

CITY COMMISSION MEETING

February 17, 2021 at 7:00 PM

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

Agenda

Meeting Items

1. Members Present:
2. Consent Agenda
3. Consent Agenda
4. Public Comment
5. Consider Bids for New Pickup for Engineering Department
6. Consider Request for Exchange of Federal Funds under the Federal-Aid Fund Exchange Master Agreement with KDOT
7. Consider and Authorize the Mayor to Sign Contracts for the Sale of 306 S. Congress Street and 310 S. Congress Street
8. Consider Request for Ordinance and Application for a Conditional Use Permit for Homeless Shelter to Operate at 1236 E 12th Ave
9. Consider Request for the Creation of the Whittier II Addition Subdivision Minor Plat
10. Consider Agreement with American Ramp Co. for a Concept Design of Santa Fe Park
11. Consider Appointment of City Members to the Emporia/Lyon County Metro Area Committee
12. Consider Appointment Amending City Code Sec. 16-266 Pertaining to Face Masks
13. Consider Approval of MOU for the Purchase of 1503 E. Logan Avenue
14. Report from City Manager on City Activities
15. Executive Session



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

AGENDA ITEM SUMMARY

MEETING DATE: February 17, 2021

ITEM NUMBER: 2

SUBJECT: Mayor and City Commissioners Reports and Comments

RECOMMENDATION:

BACKGROUND SUMMARY

This is a time for the Mayor and City Commissioners to make comments and reports to the Public.

The following is general information for the month of January for the community:

1) Monthly Local Retail Sales Tax Receipts Update

	2020	2021	
	\$395,954.52	\$396,352.40	Increase of \$397.88 for the month, and
YTD	\$ 395,954.52	\$ 396,352.40	Overall increase of 0.10% from year 2020

2) City Share from County Tax

	2020	2021	
	\$205,197.27	\$199,642.18	Decrease of \$5,555.09 for the month, and
YTD	\$ 205,197.27	\$ 199,642.18	Overall decrease of 2.71% from year 2020

3) Building Permits issued from 12/1/2020 to 12/31/2020 for new construction, remodeling/repairs and demolition.

Total number of building permits issued through Code Services:	38
Total of valuations associated with those building permits:	\$ 476,859.00
Total number of dollars collected for Building Permit Fees:	\$ 4,253.00

Building Permits issued from 1/1/2021 to 1/31/2021 for new construction, remodeling / repairs and demolition.

Total number of building permits issued through Code Services	38
Total of valuations associated with those building permits:	\$ 21,430,352.00
Total number of dollars collected for Building Permit Fees:	\$ 53,811.50

Construct - single family dwellings	4
Demo - single family dwellings	1

Flint Hills Mall CID for January	\$ 17,676.28
Year to Date Total	\$ 17,676.28

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

MEETING DATE: February 17, 2021

ITEM NUMBER: 3

SUBJECT:

Consent agenda:

The items listed on the Consent Agenda are considered by the Governing Body to be routine business items. Approval of the items may be made by a single motion, second and majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, at his/her request, it will be removed from the Consent Agenda and considered separately.

- a. Consider minutes of the Meetings held on February 3, 2021.
- b. Consider ratification of Payroll Ordinance for the periods ending on February 12, 2021.
- c. Consider for Approval January Budget.
- d. Consider Set Bid Date and Time for Water Department Remodeling.
- e. Consider Set Bid Date and Time for 2021 Street Seal Program.

RECOMMENDATION:

- a. Approve Minutes.
- b. Approve Payroll.
- c. Approve Budget.
- d. Approve Time and Date.
- e. Approve Time and Date.

BACKGROUND SUMMARY:

ACTION RECORD

Action: _____

Motion: _____

Second: _____

Abstained: _____

Vote: _____

GEITZ _____

GIEFER _____

GILLIGAN _____

SMITH _____

BRINKMAN _____

AGENDA ITEM SUMMARY

MEETING DATE: February 17, 2021

ITEM NUMBER: 3d

SUBJECT: Set 2:00 p.m. March 4, 2021, as the time and date to receive bids for Water Department remodeling.

RECOMMENDATION: Set the Time and Date.

BACKGROUND SUMMARY:

Accounting/Water Service/ Human Resources remodeling project

City staff has been talking and planning for a couple of years about moving the human resources department to the accounting and water service area in order to provide additional office coverage as well as cross training. This remodel will allow staff to spread out more, provide more security and still be able to provide excellent customer service. The new layout includes a small conference room to be used for new personnel orientation and other meetings involving accounting and human resource personnel. This project has been budgeted using funds in the Multi Year fund. The current budget amount is \$261,242.50.

Following is a timetable for this purchase:

Commission to set bid date	February 17, 2021
Pre-Bid	February 25
Receive bids	March 4
Commission to consider bids	March 17

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

MEETING DATE: February 17, 2021

ITEM NUMBER: 3e

SUBJECT: Set 2:00 p.m. on March 10, 2021, as the time and date to receive bids for the 2021 Street Seal Program.

RECOMMENDATION: Set the Time and Date.

BACKGROUND SUMMARY:

This project will consist of providing all labor and equipment to lay approximately 53,937 square yards of chip seal, 11,000 pounds of crack seal, 20 tons of leveling course, and 930 square yards of milling. The budgeted funds for this program is \$200,000.00.

Listed below is a proposed timetable for this project:

Commission to set bid date	February 17, 2021
Staff to receive bids	March 10
Commission to consider bids	March 17

Attached are the residential streets projected to be chip sealed this year.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

2021 Chip and Fog Seal					
STREET	From	To	SF	SY	UNIT
1st Avenue	Commercial Street	Merchant Street	7,020	780	SY
1st Avenue	Merchant Street	Constitution Street	6,116	680	SY
1st Avenue	Mechanic Street	Commercial Street	7,500	833	SY
1st Avenue	Market Street	Mechanic Street	8,100	900	SY
2nd Avenue	Merchant Street	Constitution Street	6,708	745	SY
2nd Avenue	Market Street	Commercial Street	12,540	1,393	SY
4th Avenue	Commercial Street	Merchant Street	14,750	1,639	SY
4th Avenue	Merchant Street	Constitution Street	12,096	1,344	SY
4th Avenue	Mechanic Street	Commercial Street	14,335	1,593	SY
4th Avenue	Union Street	Mechanic Street	20,410	2,268	SY
5th Avenue	Commercial Street	Merchant Street	15,150	1,683	SY
5th Avenue	Merchant Street	Congress Street	18,150	2,017	SY
5th Avenue	Mechanic Street	Commercial Street	13,340	1,482	SY
7th Avenue	Commercial Street	Merchant Street	13,386	1,487	SY
7th Avenue	Merchant Street	Constitution Street	13,050	1,450	SY
7th Avenue	Mechanic Street	Commercial Street	14,400	1,600	SY
7th Avenue	Union Street	Mechanic Street	14,760	1,640	SY
8th Avenue	Commercial Street	Merchant Street	10,065	1,118	SY
8th Avenue	Merchant Street	Constitution Street	6,900	767	SY
8th Avenue	Mechanic Street	Commercial Street	9,702	1,078	SY
8th Avenue	Union Street	Mechanic Street	16,098	1,789	SY
9th Avenue	Merchant Street	Constitution Street	7,800	867	SY
9th Avenue	Mechanic Street	Commercial Street	8,262	918	SY
10th Avenue	Commercial Street	Merchant Street	7,344	816	SY
11th Avenue	Commercial Street	Merchant Street	6,900	767	SY
11th Avenue	Merchant Street	Constitution Street	7,830	870	SY
West 6th Avenue	US Highway 50	Graham Street	139,040	15,449	SY
West 6th Avenue	Graham Street	Graphic Arts Road	53,680	5,964	SY
Crack Seal				11,000	LBS
Leveling Course (1" Avg)				20	Tons
Edge Milling	7th and 10th Avenues (Commercial to Merchant)			930	SY
Chip Seal				53,937	SY

AGENDA ITEM SUMMARY

MEETING DATE: February 17, 2021

ITEM NUMBER: 4

SUBJECT: Public Comment

RECOMMENDATION:

BACKGROUND SUMMARY:

Citizen Appearance Procedures

Presentations by individuals during "Citizen Appearance" portion of the Commission agenda shall be limited two minutes each. No personal attacks, comments or opinions shall be expressed or made against or about any member of the Commission, Mayor, City Employee, individual group, or corporation.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

AGENDA ITEM SUMMARY

MEETING DATE: February 17, 2021

ITEM NUMBER: 5

SUBJECT: Consider bids for New Pickup for Engineering Department.

RECOMMENDATION: Award One New 2021 Ford F150 Pickup for a total of \$28,716.00 to John North Ford.

BACKGROUND SUMMARY:

This new vehicle will be replacing an old Chevy Impala which was handed down from the Police Department. The pickup will be purchased off of the Police Vehicle bid process. The specifications required by Engineering are very close to the Police pickup specifications. After considering how good the bid was from Ford and that Chevrolet is not bidding due to plant shutdown, staff is recommending the purchase of a F-150 from John North Ford white in color and mince the roll up bed cover as indicated on the bid tabulation. The City will dispose of the old impala through Purple Wave Auctions.

The 2021 budget for this replacement is \$25,000.00.

Following is a bid tabulation for this purchase:

BID TABULATION

Year Make Model	John North Ford 3002 W. HWY 50 Emporia, KS.	Longbine Auto 3012 W. HWY 50 Emporia, KS	Emporia Motors 1815 W. HWY 50 Emporia, KS
	Bid	Bid	Bid
2021 Ford Interceptor	\$34,486.00		
Hybrid	\$37,638.00		
2021 Ford F150 Pickup	\$29,990.00		
Roll up bed cover	<u>(\$1,274.00)</u>		
Net	\$28,716.00		
2021 Chevy Tahoe		\$39,524.96	
2021 Chevy Silverado Pickup		No Bid	
2021 Dodge Durango			No Bid
2021 Dodge Ram Pickup			No Bid

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

MEETING DATE: February 17, 2021

ITEM NUMBER: 6

SUBJECT: Consider Request for Exchange of Federal Funds under the Federal-Aid Fund Exchange Master Agreement with KDOT.

RECOMMENDATION: Approve the request for Federal-Aid Funds Exchange and Authorize the Mayor to sign it.

BACKGROUND SUMMARY:

The Federal Funds distribution from KDOT via the Federal-Aid program allows for use of the funds at 100% of the amount if using in or on a Federal-Aid project in conjunction with KDOT. That type of project (through the many programs within in it) tends to increase the time and cost of developing such a transportation related project through KDOT.

The funds exchange program allows much more flexibility in spending these dollars in ways that are more streamlined for local governments. The program dollars were spent last year on the City's share of the 75/25 Economic Development Award with KDOT for paving around Industrial Park III (Weaver Street, South Avenue, & Logan Avenue).

The current exchange rate \$0.90 for every \$1.00 of federal funds allotted to the local governments.

Attached is the Request To Exchange Federal Funds form from KDOT.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____



REQUEST TO EXCHANGE FEDERAL FUNDS
under the Federal-Aid Fund Exchange Master Agreement

City of Emporia

Federal Funds to Be Exchanged: \$339,269.45

Exchange Rate for 2021: \$0.90 State Funds/\$1.00 Federal Funds

Available Funds After Exchange: \$305,342.51

The Secretary of Transportation is hereby requested to make available to the city/county State Funds in exchange for the city's/county's allotment of Federal Funds in the amount stated above. The Exchange will be made under the Terms and Conditions as set forth in the city/county's Federal Fund Exchange Master Agreement previously executed between the city/county and the Secretary. This request shall be attached to and become a part of the city/county's Federal Funds Exchange Agreement.

Contact Person: _____ Title: _____

Address: _____

Phone: _____ Email: _____

*Signature** *Date*

Typed or Printed Name

Title

**The representative signing this request must be authorized by law to bind the city/county to an agreement.*

AGENDA ITEM SUMMARY

MEETING DATE: February 17, 2021

ITEM NUMBER: 7

SUBJECT: Consider and Authorize the Mayor to Sign Contracts for the Sale of 306 S. Congress Street and 310 S. Congress Street.

RECOMMENDATION: Approve Sale and Authorize Mayor to Sign.

BACKGROUND SUMMARY:

306 S. Congress Street- At the February 10th Study Session the Commission indicated it wanted to accept the initial purchase offer of \$189,000, which included the State grant of \$15,000. Sale documents may state the sale amount of \$174,000, with the City drawing the remaining \$15,000 directly from the State of Kansas. The contract will include a call clause, which will allow the property to continue to be marketed to a certain date and additional offers to be made.

310 S. Congress Street- The Commission's counteroffer of \$210,000 was verbally approved according the broker. This amount would include the \$15,000 State grant. Sale documents may state the sale, amount as \$195,000, with the City drawing the remaining \$15,000 directly from the State of Kansas.

Attached are copies of the contracts.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____



REAL ESTATE CONTRACT

Uniform Contract for Sunflower Association of REALTORS®, Inc.



CONTRACT PREPARATION DATE: February 10, 2021

SELLER (Name & marital status): City of Emporia Kansas

BUYER (Name & marital status): Floyd Booth

A Single Person

Do you want to take title in joint tenancy with right of survivorship? ☐ Yes ☒ No

FOR GOOD AND VALUABLE CONSIDERATION, Buyer and Seller agree as follows:

PROPERTY: Seller agrees to sell and Buyer agrees to buy the following described real estate located in Lyon County, KS:

Legal Description (Correct legal description to appear on deed as per title evidence)

commonly known and described as 306 S Congress St Emporia KS 66801-4650
Address City State Zip

The real estate, together with attached improvements, shall include, if present: gas heaters; attic fan and/or ceiling fans; heating & cooling systems; all window air conditioning unit(s); lighting; plumbing; attached fireplace screens and doors; bathroom mirrors and attached mirrors; window and porch shades, shutters, storm windows, and storm doors; keys; screens; all attached and unattached window and door coverings now in place; attached curtain and drapery rods; awnings; TV antenna, antenna rotor, TV wall mounts; built-in sound equipment; water softener (if owned); attached outside cooking units; gas lights; automatic garage door equipment including remote transmitter(s); attached and unattached wall-to-wall carpeting; built-in kitchen appliances; shelves; fire, smoke, carbon monoxide, and burglary detection systems (if owned); mail boxes; installed water well pumps; rural water meters/certificates; propane tank(s) (if owned), including any remaining propane in the tank at the time of possession; swimming pool and all pool equipment; attached and/or unattached sheds and/or outbuildings; all flowers, trees, and shrubs; and anything else buried, nailed, bolted, screwed, glued, or otherwise permanently affixed to the premises, or any improvements thereon, with the following exceptions:

2. PURCHASE PRICE & FINANCING: The total purchase price is \$ 174,000.00

One Hundred Seventy-Four Thousand

Dollars, payable as follows:

- (a) \$ 1,000.00 in the form of personal check as earnest money. Earnest money is deposited as a good faith assurance that Buyer shall fulfill the terms and conditions of this contract. Earnest money funds will be deposited within five (5) business days of contract acceptance or _____ (alternative date agreed). Said earnest money shall be applied to Buyer's acquisition costs as closing.
- (b) The remaining balance of the purchase price to be paid (check applicable box):
- ☒ (i) CASH: In cash, \$ 0.00 as follows: certified funds at closing
 - ☐ (ii) ASSUMPTION OF EXISTING MORTGAGE: See attached Addendum.
 - ☐ (iii) INSTALLMENT SALE: See attached Addendum.
 - ☒ (iv) NEW MORTGAGE: In cash, including the proceeds of a new mortgage loan hereinafter described. This Contract is conditioned upon Buyer obtaining a loan approval from Crystal Clear Mortgage (lender) of not less than \$ 174,000.00 with interest at 4.000 % per annum, or less, payable over a period of 30 years, secured by a first real estate mortgage against the above-described property.

Buyer and Seller agree that any mortgage lenders and settlement providers involved in this transaction are authorized to provide copies of any Loan Estimates or Closing Disclosures to any real estate licensees involved in this transaction.

Buyer shall finalize a loan application including any upfront fees required by the lender not later than five (5) business days after the date this Contract is executed and shall exercise all reasonable efforts to secure the same. In the event loan approval is not obtained by the contract closing date, this Contract can be cancelled at the option of either Buyer or Seller, whereupon each party shall be relieved of any further obligation to complete this transaction. In the event compliance inspections are required, Buyer shall pay the fees not to exceed \$ 100.00 unless the other party agrees to pay the balance to keep the contract in force. If it is necessary to activate any utilities to perform requested appraisals, Seller or Seller's Representative will ensure activation of utilities at Seller's expense.

Seller (s)

Buyer (s)

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Ek Real Estate, 1201 W 6th St Emporia KS 66801
Ek Real Estate

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Phone: 6203423366

Fax:

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Revised 03/2020

306 S Congress St

☐ **CONVENTIONAL LOAN:** Type of conventional loan: _____ (fixed or adjustable)

It is expressly agreed that, notwithstanding any other provisions of this Contract, Buyer shall not be obligated to complete the purchase of the property, or incur any penalty by forfeiture of earnest money or otherwise, if the appraised value of the property is less than the purchase price. However, Buyer may proceed with the purchase without regard to the amount of the appraised valuation.

☒ **VA LOAN:** The VA loan amount, plus any funding fee not paid in cash as outlined below, shall be guaranteed by the Department of Veteran Affairs. N/A shall pay the discount necessary to secure such VA loan up to a maximum of N/A % of the loan amount. The funding fee, not to exceed 2.300 % of the loan, shall be paid by Buyer as follows: **Financed into loan**

It is expressly agreed that, notwithstanding any other provisions of this Contract, Buyer shall not be obligated to complete the purchase of the property, or incur any penalty by forfeiture of earnest money or otherwise, if the Contract purchase price exceeds the reasonable value of the property established by the Department of Veterans Affairs. However, Buyer may proceed with the purchase without regard to the amount of the reasonable value as established by the Department of Veterans Affairs.

Seller shall, in addition to any other sums provided for herein, pay all costs associated with obtaining the Buyer's loan which the Department of Veterans Affairs will not permit Buyer to pay, provided said costs do not exceed \$ _____.

☐ **FHA LOAN:** The _____ FHA loan amount, plus any mortgage insuring fee not paid in cash as outlined below, shall be insured by the Federal Housing Administration. _____ shall pay the discount necessary to secure such FHA insured loan up to a maximum of _____ % of the loan amount. The mortgage insurance fee, not to exceed _____ % of the loan, shall be paid by _____ as follows: _____ An additional insuring fee of _____ % shall be paid by Buyer in monthly installments.

It is expressly agreed that, notwithstanding any other provisions of this Contract, Buyer shall not be obligated to complete the purchase of the property, or to incur any penalty by forfeiture of earnest money or otherwise, unless the Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the property of not less than \$ _____ (purchase price). The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. **HUD does not warrant the value or the condition of the property. Buyer should satisfy himself that the price and condition of the property are acceptable.**

Seller shall, in addition to any other sums provided for herein, pay all costs associated with obtaining the Buyer's loan which the FHA will not permit Buyer to pay, provided said costs do not exceed \$ _____.

☐ **USDA/RURAL DEVELOPMENT LOAN**

It is expressly agreed that, notwithstanding any other provisions of this Contract, Buyer shall not be obligated to complete the purchase of the property, or incur any penalty by forfeiture of earnest money or otherwise, if the appraised value of the property is less than the purchase price. However, Buyer may proceed with the purchase without regard to the amount of the appraised valuation.

3. **CLOSING & POSSESSION:** This Contract shall be closed at a time and date mutually agreed to by the parties, but in no event later than 12:00 P.m., May 21, 2021 (date). Possession of the property, in the condition described in Section 8, shall likewise be at time and date mutually agreed to by the parties, but in no event later than 12:00 P.m., May 21, 2021 (date).

For new mortgages, closing agent fee shall be classified as a Buyer Closing Cost. For any other financing, closing agent fee shall be paid by: ☐ Seller ☒ Buyer ☐ Split evenly between Buyer and Seller.

4. **TAXES & OTHER ITEMS TO BE PRORATED:** Taxes and assessments and any required Homeowner Association dues and/or insurance due and payable for the calendar year 2021, and all prior years, and pro rata share of the 2020 taxes, assessments, required Homeowner Association dues, and insurance as of date of closing, (based on 2020 general taxes and N/A special assessments, if any), shall be paid by Seller. All taxes and assessments and any required Homeowner Association dues and/or insurance that may be levied, imposed, or become payable after said time, shall be assumed and paid by Buyer. The parties acknowledge that the taxes may be substantially higher or lower than the previous year's taxes due to Kansas law requiring periodic reappraisal. **In the event of special assessments, see attached Seller's Special Assessment Disclosure Addendum. (K.S.A. 12-601 et seq. and amendments thereto)**

5. **MARKETABLE TITLE:** Seller shall make available to Buyer prior to closing of this Contract, at Seller's expense, as evidence of marketable title, a standard owner's preliminary title insurance report, and, after closing of this Contract, a standard owner's title insurance policy that will insure Buyer against loss or damage to the extent of the total purchase price by reason of defects in the Seller's title to said real estate, subject to the exceptions below. Seller shall be responsible to use due diligence to resolve any title defects at the Seller's expense subject to the exceptions below. If the Seller shall be unable to deliver marketable title as herein provided, this Contract shall be of no further force or effect.

Seller (s) _____

Buyer (s) _____

Seller shall convey title by General Warranty Deed, or a deed acceptable to the title company issuing the title insurance, to be delivered to Buyer at the closing of this Contract upon receipt of the total purchase price, free of all liens and encumbrances except:

- (a) Zoning, conditions, restrictions, deed restrictions, reservations, rights of way, and easements of record, if any, which do not materially affect the value or prohibit the use of the property for residential ;
- (b) Encumbrances created by the Buyer;
- (c) Installments, if any, of special assessments not yet due;
- (d) Tenants rights N/A ;
- (e) Other exceptions N/A

6. **LIENS:** Seller shall pay all contractors, subcontractors, laborers, or suppliers for all work done or material furnished to the property prior to the closing of this Contract which might form the basis of a mechanic's lien. Seller shall indemnify and hold Buyer and real estate companies and licensees involved in this transaction harmless from any obligation for payment of any amounts by reason of any mechanic's liens which may be filed for labor performed or material furnished prior to the closing of this Contract.

7. **ESCROW:** Moon Title and Escrow is hereby designated as escrow agent of both parties. All monies paid and to be paid, prior to the closing of this transaction, and the deed and other papers that may be delivered hereunder, shall be paid and delivered to said escrow agent, who shall hold and then pay and deliver the same to the respective parties entitled thereto upon full performance of all the terms of this Contract.

If this Contract is canceled at the option of one of the parties hereto under the provisions of sections 2, 5, 9, 10, 12, or 15, Buyer's earnest money may, upon agreement of Seller, be returned to Buyer, less the cost of any reports, inspections, or other costs Buyer is obligated to pay under this Contract. Buyer agrees to pay immediately any costs that exceed the earnest money. Upon completion of disposition of the earnest money and payment of said costs pursuant hereto, this Contract shall be of no further force or effect, and all parties to this Contract and real estate companies and their agents shall be released from further liability hereunder.

Notwithstanding any other terms of this Contract providing for forfeiture or refund of the earnest money, the parties understand that applicable Kansas real estate laws prohibit the escrow agent from distributing the earnest money, once deposited, without the consent of all parties to this Contract. Buyer and Seller agree that failure by either to respond in writing to a certified letter from Broker within seven (7) calendar days of receipt thereof or failure to make written demand for return or forfeiture of earnest money within thirty (30) calendar days of notice of cancellation of this Contract shall constitute consent to distribution of the earnest money as suggested in any such certified letter or as demanded by the other party hereto.

Buyer and Seller agree that the Escrow Agent may retain any interest earned on escrowed funds.

8. **INTERIM MAINTENANCE:** Seller shall maintain the property and improvements in its present condition and deliver possession in a like or better condition than present, reasonable wear and tear excepted.
9. **PROPERTY INSURANCE & LOSS:** Seller agrees to maintain in force, until the closing of this Contract, all property insurance now in effect on the improvements. In the event of loss or damage to the improvements prior to the closing of this Contract, the insurance proceeds, plus any deductible to be paid by Seller, shall, at the option of Buyer, be used to repair damage or applied to reduce the purchase price. If proceeds are inadequate to restore the improvements to substantially their same condition as before loss or damage, or in the event of an uninsured loss, this Contract may be canceled at the option of either Seller or Buyer.

Buyer will obtain an insurance binder by May 21, 2021 (date) to go into effect upon closing.

ALERT: Buyer needs to be aware that federally designated high risk flood areas are subject to change. Buyer should consult their insurance agent and city or county planning department. (For more information, visit FEMA's Flood Map Service Center at <https://msc.fema.gov>.)

10. **LEAD-BASED PAINT:** *If the property for this transaction includes a dwelling built prior to 1978, the attached DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS is made part of this Contract.*

11. **DISCLOSURES:**

- 11a. **PROPERTY CONDITION:** Buyer has carefully inspected the property, and, subject to any inspections included in this Contract, agrees to purchase the property in its present condition. No warranties or guarantees of any kind are made by Seller or any real estate licensee concerning the condition or value of the property, unless expressly set forth in this Contract or specifically implied by Kansas law. **Buyer acknowledges that neither Seller nor any real estate licensee involved in this transaction is an expert at detecting or repairing physical defects in the property.** Except for information provided in the Seller's Property Disclosure Statement, Buyer states no important representations concerning the condition of the property are being relied upon by Buyer.

Buyer acknowledges that defects or conditions concerning the property may exist of which Seller may not be aware, but could be revealed as a result of an inspection by a qualified professional.

Buyer acknowledges receipt and acceptance of Seller's Property Disclosure Statement dated N/A.

Buyer agrees to verify, by an independent investigation, information Buyer deems important. Buyer has been advised to have the property examined by professional inspectors. Buyer acknowledges that no important representations have been made by any real estate licensee, and further, that none have been made by Seller other than the information provided in the Seller's Property Disclosure Statement.

11b. **STATE REQUIRED DISCLOSURES:**

REGISTERED OFFENDERS: Kansas law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you, as the buyer, desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local sheriff's office.

RADON: Every buyer of residential real property is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires sellers to disclose any information known to the seller that shows elevated concentrations of radon gas in residential real property. The Kansas Department of Health and Environment recommends all homebuyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation technician. For more information, please go to <http://www.kansasradonprogram.org>.

12. **INSPECTIONS:** The purpose of conducting an inspection is to evaluate the present condition of the property and its major systems. Buyer and Seller agree that whenever the term "as is" condition is used herein, the term shall be deemed to mean its "present existing condition" without warranty, except for warranties specifically implied by Kansas law or expressly set forth in this Contract. The parties further agree that the inspections selected by them shall be included as terms and/or conditions of said Contract, while the inspections initialed as declined have been offered and are not made part of this Contract. Seller shall afford Buyer reasonable access to the property to conduct the inspections, re-inspections, inspection of any repairs or replacements completed by Seller, and/or final walk-through prior to closing. Seller or Seller's Representative will ensure activation of utilities necessary for inspection, including water, gas, and electric service, at Seller's expense. Buyer shall be responsible and pay for any damage to the property resulting from the inspection(s). Buyer and Seller authorize all inspection reports to be provided in writing to all parties and all real estate licensees involved in this transaction. Buyer and Seller agree that any repairs or replacements which are performed pursuant to the following provisions shall be completed in a workmanlike manner.

12a. **BUYER WAIVER OF INSPECTION(S):**

_____ Buyer agrees to accept the property in its "as is" condition without any inspections.

- 12b. **WOOD DESTROYING INSECT INFESTATION INSPECTION:** Listing Company is authorized to obtain by 05/21/2021 (date), and _____ Buyer agrees to pay for a wood destroying insect infestation inspection of subject property by Rainbow Pest Control, (a state licensed pest control company of Buyer's choice), at a cost not to exceed \$ 75.00. A written report from said company shall be furnished showing the main structure and any attachments thereto and detached garage, should there be any, to be free of visible evidence of wood infestation. If evidence of wood infestation is present, Buyer may cancel this Contract unless Seller agrees to pay for treatment of the infestation by a licensed pest control company. If any structural damage has been caused by infestation, Buyer may cancel this Contract unless Seller agrees to repair said damage.

- 12c. **WASTE WATER DISPOSAL INSPECTION:** Listing Company is authorized to obtain by _____ (date), and _____ agrees to pay for an inspection of the private wastewater disposal system of subject property by the applicable County Department or their designee. If written inspection report shows the private wastewater disposal system to have deficiencies, Buyer may, at his option, accept the property in its "as is" condition, or cancel this Contract; however, Seller may, at his option, keep this Contract in force by paying for any repairs, replacements, or modifications deemed necessary to correct such deficiencies.

- 12d. **BOUNDARY LOCATION:** Listing Company is authorized to obtain by _____ (date) (20) calendar days after contract acceptance if left blank), and _____ agrees to pay for either:

- ☐ a Mortgagee Title Inspection, or
☐ a Boundary and Improvement Location Survey, or
☐ an ALTA Survey

by _____, a licensed surveyor. If encroachments are found which affect marketable title, Buyer may, at his option, accept the property in its "as is" condition, or cancel this Contract; however, Seller may, at his option, keep this Contract in force by paying for the cost of correcting the defect.

- 12e. **EXCLUSIONS FROM INSPECTION(S):** Any items that are strictly of a cosmetic nature that do not pertain to the mechanical or structural integrity or safety of the property are excluded. Inspections are not intended to identify features of the property which Buyer has already considered in determining the purchase price. Items marked "not working" or "not included" on the Seller's Disclosure are expressly excluded from the inspection provisions, shall not be considered unacceptable conditions, and may not be used by the Buyer as a basis for cancelling the Contract or requesting repairs.

For purposes of this contract, an "unacceptable condition or deficiency" is any functional defect or any condition detrimental to health or safety of occupants.

Seller (s) _____
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Buyer (s) _____

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- 12f. **ADDITIONAL INSPECTIONS:** Buyer or Buyer's representative, at Buyer's expense, shall have the right, on or before _____ (ten (10) calendar days after contract acceptance if left blank) to conduct inspections as selected herein to evaluate the present condition of the property and its major systems under conditions set forth in paragraph 12 of the contract. Buyer may have the property inspected, including, without limitation, the following: (a) mechanical equipment, plumbing and electrical system, heating and central air conditioning system(s); (b) structural aspects of the property, including the following: foundation, slab, drainage, roof, fireplace, chimney, siding, windows, doors, ceilings, floors, walls, insulation, the interior, the exterior, fence, deck, patio, sidewalk, or driveway; and (c) environmental or health hazards affecting the property, including the following: radon gas, asbestos, mold or any other health hazard.

<u>Type of Inspection</u>	<u>Inspector/Inspection Company</u>	<u>Estimated Cost</u>
☐ EIFS/Siding	_____	_____
☐ Electrical	_____	_____
☐ Fireplace & chimney (and cleaning if necessary)	_____	_____
☐ Foundation	_____	_____
☐ Heating & air conditioning	_____	_____
☐ Mold &/or mildew	_____	_____
☐ Plumbing	_____	_____
☐ Radon	_____	_____
☐ Roof	_____	_____
☐ Sewer cam (and cleaning if necessary)	_____	_____
☐ Sewer snake augered	_____	_____
☐ Structural	_____	_____
☐ Whole house	_____	_____
☐ Private drinking water supply	_____	_____
☐ Other	_____	_____
☐ Other	_____	_____

Offered to Buyer & Declined

_____ Buyer has been advised to obtain expert advice from inspectors regarding each of the inspections in section 12. Each inspection not selected by Buyer was offered to Buyer and declined.

Listing Company is authorized to schedule and obtain the above-specified written inspection reports. All specific inspections are to be performed by acknowledged contractors or professionals who are registered or licensed when registration or licensing is required.

In the event inspection reports from Paragraph 12f related inspections indicate the aggregate total cost for all repairs or replacements needing to be made can be properly completed for less than _____ (one percent (1%) of the contract sales price if left blank), Buyer agrees to accept subject property in its "as is condition."

In the event the repairs and replacements exceed the aggregate total, the Buyer may: (1) accept the property in its "as is" condition, or (2) elect to renegotiate the cost of repairs or replacements exceeding the aggregate total with Seller for "unacceptable conditions" or any "deficiency" (defined in Paragraph 12e), or (3) elect to cancel the Contract; however, Seller may, at his option, keep this Contract in force by agreeing in writing to complete the repairs or replacements exceeding the aggregate total. Buyer's notice shall be delivered in writing to Seller within seven (7) calendar days of the inspection deadline in Paragraph 12f.

Seller's notice shall be delivered to Buyer within seven (7) calendar days of receipt of Buyer's written notice.

Any of the foregoing notices executed and delivered in writing to the other party or the other party's agent prior to their respective deadlines will constitute sufficient notice.

- 12g. **FACTORS AFFECTING INSPECTIONS:** Buyer acknowledges such inspections may not identify deficiencies in inaccessible areas of the property and may be limited by weather conditions at the time of the inspections. If Buyer opts not to conduct inspection(s) or fails to deliver the completed written inspection reports to Seller or Seller's Representative as provided for above, Buyer shall be deemed to have waived any right to negotiate repairs, accepts the property in its "as is" condition, and agrees to proceed to closing in compliance with the remainder of this Contract.

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306 S Congress St

13. **HOME WARRANTY:** _____ (Listing or Selling) Company is authorized to obtain by _____ (date) or () warranty is in effect and _____ agrees to pay for a Home Protection or Warranty Plan from _____. Coverage shall be as described in the plan selected, with a deductible of \$ _____ per occurrence, at a cost not to exceed \$ _____. **Buyer understands that certain systems, components, pre-existing conditions and/or other structures may be limited or not be covered by said home warranty. Broker may receive a fee from warranty company.**

Offered to Buyer & Declined

The home warranty in section 13 was offered to Buyer(s) and declined.

14. **REAL ESTATE BROKERAGE RELATIONSHIPS: (APPLICABLE SECTIONS MUST BE CHECKED)**

Pursuant to the following:

- Listing Licensee, Aaron Sewell, of Ek Real Estate is functioning as: (Mark appropriate response)
 - ☒ Transaction Broker
 - ☐ Designated Seller's Agent (Supervising Broker acts as Transaction Broker.)
 - ☐ Seller's Agent
- Selling Licensee, Lynn Cunningham, of Ek Real Estate is functioning as: (Mark appropriate response)
 - ☒ Transaction Broker
 - ☐ Designated Buyer's Agent (Supervising Broker acts as Transaction Broker.)
 - ☐ Buyer's Agent
 - ☐ Designated Seller's Agent (Supervising Broker acts as Transaction Broker.)
 - ☐ Seller's Agent

Buyer and Seller acknowledge that the real estate licensees involved in this transaction may be functioning as agents of the Seller, agents of the Buyer, a Transaction Broker, or as Designated Agent(s) to represent the Seller or the Buyer. Licensees functioning as an agent of the Seller have a duty to represent the Seller's interest and will not be the agent of the Buyer. **INFORMATION GIVEN BY THE BUYER TO AN AGENT FOR THE SELLER WILL BE DISCLOSED TO THE SELLER.** Licensees functioning as an agent of the Buyer have a duty to represent the Buyer's interest and will not be the agent of the Seller. **INFORMATION GIVEN BY THE SELLER TO AN AGENT FOR THE BUYER WILL BE DISCLOSED TO THE BUYER.** A Broker or licensee, acting as a Transaction Broker, is not an agent for either the Seller or the Buyer and does not advocate the interests of either party, but is responsible for assisting both parties in closing the transaction. Buyer and Seller acknowledge that Real Estate Brokerage Relationships brochures have been furnished to them prior to entering into this Contract as prescribed by law.

15. **EXISTING CONTRACT:** It is expressly understood and acknowledged that there is currently in force and effect a Real Estate Contract with a different Buyer for this property. It is further understood that this Contract is contingent upon the existing Contract being declared null and void before _____ (A.M.) (P.M.), _____ (date). In the event said existing Contract is not declared null and void by said time, this Contract shall automatically become null and void and all earnest money paid hereunder shall be returned to Buyer.
16. **TIME IS OF THE ESSENCE:** If Buyer fails to comply with any of the terms of this Contract, this Contract shall, at the option of Seller, become null and void, and all rights of Buyer shall then terminate, and all monies paid and improvements made hereunder shall be retained by Seller as rent and as liquidated damages for said default by Buyer. In such event, Seller shall be entitled to possession of said real estate, free of all right, title, and interest of Buyer, and all parties shall be released from all further liability hereunder. If Seller does not exercise this option to cancel this Contract, Seller may exercise any other legal rights and remedies available to Seller under Kansas law.
17. **ELECTRONIC SIGNATURES:** Buyer and Seller agree that this transaction may be conducted through electronic means according to the Kansas Uniform Electronic Transactions Act. An "electronic record" means a record created, generated, sent, communicated, received, or stored by electronic means. An "electronic signature" means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. No real estate licensee in Kansas shall, unless authorized to do so by a duly executed power of attorney, sign or initial any written or electronic contractual agreement on behalf of a party to this Contract.

18. **MEDIATION:** Any dispute or claim arising out of or relating to this Contract, the breach of this Contract, or the services provided in relation to this Contract, shall be submitted to mediation in accordance with the rules and procedures of the Homesellers/ Homebuyers Dispute Resolution System (see <http://www.sunflowerrealtors.com>) prior to filing a lawsuit. Disputes shall include representations made by the Buyer, Seller, or any listing and selling broker(s) or their agents, employees and associate broker(s) in connection with the sale, purchase, financing, condition, or other aspect of the Property including, without limitation, allegations of concealment, misrepresentation, negligence, and/or fraud. Seller and Buyer shall pay an equal portion of the mediation fees and costs. Any party to this mediation will pay their own cost of counsel if any. Any agreement signed by the parties pursuant to the mediation conference shall be binding.

The following matters are excluded from mediation hereunder: (a) earnest money disputes; (b) judicial or non-judicial foreclosure or other action or proceeding to enforce a mortgage or escrow contract; (c) an unlawful detainer action; (d) the filing or enforcement of a mechanic's lien; (e) any matter which is within the jurisdiction of a probate court; (f) disputes during time before closing occurs or is scheduled to occur; (g) any matter that would involve a claim less than the maximum for small claims jurisdiction under Kansas law; and/or (h) violation of Kansas real estate license laws. Mediation fees will be prepaid before the mediation begins and a failure to pay a pro rata share will constitute a default in the obligation to mediate.

19. **ADDITIONAL PROVISIONS:**

- Seller to pay up to \$4,000.00 in Buyer's closing costs and pre-pays.

- Seller shall have the right to continue offering this property for sale through the Seller's Licensee/Broker. If Seller receives another acceptable offer before April 15, 2021, Seller's Licensee Broker shall immediately deliver notification of such offer to Buyer's Licensee/Broker. Upon receipt by Buyer's Licensee/Broker of said notice, Buyer shall within 48 clock hours, shall agree to close property within 45 days, or the contract will be cancelled and earnest money returned to Buyer. The notice period shall begin when Buyer's Licensee/Broker receives Seller's written or verbal notice. Notice to Buyer's Licensee/Broker shall constitute legal notice to Buyer.

This Contract constitutes the entire Contract between the parties and there are no representations, warranties, conditions, contracts, or agreements other than those expressly set forth herein. No other agreement, statement, promise, warranty, or representation made by any party to this Contract, or by any employee, officer, or agent of any party, that is not in writing and signed by all parties to this Contract, shall be binding.

This Contract shall extend to and become binding upon the heirs, executors, administrators, successors, and assigns of the respective parties. Prior to the closing of this Contract, Buyer shall not sell, assign, or transfer this Contract or any interest in said property without first obtaining the written consent of Seller.

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date last signed or initialed.

SELLER

BUYER

City of Emporia Kansas

Date

Floyd Booth

Date

Date

Date

Seller (s)

Buyer (s)

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306 S Congress St

RECEIPT BY ESCROW AGENT

The undersigned hereby acknowledges receipt of \$ _____ as earnest money and agrees to act as Escrow Agent. In the event Seller executes and delivers a deed prior to closing, said deed shall be delivered to said Buyer by the Escrow Agent upon the closing of this Contract, pursuant to its terms.

This receipt is executed _____ (date)

Company Moon Title and Escrow By _____



AGREEMENT FOR PERSONAL PROPERTY

Sunflower Association of REALTORS®, Inc.



This agreement is entered into this 10th day of February, 2021, by and between the following individuals and entities:

City of Emporia, hereinafter referred to as Seller, and Floyd Booth, hereinafter referred to as Buyer, A Single Person

WHEREAS Seller is selling the property commonly known as 306 S Congress St, Emporia, Kansas, under a Real Estate Purchase Agreement dated same as above, and Buyer is purchasing same, and WHEREAS there are certain personal property items in or on subject property which are of no value to Seller. Said items are as follows:
Refrigerator and stove to be included.

NOW, THEREFORE, it is agreed as follows:

1. Seller will abandon the personal property items upon his vacating of subject property, and
2. Buyer agrees that Seller may leave said items and that Buyer will not hold Seller liable for any cost of the Buyer to remove said items if said items are not retained by Buyer.
3. Seller does not warrant the after-closing condition of all personal property items listed herein.

The terms and provisions hereof shall extend to and be binding upon heirs, executors, administrators, devisees, legatees, trustees, and assigns of the respective parties hereto.

SELLER

BUYER

City of Emporia _____

 Date _____
 Date _____

Floyd Booth _____

 Date _____
 Date _____

KANSAS ENERGY EFFICIENCY DISCLOSURE

As required by KSA 66-1228

Kansas law requires the person building or selling a previously unoccupied new residential structure which is a single family or multifamily unit of four units or less shall disclose to the buyer or a prospective buyer, at any time upon request or prior to the signing of the contract to purchase and prior to closing if changes have occurred or are requested, information regarding the energy efficiency of the structure. For new residential structures that are completed and suitable for occupancy, but unsold, the completed disclosure form shall be made available to the buyer or a prospective buyer by the builder or seller when the residence is shown and at any other time upon request.

Common Address or Legal Description of Residence:

306 S Congress St., Emporia, KS 66801

Part 1: Builder **must** describe the following energy efficiency elements of this house:

****See Attached Engery Audit Report**

	Actual Value	2006 IRC/IECC* Zone 4	2006 IRC/IECC* Zone 5
Wall Insulation R-Value	_____	R-13	R-19 (or R-13 cavity + R-5 insulated sheathing)
Attic Insulation R-Value	_____	R-38	R-38
Foundation Insulation R-Value	_____		
Basement Walls	_____	R-10/13**	R-10/13**
Crawlspace Walls	_____	R-10/13**	R-10/13**
Slab-on-Grade	_____	R-10, 2 ft depth	R-10, 2 ft depth
Floors over Unheated Spaces	_____	R-19	R-30
Window U-Value	_____	0.40	0.35

	Actual Value	Current Federal Manufacturing Standards***
Water Heater		
Gas or Propane (Energy Factor)	_____	0.67 - (0.0019 x _____) **** = _____
Electric (Energy Factor)	_____	0.97 - (0.00132 x _____) **** = _____
Heating and Cooling Equipment		
Warm-Air Furnace (AFUE)	_____	0.78
Air Conditioner (SEER)	_____	13
Air-Source Heat Pump-Cooling (SEER)	_____	13
Air-Source Heat Pump (HSPF)	_____	7.7
[Note: Federal standards for geothermal heat pumps are not available.]		

Part 2: Builder **may** provide the following additional information about this house:

- _____ This residence has been/will be built to meet the energy-efficiency standards of the International Energy Conservation Code of 2006 (IECC 2006).
- _____ This residence has received a Home Energy Rating (HERS) index score of 100 or less based on an energy audit performed in accordance with the Mortgage Industry National Home Energy Rating Systems Standards (July 1, 2006) by a rater certified by Residential Energy Services Network (RESNET).
- _____ This residence is an Energy Star Qualified Home and has been verified and field tested in accordance with RESNET standards by a RESNET-accredited provider.

Seller Signature: _____ Date: _____

Seller Name and Address: _____

Buyer Signature: _____ Date: _____

Buyer Signature: _____ Date: _____

* See reverse for more information on existing standards and explanation of abbreviations.
 ** The first R-value applies to continuous insulation; the second to framing cavity insulation.
 *** Equipment meeting federal standards may not always be available.
 **** Insert rated storage volume in gallons.

May 2007



NEW HOME LIMITED WARRANTY ADDENDUM

Document updated:
April 2014

SELLER:

BUYER:

PROPERTY ADDRESS:

CONTRACT DATE:

City of Emporia Kansas
Floyd Betts
306 S. Congress
2-10-21

THIS ADDENDUM IS AN INTEGRAL PART OF THE NEW HOME RESIDENTIAL REAL ESTATE CONTRACT.

1. **LIMITED WARRANTY OPTIONS:** BUYER and SELLER agree that the following selected limited warranty shall be provided to the BUYER by the SELLER on the Property:

- ☒ A. **LIMITED ONE YEAR WARRANTY:** SELLER warrants the Property for a period of one (1) year from the Closing Date against structural and mechanical defects brought to the SELLER'S attention in writing within that time period. SELLER, at its expense, agrees to make all repairs and replacements of any nature or description to the Property, interior or exterior, structural or non-structural, as shall be necessary by reason of faulty workmanship or materials that are brought to the SELLER's attention in writing within the one year period following the Closing Date. The choice between repair and replacement shall be solely that of the SELLER. SELLER will not be liable or responsible for or obligated to repair or correct any workmanship performed or materials supplied by the BUYER or performed by anyone other than SELLER or SELLER's employees, agents, contractors or subcontractors or for any defects in the Property to the extent caused or made worse by negligence, improper maintenance or improper operation by anyone other than the SELLER or SELLER's employees, agents, contractors or subcontractors. The express written warranties provided in this section and otherwise contained in the Contract are in lieu of any implied warranties, including without limitation those of habitability, fitness for a particular purpose or merchantability. Service shall be provided by ☒ the SELLER ☐ the following named third party provider _____
- ☐ B. **SELLER-WRITTEN LIMITED WARRANTY PROGRAM:** The Property, including the Home to be constructed on the Property, is covered by the SELLER's Limited Warranty (the "Limited Warranty"), a copy of which shall be provided by the SELLER to the BUYER prior to ☐ the signing of the Contract ☐ Closing. The Limited Warranty contains the sole express warranty provided by the SELLER to the BUYER. Service shall be provided by ☐ the SELLER ☐ the following named third party provider _____
- ☐ C. **INSURED LIMITED WARRANTY PROGRAM:** The Property, including the Home to be constructed on the Property, shall be covered by a Limited Warranty Plan provided by _____ and shall be provided to the BUYER no later than the Closing Date.
- ☐ D. **EXTENDED LIMITED MECHANICAL EQUIPMENT WARRANTY/SERVICE PLAN:** ☐ BUYER ☐ SELLER agrees to purchase an Extended Limited Warranty Plan from _____ at a cost not to exceed \$ _____ with said sum to be paid at the time of Closing. The Limited Extended Warranty Plan is a limited service contract covering repair or replacement of certain working components on the Property, as described in the plan, subject to a per claim deductible. BUYER has been given a copy of the application for the warranty plan and agrees that the BROKER may receive a fee from the warranty company.

CAREFULLY READ THE TERMS OF THIS ADDENDUM BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

BUYER'S SIGNATURE _____

DATE _____

SIGNATURE OF COMPANY REPRESENTATIVE _____

DATE _____

BUYER'S SIGNATURE _____

DATE _____

NAME OF SELLER/COMPANY REPRESENTATIVE _____

Mayor
TITLE OF SELLER/COMPANY REPRESENTATIVE _____

New Home Limited
Warranty Addendum

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Ek Real Estate, 1201 W 6th Ave Emporia, KS 66801
Aaron Sewell

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Fax: 620.342.9360

Unfiled



REAL ESTATE CONTRACT

Uniform Contract for Sunflower Association of REALTORS®, Inc.



CONTRACT PREPARATION DATE: February 11, 2021

SELLER (Name & marital status): City of Emporia

BUYER (Name & marital status): Jesse J. Macias, Casey D. Macias

AMC

Do you want to take title in joint tenancy with right of survivorship? ☒ Yes ☐ No

FOR GOOD AND VALUABLE CONSIDERATION, Buyer and Seller agree as follows:

PROPERTY: Seller agrees to sell and Buyer agrees to buy the following described real estate located in Lyon County, KS:

Legal Description (Correct legal description to appear on deed as per title evidence)

TBD

commonly known and described as 310 S Congress St Emporia KS 66801-4650
Address City State Zip

The real estate, together with attached improvements, shall include, if present: gas heaters; attic fan and/or ceiling fans; heating & cooling systems; all window air conditioning unit(s); lighting; plumbing; attached fireplace screens and doors; bathroom mirrors and attached mirrors; window and porch shades, shutters, storm windows, and storm doors; keys; screens; all attached and unattached window and door coverings now in place; attached curtain and drapery rods; awnings; TV antenna, antenna rotor, TV wall mounts; built-in sound equipment; water softener (if owned); attached outside cooking units; gas lights; automatic garage door equipment including remote transmitter(s); attached and unattached wall-to-wall carpeting; built-in kitchen appliances; shelves; fire, smoke, carbon monoxide, and burglary detection systems (if owned); mail boxes; installed water well pumps; rural water meters/certificates; propane tank(s) (if owned), including any remaining propane in the tank at the time of possession; swimming pool and all pool equipment; attached and/or unattached sheds and/or outbuildings; all flowers, trees, and shrubs; and anything else buried, nailed, bolted, screwed, glued, or otherwise permanently affixed to the premises, or any improvements thereon, with the following exceptions:

2. PURCHASE PRICE & FINANCING: The total purchase price is \$ 195,000.00

One Hundred Ninety-Five Thousand

Dollars, payable as follows:

(a) \$ 1,000.00 in the form of check as earnest money. Earnest money is deposited as a good faith assurance that Buyer shall fulfill the terms and conditions of this contract. Earnest money funds will be deposited within five (5) business days of contract acceptance or _____ (alternative date agreed). Said earnest money shall be applied to Buyer's acquisition costs as closing.

(b) The remaining balance of the purchase price to be paid (check applicable box):

- ☐ (i) CASH: In cash, \$ _____ as follows: _____
- ☐ (ii) ASSUMPTION OF EXISTING MORTGAGE: See attached Addendum.
- ☐ (iii) INSTALLMENT SALE: See attached Addendum.
- ☒ (iv) NEW MORTGAGE: In cash, including the proceeds of a new mortgage loan hereinafter described. This Contract is conditioned upon Buyer obtaining a loan approval from LCSB (lender) of not less than \$ 195,000.00 with interest at 3.500 % per annum, or less, payable over a period of 30 years, secured by a first real estate mortgage against the above-described property.

Buyer and Seller agree that any mortgage lenders and settlement providers involved in this transaction are authorized to provide copies of any Loan Estimates or Closing Disclosures to any real estate licensees involved in this transaction.

Buyer shall finalize a loan application including any upfront fees required by the lender not later than five (5) business days after the date this Contract is executed and shall exercise all reasonable efforts to secure the same. In the event loan approval is not obtained by the contract closing date, this Contract can be cancelled at the option of either Buyer or Seller, whereupon each party shall be relieved of any further obligation to complete this transaction. In the event compliance inspections are required, _____ shall pay the fees not to exceed \$ _____ unless the other party agrees to pay the balance to keep the contract in force. If it is necessary to activate any utilities to perform requested appraisals, Seller or Seller's Representative will ensure activation of utilities at Seller's expense.

Seller (s)

Buyer (s)

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Ek Real Estate, 1201 W 6th St Emporia KS 66801
Ek Real Estate

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Phone: 6203423366

Fax:

COE-Macias 310 S

☒ **CONVENTIONAL LOAN:** Type of conventional loan: Fixed (fixed or adjustable)

It is expressly agreed that, notwithstanding any other provisions of this Contract, Buyer shall not be obligated to complete the purchase of the property, or incur any penalty by forfeiture of earnest money or otherwise, if the appraised value of the property is less than the purchase price. However, Buyer may proceed with the purchase without regard to the amount of the appraised valuation.

☐ **VA LOAN:** The VA loan amount, plus any funding fee not paid in cash as outlined below, shall be guaranteed by the Department of Veteran Affairs. _____ shall pay the discount necessary to secure such VA loan up to a maximum of _____ % of the loan amount. The funding fee, not to exceed _____ % of the loan, shall be paid by _____ as follows:

It is expressly agreed that, notwithstanding any other provisions of this Contract, Buyer shall not be obligated to complete the purchase of the property, or incur any penalty by forfeiture of earnest money or otherwise, if the Contract purchase price exceeds the reasonable value of the property established by the Department of Veterans Affairs. However, Buyer may proceed with the purchase without regard to the amount of the reasonable value as established by the Department of Veterans Affairs.

Seller shall, in addition to any other sums provided for herein, pay all costs associated with obtaining the Buyer's loan which the Department of Veterans Affairs will not permit Buyer to pay, provided said costs do not exceed \$ _____.

☐ **FHA LOAN:** The _____ FHA loan amount, plus any mortgage insuring fee not paid in cash as outlined below, shall be insured by the Federal Housing Administration. _____ shall pay the discount necessary to secure such FHA insured loan up to a maximum of _____ % of the loan amount. The mortgage insurance fee, not to exceed _____ % of the loan, shall be paid by _____ as follows:
An additional insuring fee of _____ % shall be paid by Buyer in monthly installments.

It is expressly agreed that, notwithstanding any other provisions of this Contract, Buyer shall not be obligated to complete the purchase of the property, or to incur any penalty by forfeiture of earnest money or otherwise, unless the Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the property of not less than \$ _____ (purchase price). The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. Buyer should satisfy himself that the price and condition of the property are acceptable.

Seller shall, in addition to any other sums provided for herein, pay all costs associated with obtaining the Buyer's loan which the FHA will not permit Buyer to pay, provided said costs do not exceed \$ _____.

☐ **USDA/RURAL DEVELOPMENT LOAN**

It is expressly agreed that, notwithstanding any other provisions of this Contract, Buyer shall not be obligated to complete the purchase of the property, or incur any penalty by forfeiture of earnest money or otherwise, if the appraised value of the property is less than the purchase price. However, Buyer may proceed with the purchase without regard to the amount of the appraised valuation.

3. **CLOSING & POSSESSION:** This Contract shall be closed at a time and date mutually agreed to by the parties, but in no event later than 5:00 p.m., March 12, 2021 (date). Possession of the property, in the condition described in Section 8, shall likewise be at time and date mutually agreed to by the parties, but in no event later than 5:00 p.m., March 12, 2021 (date).

For new mortgages, closing agent fee shall be classified as a Buyer Closing Cost. For any other financing, closing agent fee shall be paid by: ☐ Seller ☒ Buyer ☐ Split evenly between Buyer and Seller.

4. **TAXES & OTHER ITEMS TO BE PRORATED:** Taxes and assessments and any required Homeowner Association dues and/or insurance due and payable for the calendar year 2020, and all prior years, and pro rata share of the 2021 taxes, assessments, required Homeowner Association dues, and insurance as of date of Closing, (based on 2020 general taxes and 2021 special assessments, if any), shall be paid by Seller. All taxes and assessments and any required Homeowner Association dues and/or insurance that may be levied, imposed, or become payable after said time, shall be assumed and paid by Buyer. The parties acknowledge that the taxes may be substantially higher or lower than the previous year's taxes due to Kansas law requiring periodic reappraisal. In the event of special assessments, see attached Seller's Special Assessment Disclosure Addendum. (K.S.A. 12-601 et seq. and amendments thereto)

5. **MARKETABLE TITLE:** Seller shall make available to Buyer prior to closing of this Contract, at Seller's expense, as evidence of marketable title, a standard owner's preliminary title insurance report, and, after closing of this Contract, a standard owner's title insurance policy that will insure Buyer against loss or damage to the extent of the total purchase price by reason of defects in the Seller's title to said real estate, subject to the exceptions below. Seller shall be responsible to use due diligence to resolve any title defects at the Seller's expense subject to the exceptions below. If the Seller shall be unable to deliver marketable title as herein provided, this Contract shall be of no further force or effect.

Seller (s) _____

Buyer (s) _____

Seller shall convey title by General Warranty Deed, or a deed acceptable to the title company issuing the title insurance, to be delivered to Buyer at the closing of this Contract upon receipt of the total purchase price, free of all liens and encumbrances except:

- (a) Zoning, conditions, restrictions, deed restrictions, reservations, rights of way, and easements of record, if any, which do not materially affect the value or prohibit the use of the property for Residential;
- (b) Encumbrances created by the Buyer;
- (c) Installments, if any, of special assessments not yet due;
- (d) Tenants rights N/A;
- (e) Other exceptions N/A

6. **LIENS:** Seller shall pay all contractors, subcontractors, laborers, or suppliers for all work done or material furnished to the property prior to the closing of this Contract which might form the basis of a mechanic's lien. Seller shall indemnify and hold Buyer and real estate companies and licensees involved in this transaction harmless from any obligation for payment of any amounts by reason of any mechanic's liens which may be filed for labor performed or material furnished prior to the closing of this Contract.

7. **ESCROW:** Moon Title and Escrow is hereby designated as escrow agent of both parties. All monies paid and to be paid, prior to the closing of this transaction, and the deed and other papers that may be delivered hereunder, shall be paid and delivered to said escrow agent, who shall hold and then pay and deliver the same to the respective parties entitled thereto upon full performance of all the terms of this Contract.

If this Contract is canceled at the option of one of the parties hereto under the provisions of sections 2, 5, 9, 10, 12, or 15, Buyer's earnest money may, upon agreement of Seller, be returned to Buyer, less the cost of any reports, inspections, or other costs Buyer is obligated to pay under this Contract. Buyer agrees to pay immediately any costs that exceed the earnest money. Upon completion of disposition of the earnest money and payment of said costs pursuant hereto, this Contract shall be of no further force or effect, and all parties to this Contract and real estate companies and their agents shall be released from further liability hereunder.

Notwithstanding any other terms of this Contract providing for forfeiture or refund of the earnest money, the parties understand that applicable Kansas real estate laws prohibit the escrow agent from distributing the earnest money, once deposited, without the consent of all parties to this Contract. Buyer and Seller agree that failure by either to respond in writing to a certified letter from Broker within seven (7) calendar days of receipt thereof or failure to make written demand for return or forfeiture of earnest money within thirty (30) calendar days of notice of cancellation of this Contract shall constitute consent to distribution of the earnest money as suggested in any such certified letter or as demanded by the other party hereto.

Buyer and Seller agree that the Escrow Agent may retain any interest earned on escrowed funds.

8. **INTERIM MAINTENANCE:** Seller shall maintain the property and improvements in its present condition and deliver possession in a like or better condition than present, reasonable wear and tear excepted.
9. **PROPERTY INSURANCE & LOSS:** Seller agrees to maintain in force, until the closing of this Contract, all property insurance now in effect on the improvements. In the event of loss or damage to the improvements prior to the closing of this Contract, the insurance proceeds, plus any deductible to be paid by Seller, shall, at the option of Buyer, be used to repair damage or applied to reduce the purchase price. If proceeds are inadequate to restore the improvements to substantially their same condition as before loss or damage, or in the event of an uninsured loss, this Contract may be canceled at the option of either Seller or Buyer.

Buyer will obtain an insurance binder by March 1, 2021 (date) to go into effect upon closing.

ALERT: Buyer needs to be aware that federally designated high risk flood areas are subject to change. Buyer should consult their insurance agent and city or county planning department. (For more information, visit FEMA's Flood Map Service Center at <https://msc.fema.gov>.)

10. **LEAD-BASED PAINT:** *If the property for this transaction includes a dwelling built prior to 1978, the attached DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS is made part of this Contract.*

11. **DISCLOSURES:**

- 11a. **PROPERTY CONDITION:** Buyer has carefully inspected the property, and, subject to any inspections included in this Contract, agrees to purchase the property in its present condition. No warranties or guarantees of any kind are made by Seller or any real estate licensee concerning the condition or value of the property, unless expressly set forth in this Contract or specifically implied by Kansas law. Buyer acknowledges that neither Seller nor any real estate licensee involved in this transaction is an expert at detecting or repairing physical defects in the property. Except for information provided in the Seller's Property Disclosure Statement, Buyer states no important representations concerning the condition of the property are being relied upon by Buyer.

Buyer acknowledges that defects or conditions concerning the property may exist of which Seller may not be aware, but could be revealed as a result of an inspection by a qualified professional.

Buyer acknowledges receipt and acceptance of Seller's Property Disclosure Statement dated N/A.

Buyer agrees to verify, by an independent investigation, information Buyer deems important. Buyer has been advised to have the property examined by professional inspectors. Buyer acknowledges that no important representations have been made by any real estate licensee, and further, that none have been made by Seller other than the information provided in the Seller's Property Disclosure Statement.

Seller (s)

Buyer (s)

11b. STATE REQUIRED DISCLOSURES:

REGISTERED OFFENDERS: Kansas law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you, as the buyer, desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local sheriff's office.

RADON: Every buyer of residential real property is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires sellers to disclose any information known to the seller that shows elevated concentrations of radon gas in residential real property. The Kansas Department of Health and Environment recommends all homebuyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation technician. For more information, please go to <http://www.kansasradonprogram.org>.

12. **INSPECTIONS:** The purpose of conducting an inspection is to evaluate the present condition of the property and its major systems. Buyer and Seller agree that whenever the term "as is" condition is used herein, the term shall be deemed to mean its "present existing condition" without warranty, except for warranties specifically implied by Kansas law or expressly set forth in this Contract. The parties further agree that the inspections selected by them shall be included as terms and/or conditions of said Contract, while the inspections initialed as declined have been offered and are not made part of this Contract. Seller shall afford Buyer reasonable access to the property to conduct the inspections, re-inspections, inspection of any repairs or replacements completed by Seller, and/or final walk-through prior to closing. Seller or Seller's Representative will ensure activation of utilities necessary for inspection, including water, gas, and electric service, at Seller's expense. Buyer shall be responsible and pay for any damage to the property resulting from the inspection(s). Buyer and Seller authorize all inspection reports to be provided in writing to all parties and all real estate licensees involved in this transaction. Buyer and Seller agree that any repairs or replacements which are performed pursuant to the following provisions shall be completed in a workmanlike manner.

12a. **BUYER WAIVER OF INSPECTION(S):**

Buyer agrees to accept the property in its "as is" condition without any inspections.

- 12b. **WOOD DESTROYING INSECT INFESTATION INSPECTION:** Listing Company is authorized to obtain by 02/26/2021 (date), and Buyer agrees to pay for a wood destroying insect infestation inspection of subject property by Total Care Pest Management, (a state licensed pest control company of Buyer's choice), at a cost not to exceed \$ 50.00. A written report from said company shall be furnished showing the main structure and any attachments thereto and detached garage, should there be any, to be free of visible evidence of wood infestation. If evidence of wood infestation is present, Buyer may cancel this Contract unless Seller agrees to pay for treatment of the infestation by a licensed pest control company. If any structural damage has been caused by infestation, Buyer may cancel this Contract unless Seller agrees to repair said damage.

- 12c. **WASTE WATER DISPOSAL INSPECTION:** Listing Company is authorized to obtain by _____ (date), and _____ agrees to pay for an inspection of the private wastewater disposal system of subject property by the applicable County Department or their designee. If written inspection report shows the private wastewater disposal system to have deficiencies, Buyer may, at his option, accept the property in its "as is" condition, or cancel this Contract; however, Seller may, at his option, keep this Contract in force by paying for any repairs, replacements, or modifications deemed necessary to correct such deficiencies.

- 12d. **BOUNDARY LOCATION:** Listing Company is authorized to obtain by _____ (date) (20) calendar days after contract acceptance if left blank), and _____ agrees to pay for either:

- ☐ a Mortgagee Title Inspection, or
☐ a Boundary and Improvement Location Survey, or
☐ an ALTA Survey

by _____, a licensed surveyor. If encroachments are found which affect marketable title, Buyer may, at his option, accept the property in its "as is" condition, or cancel this Contract; however, Seller may, at his option, keep this Contract in force by paying for the cost of correcting the defect.

- 12e. **EXCLUSIONS FROM INSPECTION(S):** Any items that are strictly of a cosmetic nature that do not pertain to the mechanical or structural integrity or safety of the property are excluded. Inspections are not intended to identify features of the property which Buyer has already considered in determining the purchase price. Items marked "not working" or "not included" on the Seller's Disclosure are expressly excluded from the inspection provisions, shall not be considered unacceptable conditions, and may not be used by the Buyer as a basis for cancelling the Contract or requesting repairs.

For purposes of this contract, an "unacceptable condition or deficiency" is any functional defect or any condition detrimental to health or safety of occupants.

Seller (s) _____

Buyer (s) _____

12f. **ADDITIONAL INSPECTIONS:** Buyer or Buyer's representative, at Buyer's expense, shall have the right, on or before ten (10) calendar days after contract acceptance if left blank to conduct inspections as selected herein to evaluate the present condition of the property and its major systems under conditions set forth in paragraph 12 of the contract. Buyer may have the property inspected, including, without limitation, the following: (a) mechanical equipment, plumbing and electrical system, heating and central air conditioning system(s); (b) structural aspects of the property, including the following: foundation, slab, drainage, roof, fireplace, chimney, siding, windows, doors, ceilings, floors, walls, insulation, the interior, the exterior, fence, deck, patio, sidewalk, or driveway; and (c) environmental or health hazards affecting the property, including the following: radon gas, asbestos, mold or any other health hazard.

<u>Type of Inspection</u>	<u>Inspector/Inspection Company</u>	<u>Estimated Cost</u>
☐ EIFS/Siding		
☐ Electrical		
☐ Fireplace & chimney (and cleaning if necessary)		
☒ Foundation	TBD	\$150.00
☐ Heating & air conditioning		
☐ Mold &/or mildew		
☐ Plumbing		
☐ Radon		
☐ Roof		
☐ Sewer cam (and cleaning if necessary)		
☐ Sewer snake augered		
☐ Structural		
☐ Whole house		
☐ Private drinking water supply		
☐ Other		
☐ Other		

Offered to Buyer & Declined

Buyer has been advised to obtain expert advice from inspectors regarding each of the inspections in section 12. Each inspection not selected by Buyer was offered to Buyer and declined.

Listing Company is authorized to schedule and obtain the above-specified written inspection reports. All specific inspections are to be performed by acknowledged contractors or professionals who are registered or licensed when registration or licensing is required.

In the event inspection reports from Paragraph 12f related inspections indicate the aggregate total cost for all repairs or replacements needing to be made can be properly completed for less than zero (one percent (1%) of the contract sales price if left blank), Buyer agrees to accept subject property in its "as is condition."

In the event the repairs and replacements exceed the aggregate total, the Buyer may: (1) accept the property in its "as is" condition, or (2) elect to renegotiate the cost of repairs or replacements exceeding the aggregate total with Seller for "unacceptable conditions" or any "deficiency" (defined in Paragraph 12e), or (3) elect to cancel the Contract; however, Seller may, at his option, keep this Contract in force by agreeing in writing to complete the repairs or replacements exceeding the aggregate total. Buyer's notice shall be delivered in writing to Seller within seven (7) calendar days of the inspection deadline in Paragraph 12f.

Seller's notice shall be delivered to Buyer within seven (7) calendar days of receipt of Buyer's written notice.

Any of the foregoing notices executed and delivered in writing to the other party or the other party's agent prior to their respective deadlines will constitute sufficient notice.

12g. **FACTORS AFFECTING INSPECTIONS:** Buyer acknowledges such inspections may not identify deficiencies in inaccessible areas of the property and may be limited by weather conditions at the time of the inspections. If Buyer opts not to conduct inspection(s) or fails to deliver the completed written inspection reports to Seller or Seller's Representative as provided for above, Buyer shall be deemed to have waived any right to negotiate repairs, accepts the property in its "as is" condition, and agrees to proceed to closing in compliance with the remainder of this Contract.

Seller (s)

Buyer (s)

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13. **HOME WARRANTY:** _____ N/A _____ (Listing or Selling) Company is authorized to obtain by _____ (date) or () warranty is in effect and _____ agrees to pay for a Home Protection or Warranty Plan from _____. Coverage shall be as described in the plan selected, with a deductible of \$ _____ per occurrence, at a cost not to exceed \$ _____. **Buyer understands that certain systems, components, pre-existing conditions and/or other structures may be limited or not be covered by said home warranty. Broker may receive a fee from warranty company.**

Offered to Buyer & Declined

The home warranty in section 13 was offered to Buyer(s) and declined.

14. **REAL ESTATE BROKERAGE RELATIONSHIPS: (APPLICABLE SECTIONS MUST BE CHECKED)**

Pursuant to the following:

- Listing Licensee, Aaron Sewell, of Ek Real Estate is functioning as: (Mark appropriate response)
 - ☒ Transaction Broker
 - ☐ Designated Seller's Agent (Supervising Broker acts as Transaction Broker.)
 - ☐ Seller's Agent
- Selling Licensee, Tasha Sailer, of Ek Real Estate is functioning as: (Mark appropriate response)
 - ☒ Transaction Broker
 - ☐ Designated Buyer's Agent (Supervising Broker acts as Transaction Broker.)
 - ☐ Buyer's Agent
 - ☐ Designated Seller's Agent (Supervising Broker acts as Transaction Broker.)
 - ☐ Seller's Agent

Buyer and Seller acknowledge that the real estate licensees involved in this transaction may be functioning as agents of the Seller, agents of the Buyer, a Transaction Broker, or as Designated Agent(s) to represent the Seller or the Buyer. Licensees functioning as an agent of the Seller have a duty to represent the Seller's interest and will not be the agent of the Buyer. **INFORMATION GIVEN BY THE BUYER TO AN AGENT FOR THE SELLER WILL BE DISCLOSED TO THE SELLER.** Licensees functioning as an agent of the Buyer have a duty to represent the Buyer's interest and will not be the agent of the Seller. **INFORMATION GIVEN BY THE SELLER TO AN AGENT FOR THE BUYER WILL BE DISCLOSED TO THE BUYER.** A Broker or licensee, acting as a Transaction Broker, is not an agent for either the Seller or the Buyer and does not advocate the interests of either party, but is responsible for assisting both parties in closing the transaction. Buyer and Seller acknowledge that Real Estate Brokerage Relationships brochures have been furnished to them prior to entering into this Contract as prescribed by law.

15. **EXISTING CONTRACT:** It is expressly understood and acknowledged that there is currently in force and effect a Real Estate Contract with a different Buyer for this property. It is further understood that this Contract is contingent upon the existing Contract being declared null and void before _____ (A.M.) (P.M.), _____ (date). In the event said existing Contract is not declared null and void by said time, this Contract shall automatically become null and void and all earnest money paid hereunder shall be returned to Buyer.
16. **TIME IS OF THE ESSENCE:** If Buyer fails to comply with any of the terms of this Contract, this Contract shall, at the option of Seller, become null and void, and all rights of Buyer shall then terminate, and all monies paid and improvements made hereunder shall be retained by Seller as rent and as liquidated damages for said default by Buyer. In such event, Seller shall be entitled to possession of said real estate, free of all right, title, and interest of Buyer, and all parties shall be released from all further liability hereunder. If Seller does not exercise this option to cancel this Contract, Seller may exercise any other legal rights and remedies available to Seller under Kansas law.
17. **ELECTRONIC SIGNATURES:** Buyer and Seller agree that this transaction may be conducted through electronic means according to the Kansas Uniform Electronic Transactions Act. An "electronic record" means a record created, generated, sent, communicated, received, or stored by electronic means. An "electronic signature" means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. No real estate licensee in Kansas shall, unless authorized to do so by a duly executed power of attorney, sign or initial any written or electronic contractual agreement on behalf of a party to this Contract.

Seller (s) _____

Buyer (s) _____

18. **MEDIATION:** Any dispute or claim arising out of or relating to this Contract, the breach of this Contract, or the services provided in relation to this Contract, shall be submitted to mediation in accordance with the rules and procedures of the Homesellers/ Homebuyers Dispute Resolution System (see <http://www.sunflowerrealtors.com>) prior to filing a lawsuit. Disputes shall include representations made by the Buyer, Seller, or any listing and selling broker(s) or their agents, employees and associate broker(s) in connection with the sale, purchase, financing, condition, or other aspect of the Property including, without limitation, allegations of concealment, misrepresentation, negligence, and/or fraud. Seller and Buyer shall pay an equal portion of the mediation fees and costs. Any party to this mediation will pay their own cost of counsel if any. Any agreement signed by the parties pursuant to the mediation conference shall be binding.

The following matters are excluded from mediation hereunder: (a) earnest money disputes; (b) judicial or non-judicial foreclosure or other action or proceeding to enforce a mortgage or escrow contract; (c) an unlawful detainer action; (d) the filing or enforcement of a mechanic's lien; (e) any matter which is within the jurisdiction of a probate court; (f) disputes during time before closing occurs or is scheduled to occur; (g) any matter that would involve a claim less than the maximum for small claims jurisdiction under Kansas law; and/or (h) violation of Kansas real estate license laws. Mediation fees will be prepaid before the mediation begins and a failure to pay a pro rata share will constitute a default in the obligation to mediate.

19. **ADDITIONAL PROVISIONS:**

1 year builders warranty per the attached New Home Limited Warranty Addendum.

Contract subject to approval of the Emporia City Commission.

This Contract constitutes the entire Contract between the parties and there are no representations, warranties, conditions, contracts, or agreements other than those expressly set forth herein. No other agreement, statement, promise, warranty, or representation made by any party to this Contract, or by any employee, officer, or agent of any party, that is not in writing and signed by all parties to this Contract, shall be binding.

This Contract shall extend to and become binding upon the heirs, executors, administrators, successors, and assigns of the respective parties. Prior to the closing of this Contract, Buyer shall not sell, assign, or transfer this Contract or any interest in said property without first obtaining the written consent of Seller.

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date last signed or initialed.

SELLER

City of Emporia

Date

BUYER

Jesse J. Macias

Date

Casey D. Macias

Date

Seller (s)

Buyer (s)

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RECEIPT BY ESCROW AGENT

The undersigned hereby acknowledges receipt of \$ _____ as earnest money and agrees to act as Escrow Agent. In the event Seller executes and delivers a deed prior to closing, said deed shall be delivered to said Buyer by the Escrow Agent upon the closing of this Contract, pursuant to its terms.

This receipt is executed _____ (date)

Company Moon Title and Escrow By _____

KANSAS ENERGY EFFICIENCY DISCLOSURE

As required by KSA 66-1228

Kansas law requires the person building or selling a previously unoccupied new residential structure which is a single family or multifamily unit of four units or less shall disclose to the buyer or a prospective buyer, at any time upon request or prior to the signing of the contract to purchase and prior to closing if changes have occurred or are requested, information regarding the energy efficiency of the structure. For new residential structures that are completed and suitable for occupancy, but unsold, the completed disclosure form shall be made available to the buyer or a prospective buyer by the builder or seller when the residence is shown and at any other time upon request.

Common Address or Legal Description of Residence:

310 S Congress St., Emporia, KS 66801

Part 1: Builder must describe the following energy efficiency elements of this house:

****See Attached Engery Audit Report**

	Actual Value	2006 IRC/IECC* Zone 4	2006 IRC/IECC* Zone 5
Wall Insulation R-Value	_____	R-13	R-19 (or R-13 cavity + R-5 insulated sheathing)
Attic Insulation R-Value	_____	R-38	R-38
Foundation Insulation R-Value	_____		
Basement Walls	_____	R-10/13**	R-10/13**
Crawlspace Walls	_____	R-10/13**	R-10/13**
Slab-on-Grade	_____	R-10, 2 ft depth	R-10, 2 ft depth
Floors over Unheated Spaces	_____	R-19	R-30
Window U-Value	_____	0.40	0.35
	Actual Value	Current Federal Manufacturing Standards***	
Water Heater			
Gas or Propane (Energy Factor)	_____	0.67 - (0.0019 x _____****) =	_____
Electric (Energy Factor)	_____	0.97 - (0.00132 x _____****) =	_____
Heating and Cooling Equipment			
Warm-Air Furnace (AFUE)	_____		0.78
Air Conditioner (SEER)	_____		13
Air-Source Heat Pump-Cooling (SEER)	_____		13
Air-Source Heat Pump (HSPF)	_____		7.7

[Note: Federal standards for geothermal heat pumps are not available.]

Part 2: Builder may provide the following additional information about this house:

- _____ This residence has been/will be built to meet the energy-efficiency standards of the International Energy Conservation Code of 2006 (IECC 2006).
- _____ This residence has received a Home Energy Rating (HERS) index score of 100 or less based on an energy audit performed in accordance with the Mortgage Industry National Home Energy Rating Systems Standards (July 1, 2006) by a rater certified by Residential Energy Services Network (RESNET).
- _____ This residence is an Energy Star Qualified Home and has been verified and field tested in accordance with RESNET standards by a RESNET-accredited provider.

Seller Signature: _____ Date: _____

Seller Name and Address: _____

Buyer Signature: _____ Date: _____

Buyer Signature: _____ Date: _____

* See reverse for more information on existing standards and explanation of abbreviations.
 ** The first R-value applies to continuous insulation; the second to framing cavity insulation.
 *** Equipment meeting federal standards may not always be available.
 **** Insert rated storage volume in gallons.

May 2007

Ek Real Estate, 1201 W 6th Ave Emporia, KS 66801
 Aaron Sewell

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Phone: 6203660793

Fax: 6203429360

Untitled



NEW HOME LIMITED WARRANTY ADDENDUM

Document updated:
April 2014

SELLER: City of Emporia
BUYER: Jesse J. Macias, Casey D. Macias
PROPERTY ADDRESS: 310 S Congress St, Emporia, KS 66801-4650
CONTRACT DATE: February 11, 2021

THIS ADDENDUM IS AN INTEGRAL PART OF THE NEW HOME RESIDENTIAL REAL ESTATE CONTRACT.

1. LIMITED WARRANTY OPTIONS: BUYER and SELLER agree that the following selected limited warranty shall be provided to the BUYER by the SELLER on the Property:

- ☒ **A. LIMITED ONE YEAR WARRANTY:** SELLER warrants the Property for a period of one (1) year from the Closing Date against structural and mechanical defects brought to the SELLER'S attention in writing within that time period. SELLER, at its expense, agrees to make all repairs and replacements of any nature or description to the Property, interior or exterior, structural or non-structural, as shall be necessary by reason of faulty workmanship or materials that are brought to the SELLER's attention in writing within the one year period following the Closing Date. The choice between repair and replacement shall be solely that of the SELLER. SELLER will not be liable or responsible for or obligated to repair or correct any workmanship performed or materials supplied by the BUYER or performed by anyone other than SELLER or SELLER's employees, agents, contractors or subcontractors or for any defects in the Property to the extent caused or made worse by negligence, improper maintenance or improper operation by anyone other than the SELLER or SELLER's employees, agents, contractors or subcontractors. The express written warranties provided in this section and otherwise contained in the Contract are in lieu of any implied warranties, including without limitation those of habitability, fitness for a particular purpose or merchantability. Service shall be provided by ☒ the SELLER ☐ the following named third party provider _____
- ☐ **B. SELLER-WRITTEN LIMITED WARRANTY PROGRAM:** The Property, including the Home to be constructed on the Property, is covered by the SELLER's Limited Warranty (the "Limited Warranty"), a copy of which shall be provided by the SELLER to the BUYER prior to ☐ the signing of the Contract ☐ Closing. The Limited Warranty contains the sole express warranty provided by the SELLER to the BUYER. Service shall be provided by ☐ the SELLER ☐ the following named third party provider _____
- ☐ **C. INSURED LIMITED WARRANTY PROGRAM:** The Property, including the Home to be constructed on the Property, shall be covered by a Limited Warranty Plan provided by _____ and shall be provided to the BUYER no later than the Closing Date.
- ☐ **D. EXTENDED LIMITED MECHANICAL EQUIPMENT WARRANTY/SERVICE PLAN:** ☐ BUYER ☐ SELLER agrees to purchase an Extended Limited Warranty Plan from _____ at a cost not to exceed \$ _____ with said sum to be paid at the time of Closing. The Limited Extended Warranty Plan is a limited service contract covering repair or replacement of certain working components on the Property, as described in the plan, subject to a per claim deductible. BUYER has been given a copy of the application for the warranty plan and agrees that the BROKER may receive a fee from the warranty company.

CAREFULLY READ THE TERMS OF THIS ADDENDUM BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

BUYER'S SIGNATURE _____ DATE _____
Jesse J. Macias

SIGNATURE OF COMPANY REPRESENTATIVE _____ DATE _____

BUYER'S SIGNATURE _____ DATE _____
Casey D. Macias

NAME OF SELLER/COMPANY REPRESENTATIVE _____

TITLE OF SELLER/COMPANY REPRESENTATIVE _____

New Home Limited
Warranty Addendum

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COE-Macias 310

AGENDA ITEM SUMMARY

MEETING DATE: February 17, 2021

ITEM NUMBER: 8

SUBJECT: Request for an Ordinance and Application for a Conditional Use Permit to allow for a homeless shelter to operate at 1236 E. 12th Ave.

BACKGROUND SUMMARY :

The applicant is requesting Conditional Use Permit to allow a homeless shelter to operate. This was approved by the Planning Commission on January 19, 2021. The Utility Advisory Board met December 15th, 2020 and discussed the property. The Technical Review Team met December 16, 2020 and January 20, 2021 to discuss the application.

The requested application would allow the current men's homeless shelter to move to an updated location and will provide for the needs of the community. The proposed building will be a discreet location. The men's shelter has been looking for new locations for many years. The Planning Commission voted unanimously to approve the application. All local City codes will be met before this building may be occupied.

RECOMMENDATION: Seeking approval of a Conditional Use Permit to allow for a men's homeless shelter.

ACTION:

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

ATTACHMENTS: Planning Commission Minutes Excerpt

LEGAL DESCRIPTION:

A tract of land in the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) and the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Eleven (11), Township Nineteen (19) South, Range Eleven (11) East of the 6th P.M., Lyon County, Kansas, more fully described as follows: Beginning at the Southwest corner of the Northeast Quarter (NE $\frac{1}{4}$); thence East along the South line of the Northeast Quarter (NE $\frac{1}{4}$) a distance of Eight Hundred Seventy-four and five tenths (874.5) feet; thence North at right angles Two Hundred Sixty-eight (268) feet; thence West Eight Hundred Seventy-four and five-tenths (874.5) feet to the West line of the Northeast Quarter (NE $\frac{1}{4}$); thence South along said West line One Hundred Twenty-eight (128) feet; thence West Forty (40) feet; thence South One Hundred Ten (110) feet; thence East Forty (40) feet to the West line of the Northeast Quarter (NE $\frac{1}{4}$); thence South along said West line Thirty (30) feet to the point of beginning, except that part being used for public roads, and except that part taken for a Highway By-Pass in Lyon County District Court Case No. 22,795 and 25,582, all in Emporia, Lyon County, Kansas (the West Forty (40) feet of such tract being part of Lot 2 in Goodrich's Subdivision).

The Planning Commission met in a regular session on Tuesday, January 19, 2021 with Chairman Thomas presiding. Members Bucklinger, Duncan, Garrett, were present.

APPLICATION 2021-03: A request of Lee Alderman for a Conditional Use Permit to allow a homeless shelter as needed at the location of 1236 E. 12th Ave, consistent with Section 9-401 Table 9-2.7 of the Zoning Regulations. The Conditional Use Permit requirements are outlined in Section 26 of the Zoning Regulations

Staff confirmed jurisdiction over this application.

ACTION RECORD

Action: _____

Motion: _____

Second: _____

Abstained: _____

Vote: _____

GEITZ _____

GIEFER _____

GILLIGAN _____

SMITH _____

BRINKMAN _____

AGENDA ITEM SUMMARY

No exparte communication was declared.

BACKGROUND SUMMARY:

The Planning Commission is requested to approve a Conditional Use Permit to allow the men's homeless shelter to relocated location 1236 E. 12th Ave, (legal description attached). The current property has been used as an office building and is zoned C-3 General Commercial District. It is currently vacant.

Analysis:

Lee Alderman is requesting a Conditional Use Permit to allow for a homeless shelter in a C-3 General Commercial area. This requested is consistent with Section 9-401 Table 9-2.7 of the Zoning Regulations that allows for a homeless shelter with a Conditional Use.

The applicant desires to use this location for a homeless shelter. The proposed location will accommodate 20 men (12-15 average), with a total of 9 bedrooms, 1-2 guys per room. There are 25 parking stalls on site including ADA stalls. number of stalls are required at this location (based on beds, and dining patrons). June 2021 move in date.

A Technical Review Team Meeting was held on 12/15/2020 and City Staff discussed concerns and issues such as public utilities, and fire suppression requirements, and parking requirements that will be needed due to the change of use. There were no other expressed concerns.

Recommendations: Staff recommends approval. The Conditional Use Permit will result in a healthier and safer community, protecting vulnerable members of the community. Staff have been working with the Emporia Rescue Mission for the last few years, this is the best location that has been proposed, as it will limit the impact to neighbors, and is a discreet location.

The Planning and Zoning Office requests that a conditional be added that the approval of the Conditional Use Permit that would allow it to operate as long as it remains under the ownership of Emporia Men's Rescue Mission (or affiliate), and this use would not be allowed if the property changes ownership.

Appeal Process:

Kansas Statute 12-760. **Same; appeals to district court.** (a) Within 30 days of the final decision of the City or County, any person aggrieved thereby may maintain an action in the district court of the County to determine the reasonableness of such final decision.

Public Hearing:

The Public Hearing portion was opened.

Lee Alderman, 614 Congress Street, Director of Men's Rescue Mission.

Mr. Alderman noted that the Mission has been looking for new home for the last 10 years. Many properties have been explored. This proposed location is ideal. In the past 22 years the Mission has worked hard to make a good impact on the community, with a good report with the Police Department and neighbors. The community has been supportive over the years. Mr. Alderman noted that they stop taking transient travels in the last three years. Mr. Alderman has worked with the City and agrees this has been the best location for relocate over the past 10 years.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

AGENDA ITEM SUMMARY

Anthony Russell, 1253 E. 12th Ave neighbor to the proposed location. Mr. Russell had no issues with the proposed application and welcomed the use. He noted that the Mission needed a new home and was in major support of the use.

Scott Strahm, 1500 Rd 175

Mr. Strahm noted he owns property next to this location, at the Dollar General Store, and was in favor of the property use at this location.

Opposition:

John Welker, 2153 Rd F5

Welker owns property to the south of the subject location, at the former Farm Credit Building. He was concerned with foot traffic and possible impact of vehicle traffic. He also noted concerns of the image of Emporia with the men's shelter located in a heavily trafficked area.

Rebuttal:

Mr. Alderman responded, stating that they will keep up the appearance and have the signage on the south side of the building. The goal is to keep the shelter clean and quiet, as a very low-key environment to provide a place for men to rest and to reestablish themselves into society.

Member Duncan asked about the Flags in front of the building. This area is outside of the property lines. Staff noted that he would look into this to get more information.

The Public Hearing portion was closed.

Member Duncan made a motion to approve the application based on staff's recommendation. Member Bucklinger seconded the motion. Approved 4-0

Motion. Approved 4-0.

Attachments: Aerial Zoning/Location Map

ACTION RECORD

Action: _____

Motion: _____ Second: _____

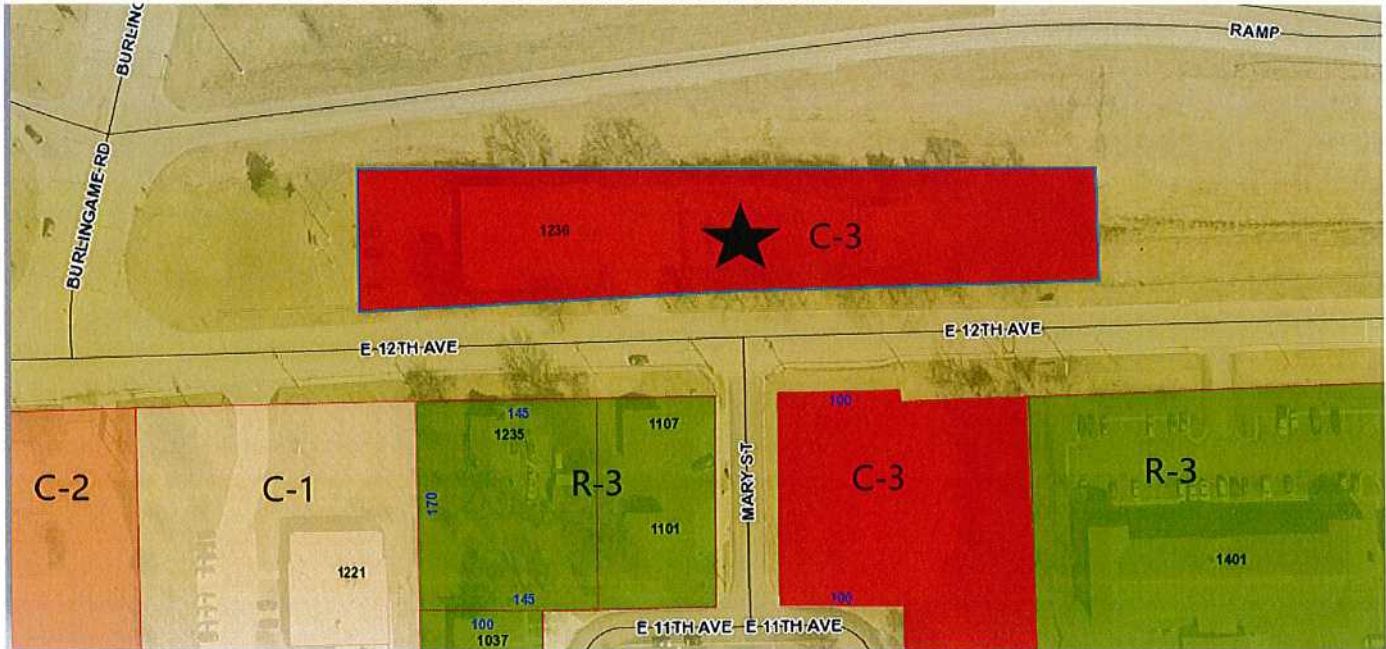
Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

Aerial/Zoning Map:

IMAGE 1: AERIAL MAP SHOWING LOCATION OF THE PROPERTY



ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

ORDINANCE NO. _____

AN ORDINANCE ISSUING A CONDITIONAL USE PERMIT FOR A CERTAIN DESCRIBED AREA IN THE CITY OF EMPORIA, KANSAS.

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

Section 1. A Conditional Use Permit is hereby granted to allow a homeless shelter in accordance with Section 9-401 Table 9-2.7 of the Zoning Regulations:

Commonly known as 1236 E. 12th Ave, legal description known as:

A tract of land in the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) and the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Eleven (11), Township Nineteen (19) South, Range Eleven (11) East of the 6th P.M., Lyon County, Kansas, more fully described as follows: Beginning at the Southwest corner of the Northeast Quarter (NE $\frac{1}{4}$); thence East along the South line of the Northeast Quarter (NE $\frac{1}{4}$) a distance of Eight Hundred Seventy-four and five tenths (874.5) feet; thence North at right angles Two Hundred Sixty-eight (268) feet; thence West Eight Hundred Seventy-four and five-tenths (874.5) feet to the West line of the Northeast Quarter (NE $\frac{1}{4}$); thence South along said West line One Hundred Twenty-eight (128) feet; thence West Forty (40) feet; thence South One Hundred Ten (110) feet; thence East Forty (40) feet to the West line of the Northeast Quarter (NE $\frac{1}{4}$); thence South along said West line Thirty (30) feet to the point of beginning, except that part being used for public roads, and except that part taken for a Highway By-Pass in Lyon County District Court Case No. 22,795 and 25,582, all in Emporia, Lyon County, Kansas (the West Forty (40) feet of such tract being part of Lot 2 in Goodrich's Subdivision).

Section 2. Conditional Use Permit granted for: Homeless Shelter

Section 3. The following additional conditions were imposed upon the Conditional Use Permit: homeless shelter will be allowed to operate as long as it remains under the ownership of Emporia Men's Rescue Mission (or affiliate), and this use would not be allowed if the property changes ownership.

Section 4. This ordinance shall become effective upon publication in the official city newspaper.

PASSED AND APPROVED this 17th day of February 2021.

ROBERT F. GILLIGAN, Mayor

ATTEST:

KERRY SULL, City Clerk

AGENDA ITEM SUMMARY

MEETING DATE: February 17, 2021

ITEM NUMBER: 9

SUBJECT: Consider Request for the creation of the Whittier II Addition Subdivision Minor Plat.

BACKGROUND SUMMARY:

The applicant is requesting a minor subdivision plat; the application was approved by the Planning Commission on January 19, 2021. The proposed use is consistent with the comprehensive plan, and surrounding uses. The Utility Advisory Board met December 15, 2020 and discussed the property. The Technical Review Team met December 16, 2020 and January 20, 2021 to discuss the application.

The requested application is for two platted lots with sufficient easements. This will meet all access, utility needs, and drainage. This item was approved unanimously by the Planning Commission with no public objections. This plat is located north of 1002 Whittier Place, on a land locked 2-acre track of undeveloped land. It was rezoned in 2020 to allow multi-family housing.

RECOMMENDATION: Seeking approval of the plat to meet the needs of the property owners.

ACTION:

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

ATTACHMENTS: Planning Commission Minutes Excerpt, Proposed Plat, Mylar

LEGAL DESCRIPTION:

THE EAST 322 FEET OF THE FOLLOWING DESCRIBED TRACT:
BEGINNING 664 FEET NORTH OF A STONE 656 FEET WEST OF THE SOUTHEAST CORNER OF THE NE1/4 OF THE SW1/4 OF SECTION 11, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY KANSAS; THENCE NORTH AT A RIGHT ANGLE WITH THE SOUTH LINE OF THE N1/2SW1/4 OF SAID SECTION 11, 325 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND SOLD TO R.N. GAMMELL; THENCE EAST AND PARALLEL WITH THE NORTH LINE OF SAID SW1/4 OF SECTION 11, AND UPON THE SOUTH LINE OF SAID GAMMELL TRACT, 656 FEET TO THE EAST LINE OF SAID SW1/4; THENCE SOUTH ON SAID EAST LINE 325 FEET; THENCE AT RIGHT ANGLES WITH SAID LAST DESCRIBED EAST LINE 656 FEET TO THE POINT OF BEGINNING.

The Planning Commission met in a regular session on Tuesday, January 19, 2021 with Chairman Thomas presiding. Members Bucklinger, Duncan, Garrett, were present.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

AGENDA ITEM SUMMARY

APPLICATION 2021-01: A request of Whittier Place II, LP (owners Gabriel and Dolph Woodman) for a minor plat of Whittier Place II Addition Subdivision, located at a non-addressed 2.4-acre parcel north of 1200 Whittier Place Lane, as authorized by Section 6-201 of the Emporia-Lyon County Metropolitan Planning Area Subdivision Regulations.

Staff confirmed jurisdiction over this application.

No exparte communication was declared.

STAFF REPORT:

Applicant: Whittier Place II, LP.

Requested Action: Approve minor plat.

Purpose: Hold a Public Hearing to consider the minor plat.

Location: North of 1002 Whittier Place, Approximant Address 1300 Whittier Place.

Size: Irregular, 2.4 Ac.

Physical Characteristics: Vacant, undeveloped lot.

Existing Land Use: Vacant land.

Existing Zoning: R-3 Multi-family (Application 2020-07).

Surrounding Land Zoning and Use: Surrounding this location there are a number of mixed zoning uses, including C-2 for Restricted Commercial District to the north, R-3 High Density Residential to the east, and R-1 to the south and west.

Applicable Regulations: Article 6-201 of the Subdivision Regulations.

Comprehensive Plan: Mix Density Residential.

Public Utilities: All utilities available.

Analysis:

The applicant is requesting approval of the minor plat as they move forward with development of the property. The property was zoned for multi-family use last year (Application 2020-07). This plat will consist of two lots.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

All setbacks and utility easements have been approved by the Utility Advisory Board and are represented on the plat.

The Technical Review Team met December 16, 2020 and discussed concerns with sanitation and storm water, easements, as well as access for emergency access. City staff (Fire Dept., Public Works Dept., and Engineering Dept.) have discussed the concerns with the developer regulations, and City codes. The Developer indicated at that time this project would work with the City to make sure the items are addressed.

All zoning and subdivision regulations have been addressed.

Recommendation: The Utility Advisory Board met December 15, 2020 and recommended approval of the minor plat, with some minor changes that have been addressed. Staff recommends approval of the minor plat to subdivide the property as it conforms to the Subdivision Regulations.

Attachments: Application, Notice, Minor Plat, Aerial Zoning/Location Map.

Public Hearing Opened:

Dolph and Gabe Woodman owners of Woodco LLC, (applicant) addressed the Planning Commission.

Mr. Gabe Woodman noted this was similar to the applications in the past for phase one and would allow the future development of the property.

No opposition. Public Hearing was closed.

Member Bucklinger made a motion to approve the rezoning based on staff recommendation. Member Garrett seconded the motion. Motion approved 4-0. This item will go to the City Commission tentatively February 3rd, 2021.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

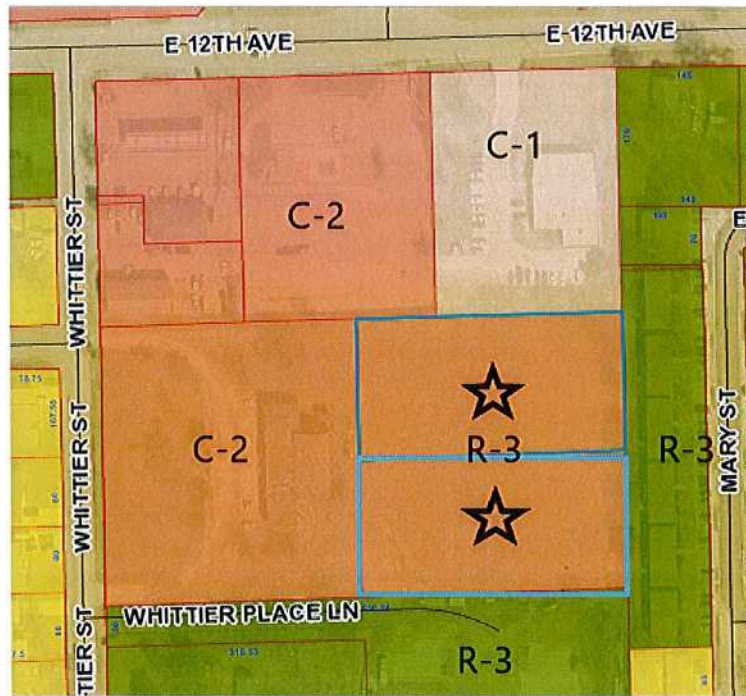
Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

Aerial/Zoning Map:

IMAGE 1: AERIAL MAP SHOWING
LOCATION OF THE PROPERTY



ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

IMAGE 2: SHOWING PROPOSED PLAT



BRINKMAN

AGENDA ITEM SUMMARY

MEETING DATE: February 17, 2021

ITEM NUMBER: 10

SUBJECT: Consider Agreement with American Ramp Co. for Concept Design of Santa Fe Park.

RECOMMENDATION: Approve the agreement with American Ramp Company for concept design of Santa Fe Park.

BACKGROUND SUMMARY:

The City Commission recently received a copy of the agreement with American Ramp Company for concept design of Santa Fe Park. This agreement will authorize up to \$21,500.00 (fee and expenses) for the company to develop and provide concept designs for Santa Fe Park. The fees will be paid for from the Lake Kahola Fund and/or Special Park Fund. A copy of the agreement is attached for your review.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____



ACTION SPORTS CONCEPT DESIGN AGREEMENT SANTA FE PARK | EMPORIA, KS

American Ramp Company provides professional design services geared to create a completely custom bike and skate park design that is unique to your community. Our team of professional Skateboarders, Cyclists, Designers, Engineers, and Visual Artists will work directly with your project team to generate ideas and develop your park concept plan.

Our Conceptual Design services will include the following:

Site Review

- Review the proposed site(s) of future amenities to identify opportunities and constraints
- Identify opportunities for park design themes
- Identify potential locations for entry, drainage flow, and sightlines and spectator viewing
- Summarize site review findings with project team

Live or Virtual Meetings

- Live or virtual meeting with key stakeholders and project team
- Submit recommendations for site
- Live or virtual community engagement (if requested)

Conceptual Design

- Provide site specific conceptual design that details each proposed amenity

Design Revisions

- Design webinar revision and presentation with project team
- Revise conceptual designs based on feedback from project team (if needed) (2 revisions included)
- Verify design is responsive to the site and budget considerations

Deliverables

- Final conceptual design detailing each skate & bike park amenity
- High resolution 3D renders detailing site layout, features, color, and texture
- Poster prints of park design and digital files of design and 3D renders for sharing and generating support
- Fly through video rendering of park concept design
- Final cost estimate for construction and implementation

Total Cost

- The total cost for our interactive professional Conceptual Design Package = **\$20,000.00** (100% due at time of signing) + Reimbursable Expenses (Not to exceed **\$1,500.00**/Please refer to Attachment A)

Customer Name:

Billing Address:

Phone Number:

Fax Number:

Email Address:

Approved By:

Signature

Date

Print Name / Title



ATTACHMENT A

HOURLY RATE SCHEDULE

Effective January 2020 through December 2020

Hourly Rates

Project Manager	\$110
Civil Engineering	\$110
Skate Park Designer	\$70
CAD Manager	\$70
Computer Imaging	\$70
Administration Services	\$55
Public Meetings & Site Visits	\$100

Example of Direct Costs are as follows:

- Flights (based on coach fare rates)
- Car Rental (based on economy car rate and includes all applicable taxes, fees, insurance, and fuel charges)
- Accommodations (not to exceed \$200 / night)
- Meals (\$60.00/ per diem, per person)
- Parking Fees (airport, garage, and/or metered)
- Tolls
- Printing/Duplicating/Plotting/Blueprinting
- Messenger
- Postage/Federal Express
- Graphics
- Photographs

Sub-consultants

A Sub-consultant Management Fee of ten percent (10%) will be added to the direct cost of all sub-consultant services to provide for the cost of administration, sub-consultant consultation and insurance.

Direct Costs

A ten percent (10%) will be added to the direct costs mentioned above.

Additional Options/Services

Video Fly Through = **Included**

- Create video fly through of approved concept design
- Send video for uploading to social media sites

AGENDA ITEM SUMMARY

MEETING DATE: February 17, 2021

ITEM NUMBER: 11

SUBJECT: Consider Appointment of City Members to the Emporia/Lyon County Metro Area Committee.

RECOMMENDATION: Approve Appointment of City Members to the Emporia/Lyon County Metro Area Committee.

BACKGROUND SUMMARY:

At the City/County meeting February 4, 2021, it was suggested a committee be established to discuss the metro area. It was also suggested the committee be comprised of the following:

- Representative of Lyon County Zoning
- Representative of Lyon County Attorney's Office
- Representative of City of Emporia Planning Department
- Representative of Emporia City Attorney's Office
- One City Commissioner
- One County Commissioner

At the February 10, 2021, Study Session the City Commission discussed the appointments for representatives from the City to the Emporia/Lyon County Metro Area Committee. Please consider the appointment of the following members to the Emporia/Lyon County Metro Area Committee:

- Rob Gilligan, City Commissioner
- Christina Montgomery, City Attorney
- Joe Foster, City of Emporia Zoning Enforcement Officer

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

MEETING DATE: February 17, 2021

ITEM NUMBER: 12

SUBJECT: Consider Ordinance Amending City Code Sec. 16-266 Pertaining to Face Masks.

RECOMMENDATION: Approve Ordinance.

BACKGROUND SUMMARY:

City Code Sec. 16-266 requiring individuals to wear face masks or other face coverings in certain circumstances is scheduled to expire February 23, 2021 at 11:59 p.m. This ordinance proposal extends the expiration date to March 23, 2021 at 11:59 p.m. All other mask or face covering requirements pursuant to Sec. 16-266 would remain the same.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

ORDINANCE NO. 21-_____

AN ORDINANCE OF THE CITY OF EMPORIA, KANSAS REQUIRING INDIVIDUALS TO WEAR MASKS OR OTHER FACE COVERINGS IN CERTAIN CIRCUMSTANCES AND AMENDING CITY CODE SECTION 16-266

WHEREAS, the governing body of the City of Emporia prioritizes the protection of the health, safety, welfare and economic well-being of residents and visitors of the City of Emporia; and

WHEREAS, the spread of COVID-19 in the City of Emporia has resulted in illness, quarantines, school closures, and temporary closure of business resulting in lost wages and financial hardship; and

WHEREAS, the United States Departments of Health and Human Services declared a public health emergency for COVID-19 beginning January 27, 2020, with now more than 27,030,549 cases of illness and more than 466,465 deaths as a result of the illness across the United States; and

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

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

WHEREAS, on March 13, 2020, the President of the United States declared the ongoing COVID-10 pandemic of sufficient severity and magnitude to warrant an emergency declaration for all states, tribes, territories, and the District of Columbia pursuant to Section 501 (b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121-5207 (the "Stafford Act"); and

WHEREAS, as of this date, in Kansas there have been 284,894 reported positive cases of COVID-19 spread including 4,303 deaths; and

WHEREAS, recent weeks and months have seen the numbers of COVID-19 cases, hospitalizations, and deaths spike in Kansas and across the nation; and

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

WHEREAS, wearing a mask in public is the easiest and most effective way to protect each other and keep our businesses open and our economy running; and

WHEREAS, the City of Emporia must remain flexible to account for the evolving nature and scope of the unprecedented public health emergency posed by COVID-19, while also

simultaneously safely, strategically, and incrementally reopening business and facilitating economic recovery and revitalization; and

WHEREAS, the City of Emporia approved Ordinance 20-24 on August 5th, 2020 requiring individuals to wear masks or other face coverings in certain circumstances, and

WHEREAS, for the aforementioned and other reasons, the governing body of the City of Emporia is acting pursuant to its constitutional home rule authority to provide for the health, safety, welfare, and economic well-being of residents and visitors of the City of Emporia by amending Section 16-266 of the Code of Ordinances of the City of Emporia, Kansas and extending the requirement that masks or other face coverings be worn as described in the ordinance until March 23, 2021.

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

Section 1. That Section 16-266 of the Code of Ordinances of the City of Emporia, Kansas, is hereby amended to read as follows:

“Sec. 16-266 Mask or other Face Coverings in Certain Circumstances.

(a) Mask or other face coverings; definitions. The following words or phrases when used in this article shall have the following meanings:

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

(b) Mask or other face coverings; when required; exemptions.

- (1) All persons in the city shall cover their mouths and noses with masks or other face coverings when they are in the following situations:
 - (A) While inside, or in line to enter, any indoor public space;
 - (B) Obtaining services from the healthcare sector in settings, including but not limited to, a hospital, pharmacy, medical clinic, laboratory, physician or dental office, veterinary clinic, or blood bank, unless directed otherwise by an employee thereof or a health care provider;

- (C) Waiting for or riding on public transportation or while in a taxi, private car service, or ride-sharing vehicle; or,
 - (D) While outdoors in public spaces and unable to maintain a 6-foot distance between individuals (not including individuals who reside together) with only infrequent or incidental moments of closer proximity.
- (2) All businesses, organizations and non-profit associations in the City of Emporia must require all employees, customers, visitors, members, or members of the public to wear a mask or other face covering as follows:
- (A) Employees, when working in any space visited by customers or members of the public, regardless of whether anyone from the public is present at the time;
 - (B) Employees, when working in any space where food is prepared or packaged for sale or distribution to others;
 - (C) Employees, when working in or walking through common areas, such as hallways, stairways, elevators, and parking facilities;
 - (D) Customers, members, visitors, or members of the public, when in a facility managed by the business or organization;
 - (E) Employees, when in any room or enclosed area where other people (except for individuals who reside together) are present and are unable to maintain a 6-foot distance except for infrequent or incidental moments of closer proximity.
- (3) The following individuals are exempt from wearing masks or other face coverings in the situations described in subsections (b)(1) and (b)(2):
- (A) Persons age five years or under—children age two years and under in particular should not wear a face covering because of the risk of suffocation;
 - (B) Persons with a medical condition, mental health condition, or disability that prevents wearing a face covering—this includes persons with a medical condition for whom wearing a face covering could obstruct breathing or who are unconscious, incapacitated, or otherwise unable to remove a face covering without assistance;
 - (C) Persons who are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication;
 - (D) Persons for whom wearing a face covering would create a risk to the person related to their work, as determined by local, state, or federal regulators or workplace safety guidelines;

- (E) Persons who are obtaining a service involving the nose or face for which temporary removal of the face covering is necessary to perform the service;
- (F) Persons who are seated at a restaurant or other establishment that offers food or beverage service, while they are eating or drinking, provided they maintain a 6- foot distance between individuals (not including individuals who reside together or are seated together) with only infrequent or incidental moments of closer proximity;
- (G) Athletes who are engaged in an organized sports activity that allows athletes to maintain a 6-foot distance from others with only infrequent or incidental moments of closer proximity;
- (H) Persons who are engaged in an activity that a professional or recreational association, regulatory entity, medical association, or other public-health-oriented entity has determined cannot be safely conducted while wearing a mask or other face covering;
- (I) Persons engaged in an activity or event held or managed by the Kansas Legislature;
- (J) Persons engaged in a court-related proceeding held or managed by the Kansas Judiciary; and,
- (K) Persons engaged in any lawful activity during which wearing a mask or other face covering is prohibited by law.

(4) It shall be an affirmative defense to any prosecution under subsection (a) or (b) that the person in violation is an individual listed under subsection (c)."

(c) Mask or other face coverings; penalties; enforcement.

- (1) Any person, business or organization violating the provisions of this Section of the Code of the City of Emporia shall be guilty of an infraction. The person or persons responsible for any business or organization that does not comply with subsection(b)(2) includes a sole proprietor, or any officer, partner, member, manager, director, or other supervisor for the business or organization, who may be held jointly and severally responsible for such violation with respect to any enforcement of the violation.
- (2) A violation of this section shall be punished by a fine of twenty five (\$25.00) dollars upon a first conviction, by a fine of fifty (\$50.00) dollars upon a second conviction, and by fine of one hundred dollars (\$100.00) dollars upon a third or subsequent conviction, plus court costs.

(d) Mask or other face coverings; effective term. The provisions of Section 16-266 through Section 16-268 of the city code shall be in effect until 11:59 p.m. on March 23, 2021."

Section 2. That the provisions of this ordinance as amended shall be included and incorporated in the code of the City of Emporia, Kansas.

Section 3. Effective Date. This ordinance shall take effect upon publication in the official city newspaper.

PASSED AND APPROVED by the Governing Body of the City of Emporia, Kansas, this 17th of February 2021.

Robert F. Gilligan, Mayor

ATTEST:

Kerry Sull, City Clerk

AGENDA ITEM SUMMARY

MEETING DATE: February 17, 2021

ITEM NUMBER: 13

SUBJECT: Consider Approval of MOU for the purchase of 1503 E. Logan Avenue.

RECOMMENDATION: Approve or deny purchase of 1503 E. Logan Avenue.

BACKGROUND SUMMARY:

Over the last several years the City of Emporia has reviewed the potential purchase of industrial property including 1503 E. Logan Avenue. During our last Commission meeting the City Commission requested staff to draft an MOU for the possible purchase of 1503 E. Logan Avenue. Attached is a draft MOU agreement between the City and Emporia Enterprises.

ACTION REQUIRED

Approve/reject the purchase of 1503 E. Logan Avenue and authorize the Mayor and staff to execute all necessary documents.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

MEMORANDUM OF UNDERSTANDING

This agreement between the City of Emporia, Kansas (hereinafter referred to as "City"), and ESB Financial, Trustee of the Emporia Enterprises Inc. Revocable Trust (hereinafter referred to as "Enterprises") delineates the agreement of the parties regarding two tracts of land consisting of 88 total acres at the location commonly referred to as 1503 East Logan Avenue, Emporia, Kansas (hereinafter referred to as the "Property").

WHEREAS, Enterprises has entered into a contract to purchase the Property, contingent upon a positive recommendation by the Regional Development Association of East Central Kansas and approval of the Emporia City Commission, in the interest of promoting economic development and growth within the City of Emporia; and

WHEREAS, the Regional Development Association of East Central Kansas has given a positive recommendation; and

WHEREAS, the City desires to support this economic development endeavor by funding for the property acquisition.

NOW THEREFORE, the Parties agree as follows:

1. Enterprises will purchase the Property for \$1,000,000.00.
2. City will provide funding up to \$1,100,000.00 toward the purchase of the Property, closing costs, and demolition of existing structures.
3. Disbursal of fund from City will occur after Enterprises provides contracts or other written verification of expenses.
4. The Property will be utilized for economic development efforts benefitting the City of Emporia.

IN WITNESS WHEREOF the parties hereto have set their hands this 17th day of February, 2021.

Robert F. Gilligan
Mayor, City of Emporia

Trustee, Emporia Enterprises Inc.
Revocable Trust

Attest:

By: _____
Kerry Sull, City Clerk



February 15, 2021

Emporia City Commission
c/o City Manager Mark McAnarney
104 E. 5th Avenue
Emporia, KS 66801

Re: Recommendation to purchase 88 acre property located at 1503 E. Logan Avenue

Dear City Commissioners:

At the February 12, 2021 Regional Development Association of East Central Kansas (RDA) Board of Directors meeting, the board approved and recommended the purchase of the Dan and Jan Smoots property, generally located at 1503 East Logan Avenue.

The offer to purchase the real estate and the Emporia Enterprises Board of Directors approval is attached.

If you have any questions, please contact me at your convenience.

Best regards,

A handwritten signature in black ink that reads "Kent Heermann". The signature is stylized with a cursive-like flow.

Kent Heermann, CEcD
RDA President

OFFER TO PURCHASE REAL ESTATE

THIS OFFER TO PURCHASE REAL ESTATE IS MADE BY:

Emporia Enterprises, Inc. (the "Buyer")

TO

Daniel J. Smoots and Janice E. Smoots Revocable

THE BUYER hereby submits an offer to purchase two tracts of land in Lyon County, Kansas, from the SELLERS under the terms and conditions stated below.

IN CONSIDERATION of the Sellers selling the Property and the Buyer agreeing to purchase the Property, the parties to this Offer to Purchase Real Estate agree as follows:

1. Real Estate. The Real Estate is comprised of two tracts of land:

TRACT 1 - Lyon County Assessor Parcel ID 1962300000001040
Owned by Daniel J. and Janice E. Smoots Rev Trust
Refer to Exhibit 1

TRACT 2 - Lyon County Assessor Parcel ID 19623000000014000
Owned by Daniel J and Janice E. Smoots Rev Trust
Refer to Exhibit 2

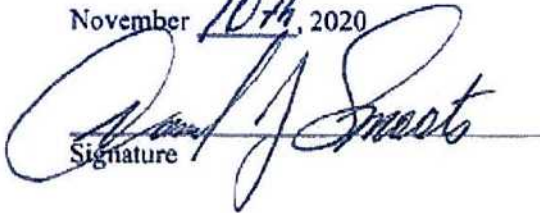
2. Sales Price. Buyer proposes to purchase the above properties for One Million (\$1,000,000.00) Dollars, subject to conditions.

3. Closing and Possession. If the offer is accepted, the parties shall enter into a Real Estate Sale Agreement which shall govern closing, possession, survey, environmental conditions, title insurance, fees, taxes and income.

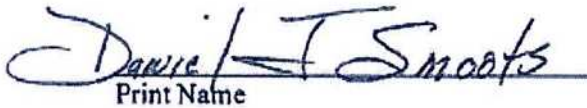
4. Conditions. This Offer is contingent upon approval by a majority vote of the Board of Directors of Emporia Enterprises, Inc.; a positive recommendation by the Board of Directors of the Regional Development Corporation of East Central Kansas; and approval by a majority vote of the Emporia City Commission. Should any of these contingencies not occur, then the Offer is of no further force or effect and is void. If the contingencies are removed, then the Parties shall enter into a negotiated Real Estate Sales Agreement for sale of the Real Property at the stated price, subject to a proration of taxes and income from any existing leases.

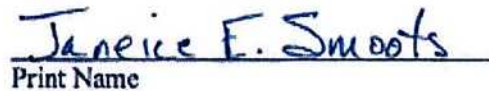
5. Time is of the Essence. Time is of the essence on this Offer. The Purchase Offer expires and will be of no further force or effect unless it is accepted by the Sellers by **November 11, 2020**. Acceptance shall be in writing and signed by one of the principals of the Sellers.

November 10th, 2020


Signature


Signature


Print Name


Print Name

**EMPORIA ENTERPRISES, INC.
MINUTES
BOARD OF DIRECTORS MEETING**

December 16, 2020

7:00 A.M.

**TRUSLER
BUSINESS CENTER**

Directors Present: *Ed Bashaw, *David Evans, *Cory Haag, *Mike Kerbs, *Justin Mallon, *Jamie Sauder, *Pat Wiederholt, *Jeff Williams, *Wayne Symmonds, and *Brad Yount.

Ex-officio Present: *Kala Maxfield, Mark McAnarney, and Jeanine McKenna.

Absent: Others Present: Kent Heermann, and Robin Emley.

* Attended by Zoom

Vice President David Evans called the meeting to order.

MINUTES: Minutes from the November 18, 2020 meeting were presented. Motion, Kerbs/Yount, to approve minutes. Motion carried 10-0.

EXECUTIVE SESSION: Motion, Symmonds/Williams, to go into Executive Session for 20 minutes to discuss a real estate transaction. Motion carried 10-0.

Motion, Williams/Bashaw to extend Executive Session for an additional 10 minutes. Motion carried 9-0. Wiederholt left the meeting. Executive Session adjourned.

Motion, Yount/Williams, to approve the purchase agreement with Dan and Jan Smoots that is attached to the minutes. Motion carried 6-3.

ELECTION OF OFFICERS: Motion, Bashaw/Symmonds to nominate Jeff Williams as President, Cory Haag as Vice President, and Jeanine McKenna as Secretary/Treasurer. Motion carried 9-0.

Emporia Enterprises needs to fill Rick Tidwell's term on the RDA Board of Directors. Motion, Symmonds/Williams to appoint Cory Haag to the RDA Board of Directors. Motion carried 9-0.

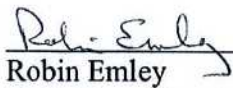
OTHER BUSINESS: December 28th is the joint meeting with the Chamber of Commerce Board of Directors.

Motion, Williams/ Bashaw to adjourn. Motion carried 9-0. Meeting adjourned.

Recorded by,

Approved by,

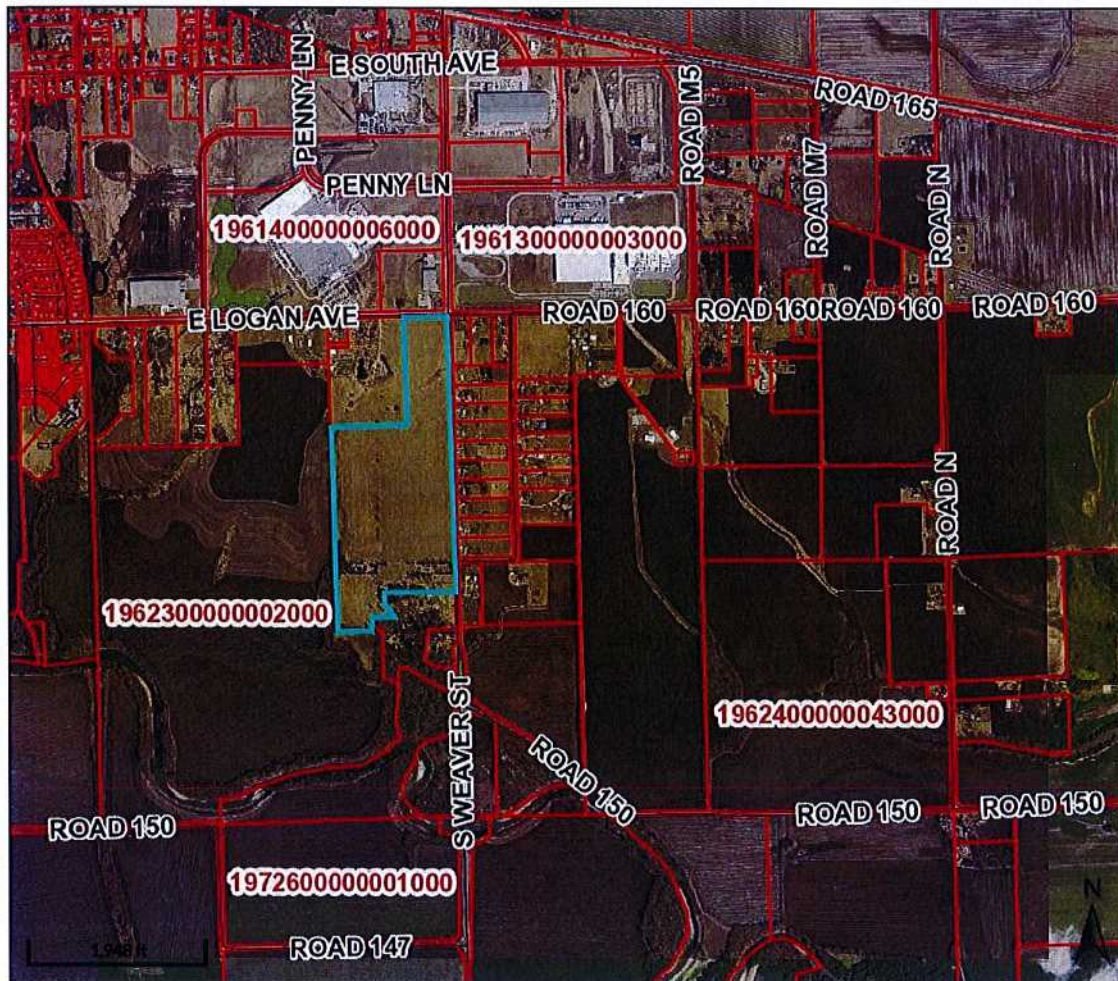
Approved by,


Robin Emley

RDA Executive Assistant


Jeanine McKenna
Secretary


David Evans
Vice President



Overview



Legend

- Parcels
- Road Centerline

Parcel ID	1962300000014000	Alternate ID	n/a	Owner Address	SMOOTS, DANIEL J; REV TR & SMOOTS, JANEICE E; REV TR
Sec/Twp/Rng	23-19S-11E	Class	F - Farm		PO BOX 75
Property Address	1201 S WEAVER Emporia	Acreage	Homesite 68.7		EMPORIA, KS 66801-0075

District 102

Brief Tax Description S23, T19S, R11E, ACRES 68.7, E1/2 NE1/4 EXC BEG NW COR E1/2 NE1/4 E815.8 S1133 W815.8 N1133 TO POB & BEG NE COR SE1/4 S302.81 W779.98 S127.7 SE163.2 W250 S142.75 W384.62 N691.5 E1320 TO POB LESS ROW

(Note: Not to be used on legal documents)

Disclaimer: The data used to produce this map is not survey accurate. It is intended for tax purposes only.

Date created: 2/15/2021

Last Data Uploaded: 2/12/2021 10:59:19 PM

Developed by  **Schneider**
GEOSPATIAL



Overview



Legend

- Parcels
- Road Centerline

Parcel ID	1962300000001040	Alternate ID	n/a	Owner Address	SMOOTS, DANIEL J; REV TR & SMOOTS, JANEICE E; REV TR
Sec/Twp/Rng	23-19S-11E	Class	F - Farm		PO BOX 75
Property Address	1503 E LOGAN Emporia	Acreage	Homesite 20.1		EMPORIA, KS 66801-0075

District 102
 Brief Tax Description S23, T19S, R11E, ACRES 20.1, BEG 206E NW COR E1/2 NE1/4 E609.8 S1133 W815.8 N823 E206 N310 TO POB LESS ROW

(Note: Not to be used on legal documents)

Disclaimer: The data used to produce this map is not survey accurate. It is intended for tax purposes only.

Date created: 2/15/2021

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Developed by  **Schneider**
GEOSPATIAL

AGENDA ITEM SUMMARY

MEETING DATE: February 17, 2021

ITEM NUMBER: 14

SUBJECT: Report from the City Manager on City Activities.

RECOMMENDATION: This is a verbal report that announces upcoming events, recognizes employees for outstanding contributions and provides the public with information that may be of general interest.

BACKGROUND SUMMARY: This is an opportunity to present information to the public that may not be reported in other news accounts or City activities or to highlight accomplishments of the organization.

Tentative Agenda for February 24th Study Session at 10:00 a.m.

- 2020 Financial Closeout Report.
- Discuss Debt on Water and Sewer Fund.
- Presentation of BG Water Model.
- Animal Shelter Agreement.
- Sewer System Connection Policy.
- Discuss Purchase of Actuators.
- Discuss 2020 JAC Agreement with ERC.
- Discuss CAMSO ICA.

Joint Luncheon w/MUPP Board

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

MEETING DATE: February 17, 2021

ITEM NUMBER: 15

SUBJECT: Executive Session

RECOMMENDATION:

BACKGROUND SUMMARY:

At this time, the City Commission request an Executive Session for a preliminary discussion related to potential land acquisition for future development for 30 minutes inviting Special Projects Coordinator Jim Witt.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____