

CITY COMMISSION MEETING

April 21, 2021 at 7:00 PM

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

Agenda

Meeting Items

1. Members Present:
2. City Commission Reports and Comments
3. Consent Agenda
4. Public Comment
5. Consider accepting the KDOT FY 2023 CCLIP-SP US-50 Agreement between KDOT and the City of Emporia
6. Consider Resolution Adopting a Housing Development and Rural Housing Incentive District Policy
7. Consider Approval of Resolution to Request RHID Designation for the Kretsinger Tract
8. Consider Approval of Ordinance & Request to annex parcel of land located at 3601 W. 6th Ave. into the City of Emporia
9. Consider approval of ordinance and request to annex parcel of land located at 1501 E. Logan Ave. into the City of Emporia
10. Consider approval of ordinance and request to annex parcel of land located at 1503 E. Logan Ave. and 1201 S. Weaver St. into the City of Emporia
11. Report from City Manager on Activities
12. Adjourn Meeting



**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 48 hours before the event at 620-343-4285 or jlynch@emporia-kansas.gov*

AGENDA ITEM SUMMARY

MEETING DATE: April 21, 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.

1) Monthly Local Retail Sales Tax Receipts Update

	2020	2021	Increase of \$35,606.71 for the month, and Overall increase of 2.31% from year 2020
	\$385,927.00	\$421,533.71	
YTD	\$1,249,027.58	\$ 1,277,929.20	

2) City Share from County Tax

	2020	2021	Increase of \$18,017.92 for the month, and Overall increase of 0.63% from year 2020
	\$196,092.81	\$214,110.73	
YTD	\$ 640,827.57	\$ 644,857.45	

3) **Building Permits issued from 3/1/2021 to 3/31/2021 for new construction, remodeling / repairs and demolition.**

Total number of building permits issued through Code Services:	57
Total of valuations associated with those building permits:	\$ 3,083,699.00
Total number of dollars collected for Building Permit Fees:	\$ 13,857.50

Construct - single family dwellings	2
Demo - single family dwellings	1

Flint Hills Mall CID for March	\$ 16,212.69
Year to Date Total	\$ 51,096.12

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

AGENDA ITEM SUMMARY

MEETING DATE: April 21, 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 Meeting held on April 7, 2021.
- b. Consider ratification of Payroll Ordinance for the period ending on April 9, 2021.
- c. Consider Approval of March Budget.
- d. Consider Set Bid Time and Date for New Flatbed Pickup for the Solid Waste Department.

RECOMMENDATION:

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

BACKGROUND SUMMARY:

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

MEETING DATE: April 21, 2021

ITEM NUMBER: 3d

SUBJECT: Set 2:00 p.m. April 28, 2021, as the time and date to receive bids for a new flatbed pickup for Solid Waste Department.

RECOMMENDATION: Set the time and date.

BACKGROUND SUMMARY:

Following is a proposed timetable for this project:

Commission to set bid date	April 21
Receive bids	April 28
Commission to consider bids	May 5

The new 1-ton, regular cab, 2X4, cab and chassis with flatbed will be used in the Solid Waste Collections. The truck being replaced is a 2012, 1-ton Chevy with over 100,000 miles on it. There is \$40,000.00 budgeted for this unit. Staff will be transferring some units with-in departments to best utilize our assets and will be selling the old unit.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

MEETING DATE: April 21, 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: April 21, 2021

ITEM NUMBER: 5

SUBJECT: Consider accepting the KDOT FY 2023 CCLIP-SP US-50 (Prairie Street to Neosho) (KDOT Proj. No. 50-56 U-2390-01) Agreement between KDOT and the City of Emporia, KS.

RECOMMENDATION: Recommend accepting the KDOT FY 2023 CCLIP-SP US-50 (Prairie Street to Neosho) agreement with KDOT and authorize the Mayor to sign.

BACKGROUND SUMMARY:

The agreement is funded 90% KDOT to 10% City up to the maximum of \$300,000 of Construction and Construction Engineering expenses. The City is responsible for 100% of construction and construction engineering costs beyond that threshold or any non-participating costs. The City's portion of the project cost shall be funded by the county wide sales tax and multi-year fund.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

PROJECT NO. 50-56 U-2390-01
CCLIP (SP) RESURFACING PROJECT
CMS CONTRACT NO. _____
CITY OF EMPORIA, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the "Secretary") and the **City of Emporia, Kansas** ("City"), collectively, the "Parties."

RECITALS:

- A. The City has applied for and the Secretary has approved a CCLIP (SP) Resurfacing Project.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City.
- C. The City desires to construct a street resurfacing Project on 6th Avenue (US-50), a city connecting link for the State Highway System, in the City.
- D. The Secretary desires to enter into an Agreement with the City to participate in the cost of the Project by use of State Highway funds.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:

As used in this Agreement, the capitalized terms below have the following meanings:

- 1. **"Agreement"** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
 - 2. **"CCLIP (SP) Resurfacing Program"** means a City Connecting Link Improvement Program (CCLIP (SP)) that is a part of the KDOT Local Partnership Program with cities and counties. The state's participation in the cost of construction and construction engineering will be one hundred percent (100%) for cities with a population between 0 to 2,499, ninety-five percent (95%) for cities with a population between 2,500 to 4,999, ninety percent (90%) for cities with a population between 5,000 to 24,999, eighty-five percent (85%) for cities with a population between 25,000 to 49,999, eighty percent (80%) for cities with a population between 50,000 to 99,999, and seventy-five percent (75%) for cities with a population equal to or greater than 100,000, up to a maximum of \$300,000.00 per fiscal year of state funds. The CCLIP (SP) Resurfacing Program is for contract maintenance only.
 - 3. **"City"** means the City of Emporia, Kansas, with its place of business at 104 East 5th Avenue, Emporia, KS 66801.
 - 4. **"City Connecting Link"** means a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway
- CCLIP (SP) Master – City Let (Rev. 01.21.2021) 1

under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city's limits and is designated as part of the national system of Interstate and defense highways.

5. **"Construction"** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.

6. **"Design Plans"** mean design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.

7. **"Effective Date"** means the date this Agreement is signed by the Secretary or the Secretary's designee.

8. **"Eligible / Participating Bid Items"** means all bid items that pertain to Project resurfacing and striping along the connecting link only. Items eligible for CCLIP (SP) funding include manhole adjustments, milling, overlays, aggregate or paved shoulders (if already existing), concrete pavement, thin bonded concrete overlays, joint repair, slurry seals, bituminous seals, ultra thin bonded overlay, concrete and asphalt pavement patching, subgrade improvement, reconstruction, traffic control, transporting of salvageable material (millings), striping, traffic signal loops on the state highway and that portion of the traffic signal loops that lie inside the return on side streets, and pavement marking on the connecting link. Video-detection systems are participating, except on side streets; however, such systems will require pre-approval, as well as additional details, and a bill of materials to be included in the final design plans. Resurfacing work is participating out to the curb returns on side streets.

9. **"Fiscal Year (FY)"** means the state's fiscal year which begins July 1 and ends on June 30 of the following calendar year.

10. **"KDOT"** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.

11. **"Letting" or "Let"** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

12. **"Non-Eligible/Non-Participating Bid Items"** means items typically non-eligible for CCLIP (SP) funding including but not limited to: bridge deck patching, utility adjustments, curb and gutter, overlay of curb and gutter, adjustment or reestablishment of survey markers, drainage appurtenances, driveways, entrances, sidewalks, sidewalk ramps, construction warranties, traffic loop construction outside the return on a side street, video detection on side streets, and construction outside of the curb and gutter. Work performed outside the Project limits on side streets, or outside the city limits is non-eligible for state participation, items with unit price changes from the let price (other than items with price adjustment specification in the bid documents) and any other items deemed non-eligible by the Secretary.

13. **"Project"** means road improvements including mill and overlay, and any other pre-approved resurfacing methods for the CCLIP (SP) Resurfacing Program for 6th Avenue (US-50) from Prairie Street to Neosho Street in Emporia, Kansas.

14. **"Secretary"** means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.

15. **“Surface Preservation” or “SP”** means a fund category, previously known as KLINK, intended to address deficiencies in or extend the life of the driving surface.

16. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public.

ARTICLE II

FUNDING:

1. **Funding.** The table below reflects the funding commitments of each Party. The Total Actual Costs of Construction include all Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change. The City agrees to notify the Secretary if costs increase by more than 10% over the estimate.

Party	Funding Source	Responsibility	Total Projected Contribution (\$)
Secretary	FY 2023 CCLIP-SP	90% of Total Actual Costs of Construction and Construction Engineering (CE) not to exceed \$300,000.00.	300,000.00
City		10% of Total Actual Costs of Construction and CE until Secretary’s funding limit is reached. 100% of Total Actual Costs of Construction and CE after Secretary’s funding limit is reached. 100% of Cost of Preliminary Engineering, Right of Way, and Utility Adjustments, if needed. 100% Non-Participating Costs.	
Total Estimated Project Costs			660,676.00

ARTICLE III

SECRETARY RESPONSIBILITIES:

1. **Reimbursement Payments.** The Secretary will make such payment to the City as soon as reasonably possible after construction of the Project is completed, after receipt of proper billing, and attestation by a licensed professional engineer employed by the City that the Project was constructed within substantial compliance of the final design plans and specifications.

ARTICLE IV

CITY RESPONSIBILITIES:

1. **Limited Scope.** The Project is limited to roadway resurfacing along the Project location. The Project roadway resurfacing may include all eligible items as defined above. Roadway resurfacing does not include such non-eligible items as defined above and any other items deemed non-eligible by the Secretary. The City will be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with Public Right-of-Way Accessibility Guidelines (PROWAG), regardless of whether such improvements are deemed non-eligible/non-participating bid items by the Secretary for reimbursement purposes.
2. **Secretary Authorization.** The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current CCLIP (SP) Resurfacing Program for this Project.
3. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*), the City will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, agents, or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.
4. **Indemnification by Contractors.** The City will require the contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act of omission of the contractor, the contractor's agent, contractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.
5. **Design and Specifications.** The City shall be responsible to make or contract to have made Design Plans for the Project.
6. **Letting and Administration by City.** The City shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The City further agrees to administer the Construction of the Project in accordance with the Design Plans, and the current version of the City's currently approved procedures, if applicable, and administer the payments due the Contractor, including the portion of the cost borne by the Secretary. The City shall design the Project or contract to have the Project designed in conformity with the current version of Section 13.0 CCLIP of the LPA Project Development Manual.
7. **Responsibility for Adequacy of Design.** The City and any consultant retained by the City shall have the sole responsibility for the adequacy and accuracy of the design plans, specifications, and estimates. Any review of these items that may be performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the City's and its consultant's duty to provide adequate and accurate design plans, specifications, and estimates. Such reviews are not done for the benefit of the consultant, the construction contractor, the City, or other political

subdivision, nor the traveling public. The Secretary makes no representation, expressed or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, and estimates or any other work performed by the consultant or the City.

8. **Design Schedule and Submission to Secretary.** The City will follow a schedule for design and development of plans that will allow the Project to be let to contract in the programmed fiscal year; otherwise, the City agrees the Secretary has the right to withdraw the Secretary's participation in the Project. If the City's Project preliminary plans, specifications, and a cost estimate (PPS&E) are submitted to KDOT's Bureau of Local Projects later than May 1 of the programmed fiscal year, at the Secretary's discretion, the Project may be moved into a future fiscal year.

9. **Movement of Utilities.** The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipelines, meters, and other utilities, publicly or privately owned, which may be necessary for construction of the Project in accordance with the final design plans. The expense of the removal or adjustment of the utilities and encroachments located on public right of way or easement shall be borne by the owner or the City.

10. **Future Encroachments.** The City will prohibit future erection, installation or construction of encroachments either on or above the right of way, and it will not in the future permit the erection of fuel dispensing pumps upon the right of way of the connecting link. The City further agrees it will require any fuel dispensing pumps erected, moved or installed along the connecting link be placed a distance from the right of way line no less than the distance permitted by the National Fire Code.

11. **Legal Authority.** The City will adopt all necessary ordinances and/or resolutions and take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

12. **Temporary Traffic Control.** The City shall provide a temporary traffic control plan within the design plans, which includes the City's plan for handling multi-modal traffic during construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with PROWAG, and FHWA rules, regulations, and guidance pertaining to the same.

13. **Permanent Traffic Control.** The City must ensure the location, form, and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, shall conform to the latest version of the MUTCD as adopted by the Secretary.

14. **Access Control.** The City will maintain control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final design plans, unless prior approval is obtained from the Secretary.

15. **Final Design Plans.** The final design plans will depict the entire Project location. The eligible/participating bid items must be shown separated and listed apart from the non-eligible/non-participating bid items on the final design plans, bid documents, and on the detailed billing provided by the City. The City shall have the final design plans signed and sealed by a licensed professional engineer. The City will furnish to KDOT's Bureau of Local Projects an electronic set of final design plans and specifications. The City further agrees the specifications will require the contractor to provide a performance

bond in a sum not less than the amount of the contract as awarded. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

16. **Program Administration.** In addition to complying with all requirements contained in Section 13.0 CCLIP of the LPA Project Development Manual:

(a) The City acknowledges that funding for the Project may be cancelled if the City proceeds to advertise, let, or award a contract for the Project, prior to receipt of notification from KDOT's Bureau of Local Projects of its completion of the final review of the plans, specifications, and estimates (PS&E).

(b) The City acknowledges that funding for the Project may be cancelled if the City awards the contract for the Project prior to its receipt of an "Authority to Award" notification from KDOT's Bureau of Local Projects.

(c) The City will provide to KDOT's Bureau of Local Projects an electronic copy of the executed contract, the completed tax exemption form (PR-76 or PR-74a) and the City's Notice of Award.

(d) After the contract for the Project is awarded, the City will promptly notify both the Project Manager of KDOT's Bureau of Local Projects and the KDOT Area Engineer to communicate the date the contractor is anticipated to begin work on the Project.

(e) The City acknowledges that any costs for work completed prior to receipt of a Notice of Actual Start Date from the KDOT Area Engineer are ineligible for participation in the Program, will be deemed non-participating costs, and shall be the responsibility of the City.

17. **Discrimination Laws.** The City will: (a) comply with the Kansas Act Against Discrimination (K.S.A. § 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. § 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*)(ADA) and not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) comply with the reporting requirements set out at K.S.A. § 44-1031 and K.S.A. § 44-1116; and (d) include those provisions in (a) through (c) in every contract, subcontract or purchase order so they are binding upon such contractor, subcontractor or vendor. If the City fails to comply with any applicable requirements of (a) through (d) above or if the City is found guilty of any violation by federal or state agencies having enforcement jurisdiction for those Acts, such violation will constitute a breach of this Agreement. If the Secretary determines the City has violated applicable provisions of the ADA, the violation will constitute a breach of this Agreement. If any violation under this paragraph occurs, this Agreement may be cancelled, terminated or suspended in whole or in part.

18. **Inspections.** The City will provide the construction engineering/inspection necessary to determine substantial compliance with the final design plans, specifications, and this Agreement. The City will require at a minimum all personnel, whether City or consultant to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. If the City executes an agreement for inspection, the agreement must contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

19. **Corrective Work.** Representatives of the Secretary may make periodic inspection of the Project and the records of the City as may be deemed necessary or desirable. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of the funding participation in the CCLIP (SP) Resurfacing Program. The Secretary does not undertake (for the benefit of the City, the contractor, the consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the contractor's errors, omissions or deviations from the final design plans and specifications.

20. **Attestation.** Upon completion of the Project the City shall have a licensed professional engineer employed by the City attest in an email to the KDOT Area Engineer and the Project Manager for KDOT's Bureau of Local Projects, that the Project was completed in substantial compliance with the final design plans and specifications.

21. **Final Acceptance.** Prior to issuing final payment to the contractor, the City must obtain final acceptance of the Project from the KDOT Area Engineer.

22. **Accounting.** Upon request by the Secretary, the City will provide the Secretary an accounting of all actual non-participating costs which are paid directly by the City to any party outside of KDOT and costs incurred by the City not to be reimbursed by KDOT for preliminary engineering, utility adjustments, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

23. **Reimbursement Request.** The City will request payment from the Secretary after the City has paid the contractor in full, and a licensed professional engineer has attested in writing the Project has been completed in conformance with the plans and specifications.

24. **Audit.** The City will participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the City for items considered non-participating, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

ARTICLE V

GENERAL PROVISIONS:

1. **City Connecting Link Maintenance Agreement.** The Parties executed a City Connecting Link Maintenance Agreement dated November 4, 2005 regarding portions of US-50 existing within the Emporia city limits which is still valid and in effect as of the date of this Agreement. Nothing in this Agreement modifies or invalidates the terms of the City Connecting Link Maintenance Agreement.

2. **Existing Right of Way.** The Project will be constructed within the limits of the existing right of way.

3. **Incorporation of Final Plans.** The final design plans and specifications are by this reference made a part of this Agreement.

4. **Compliance with Federal and State Laws.** The Parties agree to comply with all appropriate state and federal laws and regulations applicable to this Project.

5. **Project Modification.** Any of the following Project changes require the City to send a formal notice to the Secretary for approval:

- a. Fiscal year the Project is to be let
- b. Project length
- c. Project location
- d. Project scope

Items b, c, and d require an attached map to scale.

It is further mutually agreed during construction, the City shall notify the Secretary of any changes in the plans and specifications.

6. **Civil Rights Act.** The “Special Attachment No. 1, Rev. 09.20.17” pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

7. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

8. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

9. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement are binding upon the Secretary and the City and their successors in office.

10. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

11. **Headings.** The captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not alter the terms and conditions of any part or parts of this Agreement.

12. **Effective Date.** This Agreement will become effective as of the date signed by the Secretary or designee.

13. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

The signature pages immediately follow this paragraph.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized officers.

ATTEST:

THE CITY OF EMPORIA, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By: _____
Burt Morey, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency ("LEP").

CLARIFICATION

Where the term "contractor" appears in the following "Nondiscrimination Clauses", the term "contractor" is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration ("FTA") or the Federal Aviation Administration ("FAA") as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration ("FTA"), or Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

AGENDA ITEM SUMMARY

MEETING DATE: April 21, 2021

ITEM NUMBER: 6

SUBJECT: Consider Resolution Adopting a Housing Development and Rural Housing Incentive District Policy.

RECOMMENDATION: Approve Resolution.

BACKGROUND SUMMARY:

The two documents attached are the revised Housing Development and Rural Housing Incentive District Policy and a Resolution adopting the policy for your consideration. Changes made to the initial policy document reflect input received at the April 14th Study Session. If the revised policy is acceptable staff recommends approval of Resolution.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

RESOLUTION NO. _____

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF EMPORIA,
KANSAS ADOPTING A HOUSING DEVELOPMENT AND RURAL HOUSING
INCENTIVE DISTRICT POLICY**

WHEREAS, the Governing Body has identified housing development needs within the City, such as those defined in the August 2020 Lyon County Housing Study; and

WHEREAS, it is the objective of the Governing Body to support the development of housing stock in alignment with identified needs and Governing Body goals; and

WHEREAS, the Governing Body has determined that it is necessary to adopt a Housing Development Incentive Policy, a copy of which is attached hereto and incorporated herein by reference, to provide guidelines for the application process for Rural Housing Incentive District (RHID) and other housing development incentives.

NOW, THEREFORE, BE IT RESOLVED, that the aforesaid Housing Development and Rural Housing Incentive District Policy, as attached hereto, is hereby adopted and, further, the policy shall be inserted into the City of Emporia Policy Manual.

The Resolution shall take effect immediately upon its passage.

APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF
EMPORIA, KANSAS, this 21st day of April 2021.

Robert F. Gilligan, Mayor

Attest:

Kerry Sull, City Clerk

Subject: Housing Development and Rural Housing Incentive District Policy	Issued by: City Commission Resolution No.	Effective Date: 4/21/2021
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1-12 HOUSING DEVELOPMENT AND RURAL HOUSING INCENTIVE DISTRICT POLICY

A. BACKGROUND

The Emporia City Commission regularly receives requests for City assistance in promoting and developing additional housing units through utilization of Rural Housing Incentive District (RHID) tools, infrastructure funding, and other incentives. The City Commission from time to time sets goals and incentives based on recent studies, such as the Lyon County Housing Study of 2020, that identify specific needs and shortages in community housing supply.

B. PURPOSE

It is the purpose of this policy to set forth certain criteria for application and utilization of RHID and other incentives as provided for in Kansas Statutes based on identified community housing needs.

C. POLICY

I. Priority Housing Types

Section 1: Allowable Housing Types

The following owner-occupied housing types shall be allowed to utilize the RHID incentive as provide for in Kansas Statutes:

1. Single family detached residential structures,
2. Single family attached residential structures,
3. Duplex residential structures,
4. Townhouses,
5. Condominiums,
6. Garden/patio homes, and
7. Any residential structure comparable in density to those outlined above and consistent with adopted building and zoning regulations.

The housing types shall be defined by the adopted building and zoning regulations of the City of Emporia in effect at the time an application for the RHID program is received by the City Manager's office.

Section 2: Exceptions

The City shall consider investor owned multifamily and multistory residential structures as part of a planned integrated development for a strategic purpose meeting Commission goals. This may include, but is not limited to, senior living complexes, targeted income markets, special needs housing, and upper story residential as permitted under the Rural Housing Incentive District.

II. Proposals and Pre-Qualifying Assessment

Proposals for City assistance in the creation of residential subdivisions/buildings shall submit a proposal to the City Manager's office. Proposals shall be based on an identified community need at the time of application, such as those defined in the August 2020 housing study or other adopted City Commission goals or policies. Proposals shall include the following information:

1. The names of the business entity and its primary owners/partners seeking city assistance.
2. The location of the development on a map which clearly outlines the parcel to be developed.
3. The number of building lots to be created.
4. The type of housing units or mixture thereof to be included in the development.
5. The estimated market cost of housing units to be constructed.
6. A third-party analysis including the financial feasibility of the project in retiring the RHID debt and the projected construction pace of development. All housing types noted under Section I (1): Allowable Housing Types shall include a lot absorption schedule as part of the third-party analysis. For developments with a target market price below \$250,000 per home, the minimum lot absorption schedule shall be the completion of fifty percent (50%) in the first three (3) years of the project. For developments with a target market price over \$250,000 per home, the minimum lot absorption schedule shall be the completion of fifty percent (50%) in the first five (5) years of the project.
7. A covenant guaranteeing no additional lot splits must be submitted prior to the passage of the ordinance granting RHID status.
8. All proposals shall be accompanied by a \$1,000 non-refundable evaluation fee. If the proposal is approved by the City Commission and a development agreement is executed that involves periodic payments or reimbursements from the City, there shall be a 3% administrative fee attached to all transactions.
9. All City assistance regarding infrastructure shall utilize the City's public bidding process. Plans and specs for infrastructure improvements must be consistent with adopted City policies and ordinances.

III. Phasing and Development Agreements

The City and the developer shall enter into a negotiated Development Agreement which shall contain, but not be limited to, the following elements:

1. Projected target prices for the residential units to be constructed.
2. Phasing of development in terms of the number of units to be completed each year and a projected buildout year.
3. A claw-back provision related to any City assistance, if provided, based on agreed upon goals regarding unit completions that are not met. Claw-back provisions are to be negotiated on a project-by-project basis.
4. The City reserves the right to decline the establishment of a district if the target pricing does not meet a recognized need in the community as identified and adopted by the City Commission.
5. The financing method shall be clearly defined in accordance with approved City alternatives as outlined in Section V.
6. If RHID bonds, as authorized by Kansas Statutes, are to be utilized, the applicant shall work with a bond attorney selected by the City of Emporia for the issuance of said bonds.
7. A development guaranty of twenty five percent (25%) of the total public infrastructure costs shall be required of the applicant before the city proceeds to issue public financing under the 6A special assessment/RHID alternative. This amount shall be refunded to the developer once thirty- five percent (35%) of the lots contain a completed residential structure and a Certificate of Occupancy is issued by the City Building Inspection Department.
8. The City shall require three (3) years of special assessment obligations to be accumulated before reimbursing a developer and/or builder for eligible expenses incurred under the 6A special assessment alternative/ RHID alternative.
9. Special assessment utilizing the 6A/RHID alternative shall be calculated and assigned to each lot in an approved subdivision. It shall be the developer's responsibility to inform the buyer of a lot of this assessment and the method they will be administered.

IV. Land/Location

The developer/builder shall be solely responsible for the purchase of the land to be designated as an RHID district. Proposed districts shall be located adjacent or within 200 feet of an existing city street or paved street for consideration. For land outside of the existing City limits a petition for annexation consistent with Kansas Statutes shall be made concurrent with the request for the establishment of an RHID.

Reclamation of floodplain zones as designated by federal programs is not allowed as a RHID eligible expense.

Section 1: Location

All area included within the incorporated city limits as defined by ordinance are eligible for RHID designation after being approved by the Kansas Department of Commerce (KDOC). Existing RHID eligible areas, as approved by KDOC, are attached as Exhibit A.

Designation of an area presently not within the corporate boundaries of the community cannot be declared an RHID district by the city until annexation is completed. Applicants should set aside an additional 3-6 months in their planning timeline to accommodate this situation.

V. FINANCIAL ALTERNATIVES

The following is a nonexclusive listing of some financial alternative available to the City regarding RHID developments and related scenarios to assist in addressing the need for new housing units.

1. Utilize existing policy requiring private financing for all RHID development requests.
2. Issue RHID bonds as permitted under the Kansas Rural Housing Incentive District Statutes in conjunction with local financial institutions.
3. Utilize Kansas Statute 12-6a01-17 to establish a special assessment district and create a Rural Housing Incentive District (RHID). The incremental tax revenue received via the RHID would then be utilized for debt retirement for bonds issued in conjunction with a development, reimburse the city account used to fund the initial construction and reimburse developer/builder eligible expenses.
4. The City may buy a tract of land and finance the acquisition and construction of infrastructure via an RHID district. The City can then plan and develop the tract and enter into any private development agreements necessary to meet the housing goals established by the Commission.
5. Provide financial assistance in an amount to be determined to buyers within an RHID with a target price not to exceed \$250,000. Access to state/federal funding may be used to provide this incentive or a portion thereof.

AGENDA ITEM SUMMARY

MEETING DATE: April 21, 2021

ITEM NUMBER: 7

SUBJECT: Consider Approval of a Resolution to Request RHID Designation for the Kretsinger Tract.

RECOMMENDATION: Approve Resolution for RHID Designation of Kretsinger Tract.

BACKGROUND SUMMARY:

Staff has received a request from the potential developers of the Kretsinger tract to add said property to the eligible RHID districts within the City. The approval of the attached Resolution is the first step in the RHID designation process. A copy of the Resolution, if passed, along with the August 2020 Housing Study will be forwarded to the Kansas Department of Commerce for consideration as an additional eligible district. The review by the Department usually takes 3-4 weeks. If the Department approves the addition of the district the developer may then take the statutory steps necessary to formally designate the district via City Commission action.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

RESOLUTION NO. _____

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS,
ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY, AND
MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH

WHEREAS, K.S.A. 12-5241 et seq. (the “Act”) authorizes any city incorporated in accordance with the laws of the state of Kansas (the “State”) with a population of less than 60,000 located in a county with a population of less than 80,000 to designate rural housing incentive districts within such city; and

WHEREAS, the City of Emporia, Kansas (the “City”) has an estimated population of approximately 24,598, is located in Lyon County, Kansas (the “County”), which has an estimated population of approximately 33,195, and therefore constitutes a city as said term is defined in the Act; and

WHEREAS, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and

WHEREAS, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a rural housing incentive district and providing the legal description of property to be contained therein.

WHEREAS, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary of Commerce of the State (the “Secretary”) requesting that the Secretary agree with the finding contained in such resolution; and

WHEREAS, if the Secretary agrees with such findings, such city may proceed with the establishment of a rural housing incentive district within such city and adopt a plan for the development of housing and public facilities in the proposed district; and

WHEREAS, the Governing Body of the City has performed a Housing Needs Analysis dated August 2021 (the “Analysis”), a copy of which is on file in the office of the Community Development Coordinator; and

WHEREAS, the Analysis has determined the following findings:

1. There is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.
2. The shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.
3. The shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.
4. The future economic wellbeing of the City depends on the Governing Body providing additional incentives for the construction or renovation of quality housing in the City.

Based on these findings and determinations, the Governing Body proposes the establishment of Rural Housing Incentive Districts within the City pursuant to the Act. (K.S.A. 12-5219 et seq.)

Following the adoption and publication of this resolution, a certified copy shall be submitted to the Secretary of Commerce for approval of the establishment of the Rural Housing Incentive District in the City, as required by K.S.A. 12-5244(c).

As a result of the shortage of quality housing within the city of Emporia, the City proposes the development of housing and public facilities within the following proposed districts (maps attached):

1. KRETSINGER DISTRICT

Preliminary Development Plan: 60 single family detached, owner and renter occupied units, duplexes,
Price range: \$125,000 and up

Tract Description:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 22,
TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6th P.M., IN THE CITY OF EMPORIA,
LYON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 22; THENCE ALONG
THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22
S. 88°52'37" W. 1028.00 FEET TO THE NORTHEAST CORNER OF A TRACT CONVEYED
TO THE CITY OF EMPORIA AS DESCRIBED ON PAGE 449 IN MISC. BOOK 150 AT
THE LYON COUNTY REGISTER OF DEEDS; THENCE ALONG THE EAST LINE OF
SAID CITY OF EMPORIA TRACT, BEING PARALLEL WITH THE EAST LINE OF SAID
SECTION 22
S. 01°28'57" E. 689.60 FEET TO THE POINT OF BEGINNING, BEING THE SOUTHWEST
CORNER OF A TRACT CONVEYED TO JERRY LEE SCHROCK AND TERESA A.
SCHROCK, DESCRIBED AS SOUTH 689 FEET ON PAGE 22 IN BOOK 462 AT THE
LYON COUNTY REGISTER OF DEEDS; THENCE ALONG THE SOUTH LINE OF SAID
SCHROCK TRACT
N. 88°52'37" E. 506.60 FEET (SCHROCK TRACT: EAST) TO THE SOUTHEAST CORNER
OF SAID SCHROCK TRACT, BEING ON THE WEST LINE OF A TRACT CONVEYED
TO KRAIG SMITH AS DESCRIBED ON DOCUMENT NO. 2020-00164 AT THE LYON
COUNTY REGISTER OF DEEDS; THENCE ALONG THE WEST LINE OF SAID SMITH

TRACT

S. 01°28'57" E. 15.50 FEET (SMITH TRACT: SOUTH) TO THE SOUTHWEST CORNER OF SAID SMITH TRACT; THENCE ALONG THE SOUTH LINE AND SOUTH LINE EXTENDED OF SAID SMITH TRACT

N. 88°52'37" E. 521.40 FEET (SMITH TRACT: EAST) TO THE EAST LINE OF SAID SECTION 22, BEING THE SOUTHEAST CORNER OF A TRACT CONVEYED TO G PAUL HANSHEW AND DIANE J HANSHEW AS DESCRIBED ON DOCUMENT NO. 2011-00429 AT THE LYON COUNTY REGISTER OF DEEDS; THENCE ALONG THE EAST LINE OF SECTION 22

S. 01°28'57" E. 697.92 FEET; THENCE PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22

S. 88°52'37" W. 1028.00 FEET TO THE EAST LINE OF SAID CITY OF EMPORIA TRACT; THENCE ALONG THE EAST LINE OF SAID CITY OF EMPORIA TRACT

N. 01°28'57" W. 713.42 FEET (AS DESCRIBED: SOUTH) TO THE POINT OF BEGINNING, CONTAINING 16.65 ACRES

ADOPTED by the Governing Body of the City of Emporia, Kansas, on April 17, 2021.

(SEAL)

Robert F. Gilligan, Mayor

ATTEST:

Kerry Sull, City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. _____ adopted by the Governing Body of the City on April 21, 2021 as the same appear of record in my office.

DATED: April 21, 2021

Kerry Sull, City Clerk

AGENDA ITEM SUMMARY

MEETING DATE: April 21, 2021

ITEM NUMBER: 8

SUBJECT: Consider Approval of Ordinance and Request to Annex a Parcel of land located at 3601 W. 6th Ave into the City of Emporia.

BACKGROUND SUMMARY: Emporia Enterprises is seeking the annexation of a parcel of land. The Planning Commission approved the request for annexation, based on staff's recommendation. This annexation is contiguous with City of Emporia. This annexed will make the city boundary line straight or harmonious with surrounding properties that are already in the city limits.

All utilities and easements are in places at this location, and there were no objections from the Technical Review Team that would interfere with this application.

The Planning Commission unanimously recommended approval of the request on March 16, 2021. There were no objections from neighboring property owners or the general public.

LEGAL DESCRIPTION:

A TRACT IN THE NORTHEAST AND NORTHWEST QUARTERS OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW CORNER OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 18; THENCE N.90°00'00"E. ON THE NORTH LINE OF SAID NE 1/4 OF THE NE 1/4 (BASIS OF BEARINGS) FOR A DISTANCE OF 523.80 FEET;

THENCE S.00°32'29"E. FOR A DISTANCE OF 1174.90 FEET TO THE NORTHERLY RIGHT OF WAY OF THE BN&SF RAILROAD;

THENCE N.88°46'24"W. ON THE NORTH LINE OF SAID RAILROAD FOR A DISTANCE OF 546.94 FEET TO THE WEST LINE OF SAID NE 1/4 OF THE NE 1/4; THENCE

N.88°47'07"W. ON SAID NORTH LINE OF THE RAILROAD FOR A DISTANCE OF 103.00 FEET;

THENCE N.00°35'13"E. FOR A DISTANCE OF 1161.03 FEET TO THE NORTH LINE OF SAID NW1/4NE1/4.

THENCE N.90°00'00"E. ON THE NORTH LINE OF SAID NW1/4NE1/4 FOR A DISTANCE OF 103.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 16.64 ACRES, EXCLUSIVE OF THE NORTH 33 FEET FOR RIGHT OF WAY FOR OLD US 50 HIGHWAY.

RECOMMENDATION:

Seeking approval as an extension of the city limits.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

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, Map

The Planning Commission met in a regular session on Tuesday, March 16, 2021, with Chairman Thomas presiding. Members Bucklinger, Duncan, Garrett were present. Board currently has 5 vacancies.

(This meeting was held via Zoom and on Facebook Live, due to the restrictions in place because of Covid19.)

2021-10 Approve a Request to Annex Property at 3601 W. 6th Ave into the City of Emporia and Revoke Conditional Use Permit

Staff confirmed jurisdiction over this application.

No exparte communication was declared.

BACKGROUND SUMMARY:

SECTION 3-3 ANNEXATION 3-301. Land hereafter annexed into the City of Emporia shall retain the zoning district status received in Lyon County unless procedures are followed to amend the zoning status.

2014 State Statute 12-520

ANALYSIS:

5. **2021-10** Approve a Request to Annex Property at 3601 W. 6th Ave into the City of Emporia and Revoke Conditional Use Permit

LEGAL DESCRIPTION:

A TRACT IN THE NORTHEAST AND NORTHWEST QUARTERS OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 18; THENCE N.90°00'00"E. ON THE NORTH LINE OF SAID NE 1/4 OF THE NE 1/4 (BASIS OF BEARINGS) FOR A DISTANCE OF 523.80 FEET; THENCE S.00°32'29"E. FOR A DISTANCE OF 1174.90 FEET TO THE NORTHERLY RIGHT OF WAY OF THE BN&SF RAILROAD; THENCE N.88°46'24"W. ON THE NORTH LINE OF SAID RAILROAD FOR A DISTANCE OF 546.94 FEET TO THE WEST LINE OF SAID NE 1/4 OF THE NE 1/4; THENCE N.88°47'07"W. ON SAID NORTH LINE OF THE RAILROAD FOR A DISTANCE OF 103.00 FEET; THENCE

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

N.00°35'13"E. FOR A DISTANCE OF 1161.03 FEET TO THE NORTH LINE OF SAID NW 1/4 NE 1/4.
THENCE N.90°00'00"E. ON THE NORTH LINE OF SAID NW 1/4 NE 1/4 FOR A DISTANCE OF 103.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 16.64 ACRES, EXCLUSIVE OF THE NORTH 33 FEET FOR RIGHT OF WAY FOR OLD US 50 HIGHWAY.

ANNEXATION:

Applicants: Emporia Enterprises

Requested Action: Annexation and revoke previous Conditional Use

Purpose: To bring location into the city limits, and revoke previous Conditional Use Permit

Address: 3601 W. 6th Ave

Size: Approximately 2.60 acres

Existing Zoning: Agricultural

Existing Land Use: Agricultural

Physical Characteristics: Undeveloped land in Floodplain

Comprehensive Plan: Industrial Use

Public Utilities: Water and sewer are available.

Analysis: The applicant would like to annex this property in order clean up city property lines and connect with utilities if ever needed.

Mr. Foster addressed the PC noting the revocation of the Conditional Use Permit for this parcel was also being requested. Staff noted that the revoking of the Conditional Use is within the authority of Planning Commission.

Mr. Foster noted that the Conditional Use was for a gun range at this location. The gun range was never operational, and the use has been vacant for over 12 months and it would not create a hardship for the property owner of neighbors to revoke the CUP.

Zoning Regulations Section 26-504. The Planning Commission may revoke any Conditional Use Permit upon finding that (a) necessary building permits have not been issued within twelve (12) months of approval of the Conditional Use Permit or (b) if no building permit is required for the use allowed under the Conditional Use Permit, that the use so allowed has not been commenced within twelve (12) months of the approval of the Conditional Use Permit.

Chair Thomas asked if we needed to have two motions. One for the annexation and one to revoke the Conditional Use. Staff agreed that would be best.

Member Garrett asked when the ordinance was past and if a building permit would have been required. Member Garrett asked, how do factually find that no building permit was issued, given the passing of time?

Mr. Heerman noted that Emporia Enterprises has owned the property since December of 2020, and it was previously owned by Dynamic Disc for some time.

Member Bucklinger noted that he remembered when the Conditional Use was passed but it was never used.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

Member Garrett stated that we needed evidence that it was not in use.

Mr. Foster noted he could do more research and get back with the Planning Commission at the next meeting.

Staff provided information regarding the annexation request, noting the locations, floodplain and that surrounding locations are within city limits.

Mr. Foster stated that City staff discussed the requested annexation, there were no concerns noted that would prevent this request.

Annexations do not require a legal publication, and because of that can be added to the PC agenda at any time.

In accordance with 2014 State Statute 12-520 as long as one of the following is met the City can annex without County approval.

- (1) The land is platted, and some part of the land adjoins the city.
- (2) The land adjoins the city and is owned by or held in trust for the city or any agency thereof.
- (3) The land adjoins the city and is owned by or held in trust for any governmental unit other than another city except that no city may annex land owned by a county without the express permission of the board of county commissioners of the county other than as provided in subsection (f).
- (4) The land lies within or mainly within the city and has a common perimeter with the city boundary line of more than 50%. (Yes)
- (5) The land if annexed will make the city boundary line straight or harmonious and some part thereof adjoins the city, except no land in excess of 21 acres shall be annexed for this purpose. (Yes)
- (6) The tract is so situated that 2/3 of any boundary line adjoins the city, except no tract in excess of 21 acres shall be annexed under this condition. (Yes)
- (7) The land adjoins the city and a written petition for or consent to annexation is filed with the city by the owner. (Yes)

REGULATIONS:

Zoning Regulations SECTION 3-3 ANNEXATION 3-301. Land hereafter annexed into the City of Emporia shall retain the zoning district status received in Lyon County unless procedures are followed to amend the zoning status.

2014 State Statute 12-520

Zoning Regulations Section 26-504. The Planning Commission may revoke any Conditional Use Permit upon finding that (a) necessary building permits have not been issued within twelve (12) months of approval of the Conditional Use Permit or (b) if no building permit is required for the use allowed under the Conditional Use Permit, that the use so allowed has not been commenced within twelve (12) months of the approval of the Conditional Use Permit.

Recommendation: Staff recommended the approval of the annexation as normal extension of the community.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

Public Hearing:

The Public Hearing portion was opened.

Kent Heermann, 1720 Trowman Way, Emporia, KS, applicant, addressed the Board and was available to answer any questions.

No opposition from the public or general public.

The Public Hearing portion was closed.

Revocation Request: Member Duncan made a motion to Table the Revocation of the Condition Use Permit for 2021-10. Member Garrett seconded the motion. Approved to table 4-0.

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

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

AERIAL/ LOCATION MAP:



ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

ORDINANCE NO. _____

AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF EMPORIA, KANSAS TO INCLUDE CERTAIN DESCRIBED LAND.

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

Section 1. The boundary of the City of Emporia, Kansas is hereby extended to include the following described land and such land is hereby annexed into the City of Emporia, Kansas:

Legal Descriptions:

A TRACT IN THE NORTHEAST AND NORTHWEST QUARTERS OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NW CORNER OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 18; THENCE N.90°00'00"E. ON THE NORTH LINE OF SAID NE 1/4 OF THE NE 1/4 (BASIS OF BEARINGS) FOR A DISTANCE OF 523.80 FEET;
THENCE S.00°32'29"E. FOR A DISTANCE OF 1174.90 FEET TO THE NORTHERLY RIGHT OF WAY OF THE BN&SF RAILROAD;
THENCE N.88°46'24"W. ON THE NORTH LINE OF SAID RAILROAD FOR A DISTANCE OF 546.94 FEET TO THE WEST LINE OF SAID NE 1/4 OF THE NE 1/4; THENCE N.88°47'07"W. ON SAID NORTH LINE OF THE RAILROAD FOR A DISTANCE OF 103.00 FEET;
THENCE N.00°35'13"E. FOR A DISTANCE OF 1161.03 FEET TO THE NORTH LINE OF SAID NW1/4NE1/4.
THENCE N.90°00'00"E. ON THE NORTH LINE OF SAID NW1/4NE1/4 FOR A DISTANCE OF 103.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 16.64 ACRES, EXCLUSIVE OF THE NORTH 33 FEET FOR RIGHT OF WAY FOR OLD US 50 HIGHWAY.

Section 2. This ordinance shall become effective upon publication in the official city newspaper.

PASSED AND APPROVED this 21st day of April 2021.

ROBERT F. GILLIGAN, Mayor

ATTEST:

KERRY SULL, City Clerk

AGENDA ITEM SUMMARY

MEETING DATE: April 21, 2021

ITEM NUMBER: 9

SUBJECT: Consider Approval of Ordinance and Request to Annex a Parcel of land 1501 E. Logan Ave into the City of Emporia.

BACKGROUND SUMMARY:

Emporia Enterprises is seeking the annexation of a parcel of land to bring a property into the city limits of Emporia. The Planning Commission approved this request based on staff's recommendation. This annexation is contiguous with City of Emporia.

All utilities and easements are in places at this location, and there were no objections from the Technical Review Team or Utility Advisory Board that would interfere with this application.

The Planning Commission unanimously recommended approval of the request on March 16, 2021. There were no objections from neighboring property owners or the general public.

RECOMMENDATION:

Seeking approval as a natural extension of the city limits.

LEGAL DESCRIPTION:

Beginning at the Northwest corner of the East Half of the Northeast Quarter of Section 23, Township 19 South, Range 11 East of the 6 P.M.; thence South 260 feet; thence East 206 feet; thence North 260 feet; thence West 206 feet to the point of beginning.

And, a tract of land in the East Half of the Northeast Quarter (E/2 NE/4) of Section 23, Township 19 South, Range 11 East of the 6th P.M. being described as follows; Beginning at a point 260 feet South of the Northwest corner of the East Half of the said Northeast quarter; thence South 50 feet, thence East 206 feet; thence North 50 feet; thence West 206 feet to the point of beginning.

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, Map, Site Plan

The Planning Commission met in a regular session on Tuesday, March 16, 2021, with Chairman Thomas presiding. Members Bucklinger, Duncan, Garrett were present. Board currently has 5 vacancies.

(This meeting was held via Zoom and on Facebook Live, due to the restrictions in place because of Covid19.)

4. 2021-09 Approve a Request to Annex a Parcel of land 1501 E. Logan into the City of Emporia

ACTION RECORD

Action: _____

Motion: _____

Second: _____

Abstained: _____

Vote: _____

GEITZ _____

GIEFER _____

GILLIGAN _____

SMITH _____

BRINKMAN _____

AGENDA ITEM SUMMARY

LEGAL DESCRIPTION:

Beginning at the Northwest corner of the East Half of the Northeast Quarter of Section 23, Township 19 South, Range 11 East of the 6 P.M.; thence South 260 feet; thence East 206 feet; thence North 260 feet; thence West 206 feet to the point of beginning.

And, a tract of land in the East Half of the Northeast Quarter (E/2 NE/4) of Section 23, Township 19 South, Range 11 East of the 6th P.M. being described as follows; Beginning at a point 260 feet South of the Northwest corner of the East Half of the said Northeast quarter; thence South 50 feet, thence East 206 feet; thence North 50 feet; thence West 206 feet to the point of beginning.

Member Garrett asked for clarification regarding the applicant connection to the Regional Development Agency, concerned with a possible conflict of interest.

Application Kent Heerman addressed the board and explained that Emporia Enterprises was not directly connected to the RDA, as it is a subsidiary of the Chamber of Commerce. Emporia Enterprises is a 501C6, that act as a property holder, that also owns and manages industrial properties. Member Garrett noted that he had no conflict of interest and the item continued.

Staff report continued

REGULATIONS:

SECTION 3-3 ANNEXATION 3-301. Land hereafter annexed into the City of Emporia shall retain the zoning district status received in Lyon County unless procedures are followed to amend the zoning status.

2014 State Statute 12-520

ANALYSIS:

Applicants: Emporia Enterprises

Requested Action: Annexation

Purpose: To bring location into the city limits

Address: 1501 E. Logan

Size: Approximately .20 acres

Existing Zoning: Agricultural

Existing Land Use: Agricultural

Physical Characteristics: Undeveloped land/Family Home

Comprehensive Plan: R-1/Single Family House

Public Utilities: Water and sewer are available.

Analysis: The applicant would like to annex this property in order to expand the existing building. This annexation is contiguous with the city limit line to the north and west.

City staff discussed the requested annexation, there were no concerns noted that would prevent this request.

Annexations do not require a legal publication, and because of that can be added to the PC agenda at any time.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

In accordance with 2014 State Statute 12-520 as long as one of the following is met the City can annex without County approval.

- (1) The land is platted, and some part of the land adjoins the city.
- (2) The land adjoins the city and is owned by or held in trust for the city or any agency thereof.
- (3) The land adjoins the city and is owned by or held in trust for any governmental unit other than another city except that no city may annex land owned by a county without the express permission of the board of county commissioners of the county other than as provided in subsection (f).
- (4) The land lies within or mainly within the city and has a common perimeter with the city boundary line of more than 50%. (Yes)
- (5) The land if annexed will make the city boundary line straight or harmonious and some part thereof adjoins the city, except no land in excess of 21 acres shall be annexed for this purpose. (Yes)
- (6) The tract is so situated that 2/3 of any boundary line adjoins the city, except no tract in excess of 21 acres shall be annexed under this condition.
- (7) The land adjoins the city and a written petition for or consent to annexation is filed with the city by the owner. (Yes)

Recommendation: Approve as a normal extension of the community.

ACTION RECORD

Action: _____

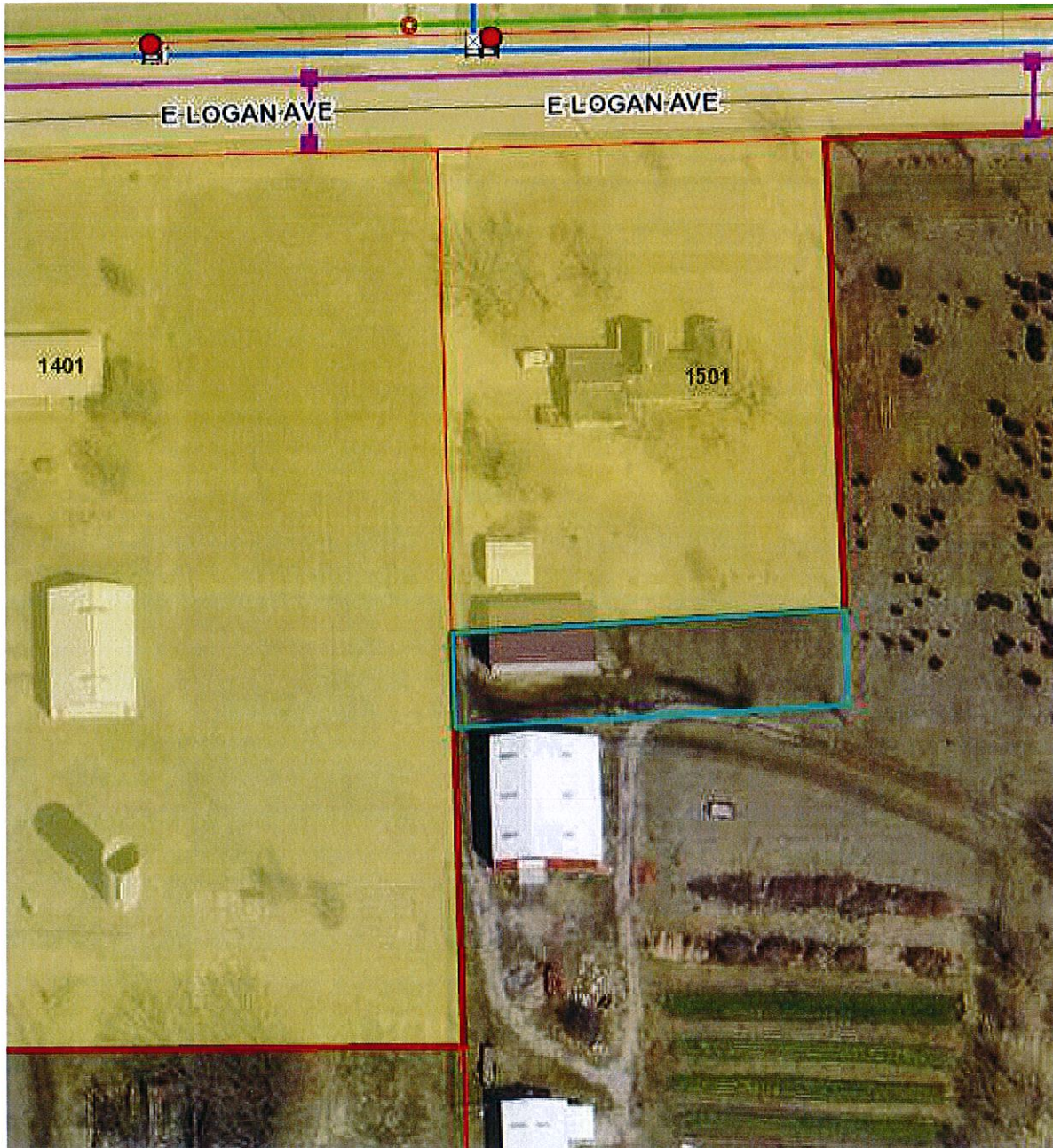
Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

AERIAL/ZONING MAP:



ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

ORDINANCE NO. _____

AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF EMPORIA, KANSAS TO INCLUDE CERTAIN DESCRIBED LAND.

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

Section 1. The boundary of the City of Emporia, Kansas is hereby extended to include the following described land and such land is hereby annexed into the City of Emporia, Kansas:

Legal Descriptions:

Beginning at the Northwest corner of the East Half of the Northeast Quarter of Section 23, Township 19 South, Range 11 East of the 6 P.M.; thence South 260 feet; thence East 206 feet; thence North 260 feet; thence West 206 feet to the point of beginning.

And, a tract of land in the East Half of the Northeast Quarter (E/2 NE/4) of Section 23, Township 19 South, Range 11 East of the 6th P.M. being described as follows; Beginning at a point 260 feet South of the Northwest corner of the East Half of the said Northeast quarter; thence South 50 feet, thence East 206 feet; thence North 50 feet; thence West 206 feet to the point of beginning.

Section 2. This ordinance shall become effective upon publication in the official city newspaper.

PASSED AND APPROVED this 21st day of April 2021.

Robert F. Gilligan, Mayor

ATTEST:

KERRY SULL, City Clerk

AGENDA ITEM SUMMARY

MEETING DATE: April 21, 2021

ITEM NUMBER: 10

SUBJECT: Consider Approval of Ordinance and Request to Annex a Parcel of land located at 1503 E. Logan Ave and 1201 S. Weaver St. into the City of Emporia.

BACKGROUND SUMMARY: Emporia Enterprises is seeking the annexation of a parcel of land. The Planning Commission approved this request based on staff's recommendation. This annexation is contiguous with City of Emporia.

All utilities and easements are in places at this location, and there were no objections from the Technical Review Team that would interfere with this application. City staff discussed the requested annexations, there were no concerns noted that would prevent this request.

The Planning Commission unanimously recommended approval of the request on March 16, 2021. There were no objections from neighboring property owners or the general public.

LEGAL DESCRIPTION:

TRACT IN THE SE 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE SAID SE 1/4, MARKED BY AN IRON PIN, LYING S00°34'18"E A DISTANCE OF 100.00 FEET FROM THE NORTHEAST CORNER OF THE SAID SE 1/4; THENCE ON A BEARING OF N89°31'12"W ON A LINE PARALLEL WITH AND 100.00 FEET SOUTH OF THE NORTH LINE OF THE SAID SE 1/4 FOR A DISTANCE OF 781.88 FEET TO AN IRON PIN; THENCE ON A BEARING OF S00°52'42"E FOR A DISTANCE OF 121.66 FEET TO AN IRON PIN; THENCE ON A BEARING OF S89°00'08"W FOR A DISTANCE OF 50.00 FEET TO AN IRON PIN; THENCE ON A BEARING OF S1°20'12"E FOR A DISTANCE OF 121.68 FEET TO AN IRON PIN; THENCE ON A BEARING OF N88°39'47"E FOR A DISTANCE OF 50 FEET TO AN IRON PIN; THENCE ON A BEARING OF N1°20'13"W FOR A DISTANCE OF 27.70 FEET TO AN IRON PIN; THENCE ON A BEARING OF S89°31'12"E FOR A DISTANCE OF 779.98 FEET TO AN IRON PIN ON THE SAID EAST LINE OF THE SE 1/4; THENCE ON A BEARING OF N00°34'18"W ALONG THE SAID EAST LINE FOR A DISTANCE OF 215.31 FEET TO THE POINT OF BEGINNING;

ALSO:

A TRACT OF LAND IN THE SE 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID SECTION 23, THENCE NORTH ALONG THE EAST LINE OF SAID SECTION ON AN ASSUMED BEARING OF N00°34'18"W FOR A DISTANCE OF 2,568.66 FEET; THENCE WESTERLY ON AN ASSUMED BEARING OF S89°14'04"W FOR A DISTANCE OF 781.88 FEET TO THE POINT OF BEGINNING; THENCE SOUTHERLY ON AN ASSUMED BEARING OF S00°59'52"E FOR A DISTANCE OF 104.66 FEET; THENCE WESTERLY ON A BEARING OF S89°00'08"W FOR A DISTANCE OF 50.00 FEET; THENCE SOUTHERLY ON A BEARING OF S1°20'12"E FOR A DISTANCE OF 121.68 FEET; THENCE EASTERLY ON A BEARING OF N88°39'47"E FOR A DISTANCE OF 50.00 FEET; THENCE SOUTHERLY ON A BEARING OF S1°20'13"E FOR A DISTANCE OF 100.00 FEET; THENCE

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

AGENDA ITEM SUMMARY

SOUTHEASTERLY ON A BEARING OF S39°51'15"E FOR A DISTANCE OF 163.20 FEET; THENCE WESTERLY ON A BEARING OF N88°45'04"W FOR A DISTANCE OF 250.00 FEET; THENCE SOUTHERLY ON A BEARING OF S1°14'56"W FOR A DISTANCE OF 142.75 FEET; THENCE WESTERLY ON A BEARING OF N88°45'04"W FOR A DISTANCE OF 384.62 FEET; THENCE NORTHERLY ON A BEARING OF N00°32'59"W FOR A DISTANCE OF 573.06 FEET; THENCE EASTERLY ON A BEARING OF N89°14'04"E FOR A DISTANCE OF 531.56 FEET TO THE POINT OF BEGINNING.

ALSO:

THE NORTH 87.5 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER IN SECTION 23, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS

ALSO:

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS, EXCEPT THE FOLLOWING DESCRIBED TRACTS:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS; THENCE SOUTH 260 FEET; THENCE EAST 206 FEET; THENCE NORTH 260 FEET; THENCE WEST 206 FEET TO THE POINT OF BEGINNING.

AND

A TRACT OF LAND IN THE EAST HALF OF THE NORTHEAST QUARTER (E 1/2 NE 1/4) OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS, BEING DESCRIBED AS FOLLOWS: BEGINNING AT POINT 260 FEET SOUTH THE NORTHWEST CORNER OF THE EAST HALF OF THE SAID NORTHEAST QUARTER; THENCE SOUTH 50 FEET; THENCE EAST 206 FEET; THENCE NORTH 50 FEET; THENCE WEST 206 FEET TO THE POINT OF BEGINNING.

RECOMMENDATION:

Seeking approval as an extension of the city limits.

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, Map

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

AGENDA ITEM SUMMARY

The Planning Commission met in a regular session on Tuesday, March 16, 2021, with Chairman Thomas presiding. Members Bucklinger, Duncan, Garrett were present. Board currently has 5 vacancies. (This meeting was held via Zoom and on Facebook Live, due to the restrictions in place because of Covid19.)

Application 202-11: Approve a Request to Annex a Parcel of land 1503 E. Logan Ave and 1201 S. Weaver St. into the City of Emporia.

Staff confirmed jurisdiction over this application.

No exparte communication was declared.

BACKGROUND SUMMARY:

SECTION 3-3 ANNEXATION 3-301. Land hereafter annexed into the City of Emporia shall retain the zoning district status received in Lyon County unless procedures are followed to amend the zoning status.

2014 State Statute 12-520

ANALYSIS:

Applicants: Dan Smoots/Emporia Enterprises

Requested Action: Annexation

Purpose: To bring location into the city limits

Address: No dedicated address

Size: approximately 90 acres

Existing Zoning: Agricultural

Existing Land Use: Agricultural

Physical Characteristics: Undeveloped land

Comprehensive Plan: R-1, Single Family

Public Utilities: Water and sewer are available.

Analysis: The applicant would like to annex this property in order to expand industrial growth in the future. This annexation is contiguous with the city limit line to the north, east, and west.

City staff discussed the requested annexations, there were no concerns noted that would prevent this request.

Annexations do not require a legal publication and can be added agenda at any time.

In accordance with 2014 State Statute 12-520 as long as one of the following is met the City can annex without County approval.

- (1) The land is platted, and some part of the land adjoins the city.
- (2) The land adjoins the city and is owned by or held in trust for the city or any agency thereof.
- (3) The land adjoins the city and is owned by or held in trust for any governmental unit other than another city except that no city may annex land owned by a county without the express permission of the board of county commissioners of the county other than as provided in subsection (f).
- (4) The land lies within or mainly within the city and has a common perimeter with the city boundary line of more than 50%. (Yes)

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

AGENDA ITEM SUMMARY

- (5) The land if annexed will make the city boundary line straight or harmonious and some part thereof adjoins the city, except no land in excess of 21 acres shall be annexed for this purpose. (Yes)
- (6) The tract is so situated that 2/3 of any boundary line adjoins the city, except no tract in excess of 21 acres shall be annexed under this condition.
- (7) The land adjoins the city and a written petition for or consent to annexation is filed with the city by the owner. (Yes)

RECOMMENDATION:

Approve as a normal extension of the community.

Member Garrett asked if this was standard procedure for annexation. Mr. Foster noted, that yes, this was standard way to annex in accordance with local and state regulations.

Public Hearing:

The Public Hearing portion was opened.

Kent Heermann, 1720 Trowman Way, Emporia, KS, applicant, addressed the Board and was available to answer any questions.

Mr. Heerman noted that he desired to annex the property at 1503 E. Logan Ave and 1201 S. Weaver St. as well as rezoning the property in the near future. He would rather take the rezoning to the City Planning Commission and City Commission rather than the County Commission.

No opposition.

The Public Hearing portion was closed.

Application 2021-11: Member Bucklinger made a motion to approve the application based on staff's recommendation. Member Thomas seconded the motion. Approved 4-0

LEGAL DESCRIPTION:

TRACT IN THE SE 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE SAID SE¼, MARKED BY AN IRON PIN, LYING S00°34'18"E A DISTANCE OF 100.00 FEET FROM THE NORTHEAST CORNER OF THE SAID SE¼; THENCE ON A BEARING OF N89°31'12"W ON A LINE PARALLEL WITH AND 100.00 FEET SOUTH OF THE NORTH LINE OF THE SAID SE¼ FOR A DISTANCE OF 781.88 FEET TO AN IRON PIN; THENCE ON A BEARING OF S00°52'42"E FOR A DISTANCE OF 121.66 FEET TO AN IRON PIN; THENCE ON A BEARING OF S89°00'08"W FOR A DISTANCE OF 50.00 FEET TO AN IRON PIN; THENCE ON A BEARING OF S1°20'12"E FOR A DISTANCE OF 121.68 FEET TO AN IRON PIN; THENCE ON A BEARING OF N88°39'47"E FOR A DISTANCE OF 50 FEET TO AN IRON PIN; THENCE ON A BEARING OF N1°20'13"W FOR A DISTANCE OF 27.70 FEET TO AN IRON PIN; THENCE ON A BEARING OF S89°31'12"E FOR A DISTANCE OF 779.98 FEET TO AN IRON PIN ON THE SAID EAST LINE OF THE SE ¼; THENCE ON A BEARING OF N00°34'18"W ALONG THE SAID EAST LINE FOR A DISTANCE OF 215.31 FEET TO THE POINT OF BEGINNING;

ACTION RECORD

Action: _____

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

AGENDA ITEM SUMMARY

ALSO:

A TRACT OF LAND IN THE SE ¼ OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID SECTION 23, THENCE NORTH ALONG THE EAST LINE OF SAID SECTION ON AN ASSUMED BEARING OF N00°34'18"W FOR A DISTANCE OF 2,568.66 FEET; THENCE WESTERLY ON AN ASSUMED BEARING OF S89°14'04"W FOR A DISTANCE OF 781.88 FEET TO THE POINT OF BEGINNING; THENCE SOUTHERLY ON AN ASSUMED BEARING OF S00°59'52"E FOR A DISTANCE OF 104.66 FEET; THENCE WESTERLY ON A BEARING OF S89°00'08"W FOR A DISTANCE OF 50.00 FEET; THENCE SOUTHERLY ON A BEARING OF S1°20'12"E FOR A DISTANCE OF 121.68 FEET; THENCE EASTERLY ON A BEARING OF N88°39'47"E FOR A DISTANCE OF 50.00 FEET; THENCE SOUTHERLY ON A BEARING OF S1°20'13"E FOR A DISTANCE OF 100.00 FEET; THENCE SOUTHEASTERLY ON A BEARING OF S39°51'15"E FOR A DISTANCE OF 163.20 FEET; THENCE WESTERLY ON A BEARING OF N88°45'04"W FOR A DISTANCE OF 250.00 FEET; THENCE SOUTHERLY ON A BEARING OF S1°14'56"W FOR A DISTANCE OF 142.75 FEET; THENCE WESTERLY ON A BEARING OF N88°45'04"W FOR A DISTANCE OF 384.62 FEET; THENCE NORTHERLY ON A BEARING OF N00°32'59"W FOR A DISTANCE OF 573.06 FEET; THENCE EASTERLY ON A BEARING OF N89°14'04"E FOR A DISTANCE OF 531.56 FEET TO THE POINT OF BEGINNING.

ALSO:

THE NORTH 87.5 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER IN SECTION 23, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS

ALSO:

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS, EXCEPT THE FOLLOWING DESCRIBED TRACTS:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS; THENCE SOUTH 260 FEET; THENCE EAST 206 FEET; THENCE NORTH 260 FEET; THENCE WEST 206 FEET TO THE POINT OF BEGINNING.

AND

A TRACT OF LAND IN THE EAST HALF OF THE NORTHEAST QUARTER (E 1/2 NE 1/4) OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS, BEING DESCRIBED AS FOLLOWS: BEGINNING AT POINT 260 FEET SOUTH THE NORTHWEST CORNER OF THE EAST HALF OF THE SAID NORTHEAST QUARTER; THENCE SOUTH 50 FEET; THENCE EAST 206 FEET; THENCE NORTH 50 FEET; THENCE WEST 206 FEET TO THE POINT OF BEGINNING.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

AERIAL/ZONING MAP:



ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

ORDINANCE NO. _____

AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF EMPORIA, KANSAS TO INCLUDE CERTAIN DESCRIBED LAND.

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

Section 1. The boundary of the City of Emporia, Kansas is hereby extended to include the following described land and such land is hereby annexed into the City of Emporia, Kansas:

Legal Descriptions:

TRACT IN THE SE 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE SAID SE 1/4, MARKED BY AN IRON PIN, LYING S00°34'18"E A DISTANCE OF 100.00 FEET FROM THE NORTHEAST CORNER OF THE SAID SE 1/4; THENCE ON A BEARING OF N89°31'12"W ON A LINE PARALLEL WITH AND 100.00 FEET SOUTH OF THE NORTH LINE OF THE SAID SE 1/4 FOR A DISTANCE OF 781.88 FEET TO AN IRON PIN; THENCE ON A BEARING OF S00°52'42"E FOR A DISTANCE OF 121.66 FEET TO AN IRON PIN; THENCE ON A BEARING OF S89°00'08"W FOR A DISTANCE OF 50.00 FEET TO AN IRON PIN; THENCE ON A BEARING OF S1°20'12"E FOR A DISTANCE OF 121.68 FEET TO AN IRON PIN; THENCE ON A BEARING OF N88°39'47"E FOR A DISTANCE OF 50 FEET TO AN IRON PIN; THENCE ON A BEARING OF N1°20'13"W FOR A DISTANCE OF 27.70 FEET TO AN IRON PIN; THENCE ON A BEARING OF S89°31'12"E FOR A DISTANCE OF 779.98 FEET TO AN IRON PIN ON THE SAID EAST LINE OF THE SE 1/4; THENCE ON A BEARING OF N00°34'18"W ALONG THE SAID EAST LINE FOR A DISTANCE OF 215.31 FEET TO THE POINT OF BEGINNING;

ALSO:

A TRACT OF LAND IN THE SE 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID SECTION 23, THENCE NORTH ALONG THE EAST LINE OF SAID SECTION ON AN ASSUMED BEARING OF N00°34'18"W FOR A DISTANCE OF 2,568.66 FEET; THENCE WESTERLY ON AN ASSUMED BEARING OF S89°14'04"W FOR A DISTANCE OF 781.88 FEET TO THE POINT OF BEGINNING; THENCE SOUTHERLY ON AN ASSUMED BEARING OF S00°59'52"E FOR A DISTANCE OF 104.66 FEET; THENCE WESTERLY ON A BEARING OF S89°00'08"W FOR A DISTANCE OF 50.00 FEET; THENCE SOUTHERLY ON A BEARING OF S1°20'12"E FOR A DISTANCE OF 121.68 FEET;

THENCE EASTERLY ON A BEARING OF N88° 39'47"E FOR A DISTANCE OF 50.00 FEET; THENCE SOUTHERLY ON A BEARING OF S1°20'13"E FOR A DISTANCE OF 100.00 FEET; THENCE SOUTHEASTERLY ON A BEARING OF S39°51'15"E FOR A DISTANCE OF 163.20 FEET; THENCE WESTERLY ON A BEARING OF N88°45'04"W FOR A DISTANCE OF 250.00 FEET; THENCE SOUTHERLY ON A BEARING OF S1°14'56"W FOR A DISTANCE OF 142.75 FEET; THENCE WESTERLY ON A BEARING OF N88°45'04"W FOR A DISTANCE OF 384.62 FEET; THENCE NORTHERLY ON A BEARING OF N00°32'59"W FOR A DISTANCE OF 573.06 FEET; THENCE EASTERLY ON A BEARING OF N89°14'04"E FOR A DISTANCE OF 531.56 FEET TO THE POINT OF BEGINNING.

ALSO:

THE NORTH 87.5 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER IN SECTION 23, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS

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AND

A TRACT OF LAND IN THE EAST HALF OF THE NORTHEAST QUARTER (E 1/2 NE 1/4) OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS, BEING DESCRIBED AS FOLLOWS: BEGINNING AT POINT 260 FEET SOUTH THE NORTHWEST CORNER OF THE EAST HALF OF THE SAID NORTHEAST QUARTER; THENCE SOUTH 50 FEET; THENCE EAST 206 FEET; THENCE NORTH 50 FEET; THENCE WEST 206 FEET TO THE POINT OF BEGINNING.

Section 2. This ordinance shall become effective upon publication in the official city newspaper.

PASSED AND APPROVED this 21st day of April 2020.

ROBERT F. GILLIGAN, Mayor

ATTEST:

KERRY SULL, City Clerk

AGENDA ITEM SUMMARY

MEETING DATE: April 21, 2021

ITEM NUMBER: 11

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 April 28th Study Session at 9:30 a.m.

- Discuss Motor Grader.
- Continued Discussion Water Tap Fees.
- Discuss Agreement for JAC with ERC.
- Discuss New Electronic Sign for the Emporia Public Library.
- Kansas State Historic Preservation Office Appeal.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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