

**LOUISBURG CITY COUNCIL
REGULAR MEETING
JANUARY 18, 2022
6:30 P.M.**

<https://boxcast.tv/view/louisburg-city-council-1-18-22-267531>

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. CONSENT AGENDA
 - A. Adopt Agenda
 - B. Approval of Minutes of the Regular Meeting January 3, 2022
 - C. Special Meeting Minutes January 10, 2022
 - D. Approval of the Bills
4. RECOGNITION OF SCHEDULED VISITOR
 - A. Rocky Rhodes and Bill Fields
 - B. Lisa Moreau - LES PTO Fundraising Coordinator (pool pass)
 - C. Cathy Hall (1229 Starbrooke Drive)
5. PUBLIC COMMENTS: Persons who wish to address the Mayor and City Council regarding items not on the agenda may do so at this time. Speakers will be limited to three (3) minutes. Any presentation is for informational purposes only. Please state your name and address.
6. DEPARTMENT REPORTS
7. CITY ATTORNEY'S REPORT
8. MAYOR'S REPORT
9. ADMINISTRATOR'S REPORT
 - A. Master Planning Review Continued
 - B. Sidewalk on Commercial Property
 - C. City Owned Property Sale
 - D. Downtown Commercial Renovation Program
 - E. Making Louisburg Bright
 - F. International Existing Building Code

10. COUNCIL/COMMISSION REPORTS

11. ADJOURNMENT

**CITY OF LOUISBURG, KANSAS
MINUTES OF REGULAR MEETING
JANUARY 3, 2022**

Livestream: <https://boxcast.tv/view/louisburg-city-council-1-3-22-589753>

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

Council Members Steve Town, Donna Cook, Sandy Harris, TJ Williams, Scott Margrave
City Administrator Nathan Law
City Clerk Traci Storey
City Attorney Jared Anderson
Police Chief Tim Bauer
Fire Chief Gerald Rittinghouse
Communications Coordinator Jean Carder
Public Works Supervisor Craig Hufferd
Visitors Andrew Aye

PLEDGE OF ALLEGIANCE

Mayor Marty Southard led the pledge of allegiance.

APPROVAL OF CONSENT AGENDA

Councilmember Sandy Harris moved, seconded by Councilmember TJ Williams and carried 5-0, to approve the consent agenda to include adoption of the agenda and approval of the regular meeting minutes December 20, 2021, and the bills list.

VISITORS

None

PUBLIC COMMENTS

Louisburg resident and Boy Scout Andrew Aye is looking for an Eagle Scout project. He asked if there were any suggestions from the Governing Body. Aye said

he thought about marking the trail at Lewis-Young Park. Councilmember Williams asked about the landscaping and park benches. Mr. Law said he would have staff reach out to Andrew and invite him to a Park Board meeting to discuss a potential project. The Council thanked Andrew for coming and look forward to his project.

DEPARTMENT REPORTS

Police Department: None

Public Works Department: None

Fire Department: Fire Chief Gerald Rittinghouse said they had over 429 calls last year. So far in the new year they have had four calls. One of the county engines is out and will be repaired this week. Councilmember Williams asked if they have had their recognition event yet. Chief Rittinghouse said they are hoping to have it at the end of January.

CITY ATTORNEY'S REPORT

None

MAYOR'S REPORT

None

ADMINISTRATOR'S REPORT

Master Planning Report: Mr. Law recapped the staff memo for Council. He said an easily added incentive could be waiving commercial building permits that would provide immediate assistance to business owners. Councilmember Cook asked how that would work. Mr. Law said the council would need to define a target area and draft a resolution to approve the program. Councilmember Cook asked if an incentive is offered and someone is in the process of a rehab, could they qualify. Mr. Law said it would depend on how the program is established. Mayor Southard said if Council desires to move forward with this program having a start and end date would be suggested even if the program is renewed annually. Mr. Law said another consideration is to look at vacant buildings and come up with incentives that would spur those to fill. Again, Mr. Law said this should be in a resolution. Councilmember Williams suggested drafting a resolution that council could then discuss. He said one thing to consider is examining the price of waiving fees.

South Rockville Road Cost Share: Mr. Law presented information requested by the Council concerning the sidewalk and road improvements on S. Rockville Road. He provided copies of City Council and Planning Commission minutes beginning in 2013 that discussed the project. The findings show the apartment complex on Rockville Road paid \$180,000 into the road improvement project. From the past minutes the project was to include the north end of the apartment complex to S. Fourth Street East. At the time Council decided to extend the improvements to S. Fifth Street East. In 2016-17, the Council decided to further extend the project north to Amity. There was a lack of desire to create a benefit district, and Council determined the project would serve the overall public interest. Law said typically new developments either install sidewalks or pay into the sidewalk fund, which allows sidewalks to be built where there is community need at a future time. This property will still need to go through preliminary and final plat process so there is still the opportunity to charge the sidewalk fee. If the city council is going to consider any cost share or any alternative to current regulations, then while it may not set precedent Staff always encourages Council to treat everything similarly. Council would need to make sure there is some justification for the use of public funds for that project, he said. It needs to pass that public benefit test. There is no legal requirement to consider this. Mr. Law said ideally if you are going to use public funds you should be able to indicate this serves the greater public good. He added that sidewalks have been a focus in the past few years with the Master Trails Plan and have been discussed numerous times by Council. He said in his review a sidewalk across that property does make a significant connection.

Councilmember Town asked if there are trail grants available. Mr. Law said he is unsure but can check. Councilmember Williams asked for clarification if the excise tax had been reduced by Council. Law said it had been reduced to one cent per foot for new development. Councilmember Williams asked if a new residential home was being built in the city would the builder be required to install sidewalks at their cost. Mr. Law said in most instances they would. Councilmembers had discussion. Councilmember Cook asked if the owners will pursue the project if sidewalks are required. City Attorney Anderson said at the last meeting the property owners wanted to know up front if the sidewalk would be required before they got started with the project. Councilmember Williams asked how much tax revenue the City could get from this project. Councilmembers had discussion. Council asked Mr. Law if he could provide estimated tax revenue from this property if developed.

COUNCIL REPORTS

Councilmember Town: Councilmember Town thanked Mayor Southard and Councilmember Sandy Harris for their service to the Community.

Councilmember Margrave – no report

Councilmember Cook: Councilmember Cook also thanked Mayor Southard and Councilmember Harris.

Councilmember Harris: Councilmember Harris said he attended the recent Planning Commission meeting. They talked a lot about sign regulations and help wanted signs.

Councilmember Harris thanked his constituents for allowing him to serve and represent. To all the Staff, Councilmembers and Mayor it has been great working with everyone. Best wishes to incoming Mayor Cook and Councilmember Clint Ernst.

Councilmember Williams: Councilmember Williams also thanked Mayor Southard and Councilmember Harris.

EXECUTIVE SESSION

Councilmember Town moved, seconded by Councilmember Williams and carried 5-0, to recess into executive session, for 10-minutes, starting at 7:13 p.m. to discuss an individual employee's performance pursuant to the non-elected personnel matter exception, K.S.A. 75-4319(B)(1). The open meeting will resume at 7:23 p.m. in City Council Chamber.

REGULAR SESSION

No action was taken after the executive session.

Mayor Southard said he accidentally skipped over his report and City Attorney report. Mayor Southard thanked everyone for their support over the years. We have a great staff and he appreciates all the department heads always being available at council meetings. He has really enjoyed the last 7 years and wishes the best for the City.

City Attorney Jared Anderson thanked Mayor Southard and Councilmember Harris for their service to the community.

ADJOURNMENT

At 7:24 p.m. Councilmember Harris moved, seconded by Councilmember Town and carried 4-0.

Approved:

Marty Southard, Mayor

Attest:

Traci Storey, City Clerk

**CITY OF LOUISBURG, KANSAS
MINUTES OF SPECIAL MEETING
JANUARY 10, 2022**

The Council of the City of Louisburg, Kansas met at 6:30 p.m. in special session to administer the oath of office to new councilmembers in the City Hall Council Chambers. Mayor Marty Southard presiding.

The following request was put forth by the members of the City Council.

**REQUEST FOR SPECIAL MEETING OF THE GOVERNING BODY
OF THE CITY OF LOUISBURG, KANSAS**

TO THE HONORABLE MAYOR, MARTY SOUTHARD, OF THE CITY OF LOUISBURG, KANSAS:

We, the undersigned being duly elected, qualified, and acting Councilmembers of the City of Louisburg, Kansas, hereby respectfully request you to call a **Special Meeting** of the Governing Body of the City of Louisburg, Kansas to be on Monday, January 10, 2022 at 6:30 pm, for the following purpose:

1. Oath of Office to Donna Cook and Clint Ernst

All council members present signed this special meeting request.

CALL OF SPECIAL COUNCIL MEETING

I, the undersigned Mayor of the City of Louisburg, Kansas having received a request for a special meeting of the Governing Body of said city, do by these presents call a special council meeting of the City of Louisburg, Kansas for the purpose set forth in the foregoing request

Council Members Steve Town, Sandy Harris, Donna Cook, Scott Margrave, TJ Williams
City Administrator Nathan Law
City Clerk Traci Storey
Planning Assistant Jean Carder
City Attorney

OATH OF OFFICE

The oath of office was administered by City Clerk Traci Storey to new Mayor Donna Cook.

The oath of office was administered by City Clerk Traci Storey to new Councilmember Clint Ernst.

The Special Meeting was closed at 6:35 p.m.

Approved:

Donna Cook, Mayor

Attest:

Traci Storey, City Clerk

BILLS LIST 1/18/22

ADP, INC	242.80	PAYROLL SERVICES
AFLAC INS	1,322.30	INSURANCE - ALL
ANDERSON JARED	2,077.50	CITY ATTORNEY FEES
ARBOR DAY FOUNDATION	25.00	MEMBERSHIP - ADMIN
BILL IRELAND SECURITY INC	230.45	ANNUAL MONITORING SERVICES
CITYCODE FINANCIAL LLC	1,450.00	CODEBOOK/UPDATES
DELTA DENTAL OF KANSAS	2,946.83	INSURANCE - ALL
DESIGN 4 SPORTS	573.75	LIFEGUARD SUPPLIES - POOL
FAMILY CENTER OF PAOLA	80.97	SUPPLIES - PWD
FAUSS RICHARD	500.00	FLIP - RESIDENTIAL
GRIGSBY CONSULTING	3,025.00	INSPECTIONS - BZ
HEARTLAND PRINT & DESIGN	175.99	PRINTING,SHIPPING,SUPPLIES
HICKEY, KRAIG	200.00	STIPEND
KACM	50.00	MEMBERSHIP - MCGOWIN
KANSAS DEPARTMENT OF REVE	2,065.00	WATER PROTECTION - 4TH QUARTER
KANSAS MUNICIPAL GAS	136,808.84	NATURAL GAS
KDH&E	530.00	TESTING - WATER
KS ASSOC OF CITY/COUNTY	200.00	MEMBERSHIP - LAW
KS DEPT OF REVENUE	125.00	CMB RENEWALS
LEAGUE KANSAS MUNICIPALIT	86.00	CODEBOOK
LINN COUNTY NEWS	117.60	CLASSIFIED AD - POLICE
LOUISBURG ATHLETIC CLUB	423.00	MEMBERSHIPS - ALL
LOUISBURG FORD	270.82	VEHICLE MAINTENANCE - POLICE
LOUISBURG MUNICIPAL UTILITIES	1,716.49	UTILITIES
MCGOWIN JESSICA	106.28	PAYROLL
MCI	52.96	TELEPHONE - ALL
MO-KAN DIAL, INC.	1,437.34	TELEPHONE - ALL
NAPA AUTO PARTS	122.99	SUPPLIES - PWD,PUA
NPG NEWSPAPERS	673.76	PUBLICATIONS - ADMIN
NYP CPA, LLC	420.00	SERVICES - ADMIN
O'REILLY AUTO PARTS	94.60	SUPPLIES - PWD, PUA
PAOLA HARDWARE	77.72	SUPPLIES - PWD, PUA
PRICE CHOPPER	385.25	SUPPLIES - ALL
PRINCIPAL LIFE INSURANCE	216.05	LIFE INSURANCE - ALL
QUILL	79.55	OFFICE SUPPLIES - ADMIN
RUDKIN, BRAD	90.90	PAYROLL
RURAL WATER DISTRICT #2	22.02	WATER - PARKS
SI FUNERAL SERVICES	2,750.00	SERVICES - CEMETERY
STAPLES ADVANTAGE	161.92	SUPPLIES - OFFICE SUPPLIES
SUMNER ONE	506.48	COPY SERVICES - ADMIN
SUTTON LAW OFFICE, P.A.	3,985.80	CONTRACT TO PROSECUTE
UCI	125.00	TESTING SERVICES - ADMIN
VISION SERVICE PLAN	1,228.88	INSURANCE - ALL
CLAIMS TOTAL	167,780.84	

Memo

To: Louisburg Governing Body

From: Nathan Law

Date: January 13, 2022

Re: Master Planning Review Continued

Background: Included as part of the administrative goals list is a regular review of master planning projects, goals and objectives. This is the third section of the City Strategic Plan, as found within the Bright Future Comprehensive Plan.

Improve Downtown Public Space:

1. Consider public art, ghost sign repainting & murals to beautify and activate downtown space
2. Consider installation of downtown ice-skating rink or other public enhancement for winter activities
3. Identify funding source & construct permanent Farmers Market pavilion
4. Prioritize key capital improvements that promote safe and comfortable pedestrian environment including connections to adjoining neighborhoods
5. Monitor downtown parking needs and create a parking management plan

There is no longer a local arts council, but there may be local groups that would take on the task of repainting signs. Murals can be somewhat costly depending on size and complexity of content. Even a temporary/rental ice-skating rink is rather costly to construct, utilize and then remove seasonally. The warm weather in early December allowed for large numbers to visit the inaugural Magic on Broadway event; a collaboration of Chamber of Commerce, Library, Recreation Commission and City of Louisburg. Farmers Market or a downtown pavilion concept has been designed and is awaiting funding and direction from Council to prioritize through the budget process (see attached renderings). The estimate provided in 2019 was \$455,000 without contingency. That estimate should be relatively conservative even by today's pricing. That pricing also includes \$30,000 for lighting the water tower. A separate local concept of a pavilion that could be constructed on the Farmers Market block was received in 2021 but has also not been pursued by staff. Safe and comfortable pedestrian connections will be considered as part of the sidewalk corridors approved by Council to proceed with bid estimates as part of infrastructure work in the current year, as well as with other priorities identified in the master trail and sidewalk plan. Staff monitors

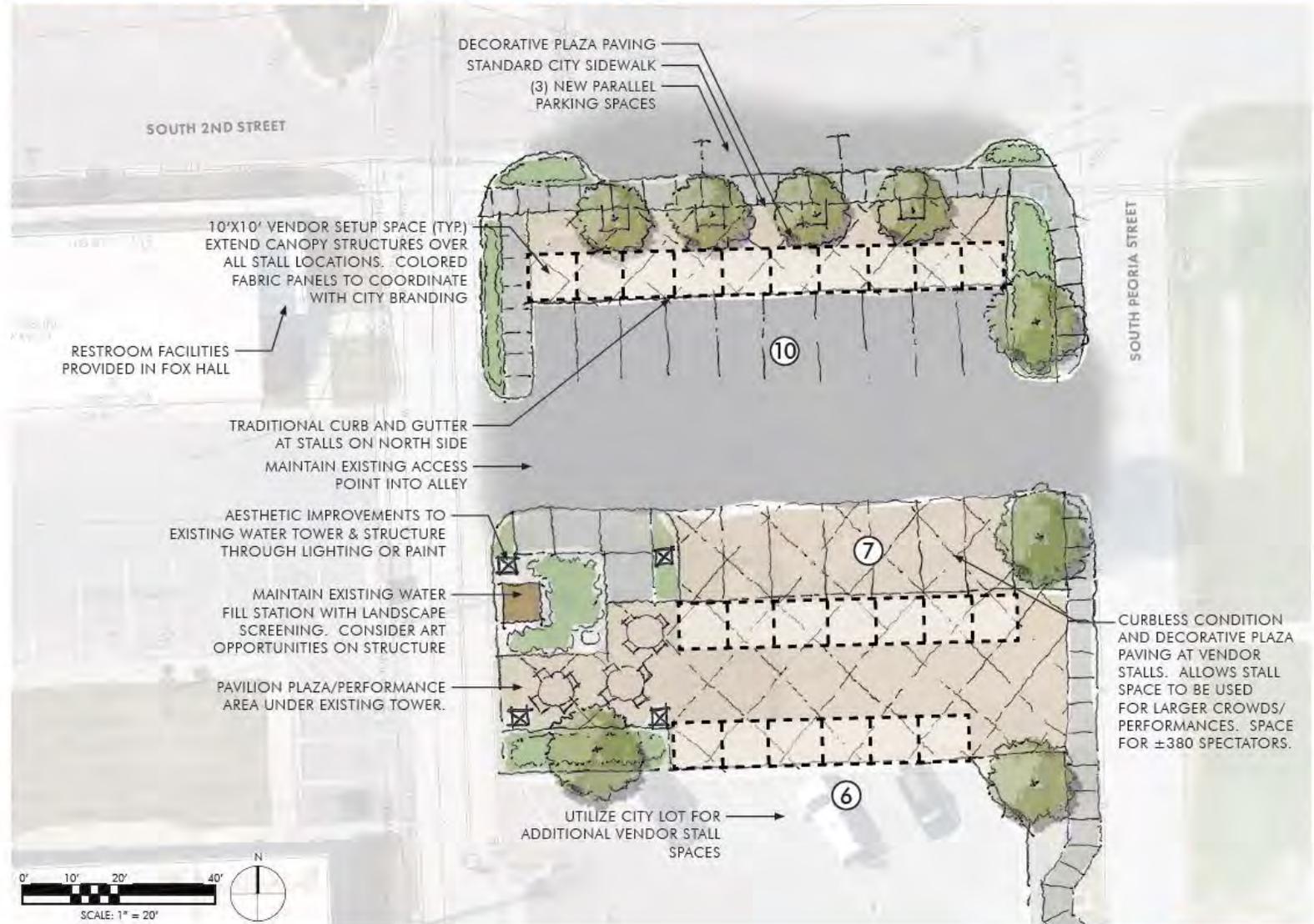
downtown parking needs; however, a formal parking management plan has not been compiled. If additional businesses look to locate in downtown Louisburg, a formal plan may be needed at that time.

Financial Consideration: None.

Legal Consideration: None.

Recommendation: Discuss as desired and direct accordingly.

WATER TOWER DOWNTOWN PAVILION & PLAZA CONCEPT PLAN



Memo

To: Louisburg Governing Body

From: Nathan Law

Date: January 13, 2022

Re: Sidewalk on Commercial Property

Background: At the previous meeting Council asked for possible pay-back timeframe for various levels of cost-share on a sidewalk adjacent to new commercial construction. The following considerations and assumptions are presented as staff's response.

Return on cost share will depend on commercial property valuation, what percentage the City will reimburse (25% or 50%), and based on size and distance of a commercial property.

Estimated cost for 5' sidewalk at 570' length and \$16/SF - \$45,600. For 445' length - \$35,600.

If assume an appraised value of improved commercial property at \$1,000,000 at the commercial assessment rate of 25%, the assessed value is \$250,000. City of Louisburg mill rate is 32.439 mills (approximately 24% of total mills), and currently results in an annual property tax of \$9.60 from agricultural use property. At the new assessed valuation, the annual City property tax would be approximately \$8,109.75. That is an increase of \$8,100.15.

With the assumed \$8,100.15 increase in property tax revenue, a cost share of 50% would be reimbursed over three tax years. A cost share of 25% by the City would be reimbursed over two tax years.

Financial: Included above.

Legal: ADA guidelines for path of travel calls for a passing space at intervals of 200 feet maximum when the route width is less than 60" (5' wide).

Recommendation: Discuss as desired and direct staff accordingly.

Memo

To: Louisburg Governing Body

From: Nathan Law

Date: January 13, 2022

Re: City-Owned Property Sale

Background: Last month Council approved negotiations for the sale of a portion of City-owned property near the southeast corner of Amity/K68 and S. Metcalf. City attorney and staff worked to produce the attached draft contract for such consideration. The draft contract was submitted to CBC Real Estate Group for review and return consideration. The attached contract reflects all negotiated aspects and is returned for Council review and consideration.

Financial: No additional consideration.

Legal: This is a contractual arrangement with expectations of both buyer and seller. There is additional time built into the contract for consideration of property inspection, possible extension of time, earnest money to be deposited, etc.

Recommendation: Discuss draft contract for sale of a portion of City-owned property and take action accordingly.

Direct mayor to sign contract.

COMMERCIAL REAL ESTATE SALE CONTRACT

1. **PARTIES:** This contract ("Contract") is made by The City of Louisburg, Kansas, a Kansas incorporated municipality (Seller), and CBC DT LLC, or its assigns (Buyer), and is effective as of the date of acceptance on the signature page of this Contract by both parties (the "Effective Date").
2. **PROPERTY:** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, that certain unimproved real estate near the southeast corner of K-68/Amity and S. Metcalf in Louisburg, Miami County, Kansas as described on **Exhibit A** consisting of approximately 40,510 sq. ft.; subject, however, to the Permitted Exceptions (as described in Sections 6 and 7 below), zoning ordinances and laws, taxes and assessments not yet due and payable, and other covenants and restrictions affecting such property as approved by Buyer (the "Property"). An exact legal description and the Net Acreage of the Property shall be provided by the Survey as provided in Section 7 below.
3. **PURCHASE PRICE:** The purchase price for the Property shall be determined prior to the Closing (as defined in Section 4 below) by multiplying the number of Net Square Feet of the Property by a per square foot rate of approximately Seven Dollars and Sixty-Five Cents (\$7.65). On the basis of the estimated 40,510 square feet of the Property, the purchase price of the Property is Three Hundred Ten Thousand Dollars and Zero Cents (\$310,000.00). Buyer agrees to pay an earnest money deposit in the amount of \$15,000.00 within three (3) business days after the Effective Date and Buyer is provided with a fully executed copy of this Contract (the "Earnest Money") which is to be deposited with **Chicago Title Insurance Company, 6700 College Blvd., Suite 300, Overland Park, Kansas 66211** ("Title Company"). Buyer shall pay the balance of the purchase price, determined as provided above, in guaranteed funds or cashier's check at Closing (as defined in this Contract), adjusted at Closing for prorations, closing costs and other agreed expenses.
4. **CLOSING DATE:** Subject to all the provisions of this Contract, the closing of this Contract (the "Closing") shall take place at the offices of The City of Louisburg, 215 S. Broadway, Kansas, on or before thirty (30) days following expiration of the Inspection Period and satisfaction of the "Additional Conditions" described in Section 14 below ("Closing Date").
5. **REAL ESTATE TAXES:** Because this property is not currently on the tax rolls, no proration of taxes is required.
6. **TITLE INSURANCE:** As a condition of closing, Buyer shall be provided with an owner's ALTA title insurance policy insuring marketable fee simple title to Buyer in the amount of the purchase price as of the time and date of recordation of Seller's special warranty deed, subject only to the Permitted Exceptions (as defined below). Seller and Buyer shall each pay one-half of the premium for the owner's policy, but Buyer shall be responsible for the cost of any endorsements to the title policy. Buyer shall order, at

Buyer's expense, a current preliminary commitment to issue the policy (the "Title Commitment"), issued through the Title Company accompanied by all documents noted as exceptions in the Title Commitment (the "Exception Documents"). Buyer shall have until expiration of the Inspection Period to notify Seller in writing of any objections Buyer has to any matters shown or referred to in the Title Commitment. Any matters which are set forth in the Title Commitment and to which Buyer does not object prior to expiration of the Inspection Period shall be permitted exceptions to the status of Seller's title to the Property (the "Permitted Exceptions"). Seller shall have until Closing to cure such objections. If Seller does not cure any such objection made by Buyer prior to Closing, then Buyer may terminate this Contract by delivery of written notice of such termination to Seller, in which event the Earnest Money shall be returned to Buyer. Buyer's failure to terminate this Contract as so provided shall be deemed a waiver of any uncured matter so objected to by Buyer and each such matter shall thereafter be a Permitted Exception. In no event shall Seller's failure or inability to cure any matter objected to by Buyer be deemed a default by Seller under this Contract.

7. **SURVEY:** Buyer, at Buyer's sole expense, may obtain a survey of the Property prepared and certified to Buyer, Seller and the Title Company, by a surveyor licensed in the state of Kansas and mutually agreed upon by Buyer and Seller. The certificate of survey shall be in accordance with the Minimum Standard Detail requirements for ALTA/ACSM Land Title Surveys, shall contain a legal description of the Property and shall identify the boundaries of the Property, the dimensions thereof, the Net Square Footage of the Property, the location and dimensions of any improvements on the Property, the location and dimensions of all easements, rights-of-way, driveways, roads, power lines, underground utility lines, fences and encroachments on the Property which are of record or are observable from a visual inspection of the Property, and access to public roads or rights-of-way. The certificate of survey shall further certify that no part of the Property lies within a designated flood plain or flood hazard area. Buyer shall have until expiration of the Inspection Period to notify Seller in writing of any objection to a matter shown therein which affects or could affect the Property or Buyer's intended use of the Property. Seller shall have until Closing to cure such objections. If Seller fails to correct any such matter to Buyer's reasonable satisfaction prior to Closing, Buyer shall have the right to terminate the Contract by written notice given to Seller, in which event the Earnest Money shall be refunded to Buyer. Buyer's failure to terminate this Contract as so provided shall be deemed a waiver of any uncured matter so objected to by Buyer and each such matter shall thereafter be a Permitted Exception. In no event shall Seller's failure to cure any matter objected to by Buyer be deemed a default by Seller under this Contract.

The term "Net Square Footage of the Property" shall mean the surveyor's certification of the number of square feet included within the Property, excluding that portion of the Property contained within the boundaries of any public right of way.

8. **INSPECTIONS:** Seller shall grant Buyer the right to enter the Property, together with its employees, agents, contractors and materials for a period of ninety (90) days after the

receipt of the Title Commitment (“Inspection Period”), to make a physical inspection of the Property, including subsurface tests, test borings, water survey, percolation tests, topographical survey, sewage disposal survey, drainage determinations and environmental site assessments. In the event Buyer has not received its governmental approvals prior to expiration of the Inspection Period, Buyer may extend the Inspection Period for an additional thirty (30) days by delivering written notice to Seller prior to expiration of the initial Inspection Period and depositing an additional earnest money deposit of \$5,000.00 (“Additional Earnest Money”) with the Title Company, at which time the entire \$20,000.00 Earnest Money shall be non-refundable, subject to Seller’s compliance with this Contract. The Additional Earnest Money is applicable to the Purchase Price.

In the event Buyer or its employees, agents or contractors enter upon the Property, Buyer will indemnify and hold Seller harmless from any and all claims for liability and expense (including reasonable attorneys' fees) for bodily injury or property damage which may be asserted against or incurred by Seller by reason of injury by or to the property, to Buyer, its agents, employees, contractors or third-party entities or individuals asserting such liability. The Buyer's obligations, indemnifications and hold harmless obligation shall be deemed to survive the closing.

Within five (5) days after the Effective Date, Seller shall deliver to Buyer copies of any soil, geotechnical and engineering reports, site plans, surveys, environmental studies, and any unrecorded documents or agreements which affect or are binding upon the Property (“Seller’s Documents”).

9. **BUYER'S CONDITIONS PRECEDENT- INSPECTION PERIOD:** The Buyer's obligation to purchase the Property and pay the purchase price therefor shall be expressly conditioned upon Buyer satisfying itself within the Inspection Period, in its sole and absolute discretion, that the following conditions precedent have been satisfied:

a. Seller’s Obligations, Warranties and Covenants. That the Buyer shall have satisfied itself that the Seller has fully complied with all of the Seller’s obligations, warranties and covenants set forth in Section 13 below.

b. Inspections. That the Buyer has satisfied itself that the results of any inspections, testing or audits that it may conduct on the property pursuant to Section 8 above are satisfactory, in all respects, to the Buyer.

Buyer may terminate this Contract for any or no reason by delivering written notice to Seller prior to expiration of the initial 90-day Inspection Period, at which time the Earnest Money shall be returned to Buyer and both parties shall be released of any further obligations under this Contract.

10. **REPRESENTATIONS:** Buyer acknowledges that neither Seller nor any party on Seller's behalf has made, nor do they hereby make, any representation as to the past,

present or future condition, income, expenses, operation or any other matter or thing affecting or relating to the Property except as expressly set forth in this Contract.

11. **REAL ESTATE BROKER:** No real estate brokers are involved in this transaction on behalf of Seller. The principals of Buyer are real estate brokers licensed in the State of Missouri.

12. **DELIVERY OF DEED; PAYMENT; DISBURSEMENT OF PROCEEDS:** At or before Closing, Seller agrees to properly execute and deliver into escrow a special warranty deed for the Property in a form reasonably acceptable to Buyer, and all other documents reasonably necessary to complete the Closing. The special warranty deed shall convey to Buyer marketable fee simple title to the Property, free and clear of all liens and encumbrances, other than the Permitted Exceptions, zoning ordinances, laws, and taxes and assessments, not yet due and payable. At or before the Closing, Buyer agrees to deliver into escrow a cashier's check or guaranteed funds sufficient to satisfy Buyer's obligations under this Contract. Seller understands that, unless otherwise agreed, disbursement of proceeds will not be made until after the Title Company has confirmed that the special warranty deed will be timely recorded, and the Title Company can issue the title policy with only the Permitted Exceptions.

Notwithstanding the remaining terms and conditions of this Contract, Buyer's obligation to close the purchase of the Property upon the terms provided in this Contract is conditioned upon Buyer's satisfaction on or prior to the date of Closing of each of the Conditions described in Section 14 below. If any such Condition is not met on the date of Closing, Buyer may terminate this Contract by delivery of written notice of such termination to Seller not later than the date of Closing, in which event the Earnest Money shall be returned to Buyer. Buyer's failure to terminate this Contract as so provided shall be deemed a waiver of any such Condition not satisfied on the date of Closing. In no event shall Seller's failure to satisfy any such Condition be deemed a default by Seller under this Contract.

13. **SELLER'S WARRANTIES AND COVENANTS:** Seller warrants, represents, and covenants to Buyer that the following statements are now, and will at the Closing be, true and accurate:
 - a. Authority. Seller has the authority, right and power to enter into this Contract and to consummate the transactions provided for herein.

 - b. Other Interests. The Property is not subject to any other lease or sublease, nor are there any other tenants or parties in possession thereof or any persons or entities claiming possession or any related rights; and Seller has not granted to anyone any right of first refusal or option (which has not expired or otherwise terminated) to acquire title to the Property or any part thereof or interest therein.

c. Compliance. Seller has received no notice of any failure of the Seller to comply with any applicable governmental requirements in respect to the use, occupation and construction of the Property, including, but not limited to environmental, zoning, platting and other land use requirements which have not been heretofore corrected to the satisfaction of the appropriate governmental authority, and Seller has received no notice of and has no knowledge of any violations or investigations resulting from any such governmental requirement.

d. Utilities. That all utilities are reasonably accessible to the Property and otherwise available for the Buyer's connection and use on the Property.

14. **ADDITIONAL TERMS:** The parties further agree as follows:

a. Buyer shall have one (1) year from the date of real estate closing to substantially complete construction of its intended retail building improvements on the Property and be ready for a certificate of occupancy. Should Buyer not fulfill this condition, Seller shall have the right to repurchase the ground from the Buyer at the original purchase price provided within this Contract. Should this event occur, the Buyer would not be reimbursed for any expenses incurred during that one (1) year timeframe. The foregoing one-year period shall be extended for any delays caused by failure to obtain governmental approvals, force majeure events (such as unusual weather), or government-mandated business closure due to public health crisis or pandemic.

b. Buyer shall not be obligated to close on this Contract unless and until the following "Additional Conditions" have been satisfied by the Closing Date:

- (i) Buyer has caused the Property to be subdivided and platted as a separate tax parcel, if necessary. Buyer is responsible for the cost of subdividing and platting.
- (ii) Buyer has obtained all necessary governmental approvals, zoning, and permits to construct the improvements and signage for its intended use.

c. In the event Buyer desires to sell the Property after completion of the improvements and Tenant has commenced rent payments, Buyer shall notify Seller in writing of Buyer's intent to sell the Property and the purchase price and terms upon which Buyer will offer the Property in the open market, providing the Seller a Right of First Offer ("ROFO"). Seller shall have forty-five (45) days from receipt of the ROFO to respond in writing whether Seller intends to accept such ROFO at the purchase price offered by Buyer or to deliver Buyer an offer at a different purchase price supported by a written appraisal from a commercial appraiser licensed in the State of Kansas. If Seller accepts the ROFO at the offered purchase price within such 45-day period, the parties shall enter into a contract and Seller shall have 45 days after the date it notifies Buyer of the accepted offer to close

on the purchase. If Seller offers Buyer the new purchase price supported by the appraisal, Buyer shall have seven (7) business days to notify Seller that Buyer either accepts such new purchase price (in which case the parties shall execute a contract and close within 45 days of Buyer's notice), or Buyer may obtain a separate appraisal and deliver the appraisal to Seller within twenty-one (21) days. If the parties cannot agree on a purchase price within ten (10) days after Seller's delivery of its separate appraisal, the two appraisers shall select a third-party neutral appraiser to determine the purchase price (which shall not be less than the lowest appraisal nor higher the highest appraisal) and the parties shall close on the sale within forty-five (45) days of receipt of the third appraisal. Each party shall pay for their own appraisal and if the third appraisal is obtained, each party shall pay one-half of such third appraisal. If Seller does not respond to the ROFO notice within the 45-day period or rejects the ROFO, Seller shall be deemed to have rejected the ROFO forever and the ROFO shall expire and be null and void.

15. **RECORDING AND CLOSING COSTS:** Buyer shall pay for the cost to record the deed and the Title Company's escrow fee.
16. **CASUALTY; CONDEMNATION; CHANGE OF CONDITION:** If before Closing all or any part of the Property is taken by eminent domain, or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof, or if all or any part of the Property is materially damaged after the Inspection Period, Seller shall promptly provide written notice to Buyer of any such event. Buyer may reinspect the Property and may, by written notice to Seller within ten (10) days after receiving Seller's notice, terminate this Contract, in which event the Earnest Money shall be returned to Buyer. Unless this Contract is so terminated, it shall remain in full force and effect, and Seller shall at Closing assign and transfer to Buyer all of Seller's right, title, and interest in and to any awards that may be made for any taking and any insurance proceeds payable on account of casualty and allocable to the Property. If a non-material change in condition occurs with respect to the Property, Seller shall remedy such change before Closing. The provisions of this section shall survive Closing or termination of this Contract.
17. **FOREIGN INVESTMENT:** Seller represents that Seller is not a foreign person as described in the Foreign Investment in Real Property Tax Act and agrees to deliver a certificate at Closing to that effect which shall contain Seller's tax identification number.
18. **TERMINATION:** If this Contract is terminated by either party pursuant to a right expressly given in this Contract, except as otherwise provided in this Contract, Buyer shall be entitled to an immediate return of the Earnest Money and neither party shall have any further rights or obligations under this Contract except as otherwise stated in this Contract.
19. **DEFAULT AND REMEDIES:** Seller or Buyer shall be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any

time limits required by this Contract. Following a default by either Seller or Buyer under this Contract, the other party shall have the following remedies:

If Seller defaults, Buyer may, as Buyer's sole remedies, (i) specifically enforce this Contract, or (ii) terminate this Contract by written notice to Seller and, if so terminated, shall be entitled to a refund of the Earnest Money paid hereunder.

If Buyer defaults, Seller may terminate this Contract by written notice to Buyer and retain the Earnest Money as liquidated damages as Seller's sole remedy (the parties recognizing that it would be extremely difficult to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money represents as fair an approximation of such actual damages as the parties can now determine); provided, however, that Seller's retention of the Earnest Money as liquidated damages shall not limit Seller's rights or discharge Buyer's obligations concerning Buyer's repair of damage to the Property or Buyer's defense and indemnification of Seller as provided under Section 8 above.

If, as a result of a default under this Contract, either Seller or Buyer employs an attorney to enforce its rights, the non-prevailing party shall, unless prohibited by law, reimburse the prevailing party for all reasonable attorneys' fees, court costs and other legal expenses incurred by the non-defaulting party in connection with the default.

20. **DISPOSITION OF EARNEST MONEY AND OTHER FUNDS AND DOCUMENTS:** In the absence of written escrow instructions, and notwithstanding any other terms of this Contract providing for forfeiture or refund of the Earnest Money, the Escrow Agent shall not distribute the Earnest Money or other escrowed funds or documents, once deposited, without the written consent of all parties to this Contract. A party's signature on a closing statement prepared by the Escrow Agent or closing agent shall constitute such consent. In the absence of either written consent or written notice of a dispute, failure by either Buyer or Seller to respond in writing to a certified letter from the Escrow Agent within fifteen (15) days of receipt, or failure by either Buyer or Seller to make written demand upon the other party and upon the Escrow Agent for return or forfeiture of the Earnest Money, other escrowed funds or documents within sixty (60) days after receiving written notice of cancellation of this Contract, shall constitute consent to distribution of all funds and documents deposited with the Escrow Agent as suggested in any such certified letter or written demand.

If a dispute arises over the disposition of funds or documents deposited with the Escrow Agent that results in litigation, any attorneys' fees, court costs and other legal expenses incurred by the Escrow Agent in connection with such dispute shall be reimbursed from the Earnest Money or from other funds deposited with the Escrow Agent.

21. **ENTIRE AGREEMENT AND MANNER OF MODIFICATION:** This Contract, and each exhibit, attachment, or addendum hereto, each of which are incorporated herein by this reference, constitutes the complete agreement of the parties concerning the Property, supersede all other agreements, whether oral or written, and may be modified only by

changes in this Contract initialed by Seller and Buyer or by a separate written agreement executed by Seller and Buyer and specifically referencing this Contract.

22. **NOTICES:** All notices, consents, approvals, requests, waivers, objections, or other communications (collectively "notices") required under this Contract (except notice given pursuant to Section 21 of this Contract) shall be in writing and shall be served by (a) hand delivery, (b) by prepaid United States certified mail, return receipt requested, (c) electronic mail, or (d) reputable overnight delivery service guaranteeing next-day delivery and providing a receipt. All notices shall be addressed to the parties at their respective addresses as set forth below, except that any party may, by notice in the manner provided above, change its address for all subsequent notices. Notices shall be deemed served and received upon the earlier of the third day following the date of mailing (in the case of notices mailed by certified mail) or upon delivery (in all other cases). A party's failure or refusal to accept service of a notice shall constitute delivery of the notice.

SELLER
Traci Storey, City Clerk
City of Louisburg, Kansas
200 S. Broadway St.
Louisburg, KS 66053
E-mail: tstorey@louisburgkansas.gov

BUYER
CBC DT LLC
4706 Broadway, Suite 240
Kansas City, Missouri 64112
Attn: Mike Belew
E-mail: mbelew@cbcrealestategroup.com

23. **MISCELLANEOUS PROVISIONS:**

a. Binding Effect. This Contract shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors and assigns.

b. Business Day. If any date of performance hereunder falls on a Saturday, Sunday or legal holiday, such date of performance shall be deferred to the next day which is not a Saturday, Sunday, or legal holiday.

c. Severability. In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision is severed and deleted from this Contract.

d. Counterparts. This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument. This Contract may be delivered by facsimile transaction or by scanned email transmission. This Contract shall be considered to have been executed by a person if there exists a photocopy, facsimile copy, or a photocopy of a facsimile copy of an original hereof or of a counterpart hereof which has been signed by such person. Any photocopy, facsimile copy, or photocopy of facsimile copy of this

Contract or a counterpart hereof shall be admissible into evidence in any proceeding as though the same were an original.

e. Governing Law. This contract shall be interpreted and enforced according to the laws of the State of Kansas and shall be construed without regard to any presumption or rule requiring construction against the party causing the instrument to be drafted.

TIME AND EXACT PERFORMANCE ARE OF THE ESSENCE UNDER THIS CONTRACT.

IN WITNESS WHEREOF, Seller and Buyer execute this Contract on the date(s) indicated by their respective signatures.

"Seller"

The City of Louisburg, Kansas

**By: _____
Donna Cook, Mayor (Date)**

"Buyer"

CBC DT LLC

**By: _____
Print name: _____ (Date)
Title: Manager**

Exhibit "A"

**Part of the _____ Quarter of Section __, Township __, Range __,
Louisburg, Miami County, Kansas described as follows:**

To be determined in Title Commitment.



To: Louisburg Governing Body

From: City Staff

Date: January 13, 2022

Re: Downtown Commercial Renovation Program

Background: At the last meeting, staff noted possible interest by Council of a program that would assist with interior commercial renovation, possibly like FLIP's exterior program. What follows are possible considerations for such a program.

Under this program, business owners could qualify for a one-time annual grant up to \$2,500 to offset the cost to upgrade a commercial building's electrical or plumbing, replace exterior windows not located on the front of the building's façade (an allowed use in FLIP), life safety repairs including ingress/egress, fire/smoke/carbon monoxide detectors and sprinklers, or make handicap accessibility improvements.

Like the first year for other programs, this would target the Broadway Improvement District that includes those businesses located in the Historic Downtown District. For this program the area could be slightly expanded and be defined as the half block north of Amity St. south to include the half block south of S. Third St. and from Peoria to Mulberry. Council would have the discretion to continue the program in future years and potentially expand the applicable area.

These repairs require a building permit application, and that process would include a separate application for this program. As with FLIP, staff would approve, track, and submit reimbursement for these improvements after receiving qualifying documentation. This program would be offered on a first-come, first-served basis until that year's funding is depleted.

Financial Consideration: The area proposed includes 19 properties currently used for commercial businesses. If every commercial building qualified for full funding, that would require \$47,500 be allocated to this program each year. A lesser program funding pool would limit the number of approvals each year. Current FLIP program funding is set at \$15,000

Legal Consideration: This may be established as a program by resolution or by Council action.

Recommendation: Council should discuss the commercial renovation program, and if desired determine a dollar amount for the program and any other program guidance.



To: Louisburg Governing Body

From: City Staff

Date: January 13, 2022

Re: Making Louisburg Bright

Background: At a previous meeting, Council asked Staff to provide information to consider incentives to assist business owners in making improvements to the building interior. This program would be similar to the current FLIP, which assists business owners in making improvements to the outside of their buildings.

Staff is proposing the MLB, Making Louisburg Bright, program that would offer a 50 percent matching grant not to exceed \$5,000 that would be used to offset engineering costs. The program would target the Broadway Improvement District that includes those businesses located in the historic Downtown District. For this program this area is defined as the half block north of Amity St. south to include the half block south of S. Third St. and from Peoria to Mulberry. In this first year, the program would target the downtown area with the goal it encourages use of the vacant storefronts. The Council would have the discretion to continue the program in future years and potentially expand the target area.

Staff recognizes that many of the buildings in the downtown are older and may require specialized engineering reviews before undertaking a rehabilitation in addition to required plan sets. Some of these reviews may be required by the International Building Code prior to obtaining a permit. Some structures may require more extensive reviews than others, and these reviews can add \$2,000 or more to a project. MLB offers a significant monetary savings to encourage rehabilitation of buildings for new uses.

After being vacant for a number of years, a few properties in the historic downtown have new owners that have just recently begun renovations. To allow these properties to take advantage of this program, Staff would encourage Council to consider a retroactive date of Aug. 1, 2021, for applications.

The program name, MLB, is a reflection of the Bright Future comprehensive plan. Business owners interested in this program would fill out an application that Staff would approve, track, and submit reimbursement for these improvements after receiving qualifying documentation. This program would be offered on a first-come, first-served basis until that year's funding is depleted.

Financial Consideration: The area proposed includes six properties that either are currently vacant or have been within the timeframe discussed above. If every commercial building qualified for full funding, that would require \$30,000 be allocated to this program in the first year. A lesser program funding pool would limit the number of approvals. Current FLIP program funding is set at \$15,000.

Legal Consideration: This may be established as a program by resolution or by Council action.

Recommendation: Council discuss the program concept, and if desired determine a dollar amount for the program and any other program guidance.

Memo

To: Louisburg Governing Body

From: Nathan Law

Date: January 13, 2022

Re: International Existing Building Code

Background: With recent discussions regarding potential commercial building renovations, the City of Louisburg building inspector noted purpose of the International Existing Building Code (IEBC) and its purpose to govern the repair, alteration, change of occupancy, addition and relocation of existing buildings. This code addresses the points at which various types of building renovations trigger varying requirements to update all aspects of the project type or the entire building to existing code requirements. Such differences may otherwise change the scope of a proposed project from renovation to a complete overhaul.

Currently a commercial change of use or ownership form will require the local inspector to review a commercial building and make note of items that do not meet existing building codes. Life safety issues will be noted to be corrected before the building will be allowed for use, all other items are noted for addressing in the future when deemed appropriate by the building owner. The incorporation of this code will serve to solidify the degrees of renovation work to existing buildings when a building permit application is processed.

Financial: Publication cost for the attached ordinance and purchase cost for the required copies of the IEBC code book.

Legal: None.

Recommendation: Discuss the ordinance and direct staff accordingly.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LOUISBURG, KANSAS, ADOPTING THE 2018 EDITION OF THE INTERNATIONAL EXISTING BUILDING CODE (IEBC)

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

SECTION 1. That a certain document, three (3) copies of which are on file in the Building & Zoning office of the City of Louisburg, Kansas, being marked and designated as the IEBC, 2018 Edition is hereby adopted as the IEBC of Louisburg in the State of Kansas, regulating and governing the repair, alteration, change of occupancy, addition and relocation of existing buildings including historic buildings; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said IEBC on file at the office of the City of Louisburg, Kansas, are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

SECTION 2. The following sections are hereby revised: None

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

SECTION 4. All other ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

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

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

PASSED and approved by the Governing Body, this 18th day of January 2022.

Donna Cook, Mayor

ATTEST:

Traci Storey, City Clerk

(seal)