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## **AGENDA**

### **CALL TO ORDER**

### **PLEDGE OF ALLEGIANCE**

### **ROLL CALL**

### **OLD BUSINESS**

1. Approval of Minutes

### **AUDIENCE PARTICIPATION**

### **PRESENTATIONS**

2. Leavenworth County Port Authority (LCPA) Education Campaign

### **NEW BUSINESS**

3. Public Hearing - Resolution B-5-2025
4. Appointment to Board of Zoning Appeals
5. Executive Session – Consultation with Attorney

### **REPORTS - City Attorney, City Administrator, Department Heads, Councilmembers**

6. June Fire Department Report
7. June Library Report
8. June Fleet Report
9. City Administrator Report

### **PROCLAMATIONS**

### **OTHER ITEMS OF INTEREST**

### **ADJOURNMENT**

Regular meetings are held on the first and third Thursday of each month. For information on how to view prior meetings, please visit our website at <https://www.lansingks.org>. Any person wishing to address the City Council, simply proceed to the microphone in front of the dais after the agenda item has been introduced and wait to be recognized by the Mayor. When called upon, please begin by stating your name and address. A time designated "Audience Participation" is listed on the agenda for any matter that does not appear on this agenda. The Mayor will call for audience participation. Please be aware that the City Council and staff may not have had advance notice of your topic and that the City Council may not be able to provide a decision at the meeting. If you require any special assistance, please notify the City Clerk prior to the meeting.

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# AGENDA ITEM

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TO: Tim Vandall, City Administrator  
FROM: Tish Sims, City Clerk  
DATE: July 14, 2025  
SUBJECT: Approval of Minutes

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The Regular Meeting Minutes of July 3, 2025, are enclosed for your review.

Action: Staff recommends a motion to approve the Regular Meeting Minutes of July 3, 2025, as presented.

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## AGENDA ITEM # 1

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# CITY OF LANSING

## CITY COUNCIL MEETING

REGULAR MEETING MINUTES  
July 3, 2025

### Call To Order:

The regular meeting of the Lansing City Council was called to order by Mayor McNeill at 7:00 p.m.

### Roll Call:

Mayor McNeill called the roll and indicated which Councilmembers were in attendance.

### Councilmembers Present:

**Ward 1:** Gene Kirby

**Ward 2:** Don Studnicka and Jake Kowalewski

**Ward 3:** Kerry Brungardt and Jesse Garvey

**Ward 4:** Dan Clemons and Pete Robinson

**Councilmembers Absent:** Kevin Gardner

## OLD BUSINESS:

The Regular Meeting minutes of June 17, 2025, were provided for review.

Councilmember Brungardt made a motion to approve the Regular Meeting Minutes of June 17, 2025, as presented. Councilmember Kowalewski seconded the motion.

**Roll Call Vote:** Aye: Councilmembers Kowalewski, Garvey, Robinson, Clemons, Brungardt, Studnicka, and Kirby; Nay: none; Abstain: none; Absent: Councilmember Gardner; The motion was approved.

### Audience Participation:

Paul Cromer – 23916 131st St Leavenworth, KS

- Expressed opinion regarding KCKCC Lansing campus.

### Presentations:

### COUNCIL CONSIDERATION OF AGENDA ITEMS:

#### **Kansas City Kansas Community College Lot Purchase**

KCKCC President Dr. Greg Mosier was in attendance to update Council. Kansas City Kansas Community College (KCKCC) is proposing to purchase Lot 3 of Lansing Towne Centre 2nd Replat, a 3-acre lot, from the City to expand the potential size of the proposed Lansing campus. The College and the City have agreed to a purchase price of \$95,000 for 3 acres. Staff recommends the City Council discuss selling Lot 3.

- Dr. Mosier gave a presentation discussing:
  - Original vision from 2021.
  - Kansas City, Kansas location inspiration for development in Leavenworth County.
  - Additional lot would allow for a Community Workforce Center and increased parking.
  - Possible programs offered.
  - Statistics of economic impact.

Discussion continued between Council and Dr. Mosier regarding construction start date, number of employees, foot traffic at site, and scholarship opportunities.

**Councilmember Kirby made a motion to sell Lot 3 of Lansing Towne Centre 2<sup>nd</sup> Replat to Kansas City Kansas Community College for a total of \$95,000. Councilmember Studnicka seconded the motion.**

**Roll Call Vote: Aye: Councilmembers Kowalewski, Garvey, Robinson, Clemons, Brungardt, Studnicka, and Kirby; Nay: none; Abstain: none; Absent: Councilmember Gardner; The motion was approved.**

### **Planning Commission Appointment**

Ginger Riddle submitted an application to re-apply for the Planning Commission. If appointed, Ms. Riddle's term would end on April 30, 2028.

**Councilmember Robinson made a motion to appoint Ginger Riddle to the Planning Commission for a term ending on April 30, 2028. Councilmember Kowalewski seconded the motion.**

**Roll Call Vote: Aye: Councilmembers Kowalewski, Garvey, Robinson, Clemons, Brungardt, Studnicka, and Kirby; Nay: none; Abstain: none; Absent: Councilmember Gardner; The motion was approved.**

### **IdeaTek Telcom Phone Contract**

The City solicited 3 quotes from providers to modernize and consolidate the telecommunications infrastructure. IdeaTek Telcom, LLC submitted a proposal that includes hosted phone system services for 75 users, technical setup and training, and one analog line for fax services. The agreement offers competitive pricing at \$1,153.00 per month, with the first month free and installation fees waived with a 5-year term. The full term would be worth an estimated \$69,180. Staff recommends approval of the proposed five-year service agreement with IdeaTek Telcom, LLC.

**Councilmember Garvey made a motion to approve the service agreement with IdeaTek Telcom, LLC and authorize the Mayor to execute the agreement and any related documents. Councilmember Kirby seconded the motion.** Discussion continued between Community and Economic Development Director Joshua Gentzler and City Council regarding other bids

**Roll Call Vote: Aye: Councilmembers Kowalewski, Garvey, Robinson, Clemons, Brungardt, Studnicka, and Kirby; Nay: none; Abstain: none; Absent: Councilmember Gardner; The motion was approved.**

### **Ordinance No. 1133 – Sewer and Solid Waste Assessments**

Pursuant to Chapter 16, Utilities, Section 16-116 and 16-209 (e), the City Council is to be presented with a list of delinquent accounts and the customer's information. Upon adoption by the City Council and subsequent publication in the Leavenworth Times, this Ordinance shall constitute a lien against the real estate for which service is supplied. One hundred fourteen (114) properties with a total delinquency of \$131,429.97 are listed in the ordinance. The Staff does not submit this ordinance for assessment until August 25, 2025. Residents are given the opportunity to be removed from the Ordinance by setting up a payment plan with the city before that date.

**Councilmember Robinson made a motion to adopt Ordinance No. 1133 for assessment of delinquent sewer and trash bills. Councilmember Clemons seconded the motion.** Discussion continued between Finance Director Beth Sanford and City Council regarding collections process and payment plans.

**Roll Call Vote: Aye: Councilmembers Kowalewski, Garvey, Robinson, Clemons, Brungardt, Studnicka, and Kirby; Nay: none; Abstain: none; Absent: Councilmember Gardner; The motion was approved.**

**Executive Session – Consultation with Attorney**

Councilmember Kirby made a motion to enter into Executive Session for consultation with the Attorney for the City which would be deemed privileged in an Attorney-Client relationship, K.S.A. 75-4319(b)(2) for 15 minutes beginning at 7:35 PM and returning to the Council Chambers at 7:50PM and to include the Governing Body, City Administrator, City Attorney, David Powell and City Clerk. Councilmember Kowalewski seconded the motion.

Roll Call Vote: Aye: Councilmembers Kowalewski, Garvey, Robinson, Clemons, Brungardt, Studnicka, and Kirby; Nay: none; Abstain: none; Absent: Councilmember Gardner; The motion was approved.

Councilmember Kirby made a motion to return to Open Session at 7:52PM. No binding action was taken. Councilmember Clemons seconded the motion.

Roll Call Vote: Aye: Councilmembers Kowalewski, Garvey, Robinson, Clemons, Brungardt, Studnicka, and Kirby; Nay: none; Abstain: none; Absent: Councilmember Gardner; The motion was approved.

**Executive Session – Preliminary Discussion of Real Property Transaction**

Councilmember Brungardt made a motion to go into Executive Session for the preliminary discussion of Real Property, K.S.A. 75-4319(b)(6) for 15 minutes, beginning at 7:53PM and returning to the Council Chambers at 8:08PM and to include the Governing Body, City Administrator, City Attorney, and Economic Development Director. Councilmember Kowalewski seconded the motion.

Roll Call Vote: Aye: Councilmembers Kowalewski, Garvey, Robinson, Clemons, Brungardt, Studnicka, and Kirby; Nay: none; Abstain: none; Absent: Councilmember Gardner; The motion was approved.

Councilmember Kirby made a motion to return to Open Session at 8:08PM. No binding action was taken. Councilmember Garvey seconded the motion.

Roll Call Vote: Aye: Councilmembers Kowalewski, Garvey, Robinson, Clemons, Brungardt, Studnicka, and Kirby; Nay: none; Abstain: none; Absent: Councilmember Gardner; The motion was approved.

**REPORTS:**

**Department Heads:** none.

**City Attorney:** none.

**City Administrator:** none.

**Governing Body:**

Councilmember Kowalewski:

- Thanked Ginger Riddle for volunteering.
- Independence Celebration was awesome. My family enjoyed it.
- Been to the pool 7 days in a row.

Councilmember Garvey:

- Thanked Mrs. Riddle and all the volunteers for the city.
- Independence Celebration was awesome.
- Thank you to staff regarding smooth traffic flow after event.

Councilmember Robinson:

- Echoed what everyone else said.
- Thanked staff on the 4<sup>th</sup> of July celebrations.

Councilmember Clemons:

- Gave update on Leavenworth County Port Authority and Leavenworth County Development Corporation budget proposal.

Councilmember Brungardt:

- Commented on working with staff at the Independence Celebration.
- Excited about the pool.

Councilmember Studnicka:

- Attaboy to all the staff on the Independence Day Celebration.
- Happy 4<sup>th</sup> of July.

Mayor McNeill:

- Thanked staff for the Independence Day Celebration.

Councilmember Kirby:

- Echoed what everyone else stated.

**ADJOURNMENT:**

**Councilmember Kirby made a motion to adjourn. Councilmember Clemons seconded the motion.**

**Roll Call Vote: Aye: Councilmembers Kowalewski, Garvey, Robinson, Clemons, Brungardt, Studnicka, and Kirby; Nay: none; Abstain: none; Absent: Councilmember Gardner; The motion was approved.**

The meeting was adjourned at 8:14PM.

**ATTEST:**

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City Clerk Tish Sims, CMC

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# AGENDA ITEM

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TO: Tim Vandall, City Administrator  
 FROM: Joshua Gentzler  
 DATE: July 17, 2025  
 SUBJECT: Leavenworth County Port Authority (LCPA) Education Campaign

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*Overview:* The Leavenworth County Port Authority (LCPA), in collaboration with the Leavenworth County Development Corporation (LCDC), has launched a countywide education campaign to raise awareness about the importance of sustained investment in economic development. The campaign follows a comprehensive polling effort and is designed to build public trust, highlight the value of economic development, and encourage engagement from residents and local leaders.

*Policy Consideration:* N/A

*Financial Consideration:* n/a

*Action:* Staff recommends the Council receive and file the LCPA Education Campaign materials and support continued engagement with the campaign. Council members are encouraged to help share accurate information, engage in public discussion, and advocate for sustained economic development investment in Leavenworth County.



FOR IMMEDIATE RELEASE

[Date]

# Leavenworth County Port Authority Launches Community Education Campaign

## The Port Authority Supports Countywide Economic Development

Leavenworth County, KS — The Leavenworth County Port Authority (LCPA) is proud to announce the launch of a new community education campaign aimed at informing and engaging residents on the critical role economic development plays in the future of Leavenworth County.

“Economic development efforts are critical for ensuring that Leavenworth County is ready for growth and competitive with surrounding communities. Economic development creates the opportunities families need today and supports businesses creating the jobs our kids will need in the future,” said Doug Schimke, LCPA Chairperson.

The Campaign will focus on three core areas:

- **Value of Economic Development:**  
The campaign will highlight how economic development directly impacts the daily lives of residents through job creation, infrastructure improvements, and expanded opportunities. The campaign will demonstrate how economic development contributes to the prosperity of each community within Leavenworth County.
- **Transparency and Accountability:**  
The Leavenworth County Port Authority and the Leavenworth County Development Corporation (LCDC) will provide clear, accessible information on how taxpayer dollars are managed and allocated, emphasizing their roles as independent, responsible organizations. Residents will gain a better understanding of how public funds are used effectively to support long-term economic growth.
- **Building Trust and Support:**  
By showcasing success stories and measurable outcomes, the campaign will demonstrate that strategic investments in economic development yield lasting benefits.



that ultimately create a stronger economy and more vibrant communities for future generations.

The campaign will include community presentations, informational materials, digital outreach, and opportunities for residents to engage directly with LCPA and LCDC staff, board members, and Community Ambassadors.

“We are committed to transparency, community engagement, and responsible stewardship of public resources,” said Schimke.

For more information or to learn how to get involved, visit <https://lvcountyed.org/> or contact [Lisa Haack](mailto:lhaack@LVCountyED.org), LCDC Executive Director, at [lhaack@LVCountyED.org](mailto:lhaack@LVCountyED.org) or by calling 913-727-6111.

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Leavenworth County Port Authority (LCPA) is a quasi-governmental agency whose primary mission is to assist in developing economic opportunities via the planning, construction and marketing of industrial property/facilities in Leavenworth County. LCPA was originally established under state statute in 1969 to provide guidance and direction for developing the port area along the Missouri and Kansas Rivers. Today, the organization has adapted to serve additional economic development needs of the community.

Leavenworth County Development Corporation (LCDC) catalyzes economic growth in Leavenworth County, Kansas. This powerful coalition ensures access to critical partners to accelerate and maximize investment for companies looking to startup, relocate, or expand.

# Education Campaign

## A Roadmap for Economic Development Funding Support



### Education Campaign

Questions?

Contact Lisa Haack, Executive Director, LCDC

[lhaack@LVCountyED.org](mailto:lhaack@LVCountyED.org)

(913) 727-6111

## EDUCATION CAMPAIGN: ANNOUNCEMENT

The Leavenworth County Port Authority (LCPA) is launching a new community education campaign aimed at informing and engaging residents on the critical role economic development plays in the future of Leavenworth County.

The Campaign will focus on three core areas:

- Value of Economic Development
  - Highlight how economic development directly impacts the daily lives of residents through job creation, infrastructure improvements, and expanded opportunities.
  - The campaign will demonstrate how economic development contributes to the prosperity of each community within Leavenworth County.
- Transparency and Accountability
  - Residents will gain a better understanding of how public funds are used effectively to support long-term economic growth.
- Building Trust and Support
  - By showcasing success stories and measurable outcomes, the campaign will demonstrate that strategic investments in economic development yield lasting benefits that ultimately create a stronger economy and more vibrant communities for future generations.

## EDUCATION CAMPAIGN: PROCESS

Leavenworth County Port Authority (LCPA) and Leavenworth County Development Corporation (LCDC) have engaged with Golden Shovel Agency (GSA) and taken significant steps towards community brand building and outreach.

### Project Process

#### Step One

- LCPA Polling Campaign (Feb 2025)
  - Traditional Polling Services
  - Digital Survey
  - Stakeholder Interviews

#### Step Two

- LCPA Education Campaign
  - Press Release
  - FAQ
  - Custom Website Content
  - Social Media
  - Digital Ad Campaign
  - Reporting

## EDUCATION CAMPAIGN: STEP ONE RESULTS

Golden Shovel Agency conducted a polling campaign to assess voter sentiment regarding a potential ballot measure to fund economic development activities in January 2025.

**The Polling Campaign included three ways to engage with prospective voters.**

- Traditional polling services
- Digital Survey
- One-on-one and group stakeholder interviews

### **Key Findings**

- On the initial ballot test, neither proposal reached 40% in support of a potential countywide tax levy.
- However, 78% generally supported new economic development efforts, including workforce development, industrial business park development, job creation, and supporting local businesses.
- Voters are focused on the cost of living, with 59% indicating it as the biggest challenge.

While voters are not yet ready to support a ballot measure for economic development funding, stakeholders and residents want to see more **high-paying jobs, thriving businesses, and enhanced quality of life**. The opportunity ahead lies in helping the community understand how economic development directly benefits them, how it **creates jobs**, and how LCPA and LCDC operate as independent, transparent entities working in their best interest.

# EDUCATION CAMPAIGN: STEP TWO GOALS

## Top LCPA Education Campaign Goals

### #1 Strengthen Community Engagement

- Engage local leaders, businesses, and elected officials to champion economic development.
- Foster collaboration to present a unified vision.
- Leverage respected community members and businesses to promote positive messaging through local engagement and signage.

### #2 Address Tax Concerns & Communicate Economic Benefits Clearly

- Demonstrate how attracting businesses reduces reliance on property taxes.
- Use real examples, such as Hill's Pet Nutrition, to highlight past successes.
- Provide full transparency on funding and spending to build public trust.

### #3 Tailor Marketing & Messaging for Different Audiences

- Customize outreach for northern areas (seeking revitalization) and southern areas (expanding strategically).
- Highlight how economic development dollars can go towards downtown revitalization and infrastructure upgrades.

## EDUCATION CAMPAIGN: STEP TWO GOALS

### Top LCPA Education Campaign Goals

#### #4 Combat Negative Perceptions & Social Media Criticism

- Encourage community engagement with public meetings, digital outreach, and local events.
- Maintain consistent branding and messaging across all stakeholders to reinforce a unified and credible narrative.

#### #5 Highlight Strategic Business Attraction Efforts

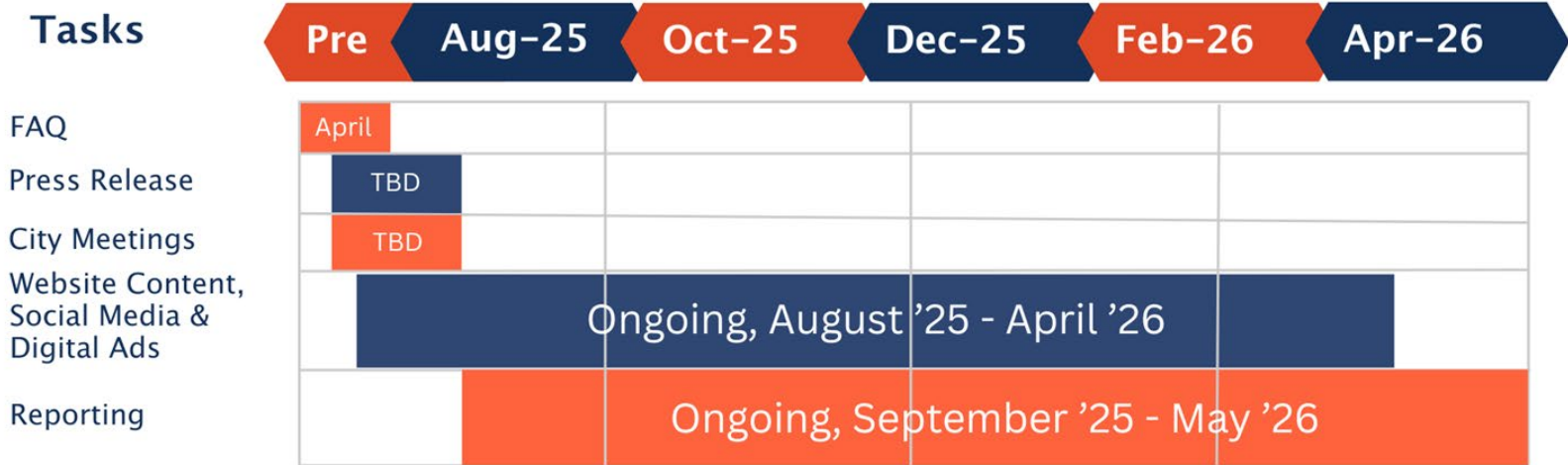
- Target small-to-mid-sized companies that provide living-wage jobs.
- Demonstrate efforts to prioritize industries that align with community strengths.

#### #6 Demonstrate Efforts to Improve Infrastructure & Transportation Access

- Highlight efforts to expand industrial development in areas with available land and utilities to support growth.

## EDUCATION CAMPAIGN: STEP TWO TIMELINE

Leavenworth County Port Authority (LCPA) and Leavenworth County Development Corporation (LCDC) have engaged with Golden Shovel Agency (GSA) and taken significant steps towards community brand building and outreach.



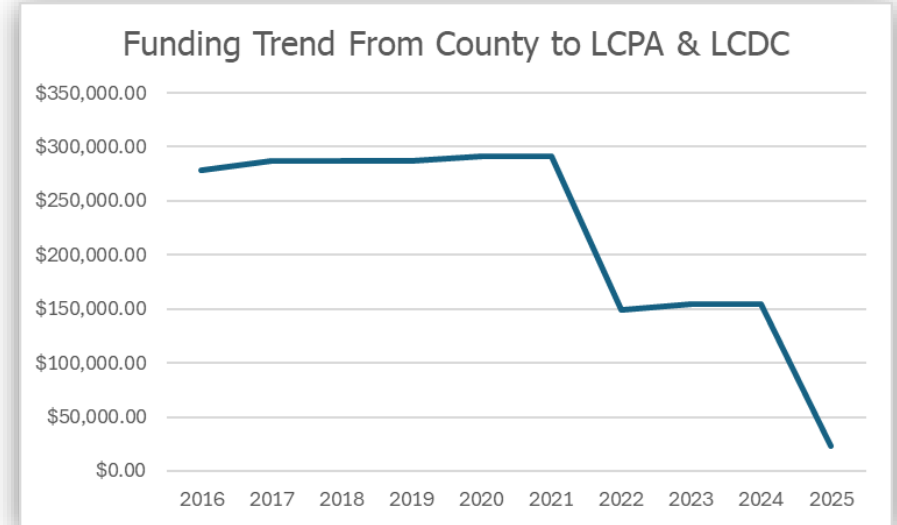
## EDUCATION CAMPAIGN: GET INVOLVED

**Build Upon Positivity & Stay Positively Optimistic**

**As community leaders, will you help us focus on positive messaging and funding economic development as a way to take advantage of regional growth?**

### Why is the campaign necessary?

- For the upcoming budget year, LCPA funding from the County is expected to fall between \$25,000 and \$75,000.
- With significantly reduced funding, economic development efforts in Leavenworth County will face serious limitations.
- Sustained investment in economic development is essential to ensure Leavenworth County remains competitive with surrounding communities
- If LCPA & LCDC remain underfunded, it will be more difficult to compete on a regional and national level to help facilitate the creation and retention of jobs and capital investment for Leavenworth County.



## MARKETING COLLATERAL: PRESS RELEASE

This press release will be issued to publicly launch the Education Campaign—it is a strategic step designed to support future policy decisions and community investment. LCPA requests support and encourages stakeholders to leverage the press release in presentations, digital channels, and community events to extend its reach.

### DRAFT

FOR IMMEDIATE RELEASE

[Date]

## Leavenworth County Port Authority Launches Community Education Campaign

### The Port Authority Supports Countywide Economic Development

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“Economic development efforts are critical for ensuring that Leavenworth County is ready for growth and competitive with surrounding communities. Economic development creates the opportunities families need today and supports businesses creating the jobs our kids will need in the future,” said Doug Schimke, LCPA Chairperson.

[View Full Draft  
Press Release](#)

## EDUCATION CAMPAIGN: FREQUENTLY ASKED QUESTIONS

**The FAQ document serves as a foundation of knowledge**

LCPA and the Golden Shovel team developed a FAQ document to serve as a foundation of knowledge that empowers the public with accurate, digestible, and trustworthy information—reducing misinformation, aligning stakeholders, and strengthening support for future decisions

[View Full Draft FAQ](#)

### DRAFT

## Leavenworth County Educational Campaign on Economic Development FAQ

#### 5 FAQ Sections:

- Who is Leading the Leavenworth County Educational Campaign on Economic Development?
- Why is the Leavenworth County Port Authority launching an Educational Campaign?
- What Would Sustained Investment in Economic Development Provide for Leavenworth County?
- What Economic Impact has resulted from the Economic Development Activities of the Leavenworth County Port Authority and Leavenworth County Development Corporation?
- How Can I Get Involved in Supporting Economic Development in Leavenworth County?

# MARKETING COLLATERAL: EXAMPLE GRAPHICS

Launching a coordinated social media and digital ad campaign is essential for maximizing visibility, strengthening public understanding, and activating community participation



## Conclusion – Final Thoughts

- Currently the Property Tax Split is 90% Residential, 10% Commerical/Industrial. Should be 70-30
- We Need to work on Bringing in more Tax Dollars to the County, Cities, and Schools from New Industrial/Commerical Businesses
- Development Anywhere in the County helps Everyone. \$120MM in assessed value lowers the County Mill rate by 1 mill.
- Leavenworth County is going to experience tremendous growth. We need to take Advantage of the Opportunity

# Thank You



## Education Campaign

Questions?

Contact Lisa Haack, Executive Director, LCDC

[lhaack@LVCountyED.org](mailto:lhaack@LVCountyED.org)

(913) 727-6111



# Leavenworth County Educational Campaign on Economic Development FAQ

## 5 FAQ Sections:

- Who is Leading the Leavenworth County Educational Campaign on Economic Development?
- Why is the Leavenworth County Port Authority launching an Educational Campaign?
- What Would Sustained Investment in Economic Development Provide for Leavenworth County?
- What Economic Impact has resulted from the Economic Development Activities of the Leavenworth County Port Authority and Leavenworth County Development Corporation?
- How Can I Get Involved in Supporting Economic Development in Leavenworth County?



# Who is Leading the Leavenworth County Educational Campaign on Economic Development?

Who is leading the Economic Development Educational Campaign?

[Leavenworth County Port Authority](#)

## How do the Leavenworth County Port Authority and Leavenworth County Development Corporation serve Leavenworth County?

Leavenworth County Port Authority is a quasi-governmental agency established under state statute in 1969 to guide and direct port development. Today, it owns and manages land on behalf of the community - land designed to support job creation. The Leavenworth County Port Authority also plays a role in advocating for the development of property and infrastructure for industrial and commercial projects that increase capital investment and job creation. The Leavenworth County Port Authority consists of seven appointed board members who contracts with Leavenworth County Development Corporation for marketing services and staff work.

Leavenworth County Development Corporation is the lead organization responsible for business attraction, retention, expansion, and economic development coordination in Leavenworth County. For example, the Leavenworth County Development Corporation-meets with site selectors and realtors representing businesses, showing them sites and buildings that are available in Leavenworth County, connecting them with workforce and government leaders, and playing a role in helping to bring a project to Leavenworth County. It is common practice for each community in the U.S. to have a designated economic development team to handle this process. Leavenworth County Development Corporation staff also visit approximately 40 businesses per year, listening to their concerns, connecting them to resources, and helping them overcome any barriers to success so they can stay and thrive in Leavenworth County. These face-to-face meetings provide business leaders with hands-on support and show them that the County wants their business. Leavenworth County Development Corporation provides a public-private organization for all of Leavenworth County with full-time, credentialed staff, dedicated to pursuing economic development for the county and the communities within it.

## How are Leavenworth County Port Authority and Leavenworth County Development Corporation accountable to the public?

The Leavenworth County Port Authority operates under the Kansas Open Meetings Act, with meeting agendas, notes, and recordings posted online. Leavenworth County Port Authority is accountable to elected officials who appoint board members. There are representatives on the board from communities in Leavenworth County, along with a countywide representative, and local leaders. Board members are volunteers interested in ensuring Leavenworth County has a strong economy and are not paid for their time. Open Meetings laws dictate that when board members get together, the meeting is documented, recorded and available for the public to watch, ensuring complete transparency.

Leavenworth County Development Corporation is not a government organization. Leavenworth County Development Corporation is a public-private organization accountable to its members and investors. Leavenworth County Development Corporation does not take or manage taxpayer funds directly. It does not offer companies financial incentives either. Instead, Leavenworth County Development Corporation does the work of economic development and plays a key role in initiating economic development conversations with local governments.

## How are Leavenworth County Port Authority board members selected?

A Leavenworth County Port Authority board member is a volunteer position with no compensation. The Leavenworth County Port Authority has a board of seven members appointed jointly by the Board of County Commissioners and the Commissions of the cities of Leavenworth, Lansing, Tonganoxie and Basehor and serve three-year terms.

## How are Leavenworth County Development Corporation board members selected?

A Leavenworth County Development Corporation board member is a volunteer position with no compensation. The Leavenworth County Development Corporation Board consists of 18–27 members, including representatives from the county and three cities, with a five-member executive committee. Past members generally have been CEOs and business leaders, but general community members are encouraged to express interest. Board members must be Leavenworth County Development Corporation investors. They are appointed annually in January to serve 3-year terms.

Board members may serve on both boards, but it's not required.

## Is there any conflict of interest with board members benefiting from economic development projects?

No. Board members with both organizations are volunteer positions with no compensation. Board members are not “getting in on economic development project deals.” This is a common misconception. Oversight by public officials ensures transparency and fairness. In addition, the Open Meetings Act ensures that all meetings are recorded and available to the public. The public can attend meetings or listen at any time. In addition, the Leavenworth County Port Authority’s obligation to abide by the Open Meetings Act ensures that all their meetings are recorded and available to the public. The public can attend meetings or listen at any time. Members of the public who attend meetings will get information at the same time as the board.

The boards are made of community-minded individuals committed to responsible economic growth. In 2024 alone, 44 volunteers committed nearly 675 hours of their time to Leavenworth economic development, saving approximately \$35,000 that would have been paid out to private contractors instead.



# Why is the Leavenworth County Port Authority launching an Educational Campaign?

## How are the Leavenworth County Port Authority and Leavenworth County Development Corporation funded?

Historically, Leavenworth County directly funded the Leavenworth County Port Authority and the Leavenworth County Development Corporation. However, three years ago, the County shifted to funding only the Leavenworth County Port Authority. Under this structure, the Leavenworth County Port Authority now has the discretion to allocate funding to Leavenworth County Development Corporation as needed.

Leavenworth County Port Authority receives funding from Leavenworth County. Previously, county funding for both organizations was around \$365,000 annually. In recent years, that amount has declined significantly and re-directed to other County budget items. For the upcoming budget year, Leavenworth County Port Authority funding from the County is expected to fall between \$25,000 and \$75,000.

Leavenworth County Development Corporation is funded through a combination of public and private sources:

### Support from the Port Authority:

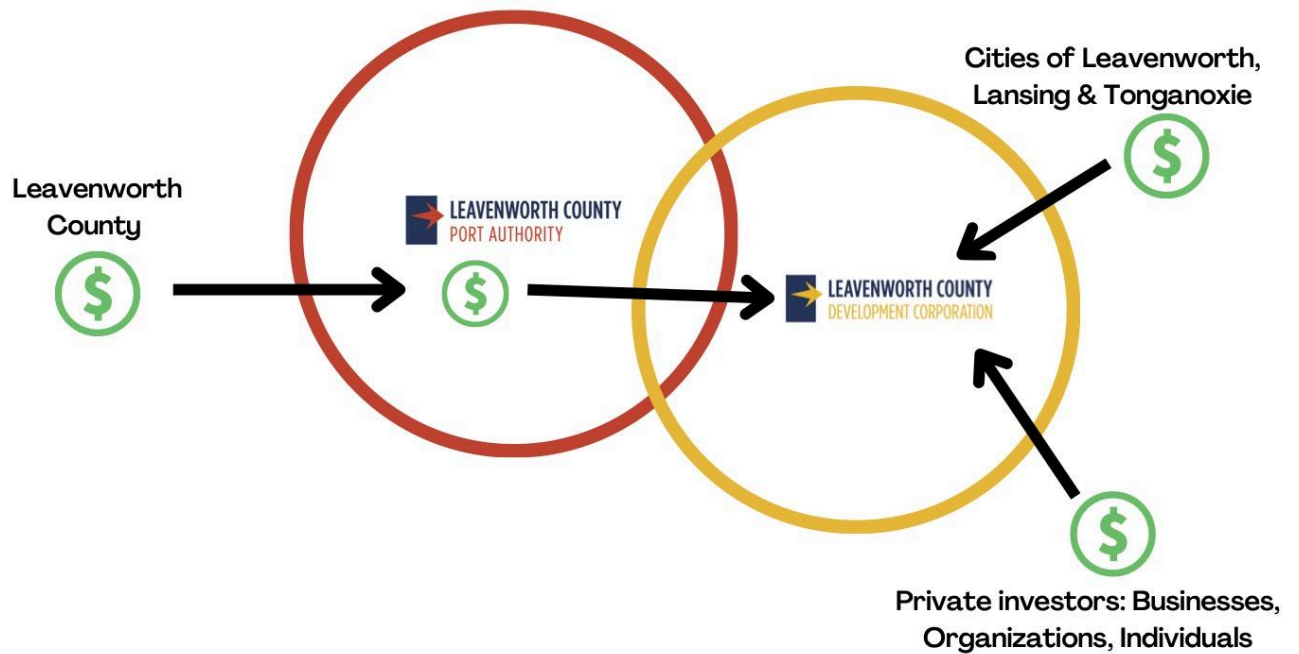
The largest portion of current Leavenworth County Development Corporation funding comes from the Leavenworth County Port Authority.

### Public Funding:

Leavenworth County Development Corporation receives annual contributions from each of the three cities in Leavenworth County: Leavenworth, Lansing, and Tonganoxie, accounting for approximately 31% of its annual budget. The amount each city contributes is determined by a formula that considers property valuation and population size, meaning the City of Leavenworth typically contributes the most. These contributions must be formally requested and approved each year.

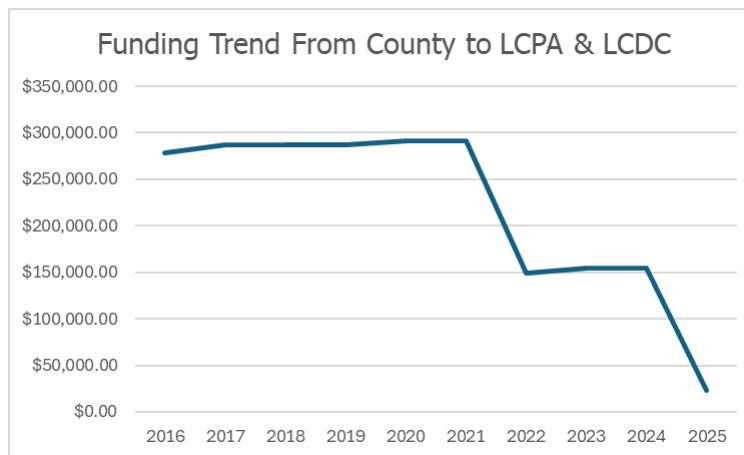
### Private Investment:

Leavenworth County Development Corporation also receives funding from private sector businesses through tiered investment levels, accounting for approximately 21% of its annual budget. These funds help support economic development programs, outreach, and business services across the county.



## Why is the Campaign necessary?

For the upcoming budget year, Leavenworth County Port Authority funding from the County is expected to fall between \$25,000 and \$75,000.



With significantly reduced county funding, economic development efforts in Leavenworth County will face serious limitations. The Leavenworth County Port Authority and the Leavenworth

County Development Corporation are the only organizations dedicated solely to driving economic development in the county.

Sustained investment in economic development is essential to ensure Leavenworth County remains competitive with surrounding communities, prepared for future growth, and positioned as a destination of choice. It's about creating lasting opportunities for today's families, their children and grandchildren to build a future and thrive right here at home.

Additionally, the Leavenworth County Development Corporation is the organization responsible for supporting the existing business community, ensuring that obstacles are removed that could hinder their growth or become reasons for relocating to another county. These visits require the Leavenworth County Development Corporation to have a staff person dedicated to supporting businesses. Without funding, it will be impossible for us to do so. These organizations have proven results that include creating new jobs and increasing capital investment, which helps expand the tax base and reduce the tax burden on homeowners.

## What will be the result of underfunding the Leavenworth County Port Authority and Leavenworth County Development Corporation?

If the organizations remain underfunded, it will make it more difficult for Leavenworth County to compete with surrounding counties. Having these countywide organizations combines the knowledge and expertise from both the public and private sectors along with a dedicated, full-time team with economic development credentials working closely with our regional partner, Kansas City Area Development Council (KCADC) and our state partners at Kansas Commerce to bring regional and national exposure and help facilitate the creation and retention of jobs and capital investment for Leavenworth County. Reducing funds for these organizations will severely limit future growth in Leavenworth County. In other words, saving money now by cutting funding for economic development can have consequences that last for decades. If we want businesses and jobs to come to Leavenworth County, we need to prioritize attracting them and supporting existing businesses that are here.



# What Economic Impact has resulted from the Economic Development Activities of the Leavenworth County Port Authority and Leavenworth County Development Corporation?

What economic development projects have contributed positively to the growth of Leavenworth County?

The Leavenworth County Port Authority and the Leavenworth County Development Corporation have played a role in creating over 400 jobs in Leavenworth County and more than \$558 million in announced capital investment from 2020-2024.

Those results come from land preparation so it's shovel-ready, marketing of available properties, responding to Requests for Information (RFI's), facilitating project development, selling land to businesses creating community jobs, and ongoing work with existing businesses to help them overcome barriers to growth.

From 2020 to 2025, the Leavenworth County Development Corporation also helped existing businesses in Leavenworth County, resulting in 98 retained jobs and over \$40 million in capital investment. From 2020 to 2024, Leavenworth County Development Corporation helped facilitate new business in Leavenworth County, which resulted in 322 new jobs and over \$517 million in capital investment.

In 2024 alone, the business attraction and retention efforts of Leavenworth County Development Corporation resulted in the following.

- The DSM-Firmenich construction project in the Tonganoxie Business Park, expected to reach completion in 2025.
- Project Transport- Croucher and Associates purchased two lots in the Urban Hess Business Center, where they will invest \$2.5 million to build a 25,000 square foot storage and distribution facility for Wind Electrical Construction Supply.
- 59 new Project Leads from regional and state partners and directly from prospective companies.
- Helped existing companies save over \$950,000 through state and local programs which resulted in the creation on 29 new jobs, five retained jobs, and over \$7 million of capital investment.

- Conducted 40 business visits and helped several companies with workforce solutions.

## What major economic development successes have the organizations accomplished recently?

In the past two years, Leavenworth County Port Authority and Leavenworth County Development Corporation have helped expand several existing businesses, secured partnerships that led to new job creation, provided support services to existing businesses, maintained operational efficiency with a small, dedicated staff of three, and continued coordination of regional and state economic strategies.

[Hill's Pet Nutrition opened a smart manufacturing plant](#) in Tonganoxie in 2023, bringing 100 new jobs to the community. While the company experiences a tax abatement incentive, it will pay a Payment in Lieu of Taxes (PILOT) totaling \$1.9 million over the 10-year period. Once the 10 years are complete, the company will pay over \$3 million in property taxes each year, the equivalent of 595 private homes paying taxes.

And that's the power of economic development. When the Leavenworth County Port Authority and Leavenworth County Development Corporation attract new businesses or help businesses to grow, significant tax revenue is generated, which helps to pay for important services like police and fire, schools, libraries, and more. As a result, individual homeowners carry less of the tax burden.



# How Can I Get Involved in Supporting Economic Development in Leavenworth County?

How can residents get more involved or learn more?

Residents interested in serving on the Leavenworth County Port Authority or Leavenworth County Development Corporation boards, or learning more about projects or the organization, can:

- Attend open meetings.
- View past agendas and minutes - [Leavenworth County Port Authority](#) and [Leavenworth County Development Corporation](#).
- View updates on the [organizations' websites](#).
- [Email Lisa Haack](#) directly or call her at (913) 727-6111 to express interest in board service or ask questions.

# AGENDA ITEM

TO: Tim Vandall, City Administrator  
 FROM: Joshua Gentzler J G  
 DATE: July 17, 2025  
 SUBJECT: Public Hearing – Ordinance 1134 - Riverbend Heights RHID

## Resolution B-5-2025

**Overview:** The City Council voted to conduct a public hearing in accordance with K.S.A. 12-5245 to consider the establishment of a Reinvestment Housing Incentive District (RHID) and the adoption of the associated Development Plan for Riverbend Heights on July 15, 2025.

Action:

Staff recommends that the Council open, hold, and close the public hearing.

## Ordinance 1134 – Creating the Riverbend Heights RHID

**Overview:** The Governing Body adopted Resolution No. B-2-2025 on February 6, 2025 finding a shortage of quality housing in Lansing and expressing intent to form an RHID under K.S.A. 12-5241 et seq. After the required publication and state review, the Kansas Secretary of Commerce approved establishment of a district on February 28, 2025.

The attached Development Plan creates the **Riverbend Heights RHID** covering approximately 146 acres southwest of McIntyre Rd. & 131st St. and anticipates the development approximately 417 single-family homes. The Plan outlines:

	Value
Existing 2025 assessed value	<b>\$119,984</b>
Estimated build-out assessed value	<b>≈ \$14.4 million</b>
Total project cost	<b>\$27.14 million</b>
Eligible RHID reimbursable costs	<b>\$23.58 million</b>
RHID term / capture	<b>20 years / 80 % of real-property increment</b>
Gross increment (20-yr)	<b>≈ \$21.8 million (NPV ≈ \$8.33 million)</b>

*Policy Consideration:*

**Housing Supply & Affordability:** Adds hundreds of new lots across varied price points, directly addressing Council findings of housing shortage.

*Financial Consideration:*

# AGENDA ITEM # 3

# AGENDA ITEM

TO: Tim Vandall, City Administrator  
 FROM: Joshua Gentzler J G  
 DATE: July 17, 2025  
 SUBJECT: Public Hearing – Ordinance 1134 - Riverbend Heights RHID

- **No City Debt or General Fund Exposure:** Reimbursement occurs only from 80 % of new property-tax increment actually generated; the City will not issue GO or special obligation bonds.
- **Positive Cash Flow to Taxing Jurisdictions:** Base valuation (\$119,984) plus 20 % of new increment flow immediately to regular taxing funds; after 20 years the full valuation returns to all jurisdictions. The City would receive roughly \$1.3 Million (NPV ≈ \$500,000) over the course of the existence of the RHID, based on the current 20% share of the property taxes collected.
- **Feasibility Verified:** The developer shows projected increment is sufficient to retire all reimbursable costs within the 20-year term; private equity/debt covers remaining costs.
- **Minimal Administrative Cost:** Developer pays application, publication, and legal fees; ongoing monitoring funded through the Development Agreement.

*Action:* Staff recommends approval of the Development Plan for the Riverbend Heights Reinvestment Housing Incentive District and adopting Ordinance 1134 establishing the RHID.

## AGENDA ITEM # 3

**ORDINANCE NO. 1134**

**AN ORDINANCE OF THE CITY OF LANSING, KANSAS, ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH (RIVERBEND HEIGHTS REINVESTMENT HOUSING INCENTIVE DISTRICT).**

---

**WHEREAS**, K.S.A. 12-5241 *et seq.* (the “Act”) authorizes cities incorporated in accordance with the laws of the state of Kansas (the “State”) to designate reinvestment housing incentive districts within such city; and

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

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

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

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

**WHEREAS**, the governing body (the “Governing Body”) of the City of Lansing, Kansas (the “City”) has performed a Housing Needs Analysis, dated October 11, 2023 (the “Analysis”), a copy of which is on file in the office of the City Clerk; and

**WHEREAS**, Resolution No. B-2-2025 adopted by the Governing Body made certain findings relating to the need for financial incentives relating to the construction of quality housing within the City, declared it advisable to establish a reinvestment housing incentive district pursuant to the Act, and authorized the submission of such Resolution and the Analysis to the Kansas Department of Commerce in accordance with the Act; and

**WHEREAS**, the Secretary of the Kansas Department of Commerce, pursuant to a letter dated February 28, 2025, authorized the City to proceed with the establishment of a reinvestment housing incentive district pursuant to the Act; and

**WHEREAS**, the City has caused to be prepared a plan (the “Plan”) for the development or redevelopment of housing and public facilities in the proposed Riverbend Heights Reinvestment Housing Incentive District (the “District”) in accordance with the provisions of the Act; and

**WHEREAS**, the Plan includes:

1. The legal description and map required by K.S.A. 12-5244(a).
2. The existing assessed valuation of the real estate in the proposed District listing the land and improvement value separately.
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District.
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof.
5. A listing of the names, addresses, and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District.
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District.
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, which shows the public benefit derived from the District will exceed the costs and that the income therefrom, together with all public and private sources of funding, will be sufficient to pay for the public improvements that may be undertaken in the District.

**WHEREAS**, the Governing Body of the City has adopted Resolution No. B-5-2025, which made a finding that the City is considering establishing the proposed District and adopting the proposed Plan pursuant to the Act, set forth the boundaries of the proposed District, provided a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for July 17, 2025, and provided for notice of such public hearing as provided in the Act; and

**WHEREAS**, a public hearing was held on July 17, 2025, after notice was duly published and delivered in accordance with the provisions of the Act; and

**WHEREAS**, upon and considering the information and public comments received at the public hearing, the Governing Body of the City hereby deems it advisable to make certain findings to establish the proposed District and to adopt the proposed Plan.

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

**Section 1. Findings.** The Governing Body hereby finds that notice of the public hearing conducted July 17, 2025, was duly made in accordance with the provisions of the Act.

**Section 2. Creation of Reinvestment Housing Incentive District.** A Reinvestment Housing Incentive District is hereby created within the City in accordance with the provisions of the Act, which shall consist of the real property legally described in *Exhibit A* attached hereto, and shown on the map depicting the existing parcels of land attached hereto as *Exhibit B*.

The District's boundaries do not contain any property not referenced in Resolution No. B-5-2025, which provided notice of the public hearing on the creation of the District and adoption of the Plan.

**Section 3. Approval of Development Plan and Development Agreement.** The Plan for the development or redevelopment of housing and public facilities in the District, as presented to the Governing Body this date, is hereby approved. In addition, the approval of the Development Agreement (Riverbend

Heights Reinvestment Housing Incentive District) between the City and AA Lansing Development, LLC is hereby approved in substantially the form presented to the Governing Body, with such changes or modifications as may be approved by the City Administrator. The Mayor is hereby authorized to execute the Development Agreement and such other documents as may be necessary to implement the intent of this Ordinance and the Development Agreement, as may be approved by the City Administrator, by and on behalf of the City and the City Clerk is hereby authorized to attest such signature.

**Section 4. Adverse Effect on Other Governmental Units.** If, within 30 days following the conclusion of the public hearing on July 17, 2025, any of the following occurs, the Governing Body shall take action to repeal this Ordinance:

- (a) The Board of Education of Unified School District No. 469, Leavenworth County, Kansas (Lansing) determines by resolution that the District will have an adverse effect on such school district; or
- (b) The Board of County Commissioners of Leavenworth County, Kansas, determines by resolution that the District will have an adverse effect on such county.

As of this date, the City has not received a copy of any such resolution and is not aware of the adoption of any such resolution by the governing body of either Leavenworth County, Kansas or of Unified School District No. 469, Leavenworth County, Kansas (Lansing).

**Section 5. Further Action.** The Mayor, City Clerk, city officials and employees, including the City Attorney, and Gilmore & Bell, P.C., are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.

**Section 6. Effective Date.** This Ordinance shall be effective upon its passage by the Governing Body and publication one time in the official City newspaper.

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**PASSED** by the Governing Body of the City of Lansing, Kansas, and **SIGNED** by the Mayor on July 17, 2025.

(SEAL)

---

Anthony R. McNeill, Mayor

ATTEST:

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Tish Sims, City Clerk

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPOSED  
RIVERBEND HEIGHTS REINVESTMENT HOUSING INCENTIVE DISTRICT**

**PROPERTY A**

**13209 McIntyre Rd Leavenworth, KS 66048**

Approximately 34.24 acres

**Tract 1:**

A tract of land in the Northeast 1/4 of Section 6, Township 10 South, Range 23 East of the 6th P.M. in Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is (N 90° 00' 00" W) 660.60 feet from the Northeast corner of the Northeast 1/4 of said Section 6, said point of beginning also being on the North line of the said Northeast 1/4; thence (S 00° 00' 00" W) 441.64 feet; thence (N 90° 00' 00" W) 690.42 feet; thence (N 00° 00' 00" E) 441.64 feet to a point on the North line of said Northeast 1/4; thence (S 90° 00' 00" E) 690.42 feet to the point of beginning, less any part thereof taken or used for road purposes.(hereinafter referred to as "Tract 1").

AND

**Tract 2:**

A tract of land in the Northeast 1/4 of Section 6, Township 10 South, Range 23 East of the 6th P.M., in Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is (N 90° 00' 00" W) 418.98 feet from the Northeast corner of the Northeast 1/4 of said Section 6, said point of beginning also being on the North line of said Northeast 1/4; thence (S 05° 52' 20" W) 579.76 feet; thence (S 39° 08' 57" W) 100.80 feet; thence (S 00° 30' 34" W) 195.55 feet; thence (S 74° 41' 26" W) 1402.72 feet; thence (N 02° 30' 47" W) 1221.97 feet to a point on the North line of said Northeast 1/4; thence (N 90° 00' 00" E) 599.18 feet; thence (S 00° 00' 00" W) 441.64 feet; thence (N 90° 00' 00" E) 690.42 feet; thence (N 00° 00' 00" E) 441.64 feet to a point on the North line of said Northeast 1/4; thence (N 90° 00' 00" E) 241.62 feet to the point of beginning, less any part thereof taken or used for road purposes. (hereinafter referred to as "Tract 2")

**ALSO DESCRIBED AS:**

A tract of land in the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6th P.M., in Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is S 90° 00' 00" W 418.98 feet from the Northeast corner of the Northeast Quarter of said Section 6, said point of beginning also being on the North line of said Northeast Quarter; thence South 05° 52' 20" West 579.76 feet; thence South 39° 08' 57" West 100.80 feet; thence South 00° 30' 34" West 195.55 feet; thence South 74° 41' 26" West 1402.72 feet; thence North 02° 30' 47" West 1221.97 feet to a point on the North line of said Northeast Quarter; thence North 90° 00' 00" East 1531.22 feet to the point of beginning, less any part thereof taken or used for road purposes.

**PROPERTY B**

**00000 131st St Leavenworth, KS 66048**

Approximately 99.86 acres

All of the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6<sup>th</sup> P.M., Leavenworth County, Kansas, less any part thereof taken or used for road or street purposes,

AND ALSO LESS AND EXCEPT:

A tract of land in the Northeast Quarter of Section 6, Township 10 South, Range 23 East of the 6<sup>th</sup> P.M., Leavenworth County, Kansas, more fully described as follows: Beginning at a point that is South 90° 00' 00" West 418.98 feet from the Northeast corner of the Northeast Quarter of said Section 6, said point of beginning also being on the North line of the Northeast Quarter; thence South 05° 52' 20" West 579.76 feet; thence South 39° 08' 57" West 100.80 feet; thence South 00° 30' 34" West 195.55 feet; thence South 74° 41' 26" West 1402.72 feet; thence North 02° 30' 47" West 1221.97 feet to a point on the North line of said Northeast Quarter; thence North 90° 00' 00" East 1531.22 feet to the point of beginning,

AND ALSO LESS AND EXCEPT:

A tract of land in the Southeast Quarter of the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6<sup>th</sup> P.M., Leavenworth County, Kansas, more fully described as follows: Beginning at the East Quarter corner of said Section 6; thence South 88° 27' 20" West 485.00 feet along the South line of the Northeast Quarter of said Section 6; thence North 01° 53' 43" West 450.00 feet; thence North 88° 27' 20" East 485.00 feet to the East line of the Northeast Quarter of said Section 6; thence South 01° 53' 43" East 450.00 feet along said East line to the point of beginning, according to the Tract Split Survey dated June 29, 2010 by Hahn Surveying, as recorded on July 16, 2010 as Document No. 2010S023.

AND ALSO LESS AND EXCEPT:

Lots 1, 2, 3, 4 and 5, MILLS WOODS, a subdivision in Leavenworth County, Kansas.

**PROPERTY C**

**24303 131st St Leavenworth, KS 66048**

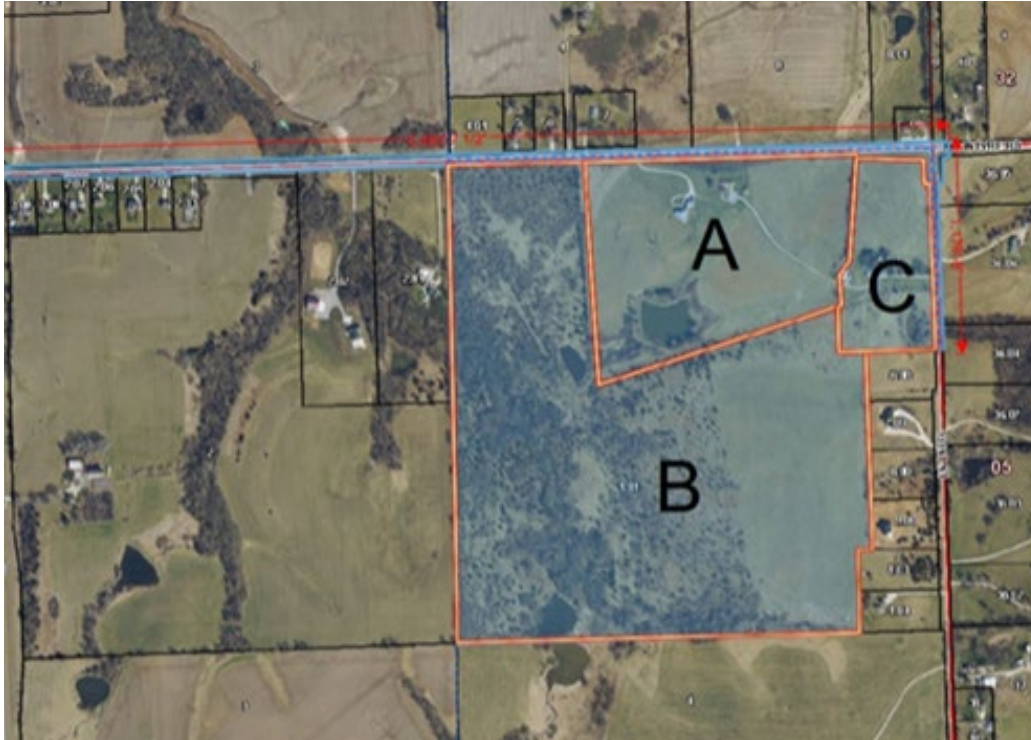
Approximately 11.16 acres

Lot 1, MILLS WOODS, a subdivision in Leavenworth County, Kansas.

Together with public rights-of-way adjacent thereto.

***EXHIBIT B***

**MAP OF PROPOSED  
RIVERBEND HEIGHTS REINVESTMENT HOUSING INCENTIVE DISTRICT**



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**DEVELOPMENT AGREEMENT  
(RIVERBEND HEIGHTS RHID PROJECT)**

**between**

**CITY OF LANSING, KANSAS**

**and**

**AA LANSING DEVELOPMENT, LLC**

**DATED AS OF \_\_\_\_\_, 2025**

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Exhibit A	Legal Description and Map of District
Exhibit B	Form of Certificate of Eligible Project Costs
Exhibit C	Form of Certificate of Full Completion
Exhibit D	Project Budget
Exhibit E	Project Preliminary Site Plan

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## **DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (this “Agreement”) is into by and among the **CITY OF LANSING, KANSAS**, a municipal corporation duly organized and existing under the laws of the State of Kansas as a city of the second class (the “City”) and **AA LANSING DEVELOPMENT, LLC**, a Kansas limited liability company (the “Developer”). The Developer and the City are each a “Party” and collectively the “Parties.”

### **RECITALS**

**WHEREAS**, on July 17, 2025, the City passed Ordinance No. [\_\_\_\_] creating a Reinvestment Housing Incentive District (the “District”) and approving a Development Plan (the “Development Plan”) pursuant to K.S.A. 12-5241 *et seq.* (the “RHID Act”); and

**WHEREAS**, the District consists of approximately 134 acres generally located southwest of the intersection of McIntyre Road and 131<sup>st</sup> Street in the City, and is legally described and depicted on **Exhibit A** attached hereto; and

**WHEREAS**, the City and the Developer desire to enter into this Agreement to address matters related to development of the District, the implementation of the Development Plan, and payment of Eligible Project Costs (as defined herein).

**NOW, THEREFORE**, in consideration of the foregoing, and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

### **ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION**

**Section 1.01. Rules of Construction.** For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement.

- A. The terms defined in this Article include the plural as well as the singular.
- B. All accounting terms not otherwise defined herein will have the meanings assigned to them, and all computations herein provided for will be made, in accordance with generally accepted accounting principles.
- C. All references herein to “generally accepted accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.
- D. All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.
- E. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

F. The Article and Section headings herein are for convenience only and will not affect the construction hereof.

G. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section. The provisions of the Development Plan, and such resolutions and ordinances of the City adopted by the City Council which designate the District and adopt the Development Plan, and the provisions of the RHID Act, as amended, are hereby incorporated herein by reference and made a part of this Agreement, subject in every case to the specific terms hereof.

**Section 1.02. Definitions of Words and Terms.** Capitalized words used in this Agreement will have the meanings set forth in the Recitals to this Agreement or they will have the following meanings:

“**Affiliate**” means a principal of the Developer or an entity of which at least fifty (50) percent is owned or controlled by one or more principals of the Developer.

“**Agreement**” means this Development Agreement, as amended from time to time.

“**Certificate of Eligible Project Costs**” means a certificate relating to Eligible Project Costs in substantially the form attached hereto as **Exhibit B**.

“**Certificate of Full Completion**” means a certificate evidencing Full Completion of any Phase of the Project, in substantially the form attached hereto as **Exhibit C**.

“**Charter Ordinance**” means Charter Ordinance No. 1-2025 of the City, approved by the Governing Body of the City on April 17, 2025.

“**City**” means the City of Lansing, Kansas.

“**City Administrative Fee**” means that annual fee to the City during the RHID Term provided by **Section 4.06** hereof, equal to the lesser of (a) \$15,000 or (b) the amount of RHID Revenues held in the RHID Revenue Fund.

“**City Event of Default**” means any event or occurrence defined in **Section 8.02** of this Agreement.

“**City Representative**” means the Mayor or City Administrator of the City, and such other person or persons at the time designated to act on behalf of the City in matters relating to this Agreement.

“**Construction Plans**” means plans, drawings, specifications and related documents, and construction schedules for the construction of the Project, together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with this Agreement.

“**County**” means Leavenworth County, Kansas.

“**Cutoff Date**” means the date that is ten (10) years after the date of this Agreement.

“**Developer**” means AA Lansing Development, LLC, a Kansas limited liability company, and any successors and assigns approved pursuant to this Agreement.

“**Developer Event of Default**” means any event or occurrence defined in **Section 8.01** of this Agreement.

**“Development Plan”** means the Development Plan for the District which was approved by the City pursuant to Ordinance No. [\_\_\_\_].

**“District”** means the Riverbend Heights Reinvestment Housing Incentive District created by the City by the passage of Ordinance No. [\_\_\_\_], pursuant to the RHID Act, and legally described and depicted on **Exhibit A** hereto.

**“Eligible Project Costs”** means that portion of the costs of the Project which are reimbursable to the Developer pursuant to the provisions of K.S.A. 12-5249, including associated legal, engineering and project finance costs, all as more specifically described on **Exhibit D** attached hereto and incorporated herein by this reference.

**“Event of Default”** means any City Event of Default or Developer Event of Default, as applicable.

**“Excusable Delays”** means any delay beyond the reasonable control of the Party affected, caused by pandemics and large scale medical emergencies, damage or destruction by fire or other casualty, power failure, strike, shortage of materials, unavailability of labor, delays in the receipt of Permitted Subsequent Approvals as a result of unreasonable delay on the part of the applicable Governmental Authorities, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or abnormal duration, tornadoes, and any other events or conditions, which include but is not be limited to any litigation interfering with or delaying the construction of all or any portion of the Project in accordance with this Agreement, which in fact prevents the Party so affected from discharging its respective obligations hereunder.

**“Governmental Approvals”** means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, architectural review or other subdivision, zoning or similar approvals required for the implementation of the Project and consistent with the Development Plan, the Site Plan, and this Agreement.

**“Governmental Authorities”** means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any type of any governmental unit (federal, state or local) whether now or hereafter in existence.

**“Incremental Real Property Taxes”** means that amount of eligible ad valorem taxes paid from the Leavenworth County Treasurer to the Treasurer of the City pursuant to K.S.A. 12-5250(b)(2)(A) as a result of the creation of the District and construction of the Project.

**“Infrastructure Improvements”** means the site preparation, construction of interior streets, street grading, paving, curbing, guttering, and surfacing, storm sewer, sanitary sewer (including installation of a lift station(s), if necessary), asphalt pavement, concrete curbs, concrete sidewalks, signage, erosion control for streets, electric improvements, and related expenses necessary to support the development of each Phase as may be set forth in the Plans for such Phase.

**“McIntyre Sewer Project”** means the extension of the sanitary sewer main from its current terminus approximately 900 linear feet to the south and east with sufficient capacity to serve the Project at an estimated cost of \$357,152, as generally depicted in **Exhibit F**.

**“Pay As You Go”** has the meaning set forth in **Section 4.02**.

**“Permitted Subsequent Approvals”** means the building permits and other Governmental Approvals customarily obtained prior to construction which have not been obtained on the date that this Agreement is executed, which the City or other governmental entity has not yet determined to grant.

**“Phase”** or **“Phases”** means, as applicable, Phase 1, Phase 2, Phase 3, Phase 4, Phase 5, and/or Phase 6 of the Project.

**“Phase 1”** means the McIntyre Sewer Project and the Infrastructure Improvements necessary to develop approximately 78 platted residential lots in approximately the area labeled as “Phase 1” in **Exhibit E**.

**“Phase 2”** means the Infrastructure Improvements necessary to develop approximately 84 platted residential lots in approximately the area labeled as “Phase 2” in **Exhibit E**.

**“Phase 3”** means the Infrastructure Improvements necessary to develop approximately 57 platted residential lots in approximately the area labeled as “Phase 3” in **Exhibit E**.

**“Phase 4”** means the Infrastructure Improvements necessary to develop approximately 76 platted residential lots in approximately the area labeled as “Phase 4” in **Exhibit E**.

**“Phase 5”** means the Infrastructure Improvements necessary to develop approximately 79 platted residential lots in approximately the area labeled as “Phase 5” in **Exhibit E**.

**“Phase 6”** means the Infrastructure Improvements necessary to develop approximately 33 platted residential lots in approximately the area labeled as “Phase 6” in **Exhibit E**.

**“Plans”** means Site Plans, Construction Plans and all other Governmental Approvals necessary to construct the Project in accordance with City Code, applicable laws of Governmental Authorities and this Agreement.

**“Project”** means the development of real property into a residential subdivision containing approximately 406 residential lots to be implemented through Developer’s construction of the McIntyre Sewer Project and the Infrastructure Improvements for each applicable Phase of the Project, all as generally depicted in the **Exhibit E** hereto.

**“Project Budget”** means the project budget as set forth in **Exhibit D** hereto.

**“RHID Act”** means K.S.A. 12-5241 *et seq.*, as amended and supplemented from time to time.

**“RHID Costs Cap”** means the lesser of (a) the product of the number of single-family lots for which a Certificate of Full Completion has been executed by the City prior to the Cutoff Date multiplied by fifty-two thousand five hundred dollars (\$52,500) and (b) twenty-one million eight hundred ninety-two thousand five hundred dollars (\$21,892,500).

**“RHID Revenue Fund”** means the Riverbend Heights RHID Revenue Fund, created pursuant to the RHID Act and **Section 4.03** hereof.

**“RHID Revenues”** means that portion of the Incremental Real Property Taxes which shall be pledged to the Project, deposited by City into the RHID Revenue Fund, and made available to Developer for reimbursement of Eligible Project Costs, as described in **Section 4.03** hereof.

“**RHID Term**” means the timeframe commencing the date the ordinance approving the Development Plan becomes effective to the earlier of (i) 20 years from such date, or (ii) payment to Developer of all Eligible Project Costs up to the RHID Costs Cap, unless otherwise terminated in accordance with the terms of this Agreement.

“**Site Plans**” means the final site plan for the District submitted by the Developer to the City and approved by the City pursuant to applicable City ordinances, regulations and City Code provisions, which may be approved as a whole or approved in phases or stages.

## ARTICLE II REPRESENTATIONS AND WARRANTIES

### Section 2.01. Representations of the Developer.

The Developer makes the following representations and warranties, which are true and correct on the date hereof, to the best of the Developer’s knowledge:

A. **Corporate Organization.** Developer is duly organized and existing under the laws of the State of Kansas. Throughout the term of this Agreement, Developer agrees to remain in good standing and authorized to do business in the State of Kansas.

B. **Due Authority.** The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

C. **No Defaults or Violation of Law.** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

D. **No Litigation.** No litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Project, the Developer or any officer, director, member or shareholder of the Developer. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, of the terms and provisions of this Agreement.

E. **No Material Change.** (1) The Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for the transactions contemplated by this Agreement and (2) there has been no material adverse change in the business, financial position, prospects or results of operations of the Developer, which could affect the Developer’s ability to perform its obligations pursuant to this Agreement from that shown in the financial information provided by the Developer to the City prior to the execution of this Agreement.

F. ***Governmental or Corporate Consents.*** No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Developer of this Agreement, other than Permitted Subsequent Approvals.

G. ***No Default.*** No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an Event of Default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument to which the Developer is a party or by which the Developer is or may be bound.

H. ***Approvals.*** Except for Permitted Subsequent Approvals, the Developer has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business as heretofore conducted by it and to own or lease and operate its properties as now owned or leased by it. Except for Permitted Subsequent Approvals, the Developer has obtained all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to acquire, construct, equip, operate and maintain the Project. The Developer reasonably believes that all such certificates, licenses, consents, permits, authorizations or approvals which have not yet been obtained will be obtained in due course.

I. ***Construction Permits.*** Except for Permitted Subsequent Approvals, all governmental permits and licenses required by applicable law to construct, occupy and operate the Project have been issued and are in full force and effect or, if the present stage of development does not allow such issuance, the Developer reasonably believes, after due inquiry of the appropriate governmental officials, that such permits and licenses will be issued in a timely manner in order to permit the Project to be constructed.

J. ***Compliance with Laws.*** The Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

K. ***Other Disclosures.*** The information furnished to the City by the Developer (including through any of Developer's representatives) in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

L. ***Project.*** The Developer represents and warrants that the District is sufficient to construct the Project as contemplated in the Development Plan and this Agreement.

**Section 2.02. Conditions to the Effectiveness of this Agreement.** Contemporaneously with the execution of this Agreement, and as a precondition to the effectiveness of this Agreement, the Developer will submit the following documents to the City:

A. A copy of the Developer's organizational documents, certified by the Secretary of State of the State of Kansas; and

B. A certified copy of the bylaws, operating agreement, or partnership agreement, as applicable, of the Developer; and

C. A Certificate of Good Standing for the Developer, certified by the Secretary of State of the State of Kansas within the preceding 90 days; and

D. A tax clearance certificate for the Developer issued by the Kansas Department of Revenue within the preceding 90 days.

**Section 2.03. Final Approval Required.** This Agreement will be void if the District is nullified in the manner set forth in K.S.A. 12-5246.

### ARTICLE III

#### THE PROJECT; CONSTRUCTION

**Section 3.01. Project Budget.** Developer will construct the Project substantially in accordance with the Project Budget attached as **Exhibit D** hereto. The parties acknowledge that the Developer is a “horizontal developer” and will be acquiring land and constructing the Project in anticipation of selling pad-ready lots to a subsequent developer that will construct the vertical, private improvements thereon.

**Section 3.02. Project Improvements.** The Developer will complete or cause to be completed the Phases of the Project in accordance with the Site Plan(s) and other Governmental Approvals and, as applicable, shall dedicate the Infrastructure Improvements to the City in the City’s ordinary course upon completion of the same. Developer will be responsible for securing any rights-of-way or easements from private parties necessary to construct the Project.

**Section 3.03. Project Schedule.** Developer will construct (or cause to be constructed) the Project in accordance with the following schedule:

- A. No later than twelve (12) months after the execution of this Agreement, construction of Phase 1 will be commenced and will be diligently executed to completion no later than December 31, 2027, such Phase to consist of no fewer than sixty (60) single-family lots.
- B. No later than December 31, 2029, no fewer than one hundred (100) single-family lots will be completed.

The completion of each Phase of the Project will be evidenced by Developer’s delivery of a Certificate of Full Completion in accordance with **Section 3.06** of this Agreement.

Subject to Excusable Delays, once the Developer has commenced construction of a Phase of the Project, Developer will not permit cessation of work on such Phase for a period in excess of 45 consecutive working days or 90 days in the aggregate (but excluding weekends and holidays) without prior written consent of the City.

**Section 3.04. Project Design; Governmental Approvals.**

A. The District will be developed, and the Project constructed, in accordance with the Development Plan, this Agreement, and the Plans submitted by the Developer and approved by the City. Any “substantial changes” must be mutually agreed upon in writing among the Developer and the City and will be made only in accordance with the RHID Act.

B. Before commencement of construction or development of any buildings, structures or other work or improvements, the Developer will, at its own expense, secure or cause to be secured any and all permits and approvals (including but not limited approvals related to the site plan, zoning, planning and platting approvals) which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work. The City will cooperate with and provide all usual assistance to the Developer in securing these permits and approvals, and will diligently process, review and consider all such permits and approvals as may be required by law; except provided that the City will not be required to issue any such permits or approval for any portion of the Project not in conformance with the Development Plan or this Agreement.

C. Before commencement of construction or development of any public improvements necessary to serve the District, the Developer will, at its own expense, provide, or cause to be provided, to the City engineered drawings for the proposed sanitary sewer, water, storm sewer, street, curbing, sidewalk, and any other public infrastructure improvements necessary within the District and the extension of sanitary sewer and water improvements to serve the District. The submitted drawings must be approved by the City prior to the commencement of any work and will be in accordance with City guidelines, City Code, and any applicable State and Federal Regulations. All public improvements will be located in the public right of way or properly recorded easements.

D. The Developer will (1) supply the City with construction documents and a storm water pollution prevention plan; (2) provide for construction observation, testing and inspection; (3) participate in the final inspection; (4) provide material submittals, test results, and as-built plans to the City; and (5) provide for a warranty for each Phase of the Project for a period of one year after completion thereof.

E. Certificates of occupancy for structures within the District will be granted in accordance with City Code. Nothing in this Agreement will constitute a waiver of the City's right to consider and approve or deny Governmental Approvals pursuant to the City's regulatory authority as provided by City Code and applicable State law. The Developer acknowledges that satisfaction of certain conditions contained in this Agreement requires the reasonable exercise of the City's discretionary zoning authority by the City's Planning Commission and governing body in accordance with City Code and applicable State law.

**Section 3.05. Rights of Access.** Representatives of the City will have the right of access to the Project, without charges or fees, at normal construction hours during the period of construction, for the purpose of ensuring compliance with this Agreement, including, but not limited to, the inspection of the work being performed in constructing, improving, equipping, repairing and installing the Project, so long as they comply with all safety rules. Except in case of emergency, prior to any such access, such representatives of the City will check in with the on-site manager. Such representatives of the City will carry proper identification, will insure their own safety, assuming the risk of injury, and will not interfere with the construction activity.

**Section 3.06. Certificate of Full Completion.**

A. Promptly after completion of each Phase of the Project in accordance with the provisions of this Agreement, Developer will submit a Certificate of Full Completion to the City in substantially the form attached as **Exhibit C**. "Full completion" means that Developer has completed a Phase of the Project in a manner consistent with the Development Plan.

B. The City will, within 30 days following receipt of a Certificate of Full Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in such Certificate of Full Completion. The City's execution of a Certificate of Full

Completion will constitute evidence of the satisfaction of the Developer's agreements and covenants to construct the Project. If the City has not executed or rejected a Certificate of Full Completion in writing within 45 days following receipt, the Certificate of Full Completion will be deemed approved.

## ARTICLE IV

### REIMBURSEMENT OF ELIGIBLE PROJECT COSTS

**Section 4.01. Eligible Project Costs, Generally.** In consideration for the Developer's agreement to construct the Project, and subject to the terms of this Agreement, the City agrees to reimburse Developer for Eligible Project Costs in a total amount not to exceed the RHID Costs Cap. The City will only be obligated to reimburse Developer from available RHID Revenues and will have no obligation to reimburse Developer from any other source of funds.

**Section 4.02. Developer to Advance Costs; No Bonds Will Be Issued.** The Developer agrees to advance all Eligible Project Costs as necessary to complete the Project. No general obligation or special obligation bonds will be issued by the City for the Project. Developer may be reimbursed by the City for Eligible Project Costs from RHID Revenues as funds are collected (the "Pay As You Go" method), and the City will have no obligation to reimburse Developer from any other source of funds.

**Section 4.03. RHID Revenue Fund; Reimbursement of Eligible Project Costs.**

A. ***Creation of Fund; Deposit of RHID Revenues.*** The City will establish and maintain a separate fund and account known as the Riverbend Heights RHID Revenue Fund (the "RHID Revenue Fund"). All RHID Revenues (as defined below) will be deposited into the RHID Revenue Fund.

B. ***Collection of Incremental Real Property Taxes; Designation of RHID Revenues.*** During the RHID Term, the City shall deposit the Incremental Real Property Taxes that it receives into the RHID Fund. Pursuant to the authority set forth Section 2 of the Charter Ordinance<sup>1</sup>, the parties hereby contractually agree that the amount of Incremental Real Property Taxes which shall be available to Developer and pledged to the Project and to be received by the City in the RHID Fund (the "**RHID Revenues**") shall be determined in accordance with the following schedule:

<b>RHID Term Year</b>	<b>RHID Percentage Capture</b>
1-15	80%
16	75%
17	70%
18	65%
19	60%
20	55%

The balance of the Incremental Real Property Taxes not constituting RHID Revenues in each year shall be allocated to and distributed to the appropriate taxing jurisdictions in the same manner as other ad valorem taxes.

<sup>1</sup> Under the Charter Ordinance the City, pursuant to Article 12, Section 5 of the State Constitution, elected to exempt from and make inapplicable to it the provisions of Section 12-5250, and be governed by substitute provisions contained in Section 2 of the Charter Ordinance, which provide in relevant part that "a city may adopt a plan under [the RHID Act] in which only a specified percentage or amount of the [RHID Tax Increment] shall be paid by the treasurer of the city and deposited in the special fund of the city to pay the costs of housing projects in the district."

C. ***Reimbursement from the RHID Revenue Fund.*** All disbursements from the RHID Revenue Fund will first be made to pay the City Administrative Fee, then to reimburse payment of Eligible Project Costs up to the RHID Costs Cap. The City will have sole control of the disbursements from the RHID Revenue Fund. To the extent that the Developer has certified Eligible Project Costs that remain unreimbursed, and RHID Revenues are available in the RHID Revenue Fund, such disbursements will be made on a Pay As You Go basis no more than **twice annually**, such payments made by the City on or about each February 10 and August 10 during the RHID Term; provided, no disbursements will be made to Developer from the RHID Revenue Fund until Developer has complied with the provisions of **Section 4.03.C** below. The City will have no liability and/or responsibility to Developer for any payment greater than the amounts received from the Leavenworth County Treasurer pursuant to the provisions of K.S.A. 12-5250(b)(2)(A) as a result of the creation of the District.

The City may, to the extent permitted by law, continue to use any surplus amounts of RHID Revenues after reimbursing Developer for Eligible Project Costs for any purpose authorized by the RHID Act and Development Plan until such time as the Project is completed, but for not to exceed 20 years from the effective date of the ordinance approving the Development Plan. After Developer has been reimbursed to the RHID Costs Cap, all remaining funds in the RHID Revenue Fund will be reserved for use by the City.

D. ***Conditions Precedent to Reimbursement.*** Prior to the City disbursing any funds to Developer from the RHID Revenue Fund, Developer must:

1. Be in compliance with the terms of this Agreement.
2. Have no unpaid taxes (including any member of manager of Developer) then due to the State or any taxing jurisdiction.
3. Have received a Certificate of Full Completion executed by the City no later than the Cutoff Date for the applicable Phase for which the Developer is seeking reimbursement.

#### **Section 4.04. Reimbursement Requests.**

A. ***Form for Requests.*** All requests for reimbursement of Eligible Project Costs will be made in a Certificate of Eligible Project Costs submitted by the Developer in substantial compliance with the form attached hereto as **Exhibit B**.

B. ***Reimbursement Requests.*** Developer may submit Certificates of Eligible Project Costs no more frequently than twice in any calendar year, and no Certificates of Eligible Project Costs may be submitted after the Cutoff Date.

C. ***Actual Costs Incurred.*** The Developer will submit Certificates of Eligible Project Costs only for such costs actually incurred by the Developer, or by an Affiliate on behalf of Developer.

D. ***Evidence of Eligible Project Costs.*** The Developer will provide itemized invoices, receipts, proof of payment, or other information reasonably requested, if any, to confirm that costs submitted in any Certificate of Eligible Project Costs have been paid and qualify as Eligible Project Costs and will further provide a summary sheet detailing the costs requested to be reimbursed. Such summary sheet will be provided in Excel spreadsheet format and show the date such cost was paid, the payee, a brief description of the type of cost paid, and the amount paid. The Developer will provide such additional information as reasonably requested by the City to confirm that such costs have been paid and qualify as Eligible Project Costs.

E. ***City Inspection.*** The City reserves the right to have its engineer or other agents or employees inspect all work in respect of which a Certificate of Eligible Project Costs is submitted to examine the Developer's and others' records regarding all expenses related to the invoices to be paid, and to obtain from such parties such other information as is reasonably necessary for the City to evaluate compliance with the terms hereof.

F. ***City Review of Eligible Project Costs.*** The City will have 30 calendar days after receipt of any Certificate of Eligible Project Costs to review and respond by written notice to the Developer. If the submitted Certificate of Eligible Project Costs and supporting documentation demonstrates that (1) the request relates to the Eligible Project Costs and is permitted under this Agreement; (2) the expense has been paid; (3) Developer is not in material default under this Agreement or any other agreement between the Developer and the City; and (4) there is no fraud on the part of the Developer, then the City will approve the Certificate of Eligible Project Costs and make, or cause to be made, reimbursement to Developer from the RHID Revenue Fund in accordance with the terms of this Agreement. If the City reasonably disapproves of the Certificate of Eligible Project Costs, the City will notify the Developer in writing of the reason for such disapproval within such 30-day period. The Developer may revise and resubmit the Certificate of Eligible Project Costs, and the City will review and approve (or disapprove) the revised certificate in accordance with this Section. Approval of a Certificate of Eligible Project Costs will not be unreasonably withheld.

**Section 4.05. Right to Inspect and Audit.** The Developer agrees that, up to one year after the later of completion of any Phase of the Project or the City's approval of any Certificate of Eligible Project Costs, the City, with reasonable notice and during normal business hours, will have the right and authority to review, audit, and copy, from time to time, all the Developer's books and records relating to the Eligible Project Costs (including, but not limited to, all general contractor's sworn statements, general contracts, subcontracts, material purchase orders, waivers of lien, paid receipts and invoices).

**Section 4.06. City Administrative Fee.** The City shall be entitled to collect the City Administrative Fee from the annual RHID Revenue Fund, which shall be excluded from the RHID Costs Cap. The City Administrative Fee shall be used to cover the administration and other City costs during the RHID Term and shall be in addition to the costs identified in the Project Budget. The City Administrative Fee will be paid from the RHID Revenues held in the RHID Revenue Fund prior to reimbursements being made to Developer.

## ARTICLE V

### USE OF THE DISTRICT

**Section 5.01. Land Use Restrictions.** At all times while this Agreement is in effect, the Developer agrees that the Property will be utilized for residential purposes only (together with any amenities, if any, serving the same), in general conformance with the approved Development Plan, and all other types of land uses are prohibited in the Project or on the Property unless approved in writing by the City prior to the execution of a letter of intent, lease or prior to the sale of land; provided, Developer may sell land to a subsequent developer for the purpose of constructing single-family homes as anticipated by the Development Plan.

**Section 5.02. Ongoing Performance Standards.** The Project will comply with all applicable building and zoning, health, environmental and safety codes and laws and all other applicable laws, rules and regulations. The Developer will, at its own expense and to the extent it owns the Project or applicable portion thereof, secure or cause to be secured any and all permits which may be required by the City and any other governmental agency having jurisdiction for the construction and operation of the Project.

**Section 5.03. Taxes, Assessments, Encumbrances and Liens.**

A. So long as the Developer owns any real property within the District, the Developer will pay when due all real estate taxes and assessments on such property owned by Developer within the District. Nothing herein will be deemed to prohibit the Developer from contesting the validity or amounts of any tax, assessment, encumbrance or lien, nor to limit the remedies available to the Developer in respect thereto. The Developer will promptly notify the City in writing of a protest of real estate taxes or valuation of the Developer's property within the District.

B. Subject to **Section 5.04**, Developer agrees that no mechanics' or other liens will be established or remain against the Project, or the funds in connection with any of the Project, for labor or materials furnished in connection with any acquisition, construction, additions, modifications, improvements, repairs, renewals or replacements so made. However, the Developer will not be in default if mechanics' or other liens are filed or established and the Developer contests in good faith said mechanics' liens and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom. The Developer hereby agrees and covenants to indemnify and hold harmless the City in the event any liens are filed against the Project as a result of acts of the Developer, its agents or independent contractors.

**Section 5.04. Financing During Construction; Rights of Holders.**

A. ***No Encumbrances Except Mortgages during Construction.*** Notwithstanding any other provision of this Agreement, mortgages are permitted for the acquisition, construction, renovation, improvement, equipping, repair and installation of the Project and to secure permanent financing thereafter. However, nothing contained in this paragraph is intended to permit or require the subordination of general property taxes, special assessments or any other statutorily authorized governmental lien to be subordinate in the priority of payment to such mortgages.

B. ***Holder Not Obligated to Construct Improvements.*** The holder of any mortgage authorized by this Agreement will not be obligated by the provisions of this Agreement to construct or complete the Project or to guarantee such construction or completion; nor will any covenant or any other provision in the deed for the Project be construed so to obligate such holder. Nothing in this Agreement will be deemed to construe, permit or authorize any such holder to devote the Project to any uses or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

C. ***Notice of Default to Mortgage Holders; Right to Cure.*** With respect to any mortgage granted by Developer as provided herein, whenever the City delivers any notice or demand to Developer with respect to any breach or default by the Developer in completion of construction of the Project, the City will at the same time deliver to each holder of record of any mortgage authorized by this Agreement a copy of such notice or demand, but only if City has been requested to do so in writing by Developer. Each such holder will (insofar as the rights of the City are concerned) have the right, at its option, within 60 days after the receipt of the notice, to cure or remedy or commence to cure or remedy any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage. Nothing contained in this Agreement will be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the Project or construction already made) without first having expressly assumed the Developer's obligations to the City by written agreement satisfactory to and with the City. The holder, in that event, must agree to complete, in the manner provided in this Agreement, that portion of the Project to which the lien or title of such holder relate, and submit evidence satisfactory to the City that it has the qualifications and financial responsibility necessary to perform such obligations.

D. ***Construction Period.*** The restrictions on Developer financing in this Section are intended to and apply only to financing during the construction period of the Project and any financing obtained in connection therewith. Nothing in this Agreement is intended or will be construed to prevent the Developer from obtaining any financing for the Project or any aspect thereof.

## ARTICLE VI

### ASSIGNMENT; TRANSFER

#### **Section 6.01. Transfer of Obligations.**

A. The rights, duties and obligations hereunder of the Developer may not be assigned, in whole or in part, to another entity, without the prior approval of the City Council by resolution following verification by the City Attorney that the assignment complies with the terms of this Agreement. Any proposed assignee will have qualifications and financial responsibility, as reasonably determined by the City Administrator, necessary and adequate to fulfill the obligations of the Developer with respect to the portion of the Project being transferred. Any proposed assignee must, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to a portion or Phase of the Project, such obligations, conditions and restrictions to the extent that they relate to such portion or Phase). The Developer will not be relieved from any obligations set forth herein unless and until the City specifically agrees to release the Developer. Notwithstanding anything herein to the contrary, the Developer may, upon prior written notice to the City (and without the need for the City's approval), (i) assign this Agreement to an Affiliate, provided such entity assumes in writing all obligations of the Developer under this Agreement, or (ii) collaterally assign all or a portion of Developer's rights hereunder to a lender for financing purposes.

B. The Parties' obligations pursuant to this Agreement, unless earlier satisfied, will inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective Parties as if they were in every case specifically named and will be construed as a covenant running with the land, enforceable against the purchasers or other transferees as if such purchaser or transferee were originally a party and bound by this Agreement. Notwithstanding the foregoing, no owner of any single family residence or tenant of any part of the Project will be bound by any obligation of the Developer solely by virtue of being a tenant; provided, however, that no transferee or owner of property within the Project except the Developer will be entitled to any rights whatsoever or claim upon the RHID Revenues as set forth herein.

C. The foregoing restrictions on assignment, transfer and conveyance will not apply to any security interest granted to secure indebtedness to any construction or permanent lender.

**Section 6.02. Corporate Reorganization.** Nothing herein will prohibit (or require City approval to allow) Developer from forming additional development or ownership entities to replace or joint venture with Developer for the purpose of business and/or income tax planning; provided that Developer, or an entity controlled by Developer and/or Chris Coulson, owns not less than 51% of any new or restructured company.

#### **Section 6.03. Transfer of the District, the Buildings or Structures Therein.**

A. The Developer will be authorized to transfer any property interest within the boundaries of the District in accordance with the requirements of this **Section 6.03.**

B. Developer may sell real estate in the District in the ordinary course of its business with notice to, but without need for prior consent from, the City Administrator, if the transfer does not include a transfer of any construction or development obligations under this Agreement. Developer will notify the City in writing of such transfer not less than 30 days prior to the proposed effective date of any proposed sale or other transfer of any or all of the real property in the District or any interest therein. Such notice shall include (i) a copy of the instrument effecting such sale or other disposition, and (ii) if the transfer

includes a transfer of construction or development obligations of this Agreement thereby making the transfer subject to the approval stated in **Section 6.01A**, such notice must include evidence sufficient to the City that the proposed transferee has all of the qualifications and financial responsibility, as reasonably determined by the City, necessary and adequate to fulfill the obligations of Developer in accordance with **Section 6.01**.

C. The restrictions in this Section will not be deemed to prevent the granting of temporary or permanent easements or permits to facilitate the development of the District or to prohibit or restrict the leasing of any part or parts of a building, structure or land for a term commencing on completion.

## ARTICLE VII

### GENERAL COVENANTS

#### **Section 7.01. Indemnification of City.**

A. Developer agrees to indemnify and hold the City, its employees, agents and independent contractors and consultants (collectively, the “City Indemnified Parties”) harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, judgments, costs and/or expenses, including court costs and reasonable attorney’s fees, resulting from, arising out of, or in any way connected with:

1. The Developer’s actions and undertaking in implementation of the Project or this Agreement; and
2. The negligence or willful misconduct of Developer, its employees, agents or independent contractors and consultants in connection with the management, design, development, redevelopment, construction, and operation of the Project.
3. Any delay or expense resulting from any litigation filed against the Developer by any member or shareholder of the Developer, any prospective investor, prospective partner or joint venture partner, lender, co-proposer, architect, contractor, consultant or other vendor.

This section will not apply to willful misconduct or gross negligence of the City or its officers, employees or agents. This section includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in (i) the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”; 42 U.S.C. Section 9601, *et seq.*), (ii) the Resource Conservation and Recovery Act (“RCRA”; 42 U.S.C. Section 6901 *et seq.*) and (iii) Article 34, Chapter 65, K.S.A. and all amendments thereto, at any place where Developer owns or has control of real property pursuant to any of Developer’s activities under this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107 (e) of CERCLA to assure, protect, hold harmless and indemnify City from liability.

B. In the event any suit, action, investigation, claim or proceeding (collectively, an “Action”) is begun or made as a result of which the Developer may become obligated to one or more of the City Indemnified Parties hereunder, any one of the City Indemnified Parties will give prompt notice to the Developer of the occurrence of such event.

C. The right to indemnification set forth in this Agreement will survive the termination of this Agreement.

**Section 7.02. Insurance.** Developer will maintain or cause to be maintained insurance with respect to the Project covering such risks that are of an insurable nature and of the character customarily insured against by organizations operating similar properties and engaged in similar operations (including but not limited to property and casualty, worker's compensation and general liability) and in such amounts as, in the reasonable judgment of Developer, are adequate to protect the Developer and the Project. Throughout the term of this Agreement, Developer agrees to provide the City upon request evidence of property insurance and a certificate of liability insurance demonstrating compliance with this **Section 7.02.**

**Section 7.03. Obligation to Restore.**

A. **Restoration of Project by Developer.** The Developer hereby agrees that if any portion of the Project owned by Developer, or controlled by the Developer or the principals of the Developer, becomes damaged or destroyed, in whole or in part, by fire or other casualty, the Developer will promptly restore, replace or rebuild the same, or will promptly cause the same to be restored, replaced or rebuilt, to as nearly as possible the value, quality and condition it was in immediately prior to such fire or other casualty or taking, with such alterations or changes as may be approved in writing by the City, which approval will not be unreasonably withheld. In the event of damage or destruction by fire or other casualty to any of the Project owned by Developer, irrespective of the amount of such damage or destruction, Developer will make the property safe and in compliance with all applicable laws as provided herein.

B. **Enforcement.** The restrictions set forth in this Section are for the benefit of the City and may be enforced by the City by a suit for specific performance or for damages, or both.

**Section 7.04. Non-liability of Officials, Employees and Agents of the City.** No recourse will be had for the reimbursement of the Eligible Project Costs or for any claim based thereon or upon any representation, obligation, covenant or agreement contained in this Agreement against any past, present or future official, officer, employee or agent of the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officials, officers, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

**Section 7.05. City Expenses.** The Developer shall be responsible for the payment of all reasonable non-City employee legal, financial and planning consultants for direct out-of-pocket expenses and other reasonable costs resulting from services rendered to the City to review, evaluate, process, consider, amend, or administer this Agreement (the "City Expenses"), which shall be reimbursable expenses of the Developer incurred in connection with the Project, in accordance with this Agreement. The Developer shall pay all City Expenses within ten (10) days after presentation of an invoice from the City. To the extent Developer has advanced funds to pay City Expenses, such amounts may be reimbursed from the RHID Revenues in accordance with Section 4.04 of this Agreement and such reimbursements shall not be counted against the RHID Costs Cap.

**Section 7.06. State Reporting Requirements.** Developer hereby agrees to cooperate with the City and/or the Secretary of Commerce (the "Secretary") to provide information required for compliance with the reporting requirements in K.S.A. Section 74-50,226 *et seq.* Such information will be in the form and manner required by the Secretary for publication on the Kansas Department of Commerce website. Developer will pay any and all administrative fees to be collected by the Secretary in connection with these reporting requirements.

## ARTICLE VIII

### DEFAULTS AND REMEDIES

**Section 8.01. Developer Event of Default.** A “Developer Event of Default” means a default in the performance of any obligation or breach of any covenant or agreement of the Developer in this Agreement and continuance of such default or breach for a period of 30 days after City has delivered to Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and Developer is diligently attempting to remedy such default or breach, such default or breach will not constitute a Developer Event of Default if Developer promptly upon receipt of such notice diligently attempts to remedy such default or breach and thereafter prosecutes and completes the same with due diligence and dispatch. Default or breach of any other agreement between the City and the Developer will also constitute a “Developer Event of Default” under this Agreement.

**Section 8.02. City Event of Default.** A “City Event of Default” means a default in the performance of any obligation or breach of any covenant or agreement of the City in this Agreement and continuance of such default or breach for a period of 30 days after there has been given to the City by the Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and the City is diligently attempting to remedy such default or breach, such default or breach will not constitute a City Event of Default if the City immediately upon receipt of such notice diligently attempts to remedy such default or breach and thereafter prosecutes and completes the same with due diligence and dispatch.

**Section 8.03. Remedies Upon a Developer Event of Default.**

A. Upon the occurrence and continuance of a Developer Event of Default, the City will have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

1. The City will have the right to terminate this Agreement or terminate Developer’s rights under this Agreement, including the right to reimbursement from RHID Revenues.

2. The City may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the Developer as set forth in this Agreement, to enforce or preserve any other rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the City resulting from such Developer Event of Default, however Developer’s liability for monetary amounts shall be limited to the actual amount, if any, in question, and under no circumstances shall the Developer be liable for any remote, punitive or consequential damages except to the extent resulting from willful misconduct, gross negligence, or bad faith.

B. Upon termination of this Agreement for any reason, the City will have no obligation to reimburse Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Developer.

C. If the City has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the City, then and in every case the City and the Developer will, subject

to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the City will continue as though no such proceeding had been instituted.

D. The exercise by the City of any one remedy will not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the City will apply to obligations beyond those expressly waived.

E. Any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section will not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the City of any specific default by the Developer will be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

#### **Section 8.04. Remedies Upon a City Event of Default.**

A. Upon the occurrence and continuance of a City Event of Default the Developer will have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

1. The Developer will have the right to terminate the Developer's obligations under this Agreement.

2. The Developer may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the City as set forth in this Agreement, to enforce or preserve any other rights or interests of the Developer under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the Developer resulting from such City Event of Default, however City's liability for monetary amounts shall be limited to the actual amount, if any, in question, and under no circumstances shall the City be liable for any remote, punitive or consequential damages except to the extent resulting from willful misconduct, gross negligence, or bad faith.

B. If the Developer has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Developer, then and in every case the Developer and the City will, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the Developer will continue as though no such proceeding had been instituted.

C. The exercise by the Developer of any one remedy will not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the Developer will apply to obligations beyond those expressly waived.

D. Any delay by the Developer in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph will not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the Developer of any specific default by the Developer will be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

**Section 8.05. Excusable Delays.** Neither the City nor the Developer will be deemed to be in default of this Agreement because of an Excusable Delay.

**Section 8.06. Legal Actions.** Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Leavenworth County, Kansas or, if federal jurisdiction exists, in the United States District Court for the District of Kansas.

## ARTICLE IX

### GENERAL AND SPECIAL PROVISIONS

**Section 9.01. Mutual Assistance.** The City and the Developer agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be reasonably necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to reasonably aid and assist each other in carrying out said terms, provisions and intent.

**Section 9.02. Effect of Violation of the Terms and Provisions of this Agreement; No Partnership.** The City is deemed the beneficiary of the terms and provisions of this Agreement, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. The Agreement will run in favor of the City, without regard to whether the City has been, remains or is an owner of any land or interest therein in the Project or the District. The City will have the right, if the Agreement or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be entitled. Nothing contained herein will be construed as creating a partnership between the Developer and the City.

**Section 9.03. Time of Essence.** Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

**Section 9.04. Amendments.** This Agreement may be amended only by the mutual consent of the Parties, by the adoption of a resolution of the City approving said amendment, as provided by law, and by the execution of said amendment by the Parties or their successors in interest.

**Section 9.05. Agreement Controls.** The Parties agree that the Development Plan will be implemented as agreed in this Agreement. This Agreement specifies the rights, duties and obligations of the City and Developer with respect to constructing the Project, the payment of Eligible Project Costs and all other methods of implementing the Development Plan. The Parties further agree that this Agreement contains provisions that are in greater detail than as set forth in the Development Plan and that expand upon the estimated and anticipated sources and uses of funds to implement the Development Plan. Nothing in this Agreement will be deemed an amendment of the Development Plan. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

**Section 9.06. Conflicts of Interest.**

A. No member of the City's governing body or of any branch of the City's government that has any power of review or approval of any of the Developer's undertakings will participate in any decisions relating thereto which affect such person's personal interest or the interests of any corporation or partnership in which such person is directly or indirectly interested. Any person having such interest will immediately, upon knowledge of such possible conflict, disclose, in writing, to the City the nature of such interest and

seek a determination with respect to such interest by the City and, in the meantime, will not participate in any actions or discussions relating to the activities herein proscribed.

B. The Developer warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City any money or other consideration for obtaining this Agreement. The Developer further represents that, to its best knowledge and belief, no officer, employee or agent of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision making process or gain insider information with regard to the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

**Section 9.07. Term.** Unless earlier terminated as provided herein, this Agreement will remain in full force and effect until the expiration of the RHID Term.

**Section 9.08. Validity and Severability.** It is the intention of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies of State of Kansas, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof will not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement is deemed invalid or unenforceable in whole or in part, this Agreement will be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

**Section 9.09. Required Disclosures.** The Developer will immediately notify the City of the occurrence of any material event which would cause any of the information furnished to the City by the Developer in connection with the matters covered in this Agreement to contain any untrue statement of any material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

**Section 9.10. Tax Implications.** The Developer acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer is relying solely upon its own tax advisors in this regard.

**Section 9.11. Authorized Parties.** Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the City or the Developer is required, or the City or the Developer is required to agree or to take some action at the request of the other Party, such approval or such consent or such request will be given for the City, unless otherwise provided herein, by the City Representative and for the Developer by any officer of Developer so authorized; and any person will be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party will have any complaint against the other as a result of any such action taken. The City Representative may seek the advice, consent or approval of the City Council before providing any supplemental agreement, request, demand, approval, notice or consent for the City pursuant to this Section.

**Section 9.12. Notice.** All notices and requests required pursuant to this Agreement will be sent as follows:

To the City:

City Administrator  
City of Lansing, Kansas  
800 First Terrace,  
Lansing, Kansas 66043

To the Developer:

AA Lansing Development, LLC  
Attn: Chris Coulson  
5701 Mission Drive  
Mission Hills, Kansas 66208

With a copy to:

Kevin Wempe  
Gilmore & Bell, P.C.  
2405 Grand Blvd., Suite 1100  
Kansas City, Missouri 64108

With a copy to:

Polsinelli PC  
Attn: Korb Maxwell  
900 W 48<sup>th</sup> Place, Suite 900  
Kansas City, Missouri 64112

or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices will be deemed effective on the third day after mailing; all other notices will be effective when delivered.

**Section 9.13. Kansas Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Kansas.

**Section 9.14. Counterparts.** This Agreement may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same agreement.

**Section 9.15. Recordation of Agreement.** The Parties agree to execute and deliver an original of this Agreement and any amendments or supplements hereto, in proper form for recording and/or indexing in the appropriate land or governmental records, including, but not limited to, recording in the real estate records of Leavenworth County, Kansas. This Agreement will be promptly recorded by the City at Developer's cost after execution, and proof of recording will be provided to the Developer.

**Section 9.16. Consent or Approval.** Except as otherwise provided in this Agreement, whenever the consent, approval or acceptance of either Party is required hereunder, such consent, approval or acceptance will not be unreasonably withheld, conditioned or unduly delayed.

**Section 9.17. Electronic Transactions.** The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 9.18. Cash Basis and Budget Laws.** The Parties acknowledge and agree that the ability of the City to enter into and perform certain financial obligations pursuant to this Agreement are subject to the K.S.A. 10-1101 *et seq.* and K.S.A. 79-2935 *et seq.*

*[Remainder of page left blank intentionally  
Signature pages to follow]*

**THIS AGREEMENT** has been executed as of the date first hereinabove written.

**CITY OF LANSING, KANSAS**

---

Anthony R. McNeill, Mayor

(SEAL)

ATTEST:

---

Tish Sims, City Clerk

**AA LANSING DEVELOPMENT, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A****LEGAL DESCRIPTION AND MAP OF DISTRICT****Legal Description of District:****PROPERTY A****13209 McIntyre Rd Leavenworth, KS 66048**

Approximately 34.24 acres

**Tract 1:**

A tract of land in the Northeast 1/4 of Section 6, Township 10 South, Range 23 East of the 6th P.M. in Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is (N 90° 00' 00" W) 660.60 feet from the Northeast corner of the Northeast 1/4 of said Section 6, said point of beginning also being on the North line of the said Northeast 1/4; thence (S 00° 00' 00" W) 441.64 feet; thence (N 90° 00' 00" W) 690.42 feet; thence (N 00° 00' 00" E) 441.64 feet to a point on the North line of said Northeast 1/4; thence (S 90° 00' 00" E) 690.42 feet to the point of beginning, less any part thereof taken or used for road purposes.(hereinafter referred to as "Tract 1").

**AND****Tract 2:**

A tract of land in the Northeast 1/4 of Section 6, Township 10 South, Range 23 East of the 6th P.M., in Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is (N 90° 00' 00" W) 418.98 feet from the Northeast corner of the Northeast 1/4 of said Section 6, said point of beginning also being on the North line of said Northeast 1/4; thence (S 05° 52' 20" W) 579.76 feet; thence (S 39° 08' 57" W) 100.80 feet; thence (S 00° 30' 34" W) 195.55 feet; thence (S 74° 41' 26" W) 1402.72 feet; thence (N 02° 30' 47" W) 1221.97 feet to a point on the North line of said Northeast 1/4; thence (N 90° 00' 00" E) 599.18 feet; thence (S 00° 00' 00" W) 441.64 feet; thence (N 90° 00' 00" E) 690.42 feet; thence (N 00° 00' 00" E) 441.64 feet to a point on the North line of said Northeast 1/4; thence (N 90° 00' 00" E) 241.62 feet to the point of beginning, less any part thereof taken or used for road purposes. (hereinafter referred to as "Tract 2")

**ALSO DESCRIBED AS:**

A tract of land in the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6th P.M., in Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is S 90° 00' 00" W 418.98 feet from the Northeast corner of the Northeast Quarter of said Section 6, said point of beginning also being on the North line of said Northeast Quarter; thence South 05° 52' 20" West 579.76 feet; thence South 39° 08' 57" West 100.80 feet; thence South 00° 30' 34" West 195.55 feet; thence South 74° 41' 26" West 1402.72 feet; thence North 02° 30' 47" West 1221.97 feet to a point on the North line of said Northeast Quarter; thence North 90° 00' 00" East 1531.22 feet to the point of beginning, less any part thereof taken or used for road purposes.

**PROPERTY B**

**00000 131st St Leavenworth, KS 66048**

Approximately 99.86 acres

All of the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6<sup>th</sup> P.M., Leavenworth County, Kansas, less any part thereof taken or used for road or street purposes,

AND ALSO LESS AND EXCEPT:

A tract of land in the Northeast Quarter of Section 6, Township 10 South, Range 23 East of the 6<sup>th</sup> P.M., Leavenworth County, Kansas, more fully described as follows: Beginning at a point that is South 90° 00' 00" West 418.98 feet from the Northeast corner of the Northeast Quarter of said Section 6, said point of beginning also being on the North line of the Northeast Quarter; thence South 05° 52' 20" West 579.76 feet; thence South 39° 08' 57" West 100.80 feet; thence South 00° 30' 34" West 195.55 feet; thence South 74° 41' 26" West 1402.72 feet; thence North 02° 30' 47" West 1221.97 feet to a point on the North line of said Northeast Quarter; thence North 90° 00' 00" East 1531.22 feet to the point of beginning,

AND ALSO LESS AND EXCEPT:

A tract of land in the Southeast Quarter of the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6<sup>th</sup> P.M., Leavenworth County, Kansas, more fully described as follows: Beginning at the East Quarter corner of said Section 6; thence South 88° 27' 20" West 485.00 feet along the South line of the Northeast Quarter of said Section 6; thence North 01° 53' 43" West 450.00 feet; thence North 88° 27' 20" East 485.00 feet to the East line of the Northeast Quarter of said Section 6; thence South 01° 53' 43" East 450.00 feet along said East line to the point of beginning, according to the Tract Split Survey dated June 29, 2010 by Hahn Surveying, as recorded on July 16, 2010 as Document No. 2010S023.

AND ALSO LESS AND EXCEPT:

Lots 1, 2, 3, 4 and 5, MILLS WOODS, a subdivision in Leavenworth County, Kansas.

**PROPERTY C**

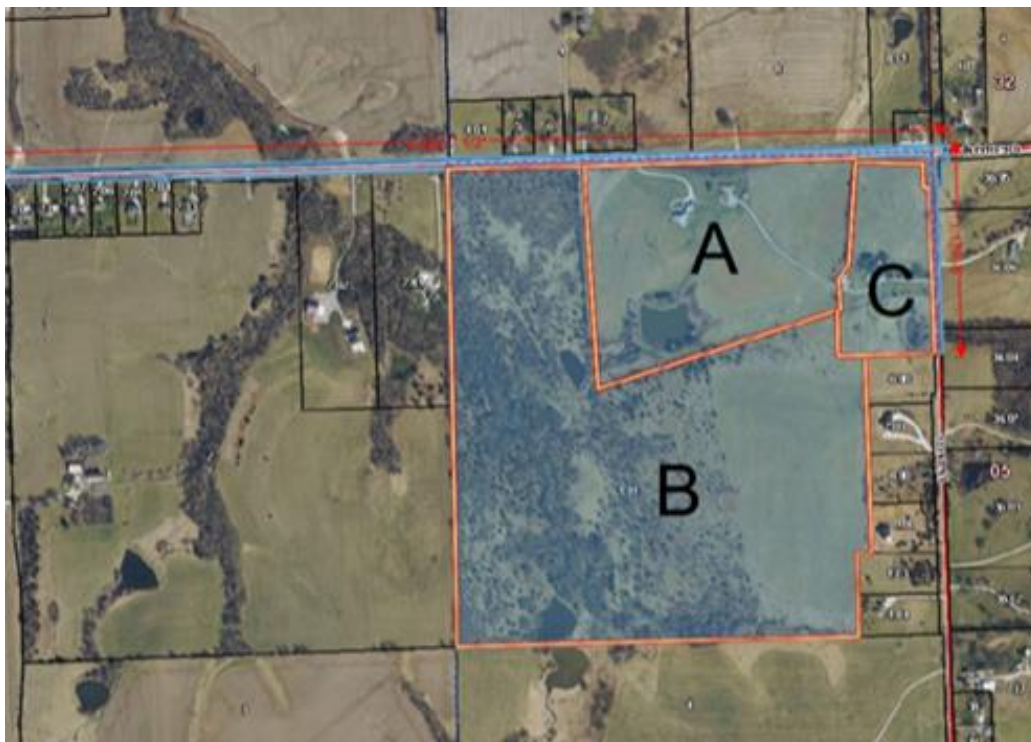
**24303 131st St Leavenworth, KS 66048**

Approximately 11.16 acres

Lot 1, MILLS WOODS, a subdivision in Leavenworth County, Kansas.

Together with public rights-of-way adjacent thereto.

**Map of District:**



**EXHIBIT B****FORM OF CERTIFICATE OF ELIGIBLE PROJECT COSTS****CERTIFICATE OF ELIGIBLE PROJECT COSTS**

TO: City of Lansing, Kansas  
Attention: City Administrator

Re: Riverbend Heights RHID

*Terms not otherwise defined herein will have the meaning ascribed to such terms in the Development Agreement dated as of [\_\_\_\_\_] (the "Agreement") between the City and the Developer.*

In connection with the Agreement, the undersigned hereby states and certifies that:

1. Attached hereto as *Schedule 1* is (a) a summary sheet detailing costs requested to be reimbursed; and (b) itemized invoices, receipts or other information confirming that such costs have been paid by [AA Lansing Development, LLC] ("Developer") and qualifies as an Eligible Project Cost, all as required by **Section 4.04** of the Agreement.

2. Each item listed on *Schedule 1* hereto is an Eligible Project Cost and was incurred after [\_\_\_\_\_] in connection with the construction of the Project.

3. These Eligible Project Costs have been paid by Developer and are reimbursable under the Agreement.

4. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the RHID Revenue Fund, and no part thereof has been included in any other certificate previously filed with the City.

5. There has not been filed with or served upon Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

6. All necessary permits and approvals required for the work for which this certificate relates were issued and were in full force and effect at the time such work was being performed.

7. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

8. Developer is not in default or breach of any term or condition of the Agreement or any other agreement between the Developer and the City, and no event has occurred and no condition exists which constitutes a Developer Event of Default under the Agreement.

9. All of Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**AA LANSING DEVELOPMENT, LLC**

By:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Title:\_\_\_\_\_

Approved for Payment this \_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF LANSING, KANSAS**

By: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT C**

### **FORM OF CERTIFICATE OF FULL COMPLETION**

*Pursuant to **Section 3.06** of the Agreement, the City will, within 30 days following delivery of this Certificate, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in this Certificate.*

### **CERTIFICATE OF FULL COMPLETION**

The undersigned, AA Lansing Development, LLC (the “Developer”), pursuant to that certain Development Agreement dated as of [\_\_\_\_], between the City of Lansing, Kansas (the “City”) and the Developer (the “Agreement”), hereby certifies to the City as follows:

*Terms not otherwise defined herein will have the meaning ascribed to such terms in the Development Agreement.*

1. That as of \_\_\_\_\_, 20\_\_\_\_, the construction, renovation, repairing, equipping and constructing of Phase [\_\_\_\_] of the Project (as such term is defined in the Agreement) has been completed in accordance with the Agreement, such Phase consisting of [\_\_\_\_] single-family lots and Infrastructure Improvements consisting of [\_\_\_\_\_].
2. Phase [\_\_\_\_] of the Project has been completed in a workmanlike manner and in accordance with the Construction Plans.
3. Lien waivers for Phase [\_\_\_\_] of the Project have been obtained, or, to the extent that a good faith dispute exists with respect to the payment of any construction cost with respect to Phase [\_\_\_\_] of the Project, Developer has provided the City with a bond or other security reasonably acceptable to the City.
4. This Certificate of Full Completion is being issued by Developer to the City in accordance with the Agreement to evidence the Developer’s satisfaction of all obligations and covenants with respect to Phase [\_\_\_\_] of the Project.
5. The City’s execution of this Certificate will evidence the satisfaction of the Developer’s agreements and covenants to construct the Project.

This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

**IN WITNESS WHEREOF**, the undersigned has hereunto set his/her hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**AA LANSING DEVELOPMENT, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTED:**

**CITY OF LANSING, KANSAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Insert Notary Form(s) and Legal Description)

**EXHIBIT D**

**PROJECT BUDGET**

**RHID ELIGIBLE EXPENSES**

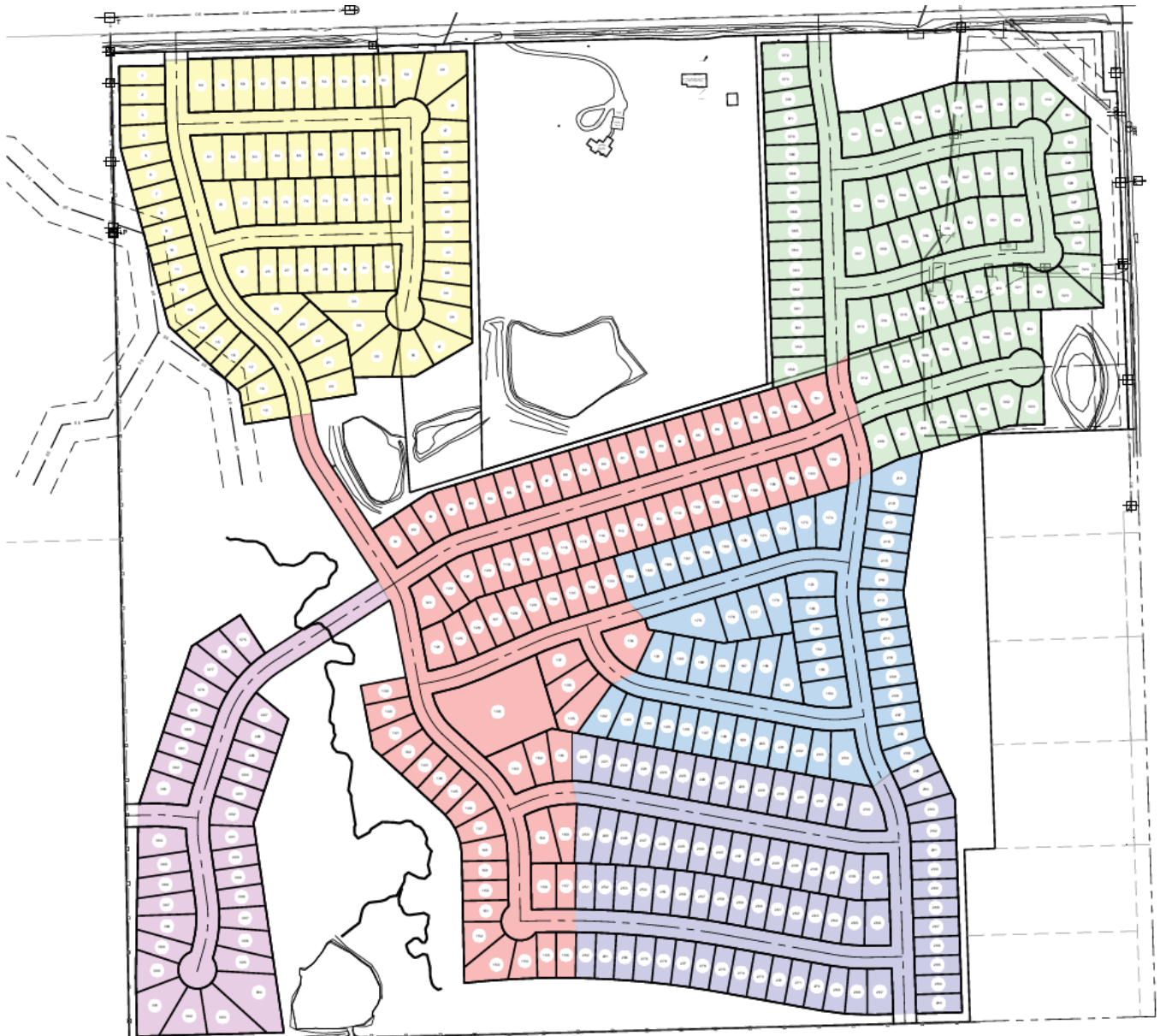
<b>Item</b>	<b>Amount</b>	<b>RHID Eligible</b>	<b>RHID Uses</b>
<b>Land Acquisition</b>	\$ 2,060,000.00	\$ 2,060,000.00	\$ 2,060,000.00
<b>Infrastructure Improvements</b>	\$ 18,749,380.00	\$ 18,749,380.00	\$ 18,749,380.00
<b>Soft Costs (Engineering, Inspections, Permitting, Permitting, Insurance, Etc.)</b>	\$ 1,683,712.00	\$ 1,683,712.00	\$ 1,083,120.00
<b>Third Party Professional Costs (Legal, Accounting, Financing, Etc.)</b>	\$ 2,497,735.00	\$ 0.00	\$ 0.00
<b>Contingency</b>	\$ 2,153,839.00	\$ 1,784,752.00	\$ 0.00
<b>TOTAL</b>	\$ 27,144,666.00	\$ 23,576,212.00	\$ 21,892,500

# **EXHIBIT E**

## **PROJECT PRELIMINARY SITE PLAN**

PHASING PLAN		
	PHASE 1	78 LOTS
	PHASE 2	84 LOTS
	PHASE 3	57 LOTS
	PHASE 4	76 LOTS
	PHASE 5	79 LOTS
	PHASE 6	33 LOTS

LOT COUNTS	
LOT DIMENSIONS	# OF LOTS
50' X 120'	406



**EXHIBIT F**

**MCINTYRE SEWER PROJECT**



**DEVELOPMENT PLAN  
OF THE CITY OF LANSING, KANSAS  
RIVERBEND HEIGHTS  
REINVESTMENT HOUSING INCENTIVE DISTRICT**

**JUNE 2025**

## INTRODUCTION

On February 6, 2025, the City Council (the “Governing Body”) of the City Lansing, Kansas (the “City”) adopted Resolution No. B-2-2025, which found and determined that:

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

Based on these findings and determinations, the Governing Body proposed the establishment of a Reinvestment Housing Incentive District within the City pursuant to K.S.A. 12-5241 *et seq.* (the “Act”).

Following the adoption of Resolution No. B-2-2025, such Resolution was published once in the official newspaper of the City, and a certified copy of such Resolution was submitted to the Secretary of Commerce for approval of the establishment of the Reinvestment Housing Incentive District in the City as required by K.S.A. 12-5244(c). On February 28, 2025, the Secretary of Commerce provided written confirmation approving the establishment of the Reinvestment Housing Incentive District within the City.

## DEVELOPMENT PLAN ADOPTION

K.S.A. 12-5245 states that once a city receives approval from the Secretary of Commerce for the development of a reinvestment housing incentive district, the governing body must adopt a plan for the development of housing and public facilities within the proposed district.

## DEVELOPMENT PLAN

As a result of the shortage of quality housing within the City, the City proposes this development plan (the “Development Plan”) to assist in the development of quality housing within the City.

(1) ***Legal Description and Map of the District.*** The legal description of the Riverbend Heights Reinvestment Housing Incentive District (the “District”) is attached as ***Exhibit A*** to this Development Plan. A map of the District is attached as ***Exhibit B*** to this Development Plan.

(2) ***Existing Assessed Valuation of the District.*** The assessed valuation of all real estate within the District for 2025 is:

Land	\$26,097
Improvements	<u>\$93,887</u>
Total	\$119,984

(3) **Owners of Record.** The name and addresses of the owners of record for the real estate within the District is:

Charles D. Engelhardt Trust  
13209 McIntyre Road  
Leavenworth, Kansas, 66048

(4) **Description of Housing and Public Facilities Projects.** The housing and public facilities projects that are proposed to be constructed include the following:

The housing and public facility project that will include the acquisition of real property within the District and the construction and extension of certain infrastructure and utility improvements needed to develop a single-family residential development within the District, which is currently anticipated to include approximately 417 single family homes. The infrastructure and utility improvements constructed within the boundaries of the District are anticipated to include, but not be limited to the following (collectively, the “**Infrastructure Improvements**”)

**Infrastructure Improvements**

Site preparation, construction of streets and roadways, grading, paving, curbing, guttering, and surfacing, sidewalk, parking, water mains and extensions, sanitary sewer, storm sewer, detention basins, gas, electric improvements, signage, erosion control, right-of-way improvements, and other related infrastructure, utility improvements and related expenses. Infrastructure improvements may be constructed prior to or concurrently with the housing facilities in the project.

(5) **Developer’s Information.** The names, addresses and specific interests in the real estate in the District of the developers responsible for development of the housing and public facilities is:

Owners of Real Property: Charles D. Engelhardt Trust  
13209 McIntyre Road  
Leavenworth, Kansas, 66048

Developer: Ad Astra Lansing Development, LLC (together with its affiliated entities, “Developer”)  
5701 Mission Drive  
Mission Hills, Kansas 66208

Individuals with specific interest: Ad Astra Land Holdings, LLC, has obtained an option to purchase the real estate proposed to be within the boundaries of the District.

(6) **Contractual Assurances.** The Governing Body expects to enter into a Development Agreement (the “Development Agreement”) with the Developer, which will include the project construction schedule, a description of projects to be constructed, financial obligations of the developer, and administrative support from the City. The Development Agreement will include the contractual assurances, if any, the Governing Body has received from the Developer guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed district.

(7) **Comprehensive Analysis of Feasibility.** Polsinelli PC has conducted a comprehensive analysis to determine whether the public benefits derived from the District will exceed the costs and that

the income from the District, together with other sources of revenue, will be sufficient to pay for the public improvements to be undertaken in the District. A copy of the analysis is attached as ***Exhibit C*** to this Development Plan. The analysis estimates the property tax revenues that will be generated from the District, less existing property taxes, and certain unavailable property tax revenues, to determine the revenue stream available to support reimbursement to the Developer for all or a portion of the costs of financing the public infrastructure. The estimates indicate that the revenue realized from the project together with other sources of Developer funds would be adequate to pay the costs of the Public Improvements.

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**EXHIBIT A**  
**DEVELOPMENT PLAN**  
**RIVERBEND HEIGHTS REINVESTMENT HOUSING INCENTIVE DISTRICT**

**LEGAL DESCRIPTION OF DISTRICT**

**PROPERTY A**

**13209 McIntyre Rd Leavenworth, KS 66048**

Approximately 34.24 acres

**Tract 1:**

A tract of land in the Northeast 1/4 of Section 6, Township 10 South, Range 23 East of the 6th P.M. in Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is (N 90° 00' 00" W) 660.60 feet from the Northeast corner of the Northeast 1/4 of said Section 6, said point of beginning also being on the North line of the said Northeast 1/4; thence (S 00° 00' 00" W) 441.64 feet; thence (N 90° 00' 00" W) 690.42 feet; thence (N 00° 00' 00" E) 441.64 feet to a point on the North line of said Northeast 1/4; thence (S 90° 00' 00" E) 690.42 feet to the point of beginning, less any part thereof taken or used for road purposes.(hereinafter referred to as "Tract 1").

AND

**Tract 2:**

A tract of land in the Northeast 1/4 of Section 6, Township 10 South, Range 23 East of the 6th P.M., in Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is (N 90° 00' 00" W) 418.98 feet from the Northeast corner of the Northeast 1/4 of said Section 6, said point of beginning also being on the North line of said Northeast 1/4; thence (S 05° 52' 20" W) 579.76 feet; thence (S 39° 08' 57" W) 100.80 feet; thence (S 00° 30' 34" W) 195.55 feet; thence (S 74° 41' 26" W) 1402.72 feet; thence (N 02° 30' 47" W) 1221.97 feet to a point on the North line of said Northeast 1/4; thence (N 90° 00' 00" E) 599.18 feet; thence (S 00° 00' 00" W) 441.64 feet; thence (N 90° 00' 00" E) 690.42 feet; thence (N 00° 00' 00" E) 441.64 feet to a point on the North line of said Northeast 1/4; thence (N 90° 00' 00" E) 241.62 feet to the point of beginning, less any part thereof taken or used for road purposes. (hereinafter referred to as "Tract 2")

**ALSO DESCRIBED AS:**

A tract of land in the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6th P.M., in Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is S 90° 00' 00" W 418.98 feet from the Northeast corner of the Northeast Quarter of said Section 6, said point of beginning also being on the North line of said Northeast Quarter; thence South 05° 52' 20" West 579.76 feet; thence South 39° 08' 57" West 100.80 feet; thence South 00° 30' 34" West 195.55 feet; thence South 74° 41' 26" West 1402.72 feet; thence North 02° 30' 47" West 1221.97 feet to a point on the North line of said Northeast Quarter; thence North 90° 00' 00" East 1531.22 feet to the point of beginning, less any part thereof taken or used for road purposes.

**PROPERTY B**

**00000 131st St Leavenworth, KS 66048**

Approximately 99.86 acres

All of the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6<sup>th</sup> P.M., Leavenworth County, Kansas, less any part thereof taken or used for road or street purposes,

AND ALSO LESS AND EXCEPT:

A tract of land in the Northeast Quarter of Section 6, Township 10 South, Range 23 East of the 6<sup>th</sup> P.M., Leavenworth County, Kansas, more fully described as follows: Beginning at a point that is South 90° 00' 00" West 418.98 feet from the Northeast corner of the Northeast Quarter of said Section 6, said point of beginning also being on the North line of the Northeast Quarter; thence South 05° 52' 20" West 579.76 feet; thence South 39° 08' 57" West 100.80 feet; thence South 00° 30' 34" West 195.55 feet; thence South 74° 41' 26" West 1402.72 feet; thence North 02° 30' 47" West 1221.97 feet to a point on the North line of said Northeast Quarter; thence North 90° 00' 00" East 1531.22 feet to the point of beginning,

AND ALSO LESS AND EXCEPT:

A tract of land in the Southeast Quarter of the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6<sup>th</sup> P.M., Leavenworth County, Kansas, more fully described as follows: Beginning at the East Quarter corner of said Section 6; thence South 88° 27' 20" West 485.00 feet along the South line of the Northeast Quarter of said Section 6; thence North 01° 53' 43" West 450.00 feet; thence North 88° 27' 20" East 485.00 feet to the East line of the Northeast Quarter of said Section 6; thence South 01° 53' 43" East 450.00 feet along said East line to the point of beginning, according to the Tract Split Survey dated June 29, 2010 by Hahn Surveying, as recorded on July 16, 2010 as Document No. 2010S023.

AND ALSO LESS AND EXCEPT:

Lots 1, 2, 3, 4 and 5, MILLS WOODS, a subdivision in Leavenworth County, Kansas.

**PROPERTY C**

**24303 131st St Leavenworth, KS 66048**

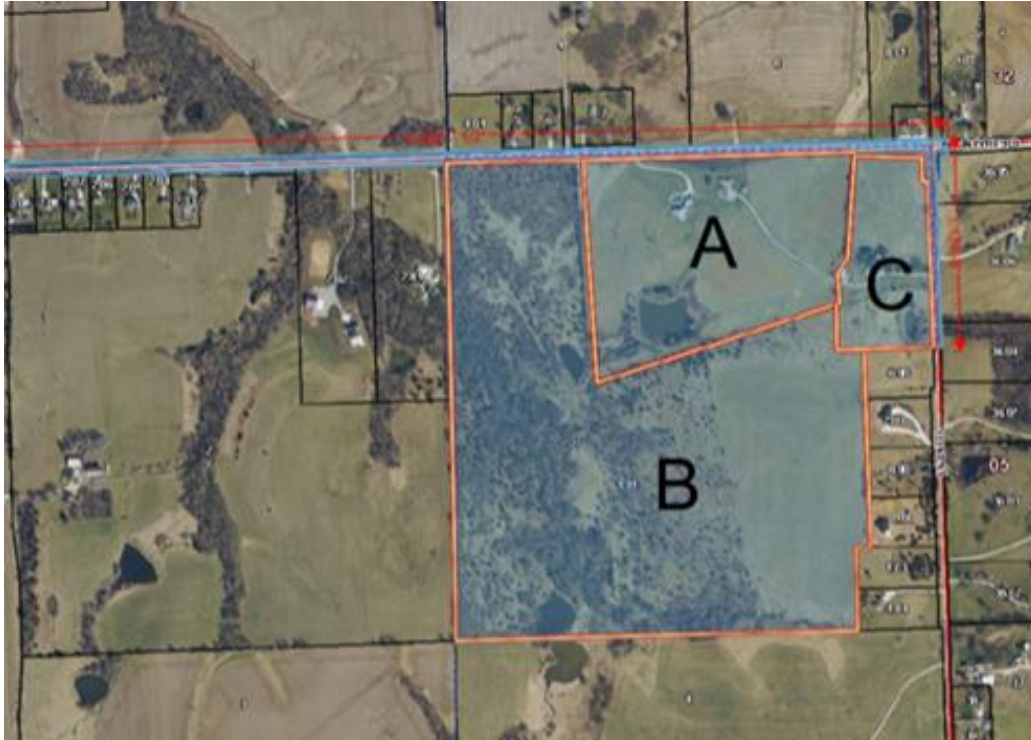
Approximately 11.16 acres

Lot 1, MILLS WOODS, a subdivision in Leavenworth County, Kansas.

Together with public rights-of-way adjacent thereto

***EXHIBIT B***  
**DEVELOPMENT PLAN**  
**RIVERBEND HEIGHTS REINVESTMENT HOUSING INCENTIVE DISTRICT**  
**MAP OF THE DISTRICT**

The District contains the entirety of Leavenworth County Parcel Numbers 052-163-06-0-00-00-001.00-0, 052-163-06-0-00-00-001.01-0, and 052-163-06-0-00-00-005.00-0, together with all public rights-of-way adjacent thereto.



**EXHIBIT C**  
**DEVELOPMENT PLAN**  
**RIVERBEND HEIGHTS REINVESTMENT HOUSING INCENTIVE DISTRICT**  
**COMPREHENSIVE FINANCIAL FEASIBILITY ANALYSIS**

**a. Introduction**

K.S.A. 12-5241, *et. seq.*, as amended (the “**RHID Act**”), provides a means for cities and municipalities to finance public improvements costs with incremental real estate taxes. The purpose of the RHID Act is to “encourage the development and renovation of housing in cities and counties by authorizing cities and counties to assist directly in the financing of public improvements that will support such housing in areas of Kansas that experience a shortage of housing.”

A city may exercise the powers conferred under the RHID Act provided that the governing body of the city has adopted a resolution finding that;

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

On February 6, 2025, the governing body of the City of Lansing, Kansas (the “**City**”) adopted Resolution No. B-2-2025 making the findings above. Following the adoption of Resolution No. B-2-2025, such Resolution was published once in the official newspaper of the City, and a certified copy of such Resolution was submitted to the Secretary of Commerce (“**Secretary**”), as required by K.S.A. 12-5244(c). By letter dated February 28, 2025, the Secretary agreed with and approved each of the findings contained in Resolution No. B-2-2025.

Upon receipt of approval from the Secretary to proceed, the governing body may proceed with the establishment of a reinvestment housing incentive district. Before establishing the District, the governing body shall adopt a plan for the development or redevelopment of housing and public facilities in the proposed district, which shall include the items listed in K.S.A. 12-5245.

That certain Development Plan dated June 2025 (the “**Development Plan**”) has been prepared in accordance with K.S.A. 12-5245 proposing the establishment of the Riverbend Heights Reinvestment Housing Incentive District (the “**District**”).

The Development Plan provides for the development of approximately 146 +/- acres of real property within the District generally located southwest of the intersection of McIntyre Road and 131<sup>st</sup> Street in the City, as more particularly described in the Development Plan, to consist of a housing and public facility project (the “**Project**”) which will include the acquisition of real property within the District and the construction and extension of certain infrastructure and utility improvements needed to develop a single-family residential development within the District, which is currently anticipated to include approximately

417 single family homes. The interior residential infrastructure and utility improvements constructed within the boundaries of the District are anticipated to include, but not be limited to, the following: Site preparation, construction of streets and roadways, grading, paving, curbing, guttering, and surfacing, sidewalk, parking, water mains and extensions, sanitary sewer, storm sewer, detention basins, gas, electric improvements, signage, erosion control, right-of-way improvements, and other related infrastructure, utility improvements and related expenses (collectively, the **“Public Improvements”**). Infrastructure improvements may be constructed prior to or concurrently with the housing facilities in the project.

Ad Astra Development, LLC, a Kansas limited liability company (together with its affiliated entities, the **“Developer”**) proposes to finance the Project with private debt, equity, and other public sources. As shown herein, the Development Plan proposes to finance certain Reimbursable Project Costs (as defined below) by capturing 80% of the allowable incremental real property tax increment (as provided in K.S.A. 12-5250(b)) generated within the District for a duration of 20 years (the **“RHID Increment”**)<sup>1</sup>. It is anticipated that the RHID Increment will be made available to Developer to pay all or a portion of the Reimbursable Project Costs on a pay-as-you-go basis.

This Feasibility Analysis, prepared for the Development Plan, provides a comprehensive analysis of the feasibility of providing housing tax incentives in the District, and shows that the District’s benefits, including the RHID Increment, and other available revenues are expected to exceed or be sufficient to pay for the Public Improvements to be undertaken within the District.

**b. Project Costs**

The total estimated cost to complete the Project, including land acquisition, hard costs, and soft costs, is approximately \$27.14 million, as generally summarized below:

<b>Line Item</b>	<b>Est. Project Costs</b>
Land Acquisition	\$ 2,060,000
Infrastructure Improvements	\$ 18,749,380
Soft Costs: Architecture & Engineering, Permits, Conditions, Etc.	\$ 1,683,712
Third Party Professional Costs – Legal, Accounting, Financing, Etc.	\$ 2,497,735
Contingency	\$ 2,153,839
<b>Totals</b>	<b>\$ 27,144,728</b>

<sup>1</sup> Under the Charter Ordinance No. \_\_\_\_\_ (the **“Charter Ordinance”**), the City, pursuant to Article 12, Section 5 of the State Constitution, elected to exempt from and make inapplicable to it the provisions of Section 12-5250, and be governed by substitute provisions contained in Section 2 of the Charter Ordinance, which provide in relevant part that “a city may adopt a plan under [the RHID Act] in which only a specified percentage or amount of the [RHID Tax Increment] shall be paid by the treasurer of the city and deposited in the special fund of the city to pay the costs of housing projects in the district.” The City and Developer have agreed to limit the amount of incremental real property tax increment which shall be available to Developer and pledged to the Project to 80% of the incremental real property tax increment. The balance of the incremental real property tax increment will be allocated to and distributed to the appropriate taxing jurisdictions in the same manner as other ad valorem taxes.

**c. Eligible Costs**

Only costs listed in K.S.A. 12-5249 (referred to herein as “**Reimbursable Project Costs**”) are eligible for RHID financing and payment/reimbursement with RHID Increment / RHID Proceeds. Of the total costs listed above, \$23,576,212 are estimated to be Reimbursable Project Costs under the Development Plan. The estimated Reimbursable Project Costs under the Development Plan are set forth by type and amount below:

<b>Line Item</b>	<b>Est. Reimbursable Project Costs</b>
Land Acquisition	\$ 2,060,000
Construction and Extension of Public Improvements	\$ 18,749,380
Soft Costs: Architecture & Engineering, Permits, Conditions, Etc.	\$ 1,683,712
Third Party Professional Costs – Legal, Accounting, Financing, Etc.	\$ 0
Contingencies	\$ 1,784,752
<b>Totals</b>	<b>\$ 23,576,212</b>

**d. Project Revenues**

The net present value of RHID Increment generated over a period of 20 years is estimated to be approximately \$21.8 million as set forth on **Attachment 2** attached hereto. Pursuant to the RHID Act, RHID Increment can be generated from several sources, including in relevant part:

- (1) *Ad Valorem Tax Increment Revenues* – The amount of real property taxes collected from that portion of the current assessed valuation of real property within the District that is in excess of an amount equal to the total assessed value of such real property on the effective date of the establishment of the District (excluding any *ad valorem* taxes not allowed to be captured under the RHID Act)

According to the Leavenworth County Appraiser’s Office, the 2025 assessed value for the District is \$119,984. Upon completion of the Project, the District is estimated to have an assessed value of approximately \$14,421,000 as set forth on **Attachment 2** attached hereto. The difference between the base year assessed value and the assessed value at full build-out, when multiplied by the applicable mill levy rate subject to capture, is estimated to create annual RHID Increment at stabilization of approximately \$1,346,103, which is assumed to grow annually with inflation thereafter.

Assuming assessed valuation growth of approximately 2% per year, total gross RHID Increment to be generated by the Project, and pledged to the Project for reimbursement of Reimbursable Project Costs, over the 20-year term of the Development Plan and RHID is estimated to be approximately \$21,816,527,

of which the net present value is estimated to be \$8,329,159. Detailed Project assumptions and RHID projections are set forth on **Attachment 1** and **Attachment 2**, respectively.

The total of Reimbursable Project Costs that can be financed under the RHID Act is limited to the amount of RHID Increment. Thus, by operation, the RHID Increment will always equal or exceed the amount of Reimbursable Project Costs actually paid or reimbursed with the same. Based on the Project's (1) estimated Reimbursable Project Costs, and (2) estimated RHID Increment, this feasibility analysis shows that the Project's benefits, tax increment revenue and other available revenues will be sufficient to pay for the public improvements to be undertaken within the RHID, and, when supplemented by private debt and equity, all Project costs.

*[Remainder of Page Intentionally Blank; Attachments Follow]*

## ATTACHMENT 1

### Project Assumptions

#### PROJECT ASSUMPTIONS

Riverbend Heights Residential Project, Lansing, Leavenworth County, Kansas

Project Assumptions						
Project Component	Units	Appraised Value/Unit	Total Appraised Value	Assessed Value/Unit	Total Assessed Value	Total Taxes at Buildout
Single Family Homes	418	\$ 300,000	\$ 125,400,000	34,500	\$ 14,421,000	\$ 2,006,798
<b>Totals</b>	<b>418</b>		<b>\$ 125,400,000</b>		<b>\$ 14,421,000</b>	<b>\$ 2,006,798</b>

Base Assessed Value						
Property	Address	Parcel No.	Acres	Appraised Value	Assessed Value	Base Property Taxes*
Englehardt SF 1	24303 131ST ST	163-06-0-00-00-005.00-0	11.2	\$ 131,940	\$ 16,352	\$ 2,276
Engelhardt Farm Site	00000 131ST ST	163-06-0-00-00-001.01-0	99.90	\$ 17,490	\$ 5,247	\$ 730
Engelhardt SF 2	13209 MC INTYRE RD	163-06-0-00-00-001.00-0	31.10	\$ 847,120	\$ 98,385	\$ 13,691
<b>Total</b>			<b>142.20</b>	<b>\$ 996,550</b>	<b>\$ 119,984</b>	<b>\$ 16,697</b>

\*Note: Est. based on 2025 assessed value, at the 2024 City levy rate.

Financing Assumptions	
Assessment Rate	11.50%
Base Assessed Value	\$ 119,984
Total Appraised Value at Build Out	\$ 125,400,000
Total Assessed at Build Out	\$ 14,421,000
Levy Rate (City - 2024)	139.158
Levy Rate Subject to RHID	117.658
Levy Rate Not Subject to RHID	21.500
School District Mills (Total)	58.188
Assumed Annual Growth	2%
Net Present Value	8.00%

2024 Property Tax Rates - Lansing, KS			
Jurisdiction	Property Tax Rate	Rate NOT Subject to RHID	Net for RHID
STATE OF KANSAS	1.500	1.500	0.000
COUNTY (ALL LEVIES)	37.561	0.000	37.561
CITY OF LANSING	41.909	0.000	41.909
USD 469 (GENERAL)	20.000	20.000	0.000
USD 469 (SUPP. GENERAL)	15.335	0.000	15.335
USD 469 (CAP. OUTLAY)	7.997	0.000	7.997
USD 469 (BOND & INT.)	14.420	0.000	14.420
USD 469 (SPEC. ASSMT.)	0.436	0.000	0.436
<b>Totals</b>	<b>139.158</b>	<b>21.500</b>	<b>117.658</b>

## ATTACHMENT 2

### RHID Revenue Projections

#### RHID REVENUE PROJECTIONS

Riverbend Heights Residential Project, Lansing, Leavenworth County, Kansas

RHID YEAR	YEAR	BASE ASSESSED VALUE	PROJECTED ASSESSED VALUE AT BUILD OUT	REAL ESTATE TAXES CAPTURED BEFORE RHID	BASE TAXES	TAXES NOT SUBJECT TO RHID	RHID REVENUE GENERATED	AVAILABLE FOR DEVELOPER REIMBURSEMENT (80%)
1	2025	\$ 119,984	\$ -	\$ 16,697	\$ 16,697	\$ -	\$ -	\$ -
2	2026	\$ 119,984	\$ -	\$ 16,697	\$ 16,697	\$ -	\$ -	\$ -
3	2027	\$ 119,984	\$ 2,163,150	\$ 301,020	\$ 16,697	\$ 43,928	\$ 240,395	\$ 192,316
4	2028	\$ 119,984	\$ 3,749,460	\$ 521,767	\$ 16,697	\$ 78,034	\$ 427,037	\$ 341,630
5	2029	\$ 119,984	\$ 5,191,560	\$ 722,447	\$ 16,697	\$ 109,039	\$ 596,711	\$ 477,369
6	2030	\$ 119,984	\$ 7,498,920	\$ 1,043,535	\$ 16,697	\$ 158,647	\$ 868,191	\$ 694,553
7	2031	\$ 119,984	\$ 9,806,280	\$ 1,364,622	\$ 16,697	\$ 208,255	\$ 1,139,670	\$ 911,736
8	2032	\$ 119,984	\$ 12,113,640	\$ 1,685,710	\$ 16,697	\$ 257,864	\$ 1,411,150	\$ 1,128,920
9	2033	\$ 119,984	\$ 14,421,000	\$ 2,006,798	\$ 16,697	\$ 307,472	\$ 1,682,629	\$ 1,346,103
10	2034	\$ 119,984	\$ 14,709,420	\$ 2,046,933	\$ 16,697	\$ 313,673	\$ 1,716,564	\$ 1,373,251
11	2035	\$ 119,984	\$ 15,003,608	\$ 2,087,872	\$ 16,697	\$ 319,998	\$ 1,751,177	\$ 1,400,942
12	2036	\$ 119,984	\$ 15,303,681	\$ 2,129,630	\$ 16,697	\$ 326,449	\$ 1,786,483	\$ 1,429,187
13	2037	\$ 119,984	\$ 15,609,754	\$ 2,172,222	\$ 16,697	\$ 333,030	\$ 1,822,495	\$ 1,457,996
14	2038	\$ 119,984	\$ 15,921,949	\$ 2,215,667	\$ 16,697	\$ 339,742	\$ 1,859,228	\$ 1,487,382
15	2039	\$ 119,984	\$ 16,240,388	\$ 2,259,980	\$ 16,697	\$ 346,589	\$ 1,896,695	\$ 1,517,356
16	2040	\$ 119,984	\$ 16,565,196	\$ 2,305,180	\$ 16,697	\$ 353,572	\$ 1,934,911	\$ 1,547,929
17	2041	\$ 119,984	\$ 16,896,500	\$ 2,351,283	\$ 16,697	\$ 360,695	\$ 1,973,891	\$ 1,579,113
18	2042	\$ 119,984	\$ 17,234,430	\$ 2,398,309	\$ 16,697	\$ 367,961	\$ 2,013,651	\$ 1,610,921
19	2043	\$ 119,984	\$ 17,579,119	\$ 2,446,275	\$ 16,697	\$ 375,371	\$ 2,054,207	\$ 1,643,365
20	2044	\$ 119,984	\$ 17,930,701	\$ 2,495,200	\$ 16,697	\$ 382,930	\$ 2,095,573	\$ 1,676,459
<b>TOTALS</b>				<b>\$ 32,587,843</b>	<b>\$ 333,935</b>	<b>\$ 4,983,249</b>	<b>\$ 27,270,659</b>	<b>\$ 21,816,527</b>
<b>NET PRESENT VALUE</b>				<b>\$ 12,477,896</b>	<b>\$ 163,931</b>	<b>\$ 1,902,515</b>	<b>\$ 10,411,449</b>	<b>\$ 8,329,159</b>

Financing Assumptions	
Assessment Rate	11.50%
Base Assessed Value	\$ 119,984
Total Appraised Value at Build Out	\$ 125,400,000
Total Assessed at Build Out	\$ 14,421,000
Levy Rate (City - 2024)	139.158
Levy Rate Subject to RHID	117.658
Levy Rate Not Subject to RHID	21.500
School District Mills (Total)	58.188
Assumed Annual Growth	2%
Net Present Value	8.00%

Phasing Assumptions		
RHID Year	Year	Percentage Completion
1	2025	0.00%
2	2026	0.00%
3	2027	15.00%
4	2028	26.00%
5	2029	36.00%
6	2030	52.00%
7	2031	68.00%
8	2032	84.00%
9	2033	100.00%



## INTRODUCTION

This policy document and application provides an outline for the creation and implementation of Reinvestment Housing Incentive Districts within the City of Lansing. This application and all related information requested on this form is required for the consideration of establishing a Rural Housing Incentive District (RHID) within the City of Lansing.

## POLICY

### Section 1. Applicability

The City of Lansing intends to facilitate new attainable housing development located via the Rural Housing Investment District (RHID), as approved by City Council resolution and the Kansas Secretary of Commerce. This policy does not replace the normal development review and approval process. All appropriate planning and subdivision approvals shall be obtained prior to or in conjunction with the RHID approval. This policy shall apply to all petitions for RHID financing.

Projects that qualify for RHID financing shall meet the following criteria:

1. The average unit square footage of the development shall be no greater than 1,600 square feet.
2. Include a minimum of 10% of attached unit styles,
3. Include the maximum duration of 20 years, and
4. Monthly rent of a dwelling unit owned and operated by the developer, shall not exceed 30% of the 4 Persons, 100% Moderate Income Housing Income Range, as published each year by the Kansas Housing Resource Corporation (KHRC). Households shall not be restricted by Moderate Income Housing Income limits.

### Section 2. Application

Developers/owners intending to use RHID financing shall submit the application, all required documents, and fees as listed in the Application.

### Section 3. Development Agreement

All Developers proposing to use RHID infrastructure financing shall be required to enter into a development agreement with the City of Lansing. This Development agreement shall be reviewed and approved by the City Administrator, City Attorney, City Engineer, Director of Finance, Community & Economic Development Director, or other authorized individuals prior to forwarding to City Council with the RHID Plan.

### Section 4. Authority Of The Governing Body

The Governing Body reserves the right to vary from any policy when it considers such action to be of exceptional benefit to the City or extraordinary circumstances prevail that is in the best interests of the City. Additionally, the Governing Body, by its inherent authority, reserves the right to reject any proposal or request for the creation of an RHID at any time in the review process when it considers such action to be in the best interest of the City or whenever, in the opinion of the City Council sufficient properties are already available for the type of development being considered.

## APPLICATION

### Information and Items Required:

1. *Exhibit A:* A cover letter requesting the creation of the district with a narrative describing how the district will address housing shortage of City of Lansing as outlined in the adopted 2023 Housing Study.
2. *Exhibit B:* Legal description of proposed district.
3. *Exhibit C:* Preliminary Site Plan
4. *Exhibit D:* An excel copy (.xlsx) and PDF file of the proposed project pro forma, with full estimated project costs and sources of funds.
5. *Exhibit E:* A schedule of investors with percentages of invested debt and equity.
6. *Exhibit F:* Project feasibility analysis
7. *Exhibit G (Optional):* If RHID bonds are being requested, please provide a separate narrative justifying the request for RHID bonds. The City prefers pay-as-you-go financing and will only consider the issuance of RHID bonds in limited circumstances.
8. Completed and signed application (found on next page).
9. Non-refundable Application Fee of \$1,000.
10. The Company/Applicant will be required to provide the following documentation to the City prior to adoption of a Resolution to approve the RHID:
  - a. Contractual assurances guaranteeing the financial feasibility of the project;

- b. Comprehensive analysis of feasibility of providing housing tax incentives in the district that shows Benefits derived from the other district will exceed the costs and that the income therefrom, together with other sources of funding, will be sufficient to pay for the public improvements; and
- c. Signed Funding Agreement and initial deposit.

*Agenda Item 3.*

**Project Name:**

Agenda Item 3.

**Land Owners****Name:** Charles D Engelhardt Trust**Phone:** (913) 952-2641**Address:** 13209 McIntyre Rd, Leavenworth, KS 66048**Email:** jrengel@aol.com**Developer****Name:** Ad Astra Development LLC**Phone:** (816) 547-4077**Address:** 5701 Mission Dr Shawnee Mission, KS 66208**Email:** chris.coulson@gmail.com**Builder****Name:** TBD**Phone:****Address:****Email:****Property Information****Site Address:** 13209 McIntyre Rd, Leavenworth, KS 66048 - Future Address Designated by City of Lansing**Total Acreage of Site:** 125.49**Current Zoning:** Ag - Farm Home Site - SFR**Zoning****Requested:** R-1 Residential**Project Information****Estimated Project****Duration:** 6 - 10 Years**Est. Project Start**

First Quarter 2026

**Date:****Proposed Units/Year:** 60**Proposed Phases:** 6 Phases As Proposed**Home Size (sq. ft.)**

Min: 1,300

Max: 1,800 - 2,000

Avg: 1,500

Unit Type	Total # of Units	Occupancy Type:	Unit Size (Max)	Cost Per Sqft	Total Cost Per Unit
Single Family, Duplexes, Fourplex, Multifamily, etc		Own/Rent/Lease			
1) Single Family	418	Own	1,800 - 2,000	\$200-\$250	\$275,000 - \$400,00
2)					
3)					
<b>Total Project Costs:</b>	\$130,000,000 - \$150,000,000		<b>Equity Invested:</b>	\$30,000,000	
<b>RHID Request:</b>	80% of Reimbursement for 20 yrs		<b>Debt Amount:</b>		
<b>Annual Property Tax:</b>	Total: \$2,006,798			Per Unit:	\$4,801

I do hereby solemnly swear (or affirm) under penalty of law that the information provided herein is true and correct and that I understand what documents must be provided for consideration of a proposed RHID district under the Reinvestment Housing Incentive District Policy of the City of Lansing.

The Applicant acknowledges and agrees that all fees and expenses incurred in connection with this application or establishment of this Project, whether or not approved, will be paid by the Applicant. The Applicant shall hold the City, its officers, consultants, attorneys, and agents harmless from any and all claims arising from or in connection with the project or the requested economic incentives.



Signature of Applicant

6/17/2025

Date

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# AGENDA ITEM

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TO: Tim Vandall, City Administrator  
FROM: Joshua Gentzler, Director of Community & Economic Development  
DATE: July 3, 2025  
SUBJECT: Appointment to Board of Zoning Appeals - Payne

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*Overview:* The Lansing Unified Development Ordinance requires that the Board of Zoning Appeals be available for the appeal process to administer the following matters regulated by the UDO:

- 1) Appeals of administrative decision
- 2) Variances; and
- 3) Any other exceptions for relief specifically referred to under the procedures and standards of these regulations.

*UDO 1.04 D-4*

Brian Payne has agreed to fill the vacant seat typically held by a Planning Commissioner on the Board of Zoning Appeals. Mr. Payne's term will expire April 30, 2028.

Policy Consideration: n/a

Financial Consideration: n/a

Action: Staff recommends a motion to appoint Brian Payne to fill a vacant seat on the Board of Zoning Appeals with a term ending April 30, 2028.

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## AGENDA ITEM # 4

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I am interested in the BZA as an involved citizen seeking quality of life advancements for your Lansing residents. I am looking to assist the city in increasing its tax base in an effective manner that enables a healthy and prosperous city. I have substantial educational and professional experience in planning, organizational dynamics and decision making. I seek to assist the city if at all possible in this endeavor.

I currently serve as the vice president of the Lansing Planning Commission after being unanimously voted by the board members. I am a 13-year resident of Lansing and plan to be here the rest of my life. I am willing to attend meetings that support this aspect of volunteer service.

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## AGENDA ITEM

---

TO: Tim Vandall, City Administrator  
FROM: Tish Sims, City Clerk  
DATE: July 14, 2025  
SUBJECT: Executive Session – Consultation with Attorney

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Executive Session will be called for consultation with Attorney for the City which would be deemed privileged in an Attorney-Client relationship, K.S.A. 75-4319(b)(2) for a period of fifteen (15) minutes.

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## AGENDA ITEM # 5

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Filter statement

Filters      Alarm Date Range 6/1/25 to 6/30/25    Is Locked true    Is Active true

# Fire Incident Count

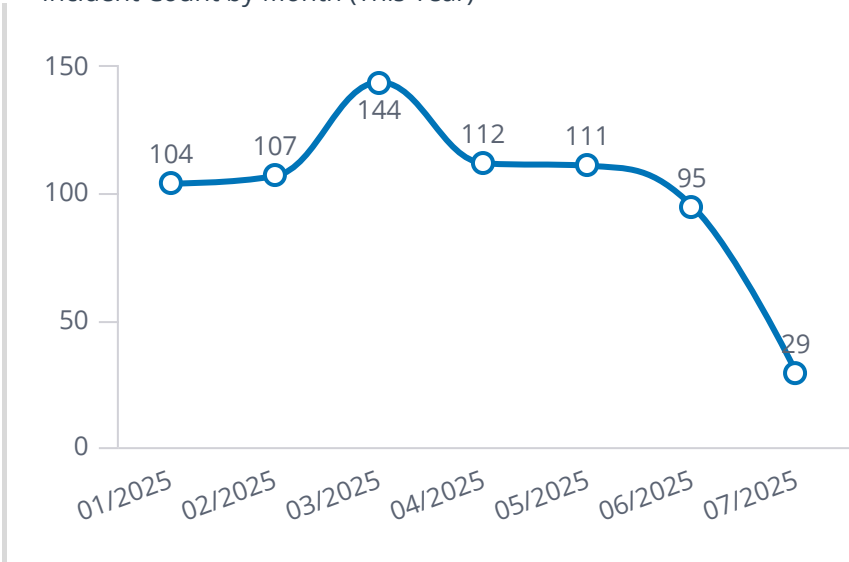
Count of Incidents by month, station, shift, unit and type

Count of Total Incidents

Count of Incidents

95

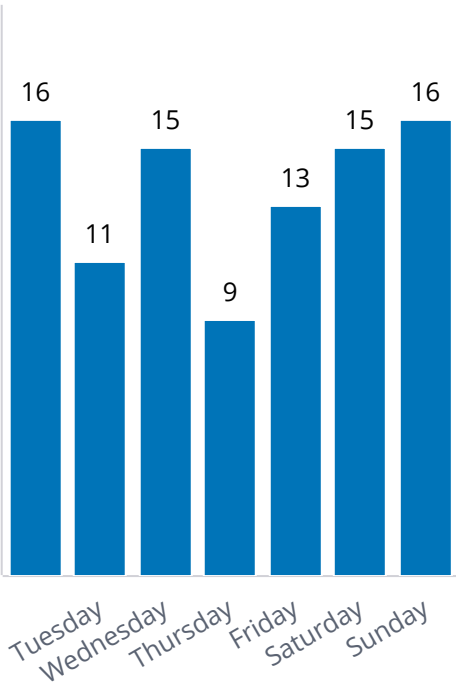
Incident Count by Month (This Year)



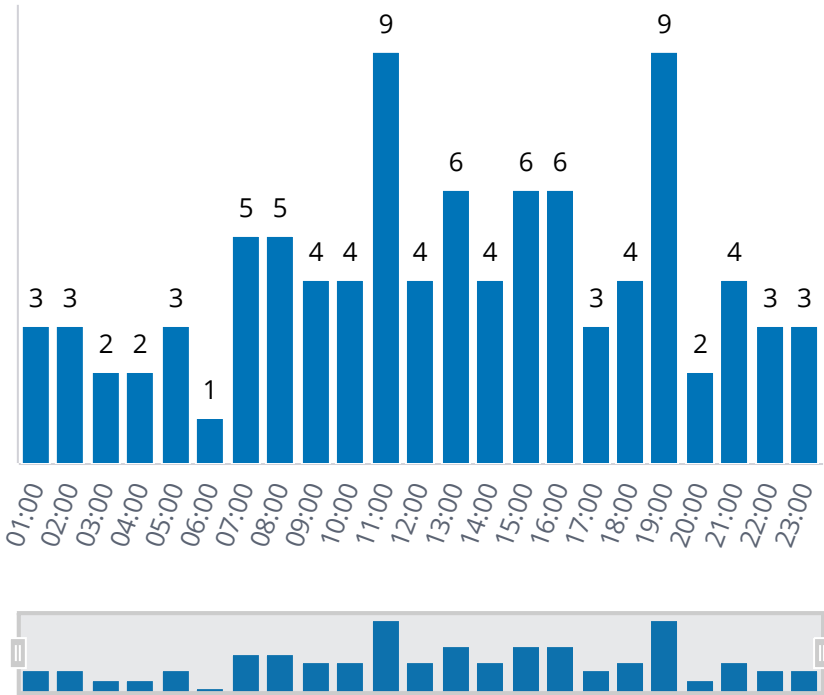
Filter statement

Filters Alarm Date Range 6/1/25 to 6/30/25 | Is Locked true | Is Active true

Incident Count by Day of Week



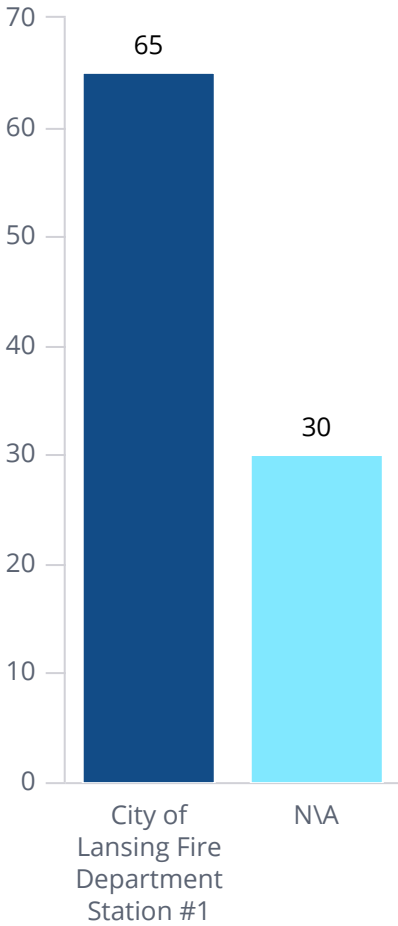
Incident Count by Hour of Day



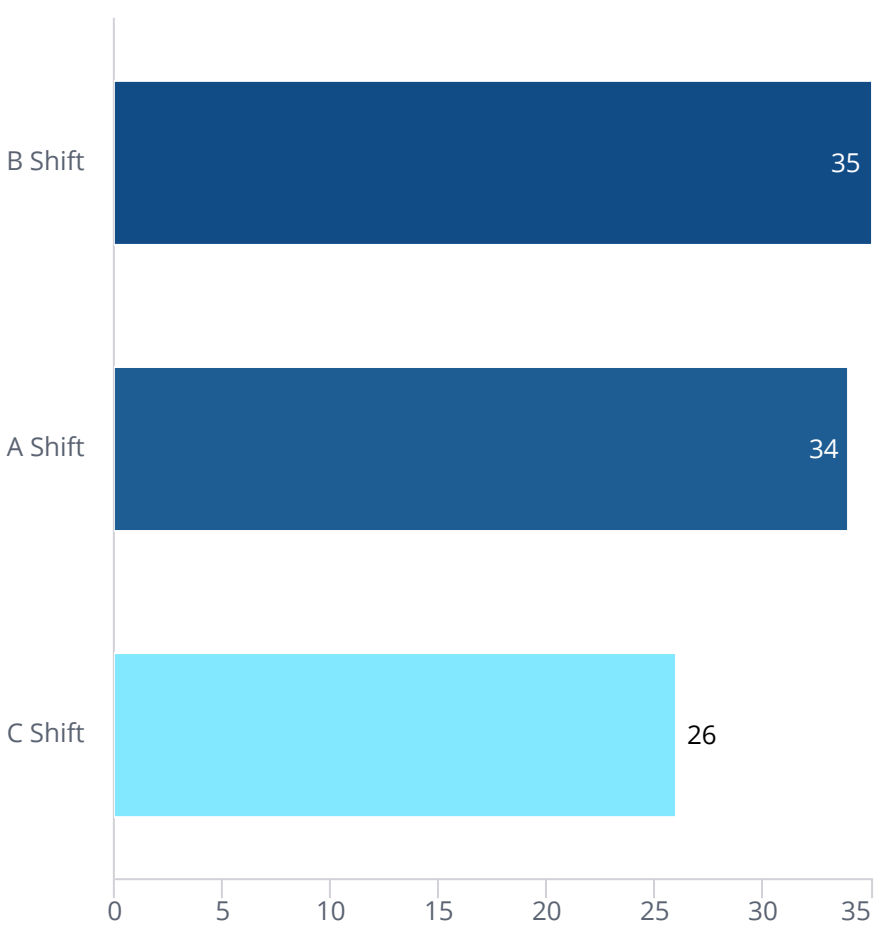
Filter statement

Filters Alarm Date Range 6/1/25 to 6/30/25 | Is Locked true | Is Active true

Incident Count by Station



Incident Count by Shift



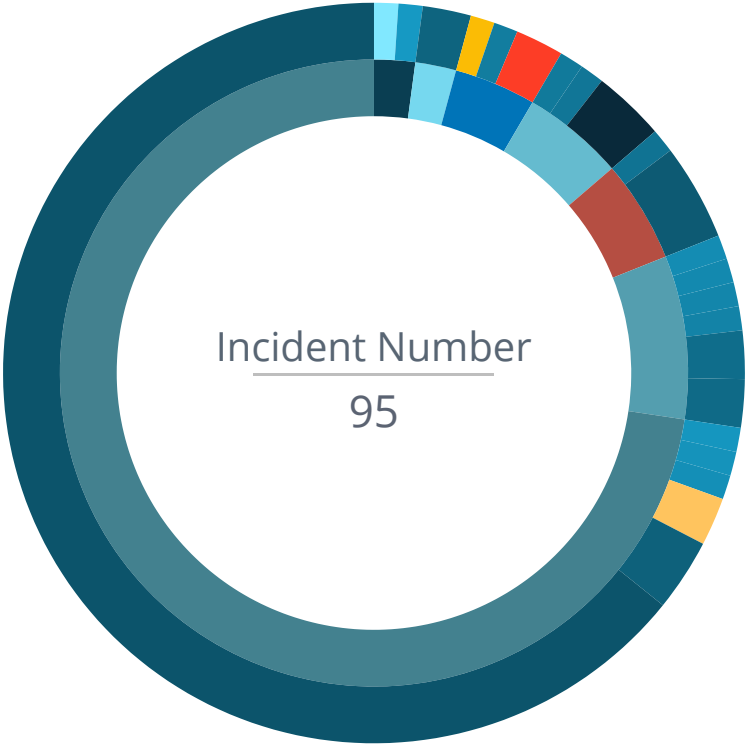
Filter statement

Filters      **Alarm Date Range** 6/1/25 to 6/30/25   |   **Is Locked** true   |   **Is Active** true

Count of Incident Responses

Station
City of Lansing Fire Department Station #1
City of Lansing Fire Department Station #1 T
N/A
N/A Total

Percent of Incident Responses by Incident Type



Filter statement

Filters Alarm Date Range 6/1/25 to 6/30/25 | Is Locked true | Is Active true

# Fire Index - Incident Type Breakdown

This measure comes from the ESO Fire Index. See national performance at: <https://www.eso.com/resources/fire-index/>

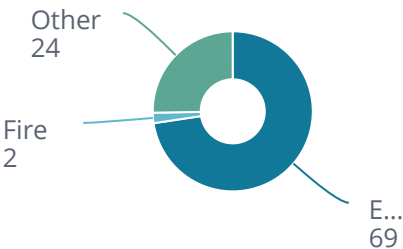
Count of Total Incidents & Exposures

Count of Incidents  
**95**  
Additional Exposures **0**

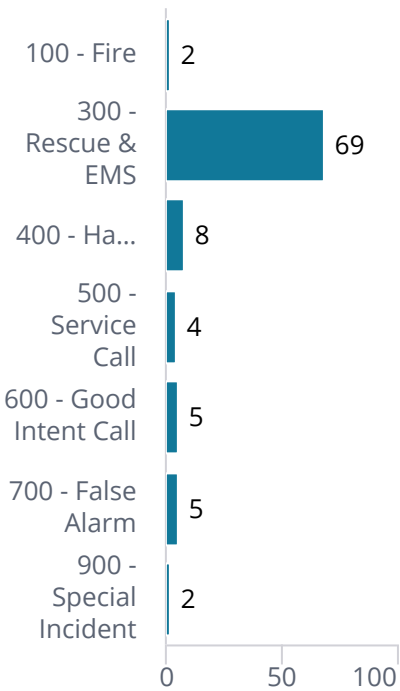
Aid Given/Received

Aid Given  
**1**  
Aid Received **0**

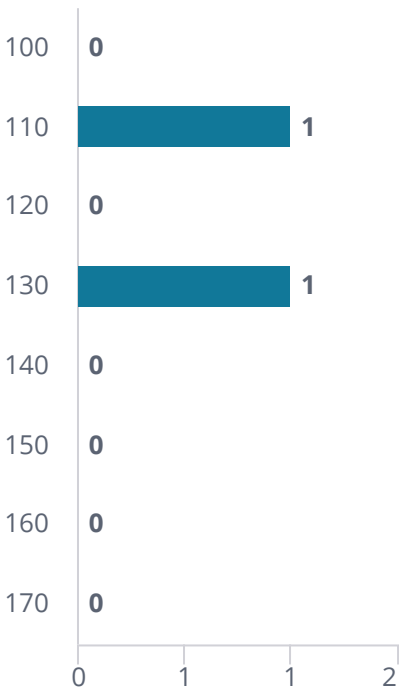
EMS/Fire Incident Breakdown



Count of Incidents by Incident T...



Count of Fire Incidents by Type



Filter statement

Filters Alarm Date Range 6/1/25 to 6/30/25 | Is Locked true | Is Active true

Incident Details

Incident Number	Time in Alarm DateTime	Incident Type Group	Incident Type Code
LC202500585	06/01/2025 12:36:10	300 - Rescue & EMS	311
LC202500586	06/01/2025 16:06:49	700 - False Alarm	745
LC202500587	06/02/2025 08:29:46	300 - Rescue & EMS	311
LC202500588	06/02/2025 08:43:08	300 - Rescue & EMS	323
LC202500589	06/02/2025 11:36:04	300 - Rescue & EMS	311
LC202500590	06/02/2025 12:08:19	300 - Rescue & EMS	311
LC202500591	06/02/2025 22:15:32	300 - Rescue & EMS	311
LC202500592	06/03/2025 12:46:24	400 - Hazardous Condition	412
LC202500593	06/04/2025 03:08:59	300 - Rescue & EMS	321
LC202500594	06/04/2025 04:49:21	300 - Rescue & EMS	360
LC202500595	06/04/2025 08:30:14	300 - Rescue & EMS	322
LC202500596	06/05/2025 06:47:13	300 - Rescue & EMS	311
LC202500597	06/05/2025 09:46:15	300 - Rescue & EMS	311
LC202500598	06/05/2025 19:27:12	300 - Rescue & EMS	311
LC202500599	06/05/2025 23:48:34	300 - Rescue & EMS	311
LC202500600	06/06/2025 04:14:34	600 - Good Intent Call	611
LC202500601	06/06/2025 05:29:53	300 - Rescue & EMS	311
LC202500602	06/06/2025 13:35:15	300 - Rescue & EMS	311
LC202500603	06/06/2025 21:46:23	300 - Rescue & EMS	311
LC202500604	06/07/2025 02:19:55	300 - Rescue & EMS	311
LC202500605	06/07/2025 02:33:03	300 - Rescue & EMS	311
LC202500606	06/07/2025 07:48:43	300 - Rescue & EMS	311
LC202500607	06/08/2025 11:19:10	300 - Rescue & EMS	322
LC202500608	06/08/2025 20:01:56	300 - Rescue & EMS	311
LC202500609	06/09/2025 11:34:32	300 - Rescue & EMS	311

# CITY OF LANSING LIBRARY

## June 2025 RECAP



Agenda Item 7.

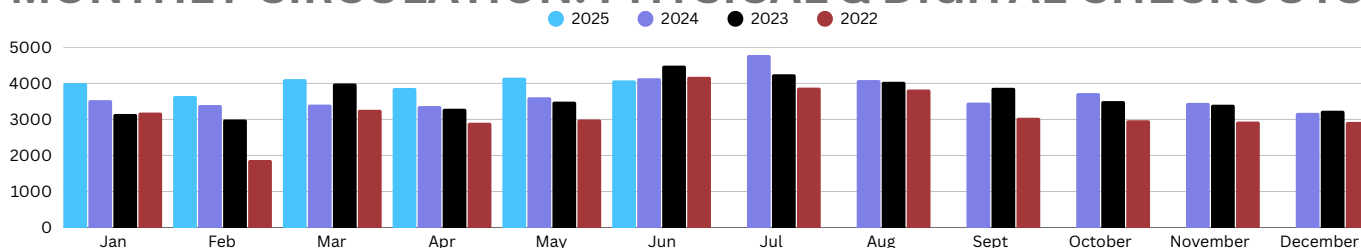
OVER 300 HANDMADE BOOKMARKS FROM ITCHIN' TO STITCH QUILTERS GROUP MEMBERS MARCIA MEYERS AND TERESA HICKS

### A MESSAGE FROM THE DIRECTOR

June at the library was bursting with sunshine, stories, and smiles as our Summer Reading Program kicked off with record-breaking excitement! Kids giggled their way through the great duck hunt, while grown-ups dove into discussions with our One Book, Many Neighbors program. The library came alive with chalk art, laughter, and all kinds of outdoor fun.

With every book cracked open and every program packed, the library is officially the coolest hangout of the summer. And don't worry—July is just getting started, so there's still plenty of fun waiting for you!

### MONTHLY CIRCULATION: PHYSICAL & DIGITAL CHECKOUTS



### A SNAPSHOT OF LIBRARY USAGE FOR JUNE 2025

**2842**  
PATRON  
VISITS

**792**  
PATRONS PARTICIPATED IN  
**50** PROGRAMS

**2909**  
PHYSICAL  
CHECKOUTS

**1173**  
DIGITAL  
CHECKOUTS

### IN 2025...

**12,547 PEOPLE**  
have visited the library

**23,886 ITEMS**  
borrowed, digital and  
physical

**1,096 CHILDREN**  
received take-home craft  
kits, sponsored by the  
Friends of the Library

**7,090 SESSIONS**  
logged for wi-fi and  
public computer usage.

## City Clerk's Office/Building Maintenance Vehicle and Equipment Report

## Vehicles

Year	Make	Model	Description	Mileage Start	Mileage Ending	Miles Driven	Comments
2023	Ram	1500	SSV Pickup	5567	5,790	223	
						0	
						0	
						0	
						0	
Total						223	

## Equipment

Year	Make	Model	Description	Hours Start	Hours End	Hours Used	Comments
2018	Advance	SC1500	AutoScrubber Floor Machine	79.32	80.21	0.89	Community Center Cleaning
2018	Kubota	ZG227-A	Mower	431	441	10	
2021	Kaivac	1750	Cleaning Machine	13.6	13.6	0	
						0	
						0	
						0	
Total						10.89	

**Lansing Community and Economic Development Department**  
**Monthly Fleet Report**

Month June Year 2025

**Vehicles**

Year	Make	Model	License Plate #	Description	Mileage Starting	Mileage Ending	Miles Driven	Comments
2015	Dodge	Journey	A6545	SUV	88,546	88,903	357	
2019	Ford	Ecosport	A4358	SUV	15,750	15,913	163	
2022	Dodge	Ram	D100764	1500 Pick up Truck	11,305	11,600	295	

Lansing Fire Department

Vehicles

Year	Make	Model	Description	Mileage Start	Mileage Ending	Miles Driven	Hours Start	Hours End	Hours Used	Comments
2018- 562	Pierce	PUC	1000 Gallon Pumper	23,868	24,331	463	2263	2327	64	
2007-563	E-One	Typhoon	1000 Gallon Pumper	43,278	43,303	25	3923.5	3926.3	3	
2017-568	Chevy	3500	Utility Truck	78,370	78,835	465	3444.7	3474.8	30	
2011-565	Dodge	5500	Brush Truck	52,183	52,199	16	3690	3693	3	
2024-569	Ford	Expedition	Command Vehicle-Chief	1,700	2,324	624	92	120	28	
Total						1,593			128	

Equipment

Year	Make	Model	Description	Hours Start	Hours End	Hours Used	Comments
2005	Bauer		SCBA Compressor	470.7	471.9	1.2	Air Compressor
						0	
						0	
						0	
						0	
						0	
Total						1.2	

## Parks and Recreation Fleet Report June 2025

### *Vehicles:*

Year	Make	Model	Description	Mileage Start	Mileage Ending	Miles Driven	Current Use	Comments
2006	Dodge	Caravan	Minivan	57,875	57,980	105	AC/Parks use	
2014	Ford	F-350	Dump Truck	27,883	27,909	26.0	Parks maintenance	
2016	Jeep	Patriot	SUV	68,570	68,629	59	Activity Center use	
2017	Chevrolet	Silverado	Truck	33,990	34,426	436	Parks maintenance	
2018	Ford	F-350	4-DR Crew	52,698	53,148	450	Parks maintenance	
2025	Dodge	Ram 3500	Dump Truck	0	427	427		
<b>Total</b>						1503.00		

### *Equipment:*

Year	Make	Model	Description	Hours Start	Hours End	Hours used	Current Use	Comments
1992	Massey Ferguson	1020	Tractor	1993.8	1995.2	1.4	Parks maintenance	
2005	Kubota	F3060	Mower	471.9	476.9	5	Parks maintenance	
2007	Turbo Tool Cat	5600	Utility Vehicle	1398.3	1403.2	4.9	Parks maintenance	
2012	Wright	ZK	Stander Mower	1287.6	1300.4	12.8	Parks maintenance	
2016	ABI	Force	Infield Groomer	427.3	441.4	14.1	Parks maintenance	
2017	Kubota	ZD1211	Mower	1245.8	1263.1	17.3	Parks maintenance	
2018	Polaris	Ranger	Utility Vehicle	608.8	621.5	12.7	Parks maintenance	
2019	Exmark	LZ 72	Mower	975.5	990.1	14.6	Parks maintenance	
2019	Emark	LZ 96	Mower	402.1	403.8	1.7	Parks maintenance	
2020	Kubota	ZD1211	Mower	768.3	792.2	23.9	Parks maintenance	
2022	Wright	ZK	Stander Mower	96.2	104.7	8.5	Parks maintenance	
2024	Cushman	Hauler Pro Elite	Golf Cart	9.1	10.7	1.60	Parks maintenance	
<b>Total</b>						118.5		

Lansing Police Department  
Vehicle Fleet End of Month Report

Jul-2025

Unit	VIN Last 4	Year	Make/Model	Mileage as of 6/1	Mileage as of 7/1	Miles Driven	Assigned/ Current Use	Future Use	Comments
1	9291	2023	Dodge Durango	15965	16477	512	Chief	Chief	Limited use Chief
2	4459	2021	Dodge Durango	17730	17938	208	Captain	Captain	Limited use Captain
3	4203	2024	Dodge Durango	14	14	0	Lieutenant	Lieutenant	Limited use Lieutenant / Not in use
4	Reserved								
5	Reserved								
6	9963	2023	Dodge Durango	28665	30407	1742	Patrol	Sergeant	
7	Reserved								
8	Reserved								
9	Reserved								
10	4004	2018	Ford Explorer	46969	47208	239	Patrol	Patrol	Patrol
11	4219	2024	Dodge Durango	18127	20513	2386	New	Patrol	
12	5335	2019	Dodge Durango	73496	75294	1798	Patrol	Patrol	
13	2908	2024	Dodge Durango	15	527	512	Patrol	Patrol	
14	2907	2024	Dodge Durango	1108	2373	1265	Patrol	Patrol	
15	4580	2021	Dodge Durango	72199	74326	2127	Patrol	Patrol	
16	4003	2018	Ford Explorer	54796	54972	176	Patrol	Patrol	
17	5063	2022	Dodge Ram	32619	33481	862	Patrol	Patrol	
18	4458	2021	Dodge Durango	65010	67047	2037	Patrol	Patrol	
19	9829	2024	Dodge Durango	6030	6753	723	Patrol	Patrol	
				Mileage Total:		13864			

**Lansing Public Works Department**  
**Monthly Fleet Report**

Month June Year 2025

**Vehicles**

Year	Make	Model	License Plate #	Description	Mileage Starting	Mileage Ending	Miles Driven	Comments
2022	Dodge	Ram 2500	B3859	Pick-up	6,057	6,328	271	
1998	Ford	1/2 ton	48091	Pick-up	75,362	75,362	0	
2005	Sterling	LT 8500	64614	Dump Truck	66,428	66,618	190	
2007	Elgin	Crosswind J+	70295	Street Sweeper	8,028	8,028	0	
2017	Chevrolet	3500	88437	Pick-up Truck	44,020	44,399	379	
2011	International	7400	75269	Dump Truck	26,738	26,908	170	
2016	Ford	F350 4x4	88468	One-ton Dump Truck	24,383	24,540	157	
2013	Ford	Explorer	80551	SUV	90,024	90,322	298	
2020	Chevrolet	3500	A8914	One-ton Dump Truck	12,813	12,933	120	
2005	Mack	Granite	B0282	Dump Truck	66,666	-	-	In Shop
2005	Ford	Ranger	57932	LT- Pick-up Ext	54,442	54,442	0	
2003	Ford	F150		Pickup	88,689	89,072	383	

**Equipment**

Year	Make	Model		Description	Hours Ending	Hours Ending	Hours Used	Comments
1997	JD	770BH		Grader	5,198	5,198	0	
2004	IR	DD-24		Asphalt Roller	344	347	3	
2006	IR	185		Air Compressor	248	248	0	
1997	Bobcat	763		Skid Steer	2,392	2,393	1	
2014	Case	580 SNWT		Backhoe	2,420	2,434	14	
2002	Crafco	110		Crack Sealer	909	909	0	
2009	Case	465		Skid Steer	936	940	4	
2018	John Deere	5065E		Tractor	325	333	8	
2018	Vermeer	BC1000		Chipper	22	22	0	
2022	Case	SV280B		Skidsteer	219	330	111	
2023	Bobcat	CT5558		Tractor	61	69	8	

June			
City Influent	39.15 MG	City Avg Daily	1.31 MGD
LCF Influent	4.97 MG	LCF Daily Avg	.166 MG
Total Biosolids	0.82	Precip	7.31 inches

Vehicles

Year	Make	Model	Description	Mileage Start	Mileage Ending	Miles Driven	Current Use	Comments
1999	Sterling	Vactor	Jet Truck	9056	9061	5	Collection System	
2012	Chevrolet	Tahoe	SUV	120511	120714	203	Ops/Maint.	
2019	Ford	F250	Pick Up Truck	14557	14679	122	Ops/Maint.	
2019	Ford	F250	Flatbed Truck	7434	7573	139	Ops/Maint.	
2023	Polaris	Ranger	Ops Utility	923	986	63	Operations	
2023	Polaris	Ranger	Maint Utility	405	441	36	Maintenance	
2005	Freightliner	M2106	Dump Truck	28753	28827	74	Biosolids Disposal	
Total						642		

Equipment

Year	Make	Model	Description	Hours Start	Hours Ending	Hours Used	Current Use	Comments
1991	Case	1825	Uni-Loader	1000	1001	1	Plant Activities	
1999	Sterling	Vactor	Jet Truck	2588	2590	2	Collection System	
2004	John Deere	7920	Tractor	1434	1938	504	Biosolids Disposal	
2004	Case	621D	Loader	2664	2668	4	Operations	
2023	Polaris	Ranger	Ops Utility	289	306	17	Operations	
2023	Polaris	Ranger	Maint Utility	142	149	7	Maintenance	
2006	JCB	531-70	Telehandler	751	751	0	Plant Activities	

**City Administrator's Report**  
July 17, 2025

**Agenda Items:**

The Leavenworth County Port Authority will provide an update to the City Council regarding a community education campaign for economic development. This campaign will focus on the value of economic development, transparency, and building public trust and support. Greg Kaaz of the LCPA will be in attendance to brief the City Council.

Resolution B-5-2025 would allow for the City to open a public hearing for the consideration of the Riverbend Heights RHID. Prior to the public hearing, representatives on behalf of the developer will give a briefing to the Council on the proposal and answer any questions from the governing body.

Ordinance No. 1134 would establish the Riverbend Heights RHID. The proposal is currently for 406 houses over six phases, capturing 80% of the new tax revenue in the district, for twenty years. Over the course of the twenty years, the City would capture 20% of the new property taxes, or about \$1,300,000. Upon completion of the district, the full subdivision would be fully taxable to all government entities. The developer bears responsibility for all utility connections and extending utilities.

An application to the Board of Zoning Appeals from Brian Payne is on the agenda.

A 15-minute executive session for attorney client privilege is on the agenda for Thursday night.

**Parks & Recreation:**

The aquatic center has sold 315 season passes thus far. Of these, 219 are household passes, 57 are individual passes, and 39 are senior passes.

Registration for fall sports begins in July and concludes on July 31<sup>st</sup>. Fall Parks & Recreation sports include youth soccer, youth football, and youth cheerleading. Residents can register online at [www.lansingks.org/parksrec](http://www.lansingks.org/parksrec) or in person at the Parks & Recreation office.

**Library:**

The Library and the Friends of the Library worked together on a new patio project that is providing a great outdoor space for programs, patrons, and staff. The project is being funded through a combination of the Development Grant—made possible by the Library's recent regional accreditation—and support from the Friends of the Library 501c3, who are covering half the cost. The patio gives the Library more flexibility for things like story times, book clubs, and other library events.



**City of Lansing**  
800 First Terrace  
Lansing, Kansas 66043

**Public Works:**

J.M. Fahey, the contractor for this summer's Capital Improvement Plan, has begun curb replacement throughout town. The asphalt mill and overlay should take place over the next four weeks. This year's budget for capital improvements totals \$822,000. This maintenance work was approved at the April 17<sup>th</sup> City Council meeting.

Staff is working with the property owner to repair a lingering drainage issue near Nine Mile Creek on Robin Road. We are hopeful to bid the repairs this August and have the contractor make the repairs this fall.

Staff is hoping to bid repairs for the bridge at Bernard Park. We have engineered plans for repairs and are hopeful we can bid the work later this summer, with repairs to occur in fall/winter to minimize the impact. We have a gravel secondary entrance to Bernard Park that was created during the park improvements of 2022-2023.

The West Kansas streambank stabilization project approved last month is slated to begin in the next week.

**Wastewater:**

Construction on the Town Centre Trunk Sewer Replacement Project began on February 2<sup>nd</sup>. Approximately 925 linear feet of sewer line has been installed, and the project is gradually proceeding as they grind rock. The temporary bypass for W Kansas has been relocated to the roadway alignment as the contractor moves south toward W Kay Street. This project is scheduled to be completed by mid to late September.

Pipe installation for the Ida/Gamble project began on July 10<sup>th</sup>, and the contractor is making quick progress. The existing pipe abandonment portion of the project will occur the week of July 14<sup>th</sup>. Beginning July 14<sup>th</sup>, the intersection of Ida and Gable will be closed to traffic for three to four weeks, depending on weather. The project will relocate sewers near this intersection that are oversized for current flows to the new 7 Mile 36" interceptor.

Smoke testing for the Inflow and Infiltration Project began on July 14<sup>th</sup> and will last for two to three days. Field crews from George Butler & Associates completed the manhole survey and evaluations in May. Ace Pipe Cleaning has completed cleaning and televising the sewers within the project area.

**Year End Sales Tax Update:**

The total non-food sales tax rate in Lansing is broken down as follows:

- 6.5% State Sales Tax (varies on food)
- 1% Countywide Sales Tax
- 1% City General Sales Tax-General Fund
- .45% DeSoto Road & Park Improvements (20 years)
- .45% Aquatic Center (20 years)
- 9.4% TOTAL
- 1% Community Improvement Dist. (Mainstreet Chrysler Dodge Jeep Ram property only)

The special sales tax to pay for the Aquatic Center generated \$360,848 this year. The special sales tax to pay for DeSoto Road and Bernard Park Improvements also generated \$360,848 (both special sales taxes are for the same amount, .45%). At this rate, both special sales taxes would generate \$721,696 by the end of the year.

### **Meetings & Announcements:**

The City is receiving opioid settlement money through the Kansas Attorney General's Office to treat and fight opioid addiction. Government agencies throughout Kansas will receive over \$340 million over the next 18 years to treat and fight opioid addiction. Lansing is on pace to receive over \$166,000 over the life of the opioid settlement. Thus far, the City is considering utilizing these funds to fund AEDs and mobile radios to assist our first responders in responding to overdoses. The City can also utilize funds to partner with agencies that fight the opioid crisis at its root cause, mental health/homelessness, etc.

There are multiple openings for Police Officer I/II. Starting pay for police officers is competitive, with abundant opportunities for overtime. Officers with experience, education, or certification can be started higher on the pay scale. Additionally, the City offers a \$3,000 sign-on bonus for new, uncertified police officers! The City also has seasonal Parks & Recreation Laborer positions available. Interested candidates can apply by clicking on the "How Do I?" tab under the website and selecting Job Opportunities.

For the last four years, the City has partnered with the Lions Club and Kiwanis Club to sponsor a blood drive in the Community Center every three months. Last week's blood drive generated 47 units, which can be used to assist nearly 150 people. Betty Klinedinst organizes the blood drive.

A question was raised about annexing a property at a previous City Council meeting. If a parcel is in another municipality's jurisdiction, that parcel could not be annexed unless another municipality de-annexed it. There are examples of communities in Johnson County that have reconfigured boundaries when it benefits both municipalities; however, this would require consent of both municipalities.



**City of Lansing**  
800 First Terrace  
Lansing, Kansas 66043

- Wednesday, July 16      Planning Commission Meeting, 7:00pm, City Hall
  - Fairlane Townhomes Site Plan
  - Monroe Manor Preliminary Plat
- Thursday, July 17      City Council Meeting, 7:00pm, City Hall
- Thursday, July 31      City Council Work Session, 7:00pm, City Hall
- Thursday, August 7      City Council Meeting, 7:00pm, City Hall
- Thursday, August 21      City Council Meeting, 7:00pm, City Hall
  - Budget Public Hearing
- Thursday, August 28      City Council Work Session, 7:00pm, City Hall
- Monday, September 1      Labor Day Holiday, City Offices Closed
- Thursday, September 4      City Council Meeting, 7:00pm, City Hall

Sincerely,

Tim Vandall