

CITY COMMISSION MEETING

AGENDA

CITY COMMISSION / MUNICIPAL COURT ROOM

518 MECHANIC, EMPORIA, KS

August 18, 2021 at 7:00 p.m.

1. Members present: Mayor Gilligan

<u>Vice Mayor Smith</u>	<u>Commissioner Geitz</u>
<u>Commissioner Giefer</u>	<u>Commissioner Brinkman</u>
<u>City Manager McAnarney</u>	<u>City Clerk Sull</u>
<u>Asst. City Mgr. Massey</u>	<u>City Attorney Montgomery</u>
2. Mayor and City Commission Reports and Comments.
3. Consent Agenda
4. Public Comment
5. Consider Approval of Incentive Compliance Agreement for Pavilions Retail Center.
6. Consider Approval of Contract for Airport Runway Extension Design with HW Lochner.
7. Consider Bids for Sale of Vacant Lots at 902 Neosho St. and 1626 LaSalle St.
8. Consider Approval of Ordinance and Request to Annex a Parcel of land located at 600 Road 180 into the City of Emporia.
9. Consider Request for Public Hearing to Appeal the SHPO for the Property Located at 605 Commercial Street.
10. Consider Letter of Support for the Extension of the Lyon County Sales Tax.
11. Report from City Manager on City Activities.



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

AGENDA ITEM SUMMARY

MEETING DATE: August 18, 2021

ITEM NUMBER: 2

SUBJECT: Mayor and City Commissioners Reports and Comments

RECOMMENDATION:

BACKGROUND SUMMARY

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

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

1) Monthly Local Retail Sales Tax Receipts Update

	2020	2021	Increase of \$30,540.86 for the month, and Overall increase of 9.68% from year 2020
	\$431,070.55	\$461,611.41	
YTD	\$2,849,196.54	\$ 3,124,879.55	

2) City Share from County Tax

	2020	2021	Increase of \$18,708.11 for the month, and Overall increase of 8.46% from year 2020
	\$214,478.17	\$233,186.28	
YTD	\$1,454,977.35	\$ 1,578,109.85	

3) **Building Permits issued from 7/1/2021 to 7/31/2021 for new construction, remodeling / repairs and demolition.**

Total number of building permits issued through Code Services:	72
Total of valuations associated with those building permits:	\$ 1,993,583.00
Total number of dollars collected for Building Permit Fees:	\$ 12,287.50

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

Flint Hills Mall CID for July	\$ 18,801.40
Year to Date Total	\$ 120,756.99

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

MEETING DATE: August 18, 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 August 4, 2021.
- b. Consider ratification of Payroll Ordinance for the period ending on August 13, 2021.
- c. Consider the Approval of July Budget.
- d. Consider Request to Set Date for Notice of Hearing to Exceed Revenue Neutral Rate and 2022 Budget Hearing.
- e. Consider Set Bid Date and Time for the Public Works Center Pavement Improvements.

RECOMMENDATION:

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

BACKGROUND SUMMARY:

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

MEETING DATE: August 18, 2021

ITEM NUMBER: 3d

SUBJECT: Request to Set Date for Notice of Hearing to Exceed Revenue Neutral Rate and 2022 Budget Hearing.

RECOMMENDATION: Approve Notice of Hearing to Exceed Revenue Neutral Rate and 2022 Budget Hearing Date.

BACKGROUND SUMMARY:

The Commission set the date for the public hearing to be held to Exceed Revenue Neutral Rate and the 2022 Budget hearing at the July 21st meeting to be September 1, 2021. Since then, the commission has decided to hold these budget hearings at the September 15, 2021 meeting. Therefore, the commission needs to vote to set the new date.

The Commission needs to set the date for a public hearing to be held to Exceed Revenue Neutral Rate and for the 2022 Budget. City Staff recommends September 15, 2021.

The Notice of Hearing to Exceed Revenue Neutral Rate and 2022 budget hearing will be published in the Emporia Gazette 10 days prior to the budget hearing.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

MEETING DATE: August 18, 2021

ITEM NUMBER: 3e

SUBJECT: Set Bid Date and Time for the Public Works Center Pavement Improvements.

RECOMMENDATION: Staff Recommends setting a bid opening date of September 7, 2021, at 2:00pm.

BACKGROUND SUMMARY:

The public works center would like to make pavement improvements around the facility. The proposed improvements will add approximately 6,750 square feet of concrete pavement, and we will replace approximately 45,000 square feet of existing pavement. We are also adding material storage bins with a concrete pad that is approximately 4,000 square feet. The project was bonded in a building and facilities rehab bond that was authorized for \$1,000,000.00 to rehab buildings and facilities at the public works center. We will start advertising the project on Friday August 20, 2021, and open bids on September 7, 2021, at 2:00pm.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

AGENDA ITEM SUMMARY

MEETING DATE: August 18, 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: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

MEETING DATE: August 18, 2021

ITEM NUMBER: 5

SUBJECT: Consider Approval of Incentive Compliance Agreement for Pavilions Retail Center.

RECOMMENDATION: Approve Incentive Compliance Agreement for Pavilions Retail Center.

BACKGROUND SUMMARY:

The attached agreement sets forth an Incentive Compliance agreement related to a forgivable loan for the expansion of the Pavilions retail center.

The \$100,000 forgivable loan is to be used for the site development work related to the construction of 50,500 square feet of new retail space which has escalated in cost since negotiations began for the establishment of the retail space. The 50,500 square feet shall be occupied by 3 retail users with construction beginning in the next quarter of 2021 and continuing into the spring of 2022.

The term of the forgivable loan is 5 years beginning on the date each individual retail space receives their Certificate of Occupancy from the City. The pay back provision is based a square footage pro-rated shared of the original loan amount.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

INCENTIVE COMPLIANCE AGREEMENT

BY AND BETWEEN THE

CITY OF EMPORIA, KANSAS

AND

EMPORIA LAND DEVELOPMENT, LLC

THIS INCENTIVE COMPLIANCE AGREEMENT, is entered into by and between the **CITY OF EMPORIA, KANSAS**, a municipal corporation organized and existing under the laws of the State of Kansas (the "City") and **EMPORIA LAND DEVELOPMENT, LLC** (the "Company");

WITNESSETH:

WHEREAS, the Company has expressed its intention to construct a retail facility in the City, which project is expected to include the construction of three retail buildings at a projected cost of approximately \$7,000,000.00 on the Pavilions site located at Industrial Road and West 24th Avenue in Emporia, hereinafter referred to as the "Project" and

WHEREAS, the City desires to assist in facilitating the construction of the Project by providing \$100,000.00 in Economic Development Forgivable Loan funds to the Company through its Home Rule Authority; and

WHEREAS, pursuant to the foregoing, the City desires to enter into this Agreement with the Company in consideration of the Company's commitment to construct the Project and achieve certain occupancies of the buildings constructed at the Project as more fully described in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the City and the Company do hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In this agreement, unless otherwise indicated, the following words and terms as used herein shall have the following meanings:

"Agreement" means this Incentive Compliance Agreement between the City and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

"Building A" means an approximately 22,500 square foot retail building to be constructed as part of the Project and depicted in Exhibit A.

"Building B" means an approximately 18,000 square foot retail building to be constructed as part of the Project and depicted in Exhibit A.

"Building C" means an approximately 10,000 square foot retail building to be constructed as part of the Project and depicted in Exhibit A.

"Forgivable Loan" means a sum not to exceed \$100,000.00 in Economic Development loan funds to Emporia Land Development, LLC which may be forgiven after sixty (60) months of retail occupancy and operations. Each Project Building shall have individual Forgivable Loan Funds assigned as described in Sec. 2.1.

"Initiation Date" means the date the Certificate of Occupancy is issued for each building on or before October 1, 2022.

"Loan Forgiveness Term" means sixty (60) months of retail occupancy and operations at each Project Building. Each portion of funds assigned to a Project Building shall have an individual Loan Forgiveness Term.

"Project" means the construction and retail occupancy of three buildings as described in the introduction to this Agreement and depicted in Exhibit A.

"Project Building" means any individual building within the Project (Building A, Building B, or Building C).

"Project Site" means the area commonly referred to as Emporia Pavilions Community Improvement District located at Industrial Road and West 24th Avenue.

"Targeted Construction Costs" means approximately \$7,000,000.00 and includes but is not limited to the cost of building design, site management, foundation and building for the Project.

"Target Date of Occupancy and Operations" No later than October 1, 2022.

ARTICLE II

Section 2.1. Forgivable Loan Parameters and Target Goals.

- a) The Company shall construct the Project consisting of three retail facilities designated as Building A, Building B, and Building C as depicted in Exhibit A. Two of the three Project Buildings shall be occupied by a commercial retailer whose primary business is the retail sale of soft goods. The third building shall be occupied by a commercial retailer from any sector.
- b) City shall disburse Forgivable Loan Funds to the Company in the following amounts upon issuance of building permits for each Project Building:
 - i. \$45,000.00 for Building A
 - ii. \$35,000.00 for Building B
 - iii. \$20,000.00 for Building C

Company shall utilize the Forgivable Loan Funds for Targeted Construction Costs.

- c) Company shall ensure that each Project Building receives its Certificate of Occupancy and begins operating commercially on or before October 1, 2022. The date the Certificate of Occupancy is issued for each Project Building shall be considered the Initiation Date for that Project Building. Each Initiation Date shall commence a sixty (60) month Loan Forgiveness Term. Loan forgiveness is contingent upon completion of sixty (60) months of active retail operation.

Any period of thirty (30) consecutive days during which any Project Building is vacant and/or retail operations are not occurring after the Initiation Date shall not apply toward the sixty (60) month retail occupancy and operations requirement for loan forgiveness for said Project Building. Every thirty (30) day periods of non-occupancy or non-retail operation shall extend the Loan Forgiveness Term by one (1) month.

- d) In the event a retail occupant ceases operations prior to the sixty (60) month occupancy and retail operation requirement in any Project Building, the Company shall have a 180-day period to secure a new occupant and begin retail operations in said Project Building. Failure of the Company to secure a retail operation after 180 days shall constitute a Default of the Forgivable Loan terms for said Project Building. In the event of such Default Company shall reimburse the City for any funds due within sixty (60) days using the following formula:

The reimbursement shall be pro-rated based on the number of months remaining of the Loan Forgiveness Term for the Project Building in Default. The Company shall

owe 1/60th of the initial loan disbursement for each month remaining in the Loan Forgiveness Term.

- (e) The Company shall provide notice to the City Manager's office of the proposed vacancy within 10 business days after notice of vacancy is provided by the retail tenant.

ARTICLE III

INCENTIVES

Section 3.1. Incentives

- a) The City, operating under its home rule authority and for the purpose of community and economic development, shall provide the Company forgivable loan funds not to exceed one hundred thousand dollars (\$100,000.00).
- b) The term of the loan is for sixty (60) months commencing on the Initiation Date.
- c) The City shall utilize existing funds available from city funds available at the time the loan funds are disbursed to the Company.

Section 3.2 Project Site.

- a) The parties acknowledge that, as of the date of this Agreement, the Project Site is owned by Emporia Land Development, LLC and Commonly known as Emporia Pavilions located at Industrial Road and West 24th Avenue in Emporia, Kansas.
- b) The loan proceeds shall be used solely on the property known as Emporia Pavilions for Targeted Construction Costs.

Section 3.3. Economic Market Changes. In the event of a failure by Company to meet the Targeted Goals as outlined in Article II, the Company shall have the right to demonstrate to the City that such failure was the result of unforeseen economic or market changes and present a plan to the City for achieving the requirements. In such case, the City, in its sole discretion, may postpone the loan repayment required hereunder.

ARTICLE IV

COVENANTS OF THE COMPANY

Section 4.1. General. Company represents that it is a corporation duly organized and existing under the laws of the state of Kansas with lawful power and authority to enter into and perform its obligations under this Agreement, acting by and through its authorized officers.

Section 4.2. Plans; Zoning. Company will provide to the City the engineering and architectural design for the Project and will meet all applicable federal, state and local statutes, ordinances or regulations, including without limitation the City's applicable zoning and building codes. The Company shall comply with all zoning regulations.

Section 4.3. Inspection. The Company agrees that the City and its duly authorized agents shall have the right at reasonable times (during business hours), subject to at least 48 hours advance notice and subject to the Company's usual business proprietary, safety and security requirements, to enter upon the Project Site to examine and inspect the Project and the records of the Company which demonstrate compliance with this Agreement. To the extent permitted under the laws of the state of Kansas governing public records, the City agrees that all information provided under this Section shall be confidential and shall not be disclosed to third parties or used for any purpose other than in performing City's duties with respect to this Agreement or the Project, or enforcing the City's rights or remedies hereunder.

ARTICLE V

SALE AND ASSIGNMENT

The benefits granted by the City to the Company pursuant to this Agreement shall belong solely to the Company and such benefits shall not be transferred, assigned, pledged or in any other manner hypothecated without the express written consent of the City.

ARTICLE VI

EVENTS OF DEFAULT; REMEDIES

Section 6.1. Events of Default. The following events shall be an "Event of Default" under this Agreement:

- (a) the failure of Company to perform any of its obligations hereunder; or
- (b) the Company's Breach of any covenant contained herein or any representation by the Company found to be false or erroneous when made.

Section 6.2. Remedies on Default. If an Event of Default occurs and is not cured within 180 days (or such longer period as the City and Company may agree), the City may terminate this Agreement by written notice to the Company. Upon receipt of such notice, the Company shall repay to the City all amounts owing under the formula in Article II Sec. 2.1(d) within sixty (60) days of receipt of written notice of termination. The City may additionally take whatever action at law or in equity as may appear necessary or desirable to enforce the performance of the Company of any obligation with respect to this Agreement or any related instrument or collect the amounts then due and thereafter to become due.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1. Severability. If for any reasons any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 7.2. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Kansas.

Section 7.3. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 7.4. Term. The term of this Agreement shall begin and shall terminate as set forth in Section 2.1. Upon termination for compliance, the incentive loan shall be considered fully paid.

Section 7.5. Termination. In the event the Company does not receive a building permit for the Project and begin construction of the Project on the Project Site within 1 year from the date of this Agreement, the City shall have the option, by written notice to the Company, to terminate this Agreement.

Section 7.6. Notice. Any notices required to be given under the terms of this Agreement shall be by first class mail, facsimile or overnight delivery to the following addresses:

- (1) With respect to the Company:

Spencer R. Thomson, LLC
c/o Thomson, LLC
4700 Belleview Avenue, Suite 404
Kansas City, Missouri, 64112

- (2) With respect to the City:

City of Emporia, Kansas
104 East 5th Ave
Emporia, Kansas 66801
ATTN: City Manager

Section 7.7. Time. Time is of the essence in this Agreement.

Section 7.8. Section Headings. The section headings hereof are for the convenience of reference and shall not be treated as part of this agreement or as affecting the true meaning of the provisions hereof. The reference to section numbers herein shall be deemed to refer to the numbers preceding each section.

Section 7.9. Full Agreement. The preceding constitutes the entire agreement of the parties as it pertains to Forgivable Loan funds and no amendment thereof shall be effective unless in writing signed by the parties hereto. No waiver of any covenant or agreement contained herein shall be effective unless in writing and no such waiver shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any other covenant or agreement.

Section 7.10. Force Majeure. The Company shall not be liable for failure of performance hereunder if occasioned by war, declared or undeclared; fire; flood; embargo; or other natural or man-made disaster beyond the control of the parties. Suspension of performance by reason of this Section shall be limited to the period during which such cause of failure exists.

Section 7.11. Income Tax Implications. The City makes no covenants or warranty to the Company regarding the federal or state income tax implications of the incentives provided for herein. The Company assumes and acknowledges full responsibility for the determination of such or any other tax implications.

Section 7.12. Electronic/Digital Signatures The parties agree that the use of electronic/digital signatures by either party is sufficient to execute this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names and their respective corporate seals, if available, to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

CITY OF EMPORIA, KANSAS

By _____
Robert F. Gilligan, Mayor

(SEAL)

ATTEST:

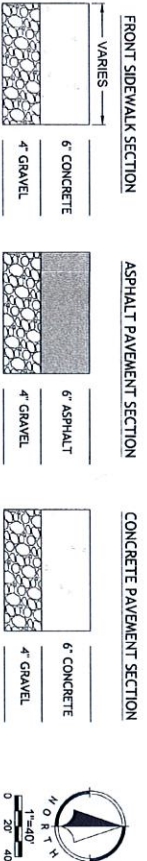
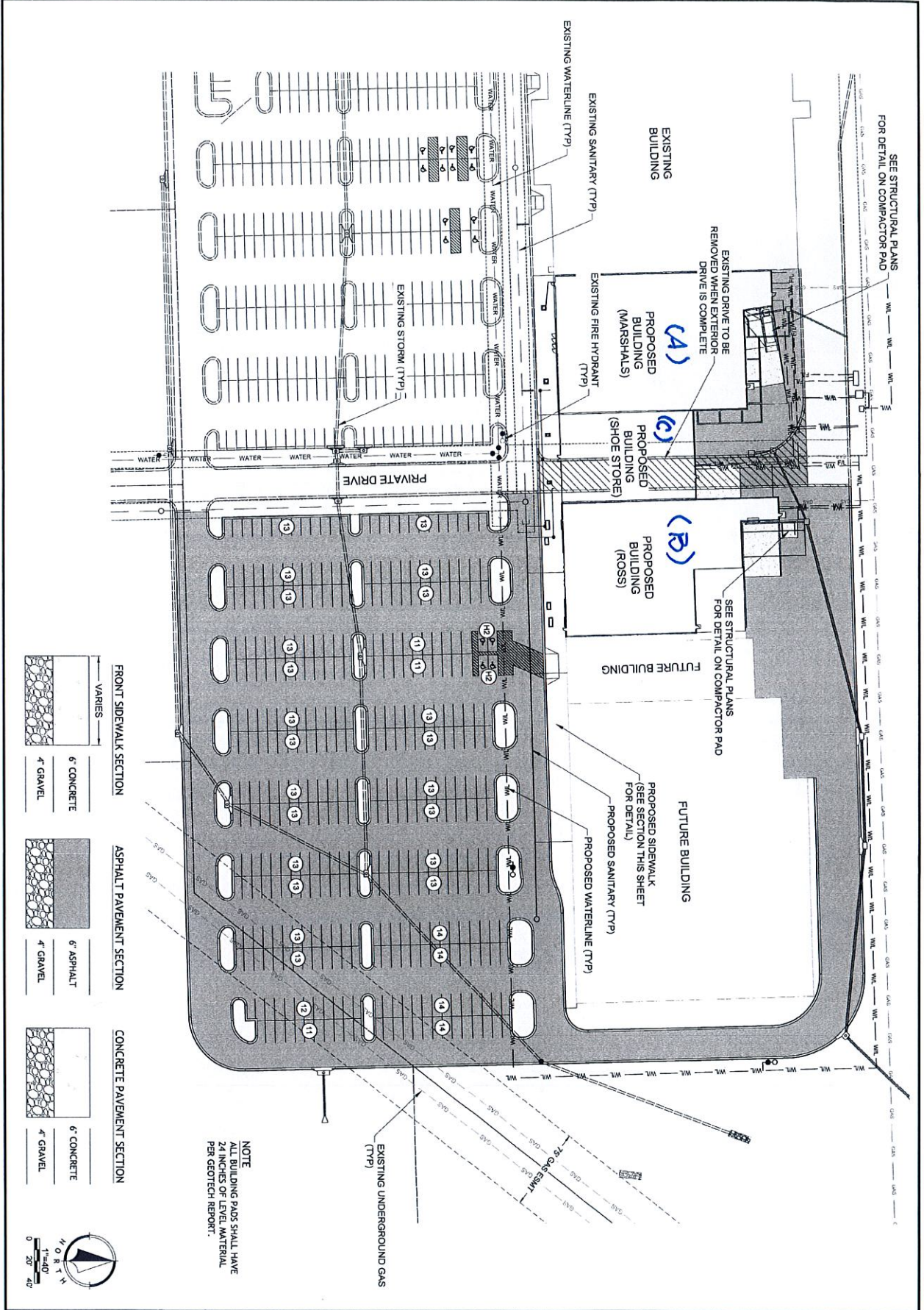
Kerry Sull, City Clerk

EMPORIA LAND DEVELOPMENT, LLC

J. Michael Neighbors
Manager

Harold Robert Herman, Jr.
Manager

Spencer R. Thomson
Manager



SHEET 004	GENERAL LAYOUT	EMPORIA PAVILIONS	Warger Associates, LLC CONSULTING ENGINEERS 6127 NW PINE RIDGE CIRCLE PARKVILLE, MO. 64152 816-769-6132 STEVEWARGER@GMAIL.COM		ORIGINAL SUBMITTAL REVISIONS	
			06/10/21			
			DATE			

AGENDA ITEM SUMMARY

MEETING DATE: August 18, 2021

ITEM NUMBER: 6

SUBJECT: Consider Approval of Contract for Airport Runway 51' Extension Design with HW Lochner.

RECOMMENDATION: Staff recommends the approval of the contract to design the Airport Runway 51' Extension Design with HW Lochner for \$153,800.00.

BACKGROUND SUMMARY

The airport received a grant from the Kansas Department of Transportation for the design of a 51' extension. The grant reimburses the City for 95% of the design costs. Staff would like to move forward with design for this project with HW Lochner. Total design cost for the extension design is \$153,800.00, and the City will match 5%, \$7,690.00.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

CONSULTANT AGREEMENT (the "Agreement")

Owner: City of Emporia, Kansas

Client: City of Emporia, Kansas

Consultant: **H.W. Lochner, Inc. ("Lochner")**

Date:

Project: Extend Runway 1-19 to 5,050'

Remove Obstructions to Runway 1 Approach and Object Free Area

Complete AGIS Aeronautical Survey for Ultimate Runway 1 Threshold Location and Existing Runway 19, Runway 6, and Runway 24 Threshold Locations

Lochner and the Client (collectively, the "Parties" and individually, a "Party") agree as follows:

1. **Agreement.** This Agreement is a contract between Lochner and the Client for Lochner to perform engineering design services on the Project.

2. **Lochner.** Lochner shall be the general administrator for the services listed in the Agreement which Lochner is contracting to provide for the Project, and Lochner shall facilitate the exchange of information between or among Lochner and the Client, Lochner and other consultants retained by the Client, and Lochner and other consultants that Lochner may have retained for the Project. All communications between Lochner and the Owner shall be through the Client unless the Client authorizes otherwise.

Lochner represents that it is a properly licensed engineering firm and is registered to practice its profession and to conduct business in the State of Kansas.

3. **Lochner's Scope of Services.** Lochner shall perform the services set forth in Article I of Attachment A hereto (the "Scope of Services, Time Schedule, and Compensation"). The standard of care applicable to Lochner's Scope of Services shall be the degree of skill and care normally employed by professionals engaged to perform services similar to the Services required herein at the same time and in the same geographic area as the performance of Services hereunder and on projects similar in size and scope to the Project (the "Standard of Care"). In the event a standard of care is prescribed by statute, such statutory formulation shall be the Standard of Care.

Lochner shall strive to cooperate with and to coordinate its Scope of Services with the activities of all other parties to the Project, including other consultants retained by the Client or the Owner.

4. **Schedule.** Lochner shall perform its Services within a timeframe mutually agreed to by Lochner and the Client as defined in Article II of Attachment A.

5. **Lochner's Additional Services.** If the Client requests Lochner to perform Services that Lochner believes to be in addition to the Scope of Services ("Additional Services"), and for which Lochner believes it is entitled to additional time or additional compensation, Lochner shall submit a Claim in accordance with Section 15 hereof.

6. **Compensation for Lochner's Scope of Services.** Subject to paragraph 8, the Client shall compensate Lochner for Lochner's Scope of Services as defined in Article III of Attachment A.

7. **Payment for Lochner's Additional Services.** Subject to Paragraph 8, the Client shall compensate Lochner for Additional Services in accordance with a negotiated fee mutually agreeable to Lochner and the Client.

8. **General Payment Provisions.** For Lochner's Scope of Services and Lochner's Additional Services, Lochner shall send invoices to the Client at monthly intervals. Payment will be made to Lochner for invoiced Services not more than 30 days following submittal of invoice to the Client.

9. **Correction of Lochner's Work.** Lochner shall correct any Services that fail to conform to the Standard of Care set forth in Paragraph 4 of this Agreement at Lochner's own expense.

10. **Termination by Lochner.** Lochner may terminate this Agreement upon written notice if the Client breaches any term of this Agreement. The Client may terminate this Agreement upon seven (7) days written notice without cause for the Client's own convenience. If this Agreement is terminated by Lochner for the Client's breach, the Client shall be liable to Lochner for all costs and expenses that Lochner incurred prior to the termination as a result of the Client's breach. If this Agreement is terminated by the Client for its convenience, Client shall be liable to Lochner for all costs and expenses that Lochner incurred prior to the termination.

11. **Insurance.** Lochner agrees to purchase and maintain the following policies of insurance under the terms and conditions set forth below:

1. Professional Liability Insurance retroactive to the date of commencement of Lochner's services in relation to the Project with a per claim and aggregate limit in the amount of the greater of \$1.0mm. This policy shall be maintained in effect for a period of 1 year after completion of all Lochner's Scope of Services hereunder.

2. Commercial General Liability ("CGL") Insurance in the amount of \$1.0mm per occurrence, \$1.0mm aggregate limit, and \$1.0mm products and completed operations aggregate limit. In addition to the coverage provided by the Commercial General Liability Insurance, if not already included in such coverage, such insurance shall also provide coverage for personal injury, bodily injury, property damage, products-completed operations (for a minimum of 1 year after completion of work) and broad form contractual liability.

3. Comprehensive Automobile Liability ("Auto") Insurance in the amount of \$1.0mm per occurrence, and \$1.0mm aggregate limit. In addition to the coverage provided by the Comprehensive Automobile Liability Insurance, if not already included in such coverage, such insurance shall also provide coverage for personal injury, bodily injury and property damage arising out of owned, hired, leased and non-owned vehicles, automobiles, trucks and trailers.

4. Workmen's Compensation Insurance in the amount of the statutory maximum, if there is one, and if there is no statutory maximum, in the amount of \$1.0mm and Employer's Liability Insurance of at least \$1.0mm.

5. Umbrella Excess Liability Insurance in the minimum amount of \$1.0mm each occurrence, and \$1.0mm aggregate limit. The Umbrella Excess Liability Insurance shall be written on an umbrella excess basis over, and shall follow form to, the Commercial General Liability Insurance policy, the Comprehensive Automobile Liability Insurance policy, and the Employer's Liability Insurance policy. The Umbrella Excess Liability Insurance policy shall be endorsed to provide defense coverage obligations.

6. Lochner must include coverage for its subcontractors in its policies or obtain from its subcontractors equivalent insurance as required of Lochner hereunder. The provisions of Paragraph 11 of this Agreement shall apply equally to Lochner's subcontractors as they do to Lochner.

All insurance policies must be endorsed to provide that the insurance company will give the Client at least thirty (30) days written notice of cancellation or material change prior to such cancellation or modification.

Prior to commencement of Lochner's Scope of Services hereunder, Lochner shall provide the Client with certificates of insurance evidencing the requirements set forth herein.

12. Indemnification by Lochner. Lochner agrees to indemnify the Client and its officers, directors, members, managers, and employees and assigns (the "Indemnitees") from and against liability, claims, damages, losses and expenses (including, but not limited to, reasonable attorneys' fees, expert witness costs, other litigation costs, judgments, settlements and economic losses to the extent caused by negligent performance of any Services or duties under this Agreement by Lochner, its subcontractors, or sub-subcontractors, provided, however, that in the event of a Loss arising out of damages to persons or property, the foregoing obligation (1) shall not require Lochner to indemnify any Indemnitee for Losses other than to the extent caused by the act, omission or default of Lochner, its contractors, subcontractors, or sub-subcontractors, where such is prohibited by law, and (2) shall not require Lochner to indemnify any Indemnitee for Losses caused in whole or in part by any act, omission, or default of the Indemnitee. If the obligation to indemnify set forth in this Section is broader than that allowed by applicable law, this Section should be interpreted as providing the broadest indemnification obligation permitted and should be limited only to the extent necessary to comply with that law.

Lochner shall reimburse the Client for its reasonable attorneys' fees, expert witness costs and other litigation costs to enforce this Section 12. Section 12 shall survive the termination or full performance of this Agreement by either or both Lochner and/or the Client. Section 12 is to be read separately and independently of Section 11 and the additional insured obligations therein contained.

13. Waiver of Immunity. In claims against any person or entity indemnified under Section 15 by an employee of Lochner, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable (a "Claimant"), the indemnification obligation under Section 15 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Claimant's employer under workers' compensation acts, disability benefit acts or other employee benefit acts.

14. Ownership of Documents. If the Agreement requires that any of the Client's documents, drawings, plans, specifications or other work product are, or shall become, the property of another person, Lochner shall, at the Client's request, assign all rights of ownership of any like document prepared by Lochner to the same person.

15. Claims. Lochner shall make any claim for additional time or additional money or otherwise, regardless of the reason therefore (the "Claim") within ten days of Lochner's knowledge of the circumstances giving rise to the Claim. Lochner shall continue diligent, timely and proper performance of its Services despite any pending Claim, and the fact that a Claim is pending shall not be grounds for Lochner to suspend or cease performance of its Services.

Claims arising under this Agreement shall be decided in the state or federal courts located in Kansas.

16. Confidentiality. Lochner acknowledges, that as part of the Lochner's relationship with the Client, it will have access to information that is not publicly available ("Confidential Information"). Lochner agrees that it will maintain strict confidentiality with respect to such Confidential Information and

will not, directly or indirectly, disseminate it or use it for any purpose unrelated to Lochner's obligations under this Agreement. Lochner shall not, without the prior written consent of the Client, make any public statement, announcement or release concerning the Project or the Confidential Information to trade publications, the press, or any other individual, corporation, partnership, or entity except as may be necessary to comply with the requirements of any applicable law, governmental order or regulation. In the event Lochner believes it is required to disclose any Confidential Information in order to comply with any applicable law, governmental order or regulation, Lochner shall promptly notify the Client of same with sufficient time to allow the Client to object or otherwise take actions to prevent the disclosure of such Confidential Information.

17. Quality Control/Quality Assurance. Lochner shall perform Quality Control/Quality Assurance (QC/QA) commensurate with the Standard of Care throughout the provision of all Services by Lochner pursuant to the terms of this Agreement.

18. Miscellaneous Provisions.

1. Assignment. Lochner shall not assign this Agreement or the benefits arising therefrom without the prior written consent of the Client.

2. Integration. This Agreement represents the entire and integrated Agreement between Lochner and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

3. Third Parties. There are no third party beneficiaries to this Agreement other than as expressly indicated in Paragraph 11 (Insurance) and Paragraph 12 (Indemnity).

4. Mutually Negotiated. The Parties acknowledge that the terms and conditions of this Agreement have been the subject of mutual negotiation, and that this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

5. Survival. Notwithstanding anything herein to the contrary, the provisions of this Agreement providing for limitation of or protection against liabilities between the Parties, shall survive termination of the Agreement and/or completion of the Scope of Services hereunder.

6. Limitation of Liability. Lochner's liability for any claim or breach of Standard of Care shall be limited to the amount of its Compensation as defined in paragraph 6.

7. Mutual Waiver of Consequential Damages. In no event shall either Party, their members, managers, affiliates, officers, directors, employees, agents, or shareholders be liable to the other Party for any incidental or consequential damages, direct or indirect, including, but not limited to, lost revenue, lost profits, financing costs, overhead, penalties, fines, liquidated damages and lost opportunities, whether incurred by a Party or by third parties to that Party may be liable, whether sounding in breach of contract, warranty, tort (including negligence), strict or statutory liability or otherwise, arising from or relating Sub consultant's services under this Agreement.

8. Notices. Unless otherwise provided herein, all notices, requests, consents, approvals, demands and other communications to be given hereunder shall be in writing and shall be deemed given upon (a) the date of delivery when hand delivered to the respective Parties as set forth below, or (b) actual receipt as evidenced by proof of delivery by a national courier service or the United States Postal Service, addressed to the respective Parties at the following addresses:

9. Electronically Produced Documents. Electronically produced documents will be submitted in data files compatible with AutoCAD Release 2020. Lochner makes no warranty as to

the compatibility of the data files beyond the above specified hardware and release or version of the stated software.

Because data stored on electronic media can deteriorate undetected or be modified without Lochner's knowledge, the electronic data files submitted to the Sponsor or other Agencies will have an acceptance period of thirty (30) days. If during that period the Sponsor or other Agencies find any errors or omissions in the files, Lochner will correct the errors or omissions as a part of the basic Agreement. Lochner will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

10. Engineer's Opinion of Probable Project Cost and Construction Cost. Since Lochner has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, Lochner's opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of Lochner's experience and qualifications and represent its best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Lochner cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by Lochner. However, Lochner represents that it will use reasonable engineering care and judgment commonly exercised by an engineer in the same or similar circumstances in making and transmitting such cost estimates to the Client.

11. Force Majeure. Any delay or failure of Lochner in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, war, riot, strike, fire, storm, flood, windstorm, discovery or uncovering of hazardous or toxic materials or causes beyond the reasonable control of Lochner, provided that prompt written notice of such delay or suspension be given by Lochner to the Client. Upon receipt of said notice, if necessary, the time for performing shall be extended for a period of time reasonably necessary to overcome the effect of such delays and Lochner shall be reimbursed for the cost of such delays.

12. Client's Responsibilities.

- 1) Arrange for access to and make all provisions for Lochner to enter upon public and private property as required for it to perform his/her services.
- 2) Assist in approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
- 3) Designate in writing a person to act as Client representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Sponsor policies and decisions.
- 4) Give prompt written notice to Lochner whenever Client observes or knows of any development that affects the scope or timing of Lochner's services.
- 5) Pay publishing cost for advertisements of notices, public hearings, request for bids, and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities; and shall secure the necessary land, easements and rights-of-way required for the project.
- 6) Available information relating to environmental conditions at the property, including any permits, clearances, investigations, and remediation required

for federal, state, and local agencies identified by environmental consultants
for the Sponsor in currently available reports.

13. Mandatory Federal Contract Provisions. (None)

Notice to Lochner:

Matthew J. Jacobs, PE
Vice President, Aviation
H. W. Lochner, Inc.
16105 W. 113th Street, Suite 107
Lenexa, KS 66219

Notice to Client:

Dean Grant
Director of Public Works
1220 Hatcher
Emporia, KS 66801

H.W. LOCHNER, INC.

CITY OF EMPORIA, KANSAS

By: Matthew J. Jacobs

By: _____

Title: Vice President, Aviation

Title: _____

Date: 08/09/2021

Date: _____

ARTICLE I SCOPE OF SERVICES

WHEREAS, the Owner has agreed to employ the Consultant to provide the engineering services required for performing topographical and aeronautical surveys, and for preparing designs, construction plans, contract documents/technical specifications, tabulation of construction quantities, engineer's opinion of probable construction cost and project budget. The Consultant shall also assist the Owner with bidding and administrative services. The Owner may enter into a separate agreement for the additional services for providing construction administration and construction observation services for the proposed Project upon completion of the Design Phase services and issuance of a KDOT KAIP grant for construction phase.

All services will be performed in accordance with good engineering practice and applicable published design criteria of the FAA, primarily FAA Advisory Circulars and Central Region Guidance publications.

- AC 150/5300-13A *"Airport Design"*
- AC 150/5300-16B *"General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey"*
- AC 150/5300-17C *"Standards for Using Remote Sensing Technologies in Airport Surveys"*
- AC 150/5300-18B *"General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards"*
- AC 150/5340-30J *"Design and Installation Details for Airport Visual Aids"*
- AC 150/5370-2G *"Operational Safety on Airports During Construction"*
- AC 150/5370-10H *"Standards for Specifying Construction of Airports"*

The following is a detailed description of the specific engineering services that are a duty of this Agreement.

A. BASIC SERVICES

1. Preliminary Phase

- a. Coordination with the Sponsor and KDOT regarding Project scope, schedule, and budget.
- b. Prepare topographical survey and aeronautical survey services Scopes of Services and subconsultant Agreements.
- c. Conduct site visit to acquire information related to proposed improvements.

2. Design Phase – CSPP Report

- a. Prepare Preliminary Construction Safety and Phasing Plan (CSPP) Report: The CSPP report will be prepared in accordance with the guidelines included in Chapter 2, "Construction Safety and Phasing Plans" and Chapter 3, "Guidelines for Writing a CSPP" of AC 150/5370-2G. The CSPP document will also include the Phasing Plans prepared for the Project that are applicable to all phases of construction.

Submit Preliminary CSPP to the Sponsor and KDOT for review and comment. PDF copies will be submitted electronically with hard copies provided upon request.

- b. Finalize CSPP Report with consideration of preliminary (90%) review comments and submit Final CSPP Report to the Sponsor and KDOT for final approval and authorization to advertise. PDF copies will be submitted electronically with hard copies provided upon request. Final report will be submitted with final Construction Plans and Contract Documents/Technical Specifications.
3. Design Phase – Plans and Specifications
- a. Prepare Construction Plans and Contract Documents/Technical Specifications for the Project.
 - 1) Prepare Construction Plans for the Project. The Construction Plans will generally include the following:
 - Title Sheet
 - General Layout Plan
 - General Notes and Summary of Quantities
 - Construction Phasing Plan
 - Construction Safety Plan and Details
 - Typical Section
 - Demolition Plan
 - Runway 1 Extension and Safety Area Plan and Profile
 - Grading Plans and Erosion Control
 - Drainage and Erosion Control Details
 - Pavement Marking Plan and Details
 - Runway Edge Lighting Plan
 - Runway 1 REIL Relocation Plan and Details
 - Electrical Details
 - Cross Sections
 - 2) Prepare Contract Documents/Technical Specifications that are in accordance with FAA criteria and satisfy project specific needs. The specifications shall be developed using FAA Advisory Circular 150/5370-10H and “Regional Modifications to Standards”.
 - 3) Prepare engineer's opinion of probable construction cost and Project budget.
 - 4) Submit preliminary (90% completion) Construction Plans, Contract Documents/Technical Specifications, engineer's opinion of probable construction cost, and Project budget to the Owner and KDOT for review and comment. PDF copies will be submitted electronically with hard copies provided upon request.
 - 5) Finalize Construction Plans and Contract Documents/Technical Specifications with consideration of preliminary review comments.
 - 6) Submit Final Construction Plans and Contract Documents/Technical Specifications along with Final CSPP Report to the Owner and the FAA for final approval and authorization to advertise. PDF copies will be submitted electronically with hard copies provided upon request.

4. Bidding Phase

- a. Assist the Owner with advertisement for bids. The Consultant shall prepare the advertisement and send the "Notice to Bidders" to prospective Contractors. (The Owner shall place the advertisement in the appropriate media.)
- b. Print and distribute Construction Plans and Contract Documents/Technical Specifications to plan holding houses and prospective Bidders.
- c. Answer questions, clarify points, and issue addenda as necessary pertaining to the Construction Plans and Contract Documents/Technical Specifications during the Bidding Phase.
- d. Coordinate and conduct a prebid conference for this Project at the Emporia Municipal Airport.
- e. Prepare and issue addendums during the Bidding Phase as required.
- f. The Consultant will attend the bid opening in Emporia, KS and assist the Owner with one (1) receipt of bids.
- g. Tabulate and analyze bid results, prepare Project budget, review Contractor's qualifications, and make recommendation of contract award.

B. SPECIAL SERVICES

1. Administrative Assistance

- a. Prepare and submit FAA Form 7460 for project limits identified in the CSPP.
- b. Assist the Owner in preparation of design grant reimbursement request forms.
- c. Assist the Owner in preparation of KDOT KAIP Grant Application for estimated construction and construction services costs associated with the Project.

2. Field Survey – Engineering Design

- a. Perform field surveys as required. The survey area as depicted on the attached Exhibit A will consist of the following:
 - 1) Coordinate access to the project site with the Owner.
 - 2) Reference existing horizontal control points for use during the survey and construction that were previously established at the ends of the runway as part of the Runway 1-19 edge lighting replacement project; i.e. CPs #1 and #2.
 - 3) Establish new horizontal control point as shown on attached exhibit for use during the survey and construction; i.e. CP #3. The horizontal control point shall be established on NAD 83 or better control and shall be set in-line with CPs #1 and #2 and located 100 ft. from existing CP #1.
 - 4) Reference vertical control previously established at the site based upon U.S.G.S. NAVD 88 datum.

- 5) Obtain pavement and ground elevations and topography within the depicted survey limits. Survey will contain elevations at the Runway 1 end, runway centerline, and edges of runway and taxiway pavements and also include ground shots and determination of tree heights within the area depicted in the attached Exhibit A. Survey will also include location and elevation/approximate depth of existing utilities and other existing features within the survey limits and shall include:
 - (1) Spot elevations
 - a. Earth – to nearest 0.10 ft.
 - b. Pavement – to nearest 0.01 ft.
 - (2) Visual and Underground Utilities within the Survey Limits – water, gas, electric, telephone, etc.
 - a. Type, size, approximate depth, and location
 - b. Manholes, handholes, meter pits, catch basins, inlets
 - i. Size and location
 - ii. Top and invert elevations
 - (3) Fence – location, height, and gate sizes
 - (4) Culverts – size, length, material, invert elevations
 - (5) Trees – location of individual and clusters of trees and ground and top elevations of individual trees or tallest trees within the cluster
 - (6) Limits of standing bodies of water
 - (7) Golf course features consisting of cart paths and boundaries of fairways, sand bunkers, tee boxes, and putting greens
 - (8) Airport Features – lights, guidance signs, ducts, handholes, junction boxes, runway end identifier lights (REILs), etc.

3. Permitting/SWPPP

- a. Prepare Storm Water Pollution Prevention Plan (SWPPP) for the construction project to be retained on site. The purpose of the SWPPP is to ensure the design, implementation, management, and maintenance of Best Management Practices (BMPs) in order to reduce the amount of sediment and other pollutants in storm water discharges associated with the land disturbance activities comply with the Kansas Department of Health and Environment (KDHE) Standards, and ensure compliance with the terms and conditions of the general permit.
- b. Assist the Sponsor in preparation of Notice of Intent land disturbance permit for submittal to KDHE.

4. Complete AGIS Aeronautical Survey

- a. See Attachment B prepared by Martinez Geospatial, Inc.

C. CONSTRUCTION SERVICES

1. The Scope of Services required for construction administration, construction observation, and materials acceptance testing for the Project may be added by separate Agreement.

ARTICLE II TIME SCHEDULE

The Consultant agrees to proceed with the services immediately upon receipt of a written Notice to Proceed (NTP) by the Owner, and to employ such personnel as required to complete the Scope of Services in accordance with the following time schedule:

SCHEDULED PERFORMANCE IN CALENDAR DAYS

A. BASIC SERVICES

1. Preliminary Phase..... As Required
2. Design Phase – CSPP Report
 - a. Submit Preliminary CSPP Report..... 60 Calendar Days After
Receipt of NTP
 - b. Submit Final CSPP Report 30 Calendar Days After
Receipt of Review Comments for Item A.3.a.4)
3. Design Phase – Plans and Specifications
 - a.4) Submit Preliminary Plans and Specifications 90 Calendar Days After
Receipt of NTP
 - a.6) Submit Final Plans and Specifications 30 Calendar Days After
Receipt of Review Comments for Item A.3.a.4)
4. Bidding Phase As Required Contingent on Receipt of
KAIP Grant for Construction Phase

B. SPECIAL SERVICES

1. Administrative Assistance As Required
2. Field Survey – Engineering Design..... 30 Calendar Days After
Receipt of Notice to Proceed
3. Permitting / SWPPP As Required
4. Complete AGIS Aeronautical Survey As Required

C. CONSTRUCTION SERVICES

1. Construction Services..... May be Added by Separate Agreement

The schedule presented above does not include review time by the Owner, KDOT or other interested agencies.

ARTICLE III COMPENSATION

The Owner agrees to compensate the Consultant for performing engineering services as described herein on the following basis:

COMPENSATION SCHEDULE

A. BASIC SERVICES

1. Preliminary Phase..... \$10,500.00 Lump Sum
2. Design Phase – CSPP Report \$ 8,000.00 Lump Sum

3. Design Phase – Plans and Specifications	\$39,600.00 Lump Sum
4. Bidding Phase.....	\$ 7,600.00 Lump Sum
Subtotal Basic Services	\$65,700.00 Lump Sum

B. SPECIAL SERVICES

1. Administrative Assistance	\$ 4,200.00 Lump Sum
2. Field Survey – Engineering Design.....	\$14,700.00 Lump Sum
3. Permitting / SWPPP	\$ 2,200.00 Lump Sum
4. Complete AGIS Aeronautical Survey	\$67,000.00 Lump Sum
Subtotal Special Services	\$88,100.00 Lump Sum
Total Basic and Special Services	\$153,800.00 Lump Sum

C. CONSTRUCTION SERVICES

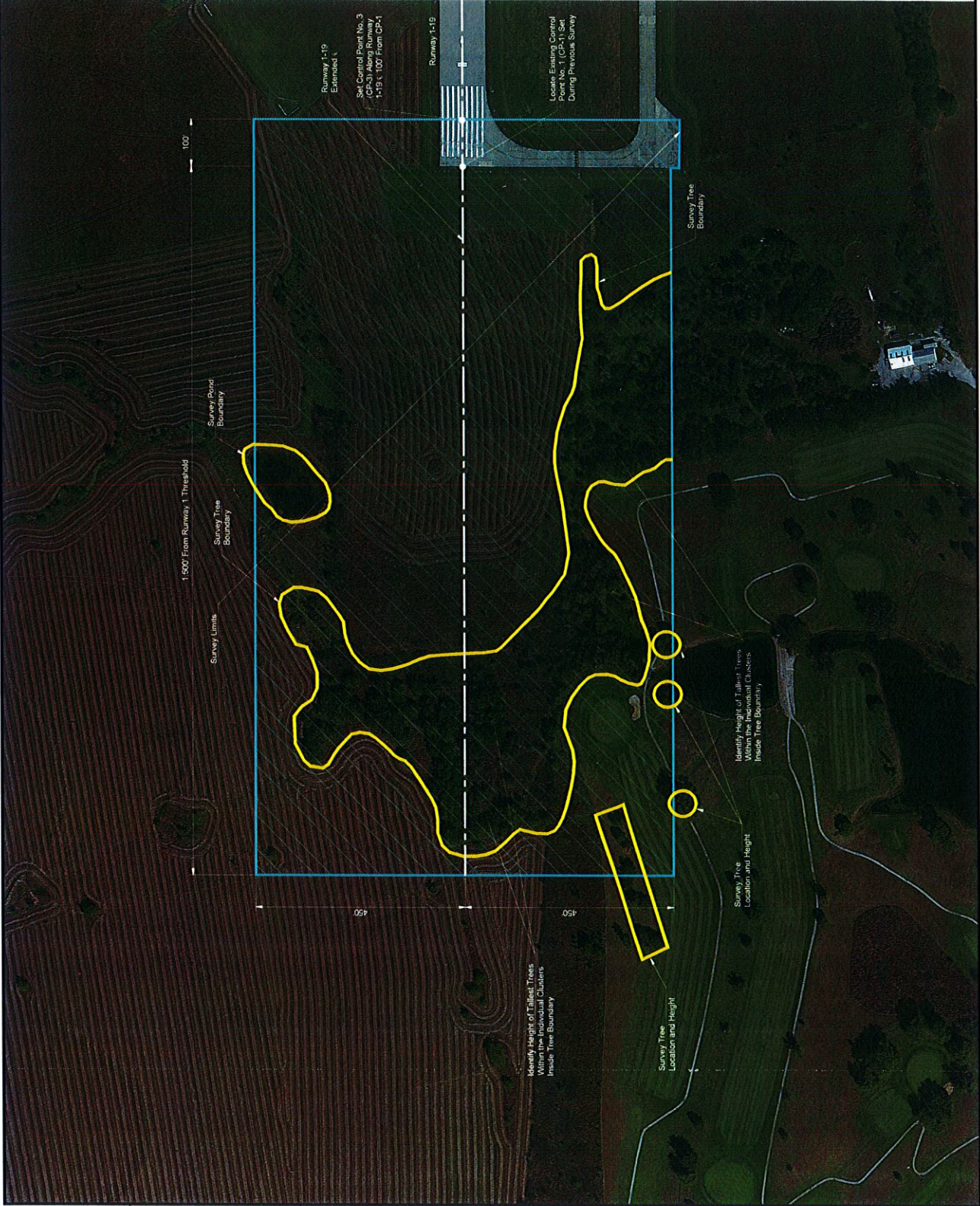
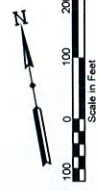
1. Construction Services..... May be Added by Separate Agreement

The Consultant shall not proceed with the services described herein until written authorization in the form of a Notice to Proceed is received from the Owner.

For Item A. Basic Services, and Item B. Special Services, partial payment shall be made to the Consultant for those portions of the services completed. The Consultant shall submit to the Owner a monthly statement showing an estimate of completion, and the portion of compensation requested for each element and phase of the services. The request for partial payments will not be in excess of the value of the services completed at the time the statement is rendered.

LEGEND

Survey Limits



PROJECT SUMMARY

CLIENT	Lochner
CLIENT CONTACT	Sadie Robb
CLIENT ADDRESS	16105 W. 113 th Street, Suite 107 Lenexa, Kansas 66219
PROJECT LOCATION	Emporia Municipal Airport (EMP)

Martinez Geospatial, Inc. (MTZ) will provide **Lochner** with Field-Survey, Photogrammetry and Airports-GIS services in support of a **Runway Construction Project** at **Emporia Municipal Airport (EMP)**.

This scope includes tasks required to comply with FAA Airports-GIS program standards. All safety-critical survey and photogrammetry work will be accomplished in accordance with the following Advisory Circulars:

AC-150/5300-16B (16B)
AC-150/5300-17C (17C)
AC-150/5300-18B (18B)

The FAA Airports-GIS objective for this project is to collect and submit *Safety-Critical* data for the **Runway 1/19 post-construction condition**.

MTZ will fulfill the data collection, formatting, and delivery requirements of the FAA Airports-GIS program. In general, MTZ's approach to fulfilling the GIS requirements will be accomplishing those required tasks as outlined in **Table 2-1 (Survey Requirements Matrix)** of **18B, Column "Instrument Procedure Development."**

PROJECT SPECIFICATIONS

STATE	KANSAS
COUNTY	LYON
PROJECT TYPE	AVIATION (AIRPORTS-GIS INCLUDED)
COORDINATE SYSTEM	KANSAS STATE PLANE - SOUTH ZONE
HORIZONTAL DATUM	NAD83
VERTICAL DATUM	NAVD88 (GEOID18)
FIELD-SURVEY PROVIDED BY	MARTINEZ GEOSPATIAL
ORTHO RES & PHOTO FORMAT	0.5' GSD, TIF & SID FORMAT

PROJECT AREA DEFINITION

The total project area consists of:

Airports-GIS Airport Airspace Analysis Limits - Horizontal Limits of the applicable Obstruction Identification Surfaces (OIS), for Runway 1/19, as defined in AC-150/5300-18B.

PROJECT TASKS

Project Planning/Project Management/FAA Airports-GIS Coordination/Field-Survey Coordination

MTZ will develop, submit, and gain approval of the "Statement of Work" for the project through the ADO and FAA Airports-GIS. MTZ will also assemble, submit, and gain approval of AP Acquisition Report through FAA Airports-GIS. MTZ will complete all necessary FAA Report information/documentation related to field-survey, including methodologies and equipment specifications. MTZ management will coordinate with EMP Airport Operations regarding airfield access and all onsite escorting/security/safety matters.

Aerial Imagery Acquisition

New color aerial imagery will be captured for all areas outlined in the **PROJECT AREA DEFINITION** section of this scope utilizing a digital photogrammetric camera. The aerial imagery acquisition flight mission will be executed in accordance with all guidelines and specifications within FAA AC 150/5300-17C.

The aerial imagery acquisition flight mission will consist of a single "block" of imagery, as specified below:

IMAGERY RESOLUTION	PURPOSE/USE
10cm	The coverage limit for this imagery is the horizontal extents of AGIS Airport Airspace Analysis Area . This imagery will be utilized for obstruction surveys/airspace data collection and analysis. This imagery will also be utilized for generation of ortho-photography.

Upon completion of the flight mission, the imagery will be reviewed through in-house Quality Assurance procedures for photogrammetric acceptability and compliance with AC 150/5300-17C requirements.

Geodetic Control / Validate PACS & SACS (Field-Survey)

There are one PACS monument and two SACS monuments published by NGS for the airport. This project will validate/utilize these monuments to serve as the project tie to the National Spatial Reference System (NSRS). If the existing PACS/SACS monuments are determined to be damaged or the validation is unsuccessful the surveyors will establish temporary geodetic control points, as required. Geodetic data will be tied to the NSRS using the latest published adjustment (2011).

Following are the specific PACS & SACS locations to be used:

Station Type	Designation	PID	Horizontal Datum	Vertical Datum	GEOID
PACS	EMP A	AH5750	NAD83(2011)	NAVD88	GEOID18
SACS	EMP B	AH5751	NAD83(2011)	NAVD88	GEOID18
SACS	EMP C	AH5752	NAD83(2011)	NAVD88	GEOID18

Survey Imagery Photo Control (Field-Survey)

A combination of photo-identifiable control points and artificial targets will be selected/set and surveyed for use as ground control for aero-triangulation of the new aerial imagery. Imagery control points will be spread throughout the aerial imagery project-area in a geometric pattern conducive to favorable aerotriangulation results. Each imagery control point will be surveyed using RTK survey methods. Imagery Control will be set, surveyed (properly tied to NSRS), and documented in accordance with AC-150/5300-17C and FAA Airports-GIS requirements. Ground Control data and documentation will be submitted to FAA Airports-GIS along with the Aerial Photography Acquisition Report. It is anticipated that 22 Imagery Control Points will be required. Per FAA requirements, in addition to the imagery control points, an additional 5 Independent Checkpoints will be surveyed and processed through NGS OPUS.

Aero Triangulation

The newly acquired digital aerial imagery will be imported onto a digital photogrammetric workstation where it will be oriented with field-surveyed ground control. This procedure will establish both horizontal and vertical control for orienting individual photogrammetric models. This orientation will be accomplished using Soft Copy Aerial Triangulation methods.

Create Digital Ortho Imagery

Digital orthophotos will be produced to meet the needs of LOCHNER and the Airport as well as to comply with the requirements of the FAA Airports-GIS program and AC 150/5300-17C. One set of orthophotos will be produced. Orthophotos will cover the following defined areas and meet the following specifications:

RESOLUTION	COVERAGE LIMIT
0.50' GSD	See Exhibit

Runway Surveys (Field-Survey)

Field Surveyors will accomplish survey of both runways at EMP (1/19 & 6/24); survey tasks will include survey of runway-end-points/thresholds and runway-profiles. For each runway-end-point/threshold a monument will be set, surveyed, and documented in accordance with AC-150/5300-18B. Runway-centerline profiles will be surveyed utilizing mobile-RTK methodology; final profile data will be reduced to

50-foot stations for FAA submission. Runway survey data will be utilized for the Airport Airspace Analysis/Obstruction Surveys task. Furthermore, MTZ will identify Airport Reference Point, Airport Elevation, High & Low Elevations of each Runway, and Touchdown Zone Elevations for each runway utilizing the newly surveyed Runway Data. Runway survey data will also be properly formatted by MTZ and reported in the FAA Airports-GIS deliverable.

NAVAID Surveys (Field-Survey)

Surveyors will accomplish field-survey of NAVAIDs serving the EMP airport. Each NAVAID will be surveyed and documented in accordance with AC-150/5300-18B. NAVAID survey data will be properly formatted by MTZ and reported in both the FAA Airports-GIS deliverable and the CAD base-map deliverable. The NAVAID Survey will include the following:

<i>Airport Beacon</i>	<i>1 PAPI</i>	<i>1 REILs</i>
<i>19 PAPI</i>	<i>19 REILs</i>	<i>EMP VORTAC</i>
<i>ASOS</i>		

Airport Airspace Analysis/Obstruction Surveys

18B/AGIS

Airport Airspace Analysis data collection will be completed for the new Runway 1/19 post-construction condition. Obstacle data collection/submission will be accomplished in accordance with all relevant sections of AC-150/5300-18B, Section 2.7.1 and the FAA Airport Airspace Analysis Checklist. Airport Airspace Analysis will be accomplished to the following standards:

RUNWAY	AGIS ANALYSIS TYPE
1/19	Runways-With-Vertical-Guidance

Formatting of final reported 18B/AGIS obstacles will adhere to the specifications of AC 150/5300-18B, Chapter 5 *Airport Data Features*.

Data Edit and GIS Formatting

All safety-critical data will be edited and formatted in the appropriate AGIS format. In terms of GIS-attributes, MTZ will be responsible for populating all geospatial-related and/or critical attributes required for upload. The Final AGIS Shapefiles will include the following:

Safety-Critical Dataset

- Airport Airspace Analysis Data (Obstacles)
- Runway Data
- NAVAID Data
- Geodetic Control Data

Final GIS data will meet the following specifications:

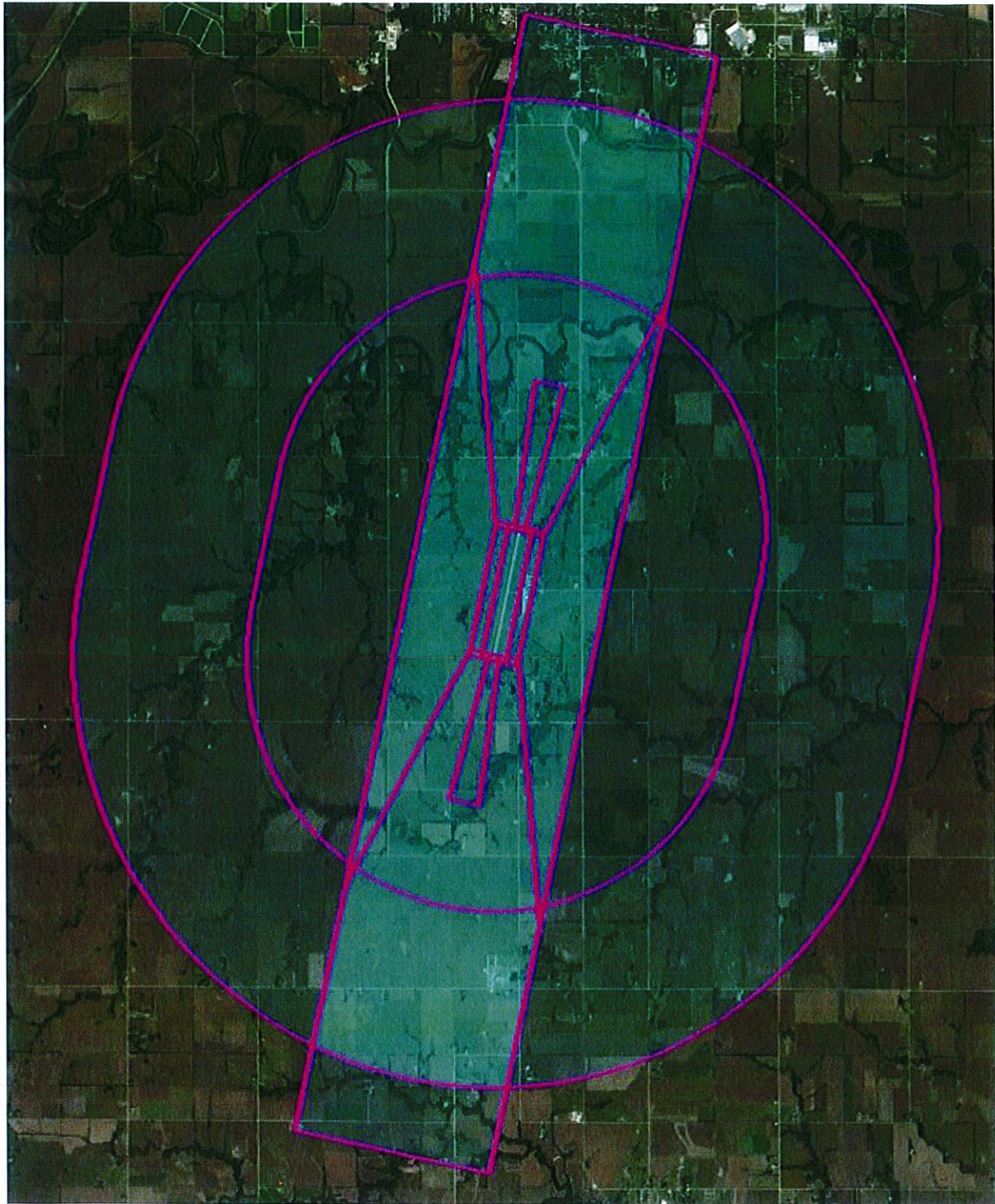
GIS DATA-MODEL UTILIZED	FAA Airports-GIS (AC 150/5300-18B, Chapter 5)
GIS DELIVERY FORMAT	ArcGIS Shapefile

Airports-GIS Data Submission and Final Reporting

All collected safety-critical data will be formatted into compliant Airports-GIS format and prepared for submission. Prior to submission, the survey-files will be tested using the FAA's survey-file-test tool in order to ensure acceptability. A "Final Report" will be generated in accordance with Advisory Circular 150/5300-18B and submitted with the final project file. MTZ will coordinate with LOCHNER prior to uploading the final submission to AGIS. Following submission, MTZ will periodically follow up with LOCHNER until the final submission receives approval by NGS. Project close-out will also consist of ensuring receipt and acceptance of the obstruction survey and digital mapping data by LOCHNER, the FAA and NGS.

DELIVERABLE SUMMARY
1) Statement of Work Report (for FAA Airports-GIS approval)
2) Aerial Photography Acquisition Report (for FAA Airports-GIS approval)
3) Digital Ortho Imagery of Specified Coverage Limit (0.50' Resolution)
4) Comprehensive FAA Airports-GIS Deliverable, consisting of: A) Airport Airspace Analysis Data B) Runway Data C) NAVAID Data D) Geodetic Control Data
5) Airfield Planimetric/Topographic Mapping (Not For FAA Airports-GIS Submission)

Airports-GIS Airspace Analysis



Magenta Polygons - 18B/Airports-GIS Obstruction Identification Surfaces
Cyan Shaded Area - 0.50' GSD Ortho Imagery Coverage



MTZ | Martinez Geospatial
2915 Waters Road Suite 100
Eagan, Minnesota 55121
Tel: 651.686.8424 Fax: 651.686.8389



DERIVATION OF CONSULTANT PROJECT COSTS

EXTEND RUNWAY 1-19 TO 5,050'
REMOVE OBSTRUCTIONS TO RUNWAY 1 APPROACH AND OBJECT FREE AREA
COMPLETE AGIS AERONAUTICAL SURVEY

KDOT PROJECT NO. AV-2022-06 (DESIGN)
EMPORIA MUNICIPAL AIRPORT (EMP)
EMPORIA, KANSAS

BASIC AND SPECIAL SERVICES

August 9, 2021

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	2	\$65.00	\$ 130.00
Project Manager	88	\$60.00	\$ 5,280.00
Design Engineer II	95	\$45.00	\$ 4,275.00
Design Engineer I	243	\$38.00	\$ 9,234.00
Senior Electrical Engineer	8	\$52.00	\$ 416.00
Environmental Scientist	12	\$40.00	\$ 480.00
Technician	157	\$30.00	\$ 4,710.00
Administrative Asst.	45	\$25.00	\$ 1,125.00

Total Direct Salary Costs = \$ 25,650.00

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD

Percentage of Direct Salary Costs @ 155.11% = \$ 39,785.72

3. SUBTOTAL:

Items 1 and 2 = \$ 65,435.72

4. PROFIT:

15% of Item 3 Subtotal = \$ 9,815.34

Subtotal of Items 3 and 4 \$ 75,251.06

5. OUT-OF-POCKET EXPENSES:

a. Mileage 600 miles @ \$0.560/mile = \$ 336.00
b. Meals 2 @ \$55.00/day = \$ 110.00
c. Motel 0 days @ \$96.00/day = \$ -
d. Mailing & Misc. Expenses = \$ 305.94

Total Out-of-Pocket Expenses = \$ 751.94

6. SUBCONTRACT COST:

a. Geotech, Inc. (Topo. Survey) \$ 13,300.00
b. Martinez Geospatial, Inc. (AGIS Aeronautical Survey) \$ 64,497.00

7. TOTAL FEE:

Items 4, 5 and 6 \$ 153,800.00

ENGINEERING BASIC AND SPECIAL SERVICES - COST BREAKDOWN
EXTEND RUNWAY 1-19 TO 5,050'
REMOVE OBSTRUCTIONS TO RUNWAY 1 APPROACH AND OBJECT FREE AREA
COMPLETE AGIS AERONAUTICAL SURVEY

EMPORIA MUNICIPAL AIRPORT (EMP)
EMPORIA, KANSAS
August 9, 2021

Classification:	Principal	Project Manager	Design Engineer II	Design Engineer I	Senior Elec. Engineer	Environmental Scientist	Technician	Admin. Assistant	Other Costs
Hourly Rate:	\$190.69	\$176.03	\$132.02	\$111.48	\$152.56	\$117.35	\$88.01	\$73.34	
A. BASIC SERVICES									
1. Preliminary Phase:									
Labor Subtotal =	2	36	22	0	0	0	2	7	(1,2)
Expense Subtotal =	\$381.39	\$6,336.93	\$2,904.43	\$0.00	\$0.00	\$0.00	\$176.03	\$513.41	\$ 187.82
Subconsultant Subtotal =	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Fee = \$ 10,500.00									
2. Design Phase - CSPP Report:									
Labor Subtotal =	0	5	10	34	0	0	17	6	(2)
Expense Subtotal =	\$0.00	\$880.13	\$1,320.19	\$3,790.42	\$0.00	\$0.00	\$1,496.22	\$440.06	\$ 72.97
Subconsultant Subtotal =	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Fee = \$ 8,000.00									
3. Design Phase - Plans and Specs:									
Labor Subtotal =	0	15	37	172	6	0	126	12	(2)
Expense Subtotal =	\$0.00	\$2,640.39	\$4,884.72	\$19,175.09	\$915.33	\$0.00	\$11,089.63	\$880.13	\$ 14.71
Subconsultant Subtotal =	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Fee = \$ 39,600.00									
4. Bidding Phase:									
Labor Subtotal =	0	19	10	17	2	0	0	6	(1,2)
Expense Subtotal =	\$0.00	\$3,344.49	\$1,320.19	\$1,895.21	\$305.11	\$0.00	\$0.00	\$440.06	\$ 294.93
Subconsultant Subtotal =	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Fee = \$ 7,600.00									
PART A SUBTOTAL = \$ 65,700.00									
B. SPECIAL SERVICES									
1. Administrative Assistance:									
Labor Subtotal =	0	9	8	4	0	0	4	10	(2)
Expense Subtotal =	\$0.00	\$1,584.23	\$1,056.16	\$445.93	\$0.00	\$0.00	\$352.05	\$733.44	\$ 28.19
Subconsultant Subtotal =	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Fee = \$ 4,200.00									
2. Field Survey - Engineering Design:									
Labor Subtotal =	0	0	4	4	0	0	4	0	(2,3)
Expense Subtotal =	\$0.00	\$0.00	\$528.08	\$445.93	\$0.00	\$0.00	\$352.05	\$0.00	\$ 73.94
Subconsultant Subtotal =	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,300.00
Total Fee = \$ 14,700.00									
3. Permitting / SWPPP:									
Labor Subtotal =	0	0	0	4	0	12	0	4	(2)
Expense Subtotal =	\$0.00	\$0.00	\$0.00	\$445.93	\$0.00	\$1,408.21	\$0.00	\$293.38	\$ 52.48
Subconsultant Subtotal =	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Fee = \$ 2,200.00									
4. Complete AGIS Aeronautical Survey:									
Labor Subtotal =	0	4	4	8	0	0	4	0	(2,3)
Expense Subtotal =	\$0.00	\$704.10	\$528.08	\$891.86	\$0.00	\$0.00	\$352.05	\$0.00	\$ 26.90
Subconsultant Subtotal =	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64,487.00
Total Fee = \$ 67,000.00									
PART B SUBTOTAL = \$ 88,100.00									
GRAND TOTAL = \$ 153,800.00									

- (1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Vendor Services

AGENDA ITEM SUMMARY

MEETING DATE: August 18, 2021

ITEM NUMBER: 7

SUBJECT: Consider Bids for sale of vacant lots at 902 Neosho St. and 1626 LaSalle St.

RECOMMENDATION: Approve Bids

BACKGROUND SUMMARY:

Interest has been received from the public in purchasing and developing new homes on two vacant lots currently owned by the City. The lots are located at 902 Neosho St. and 1626 LaSalle St. They were acquired in 2018 and 2019 for future development. The previous grant funding used to develop homes has been exhausted, and there are no immediate plans to use the lots.

The bids include \$10,000 for 902 Neosho St., and \$8,500 for 1626 La Salle St., both from the same bidder who is an active real estate agent and housing developer in the community. The bidder states that construction of homes on both of the lots will be completed within six (6) months of purchase date as weather permits. The proceeds from the sale could be utilized for other housing activities such as demolition and development of currently dilapidated property.

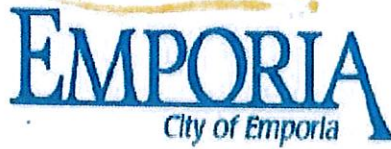
ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____



City Lots For Sale

Locations:

Bid Amount

1626 La Salle St.

50 ft. x 150 ft.; No known previous structures
Current Zoning: R-1 (low-density residential)

\$ 8,500.00

Bid Amount

902 Neosho St.

50 ft. x 130 ft.; Past structure demolished
Current Zoning: R-1 (low-density residential)

\$ 10,000.00

The City of Emporia is soliciting bids for the above properties. Preference will be given to bidders who plan to build a home on the lots. City reserves the right to reject any and all bids. Please include a description, and drawings, sketches, etc. along with a written, signed statement of development plans, length of construction, etc. Include approx. square feet of living area, no. of bedrooms, bathrooms, etc. Feel free to attach more details. Construction must begin within 12 months of sale closing (footings poured), and be complete (for one or both properties), within 12 months of issuance of a building permit. Also include number of houses you have built/developed within past three years, if this will be an owner-occupied project, and who will be doing the work. You may bid on both or just one property. Deadline: Submit SEALED bids by **1:00 p.m., Friday August 6th, 2021** to City of Emporia, ATTN: Jeff Lynch, P.O. Box 928 (521 Market in person), Emporia, KS 66801. For more info. call 620-343-4285, or email to: jlynch@emporia-kansas.gov.

I/We, Lynn A. Cunningham, hereby submit a bid in the amount(s) listed above. I/We DO/ DO NOT (circle one) propose to build a home on each property awarded, and adhere to the requirements, as well as all applicable building and zoning regulations.

Lynn A. Cunningham
Signature of Bidder

8/2/21
Date

Lynn A. Cunningham
Printed Name of Bidder

208-610-7503
Daytime Phone

Prismatic Endeavors, LLC
Business Name (if applicable)

same
Business Phone

August 2, 2021

City of Emporia
Jeff Lynch
P.O. Box 928
Emporia, KS 66801

Mr. Lynch:

Attached are my bids for 1626 La Salle St. and 902 Neosho St.

As you and the city are aware, I am the developer of Riverside Court and various other homes in the Emporia area. Riverside Court is complete and all 11 homes were built and sold within a year after the completion and approval of the infrastructure. These homes were priced from \$185k to \$281k.

I have also purchased four other lots this year:

5 S. Barbie is complete and sold for \$190k

113 S. State is complete and on the market for \$169k

1601 E. 6th, which neighbors La Salle, has a completion expected date at the end of August, with a price of \$179K and is already listed for sale as "under construction"

405 S. Exchange has been surveyed with an expected start date of August 15th

Scott Grimmer is my builder and he employs 26 people and uses local suppliers and subcontractors. He is aware of my desire to purchase both these lots and has committed to building both homes within six months of purchase date as weather permits.

We have not decided on plans for the lots yet but they will be similar to the homes we have built the past year. We will likely put a five bedroom, 3 bath finished basement home at 902 Neosho with finished square feet around 2600. The La Salle lot will likely be a three bedroom two bath home over 1000 square feet.

I am also enclosing my proof of funds for the purchase and the MLS sheets for the 12 homes that have been built and sold within the last year and the two that are on the market now.

Thank you for your consideration and I look forward to hopefully building a couple more much needed homes in Emporia.

Sincerely,



Lynn A. Cunningham
Prismatic Endeavors, LLC
208-610-7503

Enc.

AGENDA ITEM SUMMARY

MEETING DATE: August 18, 2021

ITEM NUMBER: 8

SUBJECT: Approve Ordinance and Request to Annex a Parcel of land located at 600 Road 180 into the City of Emporia.

BACKGROUND SUMMARY:

Every is seeking the annexation of an approximately 20-acre parcel of land. The Planning Commission approved this request based on staff's recommendation. This annexation is not contiguous with City of Emporia and requires the Board of County Commissions approval, which it did on July 29th unanimously (3-0). This annexation will annex a portion of Road 180 into the City limits.

Under a Memo of Understanding City utilities will be available, 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 (7-0) recommended approval of the request on May 18, 2021. Attached is an ordinance authorizing this annexation upon the approval of the City Commission.

LEGAL DESCRIPTION:

LOT 1 BLOCK 1 IN WESTAR SUBDIVISION, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 10 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS, ACCORDING TO THE RECORDED PLAT THEREOF.

ALSO,

A TRACT FOR THE PURPOSE OF ROAD RIGHT OF WAY EASEMENT IN THE SOUTHEAST QUARTER OF SECTION 1, AND THE NORTHEAST QUARTER OF SECTION 12, ALL IN TOWNSHIP 19 SOUTH, RANGE 10 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS, AS DESCRIBED BY AARON C. DAVIS, PS 1368, ON MAY 11, 2021, AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE $\frac{1}{4}$;
THENCE N.01° 07' 30"W. (BASIS OF BEARINGS) ON THE EAST LINE OF SAID SE $\frac{1}{4}$ FOR 65.00 FEET;
THENCE S.89° 24' 27"W. PARALLEL WITH THE SOUTH LINE OF SAID SE $\frac{1}{4}$ FOR 65.00 TO THE POINT OF BEGINNING,
THENCE CONTINUING S.89° 24' 27"W. PARALLEL WITH SAID SOUTH LINE, AND ON THE NORTHERLY RIGHT OF WAY LINE OF ROAD 180, FOR 163.54,
THENCE S. 75° 54' 52"W. ON SAID NORTHERLY RIGHT OF WAY LINE FOR 150.00 FEET,
THENCE S.00° 35' 33"E. FOR 5.00 FEET TO A POINT 25.00 FEET NORTH OF THE SOUTH LINE OF SAID SE $\frac{1}{4}$,
THENCE S.89° 24' 27"W. ON SAID NORTHERLY RIGHT OF WAY LINE FOR 802.98 FEET;
THENCE S.00° 35' 33"E. FOR 25.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SE $\frac{1}{4}$, SAID POINT BEING 1177.99 FEET WEST OF THE SOUTHEAST CORNER OF SAID SE $\frac{1}{4}$;
THENCE S.00° 50' 50"E. FOR 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 1, WESTAR SUBDIVISION TO LYON COUNTY, KANSAS,
THENCE N.89° 24' 27"E. ON THE NORTH LINE OF SAID LOT 1 FOR 802.99 FEET; THENCE S.00° 50' 50"E. FOR 8.00 FEET;

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

AGENDA ITEM SUMMARY

THENCE N.89° 24' 27"E. ON THE NORTH LINE OF SAID LOT 1 FOR 310.00 FEET TO A POINT 65.00 FEET WEST OF THE EAST LINE OF THE NE¼ OF SAID SECTION 12;
THENCE N.00° 50' 50"W. PARALLEL WITH THE EAST LINE OF SAID NE¼ FOR 48.00 FEET TO THE NORTH LINE OF SAID NE¼;
THENCE N.01° 07' 30"W. PARALLEL WITH THE EAST LINE OF THE SE¼ OF SAID SECTION 1 FOR 65.00 FEET TO THE POINT OF BEGINNING
SAID TRACT CONTAINS 1.94 ACRES

RECOMMENDATION: Seeking approval as an extension of the City limits.

ACTION:

You may (1) approve the request by a majority vote; (2) deny the request; (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, May 18, 2021, with Chairman Thomas presiding. Members Bucklinger, Duncan, Garrett, Dewitt, Weaver, and Colson were present.

2021-15: Annexation Request for 600 Road 180 to bring the property into the City limits of Emporia.

Staff confirmed jurisdiction over this application.

No ex parte 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

http://kslegislature.org/li_2014/b2013_14/statute/012_000_0000_chapter/012_005_0000_article/012_005_0020_section/012_005_0020_k/

RECOMMENDATION:

Approve as a normal extension of the community.

ANALYSIS:

Applicants: Everyg

Requested Action: Annexation

Purpose: To bring location into the City limits

Address: 600 Road 180

Size: approximately 19 acres

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

AGENDA ITEM SUMMARY

Existing Zoning: Agricultural

Existing Land Use: Agricultural

Physical Characteristics: Undeveloped land

Comprehensive Plan: None

Public Utilities: Water and sewer will be available.

Analysis: The applicant would like to annex this property in order to expand industrial growth in the future.

City staff have discussed the requested annexation, there were no concerns noted that would prevent this request. There is a Memo of Understanding concerning the water, sewer connections and paving of Road 180. A property needs to be annexed into the City to connect to water and sewer. 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. This location does not meet the requirements so it will require County Commission approval.

State Statute 12-520:

- (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%.
- (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.
- (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.

Member Bucklinger, asked what the indented use of this location would be?

Mr. Foster noted this location has been platted and rezoned already, this annexation would allow the connection of City utilities.

No other questions for staff.

Public Comment:

JR Glenn, 818 South Kansas, Topeka.

Building a new service center at this location. Have Memo of Understanding with the Commission, as part of it, we agreed to annexation.

Opposition:

Melissa McAlester, Americus

Wanted to be sure that neighbors had the opportunity to express concerns.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

AGENDA ITEM SUMMARY

Rebuttal:

JR Glenn, express that the neighbors were notified for the past rezoning.

Motion:

Member Duncan made a motion to approval, based on staff recommendation, MOU, and letter of agreement. Member Weaver seconded.

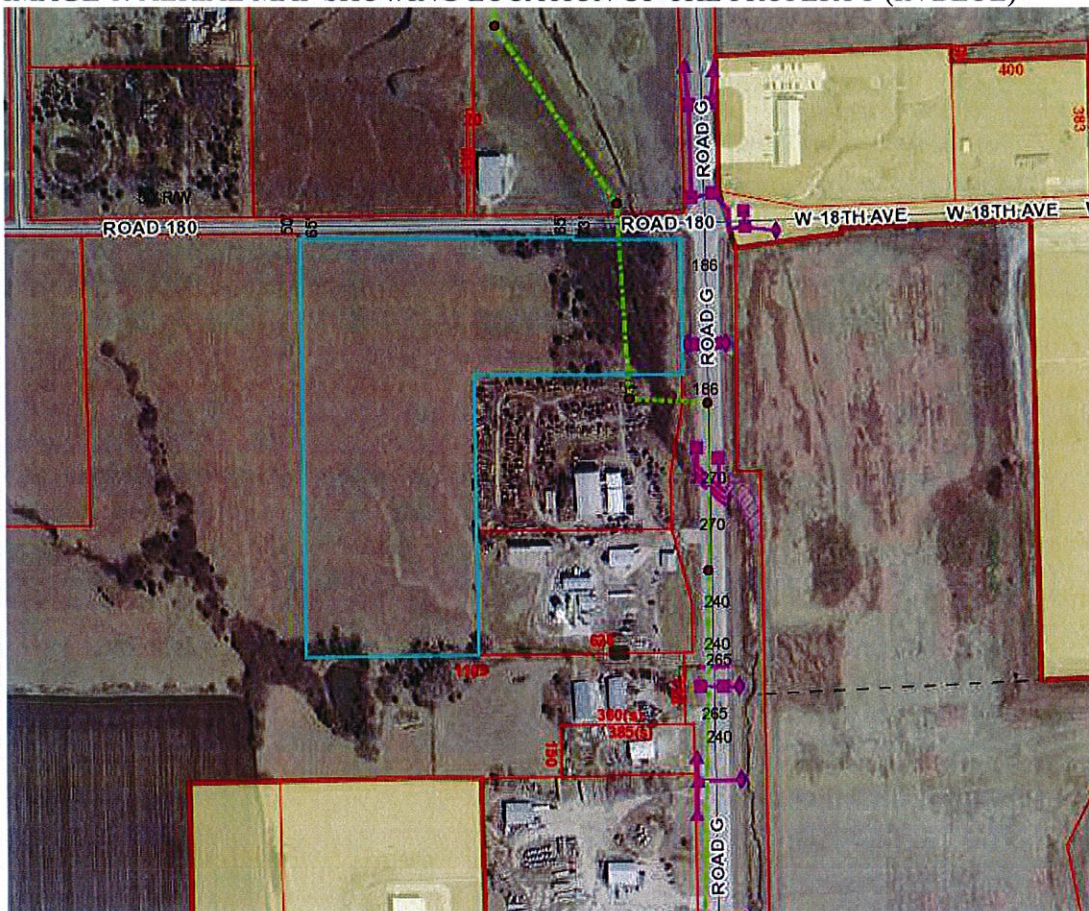
Member Garrett noted that there had been two public hearings for this location.

Motion approved 7-0

Mr. Foster noted that this application will go to the County Commission in the near future.

AERIAL MAP:

IMAGE 1: AERIAL MAP SHOWING LOCATION OF THE PROPERTY (IN BLUE)



ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ SMITH _____ BRINKMAN _____

ORDINANCE NO. _____

AN ORDINANCE ANNEXING AND INCORPORATING CERTAIN LAND WITHIN THE BOUNDARIES OF THE CITY OF EMPORIA, KANSAS PURSUANT TO AND IN ACORDANCE WITH THE PROVISIONS OF K.S.A. 12-520c.

WHEREAS, on April 19th, 2020, a written Consent to and Petition for Annexation was submitted to the City of Emporia, Kansas for the land commonly described as 600 Road 180, Emporia, Kansas 66801, located west of Road G (Americus Road) on Road 180; and

WHEREAS, said tract does not currently adjoin the boundaries of the City of Emporia, Kansas but is within Lyon County and is proximate to and within the natural growth area of the City of Emporia, Kansas; and

WHEREAS, K.S.A. 12-520c (c) requires that the Board of County Commissioners of Lyon County, Kansas, by a 2/3 vote of the members thereof, find and determine that the annexation of such land will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within Lyon County, Kansas before the City of Emporia, Kansas may annex such land; and

WHEREAS, on July 7th, 2021 the governing body of the City of Emporia, Kansas adopted Resolution Number 3646 finding it advisable, desirable, beneficial and in the interests of the public to island annex said land and requesting the Board of Lyon County Commissioners to find and determine that such annexation will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within Lyon County, Kansas pursuant to K.S.A. 12-520c; and

WHEREAS, on July 29th, 2021 the Lyon County Board of County Commissioners, by a 2/3 vote of the members thereof, adopted Resolution Number 20-21 finding and determining that based upon the available evidence, the proposed annexation will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within Lyon County, Kansas, pursuant to K.S.A. 12-520c.

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

Section 1. Annexation: Pursuant to K.S.A. 12-520c, the following described land is hereby annexed and incorporated within the corporate limits of the City of Emporia, Kansas, to-wit:

LOT 1 BLOCK 1 IN WESTAR SUBDIVISION, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 10 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS, ACCORDING TO THE RECORDED PLAT THEREOF.

ALSO,

A TRACT FOR THE PURPOSE OF ROAD RIGHT OF WAY EASEMENT IN THE SOUTHEAST QUARTER OF SECTION 1, AND THE NORTHEAST QUARTER OF SECTION 12, ALL IN TOWNSHIP

19 SOUTH, RANGE 10 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS, AS DESCRIBED BY AARON C. DAVIS, PS 1368, ON MAY 11, 2021, AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE ¼;

THENCE N.01° 07' 30"W. (BASIS OF BEARINGS) ON THE EAST LINE OF SAID SE ¼ FOR 65.00 FEET;

THENCE S.89° 24' 27"W. PARALLEL WITH THE SOUTH LINE OF SAID SE¼ FOR 65.00 TO THE POINT OF BEGINNING,

THENCE CONTINUING S.89° 24' 27"W. PARALLEL WITH SAID SOUTH LINE, AND ON THE NORTHERLY RIGHT OF WAY LINE OF ROAD 180, FOR 163.54,

THENCE S. 75° 54' 52"W. ON SAID NORTHERLY RIGHT OF WAY LINE FOR 150.00 FEET,

THENCE S.00° 35' 33"E. FOR 5.00 FEET TO A POINT 25.00 FEET NORTH OF THE SOUTH LINE OF

SAID SE ¼,

THENCE S.89° 24' 27"W. ON SAID NORTHERLY RIGHT OF WAY LINE FOR 802.98 FEET;

THENCE S.00° 35' 33"E. FOR 25.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SE ¼,

SAID POINT BEING 1177.99 FEET WEST OF THE SOUTHEAST CORNER OF SAID SE¼;

THENCE S.00° 50' 50"E. FOR 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 1,

WESTAR SUBDIVISION TO LYON COUNTY, KANSAS,

THENCE N.89° 24' 27"E. ON THE NORTH LINE OF SAID LOT 1 FOR 802.99 FEET;

THENCE S.00° 50' 50"E. FOR 8.00 FEET;

THENCE N.89° 24' 27"E. ON THE NORTH LINE OF SAID LOT 1 FOR 310.00 FEET TO A POINT 65.00 FEET WEST OF THE EAST LINE OF THE NE¼ OF SAID SECTION 12;

THENCE N.00° 50' 50"W. PARALLEL WITH THE EAST LINE OF SAID NE¼ FOR 48.00 FEET TO THE NORTH LINE OF SAID NE¼;

THENCE N.01° 07' 30"W. PARALLEL WITH THE EAST LINE OF THE SE¼ OF SAID SECTION 1 FOR 65.00 FEET TO THE POINT OF BEGINNING

SAID TRACT CONTAINS 1.94 ACRES

Section 2. Effective Date: This Ordinance shall take effect and be in force from and after publication in the official city newspaper.

PASSED AND APPROVED BY THE CITY COMMISSION OF EMPORIA, KANSAS THIS 18TH DAY OF AUGUST, 2021.

Robert F. Gilligan, Mayor

SEAL
ATTEST:

Kerry Sull, City Clerk

AGENDA ITEM SUMMARY

MEETING DATE: August 18, 2021

ITEM NUMBER: 9

SUBJECT: A request by the property owner to hold a public hearing to appeal the State of Kansas Historic Preservation Office for the property located at 605 Commercial Street.

PUBLIC HEARING: State statute K.S.A. 75-2724 gives the governing body the authority to reaffirm or overrule the decision of the Kansas State Historical Society. The statute states the project cannot proceed until the local governing body has determined, based on a consideration of all relevant factors, that there are no feasible and prudent alternatives to the proposal, and the project includes all possible planning to minimize harm to the historic property.

BACKGROUND SUMMARY:

There is a request for an appeal to override the State of Kansas Historic Preservation Office decision regarding the proposed painting of a mural/sign on the building exterior at 605 Commercial Street. The building is located within the City of Emporia's Downtown Historic District; as such any permits issued are to be reviewed by the State Historic Preservation Office (SHPO). The SHPO office recommends not painting the historic contributing building. If the Commission overrides SHPO's recommendation, then the applicant will be issued the sign permit.

The City Commission must find that all feasible and prudent alternatives to minimize the harm to the property have been considered in order to override SHPO's recommendation.

ACTION:

A motion may be made to reaffirm or overrule the decision of the Kansas State Historical Society for the existing building at 605 Commercial St.

ATTACHMENTS:

SHPO Application, Kansas State Historical Society Letter, Photo

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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



PLANNING AND ZONING DEPARTMENT
522 Mechanic Street
Emporia, KS 66801
Phone: 620-343-4268
Fax: 620-343-4262

Historic District Application

Date Submitted _____

Please complete the following application. This information will be submitted to the State of Kansas Historic Preservation Office. Any application requested within the historic district for the any permitted work will need to be reviewed by the State Historic Preservation Office (SHPO). SHPO will have up to 30 days to review the project. Completing this application will help expedite the process.

	Name	Address	Phone
Applicant	A+A SIGNS	619 NEOSH0	(620)344-1190
Owner	SUSAN BRINKMAN	605 COMMERCIAL	(620)481-9404

Project Name: 6TH + MERCHANT MURAL

Brief Description of the project: WELCOME TO EMPORIA MURAL

Address of the property: ALLEY OF 605 COMMERCIAL

Is the property within the Historic District Yes ☒ No ☐

Type of project: (New Construction, Repair/Rehab, Addition to structure, Demolition, Other)

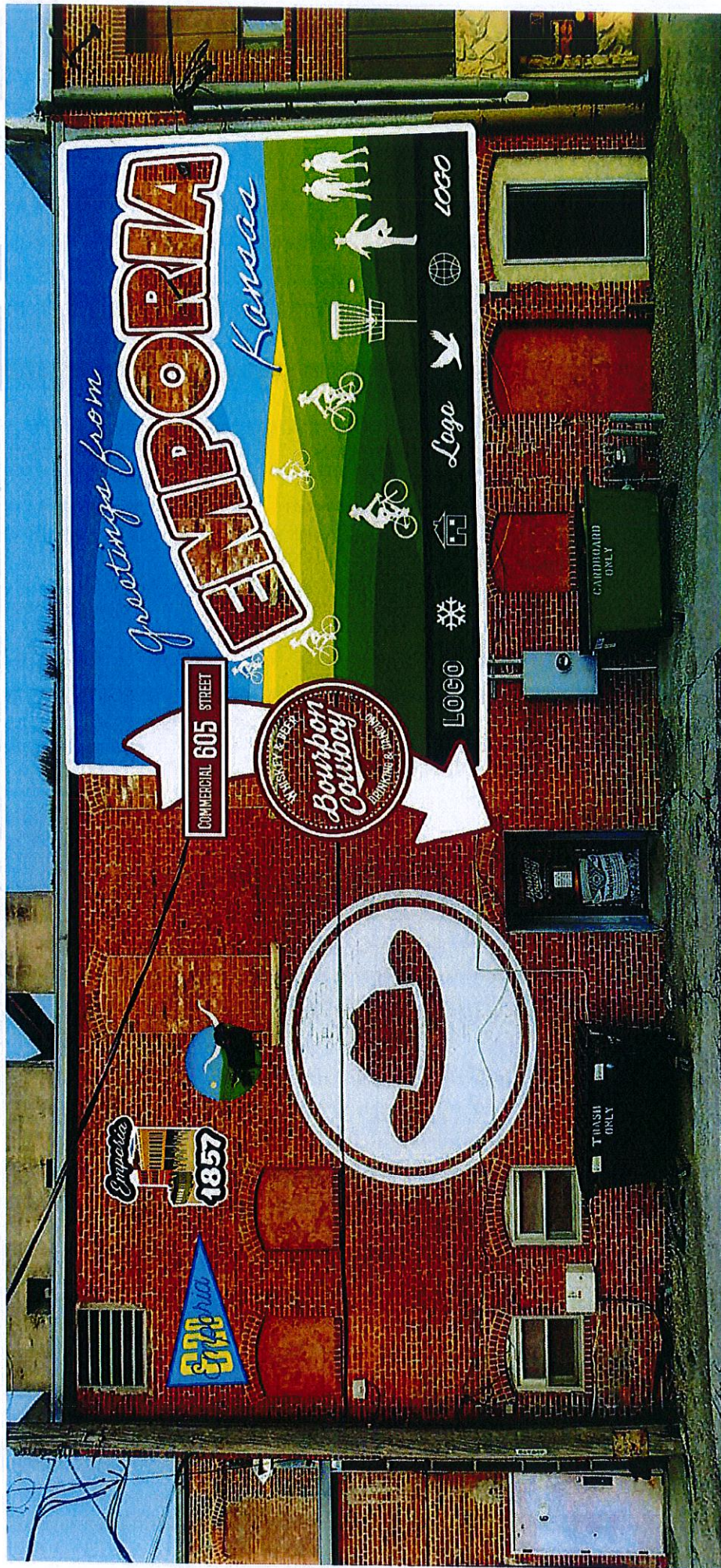
MURAL ON BUILDING

Kansas Historic Resources Inventory (KHRI) number. Access KHRI at <http://khri.kansasgis.org/>

Property listed in the National Register of Historic Places or the Register of Historic Kansas Places?
Access Register database at <http://www.kshs.org/p/register-database/14638>

Does this project involve ground-disturbing activities? (yes, no, unsure)

UNSURE





6425 SW 6th Avenue
Topeka KS 66615

phone: 785-272-8681
fax: 785-272-8682
kshs.culturalresources@ks.gov

Laura Kelly, Governor
Jennie Chinn, Executive Director

KSR&C# 21-07-031
August 4, 2021

Joe Foster, MRCP
Planning and Zoning Department
City of Emporia
Via Email

RE: Sign Permit, Mural, 605 Commercial, Emporia Downtown Historic District – Lyon County

We have reviewed the materials received on July 7, 2021 regarding the above-referenced project in accordance with the state preservation statute K.S.A. 75-2724. The law requires the State Historic Preservation Officer (SHPO) be given the opportunity to comment on proposed projects affecting historic properties or districts. Properties listed in the National Register of Historic Places and/or the Register of Kansas Places are subject to review. The SHPO is charged with determining whether or not projects will “damage or destroy” historic resources.

The proposed project will paint historically unpainted brick on the rear façade of 605 Commercial, a contributing resource to the Emporia Downtown Historic District. The SHPO has reviewed the proposed project following the Secretary of the Interior’s *Standards for the Treatment of Historic Properties, Standards for Rehabilitation #2*: “The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.” The proposed project will paint brick that was historically unpainted. By applying paint to an unpainted surface, the character-defining feature will be altered. We have also reviews the project following *Standard #7*: “Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.” Historic brick is designed to be a breathable material that is capable of releasing water vapor. By covering unpainted brick with paint, the historic material will potentially be damaged. Because of these impacts to the historic structure and district as a whole, we have determined that this project will damage the Emporia Downtown Historic District.

In order for this project to proceed, the state preservation statute states that project cannot proceed until the local governing body has determined, based on a consideration of all relevant factors, that there is no feasible and prudent alternative to the proposal and that the project includes all possible planning to minimize harm to the historic property.

If after the investigation and hearing the Emporia City Commission finds no alternatives and verifies that all planning has been done to minimize harm to this building and its neighbors, the city is then required to give five days’ notice of such determination to the SHPO before issuing the permit for work. This notice should include a written copy of the minutes of the meeting where the project was discussed, and a copy of all relevant written information upon which the city commission based its decision. The statute allows anyone aggrieved by the governing body’s determination to file suit and have the issue decided in the courts.

In advance of the investigation and hearing, please review the Kansas Preservation Act regulations K.A.R. 118-3-1 through 118-3-16, especially the definitions in 118-3-1:

- (i) "Program includes all possible planning" means that the written evidence and materials submitted by a governmental entity to the state historic preservation officer clearly identify all alternative solutions that have been investigated, compare the differences among the alternative solutions and their effects, and describe mitigation measures proposed by the project proponent that address an adverse effect determination of the state historic preservation officer.
- (j) "Relevant factors" means pertinent information submitted by project proponents or project opponents in written form, including evidence supporting their positions. (Authorized by K.S.A. 75-2721(b); implementing K.S.A. 75-2724; effective, T-118-5-1-98, May 1, 1998; effective Oct. 23, 1998.)

Thank you for giving us the opportunity to comment on this proposal. Please submit any comments or questions regarding this review to Lauren Jones at 785-272-8681 ext. 225 or lauren.jones@ks.gov.

Sincerely,

Jennie Chinn
State Historic Preservation Officer

A handwritten signature in black ink, appearing to read "Patrick Zollner". The signature is written in a cursive, flowing style.

Patrick Zollner
Director, Cultural Resources Division
Deputy State Historic Preservation Office

AGENDA ITEM SUMMARY

MEETING DATE: August 18, 2021

ITEM NUMBER: 10

SUBJECT: Consider the support of the extension of the Lyon County Sales tax in the amount of 1-cent.

RECOMMENDATION: Authorize the Mayor to sign a letter of support supporting the extension of the Lyon County Sales tax in the amount of 1-cent.

BACKGROUND SUMMARY:

The Lyon County Commission has requested the City Commission support their renewal of the 1-cent county-wide sales tax. Attached is a sample letter of support.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

August 18, 2021

Rollie Martin, Chairman
Lyon County Board of Commissioners
430 Commercial St.
Emporia, KS 66801

Chairman Martin, Commissioners Briggs and Peck,

As we close in on 12 years of partnership through a Lyon County local sales tax question the Emporia City Commission wanted to share our support for asking the voters for a 15-year extension of this resource on the upcoming election ballot. The 1-cent sales tax was first approved by voters for a 5-year period in the fall of 2009 and began collecting in 2010. In November of 2012, over 6,000 voters in Lyon County once again offered their approval of the sales tax and the investments that our local governments have been able to make with the additional resources generated.

Over the last 10 years the Emporia City Commission has prioritized this revenue stream for investment in community infrastructure projects that improve the quality of life and use for our citizens and visitors. This prioritization has allowed us to invest over \$14,500,000.00 in Street rehabilitation and construction, \$1,300,000.00 in storm water management and more than \$3,440,000.00 in public facility maintenance and improvements including investment in William Lindsey White Auditorium, the home of ESU Hornet Basketball, The Emporia Public Library and both Fire/EMS facilities that provide service to our entire County. Additional resources have been invested in our local parks including the David Traylor Zoo, the Emporia Municipal Airport and in support of development projects in our community that have created additional housing in our downtown district.

Needless to say, these investments would have been improbable, if not impossible if not for the funding made available by the support of our voters in partnership with the local sales tax initiative.

In looking toward the future the continued need to invest in critical infrastructure as well as planning and developing for the growth and success of our region is evident. The sales tax is unquestionably one of the best investments that the voters of Lyon County have approved twice in the past and we offer our strongest support for asking the voters to again consider this investment into the future. By setting a 15-year sunset on the ballot question we provide both an opportunity for long-range planning for investment through our local elected officials, but also balance that with a commitment to keep the voters engaged in the process moving forward.

Thank you for your leadership in this effort and your service to our community.

With Strong Support of the Emporia City Commission,

Rob Gilligan, Mayor
City of Emporia

AGENDA ITEM SUMMARY

MEETING DATE: August 18, 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 August 25th Study Session

- Final Discussion of 2022 Budget.
- Discuss the Emporia Animal Shelter.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

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

COMMISSION MEETING**1:30 P.M.****AUGUST 4, 2021**

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, August 4, 2021, in the City Commission Meeting Room with Mayor Gilligan presiding and Commissioners Brinkman, Giefer, Geitz and Smith present. Also present were City Manager McAnarney, Assistant City Manager Massey, City Clerk Sull and City Attorney Montgomery.

Consent Agenda

It was moved by Commissioner Giefer, seconded by Commissioner Brinkman that the Consent Agenda listed below be ratified as a whole:

- a. Consider minutes of the Regular Meeting held on July 21, 2021.
- b. Consider ratification of Payroll Ordinance for the period ending on July 16, 2021.
- c. Consider Approval of Job Posting for the City Manager Position.
- d. Consider Change Order No. 3 for the 30th Avenue Construction Project (PV2006).
- e. Consider Set Bid Time and Date to receive bids for the Funston Street & 5th Avenue Paving Project No. PV2008.

The vote follows: Commissioner Giefer, aye; Commissioner Brinkman, aye; Commissioner Geitz, aye; Commissioner Smith, aye; and Mayor Gilligan, aye.

**CITY COMMISSION
(Public Comment)**

This is the time for the public to make comments. No comments were made at this time.

**CITY COMMISSION
(Kansas Department of Commerce Small Cities)
(CDBG Economic Development- Simmons Pet Food)
(Public Hearing)**

City Manager McAnarney stated the Regional Development Association and City of Emporia have been working with Simmons Pet Food representatives on the submission of an application for parking lot improvements. He stated Simmons Pet Food has experienced tremendous growth in the last few years and needs more parking for employees and vendors. This application will seek

a \$750,000.00 economic development grant, partially matched with local funds) to construct parking lots at the facility. Simmons Pet Food will be required to create a minimum of 22 jobs with a majority of the employees being from a low to moderate income background. He stated the grant submission requires a public hearing.

Mayor Gilligan then declared the public hearing opened.

As no one in attendance wished to address the Governing Body, Mayor Gilligan then declared the public hearing closed.

Commissioner Smith made a motion authorizing the Mayor to sign the submission of the grant application. Commissioner Giefer seconded the motion. The vote follows: Commissioner Brinkman, aye; Commissioner Giefer, aye; Commissioner Geitz, aye; Commissioner Smith, aye; and Mayor Gilligan, aye.

PAVING
(Accept Agreement KDOT FY 2024 CCLIP-SP US-50)
(Mechanic Street to East City Limits)
(Authorize KDOT for 1302)

Jim Ubert, City Engineer, was recognized and addressed the Governing Body. He stated City Engineer submitted an application in Spring 2021 for competitive funding of the KDOT FY 2021 round of CCLIP projects. The City of Emporia was recently notified that KDOT awarded funding of this application and project to the City of Emporia. He stated KDOT will pay 90% of actual and eligible costs of construction and construction engineering up to \$300,000.00 from KDOT. Actual eligible costs beyond that level are 100% the obligation of the City of Emporia. The engineer's estimated cost of construction submitted with the 2024 application is \$685,000.00. He stated the City's share will be paid with 2024 CIP money budget for this project and paid for from the multi-year funds.

Commissioner Geitz made a motion accepting the KDOT (FY 2024) CCLIP-SP US-50 Mechanic Street to East City Limits award and authorize the Mayor to sign KDOT form 1302. Commissioner Brinkman seconded the motion. The vote follows: Commissioner Geitz, aye; Commissioner Brinkman, aye; Commissioner Giefer, aye; Commissioner Smith, aye; and Mayor Gilligan, aye.

ENGINEERING
(12th Avenue Waterline Improvements Project No. WM2001
(Grand Street to Chestnut Street)
(KDHE Project No. KPWSLF No. 2968)
(Bids)

Jim Ubert, City Engineer, was recognized and addressed the Governing Body. He stated bids were received for the 12th Avenue Waterline Improvements from Grand Street to Chestnut Street. The project had 12 plan holders and 5 bids were submitted. The bids are as follows:

BID TABULATION FOR 12TH AVE. WATERLINE IMPROVEMENTS

Contractor	Base Bid Amount
<i>Greeley Excavating</i>	<i>\$1,066,330.00</i>
Carlson Utility	\$1,222,938.00
Middlecreek	\$1,256,450.00
Orr Wyatt	\$1,306,675.00
Nowak Construction	\$1,497,809.00
Engineer's Estimate	\$1,319,414.00

He stated the project will be funded by the KDHE revolving loan fund money KPWSLF No. 2968 and staff is recommends awarding the project to Greeley Excavating for the Base Bid amount of \$1,066,330.00. Greeley Excavating has successfully completed multi projects of similar size and scope for the City within the last 4 years.

Commissioner Smith made a motion to award the bid for the 12th Avenue Waterline Improvements, Grand Street to Chestnut Street, to Greeley Excavating for a total base bid amount of \$1,066,330.00, subject to KDHE approval of the bid documents. Commissioner Giefer seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Giefer, aye; Commissioner Brinkman, aye; Commissioner Geitz, aye; and Mayor Gilligan, aye.

LEAGUE OF KANSAS MUNICIPALITIES
(Designating Voting Delegates)

City Manager McAnarney stated the annual League of Kansas Municipalities (LKM) conference is October 9-11, 2021. The City is permitted to have four (4) votes based on current population. The City may

designate up to four (4) delegates and four (4) alternates to vote.

Commissioner Geitz made a motion to appoint Commissioners Brinkman, Giefer, Smith and Mayor Gilligan as the voting delegates; and City Manager McAnarney, Assistant City Manager Massey, City Attorney Montgomery and Commissioner Geitz as the voting alternates. Commissioner Smith seconded the motion. Commissioner Geitz, aye; Commissioner Smith, aye; Commissioner Brinkman, aye; Commissioner Giefer, aye; and Mayor Gilligan, aye.

**CITY COMMISSION
(City Manager's Report)**

This is a verbal report that announces upcoming events, recognized employees for outstanding contributions and provides the public information that may be of a general interest. The following information was presented at the meeting.

At the time this agenda was prepared, the following items were in the works:

TENTATIVE AGENDA FOR AUGUST 11TH STUDY SESSION @ 9:00 A.M.

Mid-Year Health Insurance Update w/Jennifer Kurth with Hays Co.
CVAB Present Outside Agencies Requests.
Review City Appropriation Request Forms.
Continued Budget Discussion.

EXECUTIVE SESSION

Commissioner Smith made a motion to adjourn into Executive Session for preliminary discussion related to potential acquisition of property and to invite City Engineer, Jim Ubert, from 1:40 p.m. to 1:55 p.m., in the City Commission Meeting Room. Commissioner Brinkman seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Brinkman, aye; Commissioner Giefer, aye; Commissioner Geitz, aye; and Mayor Gilligan, aye.

Upon reconvening the meeting in Regular Session, at 1:55 p.m., this same date, in the City Commission Meeting Room, Mayor Gilligan stated they

had preliminary discussion related to potential acquisition of property and no action was taken.

Commissioner Giefer then made a motion to adjourn. Commissioner Brinkman seconded the motion. The vote follows: Commissioner Giefer, aye; Commissioner Brinkman, aye; Commissioner Geitz, aye; Commissioner Smith, aye; and Mayor Gilligan, aye.

Robert F. Gilligan, Mayor

ATTEST:

Kerry Sull, City Clerk