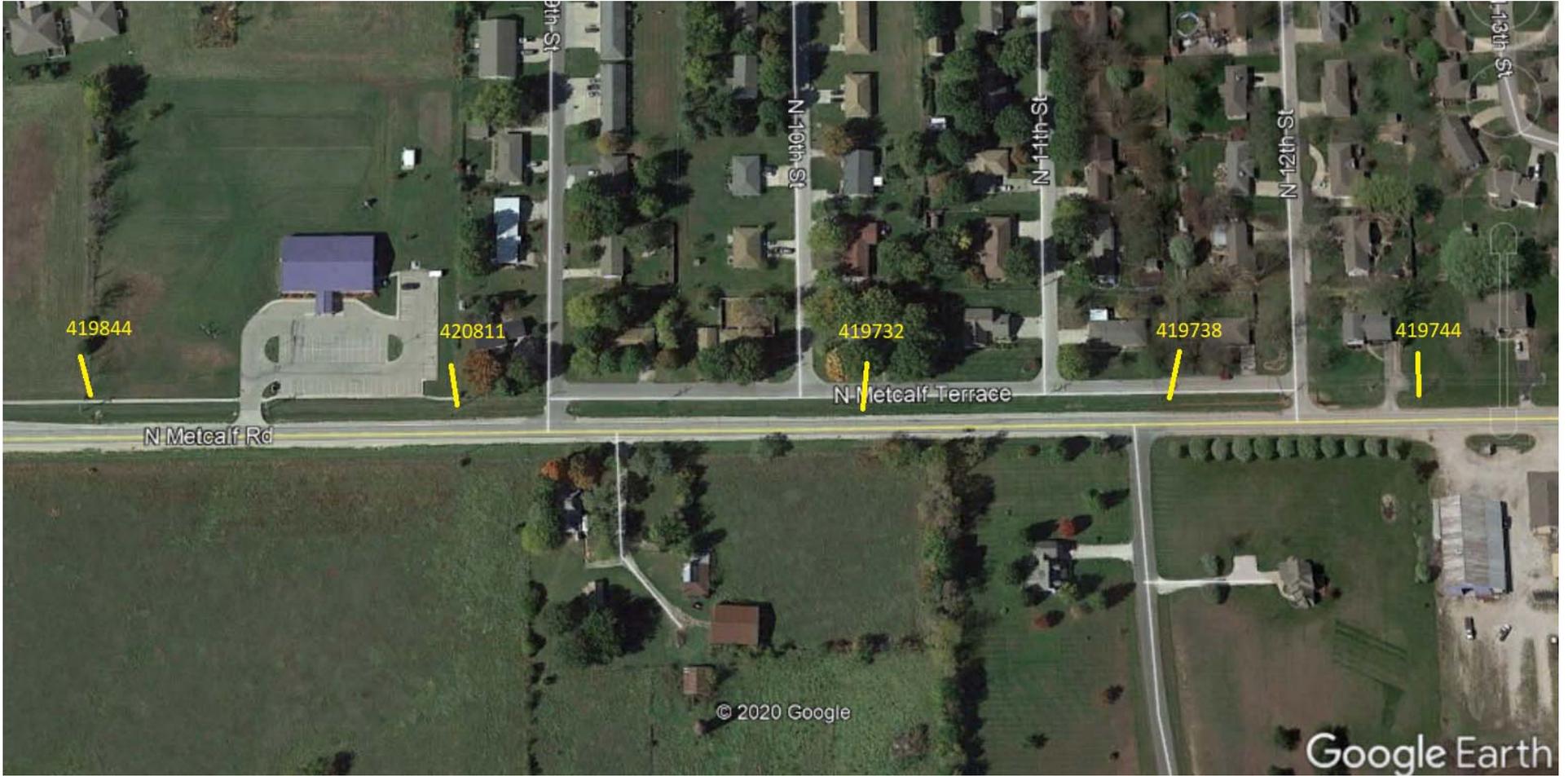
E Amity St / K68 new poles about 200' to 250' apart (project onto E Amity)



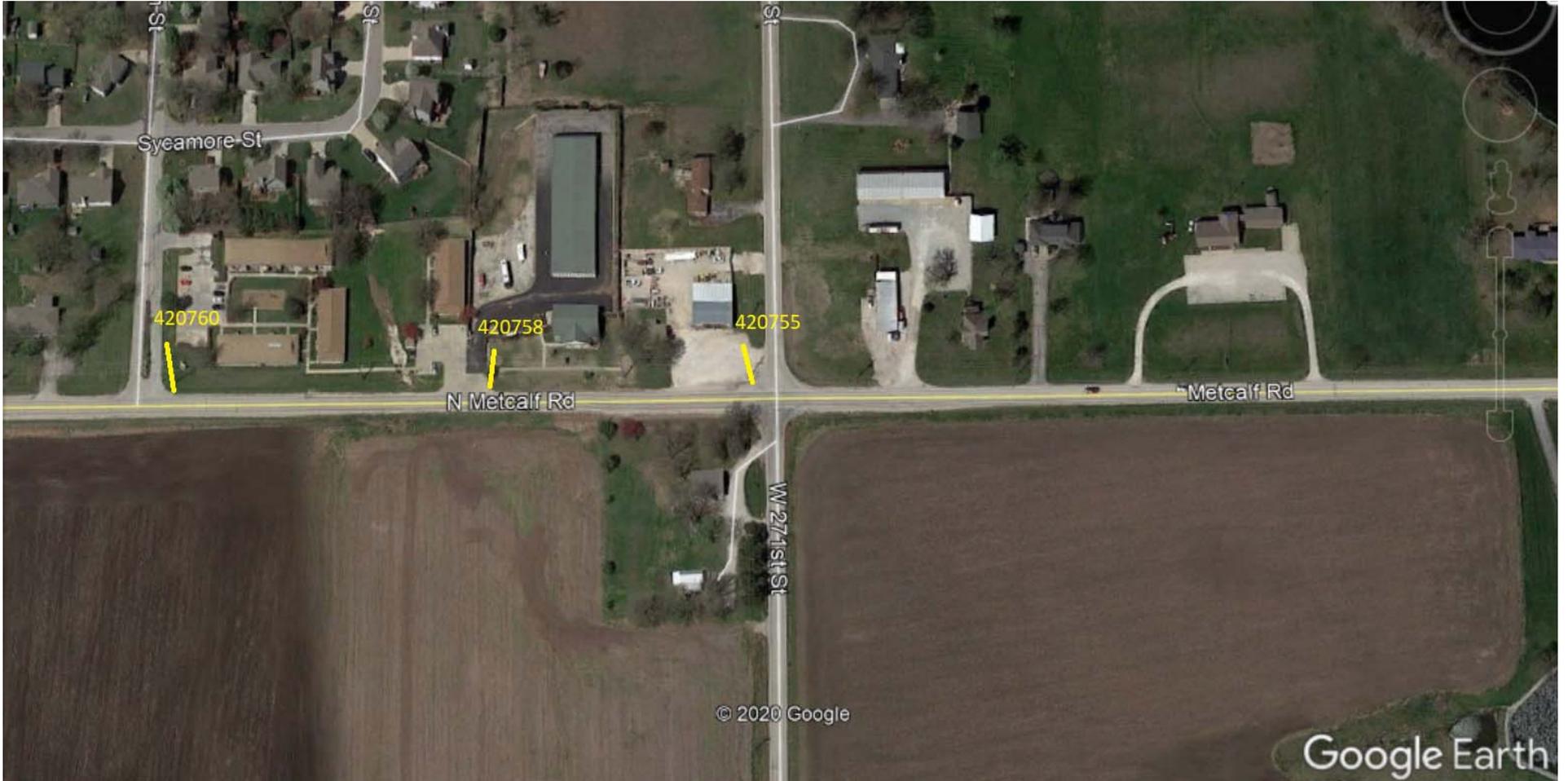
N Metcalf existing poles (project onto N Metcalf)



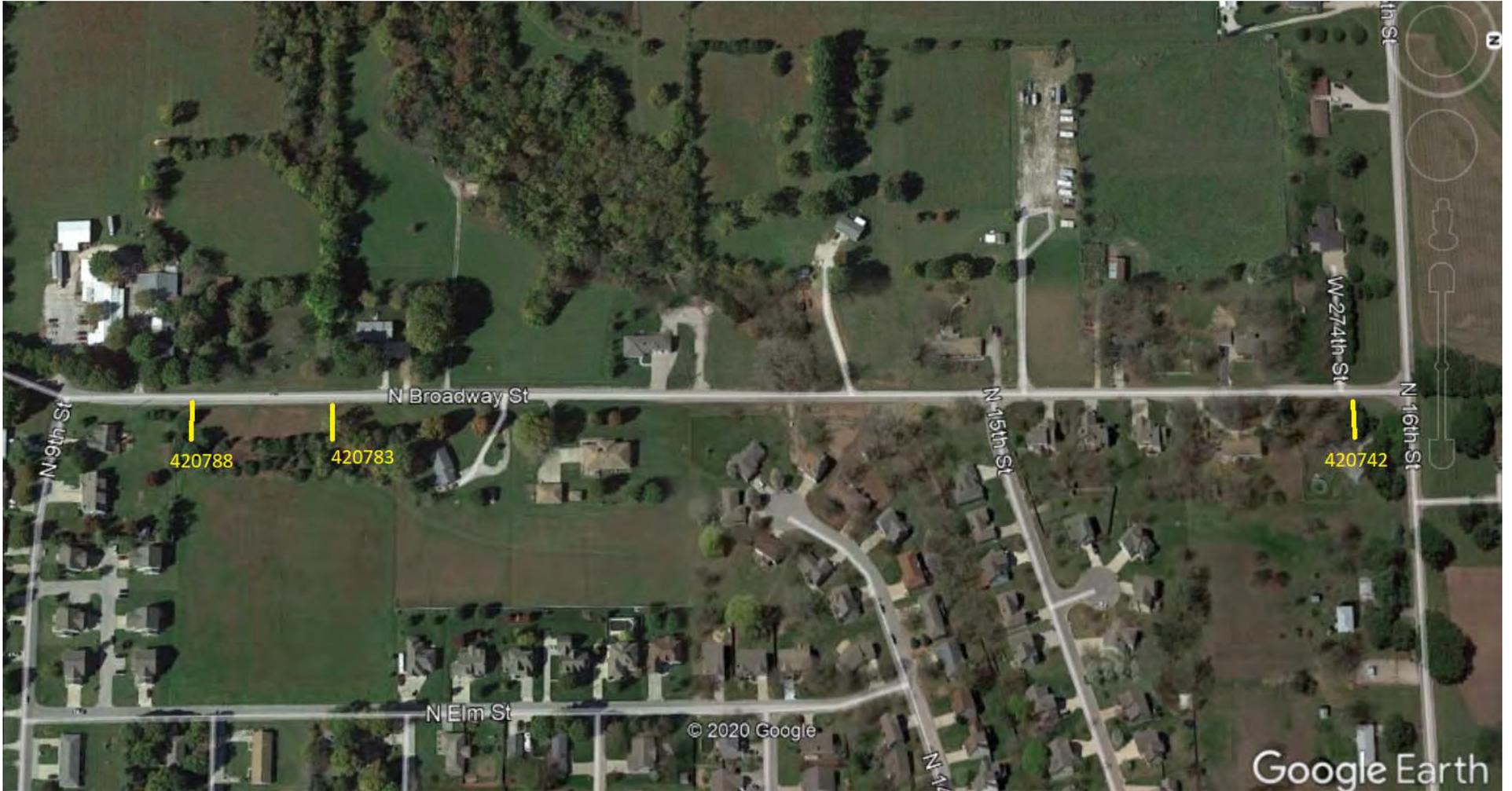
N Metcalf existing poles (project onto N Metcalf)



N Metcalf existing poles (project onto N Metcalf)



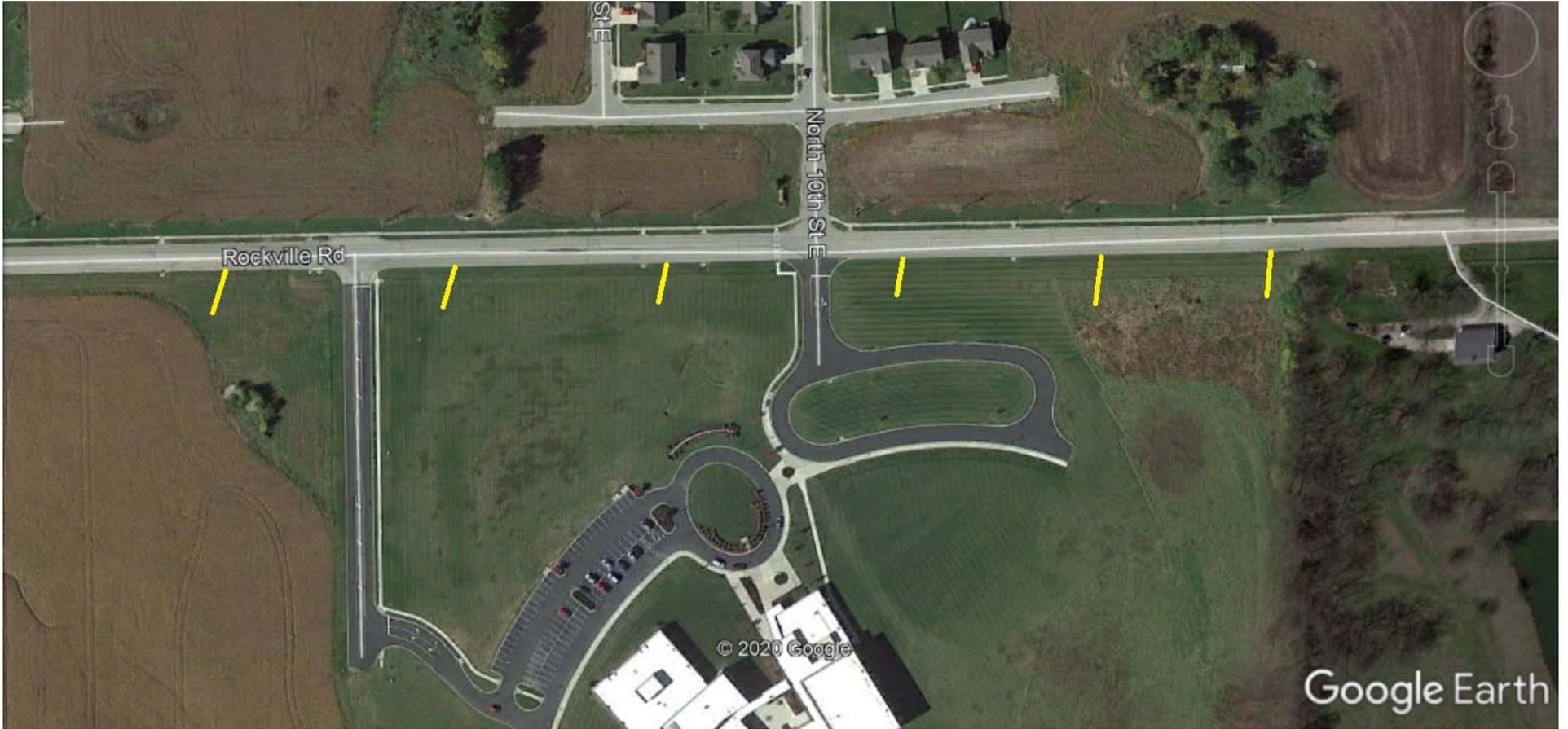
N Broadway existing poles (project onto N Broadway)



N Rockville Rd new poles opposite side of the road in between existing poles (project onto N Rockville)



N Rockville Rd new poles opposite side of the road in between existing poles (project onto N Rockville)



S 16<sup>th</sup> St and S Rogers Rd new poles (intersection)



# Memo

**To:** Louisburg Governing Body

**From:** Nathan Law

**Date:** June 12, 2020

**Re:** Request for Qualifications – N. Broadway Sidewalk

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Background: Attached for Council review is a Request for Qualifications document for the sidewalk project along N. Broadway Street. Staff is seeking Council discussion, input and approval for the document. The items intended to be directed on are:

Will this be a request for qualifications, or a request for proposals;  
Scope of project, whether extending to N. 9<sup>th</sup>, N. 15<sup>th</sup>, N. 16<sup>th</sup>, or some other location along the path;  
Determine project schedule, including advertisement, submission date/time, contract authorization, when engineering plans are to be completed;  
Who will be included as part of the Selection Committee; and  
Determine selection criteria and weighting of each

Financial: None.

Legal: None.

Recommendation: Discuss the attached RFQ as needed and direct staff accordingly.



Request for Proposals for Design Services  
N. Broadway Sidewalk Project  
City of Louisburg, KS

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**Date Due:** 2 p.m. XXXX

**Submit To:** Louisburg City Hall, 215 S. Broadway, Louisburg KS 66053

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## Purpose and Project Scope

The City of Louisburg is making it a priority to improve connectivity in the community. In the past four years, almost 10,000 linear feet of sidewalk has been built with another almost 3,000 linear feet scheduled to begin construction in 2021 as part of a Mid-America Regional Council grant. Adding a sidewalk along N. Broadway, while a mid-range project on the recently completed Master Trails Plan, has been named a priority project by the Governing Body. This sidewalk would join the recently rebuilt downtown area to the north part of town. Therefore, the City is requesting proposals for engineering and design services for the development of the N. Broadway sidewalk. This sidewalk will begin at Amity Street/K-68 and continue north along N. Broadway to N. 15th. The sidewalk is targeted for 2021 construction.

This project will design for construction an estimated 4,500 linear feet of sidewalk along one side of N. Broadway to **N. 15<sup>th</sup> St.** The firm should make a recommendation on which side of N. Broadway the sidewalk should be placed to minimize the City's costs while maintaining pedestrian safety. This sidewalk will be as required within the City of Louisburg Concrete Design Standards, which includes being constructed with granite mix concrete, #4 rebar, 4' minimum width, and will allow for ADA accessibility as is reasonable. Sidewalk elevation that pairs with existing terrain is preferred to minimize cut and fill requirements or that would necessitate the construction of retaining walls. It is also desired to improve a small section, about 235 linear foot, of current sidewalk along the north side of Amity between N. Broadway to connect to new sidewalk located at the Dollar General property.

No design work has been completed for this project to date. There are some very old sidewalks in some sections, some "newer" (approximately 20 years old) sidewalk in other areas and no sidewalk in many areas. Stormwater and elevation will be a large component of this project. The selected firm will engineer the sidewalk working with the City and property owners as needed. Right-of-way and/or easements will need to be secured. Contractor is responsible for inspecting the project area prior to submittal to ensure familiarity with existing conditions and project challenges.

The final submission should include:

- 1) **Topographic Survey** - Topographic survey of the location to determine the best location to construct the sidewalk. Right-of-way and property lines should be shown on the plans based upon available platting and ownership information supplied by the City.
- 2) **Utilities** - The location of all utilities shall be identified on the plans. The sidewalk should be designed to minimize the need to relocate utilities if at all possible. If it is determined that utility adjustment is necessary, the consultant shall provide information to utility companies and request appropriate input for adjustment/protection of existing utilities.
- 3) **Project Plans & Technical Specifications** - The consultant shall prepare Project Plans, which will indicate the existing topography and other base information and illustrate the proposed work. Identified rights-of-way, utilities, natural resources and other features affecting the design should be indicated on the plans.

The Project Plans are anticipated to consist of:

- Title page
- Layout sheets showing existing and proposed features
- Preliminary profiles
- Approximate right-of-way lines and construction limits

- Typical sections for proposed improvements
- Cross sections
- Roadway, sidewalk design (cross slope, material type and thickness)
- New or modified subsurface drainage
- Pavement markings and signs

The consultant will submit for review [redacted] full-size copies of the Project Plans, specifications and bid documents to the City, along with one set of complete contract documents in PDF format.

- 4) **Construction Bid Package** – Once the Project Plans are complete and accepted by the City, the Consultant will be responsible for assembling the Construction Bid Package. The complete Construction Bid Package will include all of the following items:
  - Complete Project (100%) Plans
  - Construction cost estimate (for City use)
  - Any utility relocation, clearances and special provisions (if any)
  - Right-of-way clearances and easements
  - Construction special provisions
  - Necessary permits acquired
  - Construction contract specifications
  - Bid documents including instructions to bidders and bid form
- 5) **Bid Process** – The Consultant will be available during the bidding process to answer any technical questions about the project design. Once bids are opened, the consultant will confirm that all required components of the bid have been submitted. The consultant will conduct an analysis of the bids and will provide a recommendation to the City on award of the contract after bid review.

*Note: The City of Louisburg reserves the right to award contracts on any, all or none of the projects for which firms are selected under this RFP. The City further reserves the right to reduce the scope of work of a consultant and re-assign projects to other selected consultants and to terminate the professional services contract of selected consultants based on consultant non-performance (i.e. schedule, responsiveness, quality of design, accuracy of documents, etc.) and on the consulting firm's workload and availability of the staff included in the design team as described in the firm's submittal or proposal. The City reserves the right to remove any or all work described above in this RFP and issue a new RFP for any portion of the work. The City reserves the right to use any of the firms selected for any of the above work. Assignment of projects to selected consultant shall be contingent on availability of funds.*

## RFP Schedule and Package Submission

The estimated project schedule is:

xxx, 2020	Advertise the RFP
xxx, 2020	Submission due, 2 p.m.
xxx, 2020	Authorize contract
xxx, 2020	Engineering plans completed

Proposals shall be enclosed in a sealed envelope or package, addressed to the City of Louisburg. The name/address of the firm and the RFQ title shall be placed on the outside of the package. All items required for a responsive proposal shall be included. It is the sole responsibility of the proposer to

ensure that the proposal package is received no later than the established due date and time at the proper location. Proposals received after the due date and time will not be considered. Proposals submitted by fax or electronic means will not be accepted.

Submit/deliver to: City Clerk  
City of Louisburg  
215 S. Broadway  
Louisburg, KS 66053

The City of Louisburg reserves the right to reject any and all proposals or portions of proposals, to waive minor deficiencies or to solicit new proposals on the original project or on a modified project as may be deemed necessary or in the best interest of the City.

### Changes to the Solicitation by Addenda

The City reserves the right to make changes to the RFQ by written addendum. Addenda will also be posted to the City's website at: [www.louisburgkansas.gov](http://www.louisburgkansas.gov). No addenda will be posted after XXXX, 2020.

A prospective Respondent may request a change in the RFQ by submitting a written request to the address set forth above. The request must specify the provision of the RFQ in question, and contain an explanation of the requested change. All requests for changes to the RFQ must be submitted to or received by the City no later than noon, XXX, 2020.

The City will evaluate any request submittal, but reserves the right to determine whether to accept the requested change. Changes accepted by the City shall be issued in the form of an addendum to the RFQ.

### Evaluation and Selection Criteria

The City is seeking proposals from entities knowledgeable and experienced in sidewalk design and construction/engineering. The successful firm must demonstrate the qualifications, experience and expertise relative to the type of work specified. The firm must demonstrate an interest in and convey an understanding of the project requirements.

A Selection Committee composed of XXXXX will evaluate, review and score the proposals individually prior to a Selection Committee meeting. The scores will be averaged for a committee score which will be the basis of selection.

The following selection criteria and weighting will be used:

Professional Qualifications: 50%

Specialized Experience and Technical Competence: 30%

Project Understanding 20%

Firms submitting qualifications will be notified of the selection results. Final recommendation of any selected firm is subject to the approval of the City of Louisburg Governing Body.

## Budget and Contract

The City of Louisburg anticipates entering into a contract with the selected engineering firm with compensation to be negotiated upon selection and determined based upon a finalized scope of services. If agreement of the scope of services and compensation cannot be reached, negotiations with the firm shall cease and the City will open negotiations with the next ranked firm.

All persons awarded and/or entering into contracts with the City of Louisburg shall be required to comply with all applicable City, State and Federal provisions pertaining to Non-Discrimination, Equal Opportunity Employment, Affirmative Action and the Americans with Disabilities Act.

Upon execution of an agreement, the engineering firm must show the ability to provide the City with any required insurance and/or bonding.

## Submission Requirements

All submissions must include the following information:

1. Briefly state the firm's understanding of the service to be performed and describe the firm's unique advantage it brings to the City.
2. Identification of the key team members:
  - a. List all principal participants, including any sub-consultants, if any.
  - b. Contact information including phone and email address.
  - c. State any possible conflicts your firm or any key team members may have with performing work for the City of Louisburg.
3. Proposed schedule that indicates project milestones and ability to finish the project on time.
4. Demonstration of success on similar projects, including a brief project description and a contact name and information for reference.
5. Maximum page limit: Maximum 5 numbered pages, 8.5x11 pages, excluding cover, table of contents, cover letter, resumes, work samples and dividers (if used.)

## Representations and Conditions

**Public Records** – Upon receipt by the City, each response becomes the property of the City and is considered a public record. Responses will be reviewed by the City's selection committee.

**Ownership of Work Products** – The City shall have exclusive ownership of all Intellectual Property rights in designs, plans and specifications, documents and other work prepared by, for, or under the direction of the selected firm pursuant to any agreement under this RFQ including without limitation the right to copy, use, distribute and make derivations of the Intellectual Property for any purpose or assign such rights to any third party. The Intellectual Property shall be prepared in the City's name and shall be the sole and exclusive property of the City, whether or not the work contemplated therein is performed. The City will grant the firm a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform the work in the agreement.

# Memo

**To:** : Louisburg Governing Body

**From:** : Nathan Law

**Date:** : June 12, 2020

**Re:** : CDBG-CV Contract and Document Approval

---

Background: Attached with this memorandum is a series of documents provided by the Kansas Department of Commerce. Following notice of grant award, these documents are the next step toward moving ahead with the intended purpose of grant funds, which is disbursement to qualifying businesses or employees, to help alleviate the financial stress the pandemic has had to date. While guidance on use of funds seems to continually be honed, the attached documentation is either the understanding to date, or standard documentation used in other similar grant processes.

The attached contract document should be reviewed and acted upon by City Council, the intent of which is to have Mayor Southard sign two original copies and return to the Department of Commerce.

For the attached authorized signature form, there is a minimum requirement of two, typically staff members, but could be a third signature in case one of the two are out of office. For the ease of the funding process, staff is recommending the City Administrator and the Finance Director serve the minimum signature purpose. Staff also recommends additional signatures of the City Clerk and Mayor.

There may be future documentation needed for the grant process. If that is the case, for expedience, it is recommended Council identify a member of staff to sign and return.

Financial Consideration: None.

Legal Consideration: None.

Recommendation: Approve the contract document and authorize Mayor to sign. Determine authorized signatures for request for payment when qualifying businesses or employees are determined and funding is made available. Determine authorization for signing of future documents needed as part of this grant funding process.

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



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

David C. Toland, Secretary

Laura Kelly, Governor

June 4, 2020

The Honorable Marty Southard  
Mayor, City of Louisburg  
215 S. Broadway Street  
Louisburg, KS 66053-3614

Re: Grant No. 20-CV-040

Dear Mayor Southard:

Congratulations on being selected to receive a 2020 Small Cities Community Development Block Grant, CDBG-CV grant, in the amount of \$132,000, which will fund your community's CARES Act project(s).

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

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

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

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

Sincerely,

A handwritten signature in cursive script that reads "Kayla Savage".

Kayla Savage  
Community Development Director

KS:LH:cav  
Enclosure: Contracts

## 2020 CV GRANTEE INFORMATION

### Contracts

- How to resolve conditions in letter
  - o Submit with contracts
  - o Due on or before July 2, 2020
- Execute state contract\*
  - o Until contract executed this is only an award
  - o Signing of contracts
  - o Submit two original contracts to State\*
    - Within 30 days of award letter
    - Due on or before July 2
- Start and end dates –
  - o June 15, 2020 to June 15, 2021
- 12 months to complete project, 50% of the funds should be expended in first 6 months
- Direct Deposit Forms\*
- Authorized Signature Form\*

### Citizen Participation

- All documents are always available for public review
  - o At Grantee offices
  - o Only exception is LMI survey's
- All activities must take place at grantee's offices

### Conflict of Interest

- Applies to procurement of supplies, equip., const. & services
- No waiver for:
  - o Mayor/Chairman
  - o Council or Commission
- Waivers can be granted for:
  - o Employees, Consultants, Immediate family members
- To request waiver, you must\*
  - o Make public disclosure
  - o Hold Public Hearing
  - o Submit official minutes with attorney letter
- Must have a written Code of Conduct, with a penalties or sanctions clause

### Procurement

- Grantee must adopt a written local procurement policy.
  - o It must include all four levels of procurement
    - Small Purchases
    - Competitive Bidding
    - Competitive Negotiations

- Non-Competitive Negotiations
  - Grantee cannot adopt CDBG policy for project, nor can CDBG stated in the policy
  - The policy is how the grantee performs each level of procurement
  - Non-Competitive negotiations will be used for food purchases

### Monitoring

- Should expect a pre-monitoring from administrator
- Checklist available in grantee handbook
- Most projects will require only one monitoring on site or by working file
  - Each file should have each invoice and proof of payment that matches the invoice
  - Job certification and copy of payroll from the date first funds are disbursed
- A letter will be sent to outline any concerns
  - Grantee will have 30 days to resolve any deficiencies
- How to resolve deficiencies\*
- Project cannot be closed until
  - Final monitoring has been held without any concerns

### Environmental

- Environmental review completed by administrator
- **HOWEVER – The grantee is ultimately responsible. If something is not accurate and incomplete but signed by the Mayor/Chairman, it is on your shoulders! Please make sure it is explained and you understand what you are signing.**
- Determination of Level of Review
  - Submitted with applications
  - Some applications with meal programs may need to be corrected as a condition
- A Determination of Level of Review will need to be submitted **prior** to distribution of each Economic Development project. Funds to be awarded for working capital, inventory, utilities, or supplies are categorically excluded not subject to (CENST) §58.34(4).
- The Meals Program should fall under categorically excluded not subject to (CENST) §58.34(3), assuming grantee will be purchasing food, insurance or operating costs including utilities.

### Financial Management

- GRANTEE cannot release responsibility of financial management for any reason
- Use budgets attached to contracts
  - All budgets were changed from what was submitted. The one attached to your contract is the one we will be using for the project.
- Any funds expended prior to March 1, 2020 are ineligible
- Must have a local ledger set up to do Request for Payment (RFP) and quarterly's

- This is a ledger that the grantee maintains
  - An administrator ledger or one that are the same is not acceptable
  - If only one ledger it will result in a finding and no additional funds disbursed!
- How to fill out request for payment and disbursement form\*
  - More than \$3,000 less than \$200,000
  - Must have copies of bills to be paid before drawing funds. And those should be attached to the draw.
- 3-day rule to expend funds once received

#### Quarterly Reports\*

- Completed by administrator but must be in grantee's file
- Reporting for each quarter ends – December, March, June, September
- Due by January 10, April 10, July 10, and October 10. **THERE WILL BE EXCEPTIONS TO THIS RULE.**
- Accuracy of reports – must include full addresses and DUNS numbers
- List all contracts - CDBG and/or Local funds
- Detail in activity which occurred last quarter and next quarter
- **First Quarterly is due on October 10, 2020 for quarter ending September 30**

#### Civil Rights

- Demographics
- Fair housing activities

#### Labor Standards – Not applicable

#### Acquisition – Not applicable

#### Close Out\*

- Projects are closed when completed
- 90 days from contract end date or project completion to close out project
- 10% of admin. or \$2,000 if no admin held until close out forms approved
- All close out forms show all \$ expended even final draw.
- No more than 10% of CDBG grant allowed for admin. for projects underspent

#### **\* Notes what is submitted to Commerce**

### ADDITIONAL INFORMATION ON EACH PROGRAM

#### MEALS

- No new Services
- Only can be used if no other sources of funding
- Cannot pay for any equipment, vehicles, freezers or hard assets
- ONLY salaries for paid employees, rent, utilities or inventory is eligible

- If currently using, or have used PPP funds to pay employees, cannot use CDBG-CV funds for salaries
- Cannot be used for seeds for community gardens

## BUSINESS GRANTS

- Must have an application from Business
- Job certification form from each employee retained in company, 51% must be LMI. This is required before any funds are disbursed per company. Please submit with determination of level of review
- Environmental Release must be received before any funds are disbursed. Can be submitted by email, however, original must be submitted to Commerce.
- FTE status is determined by company from hours worked in a week
- Close out forms are due on all individual grants made to companies
- Must document/certify there are no duplication of benefits
- If other funds become available, company must pay back grant provided through CDBG-CV
- Jobs must be retained only. No new businesses or services.
- Must have invoices before drawing funds. Must provide documentation they were paid after drawing funds
- These are grant funds, so no collateral or promissory notes are required.
- Farmers/Ranchers not eligible since there are funds available through USDA
- Any company that does not follow requirements will have to pay back grant.
- A city council person can apply for ED funds from the County, if they apply for a Conflict of Interest waiver.
- If a business received a EIDL is a loan, they cannot use CV funds to repay the loan. Also, they are not eligible at all
- Once ED funds are awarded, the business is ineligible for any additional funds.

## ATTACHED:

Contracts with budgets  
 Authorized signature form  
 Meal environmental review, if applicable  
 Bank Forms  
 Sample business application  
 Job Certification Form  
 Basis for FTE on jobs  
 Close out form on jobs

Please refer to the CDBG Grantee Handbook and CDBG Economic Development Handbook for information and forms.

STATE OF KANSAS  
GRANT AGREEMENT NO. 20-CV-040  
between the

STATE OF KANSAS  
DEPARTMENT OF COMMERCE

and the

**City of Louisburg**

**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 Louisburg**, Kansas, hereinafter called the "Grantee." This Agreement consists of the body and the following: CONDITION LETTER (attached hereto as Attachment A), SPECIAL CONDITIONS (attached hereto as Attachment B), and the Grantee's APPROVED PROJECT APPLICATION (incorporated by reference as Attachment C, a copy of which shall be maintained and available in the Department's files) and the GRANTEE HANDBOOK (which is incorporated by reference as Attachment D).

**II. Authority**

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

**III. Description of Activities**

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

**IV. Period of Performance**

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

**V. Compensation**

- A. In consideration of the Grantee's satisfactory performance of the work required under this Agreement and the Grantee's compliance with the terms of this Agreement, the Department shall provide the Grantee the total sum of **\$132,000** in Community Development Block Grant funds. Such funds shall be used by the Grantee in accordance with the Activities listed and budgeted on the APPROVED PROJECT APPLICATION and the CONTRACT PROJECT BUDGET FORM.
- B. In addition, the Grantee shall provide **\$0** 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 **\$132,000**. Any additional funds required to complete the program activities set forth in this Agreement will be the sole responsibility of the Grantee, and not the responsibility of the Department.

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

#### **VI. Indemnification**

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

#### **VII. Obligations of Grantee**

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

#### **VIII. Environmental Review Compliance**

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

#### **IX. Program Costs**

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

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

**X. Requisition of Grant Funds**

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

**XI. Depositories for Program Funds**

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

## **XII. Financial Management**

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

## **XIII. Monitoring and Reporting**

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

## **XIV. Procurement Procedures**

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

## **XV. Bonding Requirements**

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

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

**XVI. Program Income**

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

**XVII. Program Close-out Procedures**

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

**XVIII. Termination for Convenience**

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

### **XIX. Suspension or Termination-for-Cause**

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

### **XX. Audit Requirements**

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

### **XXI. Retention of and Access to Records**

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

## **XXII. Conflict of Interest**

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

## **XXIII. Equal Opportunity**

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

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

## **XXIV. Waiver of Enforcement**

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

## **XXV. Reversion of Assets**

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

## **XXVI. Budget Amendments and Other Changes**

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

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

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

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

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

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

Dated by the Department of Commerce this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

STATE OF KANSAS  
DEPARTMENT OF COMMERCE

By: \_\_\_\_\_  
CDBG Program  
Kansas Department of Commerce

By: \_\_\_\_\_  
Notary Public, State of Kansas

**City of Louisburg** Kansas  
(Grantee)

By: \_\_\_\_\_  
(Name) (Title)

(SEAL)

ATTEST: \_\_\_\_\_  
(For the Grantee)

## SPECIAL CONDITIONS

In addition to the general terms and conditions of this Agreement, the Grantee and the Department hereby agree to the following Special Conditions:

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

## CERTIFICATION REGARDING LOBBYING

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Official

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

**AUTHORIZED SIGNATURE FORM**

Grantee Name: \_\_\_\_\_ Grant No.: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**AUTHORIZED SIGNATURES FOR REQUEST FOR PAYMENT**

Typed Name and Title

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Typed Name and Title

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Typed Name and Title

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Typed Name and Title

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

I hereby certify that the above signatures are authorized to sign the Request for Payment of CDBG funds (Form No. RP-1).

Typed Name and Title

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Certifying Official)

Automated Clearing House (A.C.H) accounts are required. Both the “Designation of Depository: Direct Deposit” and “Authorization for Electronic Deposit of Vendor Payment” forms must be on file with the Kansas Department of Commerce before any requests for payment of CDBG funds will be processed. The bank information including the ABA and account number on the forms must match. A copy of a voided check with the same ABA and account number must accompany the bank forms.

Early submission of these forms is recommended so as not to hold up payments.

Designation of Depository: Direct Deposit is required on each grant.

### **Authorization for Electronic Deposit of Supplier Payment**

Complete form and review all information for accuracy. **Be sure to put in the street address AND the PO Box (if the grantee has one); the telephone number and email of the contact person; and attach a copy of a voided check for the account.**

### **Designation of Depository: Direct Deposit**

Section 1 is completed by the grantee and signed by the Grantee’s Chief Elected Official. **Be sure both the street address AND the PO Box (if the grantee has one) are filled in.**

Section 2 is completed by the Bank.

**AUTHORIZATION FOR ELECTRONIC DEPOSIT OF SUPPLIER PAYMENT**  
 (Form must be completed by the Supplier. All fields are mandatory for completed sections.)

**Part I: Supplier Information**

SMART Supplier ID (Provided by state agency. Do not enter SSN or TIN.)			
SMART Supplier Name		Contact	
Street			
City		State	Zip
Telephone Number		Email	

**Part II: New Enrollments** All suppliers, individual and business, must include proof of checking or savings account (voided check or bank letter).

Bank Name	Supplier Name as It Appears on Bank Account
Bank Routing Number	Account Number
Account Type (select one): <input type="checkbox"/> Checking Account <input type="checkbox"/> Savings Account	

**Part III: Change in Banking Information** Complete all fields in Part II and Part III for a change in banking information.

Old Bank Name	Supplier Name as It Appears on Bank Account
Old Bank Routing Number	Old Account Number
Date of Recent Payment	Amount of Recent Payment

**Part IV: Signature of Supplier**

I, the undersigned, authorize the State of Kansas to originate future electronic deposit entries directly into my checking or savings account indicated above and to correct any errors which may occur from the transactions. I also authorize the Financial Institution to post these transactions to that account. This authorization is to remain in force until the State of Kansas receives written notice of cancellation from me. I certify under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (printed) \_\_\_\_\_ Job Title \_\_\_\_\_

**Part V: Agency Certification (to be completed by state agency)**

I, the undersigned, certify that I have contacted this supplier and have verified the information is true and correct and that the contact is authorized to make account changes for the supplier.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Print Name \_\_\_\_\_

Agency Number \_\_\_\_\_ Agency Phone Number \_\_\_\_\_

Supplier Contact Name \_\_\_\_\_ Supplier Contact Phone/Email \_\_\_\_\_

# KANSAS DEPARTMENT OF COMMERCE

DESIGNATION OF DEPOSITORY: DIRECT DEPOSIT

Section 1: DESIGNATION		
GRANTEE	Project No.	
STREET ADDRESS		PO BOX
CITY	STATE	ZIP CODE
Please check one of the following: <input type="checkbox"/> a special account has been established; or <input type="checkbox"/> the General account exists for the direct deposit of CDBG Funds at the following bank:		
BANK NAME		
ADDRESS		
CITY	STATE	ZIP CODE
The account number to which all CDBG monies for this project will be deposited is:		
Bank's ABA NO.	ACCOUNT NO.	
I certify that this is a non-interest bearing account which shall be maintained on a basis consistent with Fiscal Service, Treasury 31 CFR Ch. 11 Part 205.		
GRANTEE CHIEF ELECTED OFFICIAL'S TYPED NAME		DATE
SIGNATURE OF GRANTEE CHIEF ELECTED OFFICIAL:		
Section 2: CERTIFICATION BY DEPOSITORY		
<p>The account identified in Section 1 has been established with this bank. All necessary documentation including a power of attorney where necessary, which will enable this bank to receive CDBG funds directly from the State of Kansas to the account identified in Section 1 without any endorsement by the payee, has been received and is in this depository's custody.</p> <p>This depository's deposits are insured by: _____</p> <p>Appropriate collateral will be pledged by this bank any time that the depositor's balance exceeds this insurance limit.</p> <p>Immediately upon deposit of CDBG funds we will notify the grantee and, subsequently, provide a copy of the documentation of deposit. Monthly statements that show the checks payee name will be provided to the account holder.</p>		
AUTHORIZED BANK OFFICER'S TYPED NAME		DATE
SIGNATURE OF AUTHORIZED BANK OFFICER:		