

City of Eudora Modified Public Meeting Procedure

The City of Eudora will hold a City Commission meeting on Monday, October 12, 2020 beginning at 7:00 pm. Due to the concerns of spread of COVID-19, the City Commission meeting will be held at City Hall but some city commissioners may participate remotely. To meet the spirit and intent of the Kansas Open Meetings Act (KOMA), anyone can listen to the meeting live via a conference call. This access can be gained as follows:

Dial-in number (US): (701) 802-5407

Access code: 7548666#

Members of the City Commission, presenters, or staff will identify themselves when speaking so that everyone will know who is speaking at the time.

**EUDORA CITY COMMISSION
MEETING AGENDA
October 12, 2020
Eudora City Office
4 East 7th Street Eudora, Kansas
7:00 P.M.**

Mayor: Tim Reazin

Vice Mayor: Ruth Hughs

City Commissioners: Jolene Born, Roberta Lehmann & Tim Bruce

- I. CALL TO ORDER Roll Call Pledge of Allegiance**

- II. CHANGES OR ADDITIONS TO AGENDA – Approve agenda**

- III. CONSENT ITEMS**
 - A. Consider minutes of September 28, 2020 Eudora City Commission meeting**
 - B. Consider warrants against the City of Eudora**
 - C. Consider September Police Department report**
 - D. Consider September Fire Department report**

PUBLIC COMMENTS: Please state name and address prior to addressing the Governing Body. Public comments are limited to 5 minutes per speaker.

- IV. BUSINESS ITEMS**
 - A. Consider request to be placed on the agenda by Douglas Buchanan**
 - B. Consider Real Estate Sale Contract to acquire 1504 Elm Street property**
 - C. Recognize Renee Davis for 15 years of service**
 - D. Consider creation of CARES Act Funding programs**
 - i. Small Business Assistance**
 - ii. Utility Assistance**

- V. Mayor & City Commission comments**

- VI. City Manager & staff comments**

- VII. WORK SESSION**
 - A. Downtown grant program revisions**

- VIII. EXECUTIVE SESSION**
 - A. Non-elected personnel**

- IX. Adjournment**

As a courtesy, please silence all cell phones while the City Commission meeting is in session.

Eudora City Commission Meeting
City Hall – 4 E. 7th Street
Eudora, Kansas
September 28, 2020
7:00 pm

Call to Order

Mayor Tim Reazin

Vice Mayor Ruth Hughs Attended remotely

Commissioner Jolene Born Attended remotely

Commissioner Roberta Lehmann Attended remotely

Commissioner Tim Bruce Attended remotely

Quorum noted.

Pledge of Allegiance was recited.

Changes or additions to agenda

Mayor Reazin requested the removal of the Executive Session for non-elected personnel, add the Consideration of a Real Estate Purchase Agreement between the City of Eudora and Legacy Group, LLC as Business Item A., move the consideration of Resolution 2020-10 authorizing and directing the issuance, sale and delivery of taxable GO temporary notes, Series 2020-A to Business Item B., add Business Item C. Consider Construction Manager-at-Risk contract with Amino Brothers, move Business Item B., the consideration of a contract with Governmental Assistance Services for 714 Main Street to Item D., and retitle it to Consider a grant agreement with the State of Kansas Department of Commerce and the City of Eudora for 714 Main Street.

Vice Mayor Hughs moved the City Commission approve the agenda with noted changes, motion seconded by Mayor Reazin, all ayes, motion carried, 5-0.

Consent agenda items

- A. Consider minutes of September 14, 2020 Eudora City Commission meeting
- B. Consider minutes of September 21, 2020 Eudora City Commission special meeting
- C. Consider warrants against the City of Eudora
- D. Consider agreement for 2020 Audit Services: Gordon CPA, LLC

Mayor Reazin moved the City Commission approve the consent items, motion seconded by Vice Mayor Hughs, all ayes, motion carried, 5-0.

Public comments

Public comments were invited and none were heard or submitted.

Business Items

A. Consider Real Estate Purchase Agreement between the City of Eudora and Legacy Group, LLC
City Manager Barack Matite stated the Nottingham Development team has been working diligently on retail recruitment and have working with Legacy Group, LLC who are franchisees for Wendy's. Both parties were able to agree on real estate terms for Pad #4 at the Nottingham Development. Matite added, David Waters City Attorney was present to review the agreement and answer any questions.

Waters provided an overview of the purchase agreement to the Commission including the purchase price of \$520,000 dollars, with a down payment of \$190,000 and seven annual payments for the remaining balance.

Waters cautioned of termination rights in the agreement with no guarantee the transaction will close. He also noted a use restriction for 20 years on the Nottingham property for any business that would be a direct competitor to Wendy's that sells hamburgers and they meet or exceed 25% of the gross annual sales of the business.

Commissioner Bruce asked where the City would fall if Legacy Group, LLC defaulted. Waters stated this would not be a secured mortgage, so the City would be an unsecured creditor and would have to sue for breach of contract to try to collect on the note. Commissioner Hughs asked if Waters felt it was a good idea to be an unsecured creditor. Waters stated yes, there is risk to the city as an unsecured creditor.

Commissioner Bruce asked if the City had rights to back out of the deal during the due diligence period. Waters stated no. He added there are other provisions in terms of closing, but there is no termination right for the City.

Mayor Reazin moved the City Commission approve the Real Estate Purchase Agreement between the City and Legacy Restaurant Group, LLC and authorize Mayor Reazin to execute the agreement, motion seconded by Commissioner Born, all ayes, motion carried, 5-0.

- B. Consider Resolution 2020-10 authorizing and directing the issuance, sale and delivery of taxable GO temporary notes, Series 2020-A

Jack Ryan-Feldman with Baker Tilly, the City's municipal advisors, stated bids took place at 10:00am. There were five bids received and the winner was Commerce Bank, with a true interest cost basis of 0.63 percent with a final maturity of September 1, 2024 but is callable after September 1, 2021.

Vice Mayor Hughs moved the City Commission approve Resolution 2020-10 authorizing and directing the issuance, sale and delivery of taxable general obligation temporary notes, Series 2020- A as discussed with the City's municipal advisors, and hereby authorize the Mayor to sign said resolution, motion seconded by Commissioner Lehmann, all ayes, motion carried, 5-0.

- C. Consider Construction Manager-at-Risk contract with Amino Brothers

City Manager Matite stated since the last meeting staff and city attorney, David Waters have been working on the CMAR agreement.

David Waters gave an overview of the agreement. He noted this agreement is in two parts, one for the Nottingham project and one for the Church Street project. He noted in a normal CMAR agreement there is a construction manager and designer, or engineer and payment is done for preconstruction services, to facility design and then the contractor presents a guaranteed maximum price proposal for the project. Waters noted most of the design work for Nottingham is complete and no preconstruction services will be needed so there is no fee for the preconstruction of Nottingham in the contract.

Waters stated this contract does not constitute acceptance of a maximum price proposal but does bind the City to the process to move forward and the \$10,000.00 for preconstruction services for the Church Street project.

Matite stated the City had received the lump sum amount and asked if the Commission could make a motion to approve the guaranteed maximum price proposal. Waters stated he had not seen the document, but if the Commission wanted to move on the item they could.

Mayor Reazin moved the City Commission approve the Construction Manager-at-Risk contract with Amino Brothers Co. Inc. and authorize Mayor Reazin to execute the contract and associated documents, motion seconded by Commissioner Lehmann, all ayes, motion carried, 5-0.

Mayor Reazin moved the City Commission authorized Mayor Reazin and the City Manager to approve the maximum price proposal for the Nottingham project, subject to Mayor Reazin and the City Manager finalizing proper form of guaranteed maximum price including schedule for the work, motion seconded by Commissioner Lehmann, all ayes, motion carried, 5-0.

D. Consider grant agreement with the State of Kansas Department of Commerce and the City of Eudora for 714 Main Street

Jeffery Rhodes, Management Analyst, provided a brief overview of the contract to be considered for the 714 Main Street renovation project. Rhoades introduced Brett Waggoner who will act as the grant administrator for the project.

Rhodes noted that the original packet that was sent out, the matching funds agreement had Clay Center listed at the top of the document, but a corrected one was produced and provided to the commission.

Mayor Reazin asked if there was a timeline for competition in the contract. Rhoades stated the contract began on September 15, 2020 and must be closed by September 14, 2022.

Mayor Reazin moved the City Commission approve the respective contract and agreements for the Community Development Block Grant (CDBG) commercial renovation project for the building located at 714 Main St. and authorize Mayor Reazin to execute the documents, motion seconded by Commissioner Born, all ayes, motion carried, 5-0.

Mayor and City Commission Comments

Mayor Reazin thanked staff for the great communication trying to be ahead of items with the citizens. Reazin asked Commissioners to think over the possibility to sell the old public safety building for a business that does not fall in the long-term vision. He added that a contractor type business reached out to him.

The mayor requested to have more communication to the citizens about the need to update email and phone numbers to the utility department.

Commissioner Bruce – No comment.

Vice Mayor Hughs was excited on the issuance of the Series 2020-A bond to allow the city to move forward on the Nottingham and Church Street Projects.

Commissioner Born – No comment.

Commissioner Lehmann – No comment.

City Manager and Staff Comments

City Manager Barack Matite thanked staff for hard work on getting Casey's completed and a notice to close has been received. He added staff is working on Modern Manufacturing now to get them moving as well.

City Management Analyst Jeff Rhodes commented on Tuesday of last week the CARES act contract was signed and hope to have funds by Thursday. Small business and utility assistance programs will be presented at the next meeting.

Director of Public Works Branden Boyd commented punch list items are being completed on 8th and 9th and Church Street along with Peach Street. They are hoping to open Church Street within a week or so. He added Blue Jacket trail will be getting paved soon as well.

Police Chief Wes Lovett – No comment.

Fire Chief Ken Keiter – No comment.

Parks & Recreation Director Sally Pennington thanked Public Works for the help at the Wakarusa River boat ramp project with Friends of the Kaw. The Kaw River tire cleanup will take place on October 10th. Pennington announced Eudora Parks and Recreation Foundation will be assisting with most of the cost for the QR fit trail at Blue Jacket Park.

Th pool is draining and tested the water pump to the slide to check for any leak and no issue was found.

City Clerk Pam Schmeck – No comment.

Mayor Reazin moved to adjourn, motion seconded by Commissioner Bruce, all ayes, motion carried, 5-0.

Meeting adjourned at 8:04 pm.

Tim Reazin, Mayor

Eric Strimple, Billing Specialist



City of Eudora Police Department

Report Date Range: 09/01/2020 to 09/30/2020

Dispatched Calls- Priority Level= 110

INCIDENT TYPE	# INCIDENTS	% of TOTAL
Medicals	32	29.09%
Adult/Child Welfare Checks	13	11.82%
Trespassing	10	9.09%
Accidents	10	9.09%
Alarms	9	8.18%
Suicide Threats	7	6.36%
Other	29	26.36%
TOTAL	110	100.00%

Dispatched Calls- Non-Priority= 144

INCIDENT TYPE	# INCIDENTS	% of TOTAL
Request Speak to Officer	42	29.17%
Animal Calls	18	12.50%
Investigate Vehicle	18	12.50%
Commercial Vehicle Inspection	13	9.03%
Follow-Up Investigations	10	6.94%
Motorist Assist	9	6.25%
Other	34	23.61%
TOTAL	144	100.00%

Self-Initiated Calls/Stops= 179

TYPE	#	
Traffic Stops	114	
Traffic Citations	24	also counts as a traffic stop
Criminal Citations	10	also counts as a traffic stop
Arrests	19	includes warrants served & DUI's
Warrants Served	9	
Attempted Warrants	0	
DUI's	3	
TOTAL	179	

***Total officer interactions for the month of September= 433**

Investigations:

Detective Flick currently has 16 active cases: 4 burglaries, 8 sex crimes, 1 abuse case, 1 rape, 1 auto thefts. 26 cases are pending with the DA's office & court system. Detective Flick has closed 0 cases this month.

Detective Flick has spent time this month assisting Montezuma County, CO with a sex crime case involving a suspect that lives in Eudora.

News & Events:

Other:

Austin Kost has been hired as a police officer and will start the KLETC academy in October.

City of Eudora Fire Department

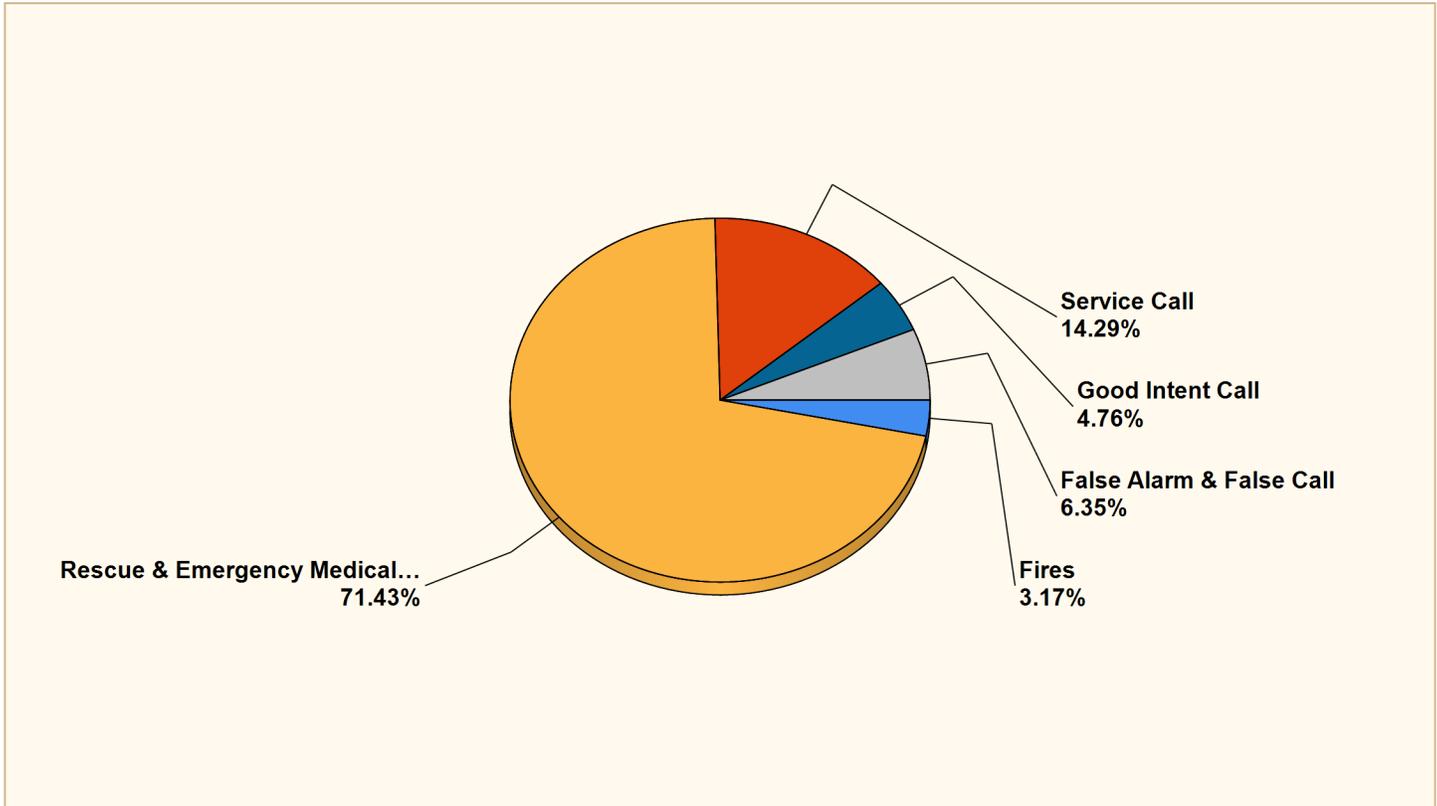
Eudora, KS

This report was generated on 10/2/2020 11:34:15 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 09/01/2020 | End Date: 09/30/2020



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	2	3.17%
Rescue & Emergency Medical Service	45	71.43%
Service Call	9	14.29%
Good Intent Call	3	4.76%
False Alarm & False Call	4	6.35%
TOTAL	63	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
118 - Trash or rubbish fire, contained	1	1.59%
131 - Passenger vehicle fire	1	1.59%
321 - EMS call, excluding vehicle accident with injury	41	65.08%
322 - Motor vehicle accident with injuries	1	1.59%
324 - Motor vehicle accident with no injuries.	1	1.59%
381 - Rescue or EMS standby	2	3.17%
553 - Public service	1	1.59%
554 - Assist invalid	7	11.11%
561 - Unauthorized burning	1	1.59%
611 - Dispatched & cancelled en route	1	1.59%
622 - No incident found on arrival at dispatch address	1	1.59%
651 - Smoke scare, odor of smoke	1	1.59%
733 - Smoke detector activation due to malfunction	1	1.59%
743 - Smoke detector activation, no fire - unintentional	1	1.59%
745 - Alarm system activation, no fire - unintentional	2	3.17%
TOTAL INCIDENTS:	63	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



City of Eudora Fire Department

Eudora, KS

This report was generated on 10/2/2020 11:31:10 AM



Incident Statistics

Start Date: 09/01/2020 | End Date: 09/30/2020

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		45	
FIRE		18	
TOTAL		63	
TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
0	0	0	0
C1201	1	1	1
E1232	1	1	1
M12	1	1	1
S1251	2	6	6
TOTAL	5	9	9
PRE-INCIDENT VALUE		LOSSES	
\$0.00		\$0.00	
CO CHECKS			
TOTAL			
MUTUAL AID			
Aid Type		Total	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
4		6.35	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
City of Eudora Fire Department	0:03:49	0:03:53	
AVERAGE FOR ALL CALLS		0:03:53	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
City of Eudora Fire Department	0:01:23	0:01:35	
AVERAGE FOR ALL CALLS		0:01:27	
AGENCY		AVERAGE TIME ON SCENE (MM:SS)	
City of Eudora Fire Department		20:34	

Only Reviewed Incidents included. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = All patients transported by EMS. # Patient Contacts = # of PCR contacted by apparatus. This report now returns both NEMSIS 2 & 3 data as appropriate. For overlapping calls that span over multiple days, total per month will not equal Total count for year.





Agenda Statement

Date: Monday, October 12, 2020
To: Mayor, Vice-Mayor and City Commissioners
From: Pam Schmeck, City Clerk
Re: Citizen request to be on the agenda

Background

Eudora resident Douglas Buchanan completed and submitted a request to be placed on the agenda for the October 12th City Commission meeting. Mr. Buchanan lives at 1118 Walnut and would like to discuss prohibiting commercial vehicles from parking on residential streets.

His request is included in the packet.

Budget Impact – N/A

City Manager Approval – N/A

Recommended Commission Action

Suggested Motion: None necessary.



Request to be placed on the Eudora City Commission Agenda

Date: 10-1-2020

Name: Douglas L. Buchanan

Or

Company:

Mailing Address: PO Box 493 / 1118 Walnut St.

Phone Number: 785-979-9032

Briefly summarize reason for request:

To create a city ordinance prohibiting commercial vehicles from parking on city residential streets.

Meeting Date Requested: Next 10/12/2020



Agenda Statement

Date: Monday, October 12, 2020
To: Mayor and City Commissioners
From: Barack Matite City Manager
Re: Acquisition of 1504 Elm St. Property

Background

The City has been in conversation with the owner of 1504 Elm St. property about acquiring that property and making it part of the Nottingham redevelopment project. After several months of discussion with the owner's real estate representative, Christel Torneden, we agreed on a price for the property and are ready to proceed with the acquisition. Attached to this agenda statement is the real estate sale contract for your consideration and approval. The agreed upon price for the property is \$225,000.

As previously discussed, once the property is acquired, the City will demolish the house and make the property part of the Nottingham Center development.

Staff recommends approving the real estate seal contract.

Budget Impact - N/A

City Manager Approval - N/A

Recommended Commission Action

Suggested Motion: I move the City Commission approve the real estate sale contract to acquire 1504 Elm St. and authorize Mayor Reazin to sign the said contract and associated documents that pertain to the real estate transaction.



RESIDENTIAL REAL ESTATE SALE CONTRACT

1 **THIS CONTRACT is made between:** (Print names and **INDICATE MARITAL STATUS OF PARTIES.** If Seller name
2 is not completed, Licensee Assisting Seller to insert Seller name prior to presentation to Seller.)
3

4 **SELLER:** _____ Marites J. Gianan _____
5

6 **BUYER:** _____ City of Eudora, Kansas _____
7

8
9 **Bank-Owned Property (check if applicable).** If the real property is bank-owned and the titled owner of record is
10 not known at the Effective Date of this Contract, BUYER and SELLER agree the name of the SELLER is amended
11 to as it is stated in the Deed at Closing and is incorporated herein by reference and in any amendments and
12 addenda. SELLER warrants it has full authority to sign and perform on this Contract on behalf of the titled owner of
13 record.

14 **Improvements on the Property include a manufactured/mobile home.** (A manufactured/mobile home may
15 be considered personal property unless certain requirements have been met).
16

17 **PROPERTY, ADDENDA, DESCRIPTIONS AND CONDITIONS**

18
19 1. **PROPERTY.** BUYER agrees to purchase and SELLER agrees to sell the real property and the improvements
20 thereon (**the "Property"**) commonly known as:

21 _____ 1504 Elm Street, Eudora, KS 66025 _____ Douglas
22 **Street Address City Zip County**

23
24 **STATE: (Check one)** Missouri Kansas
25

26 **LEGAL DESCRIPTION.** (Legal description on SELLER'S vesting deed(s) to govern):

27 BLK 162 LTS 1 & 2;ALSO ALL VACSTS & ALLEYS ACCRUING THERETO (NEW DESC FOR 1985)
28
29
30

31 This Contract, including the Fixtures, Equipment and Appliances paragraph of the Seller's Disclosure and
32 Condition of Property Addendum ("Seller's Disclosure"), not the MLS, or other promotional material, provides for
33 what is included in the sale of the Property.
34

35 Items listed in the "Additional Inclusions" or "Exclusions" below supersede the Seller's Disclosure and the pre-
36 printed list below. If there are no "Additional Inclusions" or "Exclusions" listed, the Seller's Disclosure and the pre-
37 printed list below govern what is or is not included in the sale.
38

39 **IF THERE ARE DIFFERENCES BETWEEN THE SELLER'S DISCLOSURE AND THE PRE-PRINTED LIST**
40 **BELOW, THE SELLER'S DISCLOSURE GOVERNS.** Unless modified by the Seller's Disclosure and/or the
41 "Additional Inclusions" and/or the "Exclusions", all existing improvements on the Property (if any) and
42 appurtenances, fixtures and equipment (which SELLER agrees to own free and clear) whether buried,
43 nailed, bolted, screwed, glued or otherwise permanently attached to the Property are expected to remain
44 with Property, including, but not limited to:

- | | |
|--|--|
| 46 Attached and all bathroom mirrors | Fireplace grates, screens, glass doors |
| 47 Attached shelves, racks, towel bars | Mounted entertainment brackets |
| 48 Attached lighting | Plumbing equipment and fixtures |
| 49 Attached floor coverings | Storm windows, doors, screens |
| 50 Fences (including pet systems) | Window blinds, curtains, coverings
and window mounting components |

51
09/18/20
SELLER Initials _____ SELLER and BUYER acknowledge they have read this page Initials _____ BUYER BUYER

52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103

a. **Electronic Systems and Components.** Upon closing SELLER agrees to reset to factory setting or provide codes and passwords for all electronic systems or components at the PROPERTY, including those components controlled remotely by a smart phone or computer.

b. **Additional Inclusions.** The following items, if any, supersede the Seller's Disclosure and the pre-printed list before; are considered to be part of the Property, and **are** included in the sale:

c. **Exclusions.** The following items, if any, supersede the Seller's Disclosure and the pre-printed list before; **are not** considered to be part of the Property, and **are not** included in the sale:

d. **Additional Terms and Conditions, if any:**

Earnest Money is non refundable.
Signor for City of Eudora is Mayor Tim Reazin.
* Seller is Selling AS IS. No inspections, *provided that title review as provided herein shall remain applicable.*

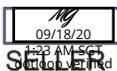
e. **Limited Home Warranty. (Check if applicable)**

1. SELLER BUYER, at a cost not to exceed \$ _____, agrees to purchase a home warranty plan from _____ (vendor) to be paid at Closing. A home warranty plan is a limited service contract covering repair or replacement of the working components of the Property for a minimum of one (1) year from the Closing Date subject to the terms and conditions of the individual plan with a per claim deductible of \$ _____.
2. The (Check one) Licensee assisting SELLER Licensee assisting BUYER will be responsible for making arrangements for the home warranty plan, submitting required documentation for such to the Closing Agent prior to the Closing Date. Broker may receive a fee from the warranty company.

Home warranty plans may not cover pre-existing conditions and are not a substitute for inspections.

2. **ADDENDA.** The following Addenda (riders, supplements, etc.) are attached hereto and are a part of this Contract (Check applicable boxes):

- | | |
|--|--|
| <input checked="" type="checkbox"/> Seller's Disclosure and Condition of Property Add. | <input type="checkbox"/> Other: _____ |
| <input checked="" type="checkbox"/> Lead Based Paint Disclosure Addendum | <input checked="" type="checkbox"/> Other: _____ In it's present condition |
| <input type="checkbox"/> Contingency for Sale and/or Closing Add. (see SALE CONTINGENCY paragraph) | <input type="checkbox"/> Other: _____ |
| <input checked="" type="checkbox"/> Other: _____ Re/Max Affiliated Business Disclosure | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |

 Initials _____ SELLER and BUYER acknowledge they have read this page Initials _____ BUYER BUYER

104 3. DESCRIPTIONS AND CONDITIONS.

105
106 a. **Effective Date.** The **Effective Date** will be the date of final acceptance by the last party to sign this
107 **Contract** or a **Counter Offer Addendum**.

108
109 b. **Seller's Disclosure Status.** SELLER confirms information contained in the Seller's Disclosure and Condition
110 of Property Addendum is current as of the Effective Date of the Contract. SELLER understands that the law
111 requires disclosure of any material defects, known to SELLER, in the Property to prospective Buyer(s) and
112 that failure to do so may result in civil liability for damages.

113
114 c. **Entire Agreement and Manner of Modifications.** This Contract and all attachments constitute the complete
115 agreement of the parties concerning the Property; supersede all previous agreements, and may be modified
116 or assigned only by a written agreement signed by all parties.

117
118 d. **Parties.** This is a Contract between SELLER and BUYER. If SELLER or BUYER constitutes two or more
119 persons, the terms "SELLER" or "BUYER" will be construed to read "SELLERS" or "BUYERS" whenever the
120 sense of the Contract requires.

121
122 Unless identified as SELLER or BUYER, Listing Broker and any Cooperating Broker and their Agents
123 (collectively referred to as "Broker") and any Escrow or Closing Agent are acting as Agents only and are not
124 parties to this Contract.

125
126 SELLER and BUYER acknowledge Broker may have a financial interest in third parties providing specialized
127 services required by this Contract including, but not limited to: Lender, title insurance company, Escrow Agent,
128 Closing Agent, warranty company, wood infestation/mechanical/structural or other inspectors and repair
129 personnel. SELLER and BUYER agree Broker will not be responsible for the conduct of third parties providing
130 specialized services whether those services were arranged by SELLER, BUYER, or Broker on behalf of
131 either.

132
133 SELLER and/or BUYER is a licensed real estate broker or salesperson. *(Check applicable boxes)*

134 SELLER licensed in: MO KS Other _____
135 BUYER licensed in: MO KS Other _____

136
137 Licensee assisting SELLER is an immediate family member of: *(check applicable boxes)*

138 SELLER BUYER

139 Licensee assisting BUYER is an immediate family member of: *(check applicable boxes)*

140 SELLER BUYER

141
142 e. **Notices.** Any notice or other communication required or permitted hereunder may be delivered in person, by
143 facsimile, United States Postal Service, courier service or email to the address set forth in this Contract or
144 such other address or number as will be furnished in writing by any such party.

145
146 Such notice or communication will be deemed to have been given as of the date and time so delivered.
147 Delivery to or receipt by the Licensee assisting BUYER will constitute receipt by BUYER and delivery to or
148 receipt by the Licensee assisting SELLER will constitute receipt by SELLER.

149
150 f. **Time is of the essence.** Time is of the essence in the performance of the obligations of the parties under this
151 Contract. With the exception of the terms "banking days" or "business days", as used herein, a "day" is
152 defined as a 24-hour calendar day, seven (7) days per week.

153
154 g. **Electronic Transaction.** All parties agree this transaction may be conducted by electronic means, including
155 email, according to the Uniform Electronic Transaction Act as adopted in Kansas and Missouri.

156
157 h. **Cyber Protection.** Because you are going to be involved in a real estate transaction where money is
158 changing hands, you are a potential target for cyber-criminals. Always contact the closer directly before wiring
159 any money.

160  Initials **SELLER and BUYER acknowledge they have read this page** Initials
SELLER BUYER

160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212

PURCHASE PRICE, FINANCIAL TERMS AND CLOSING AND POSSESSION

4. PURCHASE PRICE. The Purchase Price for the Property is \$ 225,000
which BUYER agrees to pay as follows:

a. Earnest Money will be delivered to Licensee Assisting Seller or Escrow Agent within 5 calendar days (three (3) if left blank) of the Effective Date (the "Delivery Period") and must comply with state laws as defined in the Earnest Money and Additional Deposits paragraph of this Contract.

If Earnest Money is not delivered during the Delivery Period, SELLER may cancel this Contract by written notice any time prior to delivery of the Earnest Money.

b. Earnest Money in the form of: *(Check one)*
 Personal check OR Other Wire \$ 5,000(b)

Deposited with: Continental Title

BUYER acknowledges that funds payable to and held by SELLER **WILL NOT** be held subject to the terms of the Earnest Money and Additional Deposits paragraph and may not be refundable.

c. Additional Earnest Money (ZERO (\$0) if left blank):
will be delivered on or before _____
 Personal check OR Other _____ \$ _____ (c)

Deposited with: _____

BUYER acknowledges that funds payable to and held by SELLER **WILL NOT** be held subject to the terms of the Earnest Money and Additional Deposits paragraph and may not be refundable.

d. Total Amount Financed by BUYER (Zero (0) if Cash Sale) \$ _____ (d)
(not including financed mortgage insurance premiums, VA Funding Fee or other closing costs, if any)

e. Balance of Purchase Price to be paid in CERTIFIED FUNDS
Purchase Price (less b, c & d of this paragraph) on or before Closing Date. \$ 220,000(e)
 Includes Lender(s) approved down payment assistance.

f. Total Additional Seller Expenses (Each line ZERO (\$0) if left blank):

1. **Additional SELLER paid costs.** In addition to any other costs SELLER agreed to pay herein, SELLER agrees to pay other allowable closing costs permitted by Lender(s) and/or prepaid items for BUYER, not to exceed: \$ _____

2. **Costs Not Payable by BUYER.** Some lending programs may prohibit a BUYER from paying certain closing-related costs. SELLER agrees to pay all costs associated with obtaining the BUYER'S loan(s) which the program rules will not permit the BUYER to pay, not to exceed: \$ _____

TOTAL ADDITIONAL SELLER EXPENSES NOT TO EXCEED: \$ _____

 Initials SELLER and BUYER acknowledge they have read this page Initials BUYER BUYER

213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265

g. Other Financing Costs.

1. **Loan Costs.** BUYER agrees to pay all customary costs necessary to obtain the Loan(s) (including but not limited to, origination fees, discounts or buy-downs) unless otherwise agreed.
2. **Private Mortgage Insurance (PMI).** BUYER will pay any up front PMI premium and annual renewal premiums or will finance the PMI as a part of the Loan(s), if required by Lender(s).
3. **FHA Mortgage Insurance (MIP).** BUYER will pay any up front MIP premium and annual renewal premiums or will finance MIP as a part of the Loan(s).
4. **VA Funding Fee** as required by Lender(s) will be paid at Closing by the BUYER or financed as part of the Loan(s).
5. **USDA Funding Fee** as required by Lender(s) will be paid at Closing by the BUYER or financed as part of the Loan(s).
6. **Flood Insurance.** BUYER agrees to pay for flood insurance if required by Lender(s).

5. CLOSING AND POSSESSION. On or before 11/02/2020 (Closing Date), SELLER will execute and deliver into escrow with the title company(s) or other Closing Agent(s), a general warranty deed (or special warranty deed or fiduciary deed, if SELLER is a corporation, association, financial institution or fiduciary) and all other documents and funds necessary to satisfy SELLER'S obligations under this Contract.

On or before the Closing Date, BUYER will execute and deliver into escrow with the title company(s) or other Closing Agent(s), all documents (including note(s), mortgage(s)/deed(s) of trust, and any other documents required by BUYER'S Lender(s), if BUYER is obtaining financing) and funds (including Loan proceeds, if BUYER is obtaining financing) necessary to satisfy BUYER'S obligations under this Contract.

SELLER and BUYER acknowledge all funds required for Closing must be in the form of cashier's check, wire transfer or other certified funds.

When all documents and funds have been executed and delivered into escrow with the title company(s) or other Closing Agent(s), the Closing will be completed. SELLER will deliver possession of the Property to BUYER on at funding at o'clock . m., (if left blank, **Possession** will be 5:00 P.M. on the **Closing Date**).

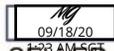
BUYER must not occupy the Property or place personal property in or on it prior to completion of the Closing and disbursement or availability of SELLER'S proceeds, if any, unless otherwise agreed upon in writing by the BUYER and the SELLER.

6. APPRAISED VALUE CONTINGENCY.

If Financing is being obtained, the appraisal must be completed within the Loan Approval Period.

If a cash sale, BUYER may within calendar days from the Effective Date of this Contract (within the Inspection Period if left blank) obtain, at BUYER'S expense, an appraisal of the Property by an independent licensed appraiser.

If the final appraised value of the Property, as determined by BUYER'S Lender's appraiser or if a cash sale, BUYER'S appraiser, is not equal to or greater than the Purchase Price, BUYER will notify SELLER in writing, within calendar days (five (5) days if left blank), attaching a copy of the appraisal report, and the following may occur:

 <small>09/18/20</small> <small>SELLER</small>	Initials	SELLER and BUYER acknowledge they have read this page	Initials	<input style="width: 100%; height: 100%;" type="text"/> BUYER	<input style="width: 100%; height: 100%;" type="text"/> BUYER
---	----------	--	----------	--	--

266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323

BUYER and SELLER will have _____ calendar days (five (5) days if left blank) after SELLER'S receipt of BUYER'S appraisal report ("Appraisal Negotiation Period"), to reach an agreement resolving the appraisal value and/or purchase price.

During this period, SELLER or BUYER may seek a reconsideration of value by the appraiser. If such reconsideration finds a value equal to or greater than the Purchase Price, or if BUYER and SELLER sign an Amendment resolving the difference between the appraised value and the Purchase Price, the transaction will move forward to Closing.

If no resolution is reached prior to the expiration of the Appraisal Negotiation Period, then after the expiration of the Appraisal Negotiation period, either party may cancel this contract by written notice to the other and BUYER'S Earnest Money will be subject to the provisions of the Earnest Money and Additional Deposits paragraph of the Contract.

7. SALE CONTINGENCY. (Check applicable box)

- This Contract is **NOT** contingent upon the sale and/or Closing of a BUYER'S Property.
- This Contract **IS** contingent upon the sale and/or Closing of a BUYER'S Property and a **Contingency For Sale and/or Closing of Buyer's Property Addendum is attached.**

8. FINANCIAL TERMS.

- THIS IS A CASH SALE.** BUYER must provide written verification of funds within _____ calendar days (five (5) days if left blank), after the Effective Date, which are sufficient to complete the Closing on this Contract.
- THIS IS A FINANCED SALE.** This Contract is contingent upon BUYER obtaining the financing described in this paragraph.

BUYER may obtain Loan(s) different from those described herein provided that the terms of the Loan(s) do not result in additional costs to SELLER, delay the Closing date, or change the Loan approval time frame. These changes must be agreed in writing, by both parties, within five (5) calendar days of BUYER'S knowledge and no later than _____ calendar days before Closing Date (fifteen (15) days if left blank). Any other changes must be communicated to SELLER in writing and include a pre-approval letter.

BUYER and SELLER are hereby informed any changes to the terms below after the Effective Date of the Contract have the potential to delay Closing and/or change costs due to federal regulations.

- a. **Type of Financing.** Loan(s) will be owner-occupied Loan(s) or investment Loan(s).
- b. **Loan Types/Terms.** BUYER will obtain a Loan(s) upon the following terms.

Type:	Primary Loan	Secondary Loan
Conventional	<input type="checkbox"/>	<input type="checkbox"/>
FHA	<input type="checkbox"/>	<input type="checkbox"/>
VA	<input type="checkbox"/>	<input type="checkbox"/>
USDA	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>
Interest Rate:		
Fixed Rate	<input type="checkbox"/>	<input type="checkbox"/>
Adjustable Rate	<input type="checkbox"/>	<input type="checkbox"/>
Interest Only	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>
Amortization Period	_____ years	_____ years
Principal Amount or LTV	_____	_____

 Initials **SELLER and BUYER acknowledge they have read this page** Initials
SELLER BUYER BUYER

324 All Loan amounts will include financed mortgage insurance premiums or VA funding fee, if any, according to
325 the provisions described herein (the "Loan"). The Loan(s) will be secured by a mortgage/deed of trust on the
326 Property or as otherwise required by Lender(s), and repayable in monthly installments.
327

328 **c. The Loan(s) will bear interest as follows:**

- 329
- 330 1. Primary Loan interest rate not exceeding _____ % per annum or
- 331 the prevailing rate at closing
- 332
- 333 2. Secondary Loan interest rate not exceeding _____ % per annum or
- 334 the prevailing rate at closing
- 335

336 BUYER has the option to "lock in" the foregoing interest rate or to "float" the interest rate.

337
338 If BUYER locks in a rate, BUYER agrees to accept the "locked" rate and terms even if different than those
339 stated above. If BUYER floats the rate, BUYER agrees to accept the rate and terms available from BUYER'S
340 Lender(s) for which BUYER qualifies at Closing.
341

342 **d. Loan Application(s).** BUYER agrees to authorize Lender(s) to perform all required services (credit report,
343 appraisal, etc.), pay the fees required by Lender(s), and provide Lender(s) with all information requested no
344 later than five (5) days after the Inspection Period ends.
345

346 **BUYER IS PRE-APPROVED** (See attached Lender(s) letter(s).) BUYER has submitted information to
347 _____ (Lender(s)) who has checked
348 BUYER'S credit and indicated BUYER can qualify for a Loan(s) in an amount equal to or greater than
349 the Loan(s) contemplated in this Contract, subject to satisfactory appraisal of the Property and any
350 other conditions set forth in the attached Lender(s) letter(s). The pre-approval must indicate the
351 BUYER'S credit is acceptable to Lender(s) and indicate whether or not the pre-approval is subject to
352 the sale and Closing of the BUYER'S current property.
353

354 **BUYER IS NOT PRE-APPROVED.** Within _____ calendar days (five (5) days if left blank)
355 after the Effective Date of this Contract, BUYER will complete a written application.
356

357 **SELLER is aware that pre-approval is not a guarantee that BUYER will receive Lender(s) Loan**
358 **approval(s).**
359

360 **e. Loan Approval(s).** BUYER agrees to make a good faith effort to obtain a commitment for the Loan(s) within
361 _____ calendar days (forty-five (45) days if left blank) from the Effective Date of this Contract or within
362 _____ calendar days (five (5) days if left blank) prior to the Closing Date, whichever is earlier (the "Loan
363 Approval Period").
364

365 If BUYER is unable to obtain a commitment for the Loan(s) within the Loan Approval Period, SELLER may
366 cancel this Contract by written notice.
367

368 Upon written evidence of rejection provided by BUYER'S Lender(s), BUYER or SELLER may cancel this
369 Contract by written notice.
370

371 In either case, BUYER'S Earnest Money will be subject to the provisions of the Earnest Money and Additional
372 Deposits paragraph of the Contract.
373

374 **f. Lender Appraisal Requirements.** In addition to any other costs or sums to be paid by SELLER pursuant to
375 this Contract, SELLER agrees to pay an amount not to exceed \$ _____ (zero (0) if left blank) for
376 requirements contained in the Lender's appraisal and a copy of Lenders appraisal requirements will be
377 provided to SELLER. If any repairs are required, they will be performed in a workmanlike manner with good-
378 quality materials.

09/18/20
1:23 AM SCS
Seller Verified
SELLER Initials **SELLER and BUYER acknowledge they have read this page** Initials BUYER BUYER

379 If appraisal and/or Lender(s) requirements exceed the amount in this blank and if SELLER and BUYER have
380 not agreed in writing to a resolution of the excess appraisal and/or Lender(s) requirements prior to the Closing
381 Date, or within the time period (no less than five (5) calendar days) specified in a written demand by either
382 party, this Contract will be cancelled and disposition of BUYER'S Earnest Money will be subject to the
383 provisions of the Earnest Money and Additional Deposits paragraph of the Contract.
384

385 **CONDITION, MAINTENANCE AND INSPECTIONS OF THE PROPERTY**

386
387 **9. UTILITIES.** SELLER agrees to leave all utilities on until the date of possession unless otherwise agreed.
388

389 The BUYER will pay SELLER for the amount of fuel left in tank(s) at Closing based upon SELLER'S actual cost at
390 time of purchase, if applicable. SELLER will have tank read no earlier than seven (7) calendar days and no later
391 than five (5) calendar days prior to the Closing Date and provide documentation to BUYER.
392

393 **10. MAINTENANCE OF PROPERTY.** SELLER will maintain the Property in its present condition and agrees to
394 perform ordinary and necessary maintenance, upkeep and repair to the Property through the Possession Date.
395

396 SELLER must advise BUYER in writing of any substantial change in the condition of the Property prior to Closing.
397

398 Unless otherwise agreed in writing, SELLER must remove all possessions, trash and debris, and clean the
399 Property, upon vacating or prior to delivery of Possession.
400

401 **11. INSURANCE/CASUALTY LOSS.** SELLER agrees to keep the Property insured until delivery of SELLER'S deed
402 to BUYER.
403

404 **BUYER and SELLER agree to consult with their respective insurance companies to ensure appropriate**
405 **coverage during the time between completion of close and possession.**
406

407 If before delivery of the deed to BUYER, the Property is damaged or destroyed by fire or other causes including
408 those that could be covered by what is known as fire and extended coverage insurance, then the SELLER must
409 notify the BUYER in writing within one (1) calendar day of discovery of such damage. The parties agree that the
410 risk of that damage or destruction will be borne as follows:
411

412 **a.** If the damage is minor, SELLER may repair or replace the damage done to the Property if the work can be
413 completed before the Closing Date.
414

415 If the SELLER elects to repair or replace the damage done to the Property, but repair/replacement cannot be
416 completed prior to the Closing, with written agreement between the parties one of the following options will be
417 chosen:
418

- 419 1. SELLER will pay for repair/replacement after Closing; or
- 420 2. The parties will extend the Closing Date to such time as repairs/replacement can be completed; or
- 421 3. With consent of BUYER'S Lender(s), 1.5 times the estimated cost of repair/replacement will be escrowed
- 422 until repair/replacement is complete with any funds remaining after payment for repairs/replacement being
- 423 remitted to the party that funded the escrow.
424

425 **b.** If SELLER elects not to repair or replace the damage done to the Property, or if the damage is not minor, the
426 BUYER may enforce or cancel this Contract by written notice to SELLER within ten (10) calendar days after
427 receiving notice of such damage to the Property.
428

- 429 1. If BUYER elects to enforce this Contract, the Purchase Price will not be reduced and the Property will be
- 430 conveyed in its existing condition at the time, provided SELLER must furnish BUYER with a copy of the
- 431 insurance damage assessment and be responsible for paying the insurance deductible and assign
- 432 SELLER'S fire and extended coverage proceeds to BUYER at Closing.
- 433 2. If BUYER and SELLER mutually agree upon the cost of repairs, then SELLER may pay the cost of those
- 434 repairs.

09/18/20
SELLER

Initials **SELLER and BUYER acknowledge they have read this page** Initials

BUYER BUYER

435 **12. SURVEY.** BUYER may, at BUYER'S expense, obtain a "Staked Survey" of the Property no later than _____
436 calendar days (ten (10) days if left blank) prior to the Closing Date to assure there are no defects, encroachments,
437 overlaps, boundary line or acreage disputes, or other such matters that would be disclosed by a survey.
438

439 BUYER acknowledges a Mortgage Inspection Report or "Loan Survey" may be required by a lending institution
440 and is not a "Staked Survey". A title insurance company typically requires a "Staked Survey" in order to provide
441 survey coverage to the BUYER.
442

443 Within five (5) calendar days of BUYER'S receipt of Survey, BUYER must notify SELLER of any encroachments
444 of any improvements upon, from, or onto the Property or any building setback line, property line, or easement,
445 which encroachment will be deemed to be a title defect. SELLER must remedy such defects as are susceptible of
446 being remedied prior to the Closing Date. If SELLER does not remedy the defects in title, BUYER will have one of
447 the following options:
448

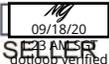
- 449 a. Completing this purchase and accepting the title that SELLER is able to convey without adjustment in the
450 Purchase Price; or
- 451
- 452 b. Cancelling this Contract by written notice. BUYER'S Earnest Money will be subject to the provisions of the
453 Earnest Money and Additional Deposits paragraph of the Contract.
454

455 **13. INSPECTIONS.** BUYER may, within _____ calendar days (ten (10) days if left blank) (the "Inspection Period")
456 after the Effective Date of this Contract, at BUYER'S expense, have property inspections by an **independent,**
457 **qualified inspector(s)** which may include, but are not limited to:
458

459 appliances, plumbing (including sewer line and septic system), electrical, heating system, central air conditioning,
460 fireplace, chimney, foundation, roof, siding, windows, doors, ceilings, floors, insulation, drainage, interior and
461 exterior components, any wall, decks, driveways, patios, sidewalks, fences, slabs, pest infestation, health and/or
462 environmental concerns (including lead based paint, mold, asbestos and radon) as provided below and in the
463 Additional Disclosures Including Those Mandated by State or Federal Law paragraph.
464

465 It is BUYER'S responsibility to perform due diligence and verify any information that BUYER considers to be
466 material to the purchase of the Property. Any information provided by the Broker(s) and its affiliated licensee(s)
467 assisting in this transaction is for information and marketing purposes only. BUYER shall complete all due
468 diligence and verification of material concerns during the Inspection Period.
469

- 470 a. **Property Insurability.** During the Inspection Period, it is recommended BUYER determine if Property is
471 insurable.
472
- 473 b. **Factors Affecting Inspections.** BUYER acknowledges such inspections may not identify deficiencies in
474 inaccessible areas of the Property and may be limited by weather conditions at the time of the inspection. It is
475 recommended BUYER check with Lender(s) and/or local government authority regarding septic inspection.
476
- 477 c. **Access to Property and Re-Inspections.** SELLER must provide BUYER reasonable access to the Property
478 to conduct the inspections, re-inspections, inspection of any corrective measures completed by SELLER
479 and/or final walk through prior to the Closing Date.
480
- 481 d. **Damages and Repairs.** BUYER will be responsible and pay for any damage to the Property resulting from
482 the inspection(s).
483
- 484 e. **Quality of Repairs.** SELLER agrees any corrective measures which SELLER performs pursuant to the
485 following provisions will be completed in a workmanlike manner with good-quality materials.
486
- 487 f. **Wood-Destroying Insects. SELLER AGREES TO PAY TO HAVE THE PROPERTY TREATED** for control
488 of infestation by wood-destroying insects if a written inspection report of a certified pest inspector reveals
489 evidence of active infestation, or evidence of past untreated infestation, or otherwise recommends treatment
490 in the main dwelling unit, or included additional structures identified below or on the Property within thirty (30)
491 feet of such unit or structure(s) (or as otherwise required by government regulations if BUYER is obtaining an
492 FHA/VA or other government program Loan(s)). BUYER will pay for any inspections requested by BUYER
493 and/or required by BUYER'S Lender(s).


 Initials **SELLER and BUYER acknowledge they have read this page** Initials

494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547

The inspection report must be delivered WITHIN THE INSPECTION PERIOD, or any treatment will be at the BUYER'S expense.

1. If treatment is required, SELLER will provide BUYER with a certificate evidencing treatment by a certified pest inspector of SELLER'S choice, which certificate BUYER agrees to accept. Treatment will be completed no earlier than ninety (90) calendar days prior to the Closing Date.

2. Additional structures to be included in the inspection are:

3. Any damage or repair issues related to wood-destroying insect infestations must be identified as Unacceptable Conditions and addressed as set forth below.

g. What If Buyer Does Not Conduct Inspections? If BUYER does not conduct inspections, BUYER will have waived any right to cancel or renegotiate this Contract pursuant to the inspection provisions.

h. What is an Unacceptable Condition? An Unacceptable Condition is any condition identified in a written inspection report prepared by an independent qualified inspector(s) of BUYER'S choice, which condition is unacceptable to BUYER and not otherwise excluded in this Contract.

i. What If Buyer Does Not Give Timely Notice Of Unacceptable Conditions? If BUYER conducts inspections but fails to notify SELLER of Unacceptable Conditions prior to the expiration of the Inspection Period, BUYER will have waived any right to cancel or renegotiate this Contract pursuant to these inspection provisions.

j. What Is Not An Unacceptable Condition? The following items will not be considered Unacceptable Conditions and cannot be used by BUYER as a reason to cancel or renegotiate this Contract. Any items marked Excluded (EX) on Seller's Disclosure and Condition of Property Addendum in addition to the following items will not be considered:

k. What If Buyer's Inspections Reveal Unacceptable Conditions? If BUYER'S inspections reveal Unacceptable Conditions, BUYER may do any one of the following:

1. **ACCEPT THE PROPERTY IN ITS PRESENT CONDITION.** BUYER may notify SELLER on the Inspection Notice that the inspections are satisfactory or do nothing. In either case, BUYER will have waived any right to cancel or renegotiate due to any Unacceptable Conditions; or

2. **CANCEL THIS CONTRACT** by notifying SELLER on the Inspection Notice within the Inspection Period; or

3. **OFFER TO RENEGOTIATE** with SELLER by notifying SELLER on the Resolution of Unacceptable Conditions within the Inspection Period.

l. BUYER'S notice of cancellation or offer to renegotiate terminates the Inspection Period and must be accompanied by the applicable written inspection report(s) in their entirety from the independent, qualified inspector(s) who conducted the inspection(s).

m. Resolution of Unacceptable Conditions. BUYER and SELLER will have _____ calendar days (five (5) days if left blank) after SELLER'S receipt of BUYER'S Inspection Notice/Resolution of Unacceptable Conditions (the "Renegotiation Period"), to reach an agreement resolving the Unacceptable Conditions.

09/18/20 Initials **SELLER and BUYER acknowledge they have read this page** Initials SELLER BUYER BUYER

548 Any of the following executed and delivered to the other party or other party's Agent prior to the expiration of
 549 the Renegotiation Period will constitute such an agreement:
 550
 551 1. SELLER'S signature agreeing to do everything requested by BUYER on the original Resolution of
 552 Unacceptable Conditions Amendment attached to Inspection Notice; or
 553
 554 2. A revised Resolution of Unacceptable Conditions Amendment signed by BUYER and SELLER resolving
 555 the unacceptable conditions; or
 556
 557 3. BUYER'S signature on the Resolution of Unacceptable Conditions Amendment accepting the Property in
 558 its present condition.
 559

560 **If no agreement resolving the Unacceptable Conditions is reached during the Renegotiation Period as**
 561 **provided above, then after the expiration of the Renegotiation Period either of the following is**
 562 **permitted under the Contract.**
 563

- 564 A. Negotiations may still proceed. Any agreement must be in a written Amendment and signed by both
 565 parties.
- 566
 567 B. Either party may cancel this Contract by written notice to the other and the Earnest Money will be
 568 returned subject to the provisions of the Earnest Money and Additional Deposits paragraph of the
 569 Contract.
 570

571 **DEFAULTS AND REMEDIES**

572
 573 **14. DEFAULTS AND REMEDIES.** SELLER or BUYER will be in default under this Contract if either fails to comply
 574 with any material covenant, agreement or obligation within any time limits required by this Contract. Following a
 575 default by either SELLER or BUYER under this Contract, the other party will have the following remedies, subject
 576 to the provisions of Earnest Money and Additional Deposits paragraph of this Contract.
 577

578 **If SELLER defaults, BUYER may:**

- 579
 580 a. Specifically enforce this Contract and recover damages suffered by BUYER as a result of the delay in the
 581 acquisition of the Property.
- 582
 583 b. Terminate this Contract by written notice to SELLER and, at BUYER'S option, pursue any remedy and
 584 damages available by law or in equity. If BUYER elects to terminate this Contract, the Earnest Money will
 585 be returned to BUYER subject to the provisions of Earnest Money and Additional Deposits paragraph of
 586 this Contract.
 587

588 **If BUYER defaults, SELLER may:**

- 589
 590 a. Specifically enforce this Contract and recover damages suffered by SELLER as a result of the delay in the
 591 sale of the Property.
- 592
 593 b. Terminate this Contract by written notice to BUYER and, at SELLER'S option, either retain the Earnest
 594 Money as liquidated damages as SELLER'S sole remedy (the parties recognizing that it would be
 595 extremely difficult to ascertain the extent of actual damages caused by BUYER'S breach, and that the
 596 Earnest Money represents as fair an approximation of such actual damages as the parties can now
 597 determine) as provided in this Contract, or pursue any other remedy and damages available at law or in
 598 equity.
 599

600 In any legal action to enforce rights under this Contract, the prevailing party is entitled to reimbursement of all
 601 reasonable attorney fees, court costs, and other related legal expenses incurred in connection with such legal
 602 action.

SELLER Initials **SELLER and BUYER acknowledge they have read this page** Initials BUYER BUYER

603 15. **DISPUTE RESOLUTION.** If a dispute arises relating to this Contract prior to or after closing between BUYER
604 and SELLER, or between BUYER or SELLER and a Brokerage Firm or its licensee assisting in the transaction,
605 and the parties to such dispute or claim are unable to resolve the dispute, BUYER and SELLER agree in good
606 faith to attempt to settle such dispute through the dispute resolution process using a professional mediator. The
607 parties to the dispute must agree in writing before any settlement is binding. Any agreement signed by the
608 parties pursuant to the dispute resolution conference shall be binding. For controversies and claims that do not
609 exceed the lesser of: (a) \$5,000.00 (five thousand dollars); or (b) the applicable jurisdictional limit of small
610 claims court, either party may bring such claims in small claims court in lieu of dispute resolution. The following
611 matters are excluded from dispute resolution: foreclosure or other action to enforce a deed of trust, mortgage,
612 or land contract; an unlawful detainer action; the filing or enforcement of a mechanic's lien; any matter, which is
613 within the jurisdiction of a probate court, or; a violation of a state's real estate license laws. Each party agrees to
614 pay their equal share of any cost to use the services of a professional mediator, unless otherwise agreed to by
615 the parties.
616

ADDITIONAL DISCLOSURES INCLUDING THOSE MANDATED BY STATE OR FEDERAL LAW

617
618
619 **16. RADON, MICROBIALS AND OTHER ENVIRONMENTAL POLLUTANTS.**

620
621 a. **Radon.** Every BUYER of residential real property is notified the Property may present exposure to dangerous
622 concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer.

623
624 Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second
625 leading cause overall. Kansas law requires SELLER to disclose any information known to SELLER that
626 shows elevated concentrations of radon gas in residential real property.
627

628 The Kansas Department of Health and Environment recommends all homebuyers have an indoor radon
629 test performed prior to purchasing or taking occupancy of residential real property. All testing for radon
630 should be conducted by a radon measurement technician. Elevated radon concentrations can be easily
631 reduced by a radon mitigation technician.
632

633 For additional information, please go to <http://www.kansasradonprogram.org> or in Missouri a national
634 source for radon information is <http://www.epa.gov/radon>.
635

636 b. **Microbials and Other Environmental Pollutants.** BUYER acknowledges mold, fungi, bacteria and other
637 microbials commonly exist in homes and will exist in the Property as a result of rain, humidity and other
638 moisture in the Property and on materials during the normal construction process and as a result of the use of
639 wood and other materials that commonly have mold, fungi, bacteria and other microbials at the time of
640 delivery to the job site. BUYER has the opportunity to become informed about microbials and other
641 environmental pollutants, and the potential health risks of microbials and other environmental pollutants.
642

643 1. The SELLER and Licensee assisting the SELLER and/or the BUYER do not claim or possess any special
644 expertise in the measurement or reduction of radon, microbials or other environmental pollutants, nor
645 have they provided any advice to BUYER as to acceptable levels or possible health hazards of radon,
646 microbials or other environmental pollutants.
647

648 2. There can be no assurance that any existing systems, devices or methods incorporated into the Property
649 for the purpose of reducing radon, microbials or other environmental pollutant levels will be effective and
650 SELLER has no responsibility for the operation, maintenance or effectiveness of such systems, devices
651 and methods.
652

653 **17. LEAD BASED PAINT DISCLOSURE.** If the property was built prior to 1978, BUYER acknowledges receiving,
654 reading and signing the Federally required disclosure regarding lead based paint.
655

656 **18. CRIMINAL OFFENDERS.** In Missouri and Kansas, law requires persons who are convicted of certain crimes,
657 including certain sexually violent crimes, to register with the Sheriff of the county in which they reside. If you, as the
658 BUYER, desire information regarding those registrants, you may find information on the homepage of the Kansas
659 Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local Sheriff's office in Kansas.

09/18/20
12:28 AM CDT
Seller Verified
SELLER Initials **SELLER and BUYER acknowledge they have read this page** Initials BUYER BUYER

660 In Missouri, you may find information on the homepage of the Missouri State Highway Patrol, at
661 <https://www.mshp.dps.missouri.gov/CJ38/search.jsp> or BUYER should contact the Sheriff of the county in which
662 the Property is located.
663

664 **19. FRANCHISE DISCLOSURE.** Although one or more of the Brokers may be a member of a franchise, the
665 franchisor is not responsible for the acts of said Broker(s).
666

667 **20. BROKERAGE RELATIONSHIP DISCLOSURE.**
668

669 SELLER and BUYER acknowledge the Real Estate Brokerage Relationship Brochure has been furnished to them
670 and the brokerage relationships were disclosed to them no later than the first showing, upon first contact, or
671 immediately upon the occurrence of any change to that relationship.
672

673 SELLER and BUYER acknowledge the real estate Licensee(s) involved in this transaction may be acting as
674 Agents of the SELLER, Agents of the BUYER, Transaction Broker(s) or Disclosed Dual Agents (Available only in
675 Missouri.).
676

677 Licensee acting in the capacity of:
678

- 679 a. Agent for the SELLER has a duty to represent the SELLER'S interest and will not be the Agent of the BUYER.
680 Information given by the BUYER to an Agent of the SELLER will be disclosed to the SELLER.
- 681 b. Agent for the BUYER has a duty to represent the BUYER'S interest and will not be an Agent of the SELLER.
682 Information given by the SELLER to an Agent of the BUYER will be disclosed to the BUYER.
- 683 c. Transaction Broker is not an Agent for either party and does not advocate the interests of either party.
- 684 d. Disclosed Dual Agent (Available only in Missouri.) is acting as an Agent for both the SELLER and the BUYER,
685 and a separate Disclosed Dual Agency Amendment is required.
686

687 **Agent generating the Contract is responsible for checking appropriate boxes on**
688 **BOTH sides of Agency PRIOR TO THEIR CLIENT SIGNING.**

<p>689 Licensee assisting SELLER is a: <i>(Check appropriate box(es))</i></p> <p>690</p> <p>691 <input type="checkbox"/> SELLER'S Agent</p> <p>692 <input checked="" type="checkbox"/> Designated SELLER'S Agent (In Kansas, Supervising 693 Broker acts as a Transaction Broker)</p> <p>694 <input type="checkbox"/> Transaction Broker and SELLER agrees, if applicable, 695 to sign a Transaction Broker Addendum. SELLER is not 696 being represented.</p> <p>697 <input type="checkbox"/> Disclosed Dual Agent and SELLER agrees to sign a 698 Disclosed Dual Agency Amendment. (Missouri only)</p> <p>699 <input type="checkbox"/> BUYER'S Agent</p> <p>700 <input type="checkbox"/> Designated BUYER'S Agent (In Kansas, Supervising 701 Broker acts as Transaction Broker)</p> <p>702 <input type="checkbox"/> Subagent</p> <p>703 <input type="checkbox"/> SELLER is not being represented. 704</p>	<p>705 Licensee assisting BUYER is a: <i>(Check appropriate box(es))</i></p> <p>706</p> <p>707 <input type="checkbox"/> BUYER'S Agent</p> <p>708 <input type="checkbox"/> Designated BUYER'S Agent (In Kansas, Supervising 709 Broker acts as a Transaction Broker)</p> <p>710 <input type="checkbox"/> Transaction Broker and BUYER agrees, if applicable, 711 to sign a Transaction Broker Addendum. BUYER is not 712 being represented.</p> <p>713 <input type="checkbox"/> Disclosed Dual Agent and BUYER agrees to sign a 714 Disclosed Dual Agency Amendment. (Missouri only)</p> <p>715 <input type="checkbox"/> SELLER'S Agent</p> <p>716 <input type="checkbox"/> Designated SELLER'S Agent (In Kansas, Supervising 717 Broker acts as a Transaction Broker)</p> <p>718 <input type="checkbox"/> Subagent</p> <p>719 <input checked="" type="checkbox"/> BUYER is not being represented. 720</p>
---	--

705 **SOURCE OF COMPENSATION.** Brokerage fees, to include but not limited to broker commissions and other fees,
706 will be paid out of escrow at Closing as follows, unless otherwise described in the terms of the respective agency
707 agreements or other SELLER/BUYER agreements. **SELLER and BUYER understand and agree Brokers may be**
708 **compensated by more than one party in the transaction.** (Check all applicable boxes)
709

710 **Brokers are compensated by:** SELLER and/or BUYER
711

712 **The signatures below only apply to the Brokerage Relationship Disclosure.**

<p>713 <i>Christel Torneden</i></p> <p>714 <small>dotloop verified 09/13/20 10:13 AM CDT KZRA-TAFKJCHU-HB7D</small></p> <p>715 Licensee assisting Seller DATE</p>	<p>716 DATE</p> <p>717 Licensee assisting Buyer</p>
<p>718 <i>Marites J. Gianan</i></p> <p>719 <small>dotloop verified 09/18/20 1:23 AM SGT YQMU-RBLT-NFNY-UREG</small></p> <p>720 SELLER DATE</p>	<p>721 BUYER DATE</p>

722 **TERMS AND CONDITIONS**

723
724 **21. EARNEST MONEY AND ADDITIONAL DEPOSITS.**

- 725
- 726 **a. Delivery.** SELLER may cancel the Contract by written notice if Earnest Money and Additional Deposits are
- 727 not received by Listing Broker or Escrow Agent as specified in this Contract.
- 728
- 729 **b. Deposit.** Earnest Money and Additional Deposits will be deposited into an insured account by the specified
- 730 Listing Broker/Escrow Agent within five (5) business days (Kansas Property) or ten (10) banking days
- 731 (Missouri Property) of the Effective Date, unless otherwise agreed upon in writing. All parties agree that Listing
- 732 Broker/Escrow Agent will retain any interest earned on escrowed funds.
- 733
- 734 **c. Cancellation of Contract.** If this Contract is terminated by the express provisions of this Contract or by
- 735 either party pursuant to a right expressly given in this Contract, the Earnest Money and Additional Deposits
- 736 will be returned to BUYER, and neither party will have any further rights or obligations under this Contract,
- 737 except as otherwise stated in this Contract.

738
739 Notwithstanding any other terms of this Contract providing for the forfeiture or refund of Earnest Money and
740 Additional Deposits, the parties understand neither the Listing Broker nor the Escrow Agent can distribute the
741 Earnest Money and Additional Deposits without the written consent of all parties to this Contract unless
742 permitted to do so by applicable state laws.

743
744 If BUYER and SELLER are unable to agree in writing upon the disposition of the Earnest Money and
745 Additional Deposits or any other funds, Listing Broker or Escrow Agent may commence an inter-pleader or
746 similar proceeding and BUYER and SELLER authorize Listing Broker or Escrow Agent to pay all funds to the
747 Clerk of the Court for disposition as the Court may direct.

748
749 BUYER and SELLER agree Listing Broker or Escrow Agent will be entitled to reimbursement of its costs
750 incurred in connection with the inter-pleader or similar proceeding including without limitation, reasonable
751 attorney fees and expenses.

752
753 BUYER and SELLER agree, in the absence of a dispute or written consent to distribution, the failure by either
754 to respond in writing to a certified letter from Listing Broker or Escrow Agent within seven (7) calendar days (if
755 Kansas Property)/fifteen (15) calendar days (if Missouri Property) of receipt thereof or failure to make written
756 demand for return or forfeiture of the Earnest Money and Additional Deposits within thirty (30) calendar days
757 (if Kansas Property)/sixty (60) calendar days (if Missouri Property) of notice of cancellation of this Contract will
758 constitute consent to distribution of the Earnest Money and Additional Deposits as suggested in such certified
759 letter.

760
761 All parties acknowledge any Earnest Deposit funds that remain in the Listing Broker or Escrow Agent's
762 account for over one (1) year (if Missouri Property)/five (5) years (if Kansas Property) may be sent to the
763 respective states as requested or required by law.

764
765 **22. TAXES, PRORATIONS AND SPECIAL ASSESSMENTS.** All general/state/county/school and municipal real
766 estate taxes, homeowner's association dues and fees, special assessments, interest on existing Loans to be
767 assumed by BUYER, and any other contractual obligations of SELLER to be assumed by BUYER for years prior
768 to the current calendar year will be paid by SELLER.

- 769
- 770 **a.** Any of the preceding items which become due and accrue during the calendar year in which SELLER'S
- 771 warranty deed is delivered (including but not limited to rents and deposits, if applicable) will be prorated
- 772 between the parties as of the Closing Date and, for all years thereafter, to the extent permitted by applicable
- 773 law, will be assumed and paid by the BUYER. BUYER acknowledges that the Property may be subject to a
- 774 special assessment, fee, or located in an improvement district. BUYER acknowledges this disclosure is
- 775 required by Kansas law, and may be found in the Seller's Disclosure and Condition of Property Addendum or
- 776 a separate document, if applicable.

Initials **SELLER and BUYER acknowledge they have read this page** Initials
 SELLER BUYER BUYER

777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832

b. If the actual amount of any item, other than taxes for the current year, cannot be ascertained from the public record, the amount of the item for the preceding year will be used for the current year's amount. If the actual amount of taxes for the current calendar year cannot be determined, it will be estimated by using the current year's appraised value, if available from the county taxing authority, and last year's mill levy. If appraised value is not available, the Contract Purchase Price will be used with last year's mill levy. BUYER and SELLER agree to accept such prorations as final and release each other, Broker(s), Agent(s), and Closing Agent(s) from any liability for any increase or decrease in actual taxes due.

In Missouri, reassessment takes place in odd-numbered years. Missouri transactions closing in odd-numbered years are subject to the process in the preceding paragraph. Missouri transactions closing in even-numbered years will be prorated based upon the preceding year's tax amount.

23. EVIDENCE OF TITLE. SELLER agrees to provide and pay for an owner's title insurance policy in the amount of the Purchase Price insuring marketable fee simple title in BUYER, subject to the Permitted Exceptions and with the exception of any liens, encumbrances or other matters affecting title to the Property created by BUYER or arising by virtue of BUYER's activities or ownership.

Within ~~a reasonable time~~ ^{10 days} after the Effective Date, but prior to the Closing Date (the "Commitment Delivery Date"), SELLER agrees, at SELLER's expense, to deliver to BUYER a title insurance commitment from a company authorized to insure titles in the state where the Property is located, setting forth its requirements to issue an owner's title policy and mortgage policy, if applicable, ^{and together with legible copies of all exception documents contained therein.}

~~Unless there is a defect in title to the Property that is not corrected prior to the Closing Date, BUYER may not object to untimely delivery of the title commitment.~~ The title commitment will commit to insure marketable fee simple title in the BUYER upon the recording of the deed or other document of conveyance. Title to the Property will be subject to the conditions in this Contract and to customary covenants, declarations, restrictions, zoning laws, easements, party wall agreements, special assessments, and community contracts of record as of the date of recording the deed or other document of conveyance (the "Permitted Exceptions"). ^{unless any are objected to as provided below}

BUYER will have a reasonable time after receipt of the title commitment (the "Objection Period") to notify SELLER in writing of any ~~valid~~ objections to title to the Property. SELLER will then make a good faith effort to remedy the defects in title. If SELLER is not able to remedy the title defects before the Closing Date, BUYER may elect to waive the objections, extend the Closing Date a reasonable time for the SELLER to remedy the defects, or cancel this Contract by written notice.

If the time between the Effective Date and the Closing Date is short, both the Commitment Delivery Date and the Objection Period will be as soon as reasonably possible, but no later than the Closing Date.

Mechanic's Lien Coverage. The owner's title policy will also insure BUYER as of the date of recording of the deed or other document of conveyance, against any lien, or right to a lien for services, labor or material imposed by law and not shown by the public records. SELLER agrees to comply with the requirements of the title company for issuance of this coverage. Any mechanic's lien or notice of intent filed during construction and prior to closing will not be deemed a defect in title unless the title insurance company will not insure against loss therefrom.

If the Property (Missouri only) has not been occupied by SELLER and has had recent construction work performed, the SELLER may be required to post and record a "notice of intended sale", as stated in Chapter 429 of the Missouri Revised Statutes, in order for BUYER to obtain Mechanic's Lien Coverage. All parties are advised to consult with the title company regarding these requirements.

24. EXPIRATION. This offer will expire on _____ (five (5) days if left blank), at _____ o'clock ____m. (5:00 p.m. if left blank) unless accepted or withdrawn before expiration.

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

 Initials SELLER and BUYER acknowledge they have read this page Initials  

833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883

SELLER hereby authorizes Closing Agent to obtain payoff information from SELLER'S Lender(s).

BUYER and SELLER hereby specifically permit the Brokerage(s) assisting in the transaction to obtain and retain copies of both BUYER'S and SELLER'S Closing Statements.

Signatures not required, see Counter Offer Addendum.

Marites J. Gianan dotloop verified 09/18/20 1:23 AM SGT YSOM-CSJO-WO3A-WRAD

SELLER **DATE** **BUYER** **DATE**

SELLER **DATE** **BUYER** **DATE**

Re/Max Realty Suburban, Inc.

BROKERAGE **BROKERAGE**

12701 W. 87th St Pkwy, Lenexa, KS 66215

ADDRESS **ADDRESS**

Christel Torneden

Name of Licensee assisting Seller (Please Print) **Name of Licensee assisting Buyer (Please Print)**

913-269-5269 / 913-492-0200

Listing Licensee's Contact # Brokerage Contact # **Selling Licensee's Phone # Brokerage Contact #**

christel@homesbychristel.com

Listing Licensee's Email Address **Selling Licensee's Email Address**

FORM CERTIFICATION. (TO BE SIGNED BY LICENSEE PREPARING THIS FORM)

The undersigned Licensee assisted in completing the blanks in the foregoing form and confirms, to the best of his/her knowledge, that the printed form contains the language approved by Counsel for the Kansas City Regional Association of REALTORS®. The undersigned Licensee further confirms no additions or deletions to the approved language have been made, except such changes as may appear hereon made by hand or computer generation and signed and/or initialed by the party submitting this offer. Licensee's signature below is not an opinion as to the legal validity or meaning of any provisions contained in this form, but merely confirms, to the best of the Licensee's knowledge, no changes have been made to the approved form.

By: *Christel Torneden* dotloop verified 09/13/20 10:13 AM CDT QYUG-8V56-3HVX-6RSP
Licensee Preparing Form

CERTIFICATION OF REJECTION. (TO BE COMPLETED ONLY UPON SELLER'S REJECTION OF OFFER)

Listing Licensee acknowledges receipt of this offer and has made a presentation to SELLER on _____ for SELLER'S consideration. **DATE** **TIME**

By: _____
Licensee assisting Seller

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised 09/19. All previous versions of this document may no longer be valid. Copyright January 2020.



SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM (Residential)

1 **SELLER:**

2 _____
3 Marites J. Gianan

4 **PROPERTY:**

5 _____
6 1504 Elm Street, Eudora, KS 66025

7 **1. NOTICE TO SELLER.**

8 Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets if
9 space is insufficient for all applicable comments. SELLER understands that the law requires disclosure of any material
10 defects, known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in civil liability
11 for damages. Non-occupant SELLERS are not relieved of this obligation. This disclosure statement is designed to
12 assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers will rely on this information.

13 **2. NOTICE TO BUYER.**

14 This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not a substitute
15 for any inspections or warranties that BUYER may wish to obtain. It is not a warranty of any kind by SELLER or a
16 warranty or representation by the Broker(s) or their licensees.

17 **3. OCCUPANCY.**

18 Approximate age of Property? _____ How long have you owned? _____ selling AS IS
19 Does SELLER currently occupy the Property? Yes No
20 If "No", how long has it been since SELLER occupied the Property? _____ inherited _____ years/months

21 **4. TYPE OF CONSTRUCTION.** Manufactured Modular Conventional/Wood Frame
22 Mobile Other _____

23 **5. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH SELLER'S LAND**
24 **DISCLOSURE ALSO.) ARE YOU AWARE OF:**

- 25 a. Any fill or expansive soil on the Property? Yes No
- 26 b. Any sliding, settling, earth movement, upheaval or earth stability problems
27 on the Property? Yes No
- 28 c. The Property or any portion thereof being located in a flood zone, wetlands
29 area or **proposed** to be located in such as designated by FEMA which
30 requires flood insurance? Yes No
- 31 d. Any drainage or flood problems on the Property or adjacent properties? Yes No
- 32 e. Any flood insurance premiums that you pay? Yes No
- 33 f. Any need for flood insurance on the Property? Yes No
- 34 g. Any boundaries of the Property being marked in any way? Yes No
- 35 h. The Property having had a stake survey? Yes No
- 36 i. Any encroachments, boundary line disputes, or non-utility easements
37 affecting the Property? Yes No
- 38 j. Any fencing on the Property? Yes No
39 If "Yes", does fencing belong to the Property?..... N/A Yes No
- 40 k. Any diseased, dead, or damaged trees or shrubs on the Property? Yes No
- 41 l. Any gas/oil wells, lines or storage facilities on Property or adjacent property? Yes No
- 42 m. Any oil/gas leases, mineral, or water rights tied to the Property? Yes No

43 **If any of the answers in this section are "Yes", explain in detail or attach other**
44 **documentation:**

45 _____
46 _____
47 _____
48 _____
49 _____
50 _____
51 _____

52  _____
53 **SELLER**

54 _____
55 **BUYER** | **BUYER**

52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107

6. ROOF.

- a. Approximate Age: _____ years Unknown Type: _____
- b. Have there been any problems with the roof, flashing or rain gutters? Yes No
If "Yes", what was the date of the occurrence? _____
- c. Have there been any repairs to the roof, flashing or rain gutters? Yes No
Date of and company performing such repairs _____ / _____
- d. Has there been any roof replacement? Yes No
If "Yes", was it: Complete or Partial
- e. What is the number of layers currently in place? _____ layers or Unknown.

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation:

7. INFESTATION. ARE YOU AWARE OF:

- a. Any termites, wood destroying insects, or **other** pests on the Property? Yes No
 - b. Any damage to the Property by termites, wood destroying insects or **other** pests? Yes No
 - c. Any termite, wood destroying insects or **other** pest control treatments on the Property in the last five (5) years? Yes No
If "Yes", list company, **when and where** treated _____
 - d. Any current warranty, bait stations or other treatment coverage by a licensed pest control company on the Property? Yes No
If "Yes", the annual cost of service renewal is \$ _____ and the time remaining on the service contract is _____.
- (Check one)** The treatment system stays with the Property or the treatment system is subject to removal by the treatment company if annual service fee is not paid.

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation:

8. STRUCTURAL, BASEMENT/CRAWL SPACE, FIREPLACE AND EXTERIOR ITEMS.

ARE YOU AWARE OF:

- a. Any movement, shifting, deterioration, or other problems with walls, foundations, crawl space or slab? Yes No
- b. Any cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement floor or garage? Yes No
- c. Any corrective action taken including, but not limited to piercing or bracing? Yes No
- d. Any water leakage or dampness in the house, crawl space or basement? Yes No
- e. Any dry rot, wood rot or similar conditions on the wood of the Property? Yes No
- f. Any problems with driveways, patios, decks, fences or retaining walls on the Property? Yes No
- g. Any problems with fireplace including, but not limited to firebox, chimney, chimney cap and/or gas line? Yes No
Date of any repairs, inspection(s) or cleaning? _____
Date of last use? _____
- h. Does the Property have a sump pump? Yes No
If "Yes", location: _____
- i. Any repairs or other attempts to control the cause or effect of any problem described above? Yes No

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation:


09/18/20
12:46 AM CDT
dotloop Verified
SELLER

Initials

Initials



BUYER | BUYER

108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149

9. ADDITIONS AND/OR REMODELING.

- a. Are you aware of any additions, structural changes, or other material alterations to the Property? Yes No
If "Yes", explain in detail: _____
- b. If "Yes", were all necessary permits and approvals obtained, and was all work in compliance with building codes? N/A Yes No
If "No", explain in detail: _____

10. PLUMBING RELATED ITEMS.

- a. What is the drinking water source? Public Private Well Cistern
If well water, state type _____ depth _____
diameter _____ age _____
- b. If the drinking water source is a well, when was the water last checked for safety and what was the result of the test? _____
- c. Is there a water softener on the Property? Yes No
If "Yes", is it: Leased Owned?
- d. Is there a water purifier system? Yes No
If "Yes", is it: Leased Owned?
- e. What type of sewage system serves the Property? Public Sewer Private Sewer
 Septic System Cesspool Lagoon Other _____
- f. The location of the sewer line clean out trap is: _____
- g. Is there a sewage pump on the septic system? N/A Yes No
- h. Is there a grinder pump system? Yes No
- i. If there is a privately owned system, when was the septic tank, cesspool, or sewage system last serviced? _____ By whom? _____
- j. Is there a sprinkler system? Yes No
Does sprinkler system cover full yard and landscaped areas? N/A Yes No
If "No", explain in detail: _____
- k. Are you aware of any leaks, backups, or other problems relating to any of the, plumbing, water, and sewage related systems? Yes No
- l. Type of plumbing material currently used in the Property:
 Copper Galvanized PVC PEX Other _____
The location of the main water shut-off is: _____
- m. Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? N/A Yes No

If your answer to (k) in this section is "Yes", explain in detail or attach available documentation:


09/18/20
2:49 AM SGT
dotloop verified
SELLER

Initials _____

Initials _____


BUYER 
BUYER

150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203

11. HEATING AND AIR CONDITIONING.

- a. Does the Property have air conditioning? Yes No
 Central Electric Central Gas Heat Pump Window Unit(s)
 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
 1. _____
 2. _____
- b. Does the Property have heating systems? Yes No
 Electric Fuel Oil Natural Gas Heat Pump Propane
 Fuel Tank Other _____
 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
 1. _____
 2. _____
- c. Are there rooms without heat or air conditioning? Yes No
 If "Yes", which room(s)? _____
- d. Does the Property have a water heater? Yes No
 Electric Gas Solar Tankless
 Unit Age of Unit Leased Owned Location Capacity Last Date Serviced/By Whom?
 1. _____
 2. _____
- e. Are you aware of any problems regarding these items? Yes No
 If "Yes", explain in detail:

12. ELECTRICAL SYSTEM.

- a. Type of material used: Copper Aluminum Unknown
- b. Type of electrical panel(s): Breaker Fuse
 Location of electrical panel(s): _____
 Size of electrical panel (total amps), if known: _____
- c. Are you aware of any problem with the electrical system? Yes No
 If "Yes", explain in detail:

13. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:

- a. Any underground tanks on the Property? Yes No
- b. Any landfill on the Property? Yes No
- c. Any toxic substances on the Property, (e.g. tires, batteries, etc.)? Yes No
- d. Any contamination with radioactive or other hazardous material? Yes No
- e. Any testing for any of the above-listed items on the Property? Yes No
- f. Any professional testing/mitigation for radon on the Property? Yes No
- g. Any professional testing/mitigation for mold on the Property? Yes No
- h. Any other environmental issues? Yes No
- i. Any controlled substances ever manufactured on the Property? Yes No
- j. Any methamphetamine ever manufactured on the Property? Yes No

(In Missouri, a separate disclosure is required if methamphetamine or other controlled substances have been produced on the Property, or if any resident of the Property has been convicted of the production of a controlled substance.)

If any of the answers in this section are "Yes", explain in detail or attach test results and other documentation:


09/18/20
12:46 AM CST
dotloop verified
SELLER

Initials _____

Initials _____
BUYER | **BUYER**

- 204 **14. NEIGHBORHOOD INFORMATION & HOMEOWNER'S ASSOCIATION. ARE YOU AWARE OF:**
- 205 a. The Property located outside of city limits? Yes No
- 206 b. Any current/pending bonds, assessments, or special taxes that
- 207 apply to Property? Yes No
- 208 If "Yes", what is the amount? \$ _____
- 209 c. Any condition or proposed change in your neighborhood or surrounding
- 210 area or having received any notice of such? Yes No
- 211 d. Any defect, damage, proposed change or problem with any
- 212 common elements or common areas? Yes No
- 213 e. Any condition or claim which may result in any change to assessments or fees? Yes No
- 214 f. Any streets that are privately owned? Yes No
- 215 g. The Property being in a historic, conservation or special review district that
- 216 requires any alterations or improvements to the Property be approved by a
- 217 board or commission? Yes No
- 218 h. The Property being subject to tax abatement? Yes No
- 219 i. The Property being subject to a right of first refusal? Yes No
- 220 If "Yes", number of days required for notice: _____
- 221 j. The Property being subject to covenants, conditions, and restrictions of a
- 222 Homeowner's Association or subdivision restrictions? Yes No
- 223 k. Any violations of such covenants and restrictions? N/A Yes No
- 224 l. The Homeowner's Association imposing its own transfer fee and/or
- 225 initiation fee when the Property is sold? N/A Yes No
- 226 If "Yes", what is the amount? \$ _____

227

228 Homeowner's Association dues are paid in full until _____ in the amount of \$ _____

229 payable yearly semi-annually monthly quarterly, sent to _____ and

230 such incl _____

231 Homeowner's Association/Management Company contact name, phone number, website, or email address:

232

233

234

235

236 **If any of the answers in this section are "Yes" (except h and k), explain in detail or attach other**

237 **documentation:** _____

238 _____

239 _____

- 240 **15. PREVIOUS INSPECTION REPORTS.**
- 241 Has Property been inspected in the last twelve (12) months? Yes No
- 242 If "Yes", a copy of inspection report(s) are available upon request.
- 243

- 244 **16. OTHER MATTERS. ARE YOU AWARE OF:**
- 245 a. Any of the following?
- 246 Party walls Common areas Easement Driveways Yes No
- 247 b. Any fire damage to the Property? Yes No
- 248 c. Any liens, other than mortgage(s)/deeds of trust currently on the Property? Yes No
- 249 d. Any violations of laws or regulations affecting the Property? Yes No
- 250 e. Any other conditions that may materially affect the value
- 251 or desirability of the Property? Yes No
- 252 f. Any other condition, including but not limited to financial, that may prevent
- 253 you from completing the sale of the Property? Yes No
- 254 g. Any animals or pets residing in the Property during your ownership? Yes No
- 255 h. Any general stains or pet stains to the carpet, the flooring or sub-flooring? Yes No
- 256 i. Missing keys for any exterior doors, including garage doors to the Property? Yes No
- 257 List locks without keys _____
- 258 j. Any violations of zoning, setbacks or restrictions, or non-conforming uses? Yes No
- 259 k. Any unrecorded interests affecting the Property? Yes No
- 260 l. Anything that would interfere with giving clear title to the BUYER? Yes No

SELLER Initials BUYER BUYER

314 **Fill in all blanks using one of the abbreviations listed below.**

315 **“OS” = Operating and Staying with the Property (any item that is performing its intended function).**

316 **“EX” = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable Condition.**

317 **“NA” = Not applicable (any item not present).**

318 **“NS” = Not staying with the Property (item should be identified as “NS” below.)**

319

320

321

322

323

324

325

326

327

328

329

330

331

332

333

334

335

336

337

338

339

340

341

342

343

344

345

346

347

348

349

350

351

352

353

354

355

356

357

358

359

360

361

362

363

364

365

366

367

368

369

Air Conditioning Window Units, # _____
 Air Conditioning Central System _____
 Attic Fan _____
 Ceiling Fan(s), # _____
 Central Vac and Attachments _____
 Closet Systems _____
 Location _____
 Doorbell _____
 Electric Air Cleaner or Purifier _____
 Electric Car Charging Equipment _____
 Exhaust Fan(s) – Baths _____
 Fences – Invisible & Controls _____
 Fireplace(s), # _____
 Location #1 _____ Location #2 _____
 Chimney _____ Chimney _____
 Gas Logs _____ Gas Logs _____
 Gas Starter _____ Gas Starter _____
 Heat Re-circulator _____ Heat Re-circulator _____
 Insert _____ Insert _____
 Wood Burning Stove _____ Wood Burning Stove _____
 Other _____ Other _____

Fountain(s) _____
 Furnace/Heat Pump/Other Heating System _____
 Garage Door Keyless Entry _____
 Garage Door Opener(s), # _____
 Garage Door Transmitter(s), # _____
 Gas Yard Light _____
 Humidifier _____
 Intercom _____
 Jetted Tub _____

KITCHEN APPLIANCES

Cooking Unit _____
 Cooktop _____ Elec. _____ Gas _____
 Microwave Oven _____
 Oven _____
 Elec. _____ Gas _____ Convection _____
 Stove/Range _____
 Elec. _____ Gas _____ Convection _____
 Dishwasher _____
 Disposal _____
 Freezer _____
 Location _____
 Icemaker _____
 Refrigerator (#1) _____
 Location _____
 Refrigerator (#2) _____
 Location _____
 Trash Compactor _____

Laundry - Washer _____
 Laundry - Dryer _____
 Elec. _____ Gas _____
MOUNTED ENTERTAINMENT EQUIPMENT
 Item #1 _____
 Location _____
 Item #2 _____
 Location _____
 Item #3 _____
 Location _____
 Item #4 _____
 Location _____
 Item #5 _____
 Location _____
 Outside Cooking Unit _____
 Propane Tank _____
 Owned _____ Leased _____
 Security System _____
 Owned _____ Leased _____
 Smoke/Fire Detector(s), # _____
 Shed _____
 Spa/Hot Tub _____
 Spa/Sauna _____
 Spa Equipment _____
 Sprinkler System Auto Timer _____
 Sprinkler System Back Flow Valve _____
 Sprinkler System (Components & Controls) _____
 Statuary/Yard Art _____
 Playset _____
 Sump Pump _____
 Swimming Pool (Swimming Pool Rider Attached) _____
 Swimming Pool Heater _____
 Swimming Pool Equipment _____
 TV Antenna/Receiver/Satellite Dish _____
 Owned _____ Leased _____
 Water Heater(s) _____
 Water Softener and/or Purifier _____
 Owned _____ Leased _____
 Other _____


 09/18/20
 12:46 AM SGT
 dotloop verified
SELLER

Initials

Initials


BUYER


BUYER

370 Disclose any material information and describe any significant repairs, improvements or alterations to the Property not
371 fully revealed above. If applicable, state who did the work. Attach to this disclosure any repair estimates, reports,
372 invoices, notices or other documents describing or referring to the matters revealed herein:
373
374
375

376
377 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing
378 Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or
379 guarantee of any kind. SELLER hereby authorizes the Licensee assisting SELLER to provide this information to
380 prospective BUYER of the Property and to real estate brokers and salespeople. **SELLER will promptly notify**
381 **Licensee assisting the SELLER, in writing, if any information in this disclosure changes prior to Closing, and**
382 **Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER, in writing, of such changes.**
383 **(SELLER and BUYER initial and date any changes and/or attach a list of additional changes. If attached, #**
384 **of pages).**
385

386 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS**
387 **DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
388 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**
389
390
391

392 *Marites J. Gianan* dotloop verified
393 09/18/20 12:46 AM
394 SGT

394 SELLER

DATE

SELLER

DATE

395
396 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**
397

- 398 1. I understand and agree the information in this form is limited to information of which SELLER has actual knowledge
399 and SELLER need only make an honest effort at fully revealing the information requested.
400 2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or agents
401 concerning the condition or value of the Property.
402 3. I agree to verify any of the above information, and any other important information provided by SELLER or Broker(s)
403 (including any information obtained through the Multiple Listing Service) by an independent investigation of my own.
404 I have been specifically advised to have Property examined by professional inspectors.
405 4. I acknowledge neither SELLER nor Broker(s) is an expert at detecting or repairing physical defects in Property.
406 5. I specifically represent there are no important representations concerning the condition or value of Property made
407 by SELLER or Broker(s) on which I am relying except as may be fully set forth in writing and signed by them.
408
409

410 BUYER

DATE

BUYER

DATE

411
412

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of the Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised 09/19. All previous versions of this document may no longer be valid. Copyright January 2020.



Agenda Statement

Date: Monday, October 12, 2020
To: Mayor, Vice-Mayor and City Commissioners
From: Barack Matite, City Manager
Re: Recognize Renee Davis

Background

Renee Davis celebrated her 15 years with the City of Eudora on July 6th. Ms. Davis is the budget analyst/treasurer and her work over the years has transformed the City and elevated the budget and finance department's stature. She is part of the team that is leading our efforts of becoming a high performing organization. Ms. Davis is very passionate, meticulous and cares deeply about her work and how its done. She does her work, and she does it well!

We are grateful to have her as a colleague and a member of the leadership team. Please help us celebrate her 15 years of service with the City. Thank Renee!

To recognize and show our appreciation to Ms. Davis, staff has ordered a gift from the League of Kansas Municipalities to be presented to her at the meeting.

Budget Impact – N/A

City Manager Approval – N/A

Recommended Commission Action

Suggested Motion: None necessary.



Agenda Statement

Date: October 12, 2020
To: Mayor and City Commission
From: Barack Matite, City Manager
Jeffery Rhodes, Management Analyst
Eric Strimple, Utility Billing Specialist

Re: Consideration and Approval of the City's CARES Act Funding Programs - Utility Assistance & Small Business Assistance

Background

The City of Eudora applied for and was awarded \$499,212 through the CARES Act, Kansas SPARK Committee, and the Douglas County COVID-19 relief program for direct aid. Below is a table summarizing the aid Eudora received:

CARES Act – County Relief Funds (CRF) – City of Eudora	
Program	Funding Amount
<i>Utility Assistance Program</i>	<i>\$163,500</i>
<i>Small Business Assistance Program</i>	<i>\$119,500</i>
Community Wi-Fi & Distance Learning Initiative	\$103,000
City of Eudora – Direct Transfer	\$51,500
Fire & EMS – Public Safety Direct Transfer	\$38,500
Eudora Public Library Digital Equity Expenses	\$23,212
Program & Direct Aid Total	\$499,212
City of Eudora Reimbursements (March – July)	\$19,285.47
Grand Total of CARES Act Funds	\$518,497.47
County Website for full CRF Details	

Part of that award was earmarked for the City to administer utility assistance and small business assistance programs. The goal of the programs, as outlined in front of you this evening, is to provide relief to Eudora residents – utility account holders, and small businesses – who have experienced impacts or financial hardship as a result of the COVID-19 pandemic.

Instead of distributing these funds with a first come, first served approach, the City and our partners are working to provide the funds more equitably and prioritize those who have the most need and/or who have been most severely impacted by COVID-19.

In your packet you will find an overview of each program, including:

- Eligibility requirements
- Application timeline and details
- Application rating criteria
 - As part of the CARES Act / County Relief Funds requirements, each program must have a clearly articulated application process with easy to follow instructions and criteria by which applications will be scored
- Funding amounts and award limits
- Application review criteria
 - As part of the CARES Act / County Relief Funds requirements, each program must have a clearly articulated review process with easy to follow instructions and criteria by which applications will be reviewed and funding amounts awarded

Utility Assistance Program

The utility assistance program will distribute \$163,500 – minus administration and marketing costs - to eligible and active Eudora utility account holders. City staff – the utility billing office, finance department, and city manager’s office – will administer and distribute these grant funds. Applications will be accepted from October 13 – 30, 2020 and will be reviewed by City staff once the application period closes.

Applications will be reviewed using a tiered scoring structure. Residents who are already on our COVID-19 contract payment plan, and those who have lost work, seen reduced pay, or who have annual household incomes below the Area Median Income (AMI) will be prioritized to receive funds first. City Staff will rank all applications together and distribute funds to each eligible applicant based on their rank in the tier structure, until the program funds are exhausted. Account holders from all circumstances are eligible to apply, however, the review team reserves the right to award funds to those who can demonstrate the most need and/or the most severe impacts from COVID-19.

If there are funds remaining after the first round of applications and disbursements, the program will be reopened to consider prioritizing seniors and other vulnerable populations who have not already applied.

Small Business Assistance Program

The small business assistance program will distribute \$113,525 to eligible Eudora utility account holders. The City was awarded \$119,500 for this program and is employing Governmental Assistance Services (GAS) to help us administer these grant funds. GAS’s administration fee is capped at 5% of program costs. The contract with GAS is included in your packet and there is a motion to approve that contract as part of this process to allow the mayor to sign and execute that contract agreement.

Applications will be accepted from October 13 – 30 and will be reviewed by the review committee once the application period closes. For this program, CARES Act guidelines require that we use a review committee to review applications to determine the priority of fund distribution. That committee will consist of City Staff, the grant administrator, and the Executive Director of the Eudora Chamber of Commerce.

Applications will be reviewed, scored, and ranked using the attached application and scoring rubric. Similar to the Utility Assistance Program, our goal is to distribute funds to those businesses that have been impacted by COVID-19 and can demonstrate need. The committee will award funds to those businesses that score higher on the rubric first, until program funds are exhausted.

If there are funds remaining after the first round of applications and disbursements, the program will be reopened to consider other businesses, non-profits, and other community organizations who have also been impacted by COVID-19.

Staff Recommendation

Staff recommends approving the small business and utility assistance programs, with any changes approved by the Commission. We are eager to hear your thoughts, take your questions, and consider alternatives to meet your needs and ensure that these programs achieve their stated goals.

Staff also recommends approving the grant administration contract – included in your packet – for Brett Waggoner and GAS to manage the Small Business Assistance Program on behalf of the City.

City Manager’s Approval – N/A

Budget Impact – N/A

Recommended Action

Suggested Motion 1: I move the City Commission approve the Eudora Utility Assistance Program and Small Business Assistance Program as outlined by staff – including any recommended changes discussed by the Commission – and instruct staff to execute the programs as outlined.

Suggested Motion 2: I move the City Commission approve the grant administration contract with Governmental Assistance Services (GAS) and authorize the mayor to execute the contract.

City of Eudora Utility Assistance Program (EUAP)

CARES Act Funding / Douglas County CRF Funds

INTRODUCTION

The City of Eudora will administer a utility assistance program as part of its receipt of CARES Act funding. Eudora was awarded \$163,500 – minus administrative and marketing costs - to provide utility assistance to residents. The program is designed to help offset the impacts that families have faced from COVID-19.

ELIGIBILITY REQUIREMENTS

All City of Eudora, active, residential utility account holders will be eligible to apply for this program, with a limit of one (1) award per account and/or household.

APPLICATION SUBMISSION REQUIREMENTS

Applications will be submitted online, using the attached application form. Applications will be accepted for two weeks – October 13 – October 31, 2020. Once the deadline passes, applications will be reviewed by City staff, scored according to the attached rubric and metrics, and funds will be distributed based on need until program money is exhausted.

APPLICATION RATING CRITERIA

Utility Assistance will be awarded to applicants based on demonstrated need, with the highest levels of need prioritized, until all funds are distributed. Should any documentation be missing, incorrect or otherwise have deficiencies City Staff will contact the applicant for corrections. The criteria that will be used to rate the applications are as follows:

Tier 1 Candidates – First Priority for Utility Assistance

- Current or previously enrolled in the Eudora COVID-19 Contract Payment Program
- Demonstrated job loss since March 1, 2020
- Able to provide proof of lost wages

Tier 2 Candidates – Second Priority

- Furlough or other reduction in earnings since March 1, 2020
- Household income is 50% or less of the Area Median Income (AMI) for Douglas County, as measured by the Department of Housing & Urban Development (HUD)
- Able to prove household income and provide evidence of loss of wages

Tier 3 Candidates – Third Priority

- Household income is 99% - 51% of the Area Median Income (AMI) for Douglas County, as measured by the Department of Housing & Urban Development (HUD)

- Proof of household income required

Tier 4 Candidates – Fourth Priority

- Household income is above 100% of the Area Median Income (AMI) for Douglas County, as measured by the Department of Housing & Urban Development (HUD)
- Proof of household income required

Income Guidelines for Eudora Utility Assistance Program

These guidelines are based on data from the Department of Housing and Urban Development (HUD), and shared with the Lawrence-Douglas County Housing Authority (LDCHA). Details can be found on their website - <https://www.ldcha.org/eligible>

Please locate your family size in the first column and match across to your annual household income. If your household income falls between two columns, use the lower category.

For example, if you are a household of 4 and your annual household income is \$55,000, you will be classified in the 50% of median income group for this program.

Annual Household Income Guidelines for Eudora Utility Assistance Program				
Family Size	30% of Median	50% of Median	80% of Median	100% of Median
	(Extremely Low)	(Very Low)	(Low)	
1	\$17,200	\$28,700	\$45,850	\$57,350
2	\$19,650	\$32,800	\$52,400	\$65,500
3	\$22,100	\$36,900	\$58,950	\$73,700
4	\$25,750	\$40,950	\$65,500	\$81,900
5	\$30,170	\$44,250	\$70,750	\$88,450
6	\$34,590	\$47,550	\$76,000	\$95,000
7	\$39,010	\$50,800	\$81,250	\$101,550
8	\$43,430	\$54,100	\$86,500	\$108,100
<i>Effective 04/01/2019 as published by HUD. AMI in Douglas County = \$81,900 (family of 4)</i>				

FUNDING AMOUNT

Maximum funding per eligible utility account / household shall be the average of one (1) month’s utility bill, based on the last 12-month average, not to exceed \$1,000. The 12-month average will be calculated based on actual usage from October 1, 2019 through September 30, 2020 period, to incorporate routine utility averages and COVID-19 impacted utility costs.

APPLICATION REVIEW CRITERIA / PROCESS

Applications will be reviewed using the program application and be assessed based on the criteria outlined in this program document and the application. Applicants must indicate an eligible impact due to COVID-19 since March 1, 2020. Those impacts will be weighted – based

on similar utility assistance programs - to ensure that those who have the most need are served by this program.

[Program application available by using this link](#)

REVIEW AND AWARD PROCESS

Applications will be reviewed to determine eligibility and award amount. Awards will be granted based number of applications received by the October 31, 2020 deadline, and the availability of funds.

Once the complete application is reviewed, applicants will be notified of their award status no later than Dec. 20, 2020. The City will issue payment directly to the resident's utility account. Account holders will see the credit on their account listed as a "COVID-19 Payment."

Only one application is allowed per household.

DISCLAIMER

The City reserves the right to disburse funds at the level appropriate for each application, demonstrated need, and based on availability of program funds. The goal of this program is to provide utility assistance funds to those who have been most heavily impacted by COVID-19 and who have the most need.

The Utility Assistance program does not take the place of current utility charges. Residents/account holders are responsible for paying their bills, associated fees, and penalties. Any funds awarded through this program will be applied to existing or future utility costs.

There may be an auditing process that could require a resident to present evidence that they have been financially impacted by COVID-19.

Should you need help with the application or have additional questions about the Eudora Utility Assistance Program, please contact Jeffery Rhodes – jrhodes@cityofeudoraks.gov, or by phone – 785-690-7123.

City of Eudora Small Business Assistance Program (ESBAP) – CARES Act Funding / Douglas County CRF Funds

INTRODUCTION

The City of Eudora will administer a small business assistance program as part of its receipt of CARES Act funding. Eudora was awarded \$119,500 – minus administrative and marketing costs - to provide small business assistance to local, Eudora businesses. The program is designed to help offset the impacts that businesses have faced from COVID-19.

ELIGIBILITY REQUIREMENTS

- Local, Eudora businesses with 20 or fewer employees (including the owner)
- Must be a for-profit business in good standing with Kansas Secretary of State as verified by BESS check
- Must have been in operation as of February 1, 2020
- Demonstrate an annualized reduction in revenue of 20% or greater
- No unpaid code enforcement issues or utility liens
- Business plan in place to return to full operation after local and state emergency guidelines are lifted
- Businesses that have been previously awarded CARES Act funding are eligible to apply for this program; however, must show that the funds they may be awarded through this program will not be used for previously covered expenses. All funds must be used for new, unique expenditures.

ELIGIBLE EXPENSES

- Typical working capital including, but not limited to wages, rent, utilities, inventory, advertising, insurance, etc.
- Expenses are eligible only if incurred between 3/1/20 and 12/31/20
- Receipts, paid invoices or cancelled checks will be required for proof of eligible spending

APPLICATION SUBMISSION REQUIREMENTS

Applications will be submitted online, using the attached application form. The application will go live on October 13 and will close on October 30. Applications will be reviewed by the program committee (City staff, grant administrator, and Eudora Chamber of Commerce Executive Director). Funds will be awarded based on the application criteria below.

APPLICATION RATING CRITERIA

Applications will be awarded based on demonstrated need, as measured by the application and eligibility criteria. Should any documentation be missing, incorrect or otherwise have deficiencies a member of the program committee will contact the applicant for corrections.

FUNDING AMOUNT

Maximum funding per eligible business is \$20,000.

REIMBURSABLES

Past expenditures dated as early as March 1, 2020 and those incurred up until December 31, 2022 are eligible for reimbursement. Lost revenue should be tied to the impacts of COVID-19 and be related to losses in working capital, as outlined above.

APPLICATION REVIEW CRITERIA / PROCESS

Applications will be reviewed by the review committee, using the attached application and rating criteria. This includes relevant business information, impacts from COVID, lost revenue and other working capital, and reimbursement needs.

DISCLAIMER

The City reserves the right to offer assistance at the level appropriate for each application, demonstrated need, and based on availability of program funds. The goal of this program is to provide small business assistance funds to those who have been most heavily impacted by COVID-19 and that have the most need.

There may be an auditing process that could require a small business owner to present evidence that they have been financially impacted by COVID-19 and used CARES Act funds to offset the costs of the impacts from the COVID-19 pandemic.

Should you need help with the application or have additional questions about the Eudora Small Business Assistance Program, please contact Jeffery Rhodes – jrhodes@cityofeudoraks.gov, or by phone – 785-690-7123.

Eudora Small Business Assistance Program – Criteria & Scoring¹					
Possible Score	Category	Available Points	Criteria	Points Awarded	Notes
25 points	Is the applicant eligible for this grant program?	5	Business located within the city limits of Eudora		
		5	For-profit business		
		5	Fewer than 20 employees		
		5	In operation before February 1, 2020		
		5	In good standing with the State of Kansas		
50 points	How has this business been impacted by COVID-19?	20	Reduction in annualized revenue over last year		20% minimum threshold
		10	Laid off / Furloughed staff		
		10	Unable to pay rent, bills, utilities, etc.		
		5	Plans to remain in operation past the end of 2020		
		5	Other?		0 if blank, up to 10 points for additional impact
25 points	Has this business received other federal COVID-19 funds?	5	Payroll Protection Program (PPP)		0 points if yes, 5 if no
		5	Small Business Administration		0 points if yes, 5 if no
		5	CDBG-CV		0 points if yes, 5 if no
		5	Douglas County		0 points if yes, 5 if no
		5	Other?		0 points if yes, 5 if no other aid has been received

¹ This is a working draft. A final draft of the criteria and scoring matrix will be finalized next week.

CONTRACT FOR ADMINISTRATION SERVICES
CITY OF EUDORA, KANSAS
2020 CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT

THIS CONTRACT made this 12th day of October 2020, between WESTERN CONSULTANTS DBA GOVERNMENTAL ASSISTANCE SERVICES, PO Box 187, Lawrence, Kansas 66044, and EUDORA, KANSAS (THE CITY).

WHEREAS, THE CITY, is engaged in Reimbursements and Direct Aid Relief with funds provided by the 2020 Coronavirus Aid, Relief, and Economic Security Act, and,

WHEREAS the completion of this project requires the services of a qualified Administrator.

NOW, THEREFORE, THE CITY engages the services of WESTERN CONSULTANTS upon the following terms and conditions:

1. TERMINATION OF CONTRACT

A. FOR CAUSE

If, through any cause, either party shall fail to fulfill, in a timely and proper manner, their obligations under this Contract, or if either party shall violate any of the covenants, agreements, or stipulations of this Contract, the other party shall thereupon have the right to terminate this Contract by giving written notice to the breaching party of such termination and specifying the effective date thereof. This notice shall not be less than fifteen (15) days prior to the effective date.

B. FOR CONVENIENCE

THE CITY may terminate this Contract, in whole or in part, at any time by written notice to WESTERN CONSULTANTS.

In event of termination, all finished or unfinished documents, studies and reports prepared by WESTERN CONSULTANTS, under this Contract, shall remain the property of WESTERN CONSULTANTS until WESTERN CONSULTANTS receives just and equitable compensation for any work satisfactorily completed hereunder, in accordance with this Contract, whereupon said documents, studies and reports shall become the property of THE CITY.

2. CHANGES

THE CITY may from time to time, request changes in the scope of services of WESTERN CONSULTANTS to be performed hereunder. Such changes, including any increase or decrease in the amount of WESTERN CONSULTANTS' compensation, which are mutually agreed upon by both parties shall be incorporated in written amendments to this Contract.

3. PERSONNEL

- A. WESTERN CONSULTANTS represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be the employees of or have any contractual relationship with THE CITY.
- B. All of the services required hereunder will be performed by WESTERN CONSULTANTS or under its supervision and all personnel shall be fully qualified to perform such services.
- C. None of the work or services covered by this Contract shall be subcontracted without the prior approval of THE CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

4. SERVICES OF WESTERN CONSULTANTS

Services outlined in this Contract are those necessary to effectively administer the project. The following summary of services is not intended to limit the scope of service, but is intended to illustrate the work and services to be provided by WESTERN CONSULTANTS.

These services will include, but are not limited to the following:

- Work with City Staff to formulate a Business Grant Direct Aid Plan.
- Preparation of reports and paperwork to be submitted to Douglas County, the Spark Task Force and Office of Recovery.
- Perform necessary accounting procedures, relating to this project, until project is completed.

- Review payment requests and check these against invoices.

- Process Reconciliation requests at the scheduled intervals required by the Office of Recovery.
- Attend Meetings that are project related.
- Report schedule changes to Governing Body.
- Assist City in project related public hearings (if require) throughout the entire project.
- Work with Douglas County, the Spark Task Force and Office of Recovery and furnish additional information they may request.
- Perform additional duties as may be required.
- Assist City in securing qualified audit firm if required.
- Provide proper close-out requested by Douglas County, the Spark Task Force and Office of Recovery.
- Operate within Federal and State guidelines, specifically:
 1. Title VI Civil Rights Act of 1964
 2. Title VIII Civil Rights Act of 1968 (Fair Housing Act)
 3. Section 109 Certifications
 4. Section 504 Certifications
 5. Age Discrimination Act of 1975
 6. Fair Housing Amendments Act of 1988
 7. Executive Order 11063 Certifications
 8. Kansas Act Against Discrimination
 9. Executive Order 11246 Certifications
 10. Section 3 Certifications
 11. Title VIII of the Civil Rights Act of 1968 as amended by the Housing Act of 1974
 12. Section 503 of the Rehabilitation Act of 1973 as amended
 13. 24 CFR 85 as modified by CFR 570 Subpart J
 14. Title 1 of the Housing & Community Development Act of 1974 as amended
 15. Section 519 Public Law 101-144 (The 1990 HUD Appropriation Act)
 16. Cranston-Gonzales National Affordable Housing Act (Section 906 & 912)
- Assist the City in developing a financial management system which will meet State and Local standards.

- Comply with all applicable laws, ordinances and codes for the State and Local governments.
- Western Consultants will not discriminate against any employee or applicant for employment because of race, sex, creed, color or national origin. WESTERN CONSULTANTS will take Affirmative Action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

5. AUDIT

THE CITY will be responsible for having the records relating to this project audited by a Certified Public Accountant at the completion of this project if required. The expense for this audit will be a responsibility of the CITY.

6. INTEREST OF THE CITY'S GOVERNING BODY

No member of the Governing Body of the CITY, and no other officer, employee or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program shall have any personal financial interest, direct or indirect, in this Contract, and WESTERN CONSULTANTS shall take appropriate steps to insure compliance.

7. INTEREST OF WESTERN CONSULTANTS AND EMPLOYEES

WESTERN CONSULTANTS covenants that it presently has no interest and shall not acquire interest, direct or indirect, in any business within the CITY OF EUDORA that may benefit from the 2020 The Coronavirus Aid, Relief, and Economic Security Act or any other interest of its service hereunder. WESTERN CONSULTANTS further covenants that in the performance of this Contract no person having any such interest shall be employed.

8. FEES

THE CITY agrees to pay WESTERN CONSULTANTS a fee for the services outlined.

The fee, for these services, will be as follows:

Administration services will be billed at 5% of all items submitted, not to exceed \$5,975, on Reconciliation Forms at the intervals provided by Douglas County and the Office of Recovery.

This agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns and shall be governed by the laws of the State of Kansas.

This agreement contains the entire understanding of the parties. It may not be changed orally. This agreement may be amended or modified only in writing that has been executed by both parties hereto.

IN WITNESS WHEREOF, the parties have signed this Contract the day and year first mentioned above.

Mayor Tim Reazin

ATTEST: _____
City Clerk

(SEAL)

Brett Waggoner
Western Consultants



Memorandum

To: Mayor and Commissioners
From: Lauren Freeman, Management Fellow
Date: October 12, 2020
Re: Downtown Grant Program Analysis & Recommendations

Background:

The City of Eudora established the Downtown Grant Program in 2011 as a policy response to the City's 2010 Economic Development Plan, which recommended that the city "provide assistance to existing and potential businesses to encourage downtown revitalization."

The stated objectives of the Downtown Grant Program include the following:

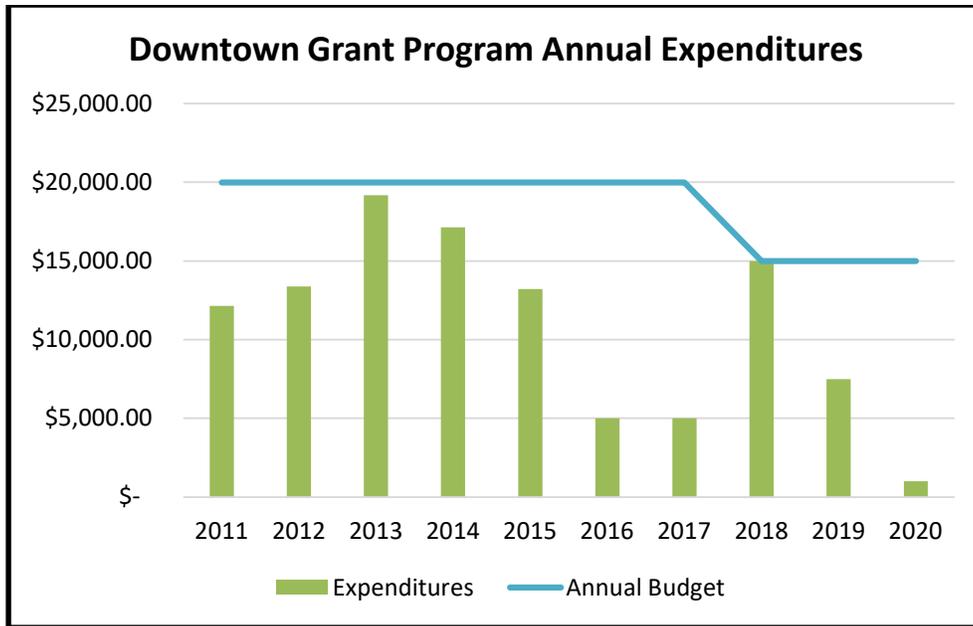
- 1) Improve the attractiveness of downtown Eudora.
- 2) Add or expand private businesses in downtown Eudora.
- 3) Create partnerships between the City and private businesses through leveraging matching funds.

Starting in 2011, the program was allocated \$20,000 per year through the annual budget process, which provided up to \$5,000 per grant to businesses on Main Street. In 2017, the program expanded to include both Main and 10th Street, the annual budget was reduced to \$15,000. At this time the program also began providing grants up to \$7,500 in grants to Eudora businesses. The grants provided through this program are for capital improvement projects in downtown businesses only. The program does not fund the purchase of personal property that could leave the building if sold.

Program Analysis:

Annual Grant Expenditures

The graph on the next page demonstrates the Downtown Grant Program's annual expenditures in comparison with its annual allocated budget. From 2011 to 2017, the program had a total grant budget of \$20,000. The budget was reduced to \$15,000 in 2017 and has remained at that level. The graph demonstrates that while there was a resurgence in applications after revisions in 2017, the amount of funding given out since then as dropped down again.



Current Scoring Criteria

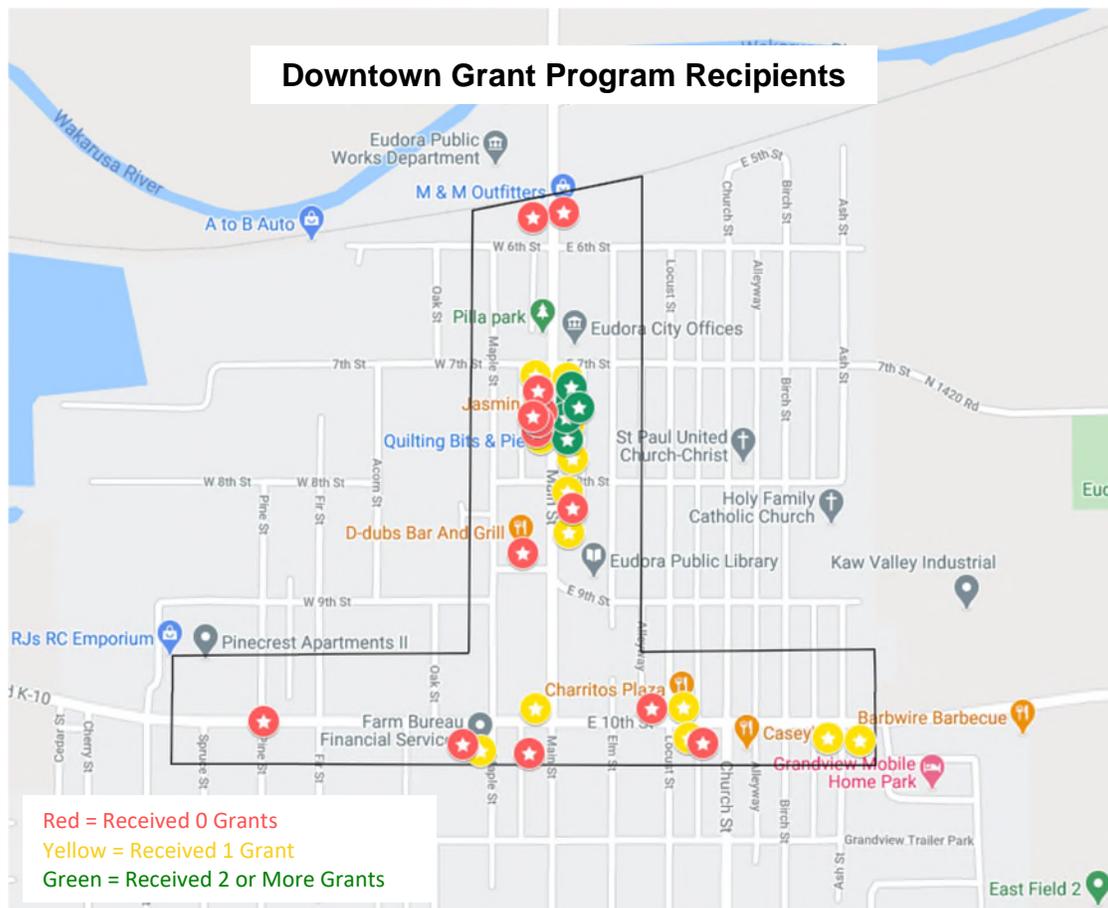
The scoring criteria used in the Downtown Grant Program mirror the stated objectives of the program. Note that applications can score 50 points for providing a match, regardless of the amount.

Table A: DOWNTOWN EUDORA GRANT PROGRAM CRITERIA & SCORING			
25 points	Does the proposed project enhance downtown Eudora?	5	Do the proposed improvements enhance the exterior of the property?
		5	Do the proposed improvements add value to the property?
		5	Are the proposed improvements such that future property tenants would benefit from them?
		5	Do the proposed improvements enhance the efficiency of resource consumption of the property?
		5	Do the proposed improvements address City Code or ADA violations?
25 points	Does the grant application add or expand private business in downtown Eudora	10	Is the applicant business new to downtown Eudora?
		15	Is the applicant business expanding existing operations in downtown Eudora?
50 points	Does the grant application include matching funds?	50	Yes
		0	No

Grant Recipient Map

The following map demonstrates the current boundaries of the grant program, which dictates what businesses are eligible for funding. Additionally, each business is marked with either a red marker denoting that business address has never received a grant, a yellow marker denoting they have received one grant, or a green marker denoting they have received two or more grants.

There are 16 businesses who have received at least one grant since 2011 and 14 businesses within the boundary who have never utilized this program. The list of businesses that have not received a grant are derived from the City's list of commercial business accounts, which was cross-referenced with the list of businesses that have received grants in the past.



Exploring Program Expansion:

The possibility of expanding this program to all Eudora businesses was brought up at a previous City Commission meeting. After further analysis by City staff, it was determined that expanding the program city-wide would require establishing a new program with a very different mission. The Downtown Grant Program focuses on revitalizing the downtown area and supporting downtown businesses, so expanding the program city-wide would move away from this original intent. The City of Eudora supports small businesses outside the downtown area in other ways, including providing financial support to the Chamber of Commerce and connecting local businesses with county, state, and federal financial resources. The City will continue to explore ways to support these local businesses outside of establishing a new grant program.

Recommendations:

- 1) Expand the program boundary to include all businesses on 10th Street.
 - a. This will allow newer businesses on 10th Street who are not currently in the boundary to be eligible to apply.
- 2) Establish a program deadline.
 - a. An application deadline for this program will allow staff to score all the applications at once and prioritize them using those scores. A deadline will also help staff market the program in a more targeted way, which will hopefully result in more applications submitted.
 - b. If funds are still available after deadline, applications can be accepted and funded on a first come, first served basis.
- 3) Establish a 25% match requirement.
 - a. A consistent match will provide most predictability for applicants and make program administration easier for staff. This will also change the scoring guidelines, which currently award all 50 points to an application regardless of how much they are willing to match.
 - b. For example, if an applicant would like to receive the full \$7,500 grant, they will be required to match that grant with \$2,500 of their own funding, bringing the total project costs to \$10,000.
- 4) Change the three year rule, which limits grant recipients from applying again for three years, to be included in the scoring guidelines.
 - a. With this change, those who have received a grant in the past year will be scored less than those that have not. This will allow applications that have not received funding in the past three years to gain priority, while also allowing repeat applications to be funded if there are no other applications that year.